MURIEL BOWSER
MAYOR

April 19, 2022

The Honorable Phil Mendelson
Chairman. Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to forward to the Council for its information, the **"Collective Bargaining Working Conditions Agreement between American Federation of Government Employees, Local 1403, AFL-CIO, and the District of Columbia and the Office of the Attorney General."** The negotiated Agreement governs the working conditions of employees who are employed by subordinate agencies under the personnel authority of the Mayor as well as by the Office of the Attorney General and are represented by AFGE Local Union 1403. The Agreement is effective until September 30, 2023.

Please contact me or Kathryn Naylor, Supervisory Attorney Advisor, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser

COLLECTIVE BARGAINING WORKING CONDITIONS AGREEMENT

BETWEEN

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

AND

THE DISTRICT OF COLUMBIA,

AND

THE OFFICE OF THE ATTORNEY GENERAL, THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 2023

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ARTICLE 1
RECOGNITION

Section 1 – Recognition:

A. The American Federation of Government Employees, (AFGE) Local 1403 (Union) is recognized as the sole and exclusive collective bargaining representative of employees in the bargaining unit as defined in Section 2 of this Article.

B. As the sole and exclusive representative, the Union is entitled to act for and to negotiate collective bargaining agreements (CBA) on behalf of all employees in the bargaining unit. The Union shall represent the interests of all employees in the bargaining unit without discrimination as to membership.

C. The Employer shall give the Union an opportunity to be present at any formal meeting between the Employer and one or more employee(s) in the bargaining unit concerning any grievance or general condition of employment of the employee(s) in the bargaining unit. A "formal meeting" refers to any meeting between an employee and any individual in his or her supervisory chain of control that includes at least one (1) other management official or supervisor and at least one (1) Union representative.

Section 2 – Coverage:

A. All Series 905 attorneys employed by the Office of the Attorney General for the District of Columbia ("OAG"), and all attorneys employed by an agency of the District of Columbia Government which is subordinate to the Mayor ("Agency Counsel Office" collectively with OAG referred to herein as "Employer"), except employees excluded under D.C. Official Code § 1-617.09(b). PERB Case No. O1-RC-03; Certification No. 121; PERB Case No. 01014-RC-0301, Certification No. 121, 133 (April 19, 2005).

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

ARTICLE 2
LABOR-MANAGEMENT RELATIONS

Section 1-A - Composition and Function of the OAG Labor-Management Committee:

A. The Union and the OAG shall continue the existing OAG Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and OAG representatives.

B. The purpose of the OAG LMC, which shall meet monthly unless canceled in advance by the chairs, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Employer within the framework of this Agreement.

C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 1-B -Composition and Function of the MOLC Labor-Management Committee:

A. The Union and the Mayor's Office of Legal Counsel (MOLC) shall continue the existing Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and MOLC representatives.

B. The purpose of the MOLC LMC, which shall meet quarterly, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Mayor within the framework of this Agreement.

C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 2 – Subcommittees:

The parties may mutually agree to establish subcommittees of the LMCs to study problems and conditions.

Section 3 – Union's Right to Request Impact and Effects Bargaining:

Nothing herein shall be construed to limit the Union's right to request impact and effects bargaining over any proposed organizational changes.

Section 4- Labor-Management Meetings:

A. In mutual recognition of the parties' joint desire to discuss and resolve matters of concern at the lowest possible level, the Union steward and first-level supervisor, should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit, and if appropriate, the steward may meet with supervisors of a higher level. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.

B. Appropriate representatives from the Union and Employer shall meet at either party's request to discuss problems concerning the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion one (1) day before the meeting,

unless otherwise agreed. The parties further agree that items not on the agenda may be raised for discussion, if agreed to by the parties at the meeting.

Section 5 - Organizational Changes:

A. The parties agree that changes to the functions and structure (except changes involving a particular individual as to personnel/supervisory appointments or transfers or space relocations) of the Employer, are a proper matter for consideration by the Labor-Management Committee or relevant subcommittee. The Employer may, in its discretion, solicit the views of the Union on any proposed organizational change at any time, but agrees that it shall provide to the Union President a copy of the final draft of organizational changes that will impact Bargaining Unit Employees. The Union President or his/her designee may request a meeting concerning the proposed changes and the Attorney General and/or the Mayor, as appropriate, or their designees, shall honor any such request. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If any changes to the plan are made thereafter, the Union shall be provided a copy of such changes.

Section 6 – Risk Assessment:

B. The Union may make recommendations to the Attorney General and/or the Mayor, as appropriate, concerning risk management issues for District legal service employees. The Attorney General and/or the Mayor, as appropriate, or their designees will respond to risk management recommendations within a reasonable period of time after receipt, but in no event later than six months following the transmittal of a written recommendation from the LMC to the Attorney General and/or the Mayor, as appropriate.

ARTICLE 3
ADMINISTRATION OF LEAVE

Except as otherwise provided in this Agreement or the corresponding Compensation Agreement, the parties shall adhere to all applicable law and District government rules and regulations in the administration of leave. Annual leave must be requested reasonably in advance except in an emergency (unanticipated event). Employer's decision to grant or deny annual leave shall be made within 72 hours of the request, excluding Saturdays, Sundays, holidays, and any other day that the District government is closed and will be based solely on mission (including coverage) requirements. Except in emergency situations, the Employer shall not consider the reason for the annual leave request in making the leave determination. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee will be able to take the requested leave. Requests for annual leave shall be approved when possible.

ARTICLE 4
ALTERNATIVE WORK SCHEDULES

Section 1 – Definitions:

A. Except as provided in this Article, the professional workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

B. **Professional Workweek:**

Attorneys work a professional work week on a salaried basis consisting of a minimum of forty (40) hours. The normal workweek for full-time attorneys shall consist of five (5) consecutive days, at least eight (8) hours of work, Monday through Friday. Management may vary the workweek of attorneys in order to meet work load requirements or emergency situations and must provide the employees with at least a two (2) day advance notice, if possible. Attorneys are exempt from the overtime restrictions under the Fair Labor Standards Act. However, in the event an employee is asked to work more than 8 hours per day or 40 hours per week, management will attempt to give as much notice as possible and reasonably consider any request for compensatory time covered elsewhere in this agreement.

Section 2 Fair Labor Standards Act:

Attorneys are excluded from the overtime provisions of the Fair Labor Standards Act (FLSA) and no overtime pay or compensatory time is authorized for work performed unless authorized elsewhere in this Agreement.

Section 3 Flexible/Alternative Work Schedules:

Employer shall maintain, to the extent already in effect, or establish at least the following three Alternative Work Schedules (AWS) for covered employees: (1) a Flexible Work Schedule, (2) a Compressed Work Schedule, and (3) a Teleworking Schedule, including Ad Hoc (or situational) teleworking.

AWS for OAG employees will be established consistent with OAG Office Order No. 2021-05.

For agency counsel, applicable DCHR Policy-Issuance I-2021-22 on AWS will apply. This Policy allows agencies to provide regular or routine teleworking up to two (2) days maximum on a weekly basis. Under this agreement, AWS may be combined; however, teleworking may only be combined with compressed schedules provided that agency counsel must work in-person in the office a minimum of three (3) days per week. To the extent that compressed work schedules entitle employees to receive one (1) day off during the week, then employees with combined teleworking and compressed schedules would be afforded no more than one (1) day of teleworking in any such weeks.
Employees are still allowed to combine ad hoc or situational teleworking with a compressed schedule. However, such ad hoc teleworking will not be afforded on a routine weekly basis.

The existing AWS policies of all agencies are hereby incorporated by reference into this Agreement provided that they allow for AWS as described in this Section. The normal work hours shall be adjusted, consistent with a supervisor's discretion set forth in the applicable OAG Office Order or governing policy for agency counsel under DCHR Policy Issuance I-2021-22, or other rule, regulation or law to allow for AWS schedules, with appropriate adjustments in affected leave. In deciding whether to grant an employee's request to use an alternative work schedule, the employee's supervisor shall consider, but is not limited to the following factors:

A. The demands of the requesting individual's work;

B. The need to maintain adequate staffing to handle unanticipated matters or cover matters that are handled by the Office, Unit, Section, or Division, even if that assignment is not assigned to the requesting employee;

(1) The needs of the work unit, including the need to ensure sufficient staffing levels during core hours and availability of office staff or government officials;

(2) Whether granting an AWS request results in the denial of annual or sick leave to other members of the Office, Unit, Section, or Division;

(3) The past performance of the requesting individual;

(4) Equitable sharing of Office functions;

a. Whether work assignments can be performed effectively and efficiently by an employee on the type of AWS being requested;

b. Whether the requested AWS places an undue burden on others within a particular Office, Unit, Section, or Division; and

c. Any other factor that may affect the quality or quantity of work accomplished by the Office, Unit, Section or Division.

Such schedules maybe appropriate where:

1. It is cost effective;

2. It increases employee morale and productivity; or

3. It better serves the needs of the public.

The Union shall be given advance notice when flexible/alternative work schedules are proposed and shall be given the opportunity to consult. A flexible/alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.

Section 4 Teleworking:

Supervisors may permit employees to use teleworking consistent with Section 3 above. Employees participating in teleworking plans must be accessible and available during their entire tour of duty and for recall to physically appear in the office. Employees should make every effort to report as soon as possible, generally within 2 hours. Employees are solely responsible for completing assigned work after appropriate management review and shall comply with management's requirements with regard to advance review of drafts prior to a final deadline.

Section 5 Supervisor's Authority:

An attorney's request for AWS shall not be unreasonably denied. An immediate supervisor must provide written justification for the denial of an AWS request. An attorney may seek review of the denial of an alternative work schedule to the manager of his/her immediate supervisor. OAG employees may appeal a manager's denial of his/her AWS request to the Attorney General. Agency employees may appeal a manager's denial of his/her AWS request to the Director of the MOLC. A supervisor may require AWS participants to provide additional information about conformance with their approved tours, such as the use of sign-in sheets, or other time accountability systems or methods.

Section 6 Impact and Effect Bargaining:

The Attorney General shall not change its existing AWS Office Order # 2021-05 without advance notice to the union and an opportunity to engage in impact and effects bargaining. Agencies shall not implement or change an alternate work schedule policy without advance notice to the union, an opportunity to engage in impact and effects bargaining and an opportunity to make substantive suggestions to any AWS policy before the policy's effective date.

ARTICLE 5
EMPLOYEE ASSISTANCE PROGRAM

Section 1 – General:

The parties recognize that alcoholism, drug abuse, and emotional and mental illness are health problems that may affect job performance. To this end, the Employer will, at least annually, make employees aware of the District's Employee Assistance Program (DPM Chapter 20B, Section 2050, EAP) and available services provided under it. The provisions of the DPM govern except as provided below.

Section 2 - Use of Sick Leave:

Employees undergoing a prescribed program of treatment for alcoholism, drug abuse, emotional illness, or mental illness will be allowed to use available sick leave for this purpose on the same basis as any other illness with appropriate documentation of attendance.

ARTICLE 6
UNION STEWARDS/OFFICIAL TIME

Section 1 - Number of Stewards:

A. The Union may designate, other than the Chief Steward, no more than five (5) stewards, or one (1) steward for every fifty (50) bargaining unit employees, whichever is greater.

B. The Union will endeavor, whenever possible, to limit the number of Union Representatives working in the same division, to a number that will not cause a significant work disruption in that work unit.

Section 2 - Designation of Representatives:

A. Union Officers, Stewards and Other Representatives

1. Union Officers and Stewards: The Union agrees to provide the Employer and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written list of its officers and stewards within two (2) workdays after the date this Agreement is executed and within five (5) working days after each general election.

2. Other Representatives: The Union will also notify the Employer and OLRCB, in writing, of other Union representatives who may request official time, along with a description of their individual Union assignments.

B. Changes in the list will be submitted to the Employer's designated official(s) at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If a Union official is not on the list of designated representatives and is needed prior to the two (2) days notice, the Union President shall notify the Employer's designated official(s) by phone and/or e-mail before the official will be recognized. The Employer shall recognize any Union official designated pursuant to this section.

C. The Employer will not recognize any Union official or representative who is not listed as required or for whom notification was not provided in accordance with this section.

D. Except where explicitly provided, this Agreement shall not be interpreted in any manner that interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

E. The Union will be notified prior to any change in tours of duty of duly appointed Stewards. The Union shall also be notified prior to the organization of tours of duty that would affect the members of the unit.

F. Employer recognizes that the Union may designate employee members, selected or appointed to a Union office or delegated to a Union function and agrees that, upon request, the employee may be granted annual leave or leave without pay for the period of time required to be away from his/her job. Such requests will be submitted as far in advance as possible, but not less than one (1) working day prior to the day the leave is to begin in the event the leave request is eight (8) hours or less, or five (5) working days in advance, in the event the leave request exceeds eight (8) hours. The Union shall be notified of a disapproval of leave in writing together with the Employer's justification. Leave contemplated under this article shall not be denied except for good cause.

Section 3 - Performance Appraisals:

A. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her participation in Union activities and/or use of official time to conduct labor-management business authorized by this Agreement. However, performance problems unrelated to participation in Union activities and/or the use of official time may be addressed in accordance with other relevant provisions of this Agreement.

B. At the beginning of the rating year or when the Union representative is initially appointed, workload and performance expectations will be established that consider the actual use of official time and the impact on performance of the duties of the employee's position. Additionally, the designated supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs.

Section 4 - Official Time for Representational Activity:

A. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions in accordance with the provisions of this Article as follows. The Union President will be assigned a caseload equal to no greater than 50% of the average caseload of an attorney with his or her grade level and experience in the Division which employs the Union President. The Union Vice President # 1 will be assigned a caseload equal to no greater than 80% of the average caseload of an attorney with his/her grade level and experience in the Division which employs the Union Vice President #1. The Union Vice President # 2 will be assigned a caseload equal to no greater than 85% of the average caseload of an attorney with his/her grade level and experience in the office which employs the Union Vice President #2. The Union represents that Union Vice President # 1 will primarily represent OAG employees and Union Vice President # 2 will primarily represent employees in subordinate agencies. No other Union members or officer will be assigned a reduced caseload. However, other Union members or officers shall be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions as needed, including necessary travel time. Employer will not be required to grant or approve official time for any Union shop

steward, officer or other representative who has not complied with the Employer notification requirements of Section 2 of this Article.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employees on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Examples of activities for which reasonable amounts of official time will be authorized include:

(1) collective bargaining negotiations;

(2) discussions with Employer representatives concerning personnel policies, practices, and matters affecting working conditions;

(3) any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under this Agreement;

(4) grievance meetings and arbitration hearings;

(5) a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;

(6) any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representative of the employee;

(7) any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;

(8) attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;

(9) informal consultation meetings between the Employer and the Union;

(10) conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;

(11) attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;

(12) attendance at labor-management committee meetings or other joint labor-management cooperative efforts;

(13) attendance at Employer recognized or sponsored activities to which the Union has been invited;

(14) attendance at public hearings of the District of Columbia City Council or other legislative/administrative bodies of the District or federal government relating to matters that affect either the Employer or labor relations/labor matters in the District of Columbia that impact or may impact the Union;

(15) necessary travel to any of the activities listed above;

(16) training related to the representational functions of Union officials and stewards which the parties agree is to their mutual benefit and for which management is given notice and provided with an agenda and course description; and

(17) new employee orientation meetings.

C. Official time shall not include time spent on internal Union business, including, but not limited to:

(1) Attending Local, Regional, or National Union meetings;

(2) Soliciting members;

(3) Collecting dues;

(4) Posting notices of Union meetings; administering elections;

(5) Preparing and distributing internal Union newsletters or other such internal documents; and,

(6) Internal Union strategy sessions, except for representational functions.

Section 5 - Requesting Official Time:

A. All use of official time by any Union officer, official, steward or other representative must be recorded on the Employer-approved Official Time Report Form and submitted on a monthly basis to Employer's designee.

B. Official time for Union representatives should be requested on the approved "Official Time Report" form. The Union representative will request authorization for official time from his or her supervisor in advance and as is consistent with workload requirements except when circumstances do not allow for advance approval (e.g., unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews; or circumstances where the employee might be subject to discipline). Failure to properly request and obtain approval of official time may result in disciplinary action depending on the circumstances.

C. All advance requests for official time are understood to be estimates.

D. If a request for official time is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing to the individual who was so denied, if the individual involved makes such a request.

E. Employee Union representatives, except the Union President, in light of his 50% reduced caseload, Vice President #1, in light of his or her 20% reduced caseload, and Vice President #2, in light of his or her 15% reduced caseload, will complete the "Official Time Report" form (attached to

this Agreement as Exhibit "A") provided by the Employer to accurately depict the actual official time used in a timely manner each pay period.

F. Management shall not prevent Union representatives from representing employees at reasonable times consistent with the provisions of this Agreement. 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 Employer agrees that such permission for release shall not be unreasonably delayed or denied. Workload needs will be balanced with official time needs prior to approval based on the following standard: official time requests shall be granted unless they hinder the accomplishment of essential workload requirements that cannot otherwise be accommodated.

G. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary, by either the Union or the Employer, as the case may be, at relevant proceedings (including hearings, meetings, arbitrations, oral replies, or other labor-management business) will receive necessary official/duty time to participate in and travel to and from the proceedings.

Section 6:

A. The parties agree that Union officials and stewards are entitled to take a reasonable amount of official time and the officials and stewards requesting/using official time shall be treated with civility and shall not be discriminated against because they participate in Union activities and/or take official time. Likewise, Union officials and stewards shall treat supervisors with civility in regard to their supervisors need to have information about the amount and type of official time being requested so that the supervisor can effectively manage their personnel and allotted workload. The parties agree that there is a need for flexibility to enable managers to effectuate the mission of the government and, at the same time, to enable Union officials and stewards of the bargaining unit to take care of Union business expeditiously.

B. In cases of alleged abuse of official time by the Union, or alleged improper restriction of official time or discrimination by the Employer, the parties shall endeavor to resolve the matter at the lowest possible level. If efforts to resolve the matter between the first line supervisor and the Union official or representative fail, then the party alleging the abuse or improper restriction shall bring the matter to the attention of the appropriate management and Union representatives. If the matter is not resolved then either party may seek assistance from the D.C. Office of Labor Relations and Collective Bargaining.

Section 7:

The parties shall conduct separate training concerning use of official time for members and managers and supervisors.

ARTICLE 7
UNION USE OF EMPLOYER FACILITIES AND SERVICES

Section 1:

Upon request, the Union may have access to meeting space by following established Employer procedures. Except as provided elsewhere in this Agreement, the Union shall attempt to hold meetings during the non-work time of employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 2:

Employer manpower, office space, and supplies, except as otherwise provided in this Agreement, shall not be used in support of internal Union business.

Section 3:

The Employer may provide appropriate office space with a locking door for the Union. Assigned Union office space will remain in use unless or until the Employer needs the use of the assigned space. In this event, management will notify the Union sixty (60) days in advance. Other approximately equivalent or mutually agreeable space will be made available at least fifteen (15) business days prior to the time the Union is required to vacate the present office.

Section 4:

The Employer will make available to the Union at a minimum two (2) locking file cabinets, one (1) desk, and three (3) chairs.

Section 5:

The Union shall limit its posting of notices and bulletins to Union-designated bulletin boards, and each such posting shall be authorized and initialed by a Union officer or steward. A courtesy copy of all materials to be posted pursuant to this article will be provided to the Attorney General and/or Mayor, as appropriate, or their designees at the time of posting. Each bulletin board shall have the following notice posted in a prominent place:

> This bulletin board is for the exclusive use of AFGE Local 1403 and its membership. Matters posted on the board are not intended to reflect the official views of the DC Government or the Employer unless issued by them.

Section 6:

The contents of the notices posted on the bulletin board shall be at the discretion of the Union, except that the Attorney General and/or Mayor, as appropriate, or their designees may request the removal of language or material that it believes is defamatory or discriminatory. With notice to the Union, Employer may remove language or material that is defamatory or discriminatory.

Section 7:

Union officers and representatives, and other unit members who serve in any capacity on behalf of the Union, may use their regular workstations including telephones, computers, and e-mails to communicate with bargaining unit employees in connection with their representational functions; provided however, such activity shall not interfere with the effective operation of the Government's business. Employer shall not monitor Union telephone or email activity or content related to representational functions. All communication regarding terms and conditions of employment shall be in accordance with the Code of Conduct applicable to District Government employees as defined in the Government Ethics Act (D.C. Law 19-124, D.C. Official Code § 1-1161.01 *et seq.*). Communications, including broadcast emails, will not contain statements that reflect on or attack the integrity or motives of individuals, the Office of the Attorney General, the Mayor, or other agencies of the District Government. Communications will clearly identify the Union official responsible for its content.

ARTICLE 8
PERSONNEL FILES

Section 1 - Official Files – Definition and Right to Examine:

Employees and/or their authorized representatives shall be permitted to examine all contents of the employee's personnel files, including without limitation the Official Personnel File ("OPF"), whether maintained by the Employer, DCHR or elsewhere, upon request.

Section 2 - Right to Respond:

Each Employee shall have the right to answer any material filed in his/her personnel files and his/her answer shall be attached to the material to which it relates. Unless prohibited by law or regulation, in the case of complaints made orally that are reduced to writing and placed in an personnel file, Employees shall be informed of the person making the complaint; the substance of the complaint, and the date the complaint was made and may respond as provided for in this section.

Section 3 - Right to Copy:

An employee and/or their authorized representatives will be permitted to copy any material in all personnel files, including without limitation the OPF, for that employee maintained by the Employer.

Section 4 - Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine all of the employee's personnel files, including without limitation the OPF, and obtain copies of the material free of charge.

Section 5 – Employee to Receive Copies:

As consistent with applicable law, the employee shall receive a copy of all material placed in his/her OPF and all personnel related materials, including electronic data, upon request.

ARTICLE 9
JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description. When there is a material change in job duties, the employee shall be given advance notice of the change.

ARTICLE 10
LATE ARRIVAL/EARLY DISMISSAL

Section 1 -- Late Arrival:

Employees shall be permitted to arrive late at work without charge to leave during inclement weather or during other extraordinary circumstances where the District government has authorized a late arrival for all non-essential employees, consistent with the authorization. All employees shall be considered non-essential for purposes of this Article unless they have been previously notified of their essential status.

Section 2 -- Early Dismissal:

A. Whenever the Attorney General, the Mayor, designated agency head, or an authorized official authorizes the early dismissal of District government employees, all employees (except those who have been designated in advance as essential employees consistent with the applicable laws and regulations and those who have been notified by their supervisor that because of specific pressing work requirements that they may not leave work early) shall be permitted to leave their duty stations consistent with the early dismissal authorization. The Attorney General and/or Mayor (or their designees) shall make every reasonable effort to ensure that employees are notified timely of the early dismissal or other leave policy during extraordinary circumstances. In addition, managers and supervisors shall make every reasonable attempt to ensure that employees who they manage or supervise are notified of the early dismissal authorization.

B. Notice shall be provided to employees whose work assignments do not permit them to leave work early regardless of the general early release authorization.

Section 3 -- Employees on leave during the late arrival/early dismissal period:

An employee who previously requested and was granted leave during the authorized late arrival and/or early dismissal hours shall not be charged leave for the period requested that coincides with the authorized late arrival and/or early dismissal hours.

ARTICLE 11
STRIKES AND LOCKOUTS

In accordance with applicable law, it shall be unlawful for any District Government employee or the Union to authorize, ratify or participate in a strike against the District. The term strike as used herein means any unauthorized concerted work stoppage or slowdown. No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 12
CONTRACTING OUT/PRIVATIZATION

Employer recognizes the Union's desire to retain all work regularly performed for the Employer, and the Union recognizes the Employer's need to maintain an efficient workplace; therefore, Employer will use its best efforts to continue to use bargaining unit employees and not subcontract work that has been traditionally and regularly performed by its employees. Decisions regarding contracting out are areas of discretion of the Employer. The impact and implementation of contracting out upon bargaining unit employees is a mandatory subject of bargaining. The Employer must notify the Union at least thirty (30) days in advance of any contracting out actions. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Employer shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees. The Employer shall minimize displacement actions by reassigning or retraining affected employees in order to retain bargaining unit employees consistent with available budget and applicable laws and regulations.

ARTICLE 13
UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

The Union shall be the exclusive collective bargaining representative of bargaining unit employees.

Section 2 – Access to Employees:

Representatives of the Union shall have access to individual employees, either new or rehired, in its bargaining unit to explain Union membership, services and programs. Such access shall be voluntary for new and rehired employees and shall occur during the formal orientation session. The Union shall have the opportunity to provide a fifteen (15) minute presentation as a part of the orientation programs for the Employer.

Section 3 – Dues Check Off:

Pursuant to D.C. Official Code § 1-617.07 (2012 Repl.), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights consistent with Supreme Court precedent. The employee must complete and sign an authorized dues deduction form to authorize the withholding. Employer will promptly process dues deduction forms.

Section 4 – Annual Notification of Annual Dues Amount:

The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining (OLRCB) annually in writing by the appropriate official of the Union. The employee's authorization shall be forwarded to the OLRCB. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes shall be made at the earliest opportunity after notification is received but in no case will changes be made retroactively, unless the Employer fails to deduct dues due to the Employer's action or inaction. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

Section 5 – Cost of Processing:

Union dues shall be transmitted to the Union, minus a fee of $.15 per dues deduction per pay period, payable to the OLRCB or the Office of the Attorney General, as the case may be, for the administrative expenses associated with the collection of said dues pursuant to executed dues check off authorizations.

Section 6 – Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section 7:

Payment of dues shall not be a condition of employment.

Section 8:

The Union may require that an employee who does not pay dues to pay reasonable costs incurred by the Union in representing such employee in grievances, adverse actions or appeal proceedings within the provisions of the CMPA, provided the Union gives advance notice of said costs to the employee.

Section 9:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

ARTICLE 14
TERM EMPLOYEES

Section 1:

A. Term employees in the bargaining unit shall be given not less than two (2) pay periods notice of the termination of their appointment.

B. Term bargaining unit employees shall be fully informed in their offer letter prior to their entrance on duty that the offer of employment is a term position. Term employees shall be provided a copy of their official position description.

C. To the extent not inconsistent with District or Federal law and regulations, the Employer shall use its best efforts, to convert term bargaining unit employees ("NTE employees") to permanent ("FTE") status by the end of each fiscal year if (1) the employee is in a pay status on September 30, 2017, and at the start of each successive fiscal year; (2) Council appropriates sufficient funding that may be utilized for the conversion of attorney term employment into permanent employment; (3) the employee performs services for which the Employer has a continuous need; and (4) the employee has both served for at least one year and performed at a meets expectations level, or the equivalent, for the most recent evaluation rating

period. If a term employee is separated by management for any reason, other than project termination or budgetary reasons, and management previously extended the employee's term for 13 months, so that the employee is separated at the end of his or her second term, the employee shall have an opportunity to challenge his or her separation to the same extent as permanent unit employees.

D. By December 1st of each year, Employer must provide the Union with the names of all unit term employees, the reason why their positions are term positions, and the names of all unit employees who have been converted to FTE status.

Section 2 – Priority Conversion of NTE Employees to FTE Status:

When management determines to fill a FTE vacancy in a legal services section, the most senior qualified NTE employee with substantially similar, or greater, experience to the vacant position in that section, providing that the employee has a satisfactory performance appraisal and more than 24 months continuous employment, must be offered the FTE position.

ARTICLE 15
DISCRIMINATION

Section 1 – General Provisions:

A. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code 2-1401 et seq. (2012 Repl.), the Employer shall not discriminate against any Employee because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, disability, gender identity or expression or genetic information.

B. Employer and the Union agree to cooperate to provide equal opportunity for employment and promotion to all qualified persons, to cooperate in ending discrimination, and to promote the full realization of equal employment opportunity through a positive and continuing effort. To this end, EEO concerns may be filed with OAG's or the Mayor's EEO Director, as applicable and in accordance with OAG's Equal Employment Opportunity Office Order currently in effect, as amended, or any substantively similar Mayoral policy or directive, respectively and as the case may be. . At the request of either the Union or Employer, the appropriate EEO Director shall consider any employment practice or policy that allegedly has an adverse impact on members of any protected group.

Section 2 - Equal Employment Practices:

The Employer shall continue implementation of any applicable Equal Employment Opportunity Policy and any applicable Affirmative Action Plan in accordance with existing law on affirmative action. The respective Affirmative Action Plans will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. The Union may provide nonbinding input on the development of the Affirmative Action Plans through OAG's or the Mayor's EEO

Director, as applicable. The Employer shall provide the Union a copy of the Affirmative Action Plans, when developed by the Employer.

Section 3 – Sexual Harassment:

A. All Employees must be allowed to work in an environment free from sexual harassment. Therefore, the Union and Employer agree to identify and work to eliminate such occurrences in accordance with any applicable District sexual harassment policy as amended or any subsequent policy developed.

B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 4 – Union Activity:

The Employer shall not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee has the right, freely and without fear of penalty or reprisal:

A. To form, join and assist in labor organization or to refrain from this activity;

B. To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under the law, rules and regulations through a duly designated representative; and

C. To be protected in the exercise of these rights.

Section 5 – Discrimination Charges and Election:

A. An employee may raise a complaint of discrimination under applicable law (to the Mayor's or OAG's EEO Director through the administrative complaint process, the Office of Human Rights, the Equal Employment Opportunity Commission, local or federal courts). In consideration for the benefits of arbitration, each employee must sign the attached waiver acknowledging voluntary waiver of his/her federal statutory rights, including his/her rights under Title VII as a condition precedent to submission of his/her discrimination complaint to the grievance process. If an employee elects not to voluntarily waive his/her rights, the employee cannot submit his/her discrimination claim through the grievance process. Grievances must be filed within thirty (30) days of the date that the employee knew or should have known of the conduct being grieved. An employee shall be deemed to have exercised this option when the matter that gives rise to the allegation of discrimination is made the subject of a timely filed grievance or an informal EEO complaint, whichever event (filing) occurs first.

B. The Union and Employer shall agree on a panel of arbitrators who shall have at least five years of experience in employment discrimination law to hear such grievances at the arbitration level of review.

C. A party may appeal an arbitrator's award to the Public Employee Relations Board (PERB). If PERB fails to either exercise jurisdiction or fails to take any step to move the matter forward within 180 days, the complainant shall remove and file the matter with D.C. Office of Human Rights for *de novo* review.

D. A complainant has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process, except where there is a conflict of interest or position. No party (including the Employee or the Union) is entitled to attorney fees or costs at any level of review for any grievance filed under this Article.

E. The Employer shall notify the Union of all remedial or corrective actions that impact on bargaining unit employees to be taken as the result of informal or formal resolution of EEO complaints.

FORM TO BE COMPLETED BY EMPLOYEES WHO DECIDE TO FILE A GRIEVANCE OVER A DISCRIMINATION CHARGE

I, _____, acknowledge that I have decided to submit my employment discrimination charge through the grievance procedure. In consideration of arbitration, I will forego and waive my rights to file a separate claim under the discrimination statutes, including Title VII, in accordance with applicable law governing such elections. *See Alexander v. Denver-Gardner,* 415 U.S. 36 (1974).

Dated:

_____
EMPLOYEE'S NAME

ARTICLE 16
SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The Employer shall provide and maintain safe working conditions for all employees. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with the Comprehensive Merit Personnel Act (D.C. Official Code section 1-620.01 et seq., as amended (2012 Repl.)).

Section 2 - Corrective Actions:

A. If an employee observes a condition that he or she reasonably believes to be unsafe, the employee shall report the condition to the immediate supervisor and the OAG Risk Manager Specialist or the Risk Manager for the District agency, as applicable.

B. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee and contact the appropriate Risk Manager Specialist, as necessary. If the supervisor does not agree that the condition constitutes an immediate hazard to the health and safety of the employee, the employee may immediately refer the matter to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his/her Union representative to make a determination of final actions to be taken, if any.

C. Employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section 3 - First Aid Kits and Defibrillators:

A. Employer shall make first-aid kits reasonably available for the use of all employees in case of on the job injuries.

B. The need for additional first-aid kits is an appropriate issue for the Risk Assessment and Control Committee recommendation. Recommendations of the Risk Assessment and Control Committee will be referred to the Attorney General and/or the Mayor, or their designees.

C. Employer shall provide accessible defibrillators meeting the applicable standard of care where employees in the District legal service occupy office space.

D. Employees who have been identified by the Risk Management Specialist as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government risk standards shall receive appropriate health screening. In the absence of District Government risk standards, the OAG Risk Manager or the Risk Manager for the District agency, as applicable, will refer to standards established by other appropriate authorities such as OSHA, NIOSH or the EPA.

Section 4 – Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in a building. The Employer shall make this determination as expeditiously as possible. In lieu of dismissal, the Employer may authorize employees affected by excessive temperature conditions to telecommute until the condition abates. Administrative leave shall be granted if authorized by the Mayor, the Attorney General, or their designees.

Section 5 – Maintenance of Health Records:

Medical records of employees shall be maintained in accordance with the applicable provisions of law. Medical records shall not be disclosed to anyone except in compliance with applicable laws, rules and regulations relating to the disclosure of information. Copies of rules relating to medical records and information shall be made available to the Union.

ARTICLE 17
INFORMATIONAL REPORTS ON EMPLOYEES

Upon request, and at least annually by December 31st of each year, Employer shall provide the Union a list of bargaining unit members that includes the name, grade, step, title, hire date, organizational unit, assignment, location, contact information (including work address, telephone number and fax number) and bargaining unit status of each bargaining unit employee. The Employer shall maintain the Union on the regular distribution list for the New Hires and Resignations Report, which shall be updated at least quarterly. The Employer shall include the Union status on the New Hires and Resignations Report provided to the Union.

ARTICLE 18
FITNESS FOR DUTY

The Employer agrees to comply with applicable District law and controlling regulations concerning fitness for duty.

ARTICLE 19
REQUESTS FOR INFORMATION

Consistent with law and upon request of the Union, the Employer shall provide relevant information that the Union needs to perform its duties in grievance processing and collective bargaining negotiations.

ARTICLE 20
EMPLOYEE USE OF INFORMATION TECHNOLOGY

Section 1 – New Technology:

Whenever the Employer proposes to acquire or implement equipment or technological changes that may adversely impact employees in the bargaining unit, the Employer shall notify the Union and, when requested, bargain over any adverse effect. Appropriate training for affected employees that will enable them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide training for affected employees to acquire and maintain the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours. The Employer shall bear the expense of the training. The Employer shall provide training for employees who had previously not been required to use existing technology but who are then required to do so.

Section 2 – Electronic Mail Use:

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications that serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's Email User Policy. The parties agree that employees are allowed to use email on a limited basis for personal purposes, but such use should be limited to non-work time and should not interfere with the performance of the employee's duties, nor used to conduct outside employment or for discriminatory or harassing purposes or exchange of pornographic, discriminatory or harassing material.

Section 3 – Internet Access and Use:

The parties agree that Internet access through the Employer is considered D.C. Government property and must be used for the program needs of the OAG and the District of Columbia. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees are allowed to use the Internet on a limited basis for

personal purposes, but that such use should not interfere with the performance of the employee's duties. Employees are expressly prohibited from visiting websites to conduct outside employment or that contain discriminatory, pornographic, or harassing purposes.

Section 4 – Telephone Use:

The Employer and Union agree that D.C. Government telephones must be used primarily in support of D.C. Government programs. The parties acknowledge that employees are permitted to use telephones on an occasional and selective basis for personal purposes. Such use is a privilege and not a right and may not be abused for the conduct of outside employment during the scheduled tour of duty of the employee or for discriminatory, pornographic, or harassing purposes.

Section 5 – Privacy:

Except as provided generally under current, written, and published D.C. Government policies, the Office of the Attorney General shall not monitor employee email, telephone, or internet use, unless it has good cause to believe that an employee has violated this Article or any applicable law or regulation. The Employer will share with the Union notices of any changes or modifications to said policies that it receives.

ARTICLE 21
TRAINING

Section 1 - New Employee Orientation:

Employer will provide each new employee with an orientation and will notify the Union, in advance, of any such orientation. The orientation shall include a fifteen (15) minute presentation by the Union regarding Union membership.

Section 2 - Continued Training Opportunities:

The Employer and Union mutually agree that the legal services provided by attorneys employed by OAG and other District agencies that employ District legal service attorneys will be enhanced by the opportunity for attorneys to engage in continuing legal education that is relevant to their work. The Employer shall encourage and assist Employees in obtaining career-related training and education both inside and outside the OAG and other District agencies that employ District legal service attorneys by collecting and posting current information available on training and educational opportunities. The Employer shall inform Employees of time or expense assistance the Employer may be able to provide. Continued training shall be provided and approved within budgetary constraints. The Employer will use its best efforts to provide a variety of appropriate continuing legal education opportunities, including ongoing access to online training opportunities and legal ethics training opportunities, throughout each year at no cost to employees to enable employees to meet their continuing legal education requirements under the Legal Service Act.

Section 3 - Requests for Continued Training:

The Employer may consider requests for continued training of Employees and may provide time or expense assistance to Employees. Continued training opportunities shall be afforded Employees on a fair and impartial basis to the maximum extent possible. Employees shall be promptly informed of a denial of a training request together with the reason for the denial. The parties agree that the program needs of the Employer are paramount in providing training to Bargaining Unit Employees.

ARTICLE 22
EMPLOYEE RIGHTS

Section 1 – Respect in the Workplace:

It is the intent of the Mayor, the Attorney General, and the Union that all employees both within the bargaining unit and outside shall be treated with fairness and dignity.

Section 2 - Employee Rights:

A. All Union employees have the right, and shall be protected in the free exercise of that right without fear of penalty or reprisal:

(1) to organize a labor organization free from interference, restraint, or coercion;

(2) to form, join, or assist any labor organization;

(3) to bargain collectively through representatives of their own choosing; and

(4) to refrain from any or all such activities under subsections (1), (2), and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Official Code § 1-617.11 (2012 Supp.) ("Employee Rights").

B. Employee Rights shall extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Mayor, the Attorney General, D.C. Council and Congress.

Section 3 - Employee Grievances:

An individual employee may present a grievance at any time to the Employer without the intervention of the Union; provided, however, that the Union is afforded at least forty-eight (48) hours advance notice by the Employer to be present and to offer its view when requested by an employee at any meeting held to resolve the grievance. Any employee or group of employees

who present a personal grievance to the Employer may not do so under the name, or by representation, of the Union. Resolutions of grievance must be consistent with the terms of this Agreement.

Section 4 – Conflicts of Interest:

This Agreement does not authorize participation in the management of or acting as a representative of a labor organization by any employee if the participation or activity would result in a conflict of interest, a breach of legal ethics, or otherwise be incompatible with applicable law or with the official duties of the employee.

Section 5 - Campaigns or Drives - Solicitation of Employees in the Bargaining Unit:

A. Definition: For the purpose of this Article, solicitation of employees in the bargaining unit means OAG or District government approved solicitations which have been announced in generally published OAG or D.C. government directives.

B. Participation: Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer or solicit for contributions. Absent a volunteer, management will request the Union to assist in providing the needed volunteer. Consistent with District government ethics rules, regulations and law, no management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision except for occasional office functions.

ARTICLE 23
SABBATICAL/EXTENDED LEAVE

It is management policy to allow attorneys to apply for an extended time away from work for community service, education, travel or other outside interests in a non-pay status. To be eligible for a sabbatical, an attorney must have both: 1) been employed within the District legal service for seven years, and 2) received a performance evaluation of at least Successful, or an equivalent rating, in every category for the rating period which immediately precedes the application for sabbatical/extended leave. An attorney who receives a Needs Improvement or a Fails Expectation, or an equivalent rating, in any category is ineligible. At any time after completion of the attorney's seventh anniversary with the District legal service and each successive seven years after return from a sabbatical, the attorney may request up to one (1) year of leave as sabbatical. Attorneys who elect to take a sabbatical will return to a comparable position with the OAG or the District agency in which they worked prior to the sabbatical.

Section 1 – Process:

Application for sabbatical should be submitted to the attorney's immediate supervisor no later than 120 days before the proposed leave is to commence. The immediate supervisor shall review each application and send a recommendation to approve or disapprove the request to the Attorney General or agency director within 30 days of the submission of the request.

Section 2 – Supervisor's Authority:

Sabbaticals may be taken for any purpose. However, the reason for the request may be taken into consideration by the employee's supervisor in determining whether to approve the request. Final decision on request for sabbatical is in the sole discretion of the Mayor or Attorney General, as applicable, who, in his/her discretion, may set limits on the number of attorneys who shall be approved for a sabbatical in any one year. If an employee asks for the reason for the denial, a supervisor must provide a written justification for the denial. The denial of an application for sabbatical/extended leave is not grievable.

Section 3 – Potential Loss of Benefits and Insurance Premiums:

Attorneys understand that an extended leave of absence in a non -pay status may impact his or her retirement and other benefits with the District of Columbia. Attorneys also understand that they are required to pay their portion of any insurance premiums while in a non -pay status. Attorneys shall inform themselves of the District of Columbia rules and regulations applicable to an extended leave of absence in a non -pay status before submitting the request for sabbatical. Under no circumstances is the management required to allow attorneys to use leave intermittently to avoid the loss of benefits while the attorney is on sabbatical.

ARTICLE 24
PROMOTIONS, REASSIGNMENTS, AND DETAILS FOR ATTORNEYS IN THE OFFICE OF THE ATTORNEY GENERAL

Section 1 – Promotions:

The criteria and selection process for line attorney promotions are contained in OAG Office Order number 2007-36, entitled Promotion Policy for Legal Service Attorneys in the Office of the Attorney General. The terms of this policy are incorporated by reference into this Agreement, except as otherwise provided herein.

Section 2 - Promotion Priority Process:

Notwithstanding any other provision in this Agreement or in promotion policies and office orders, an attorney who is rated qualified for a promotion and assigned a promotion ranking number but not promoted in the rating period for which he or she is first qualified shall be promoted in rank order before attorneys who are later qualified for promotion, unless the Employer can demonstrate that a substantial reason exists for deviating from this provision.

Section 3 - The Promotions Ranking Committee:

A. The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives (i) from each division in OAG or (ii) selected by the Mayor's Office of Legal Counsel for each subordinate agency. The PRC will rank all promotion candidates office-wide in accordance with procedures outlined in the Office Order establishing the PRC. The PRC shall be governed by the specific provisions set forth in applicable District of Columbia laws and regulations.

B. Management will provide a copy of the current list and it shall provide an updated copy as changes are made.

Section 4 – Grievance on Failure to Comply with Process:

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the Attorney General or agency head, as applicable. However, attorneys may grieve management's alleged failure to comply with the process outlined in Office Order number 2007-36, later orders or section 2 above.

Section 5 – Filling Vacancies:

A. Whenever an attorney vacancy exists within OAG, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which may post such vacancy notice on Union bulletin boards or electronically. The Employer shall also post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of job openings will be provided by email to the Union President at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to the appropriate Personnel Office.

Section 6 - Job Qualifications:

Management has the right to determine job qualifications. Where the Employer has considered the recommendations and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates.

Section 7 - Additional Duties:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 24A
PROMOTIONS, REASSIGNMENTS, AND DETAILS FOR ATTORNEYS IN SUBORDINATE AGENCIES UNDER MOLC

Section 1: Promotions Policy

It is the policy of the Mayor of the District of Columbia and the Mayor's Office of Legal Counsel (MOLC) to reward well-deserving attorneys in the Legal Service for sustained exemplary performance. This Article sets forth the process and criteria for all attorney promotions in the subordinate agencies.

All promotions are dependent upon, and subject to, the availability of funds in the operating budget of the relevant subordinate agency.

Section 2 - Promotion from Grade 11 to Grade 12 and from Grade 12 to Grade 13

A. An attorney shall receive a promotion from Grade 11 to Grade 12 and from Grade 12 to 13, provided:

1. The attorney has served at least 12 months in grade; and
2. The attorney received an overall rating of "Successful", or the equivalent and at least an "Excellent" or the equivalent in two performance elements, in addition to any "Excellent" or the equivalent received in "Office Procedures" in their most recent Performance Appraisal.

An attorney who receives a rating of "Needs Improvement" or "Fails Expectations" overall, or in any category, is not eligible for a non-competitive promotion. Where the attorney meets the criteria immediately above, a supervisor/General Counsel or his/her designee, shall prepare and submit a written recommendation for non-competitive promotion through the subordinate agency director addressed to the MOLC Director. The recommendation for promotion shall be prepared within 30 days of the attorney's anniversary date with the relevant subordinate agency and shall be delivered to the agency director or his or her designee and agency fiscal officer.

B. Managers or supervisors recommending promotions shall state that:

1) The attorney has served the required year-in-grade;

2) The attorney has obtained a "Successful" or the equivalent overall rating and an "Excellent" or the equivalent in two performance elements in addition to any "Excellent" or the equivalent received in "Office Procedures";
3) The attorney has engaged in professional development; and
4) There are no other reasons why the employee should not be promoted.

Attorneys will be advised during the relevant appraisal process whether they have been recommended for promotion. A copy of the recommendation shall be sent to the Union.

Section 3 - Promotions to Grades 14 and 15

A. Criteria

An attorney may receive a competitive promotion (not automatic) to a Grade 14 and 15 if the following criteria are met:

1. Consistent Superior Performance

The attorney's overall job performance meets or exceeds established performance standards for that grade level. The attorney's two most recent performance evaluations, if available, shall be considered.

2. Demonstrated Specialized Expertise or Professional Distinction

The attorney has gained or developed specialized expertise in a subject or subjects relevant to the attorney's practice area at the agency. Such specialized expertise may be demonstrated by the complexity of matters handled or awards of professional distinction. Whether the attorney has demonstrated expertise beyond that of other attorneys performing the same or similar work at the same grade level shall be considered.

3. Satisfactory Handling of Increasingly More Complex Work

The attorney's workload has become increasingly more complex and the attorney performs in a manner that meets or exceeds established performance standards with little or no supervision. Factors to be considered include the complexity of the work, the productivity of the attorney, and the type and amount of supervision needed.

4. Time-In-Grade

The attorney has served at least 24 months as a Grade 13 or 14 as applicable.

5. Other Criteria

Other factors that may be considered include, but are not limited to, an attorney's seniority, the length of time that the recommendation for promotion has been pending, and the availability of funds in the agency budget.

B. Process

1. On or about January 31 of each calendar year, an attorney's immediate supervisor/ General Counsel shall consider the aforementioned criteria in determining whether to recommend attorneys to the next higher grade. Recommendations shall be submitted in writing by the supervisor/General Counsel through the agency director to the MOLC Director and the recommendation must specifically address the attorney's achievement of the criteria above for promotion.

2. If the employee has not been supervised by his or her current supervisor for at least 120 days, any supervisor who directly supervised the employee for at least 120 days during the current rating period, or for at least 120 days during the most recently completed rating period, may submit an advisory recommendation through the agency director.

3. All written recommendations from promotion of Legal Service attorneys to Grade 14 and 15 should specifically address the criteria as set forth in Section 3A above and shall include copies of the two most recent performance evaluations.

4. Each subordinate agency director or designee, as appropriate, shall review the recommendation for promotion within 120 days of receipt and issue a decision approving of or denying the recommendation. Any recommendations approved by the agency head shall be submitted to MOLC Director, or designee, for review.

5. In the event that all competitive promotions cannot be approved in any particular fiscal year for budgetary or other reasons, the agency director, in his or her discretion may consider the following criteria for promotion priority: (a) seniority in the subordinate agency; and (b) the length of service in the entire District government.

6. An attorney's promotion shall be effective at the beginning of the next pay period after the MOLC Director's final decision. Once the promotion is processed by DCHR, the attorney will receive pay retroactive to the promotion effective date.

Section 4 – Grievance on Failure to Comply with Process:

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion to the agency director. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the agency director. However, attorneys may grieve management's alleged failure to comply with the process outlined in Section 2 and 3B above.

Section 5 – Filling Vacancies:

A. Whenever an attorney vacancy exists at a subordinate agency, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which may post such

vacancy notice on Union bulletin boards or electronically. The Employer shall post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of job openings will be provided by email to the Union President at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to DCHR.

Section 6 - Job Qualifications:

Management has the right to determine job qualifications. Where the Employer has considered the recommendations and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates.

Section 7 - Additional Duties:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 25
TIMELY RECEIPT OF CORRECT PAY AND EXPENSE REIMBURSEMENTS

Section 1 - Tardy or Non-Receipt of Pay:

A. Employer shall use its best efforts to take all action necessary to correct tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors within its control.

B. Employer shall use its best efforts to take all action necessary to assist in correcting tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors when the specific error or needed correction is not within its control.

Section 2 - Pay Errors:

Employer shall expeditiously use its best efforts to take all action necessary to correct all other paycheck errors including those concerning benefits, sick leave, annual leave and various deductions. In any event, the Employer shall correct all pay errors no later than two (2) weeks following the identification of the error by the employee or the Employer. In the event that pay errors continue to exist more than two pay period after employee provides notice to the appropriate Employer representative and the delay results due to no fault of employee, employee shall receive four (4) hours of administrative leave.

Section 3 - Timely Receipt of Pay, Pay Increases, Bonuses and Reimbursements:

A. Employer agrees to use its best efforts to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer shall, among other things, use its best efforts to ensure that paperwork needed to implement such increases is completed within a reasonable time of the proposed effective date of the action and shall process the proposed action as expeditiously as possible, to avoid or minimize any delay in implementation.

A. The Employer must pay all pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases no later than two (2) pay periods following the effective date of the increase.

Section 4 - Timely Reimbursement of Expenses:

Employer shall use its best efforts to take all necessary action to ensure that reimbursement of pre-authorized expenses related to the employee's employment, including but not limited to travel and education expenses, is paid within thirty (30) days of submission of a proper request.

Section 5 – Audits:

In the event employee requests an audit of pay and benefit records because of errors made in their computation, Employer shall complete such audit and transmit the results to the requesting employee within ten (10) business days or shall provide the employee a reason why additional time is required and shall give a projected date of completion.

ARTICLE 26
GENERAL PROVISIONS

Section 1 - Work Rules:

Employees will be advised of verbal and written work rules that they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 – Identification Device:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters. Therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their clothing except when appearing in court or before any administrative tribunal or other government agency on behalf of the Employer.

Section 3 - Distribution of Agreement:

The Employer and the Union agree to electronically distribute the fully executed version of this contract to all management and covered employees upon execution of the contract by the parties.

Section 4 – Office Space:

Employer will consider the attorney client and other privileges in providing space. Office space will be identified by OAG, the Mayor, or their designees, and assigned by the Union. Employer determines space, division and section allocation, as well as what offices are available for bargaining unit employees. Employer will afford the Union the advance opportunity to consult over the design of new office space at each step of the design process. The parties acknowledge that this does not interfere with management's final authority to determine the final design.

ARTICLE 27
COMPUTATION OF TIME

All time frames referenced in this Agreement shall be interpreted as business days, unless otherwise specified.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 – Definitions:

A grievance under this section is an allegation that the other party has violated a provision of this Agreement. RIFs, furloughs, disciplinary actions and performance rating appeals are excluded from the definition of grievance under this section and such disciplinary actions and ratings are not subject to challenge, review or arbitration under the grievance and arbitration procedures of this section. The grievability of disciplinary actions and performance evaluations is governed by other parts of this Agreement and the Compensation Agreement.

Section 2 – Performance Ratings:

Any performance rating may be appealed within thirty (30) calendar days of receipt by the employee to a three-person committee established by the Attorney General or the Mayor's Office of Legal Counsel. The committee shall be empowered to review the basis for a direct supervisor's rating, conduct a hearing, receive written briefs, and issue a written decision which shall approve, modify, or reject a performance rating. Any decision by the Committee shall be appealable to the Attorney General or agency head, as applicable, within thirty (30) calendar days of receipt of the decision by the employee. The Attorney General's decision or agency head's decision, as applicable, shall be final and no further appeal shall be allowed under this Agreement. If the committee does not act within thirty (30) calendar days of the appeal, the evaluation may be appealed to the Attorney General or the agency head, as applicable who shall issue a decision within fifteen (15) calendar days thereafter. If the Attorney General or agency head, as applicable, does not act within fifteen (15) calendar days, unsatisfactory evaluations may be appealed under the provisions of this Article within fifteen (15) calendar days. The Attorney General and the Mayor's Office of Legal Counsel shall establish procedures for appeals under this Article to the committee and to the Attorney General and agency head, respectively.

Section 3 – General Provisions:

Any grievance that may arise between the parties involving an alleged violation of this Agreement shall be settled as described in this Article unless otherwise agreed to in writing by the Union President and the Attorney General or agency head, as applicable, or his/her designee.

Section 4 – Information Requests:

Both parties shall provide all information determined to be reasonable and needed by the other party for processing of a grievance after a request by the other party within a reasonable amount of time.

Section 5 – Procedure:

A. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Grievances must be filed at the lowest level where resolution is possible. Therefore, all grievances shall ordinarily be presented to the immediate supervisor unless it is clear that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. The Union may request a face-to-face meeting with the appropriate management representative who is delegated authority to deal with the grievance at each step. The parties agree to endeavor to engage in productive meetings to resolve a grievance.

B. Nothing in this Agreement shall be construed as precluding discussion between an employee, the Union and the appropriate supervisor over a matter of interest or concern to any of them prior to the initiation of a grievance. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude any party (the Union, the Employer or the Employee) from attempting to resolve the grievance informally at the appropriate level.

Step 1: The employee and/or the Union shall take up the grievance, in writing, with the employee's immediate supervisor within fifteen (15) business days from the date of the occurrence or when the employee or the Union knew or should have known of the occurrence. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the name of the grievant or grievants, the contract provisions allegedly violated, the basic facts, issues, or concerns giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The supervisor shall address the matter and shall respond, in writing, to the Steward and/or the employee within fifteen (15) business days after the receipt of the grievance.

Step 2: If the grievance has not been settled, or the supervisor has failed to respond, it may be presented in writing by the Union to the second level supervisor within ten (10) business days after the Step 1 response is due or received, whichever is sooner. The second level supervisor shall respond to the Union in writing within ten (10) business days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, or the supervisor has failed to respond, it may be presented in writing by the Union to the Attorney General or agency head, as applicable, or his/her designee, within twenty (20) working days after the Step 2 response is due or received, whichever is sooner. The Attorney General or agency head, as applicable, or his/her designee, shall respond in writing to the Union within twenty (20) business days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, or the Attorney General, or agency head, as applicable, or his/her designee has failed to respond, the Union may by written notice request arbitration within twenty (20) business days after the reply at Step 3 is due or received whichever is sooner.

A grievance filed by the Union on a matter involving more than one division within OAG, may be filed with the Attorney General or his/her designee at Step 3. The grievance must be filed within fifteen (15) business days from the date of the occurrence giving rise to the grievance or when the Union knew or should have known of the occurrence.

When mutually agreed by the parties, grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving all the grievances.

A grievance filed by the Union which does not seek personal relief for a particular employee or a group of employees, but rather expresses the Union's disagreement with management's interpretation or application of the Agreement and which seeks an institutional remedy shall be filed at Step 3 within fifteen (15) business days from the date of the occurrence or when the Union knew or should have known of the occurrence to the extent reasonably possible.

A grievance filed by the Employer should be filed directly with the Union President within fifteen(15) business days from the date of the occurrence or when the Employer knew or should have known of the occurrence giving rise to the grievance. The Union President shall have fifteen (15) business days to respond. If the Employer's grievance is still unresolved, or the Union President or his/her designee has failed to respond, the Employer may by written notice request arbitration within twenty (20) business days after the Union's reply is due or received whichever is sooner.

A grievance concerning a continuing violation of this Agreement may be filed at any time during the existence of the alleged violation of this Agreement.

Section 6 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union. The Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) calendar days after receipt of the list by both parties. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the FMCS

guidelines unless modified by this Agreement.

Section 7 – Authority of the Arbitrator:

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation or application of the express provisions of this Agreement at issue between the Union and the Employer consistent with applicable law and regulation. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, subject to either party's appeal rights to the Public Employee Relations Board and the Superior Court of the District of Columbia.

Section 8 - Decision of the Arbitrator:

The arbitrator shall be requested to render his/her decision in writing within thirty (30) calendar days after the conclusion of the arbitration hearing.

Section 9 - Expenses of the Arbitrator:

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

Section 10 - Time Off For Grievance Hearings:

The employee, Union Steward and/or Union representative shall, upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 4 of Article 6 on Union Stewards.

Section 11 – Time Limits:

All time limits following the initiation of any grievance set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if the request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and/or 2 of the procedure described in this Article.

Section 12 – Termination of Grievance:

A grievance shall terminate when either party terminates its own grievance, when both parties consent or for failure to meet contractual time limits. The termination of a grievance shall not prejudice either party from reinstituting a grievance at a later date.

Section 13 – Exclusions:

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

ARTICLE 29
DISCIPLINE AND DISCHARGE

Section 1 -- Disciplinary Actions:

A. Assistant Attorneys General ("AAG") and Assistant General Counsel ("AGC") in the bargaining unit are appointed to serve the District of Columbia consistent with the provisions of the Legal Service Act. An AAG or AGC may be subject to disciplinary action, including reprimand, suspension (with or without pay), reduction in grade or step, or removal for unacceptable performance or for any reason that is not arbitrary or capricious. Disciplinary actions shall be processed in accordance with Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Employer shall provide the Employee with ten (10) calendar days advance notice, consistent with the notice provisions of Chapter 36 of the D.C. Personnel Regulations, of any proposed discipline, with the exception of summary removal. The proposed notice of discipline will also be sent to the Union.

B. Notwithstanding Section 1A herein, the Attorney General or an agency head, may summarily suspend or remove a bargaining unit member, in accordance with Sections 1616 and 1617 of the DPM, when the employee's conduct:

1. Threatens the integrity of government operations;

2. Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or

3. Is detrimental to public health, safety, or welfare.

C. Upon request, an employee subject to any disciplinary action shall be allowed access to his or her office, at a mutually agreeable time, to retrieve personal items.

D. If there is no appeal pursuant to the provisions herein, the Attorney General's decision or agency head's decision, as applicable, shall be the final agency decision.

Section 2 -- Appeal Procedures:

After the Attorney General or agency head issues an administrative decision in accordance with §3614, Chapter 36 of the D.C. Personnel Regulations, the Union, on behalf of the Employee, may appeal the Attorney General's or agency head's suspensions of ten days or more, including demotions and terminations, within ten (10) business days of the Attorney General's or agency head's decision. This time limit may be extended by mutual consent of the parties, but if not so extended, must be strictly observed. An appeal to the nonbinding arbitrator shall stay the time limits for invoking a review by the Mayor under Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Attorney General's or the agency head's decision in connection with a suspension of less than ten days or any other corrective action is final and not subject to appeal.

Section 3 -- Stay of Disciplinary Action:

The filing of an appeal shall not serve to stay or delay the effective date of the Attorney General's or agency head's final administrative decision.

Section 4 -- Standard of Review and Authority of the Arbitrator:

A. The arbitrator's jurisdiction and authority and opinion shall be confined exclusively to suspensions of ten days or more, and shall be an advisory, nonbinding decision concerning whether the Employer's decision to discipline is: (1) a result of the Employee's unacceptable performance, (2) for any reason that is not arbitrary or capricious in accordance with § 106.56(a) of the Legal Service Act, or (3) both.

B. The arbitrator does not have authority to modify, amend, or rescind any disciplinary action or to impose any back-pay or other financial obligation on the Employer resulting from the disciplinary action.

Section 5 -- Time Limits:

All time limits set forth, in this Article must be strictly observed. If the Union fails to pursue any step within the time limit then it shall have no further right to continue the appeal.

Section 6 -- Extension of Time Limits:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if such request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and or 2 of the procedure described in this Article.

Section 7 -- Substitution of Binding Arbitration Procedures:

In the event that the Council of the District of Columbia legislatively establishes a binding arbitration process concerning discipline and discharge for any unit employees in the Legal Service, the parties agree to reopen negotiations solely to rescind this Article to the extent of any conflict and incorporate the binding arbitration process into this Agreement to the maximum extent possible.

ARTICLE 30
SAVINGS CLAUSE

SECTION 1:

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

SECTION 2:

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

ARTICLE 31
INCORPORATION OF COMPENSATION AGREEMENT TERMS

The terms and conditions of the Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2020, through September 30, 2023 (Compensation Agreement), are incorporated by reference into this Agreement. The provisions of the Compensation Agreement shall control to the extent of any inconsistency.

ARTICLE 32
DURATION AND FINALITY

Section 1 -- Effective Date

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2023, or until a new non-compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1- 617.17 (f)(1)(A)(i) (2012 Repl.).

Section 2 – Finality

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

On this _____ day of _____, 2022 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

2/15/22

Eugene Adams, Director
Mayor's Office of Legal Counsel

[redacted]

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

2/22/22

Aaron Finkhousen, President
AFGE, Local 1403

On this _____ day of _____, 2022 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

E. Lindsey Maxwell II, Esq., Director
Office of Labor Relations & Collective Bargaining

Vanessa Natale 2/15/22

Vanessa Natale, Deputy Director
Mayor's Office of Legal Counsel

Nadine Wilburn 3/8/2022

Nadine Wilburn, Chief Counsel & Sr. Advisor
Personnel, Labor & Employment Division
Office of the Attorney General

Rachel R Noteware

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

2-9-22

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

Rebecca P. Barnes Digitally signed by Rebecca P. Barnes Date: 2022.02.24 15:02:57 -05'00'

Rebecca Barnes, Vice President
AFGE, Local 1403

2/24/2022

Maureen Murat, Vice President
AFGE, Local 1403

Anne Hollander 2/25/22

Anne Hollander
AFGE, Local 1403

APPROVAL

This collective bargaining working conditions agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated March 8, 2022, has been reviewed in accordance with Section 1-617-15(a) of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 4 day of April, 2022.

Muriel E. Bowser, Mayor

MURIEL BOWSER
MAYOR

April 19, 2022

The Honorable Phil Mendelson
Chairman. Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to forward to the Council for its information, the **"Collective Bargaining Working Conditions Agreement between American Federation of Government Employees, Local 1403, AFL-CIO, and the District of Columbia and the Office of the Attorney General."** The negotiated Agreement governs the working conditions of employees who are employed by subordinate agencies under the personnel authority of the Mayor as well as by the Office of the Attorney General and are represented by AFGE Local Union 1403. The Agreement is effective until September 30, 2023.

Please contact me or Kathryn Naylor, Supervisory Attorney Advisor, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser

COLLECTIVE BARGAINING WORKING CONDITIONS AGREEMENT

BETWEEN

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

AND

THE DISTRICT OF COLUMBIA,

AND

THE OFFICE OF THE ATTORNEY GENERAL, THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 2023

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ARTICLE 1
RECOGNITION

Section 1 – Recognition:

A. The American Federation of Government Employees, (AFGE) Local 1403 (Union) is recognized as the sole and exclusive collective bargaining representative of employees in the bargaining unit as defined in Section 2 of this Article.

B. As the sole and exclusive representative, the Union is entitled to act for and to negotiate collective bargaining agreements (CBA) on behalf of all employees in the bargaining unit. The Union shall represent the interests of all employees in the bargaining unit without discrimination as to membership.

C. The Employer shall give the Union an opportunity to be present at any formal meeting between the Employer and one or more employee(s) in the bargaining unit concerning any grievance or general condition of employment of the employee(s) in the bargaining unit. A "formal meeting" refers to any meeting between an employee and any individual in his or her supervisory chain of control that includes at least one (1) other management official or supervisor and at least one (1) Union representative.

Section 2 – Coverage:

A. All Series 905 attorneys employed by the Office of the Attorney General for the District of Columbia ("OAG"), and all attorneys employed by an agency of the District of Columbia Government which is subordinate to the Mayor ("Agency Counsel Office" collectively with OAG referred to herein as "Employer"), except employees excluded under D.C. Official Code § 1-617.09(b). PERB Case No. O1-RC-03; Certification No. 121; PERB Case No. 01014-RC-0301, Certification No. 121, 133 (April 19, 2005).

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

ARTICLE 2
LABOR-MANAGEMENT RELATIONS

Section 1-A - Composition and Function of the OAG Labor-Management Committee:

A. The Union and the OAG shall continue the existing OAG Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and OAG representatives.

B. The purpose of the OAG LMC, which shall meet monthly unless canceled in advance by the chairs, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Employer within the framework of this Agreement.

C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 1-B -Composition and Function of the MOLC Labor-Management Committee:

A. The Union and the Mayor's Office of Legal Counsel (MOLC) shall continue the existing Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and MOLC representatives.

B. The purpose of the MOLC LMC, which shall meet quarterly, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Mayor within the framework of this Agreement.

C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

Section 2 – Subcommittees:

The parties may mutually agree to establish subcommittees of the LMCs to study problems and conditions.

Section 3 – Union's Right to Request Impact and Effects Bargaining:

Nothing herein shall be construed to limit the Union's right to request impact and effects bargaining over any proposed organizational changes.

Section 4- Labor-Management Meetings:

A. In mutual recognition of the parties' joint desire to discuss and resolve matters of concern at the lowest possible level, the Union steward and first-level supervisor, should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit, and if appropriate, the steward may meet with supervisors of a higher level. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.

B. Appropriate representatives from the Union and Employer shall meet at either party's request to discuss problems concerning the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion one (1) day before the meeting,

unless otherwise agreed. The parties further agree that items not on the agenda may be raised for discussion, if agreed to by the parties at the meeting.

Section 5 - Organizational Changes:

A. The parties agree that changes to the functions and structure (except changes involving a particular individual as to personnel/supervisory appointments or transfers or space relocations) of the Employer, are a proper matter for consideration by the Labor-Management Committee or relevant subcommittee. The Employer may, in its discretion, solicit the views of the Union on any proposed organizational change at any time, but agrees that it shall provide to the Union President a copy of the final draft of organizational changes that will impact Bargaining Unit Employees. The Union President or his/her designee may request a meeting concerning the proposed changes and the Attorney General and/or the Mayor, as appropriate, or their designees, shall honor any such request. Following these consultations, the Union will be provided a copy of the final plan that has been approved by appropriate officials. If any changes to the plan are made thereafter, the Union shall be provided a copy of such changes.

Section 6 – Risk Assessment:

B. The Union may make recommendations to the Attorney General and/or the Mayor, as appropriate, concerning risk management issues for District legal service employees. The Attorney General and/or the Mayor, as appropriate, or their designees will respond to risk management recommendations within a reasonable period of time after receipt, but in no event later than six months following the transmittal of a written recommendation from the LMC to the Attorney General and/or the Mayor, as appropriate.

ARTICLE 3
ADMINISTRATION OF LEAVE

Except as otherwise provided in this Agreement or the corresponding Compensation Agreement, the parties shall adhere to all applicable law and District government rules and regulations in the administration of leave. Annual leave must be requested reasonably in advance except in an emergency (unanticipated event). Employer's decision to grant or deny annual leave shall be made within 72 hours of the request, excluding Saturdays, Sundays, holidays, and any other day that the District government is closed and will be based solely on mission (including coverage) requirements. Except in emergency situations, the Employer shall not consider the reason for the annual leave request in making the leave determination. If requested by the employee, the supervisor shall discuss the reason for the denial of any request, and discuss when the employee will be able to take the requested leave. Requests for annual leave shall be approved when possible.

ARTICLE 4
ALTERNATIVE WORK SCHEDULES

Section 1 – Definitions:

A. Except as provided in this Article, the professional workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

B. **Professional Workweek:**

Attorneys work a professional work week on a salaried basis consisting of a minimum of forty (40) hours. The normal workweek for full-time attorneys shall consist of five (5) consecutive days, at least eight (8) hours of work, Monday through Friday. Management may vary the workweek of attorneys in order to meet work load requirements or emergency situations and must provide the employees with at least a two (2) day advance notice, if possible. Attorneys are exempt from the overtime restrictions under the Fair Labor Standards Act. However, in the event an employee is asked to work more than 8 hours per day or 40 hours per week, management will attempt to give as much notice as possible and reasonably consider any request for compensatory time covered elsewhere in this agreement.

Section 2 Fair Labor Standards Act:

Attorneys are excluded from the overtime provisions of the Fair Labor Standards Act (FLSA) and no overtime pay or compensatory time is authorized for work performed unless authorized elsewhere in this Agreement.

Section 3 Flexible/Alternative Work Schedules:

Employer shall maintain, to the extent already in effect, or establish at least the following three Alternative Work Schedules (AWS) for covered employees: (1) a Flexible Work Schedule, (2) a Compressed Work Schedule, and (3) a Teleworking Schedule, including Ad Hoc (or situational) teleworking.

AWS for OAG employees will be established consistent with OAG Office Order No. 2021-05.

For agency counsel, applicable DCHR Policy-Issuance I-2021-22 on AWS will apply. This Policy allows agencies to provide regular or routine teleworking up to two (2) days maximum on a weekly basis. Under this agreement, AWS may be combined; however, teleworking may only be combined with compressed schedules provided that agency counsel must work in-person in the office a minimum of three (3) days per week. To the extent that compressed work schedules entitle employees to receive one (1) day off during the week, then employees with combined teleworking and compressed schedules would be afforded no more than one (1) day of teleworking in any such weeks.
Employees are still allowed to combine ad hoc or situational teleworking with a compressed schedule. However, such ad hoc teleworking will not be afforded on a routine weekly basis.

The existing AWS policies of all agencies are hereby incorporated by reference into this Agreement provided that they allow for AWS as described in this Section. The normal work hours shall be adjusted, consistent with a supervisor's discretion set forth in the applicable OAG Office Order or governing policy for agency counsel under DCHR Policy Issuance I-2021-22, or other rule, regulation or law to allow for AWS schedules, with appropriate adjustments in affected leave. In deciding whether to grant an employee's request to use an alternative work schedule, the employee's supervisor shall consider, but is not limited to the following factors:

A. The demands of the requesting individual's work;

B. The need to maintain adequate staffing to handle unanticipated matters or cover matters that are handled by the Office, Unit, Section, or Division, even if that assignment is not assigned to the requesting employee;

(1) The needs of the work unit, including the need to ensure sufficient staffing levels during core hours and availability of office staff or government officials;

(2) Whether granting an AWS request results in the denial of annual or sick leave to other members of the Office, Unit, Section, or Division;

(3) The past performance of the requesting individual;

(4) Equitable sharing of Office functions;

a. Whether work assignments can be performed effectively and efficiently by an employee on the type of AWS being requested;

b. Whether the requested AWS places an undue burden on others within a particular Office, Unit, Section, or Division; and

c. Any other factor that may affect the quality or quantity of work accomplished by the Office, Unit, Section or Division.

Such schedules maybe appropriate where:

1. It is cost effective;

2. It increases employee morale and productivity; or

3. It better serves the needs of the public.

The Union shall be given advance notice when flexible/alternative work schedules are proposed and shall be given the opportunity to consult. A flexible/alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.

Section 4 Teleworking:

Supervisors may permit employees to use teleworking consistent with Section 3 above. Employees participating in teleworking plans must be accessible and available during their entire tour of duty and for recall to physically appear in the office. Employees should make every effort to report as soon as possible, generally within 2 hours. Employees are solely responsible for completing assigned work after appropriate management review and shall comply with management's requirements with regard to advance review of drafts prior to a final deadline.

Section 5 Supervisor's Authority:

An attorney's request for AWS shall not be unreasonably denied. An immediate supervisor must provide written justification for the denial of an AWS request. An attorney may seek review of the denial of an alternative work schedule to the manager of his/her immediate supervisor. OAG employees may appeal a manager's denial of his/her AWS request to the Attorney General. Agency employees may appeal a manager's denial of his/her AWS request to the Director of the MOLC. A supervisor may require AWS participants to provide additional information about conformance with their approved tours, such as the use of sign-in sheets, or other time accountability systems or methods.

Section 6 Impact and Effect Bargaining:

The Attorney General shall not change its existing AWS Office Order # 2021-05 without advance notice to the union and an opportunity to engage in impact and effects bargaining. Agencies shall not implement or change an alternate work schedule policy without advance notice to the union, an opportunity to engage in impact and effects bargaining and an opportunity to make substantive suggestions to any AWS policy before the policy's effective date.

ARTICLE 5
EMPLOYEE ASSISTANCE PROGRAM

Section 1 – General:

The parties recognize that alcoholism, drug abuse, and emotional and mental illness are health problems that may affect job performance. To this end, the Employer will, at least annually, make employees aware of the District's Employee Assistance Program (DPM Chapter 20B, Section 2050, EAP) and available services provided under it. The provisions of the DPM govern except as provided below.

Section 2 - Use of Sick Leave:

Employees undergoing a prescribed program of treatment for alcoholism, drug abuse, emotional illness, or mental illness will be allowed to use available sick leave for this purpose on the same basis as any other illness with appropriate documentation of attendance.

ARTICLE 6
UNION STEWARDS/OFFICIAL TIME

Section 1 - Number of Stewards:

A. The Union may designate, other than the Chief Steward, no more than five (5) stewards, or one (1) steward for every fifty (50) bargaining unit employees, whichever is greater.

B. The Union will endeavor, whenever possible, to limit the number of Union Representatives working in the same division, to a number that will not cause a significant work disruption in that work unit.

Section 2 - Designation of Representatives:

A. Union Officers, Stewards and Other Representatives

1. Union Officers and Stewards: The Union agrees to provide the Employer and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written list of its officers and stewards within two (2) workdays after the date this Agreement is executed and within five (5) working days after each general election.

2. Other Representatives: The Union will also notify the Employer and OLRCB, in writing, of other Union representatives who may request official time, along with a description of their individual Union assignments.

B. Changes in the list will be submitted to the Employer's designated official(s) at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If a Union official is not on the list of designated representatives and is needed prior to the two (2) days notice, the Union President shall notify the Employer's designated official(s) by phone and/or e-mail before the official will be recognized. The Employer shall recognize any Union official designated pursuant to this section.

C. The Employer will not recognize any Union official or representative who is not listed as required or for whom notification was not provided in accordance with this section.

D. Except where explicitly provided, this Agreement shall not be interpreted in any manner that interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

E. The Union will be notified prior to any change in tours of duty of duly appointed Stewards. The Union shall also be notified prior to the organization of tours of duty that would affect the members of the unit.

F. Employer recognizes that the Union may designate employee members, selected or appointed to a Union office or delegated to a Union function and agrees that, upon request, the employee may be granted annual leave or leave without pay for the period of time required to be away from his/her job. Such requests will be submitted as far in advance as possible, but not less than one (1) working day prior to the day the leave is to begin in the event the leave request is eight (8) hours or less, or five (5) working days in advance, in the event the leave request exceeds eight (8) hours. The Union shall be notified of a disapproval of leave in writing together with the Employer's justification. Leave contemplated under this article shall not be denied except for good cause.

Section 3 - Performance Appraisals:

A. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her participation in Union activities and/or use of official time to conduct labor-management business authorized by this Agreement. However, performance problems unrelated to participation in Union activities and/or the use of official time may be addressed in accordance with other relevant provisions of this Agreement.

B. At the beginning of the rating year or when the Union representative is initially appointed, workload and performance expectations will be established that consider the actual use of official time and the impact on performance of the duties of the employee's position. Additionally, the designated supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs.

Section 4 - Official Time for Representational Activity:

A. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions in accordance with the provisions of this Article as follows. The Union President will be assigned a caseload equal to no greater than 50% of the average caseload of an attorney with his or her grade level and experience in the Division which employs the Union President. The Union Vice President # 1 will be assigned a caseload equal to no greater than 80% of the average caseload of an attorney with his/her grade level and experience in the Division which employs the Union Vice President #1. The Union Vice President # 2 will be assigned a caseload equal to no greater than 85% of the average caseload of an attorney with his/her grade level and experience in the office which employs the Union Vice President #2. The Union represents that Union Vice President # 1 will primarily represent OAG employees and Union Vice President # 2 will primarily represent employees in subordinate agencies. No other Union members or officer will be assigned a reduced caseload. However, other Union members or officers shall be granted reasonable amounts of official time to investigate, prepare for, and conduct representational functions as needed, including necessary travel time. Employer will not be required to grant or approve official time for any Union shop

steward, officer or other representative who has not complied with the Employer notification requirements of Section 2 of this Article.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employees on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Examples of activities for which reasonable amounts of official time will be authorized include:

(1) collective bargaining negotiations;

(2) discussions with Employer representatives concerning personnel policies, practices, and matters affecting working conditions;

(3) any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under this Agreement;

(4) grievance meetings and arbitration hearings;

(5) a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;

(6) any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representative of the employee;

(7) any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;

(8) attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;

(9) informal consultation meetings between the Employer and the Union;

(10) conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;

(11) attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;

(12) attendance at labor-management committee meetings or other joint labor-management cooperative efforts;

(13) attendance at Employer recognized or sponsored activities to which the Union has been invited;

(14) attendance at public hearings of the District of Columbia City Council or other legislative/administrative bodies of the District or federal government relating to matters that affect either the Employer or labor relations/labor matters in the District of Columbia that impact or may impact the Union;

(15) necessary travel to any of the activities listed above;

(16) training related to the representational functions of Union officials and stewards which the parties agree is to their mutual benefit and for which management is given notice and provided with an agenda and course description; and

(17) new employee orientation meetings.

C. Official time shall not include time spent on internal Union business, including, but not limited to:

(1) Attending Local, Regional, or National Union meetings;

(2) Soliciting members;

(3) Collecting dues;

(4) Posting notices of Union meetings; administering elections;

(5) Preparing and distributing internal Union newsletters or other such internal documents; and,

(6) Internal Union strategy sessions, except for representational functions.

Section 5 - Requesting Official Time:

A. All use of official time by any Union officer, official, steward or other representative must be recorded on the Employer-approved Official Time Report Form and submitted on a monthly basis to Employer's designee.

B. Official time for Union representatives should be requested on the approved "Official Time Report" form. The Union representative will request authorization for official time from his or her supervisor in advance and as is consistent with workload requirements except when circumstances do not allow for advance approval (e.g., unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews; or circumstances where the employee might be subject to discipline). Failure to properly request and obtain approval of official time may result in disciplinary action depending on the circumstances.

C. All advance requests for official time are understood to be estimates.

D. If a request for official time is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing to the individual who was so denied, if the individual involved makes such a request.

E. Employee Union representatives, except the Union President, in light of his 50% reduced caseload, Vice President #1, in light of his or her 20% reduced caseload, and Vice President #2, in light of his or her 15% reduced caseload, will complete the "Official Time Report" form (attached to

this Agreement as Exhibit "A") provided by the Employer to accurately depict the actual official time used in a timely manner each pay period.

F. Management shall not prevent Union representatives from representing employees at reasonable times consistent with the provisions of this Agreement. 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 Employer agrees that such permission for release shall not be unreasonably delayed or denied. Workload needs will be balanced with official time needs prior to approval based on the following standard: official time requests shall be granted unless they hinder the accomplishment of essential workload requirements that cannot otherwise be accommodated.

G. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary, by either the Union or the Employer, as the case may be, at relevant proceedings (including hearings, meetings, arbitrations, oral replies, or other labor-management business) will receive necessary official/duty time to participate in and travel to and from the proceedings.

Section 6:

A. The parties agree that Union officials and stewards are entitled to take a reasonable amount of official time and the officials and stewards requesting/using official time shall be treated with civility and shall not be discriminated against because they participate in Union activities and/or take official time. Likewise, Union officials and stewards shall treat supervisors with civility in regard to their supervisors need to have information about the amount and type of official time being requested so that the supervisor can effectively manage their personnel and allotted workload. The parties agree that there is a need for flexibility to enable managers to effectuate the mission of the government and, at the same time, to enable Union officials and stewards of the bargaining unit to take care of Union business expeditiously.

B. In cases of alleged abuse of official time by the Union, or alleged improper restriction of official time or discrimination by the Employer, the parties shall endeavor to resolve the matter at the lowest possible level. If efforts to resolve the matter between the first line supervisor and the Union official or representative fail, then the party alleging the abuse or improper restriction shall bring the matter to the attention of the appropriate management and Union representatives. If the matter is not resolved then either party may seek assistance from the D.C. Office of Labor Relations and Collective Bargaining.

Section 7:

The parties shall conduct separate training concerning use of official time for members and managers and supervisors.

ARTICLE 7
UNION USE OF EMPLOYER FACILITIES AND SERVICES

Section 1:

Upon request, the Union may have access to meeting space by following established Employer procedures. Except as provided elsewhere in this Agreement, the Union shall attempt to hold meetings during the non-work time of employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 2:

Employer manpower, office space, and supplies, except as otherwise provided in this Agreement, shall not be used in support of internal Union business.

Section 3:

The Employer may provide appropriate office space with a locking door for the Union. Assigned Union office space will remain in use unless or until the Employer needs the use of the assigned space. In this event, management will notify the Union sixty (60) days in advance. Other approximately equivalent or mutually agreeable space will be made available at least fifteen (15) business days prior to the time the Union is required to vacate the present office.

Section 4:

The Employer will make available to the Union at a minimum two (2) locking file cabinets, one (1) desk, and three (3) chairs.

Section 5:

The Union shall limit its posting of notices and bulletins to Union-designated bulletin boards, and each such posting shall be authorized and initialed by a Union officer or steward. A courtesy copy of all materials to be posted pursuant to this article will be provided to the Attorney General and/or Mayor, as appropriate, or their designees at the time of posting. Each bulletin board shall have the following notice posted in a prominent place:

> This bulletin board is for the exclusive use of AFGE Local 1403 and its membership. Matters posted on the board are not intended to reflect the official views of the DC Government or the Employer unless issued by them.

Section 6:

The contents of the notices posted on the bulletin board shall be at the discretion of the Union, except that the Attorney General and/or Mayor, as appropriate, or their designees may request the removal of language or material that it believes is defamatory or discriminatory. With notice to the Union, Employer may remove language or material that is defamatory or discriminatory.

Section 7:

Union officers and representatives, and other unit members who serve in any capacity on behalf of the Union, may use their regular workstations including telephones, computers, and e-mails to communicate with bargaining unit employees in connection with their representational functions; provided however, such activity shall not interfere with the effective operation of the Government's business. Employer shall not monitor Union telephone or email activity or content related to representational functions. All communication regarding terms and conditions of employment shall be in accordance with the Code of Conduct applicable to District Government employees as defined in the Government Ethics Act (D.C. Law 19-124, D.C. Official Code § 1-1161.01 *et seq.*). Communications, including broadcast emails, will not contain statements that reflect on or attack the integrity or motives of individuals, the Office of the Attorney General, the Mayor, or other agencies of the District Government. Communications will clearly identify the Union official responsible for its content.

ARTICLE 8
PERSONNEL FILES

Section 1 - Official Files – Definition and Right to Examine:

Employees and/or their authorized representatives shall be permitted to examine all contents of the employee's personnel files, including without limitation the Official Personnel File ("OPF"), whether maintained by the Employer, DCHR or elsewhere, upon request.

Section 2 - Right to Respond:

Each Employee shall have the right to answer any material filed in his/her personnel files and his/her answer shall be attached to the material to which it relates. Unless prohibited by law or regulation, in the case of complaints made orally that are reduced to writing and placed in an personnel file, Employees shall be informed of the person making the complaint; the substance of the complaint, and the date the complaint was made and may respond as provided for in this section.

Section 3 - Right to Copy:

An employee and/or their authorized representatives will be permitted to copy any material in all personnel files, including without limitation the OPF, for that employee maintained by the Employer.

Section 4 - Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine all of the employee's personnel files, including without limitation the OPF, and obtain copies of the material free of charge.

Section 5 – Employee to Receive Copies:

As consistent with applicable law, the employee shall receive a copy of all material placed in his/her OPF and all personnel related materials, including electronic data, upon request.

ARTICLE 9
JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description. When there is a material change in job duties, the employee shall be given advance notice of the change.

ARTICLE 10
LATE ARRIVAL/EARLY DISMISSAL

Section 1 -- Late Arrival:

Employees shall be permitted to arrive late at work without charge to leave during inclement weather or during other extraordinary circumstances where the District government has authorized a late arrival for all non-essential employees, consistent with the authorization. All employees shall be considered non-essential for purposes of this Article unless they have been previously notified of their essential status.

Section 2 -- Early Dismissal:

A. Whenever the Attorney General, the Mayor, designated agency head, or an authorized official authorizes the early dismissal of District government employees, all employees (except those who have been designated in advance as essential employees consistent with the applicable laws and regulations and those who have been notified by their supervisor that because of specific pressing work requirements that they may not leave work early) shall be permitted to leave their duty stations consistent with the early dismissal authorization. The Attorney General and/or Mayor (or their designees) shall make every reasonable effort to ensure that employees are notified timely of the early dismissal or other leave policy during extraordinary circumstances. In addition, managers and supervisors shall make every reasonable attempt to ensure that employees who they manage or supervise are notified of the early dismissal authorization.

B. Notice shall be provided to employees whose work assignments do not permit them to leave work early regardless of the general early release authorization.

Section 3 -- Employees on leave during the late arrival/early dismissal period:

An employee who previously requested and was granted leave during the authorized late arrival and/or early dismissal hours shall not be charged leave for the period requested that coincides with the authorized late arrival and/or early dismissal hours.

ARTICLE 11
STRIKES AND LOCKOUTS

In accordance with applicable law, it shall be unlawful for any District Government employee or the Union to authorize, ratify or participate in a strike against the District. The term strike as used herein means any unauthorized concerted work stoppage or slowdown. No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 12
CONTRACTING OUT/PRIVATIZATION

Employer recognizes the Union's desire to retain all work regularly performed for the Employer, and the Union recognizes the Employer's need to maintain an efficient workplace; therefore, Employer will use its best efforts to continue to use bargaining unit employees and not subcontract work that has been traditionally and regularly performed by its employees. Decisions regarding contracting out are areas of discretion of the Employer. The impact and implementation of contracting out upon bargaining unit employees is a mandatory subject of bargaining. The Employer must notify the Union at least thirty (30) days in advance of any contracting out actions. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Employer shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees. The Employer shall minimize displacement actions by reassigning or retraining affected employees in order to retain bargaining unit employees consistent with available budget and applicable laws and regulations.

ARTICLE 13
UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

The Union shall be the exclusive collective bargaining representative of bargaining unit employees.

Section 2 – Access to Employees:

Representatives of the Union shall have access to individual employees, either new or rehired, in its bargaining unit to explain Union membership, services and programs. Such access shall be voluntary for new and rehired employees and shall occur during the formal orientation session. The Union shall have the opportunity to provide a fifteen (15) minute presentation as a part of the orientation programs for the Employer.

Section 3 – Dues Check Off:

Pursuant to D.C. Official Code § 1-617.07 (2012 Repl.), the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights consistent with Supreme Court precedent. The employee must complete and sign an authorized dues deduction form to authorize the withholding. Employer will promptly process dues deduction forms.

Section 4 – Annual Notification of Annual Dues Amount:

The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining (OLRCB) annually in writing by the appropriate official of the Union. The employee's authorization shall be forwarded to the OLRCB. It is the responsibility of the employee and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes shall be made at the earliest opportunity after notification is received but in no case will changes be made retroactively, unless the Employer fails to deduct dues due to the Employer's action or inaction. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

Section 5 – Cost of Processing:

Union dues shall be transmitted to the Union, minus a fee of $.15 per dues deduction per pay period, payable to the OLRCB or the Office of the Attorney General, as the case may be, for the administrative expenses associated with the collection of said dues pursuant to executed dues check off authorizations.

Section 6 – Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability that may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section 7:

Payment of dues shall not be a condition of employment.

Section 8:

The Union may require that an employee who does not pay dues to pay reasonable costs incurred by the Union in representing such employee in grievances, adverse actions or appeal proceedings within the provisions of the CMPA, provided the Union gives advance notice of said costs to the employee.

Section 9:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

ARTICLE 14
TERM EMPLOYEES

Section 1:

A. Term employees in the bargaining unit shall be given not less than two (2) pay periods notice of the termination of their appointment.

B. Term bargaining unit employees shall be fully informed in their offer letter prior to their entrance on duty that the offer of employment is a term position. Term employees shall be provided a copy of their official position description.

C. To the extent not inconsistent with District or Federal law and regulations, the Employer shall use its best efforts, to convert term bargaining unit employees ("NTE employees") to permanent ("FTE") status by the end of each fiscal year if (1) the employee is in a pay status on September 30, 2017, and at the start of each successive fiscal year; (2) Council appropriates sufficient funding that may be utilized for the conversion of attorney term employment into permanent employment; (3) the employee performs services for which the Employer has a continuous need; and (4) the employee has both served for at least one year and performed at a meets expectations level, or the equivalent, for the most recent evaluation rating

period. If a term employee is separated by management for any reason, other than project termination or budgetary reasons, and management previously extended the employee's term for 13 months, so that the employee is separated at the end of his or her second term, the employee shall have an opportunity to challenge his or her separation to the same extent as permanent unit employees.

D. By December 1st of each year, Employer must provide the Union with the names of all unit term employees, the reason why their positions are term positions, and the names of all unit employees who have been converted to FTE status.

Section 2 – Priority Conversion of NTE Employees to FTE Status:

When management determines to fill a FTE vacancy in a legal services section, the most senior qualified NTE employee with substantially similar, or greater, experience to the vacant position in that section, providing that the employee has a satisfactory performance appraisal and more than 24 months continuous employment, must be offered the FTE position.

ARTICLE 15
DISCRIMINATION

Section 1 – General Provisions:

A. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code 2-1401 et seq. (2012 Repl.), the Employer shall not discriminate against any Employee because of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, disability, gender identity or expression or genetic information.

B. Employer and the Union agree to cooperate to provide equal opportunity for employment and promotion to all qualified persons, to cooperate in ending discrimination, and to promote the full realization of equal employment opportunity through a positive and continuing effort. To this end, EEO concerns may be filed with OAG's or the Mayor's EEO Director, as applicable and in accordance with OAG's Equal Employment Opportunity Office Order currently in effect, as amended, or any substantively similar Mayoral policy or directive, respectively and as the case may be. . At the request of either the Union or Employer, the appropriate EEO Director shall consider any employment practice or policy that allegedly has an adverse impact on members of any protected group.

Section 2 - Equal Employment Practices:

The Employer shall continue implementation of any applicable Equal Employment Opportunity Policy and any applicable Affirmative Action Plan in accordance with existing law on affirmative action. The respective Affirmative Action Plans will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. The Union may provide nonbinding input on the development of the Affirmative Action Plans through OAG's or the Mayor's EEO

Director, as applicable. The Employer shall provide the Union a copy of the Affirmative Action Plans, when developed by the Employer.

Section 3 – Sexual Harassment:

A. All Employees must be allowed to work in an environment free from sexual harassment. Therefore, the Union and Employer agree to identify and work to eliminate such occurrences in accordance with any applicable District sexual harassment policy as amended or any subsequent policy developed.

B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 4 – Union Activity:

The Employer shall not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee has the right, freely and without fear of penalty or reprisal:

A. To form, join and assist in labor organization or to refrain from this activity;

B. To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under the law, rules and regulations through a duly designated representative; and

C. To be protected in the exercise of these rights.

Section 5 – Discrimination Charges and Election:

A. An employee may raise a complaint of discrimination under applicable law (to the Mayor's or OAG's EEO Director through the administrative complaint process, the Office of Human Rights, the Equal Employment Opportunity Commission, local or federal courts). In consideration for the benefits of arbitration, each employee must sign the attached waiver acknowledging voluntary waiver of his/her federal statutory rights, including his/her rights under Title VII as a condition precedent to submission of his/her discrimination complaint to the grievance process. If an employee elects not to voluntarily waive his/her rights, the employee cannot submit his/her discrimination claim through the grievance process. Grievances must be filed within thirty (30) days of the date that the employee knew or should have known of the conduct being grieved. An employee shall be deemed to have exercised this option when the matter that gives rise to the allegation of discrimination is made the subject of a timely filed grievance or an informal EEO complaint, whichever event (filing) occurs first.

B. The Union and Employer shall agree on a panel of arbitrators who shall have at least five years of experience in employment discrimination law to hear such grievances at the arbitration level of review.

C. A party may appeal an arbitrator's award to the Public Employee Relations Board (PERB). If PERB fails to either exercise jurisdiction or fails to take any step to move the matter forward within 180 days, the complainant shall remove and file the matter with D.C. Office of Human Rights for *de novo* review.

D. A complainant has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process, except where there is a conflict of interest or position. No party (including the Employee or the Union) is entitled to attorney fees or costs at any level of review for any grievance filed under this Article.

E. The Employer shall notify the Union of all remedial or corrective actions that impact on bargaining unit employees to be taken as the result of informal or formal resolution of EEO complaints.

FORM TO BE COMPLETED BY EMPLOYEES WHO DECIDE TO FILE A GRIEVANCE OVER A DISCRIMINATION CHARGE

I, _____, acknowledge that I have decided to submit my employment discrimination charge through the grievance procedure. In consideration of arbitration, I will forego and waive my rights to file a separate claim under the discrimination statutes, including Title VII, in accordance with applicable law governing such elections. *See Alexander v. Denver-Gardner,* 415 U.S. 36 (1974).

Dated:

_____
EMPLOYEE'S NAME

ARTICLE 16
SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The Employer shall provide and maintain safe working conditions for all employees. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with the Comprehensive Merit Personnel Act (D.C. Official Code section 1-620.01 et seq., as amended (2012 Repl.)).

Section 2 - Corrective Actions:

A. If an employee observes a condition that he or she reasonably believes to be unsafe, the employee shall report the condition to the immediate supervisor and the OAG Risk Manager Specialist or the Risk Manager for the District agency, as applicable.

B. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee and contact the appropriate Risk Manager Specialist, as necessary. If the supervisor does not agree that the condition constitutes an immediate hazard to the health and safety of the employee, the employee may immediately refer the matter to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his/her Union representative to make a determination of final actions to be taken, if any.

C. Employees shall be protected against penalty or reprisal for reporting an unsafe or unhealthful working condition or practice, or assisting in the investigation of such condition or practice.

Section 3 - First Aid Kits and Defibrillators:

A. Employer shall make first-aid kits reasonably available for the use of all employees in case of on the job injuries.

B. The need for additional first-aid kits is an appropriate issue for the Risk Assessment and Control Committee recommendation. Recommendations of the Risk Assessment and Control Committee will be referred to the Attorney General and/or the Mayor, or their designees.

C. Employer shall provide accessible defibrillators meeting the applicable standard of care where employees in the District legal service occupy office space.

D. Employees who have been identified by the Risk Management Specialist as having been exposed to a toxic substance (including, but not limited to asbestos) in sufficient quantity or duration to meet District Government risk standards shall receive appropriate health screening. In the absence of District Government risk standards, the OAG Risk Manager or the Risk Manager for the District agency, as applicable, will refer to standards established by other appropriate authorities such as OSHA, NIOSH or the EPA.

Section 4 – Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in a building. The Employer shall make this determination as expeditiously as possible. In lieu of dismissal, the Employer may authorize employees affected by excessive temperature conditions to telecommute until the condition abates. Administrative leave shall be granted if authorized by the Mayor, the Attorney General, or their designees.

Section 5 – Maintenance of Health Records:

Medical records of employees shall be maintained in accordance with the applicable provisions of law. Medical records shall not be disclosed to anyone except in compliance with applicable laws, rules and regulations relating to the disclosure of information. Copies of rules relating to medical records and information shall be made available to the Union.

ARTICLE 17
INFORMATIONAL REPORTS ON EMPLOYEES

Upon request, and at least annually by December 31st of each year, Employer shall provide the Union a list of bargaining unit members that includes the name, grade, step, title, hire date, organizational unit, assignment, location, contact information (including work address, telephone number and fax number) and bargaining unit status of each bargaining unit employee. The Employer shall maintain the Union on the regular distribution list for the New Hires and Resignations Report, which shall be updated at least quarterly. The Employer shall include the Union status on the New Hires and Resignations Report provided to the Union.

ARTICLE 18
FITNESS FOR DUTY

The Employer agrees to comply with applicable District law and controlling regulations concerning fitness for duty.

ARTICLE 19
REQUESTS FOR INFORMATION

Consistent with law and upon request of the Union, the Employer shall provide relevant information that the Union needs to perform its duties in grievance processing and collective bargaining negotiations.

ARTICLE 20
EMPLOYEE USE OF INFORMATION TECHNOLOGY

Section 1 – New Technology:

Whenever the Employer proposes to acquire or implement equipment or technological changes that may adversely impact employees in the bargaining unit, the Employer shall notify the Union and, when requested, bargain over any adverse effect. Appropriate training for affected employees that will enable them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide training for affected employees to acquire and maintain the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours. The Employer shall bear the expense of the training. The Employer shall provide training for employees who had previously not been required to use existing technology but who are then required to do so.

Section 2 – Electronic Mail Use:

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications that serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's Email User Policy. The parties agree that employees are allowed to use email on a limited basis for personal purposes, but such use should be limited to non-work time and should not interfere with the performance of the employee's duties, nor used to conduct outside employment or for discriminatory or harassing purposes or exchange of pornographic, discriminatory or harassing material.

Section 3 – Internet Access and Use:

The parties agree that Internet access through the Employer is considered D.C. Government property and must be used for the program needs of the OAG and the District of Columbia. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees are allowed to use the Internet on a limited basis for

personal purposes, but that such use should not interfere with the performance of the employee's duties. Employees are expressly prohibited from visiting websites to conduct outside employment or that contain discriminatory, pornographic, or harassing purposes.

Section 4 – Telephone Use:

The Employer and Union agree that D.C. Government telephones must be used primarily in support of D.C. Government programs. The parties acknowledge that employees are permitted to use telephones on an occasional and selective basis for personal purposes. Such use is a privilege and not a right and may not be abused for the conduct of outside employment during the scheduled tour of duty of the employee or for discriminatory, pornographic, or harassing purposes.

Section 5 – Privacy:

Except as provided generally under current, written, and published D.C. Government policies, the Office of the Attorney General shall not monitor employee email, telephone, or internet use, unless it has good cause to believe that an employee has violated this Article or any applicable law or regulation. The Employer will share with the Union notices of any changes or modifications to said policies that it receives.

ARTICLE 21
TRAINING

Section 1 - New Employee Orientation:

Employer will provide each new employee with an orientation and will notify the Union, in advance, of any such orientation. The orientation shall include a fifteen (15) minute presentation by the Union regarding Union membership.

Section 2 - Continued Training Opportunities:

The Employer and Union mutually agree that the legal services provided by attorneys employed by OAG and other District agencies that employ District legal service attorneys will be enhanced by the opportunity for attorneys to engage in continuing legal education that is relevant to their work. The Employer shall encourage and assist Employees in obtaining career-related training and education both inside and outside the OAG and other District agencies that employ District legal service attorneys by collecting and posting current information available on training and educational opportunities. The Employer shall inform Employees of time or expense assistance the Employer may be able to provide. Continued training shall be provided and approved within budgetary constraints. The Employer will use its best efforts to provide a variety of appropriate continuing legal education opportunities, including ongoing access to online training opportunities and legal ethics training opportunities, throughout each year at no cost to employees to enable employees to meet their continuing legal education requirements under the Legal Service Act.

Section 3 - Requests for Continued Training:

The Employer may consider requests for continued training of Employees and may provide time or expense assistance to Employees. Continued training opportunities shall be afforded Employees on a fair and impartial basis to the maximum extent possible. Employees shall be promptly informed of a denial of a training request together with the reason for the denial. The parties agree that the program needs of the Employer are paramount in providing training to Bargaining Unit Employees.

ARTICLE 22
EMPLOYEE RIGHTS

Section 1 – Respect in the Workplace:

It is the intent of the Mayor, the Attorney General, and the Union that all employees both within the bargaining unit and outside shall be treated with fairness and dignity.

Section 2 - Employee Rights:

A. All Union employees have the right, and shall be protected in the free exercise of that right without fear of penalty or reprisal:

(1) to organize a labor organization free from interference, restraint, or coercion;

(2) to form, join, or assist any labor organization;

(3) to bargain collectively through representatives of their own choosing; and

(4) to refrain from any or all such activities under subsections (1), (2), and (3) of this subsection, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Official Code § 1-617.11 (2012 Supp.) ("Employee Rights").

B. Employee Rights shall extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Mayor, the Attorney General, D.C. Council and Congress.

Section 3 - Employee Grievances:

An individual employee may present a grievance at any time to the Employer without the intervention of the Union; provided, however, that the Union is afforded at least forty-eight (48) hours advance notice by the Employer to be present and to offer its view when requested by an employee at any meeting held to resolve the grievance. Any employee or group of employees

who present a personal grievance to the Employer may not do so under the name, or by representation, of the Union. Resolutions of grievance must be consistent with the terms of this Agreement.

Section 4 – Conflicts of Interest:

This Agreement does not authorize participation in the management of or acting as a representative of a labor organization by any employee if the participation or activity would result in a conflict of interest, a breach of legal ethics, or otherwise be incompatible with applicable law or with the official duties of the employee.

Section 5 - Campaigns or Drives - Solicitation of Employees in the Bargaining Unit:

A. Definition: For the purpose of this Article, solicitation of employees in the bargaining unit means OAG or District government approved solicitations which have been announced in generally published OAG or D.C. government directives.

B. Participation: Contributions from employees in the bargaining unit and participation by employees in the unit to solicit contributions shall be voluntary. There shall be no discrimination against any employee in the unit for non-participation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer or solicit for contributions. Absent a volunteer, management will request the Union to assist in providing the needed volunteer. Consistent with District government ethics rules, regulations and law, no management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision except for occasional office functions.

ARTICLE 23
SABBATICAL/EXTENDED LEAVE

It is management policy to allow attorneys to apply for an extended time away from work for community service, education, travel or other outside interests in a non-pay status. To be eligible for a sabbatical, an attorney must have both: 1) been employed within the District legal service for seven years, and 2) received a performance evaluation of at least Successful, or an equivalent rating, in every category for the rating period which immediately precedes the application for sabbatical/extended leave. An attorney who receives a Needs Improvement or a Fails Expectation, or an equivalent rating, in any category is ineligible. At any time after completion of the attorney's seventh anniversary with the District legal service and each successive seven years after return from a sabbatical, the attorney may request up to one (1) year of leave as sabbatical. Attorneys who elect to take a sabbatical will return to a comparable position with the OAG or the District agency in which they worked prior to the sabbatical.

Section 1 – Process:

Application for sabbatical should be submitted to the attorney's immediate supervisor no later than 120 days before the proposed leave is to commence. The immediate supervisor shall review each application and send a recommendation to approve or disapprove the request to the Attorney General or agency director within 30 days of the submission of the request.

Section 2 – Supervisor's Authority:

Sabbaticals may be taken for any purpose. However, the reason for the request may be taken into consideration by the employee's supervisor in determining whether to approve the request. Final decision on request for sabbatical is in the sole discretion of the Mayor or Attorney General, as applicable, who, in his/her discretion, may set limits on the number of attorneys who shall be approved for a sabbatical in any one year. If an employee asks for the reason for the denial, a supervisor must provide a written justification for the denial. The denial of an application for sabbatical/extended leave is not grievable.

Section 3 – Potential Loss of Benefits and Insurance Premiums:

Attorneys understand that an extended leave of absence in a non -pay status may impact his or her retirement and other benefits with the District of Columbia. Attorneys also understand that they are required to pay their portion of any insurance premiums while in a non -pay status. Attorneys shall inform themselves of the District of Columbia rules and regulations applicable to an extended leave of absence in a non -pay status before submitting the request for sabbatical. Under no circumstances is the management required to allow attorneys to use leave intermittently to avoid the loss of benefits while the attorney is on sabbatical.

ARTICLE 24
PROMOTIONS, REASSIGNMENTS, AND DETAILS FOR ATTORNEYS IN THE OFFICE OF THE ATTORNEY GENERAL

Section 1 – Promotions:

The criteria and selection process for line attorney promotions are contained in OAG Office Order number 2007-36, entitled Promotion Policy for Legal Service Attorneys in the Office of the Attorney General. The terms of this policy are incorporated by reference into this Agreement, except as otherwise provided herein.

Section 2 - Promotion Priority Process:

Notwithstanding any other provision in this Agreement or in promotion policies and office orders, an attorney who is rated qualified for a promotion and assigned a promotion ranking number but not promoted in the rating period for which he or she is first qualified shall be promoted in rank order before attorneys who are later qualified for promotion, unless the Employer can demonstrate that a substantial reason exists for deviating from this provision.

Section 3 - The Promotions Ranking Committee:

A. The Promotions Ranking Committee (PRC) shall be comprised of Employer representatives (i) from each division in OAG or (ii) selected by the Mayor's Office of Legal Counsel for each subordinate agency. The PRC will rank all promotion candidates office-wide in accordance with procedures outlined in the Office Order establishing the PRC. The PRC shall be governed by the specific provisions set forth in applicable District of Columbia laws and regulations.

B. Management will provide a copy of the current list and it shall provide an updated copy as changes are made.

Section 4 – Grievance on Failure to Comply with Process:

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the Attorney General or agency head, as applicable. However, attorneys may grieve management's alleged failure to comply with the process outlined in Office Order number 2007-36, later orders or section 2 above.

Section 5 – Filling Vacancies:

A. Whenever an attorney vacancy exists within OAG, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which may post such vacancy notice on Union bulletin boards or electronically. The Employer shall also post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of job openings will be provided by email to the Union President at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to the appropriate Personnel Office.

Section 6 - Job Qualifications:

Management has the right to determine job qualifications. Where the Employer has considered the recommendations and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates.

Section 7 - Additional Duties:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 24A
PROMOTIONS, REASSIGNMENTS, AND DETAILS FOR ATTORNEYS IN SUBORDINATE AGENCIES UNDER MOLC

Section 1: Promotions Policy

It is the policy of the Mayor of the District of Columbia and the Mayor's Office of Legal Counsel (MOLC) to reward well-deserving attorneys in the Legal Service for sustained exemplary performance. This Article sets forth the process and criteria for all attorney promotions in the subordinate agencies.

All promotions are dependent upon, and subject to, the availability of funds in the operating budget of the relevant subordinate agency.

Section 2 - Promotion from Grade 11 to Grade 12 and from Grade 12 to Grade 13

A. An attorney shall receive a promotion from Grade 11 to Grade 12 and from Grade 12 to 13, provided:

1. The attorney has served at least 12 months in grade; and
2. The attorney received an overall rating of "Successful", or the equivalent and at least an "Excellent" or the equivalent in two performance elements, in addition to any "Excellent" or the equivalent received in "Office Procedures" in their most recent Performance Appraisal.

An attorney who receives a rating of "Needs Improvement" or "Fails Expectations" overall, or in any category, is not eligible for a non-competitive promotion. Where the attorney meets the criteria immediately above, a supervisor/General Counsel or his/her designee, shall prepare and submit a written recommendation for non-competitive promotion through the subordinate agency director addressed to the MOLC Director. The recommendation for promotion shall be prepared within 30 days of the attorney's anniversary date with the relevant subordinate agency and shall be delivered to the agency director or his or her designee and agency fiscal officer.

B. Managers or supervisors recommending promotions shall state that:

1) The attorney has served the required year-in-grade;

2) The attorney has obtained a "Successful" or the equivalent overall rating and an "Excellent" or the equivalent in two performance elements in addition to any "Excellent" or the equivalent received in "Office Procedures";
3) The attorney has engaged in professional development; and
4) There are no other reasons why the employee should not be promoted.

Attorneys will be advised during the relevant appraisal process whether they have been recommended for promotion. A copy of the recommendation shall be sent to the Union.

Section 3 - Promotions to Grades 14 and 15

A. Criteria

An attorney may receive a competitive promotion (not automatic) to a Grade 14 and 15 if the following criteria are met:

1. Consistent Superior Performance

The attorney's overall job performance meets or exceeds established performance standards for that grade level. The attorney's two most recent performance evaluations, if available, shall be considered.

2. Demonstrated Specialized Expertise or Professional Distinction

The attorney has gained or developed specialized expertise in a subject or subjects relevant to the attorney's practice area at the agency. Such specialized expertise may be demonstrated by the complexity of matters handled or awards of professional distinction. Whether the attorney has demonstrated expertise beyond that of other attorneys performing the same or similar work at the same grade level shall be considered.

3. Satisfactory Handling of Increasingly More Complex Work

The attorney's workload has become increasingly more complex and the attorney performs in a manner that meets or exceeds established performance standards with little or no supervision. Factors to be considered include the complexity of the work, the productivity of the attorney, and the type and amount of supervision needed.

4. Time-In-Grade

The attorney has served at least 24 months as a Grade 13 or 14 as applicable.

5. Other Criteria

Other factors that may be considered include, but are not limited to, an attorney's seniority, the length of time that the recommendation for promotion has been pending, and the availability of funds in the agency budget.

B. Process

1. On or about January 31 of each calendar year, an attorney's immediate supervisor/ General Counsel shall consider the aforementioned criteria in determining whether to recommend attorneys to the next higher grade. Recommendations shall be submitted in writing by the supervisor/General Counsel through the agency director to the MOLC Director and the recommendation must specifically address the attorney's achievement of the criteria above for promotion.

2. If the employee has not been supervised by his or her current supervisor for at least 120 days, any supervisor who directly supervised the employee for at least 120 days during the current rating period, or for at least 120 days during the most recently completed rating period, may submit an advisory recommendation through the agency director.

3. All written recommendations from promotion of Legal Service attorneys to Grade 14 and 15 should specifically address the criteria as set forth in Section 3A above and shall include copies of the two most recent performance evaluations.

4. Each subordinate agency director or designee, as appropriate, shall review the recommendation for promotion within 120 days of receipt and issue a decision approving of or denying the recommendation. Any recommendations approved by the agency head shall be submitted to MOLC Director, or designee, for review.

5. In the event that all competitive promotions cannot be approved in any particular fiscal year for budgetary or other reasons, the agency director, in his or her discretion may consider the following criteria for promotion priority: (a) seniority in the subordinate agency; and (b) the length of service in the entire District government.

6. An attorney's promotion shall be effective at the beginning of the next pay period after the MOLC Director's final decision. Once the promotion is processed by DCHR, the attorney will receive pay retroactive to the promotion effective date.

Section 4 – Grievance on Failure to Comply with Process:

Attorneys may not grieve a failure to obtain a promotion or failure to appear on a list of candidates recommended for promotion to the agency director. The decision on whether to grant a promotion is within the sole and unreviewable discretion of the agency director. However, attorneys may grieve management's alleged failure to comply with the process outlined in Section 2 and 3B above.

Section 5 – Filling Vacancies:

A. Whenever an attorney vacancy exists at a subordinate agency, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, Employer shall provide a copy to the Union which may post such

vacancy notice on Union bulletin boards or electronically. The Employer shall post the announcement electronically through the use of agency-wide e-mail no later than ten (10) working days prior to the closing date. A copy of the notices of job openings will be provided by email to the Union President at the time of posting.

B. During this period, employees who wish to apply for the position, including employees on layoff, may do so. The application shall be in writing, and may be submitted by electronic mail, any official District online application system or in person to DCHR.

Section 6 - Job Qualifications:

Management has the right to determine job qualifications. Where the Employer has considered the recommendations and has determined that two or more employees/applicants for a position are equally qualified to perform the duties of the position, the selection shall be made by the Employer from the designated qualified candidates.

Section 7 - Additional Duties:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with District government position classification guidelines set forth in the District Personnel Manual and any other applicable District of Columbia law.

ARTICLE 25
TIMELY RECEIPT OF CORRECT PAY AND EXPENSE REIMBURSEMENTS

Section 1 - Tardy or Non-Receipt of Pay:

A. Employer shall use its best efforts to take all action necessary to correct tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors within its control.

B. Employer shall use its best efforts to take all action necessary to assist in correcting tardy receipts or non-receipts of employee paychecks due to electronic, delivery, or other pay errors when the specific error or needed correction is not within its control.

Section 2 - Pay Errors:

Employer shall expeditiously use its best efforts to take all action necessary to correct all other paycheck errors including those concerning benefits, sick leave, annual leave and various deductions. In any event, the Employer shall correct all pay errors no later than two (2) weeks following the identification of the error by the employee or the Employer. In the event that pay errors continue to exist more than two pay period after employee provides notice to the appropriate Employer representative and the delay results due to no fault of employee, employee shall receive four (4) hours of administrative leave.

Section 3 - Timely Receipt of Pay, Pay Increases, Bonuses and Reimbursements:

A. Employer agrees to use its best efforts to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer shall, among other things, use its best efforts to ensure that paperwork needed to implement such increases is completed within a reasonable time of the proposed effective date of the action and shall process the proposed action as expeditiously as possible, to avoid or minimize any delay in implementation.

A. The Employer must pay all pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases no later than two (2) pay periods following the effective date of the increase.

Section 4 - Timely Reimbursement of Expenses:

Employer shall use its best efforts to take all necessary action to ensure that reimbursement of pre-authorized expenses related to the employee's employment, including but not limited to travel and education expenses, is paid within thirty (30) days of submission of a proper request.

Section 5 – Audits:

In the event employee requests an audit of pay and benefit records because of errors made in their computation, Employer shall complete such audit and transmit the results to the requesting employee within ten (10) business days or shall provide the employee a reason why additional time is required and shall give a projected date of completion.

ARTICLE 26
GENERAL PROVISIONS

Section 1 - Work Rules:

Employees will be advised of verbal and written work rules that they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 – Identification Device:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters. Therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their clothing except when appearing in court or before any administrative tribunal or other government agency on behalf of the Employer.

Section 3 - Distribution of Agreement:

The Employer and the Union agree to electronically distribute the fully executed version of this contract to all management and covered employees upon execution of the contract by the parties.

Section 4 – Office Space:

Employer will consider the attorney client and other privileges in providing space. Office space will be identified by OAG, the Mayor, or their designees, and assigned by the Union. Employer determines space, division and section allocation, as well as what offices are available for bargaining unit employees. Employer will afford the Union the advance opportunity to consult over the design of new office space at each step of the design process. The parties acknowledge that this does not interfere with management's final authority to determine the final design.

ARTICLE 27
COMPUTATION OF TIME

All time frames referenced in this Agreement shall be interpreted as business days, unless otherwise specified.

ARTICLE 28
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1 – Definitions:

A grievance under this section is an allegation that the other party has violated a provision of this Agreement. RIFs, furloughs, disciplinary actions and performance rating appeals are excluded from the definition of grievance under this section and such disciplinary actions and ratings are not subject to challenge, review or arbitration under the grievance and arbitration procedures of this section. The grievability of disciplinary actions and performance evaluations is governed by other parts of this Agreement and the Compensation Agreement.

Section 2 – Performance Ratings:

Any performance rating may be appealed within thirty (30) calendar days of receipt by the employee to a three-person committee established by the Attorney General or the Mayor's Office of Legal Counsel. The committee shall be empowered to review the basis for a direct supervisor's rating, conduct a hearing, receive written briefs, and issue a written decision which shall approve, modify, or reject a performance rating. Any decision by the Committee shall be appealable to the Attorney General or agency head, as applicable, within thirty (30) calendar days of receipt of the decision by the employee. The Attorney General's decision or agency head's decision, as applicable, shall be final and no further appeal shall be allowed under this Agreement. If the committee does not act within thirty (30) calendar days of the appeal, the evaluation may be appealed to the Attorney General or the agency head, as applicable who shall issue a decision within fifteen (15) calendar days thereafter. If the Attorney General or agency head, as applicable, does not act within fifteen (15) calendar days, unsatisfactory evaluations may be appealed under the provisions of this Article within fifteen (15) calendar days. The Attorney General and the Mayor's Office of Legal Counsel shall establish procedures for appeals under this Article to the committee and to the Attorney General and agency head, respectively.

Section 3 – General Provisions:

Any grievance that may arise between the parties involving an alleged violation of this Agreement shall be settled as described in this Article unless otherwise agreed to in writing by the Union President and the Attorney General or agency head, as applicable, or his/her designee.

Section 4 – Information Requests:

Both parties shall provide all information determined to be reasonable and needed by the other party for processing of a grievance after a request by the other party within a reasonable amount of time.

Section 5 – Procedure:

A. This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Grievances must be filed at the lowest level where resolution is possible. Therefore, all grievances shall ordinarily be presented to the immediate supervisor unless it is clear that the immediate supervisor does not have authority to deal with the grievance and that it should be filed elsewhere. The Union may request a face-to-face meeting with the appropriate management representative who is delegated authority to deal with the grievance at each step. The parties agree to endeavor to engage in productive meetings to resolve a grievance.

B. Nothing in this Agreement shall be construed as precluding discussion between an employee, the Union and the appropriate supervisor over a matter of interest or concern to any of them prior to the initiation of a grievance. Once a matter has been made the subject of a grievance under this procedure, nothing herein shall preclude any party (the Union, the Employer or the Employee) from attempting to resolve the grievance informally at the appropriate level.

Step 1: The employee and/or the Union shall take up the grievance, in writing, with the employee's immediate supervisor within fifteen (15) business days from the date of the occurrence or when the employee or the Union knew or should have known of the occurrence. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the name of the grievant or grievants, the contract provisions allegedly violated, the basic facts, issues, or concerns giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The supervisor shall address the matter and shall respond, in writing, to the Steward and/or the employee within fifteen (15) business days after the receipt of the grievance.

Step 2: If the grievance has not been settled, or the supervisor has failed to respond, it may be presented in writing by the Union to the second level supervisor within ten (10) business days after the Step 1 response is due or received, whichever is sooner. The second level supervisor shall respond to the Union in writing within ten (10) business days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, or the supervisor has failed to respond, it may be presented in writing by the Union to the Attorney General or agency head, as applicable, or his/her designee, within twenty (20) working days after the Step 2 response is due or received, whichever is sooner. The Attorney General or agency head, as applicable, or his/her designee, shall respond in writing to the Union within twenty (20) business days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, or the Attorney General, or agency head, as applicable, or his/her designee has failed to respond, the Union may by written notice request arbitration within twenty (20) business days after the reply at Step 3 is due or received whichever is sooner.

A grievance filed by the Union on a matter involving more than one division within OAG, may be filed with the Attorney General or his/her designee at Step 3. The grievance must be filed within fifteen (15) business days from the date of the occurrence giving rise to the grievance or when the Union knew or should have known of the occurrence.

When mutually agreed by the parties, grievances on the same matter on behalf of two (2) or more employees may be processed as a single grievance for the purpose of resolving all the grievances.

A grievance filed by the Union which does not seek personal relief for a particular employee or a group of employees, but rather expresses the Union's disagreement with management's interpretation or application of the Agreement and which seeks an institutional remedy shall be filed at Step 3 within fifteen (15) business days from the date of the occurrence or when the Union knew or should have known of the occurrence to the extent reasonably possible.

A grievance filed by the Employer should be filed directly with the Union President within fifteen(15) business days from the date of the occurrence or when the Employer knew or should have known of the occurrence giving rise to the grievance. The Union President shall have fifteen (15) business days to respond. If the Employer's grievance is still unresolved, or the Union President or his/her designee has failed to respond, the Employer may by written notice request arbitration within twenty (20) business days after the Union's reply is due or received whichever is sooner.

A grievance concerning a continuing violation of this Agreement may be filed at any time during the existence of the alleged violation of this Agreement.

Section 6 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union. The Federal Mediation and Conciliation Service (FMCS) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) calendar days after receipt of the list by both parties. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the FMCS

guidelines unless modified by this Agreement.

Section 7 – Authority of the Arbitrator:

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation or application of the express provisions of this Agreement at issue between the Union and the Employer consistent with applicable law and regulation. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Employer, subject to either party's appeal rights to the Public Employee Relations Board and the Superior Court of the District of Columbia.

Section 8 - Decision of the Arbitrator:

The arbitrator shall be requested to render his/her decision in writing within thirty (30) calendar days after the conclusion of the arbitration hearing.

Section 9 - Expenses of the Arbitrator:

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

Section 10 - Time Off For Grievance Hearings:

The employee, Union Steward and/or Union representative shall, upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 4 of Article 6 on Union Stewards.

Section 11 – Time Limits:

All time limits following the initiation of any grievance set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if the request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and/or 2 of the procedure described in this Article.

Section 12 – Termination of Grievance:

A grievance shall terminate when either party terminates its own grievance, when both parties consent or for failure to meet contractual time limits. The termination of a grievance shall not prejudice either party from reinstituting a grievance at a later date.

Section 13 – Exclusions:

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

ARTICLE 29
DISCIPLINE AND DISCHARGE

Section 1 -- Disciplinary Actions:

A. Assistant Attorneys General ("AAG") and Assistant General Counsel ("AGC") in the bargaining unit are appointed to serve the District of Columbia consistent with the provisions of the Legal Service Act. An AAG or AGC may be subject to disciplinary action, including reprimand, suspension (with or without pay), reduction in grade or step, or removal for unacceptable performance or for any reason that is not arbitrary or capricious. Disciplinary actions shall be processed in accordance with Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Employer shall provide the Employee with ten (10) calendar days advance notice, consistent with the notice provisions of Chapter 36 of the D.C. Personnel Regulations, of any proposed discipline, with the exception of summary removal. The proposed notice of discipline will also be sent to the Union.

B. Notwithstanding Section 1A herein, the Attorney General or an agency head, may summarily suspend or remove a bargaining unit member, in accordance with Sections 1616 and 1617 of the DPM, when the employee's conduct:

1. Threatens the integrity of government operations;

2. Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or

3. Is detrimental to public health, safety, or welfare.

C. Upon request, an employee subject to any disciplinary action shall be allowed access to his or her office, at a mutually agreeable time, to retrieve personal items.

D. If there is no appeal pursuant to the provisions herein, the Attorney General's decision or agency head's decision, as applicable, shall be the final agency decision.

Section 2 -- Appeal Procedures:

After the Attorney General or agency head issues an administrative decision in accordance with §3614, Chapter 36 of the D.C. Personnel Regulations, the Union, on behalf of the Employee, may appeal the Attorney General's or agency head's suspensions of ten days or more, including demotions and terminations, within ten (10) business days of the Attorney General's or agency head's decision. This time limit may be extended by mutual consent of the parties, but if not so extended, must be strictly observed. An appeal to the nonbinding arbitrator shall stay the time limits for invoking a review by the Mayor under Section 3614, Chapter 36 of the D.C. Personnel Regulations. The Attorney General's or the agency head's decision in connection with a suspension of less than ten days or any other corrective action is final and not subject to appeal.

Section 3 -- Stay of Disciplinary Action:

The filing of an appeal shall not serve to stay or delay the effective date of the Attorney General's or agency head's final administrative decision.

Section 4 -- Standard of Review and Authority of the Arbitrator:

A. The arbitrator's jurisdiction and authority and opinion shall be confined exclusively to suspensions of ten days or more, and shall be an advisory, nonbinding decision concerning whether the Employer's decision to discipline is: (1) a result of the Employee's unacceptable performance, (2) for any reason that is not arbitrary or capricious in accordance with § 106.56(a) of the Legal Service Act, or (3) both.

B. The arbitrator does not have authority to modify, amend, or rescind any disciplinary action or to impose any back-pay or other financial obligation on the Employer resulting from the disciplinary action.

Section 5 -- Time Limits:

All time limits set forth, in this Article must be strictly observed. If the Union fails to pursue any step within the time limit then it shall have no further right to continue the appeal.

Section 6 -- Extension of Time Limits:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a party fails to pursue any step within the time limit, then he/she shall have no further right to continue the grievance. The appropriate representative of either party shall not unreasonably deny a request for an extension of time if such request is made in writing by the original deadline date. The parties may mutually agree in writing to waive Steps 1 and or 2 of the procedure described in this Article.

Section 7 -- Substitution of Binding Arbitration Procedures:

In the event that the Council of the District of Columbia legislatively establishes a binding arbitration process concerning discipline and discharge for any unit employees in the Legal Service, the parties agree to reopen negotiations solely to rescind this Article to the extent of any conflict and incorporate the binding arbitration process into this Agreement to the maximum extent possible.

ARTICLE 30
SAVINGS CLAUSE

SECTION 1:

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

SECTION 2:

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

ARTICLE 31
INCORPORATION OF COMPENSATION AGREEMENT TERMS

The terms and conditions of the Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2020, through September 30, 2023 (Compensation Agreement), are incorporated by reference into this Agreement. The provisions of the Compensation Agreement shall control to the extent of any inconsistency.

ARTICLE 32
DURATION AND FINALITY

Section 1 -- Effective Date

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2023, or until a new non-compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1- 617.17 (f)(1)(A)(i) (2012 Repl.).

Section 2 – Finality

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

On this _____ day of _____, 2022 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

2/15/22

Eugene Adams, Director
Mayor's Office of Legal Counsel

[redacted]

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

2/22/22

Aaron Finkhousen, President
AFGE, Local 1403

On this _____ day of _____, 2022 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

E. Lindsey Maxwell II, Esq., Director
Office of Labor Relations & Collective Bargaining

Vanessa Natale 2/15/22

Vanessa Natale, Deputy Director
Mayor's Office of Legal Counsel

Nadine Wilburn 3/8/2022

Nadine Wilburn, Chief Counsel & Sr. Advisor
Personnel, Labor & Employment Division
Office of the Attorney General

Rachel R Noteware

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

2-9-22

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

Rebecca P. Barnes Digitally signed by Rebecca P. Barnes Date: 2022.02.24 15:02:57 -05'00'

Rebecca Barnes, Vice President
AFGE, Local 1403

2/24/2022

Maureen Murat, Vice President
AFGE, Local 1403

Anne Hollander 2/25/22

Anne Hollander
AFGE, Local 1403

APPROVAL

This collective bargaining working conditions agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated March 8, 2022, has been reviewed in accordance with Section 1-617-15(a) of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 4 day of April, 2022.

Muriel E. Bowser, Mayor

DEPARTMENT ON DISABILITY SERVICES

OVERAL STRUCTURE FY 2025

01/01/2025

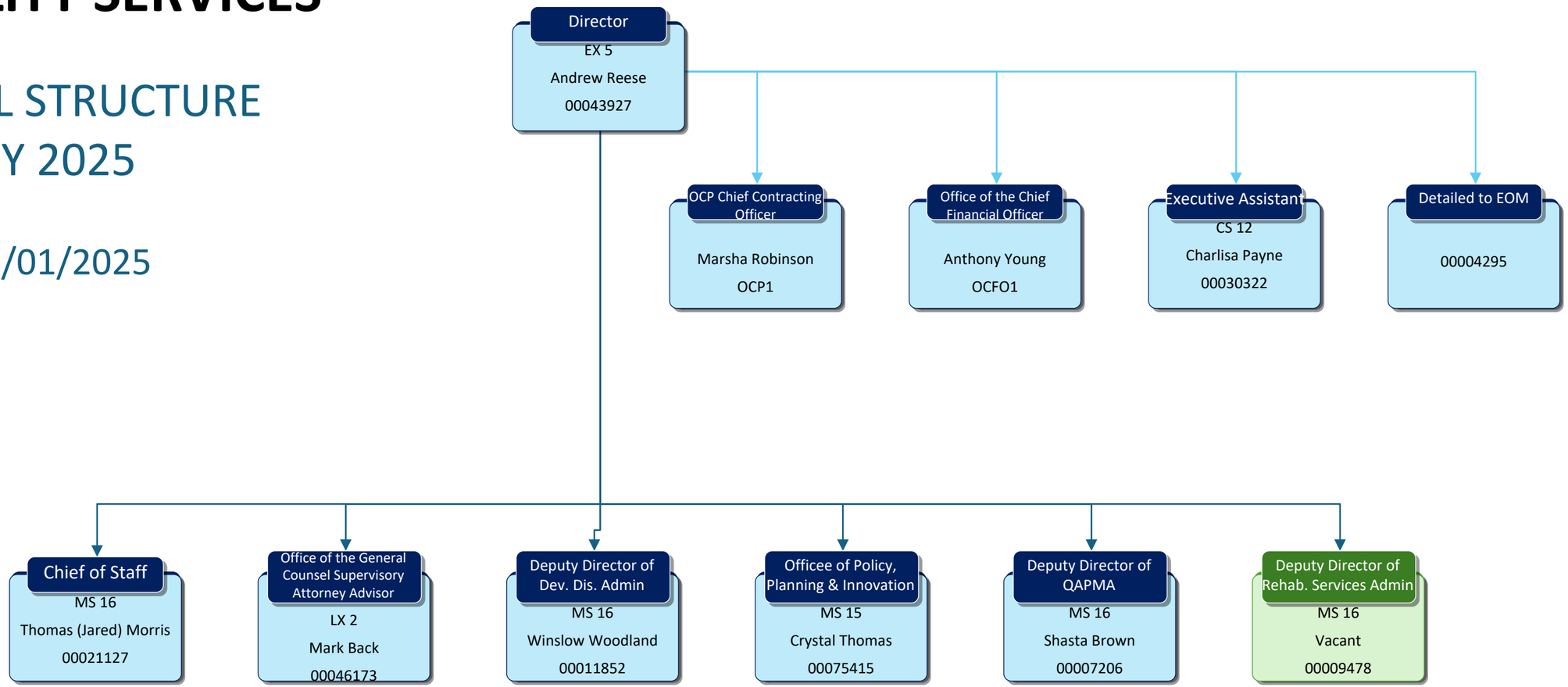
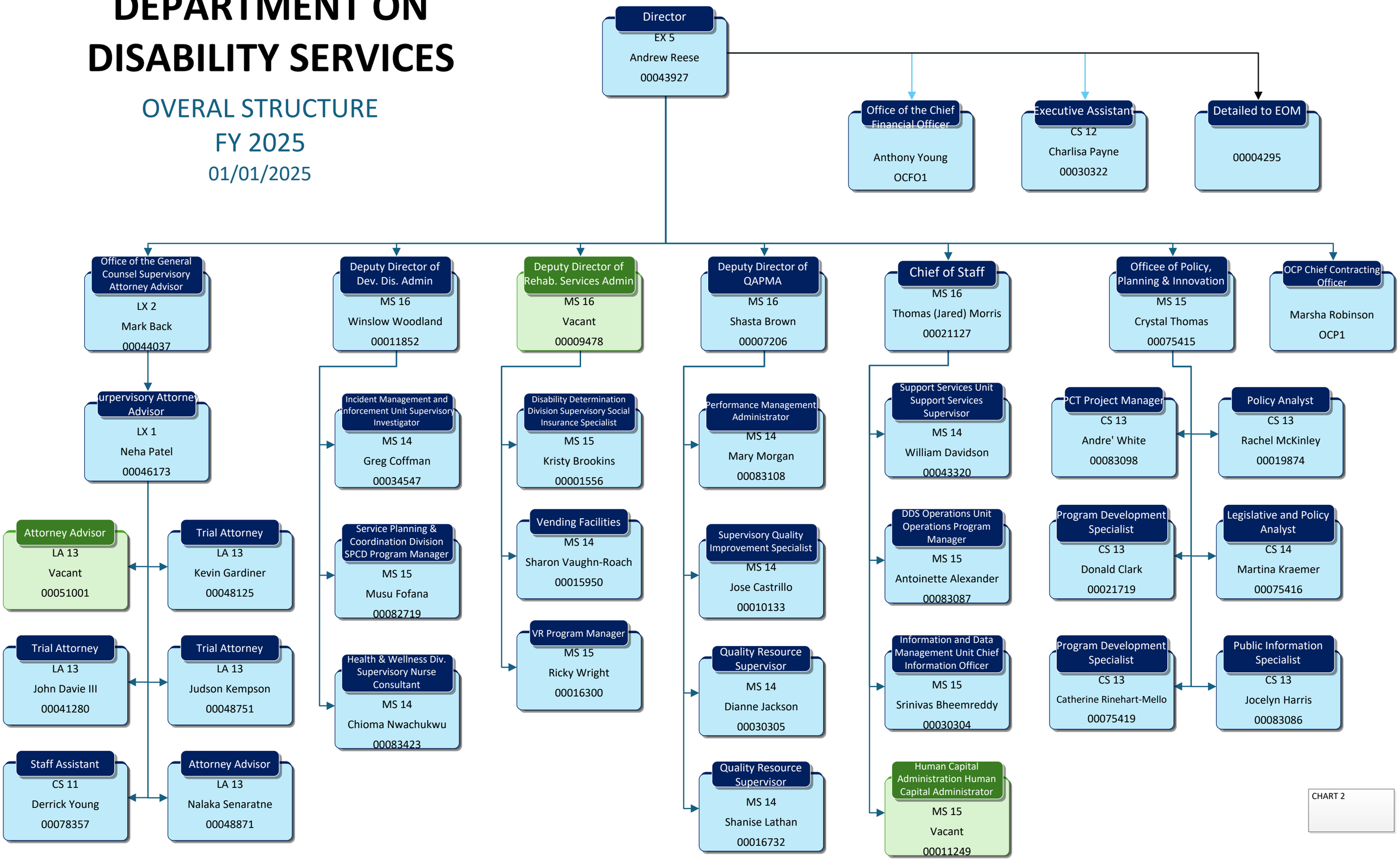


CHART 1

DEPARTMENT ON DISABILITY SERVICES

OVERAL STRUCTURE
FY 2025
01/01/2025



DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

OVERAL STRUCTURE
FY 2025
01/01/2025

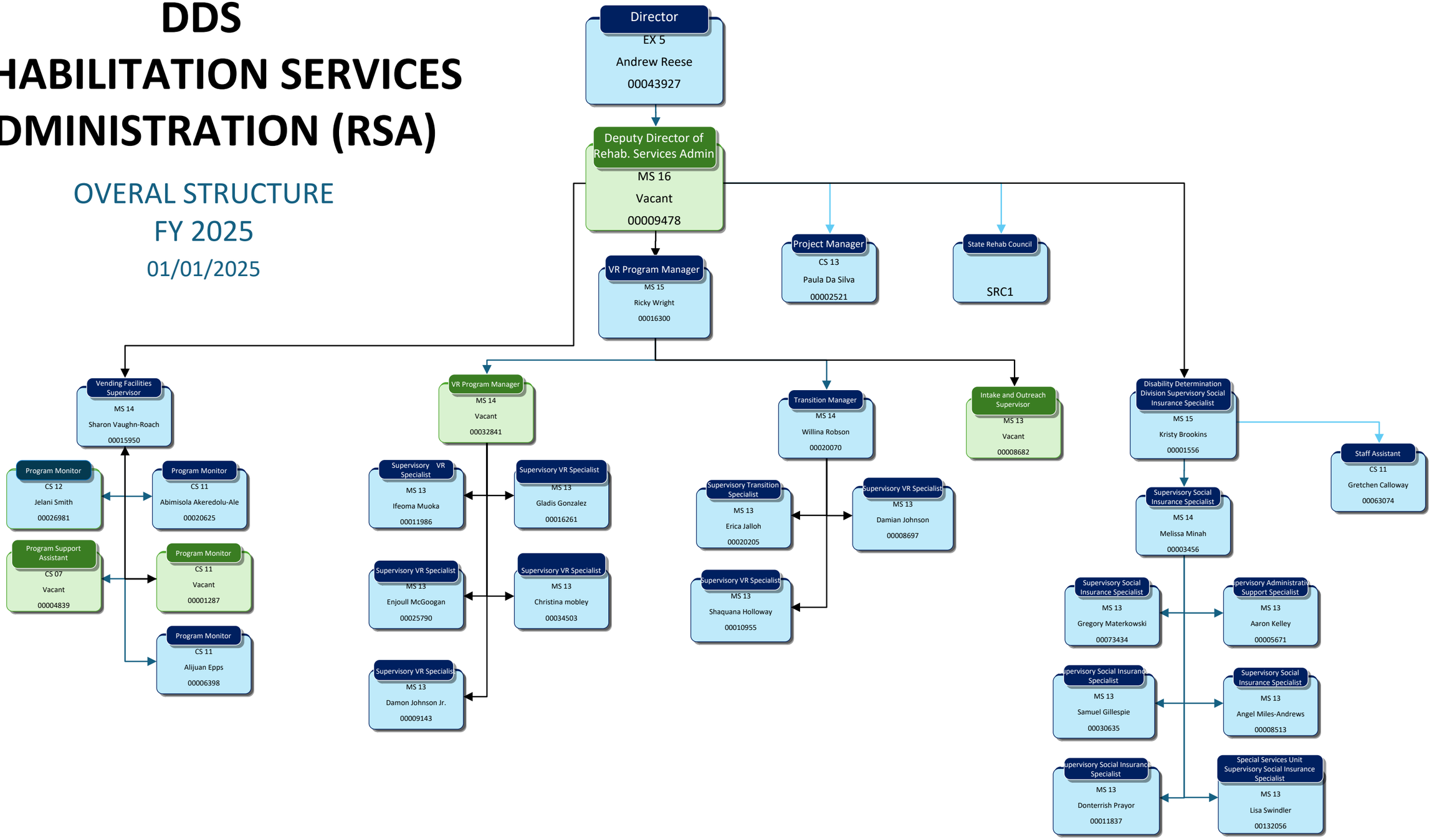


CHART 3

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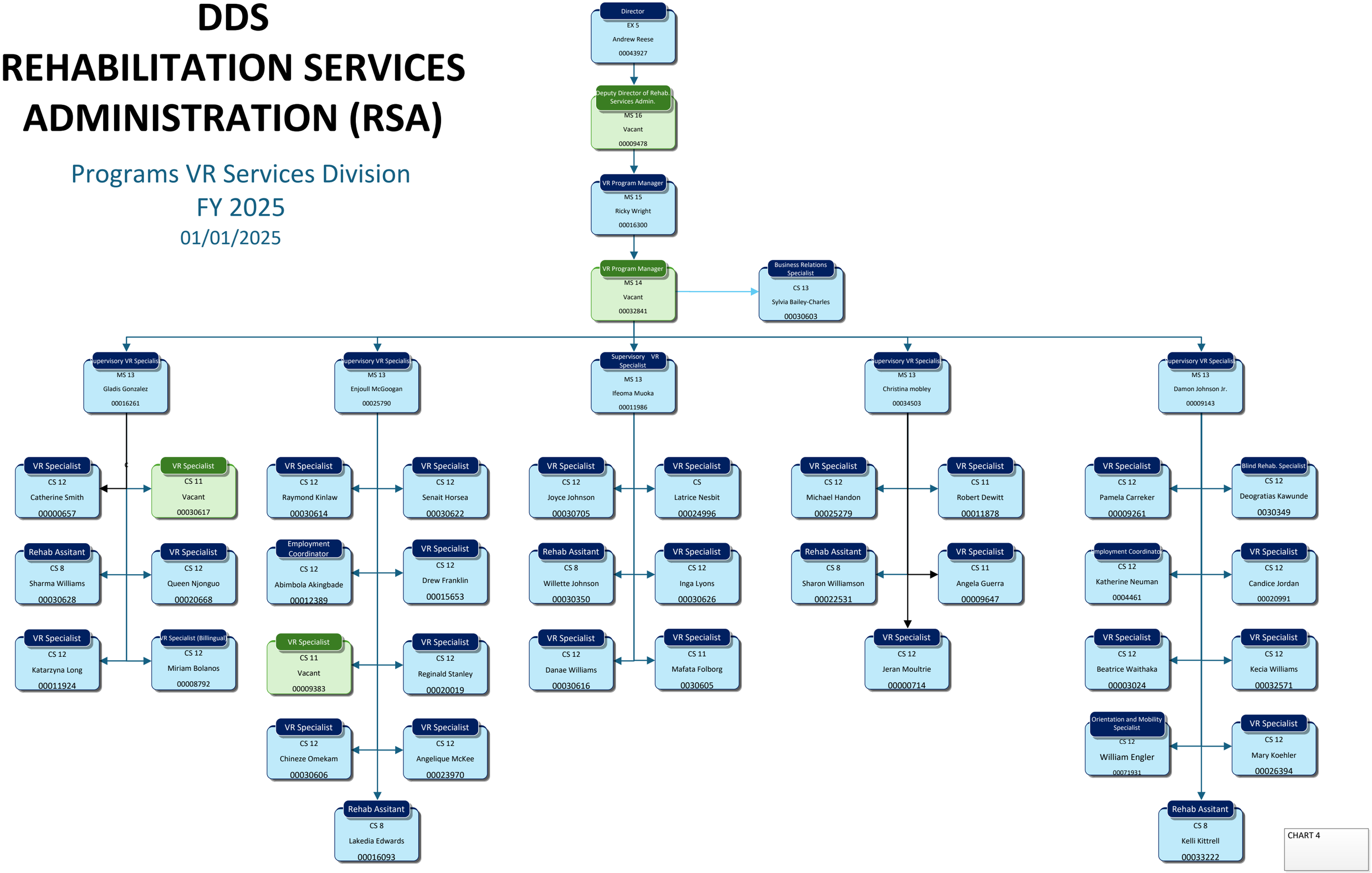
REHABILITATION SERVICES ADMINISTRATION (RSA)

Programs VR Services Division
FY 2025
01/01/2025



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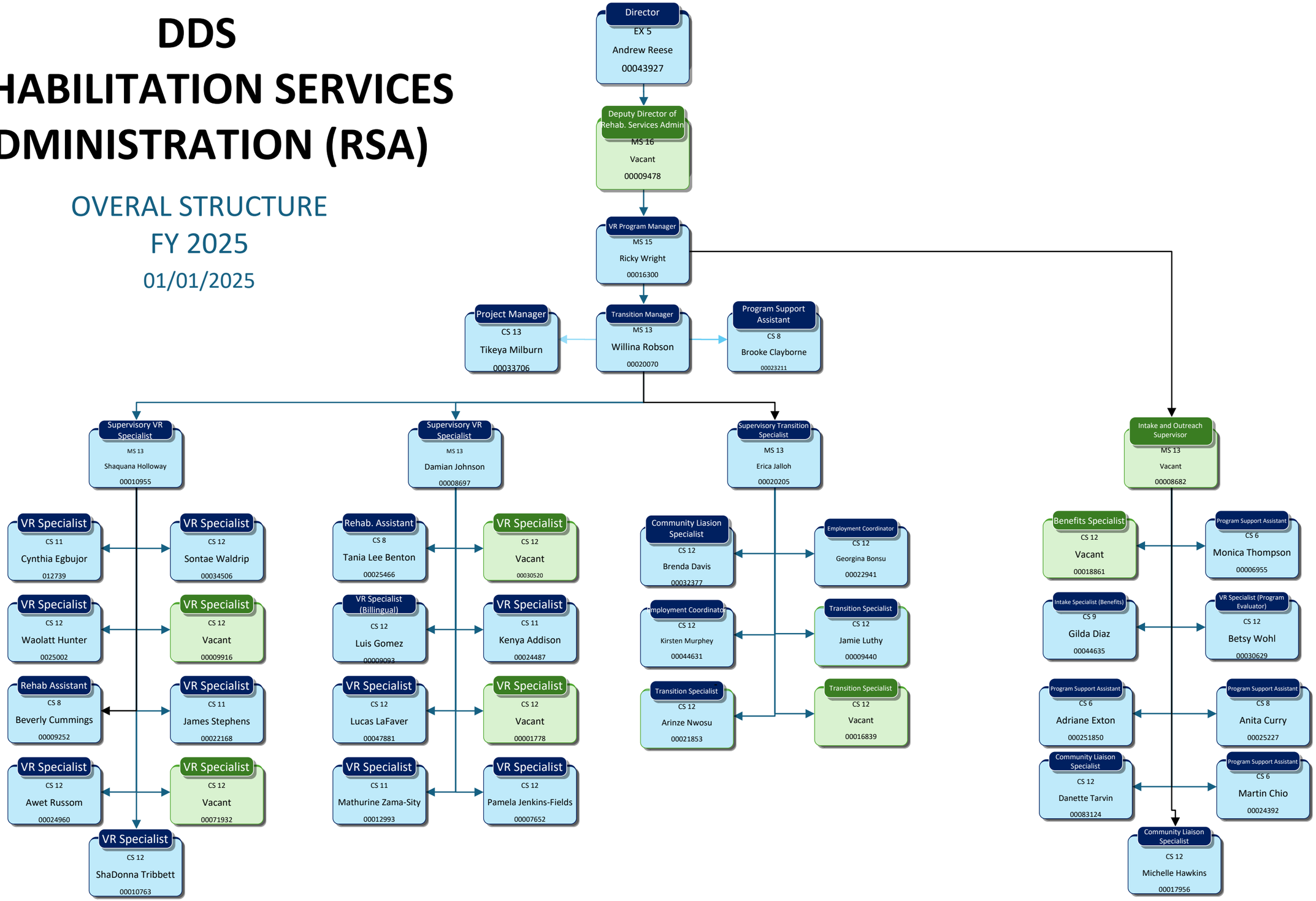
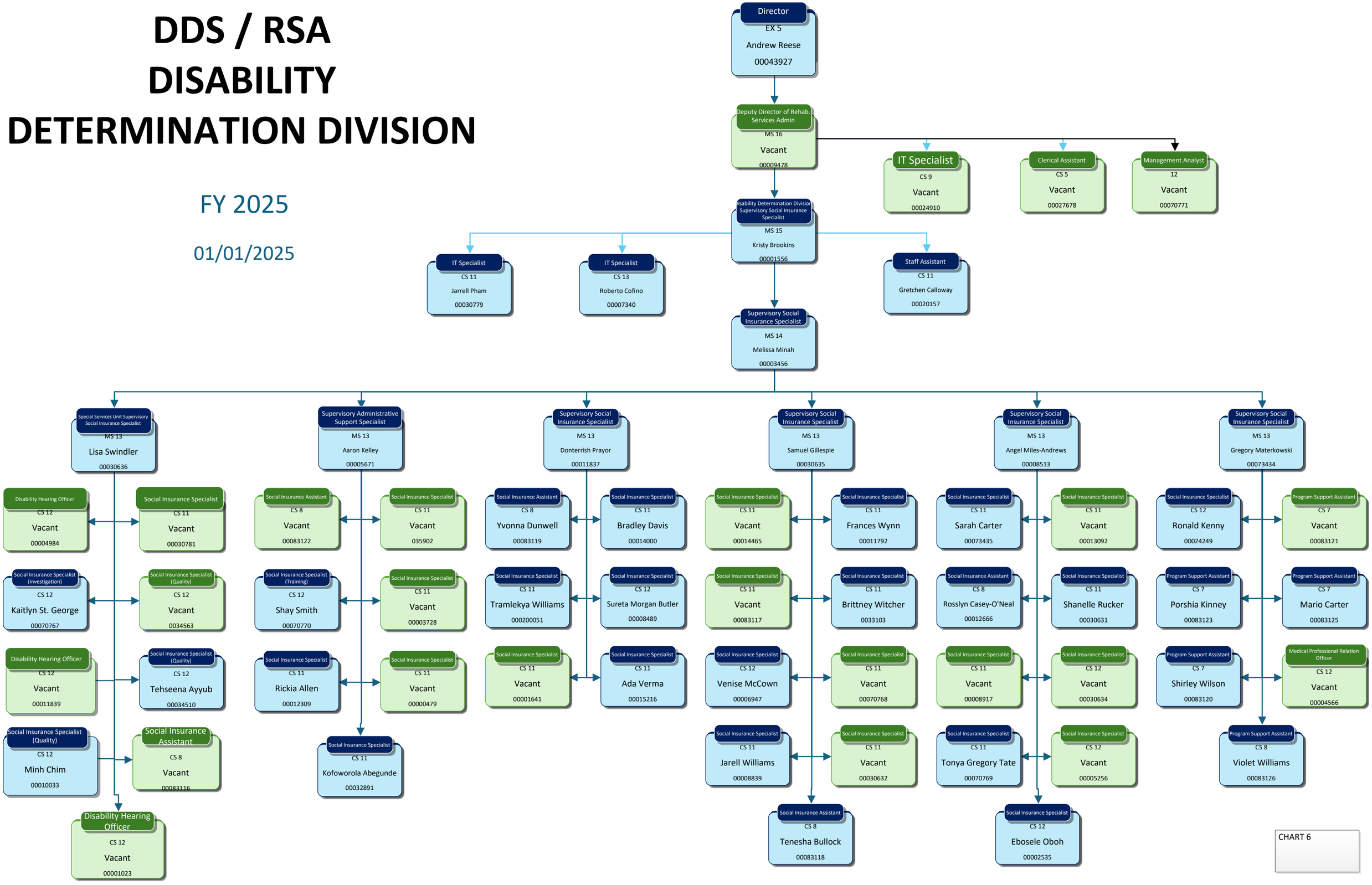


CHART 5

DDS / RSA DISABILITY DETERMINATION DIVISION

FY 2025

01/01/2025



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DEVELOPMENTAL DISABILITES ADMINISTRATION (DDA)

OVERAL MANAGEMENT STRUCTURE
FY 2025

01/01/2025

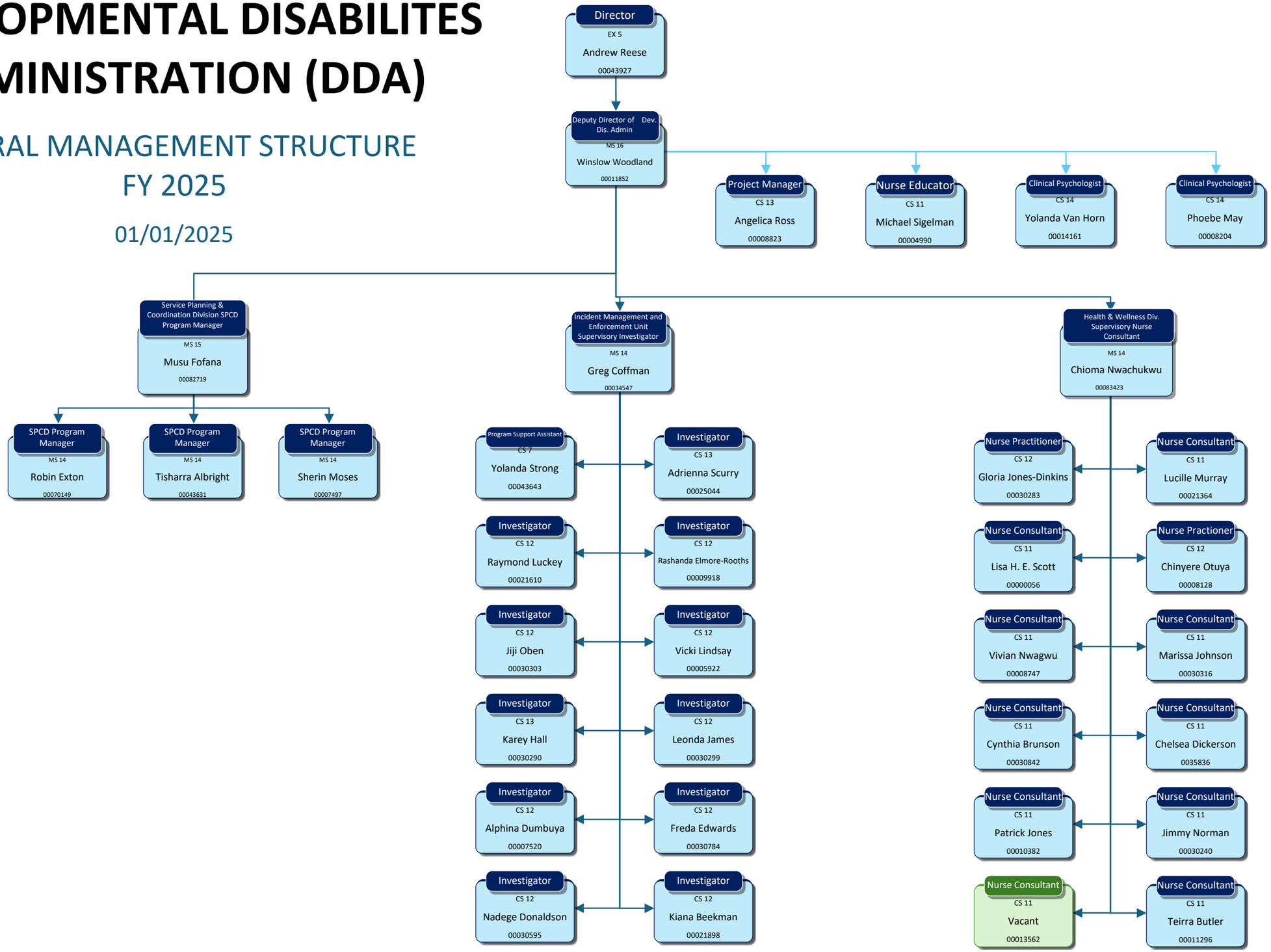
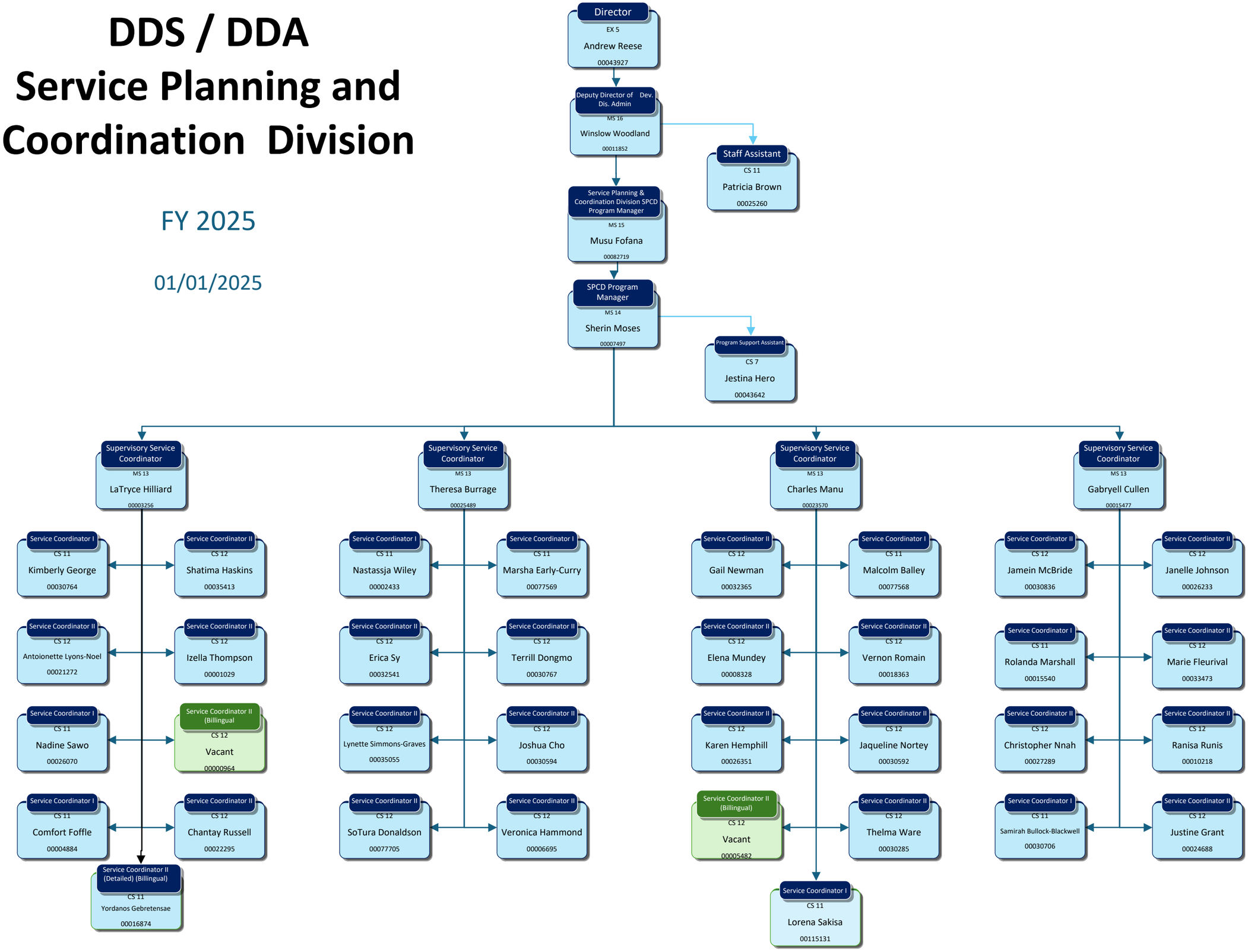


CHART 7

DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025



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DDS / DDA
Service Planning and Coordination Division

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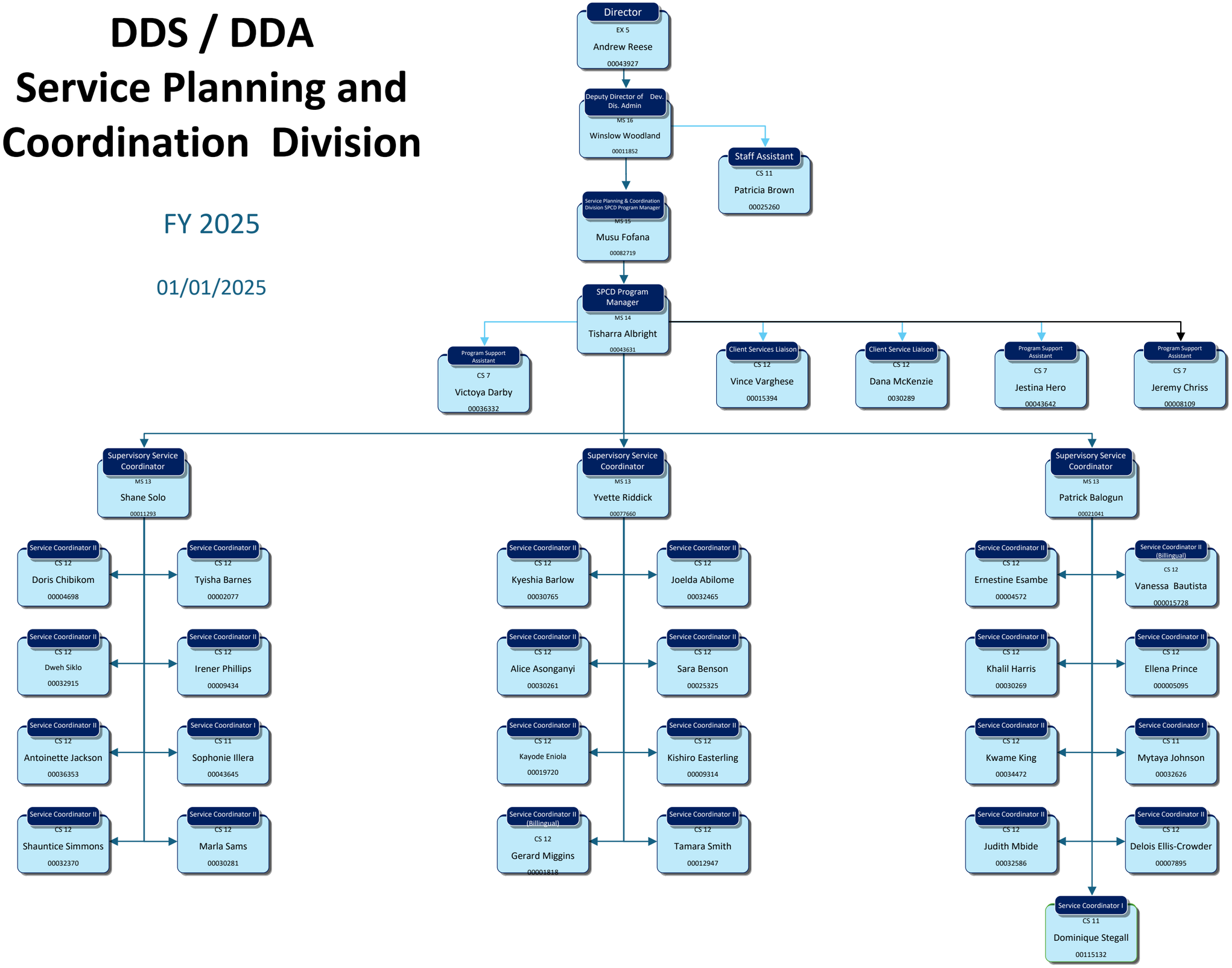

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DDS / DDA
Service Planning and Coordination Division

FY 2025

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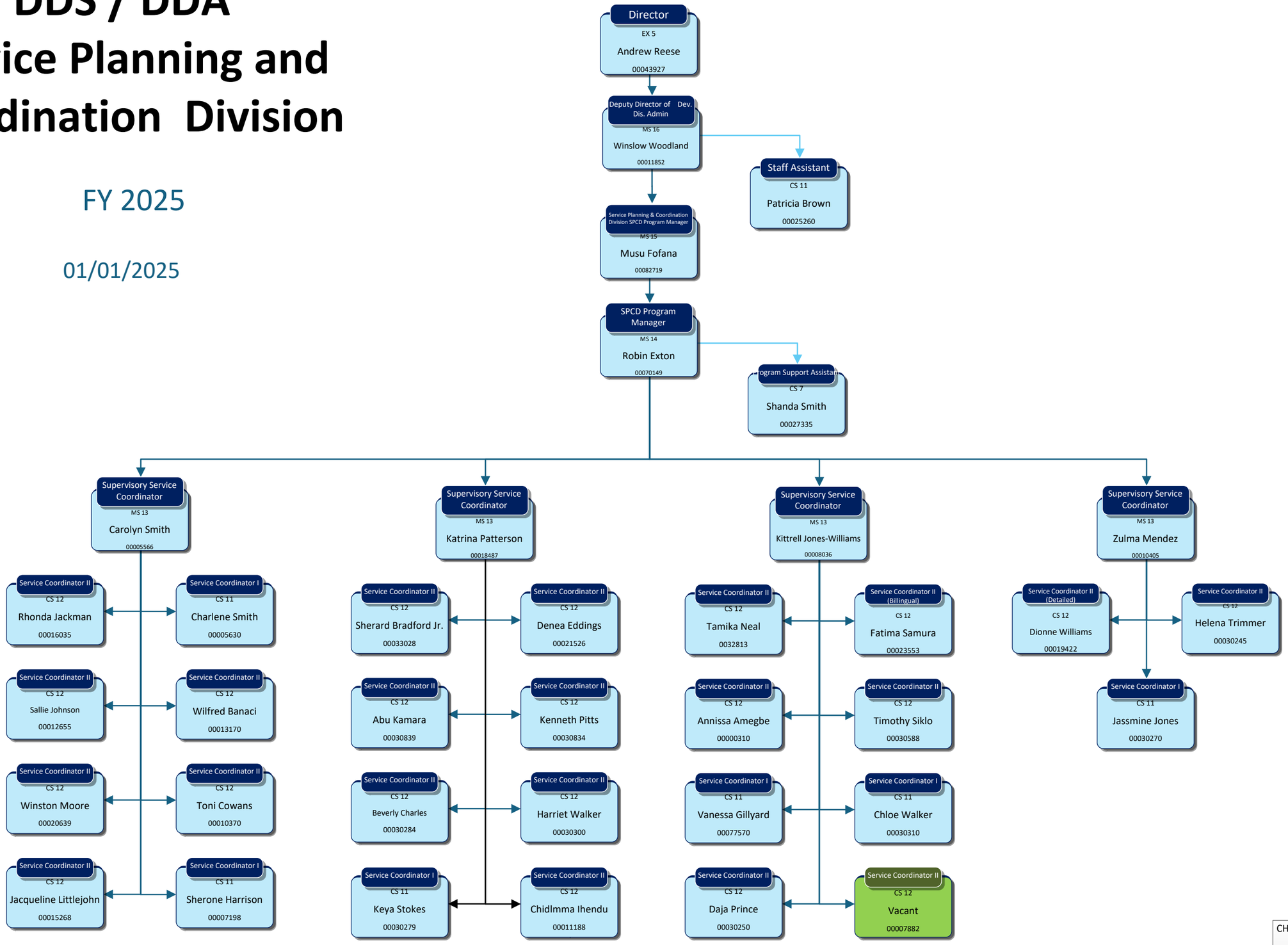

CHART 10

DDS
Office of the Deputy Director of Quality Assurance and Performance Management Administration (QAPMA)

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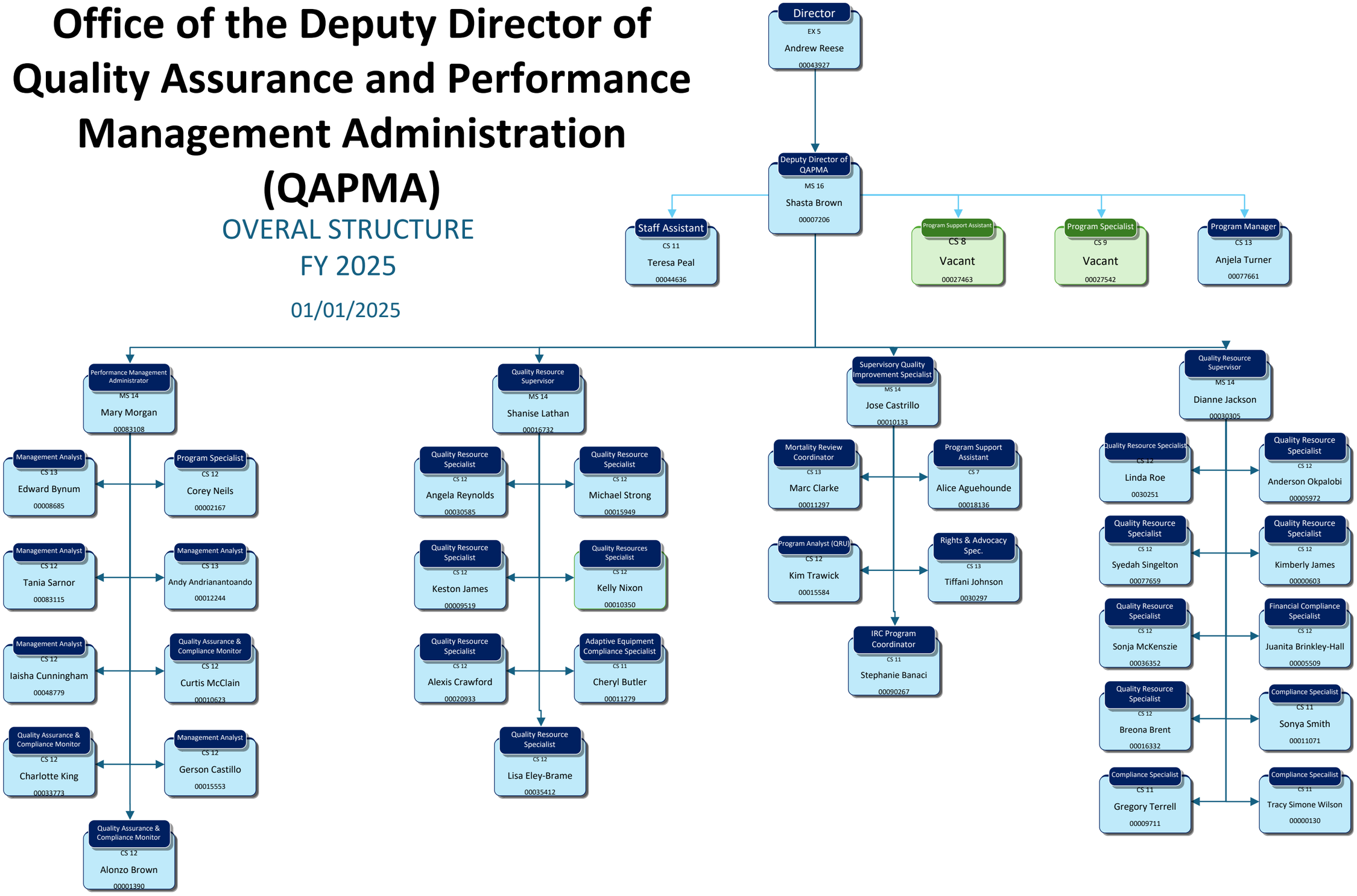
01/01/2025



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Office of the Chief of Staff (OCS)

OVERAL STRUCTURE
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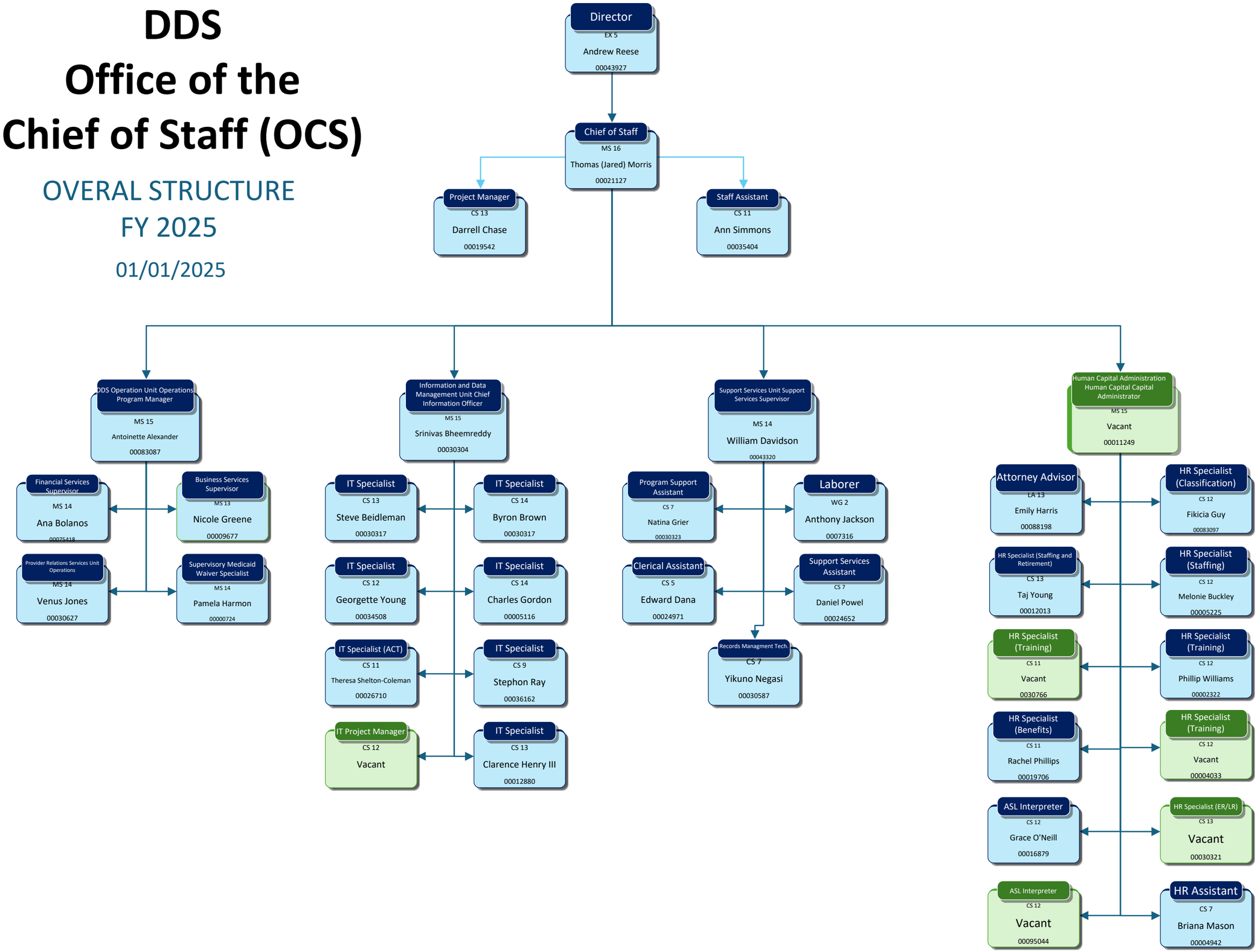
01/01/2025



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DDS / OCS Operations

OVERAL STRUCTURE
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01/01/2025

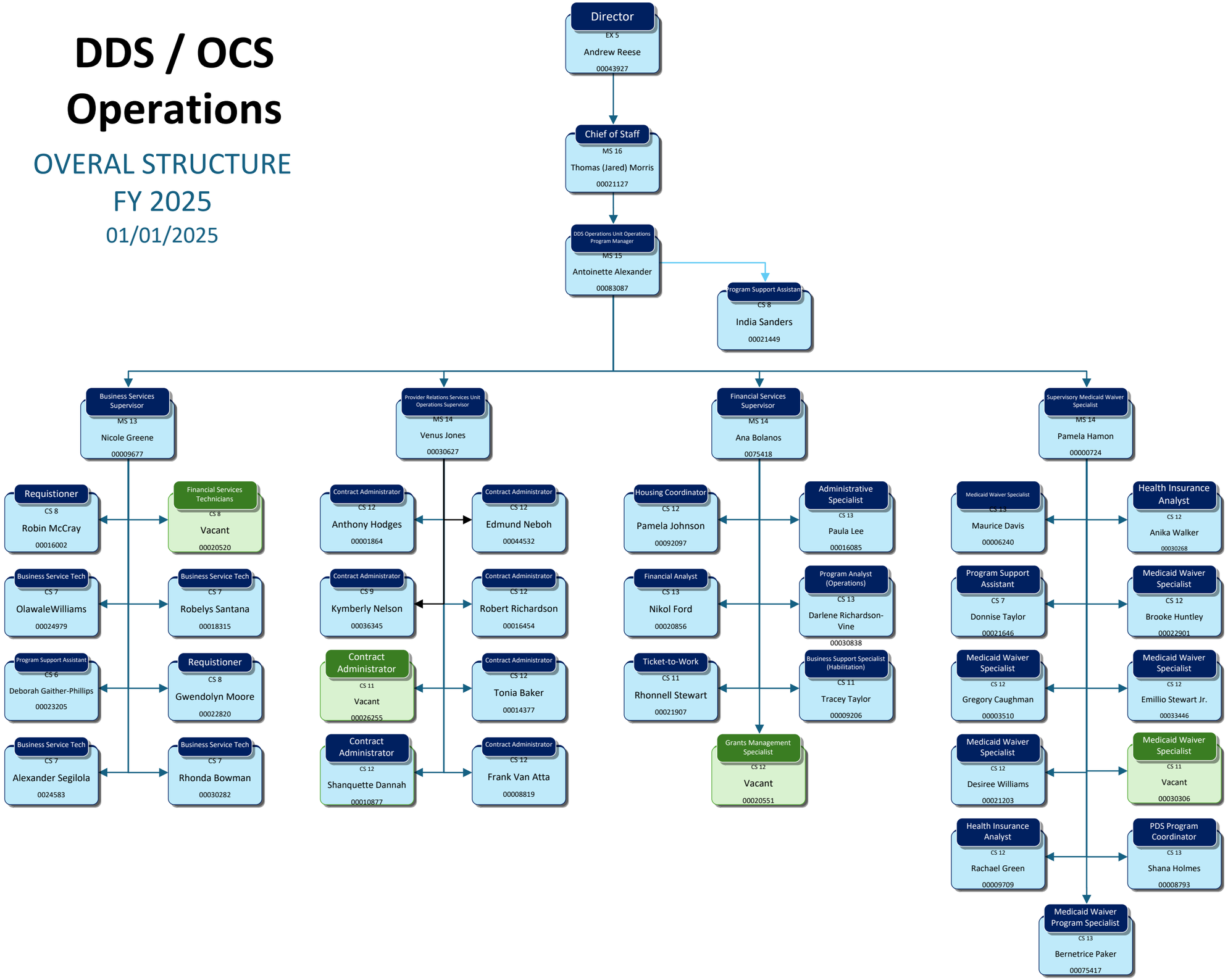


CHART 13

DEPARTMENT ON DISABILITY SERVICES

OVERAL STRUCTURE FY 2025

01/01/2025

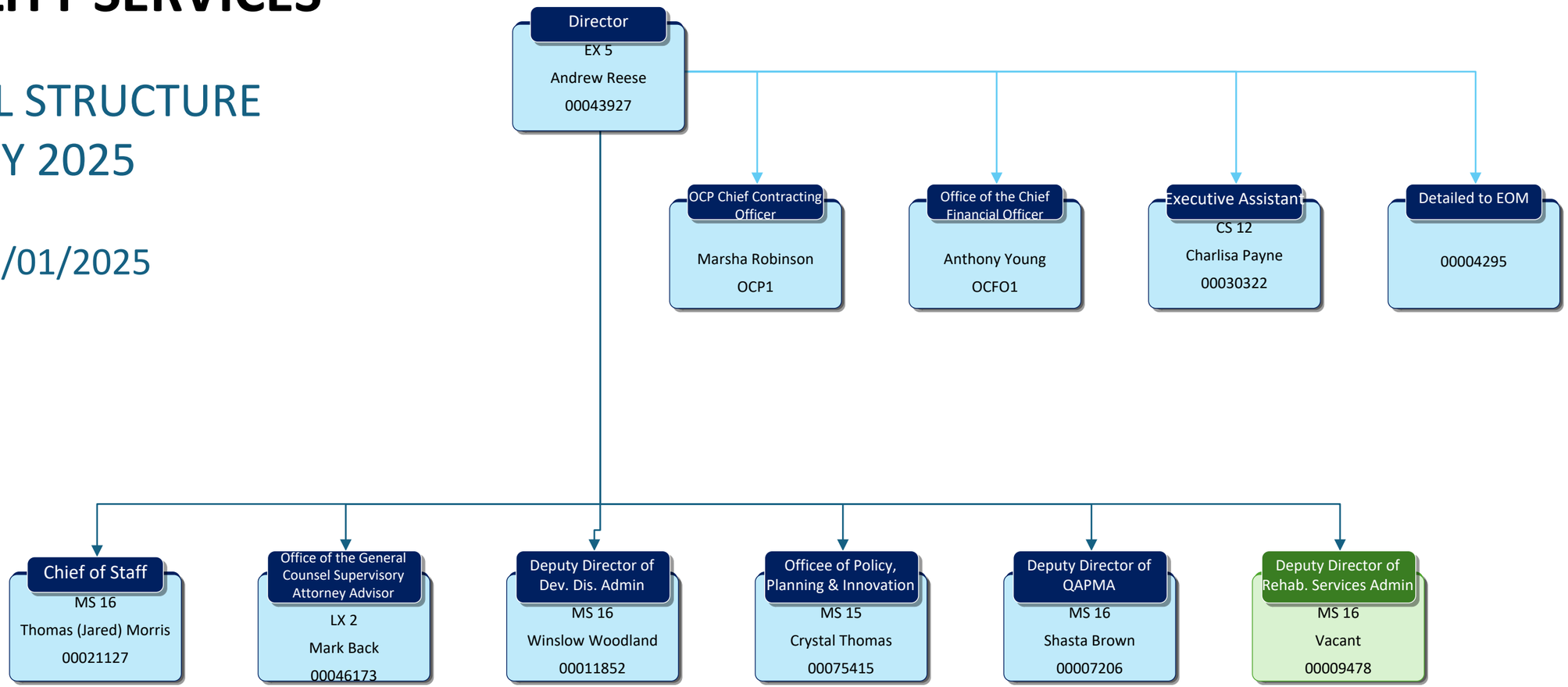
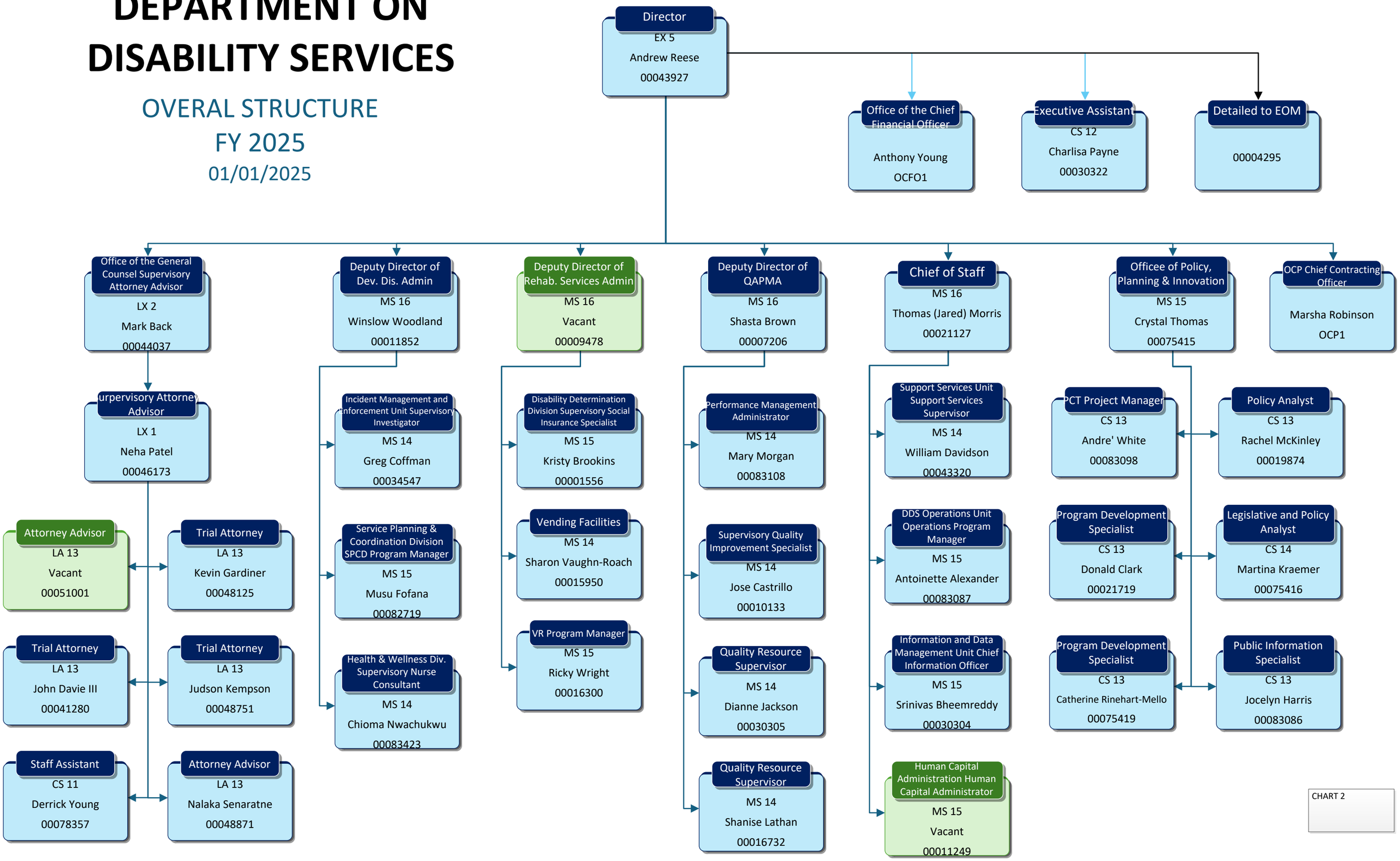


CHART 1

DEPARTMENT ON DISABILITY SERVICES

OVERAL STRUCTURE
FY 2025
01/01/2025



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OVERAL STRUCTURE
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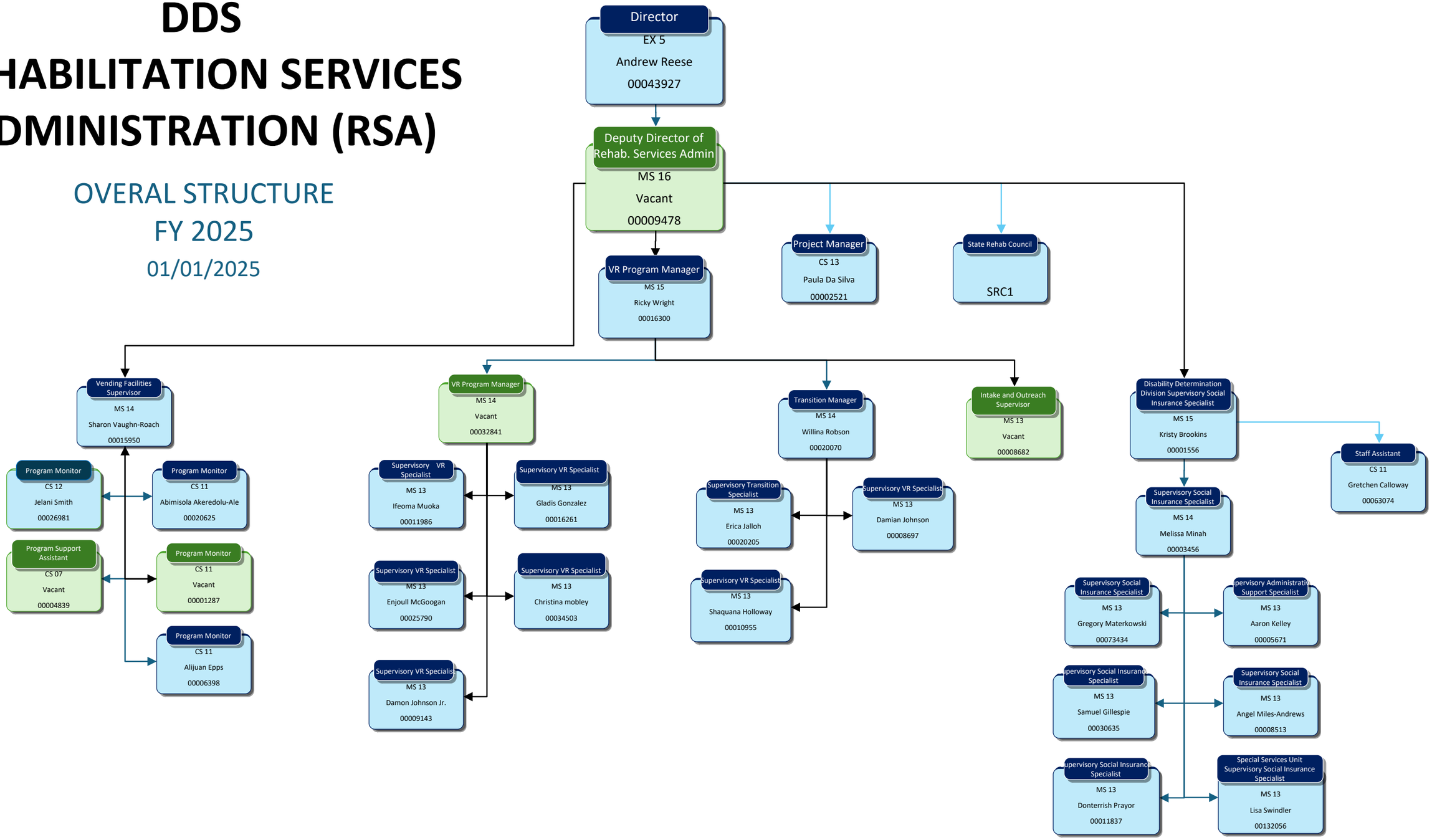

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REHABILITATION SERVICES ADMINISTRATION (RSA)

Programs VR Services Division
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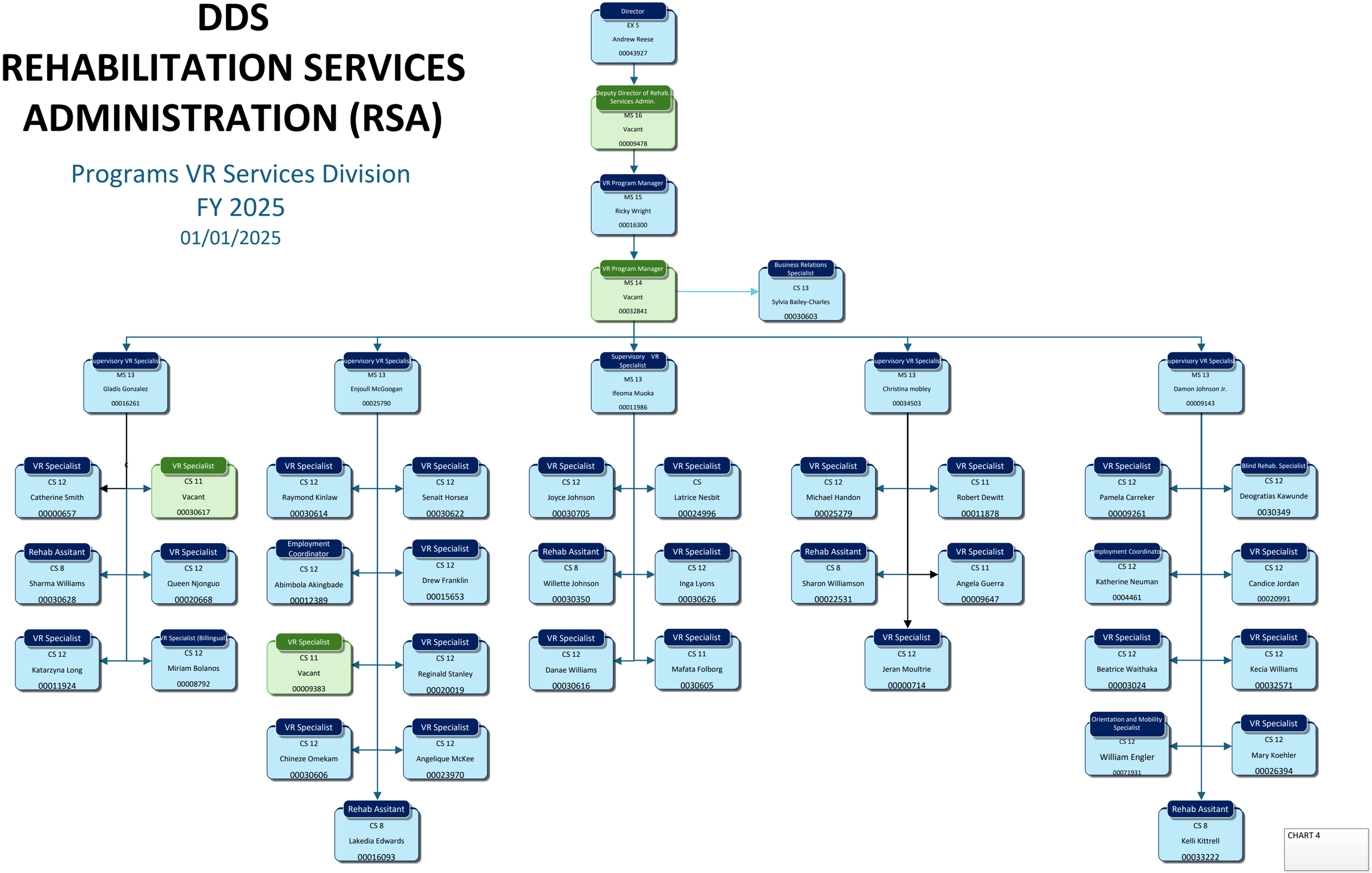

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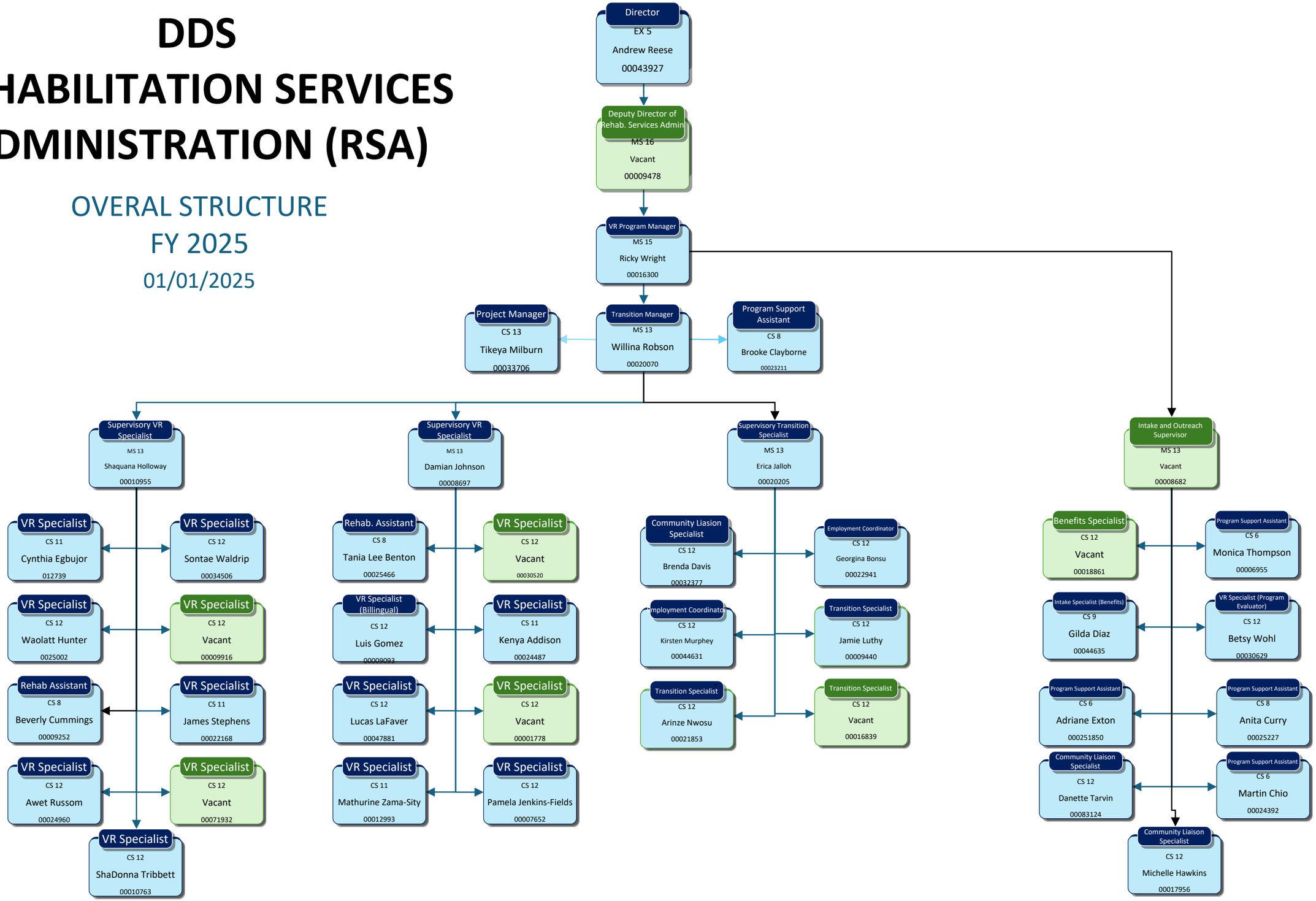

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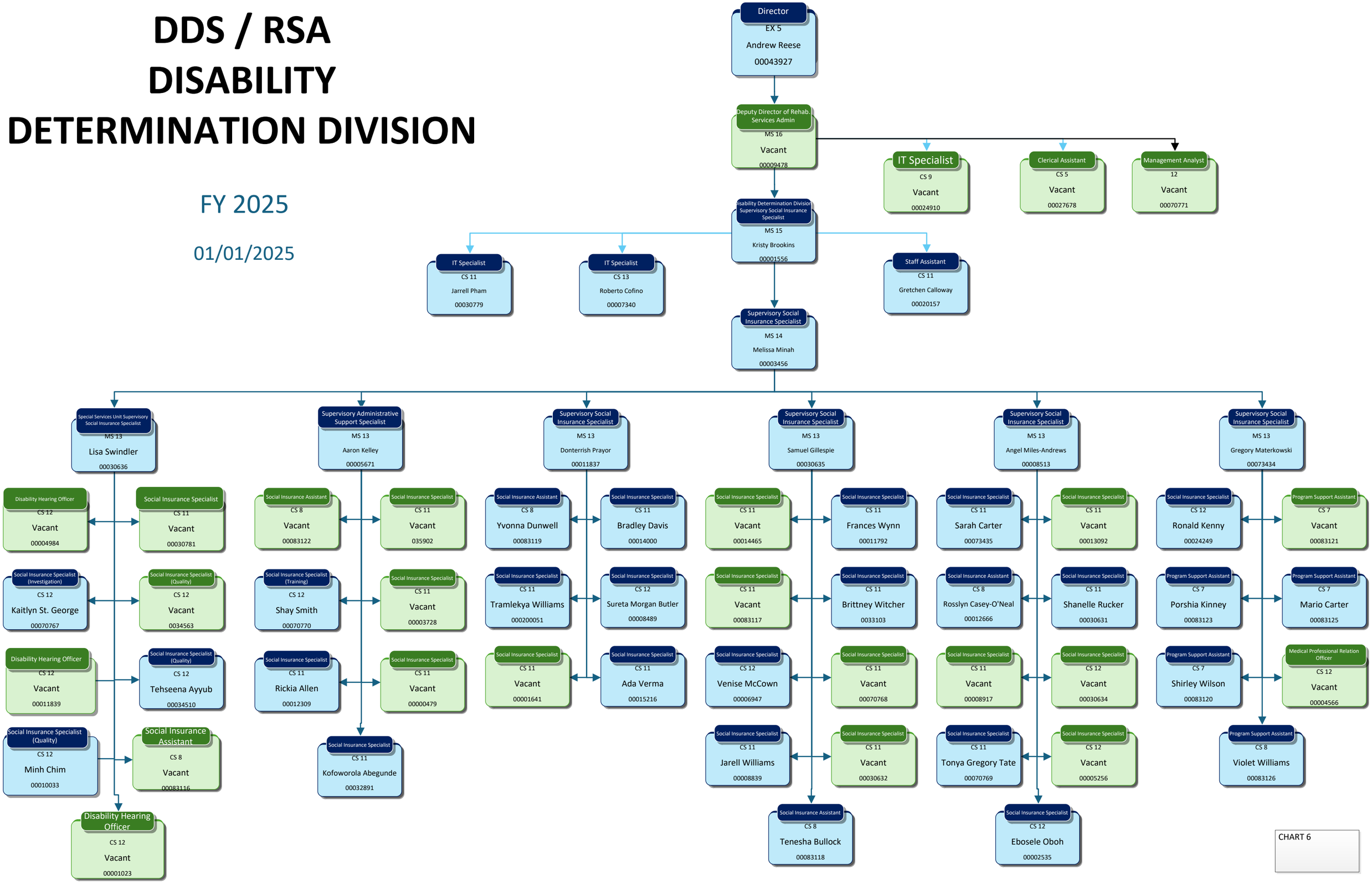
DDS / RSA DISABILITY DETERMINATION DIVISION

FY 2025

01/01/2025



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DEVELOPMENTAL DISABILITES ADMINISTRATION (DDA)

OVERAL MANAGEMENT STRUCTURE
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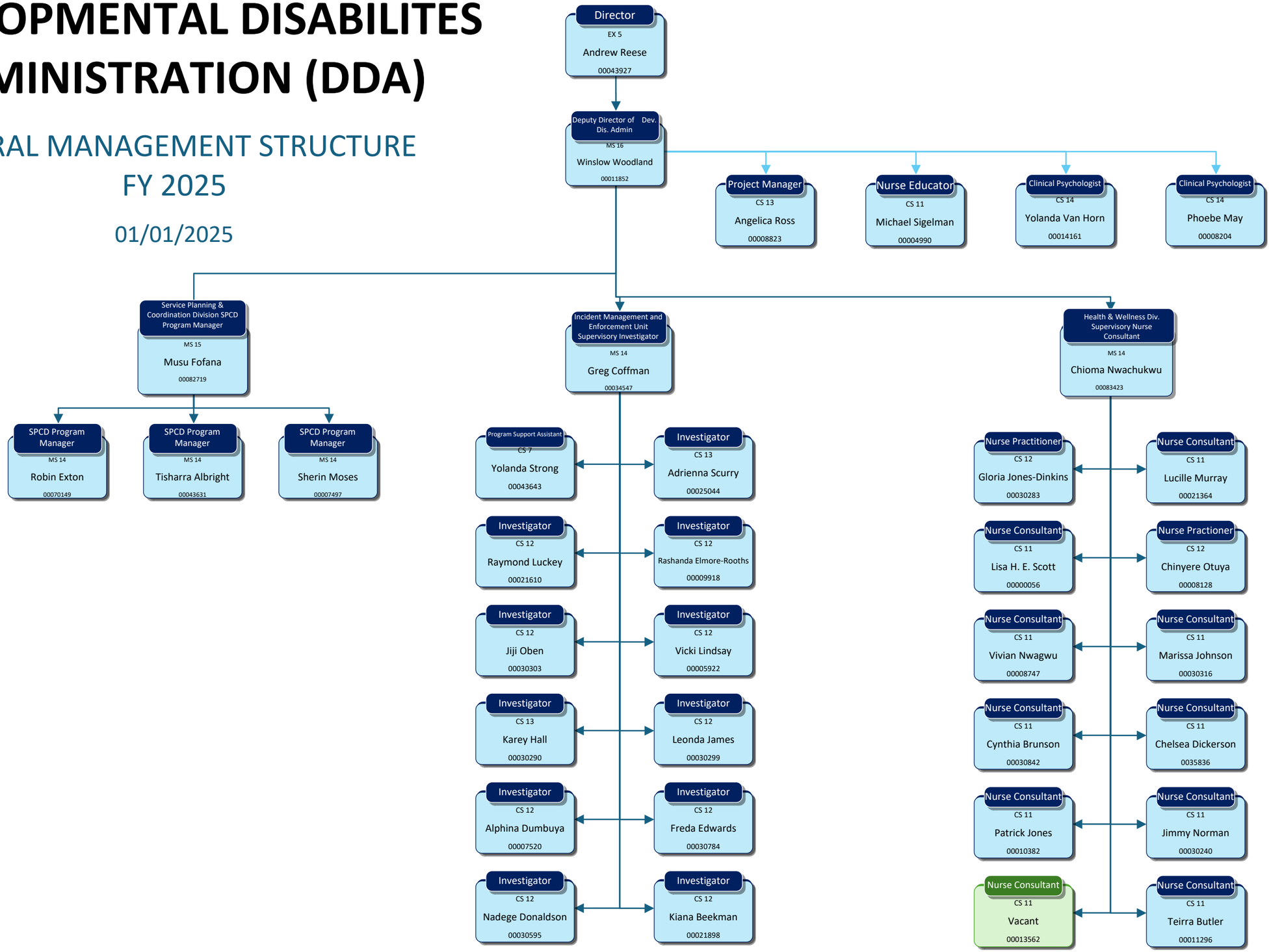

CHART 7

DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025

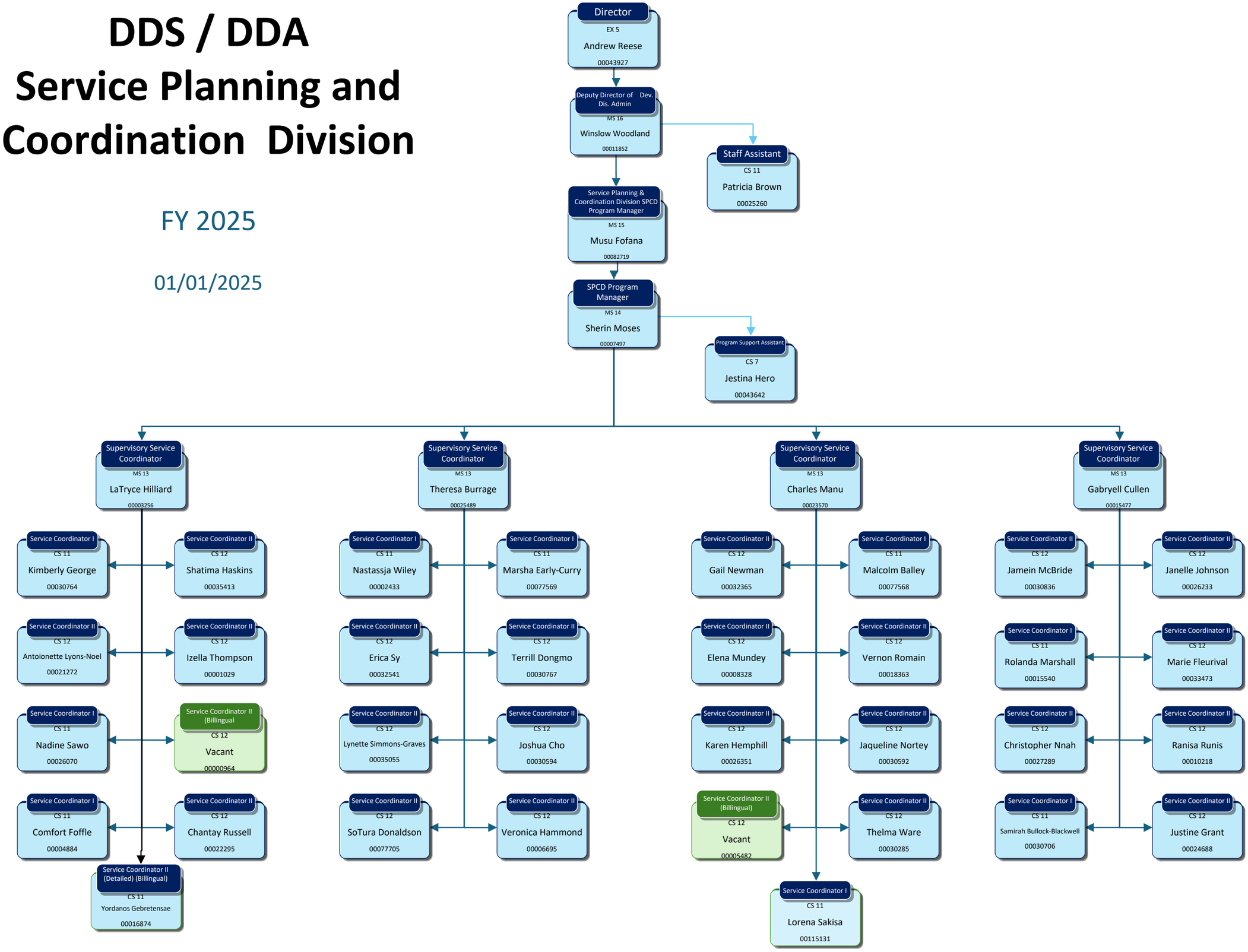

CHART 8

DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025

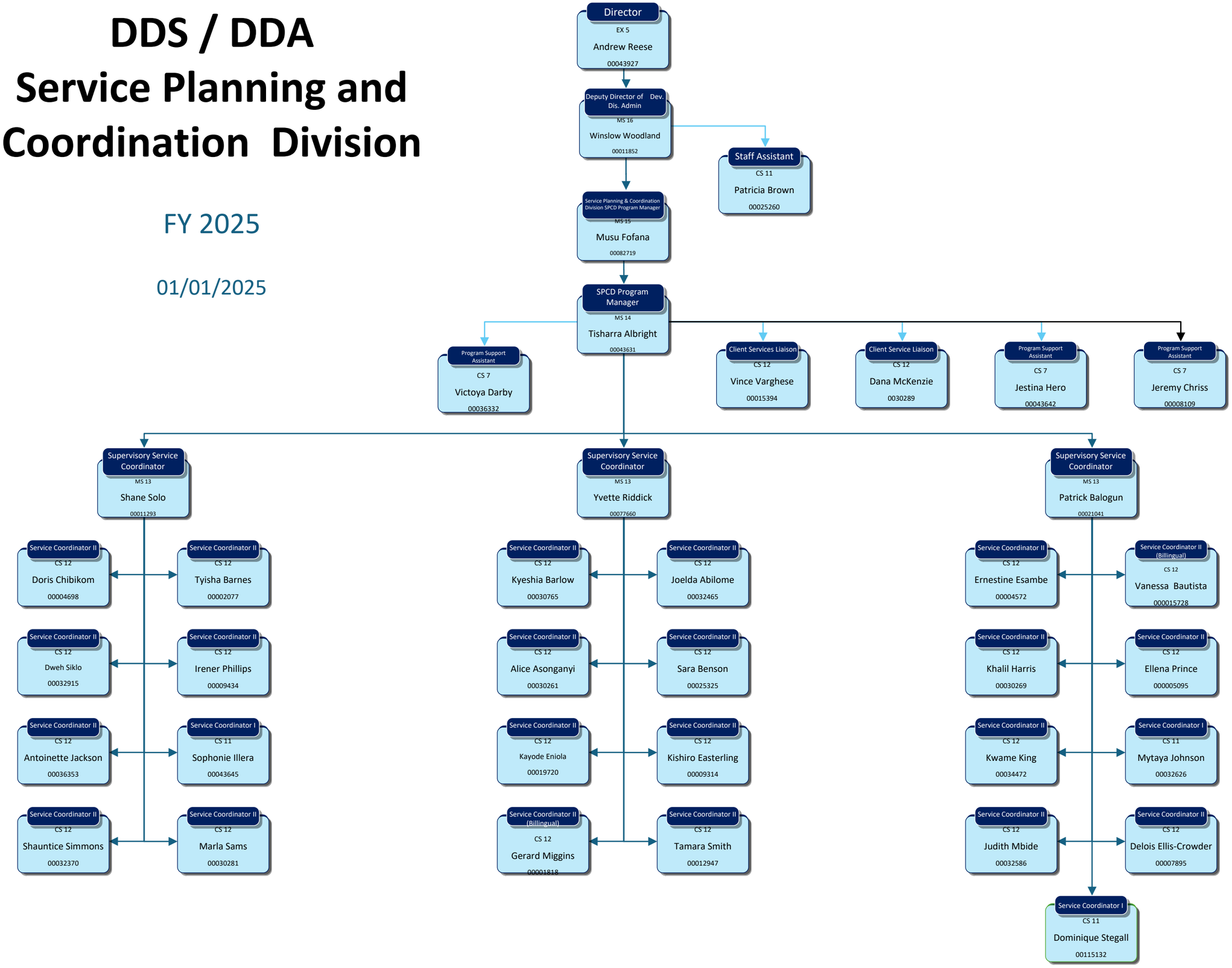

CHART 9

DDS / DDA
Service Planning and Coordination Division

FY 2025

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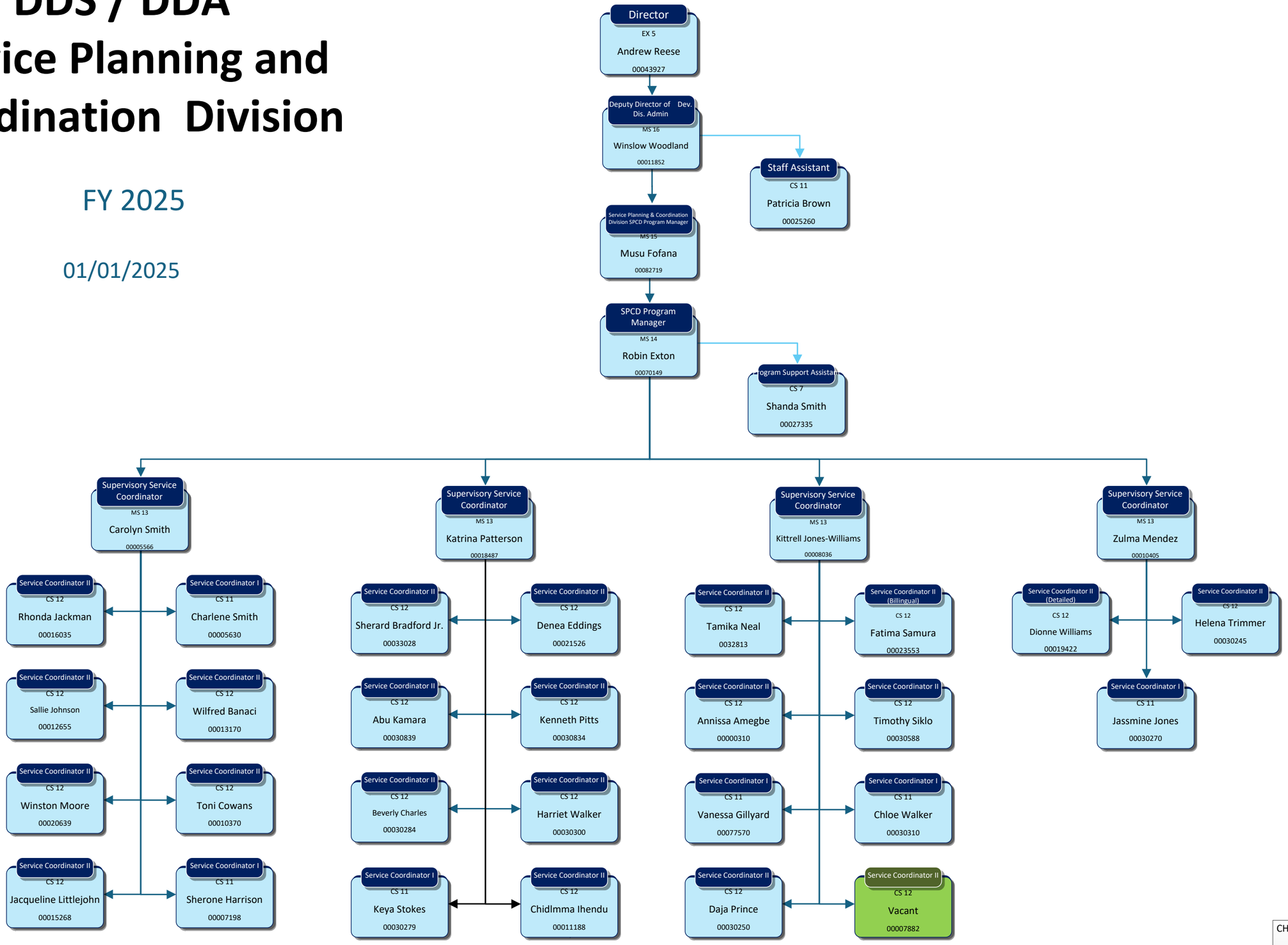

CHART 10

DDS
Office of the Deputy Director of Quality Assurance and Performance Management Administration (QAPMA)

OVERAL STRUCTURE
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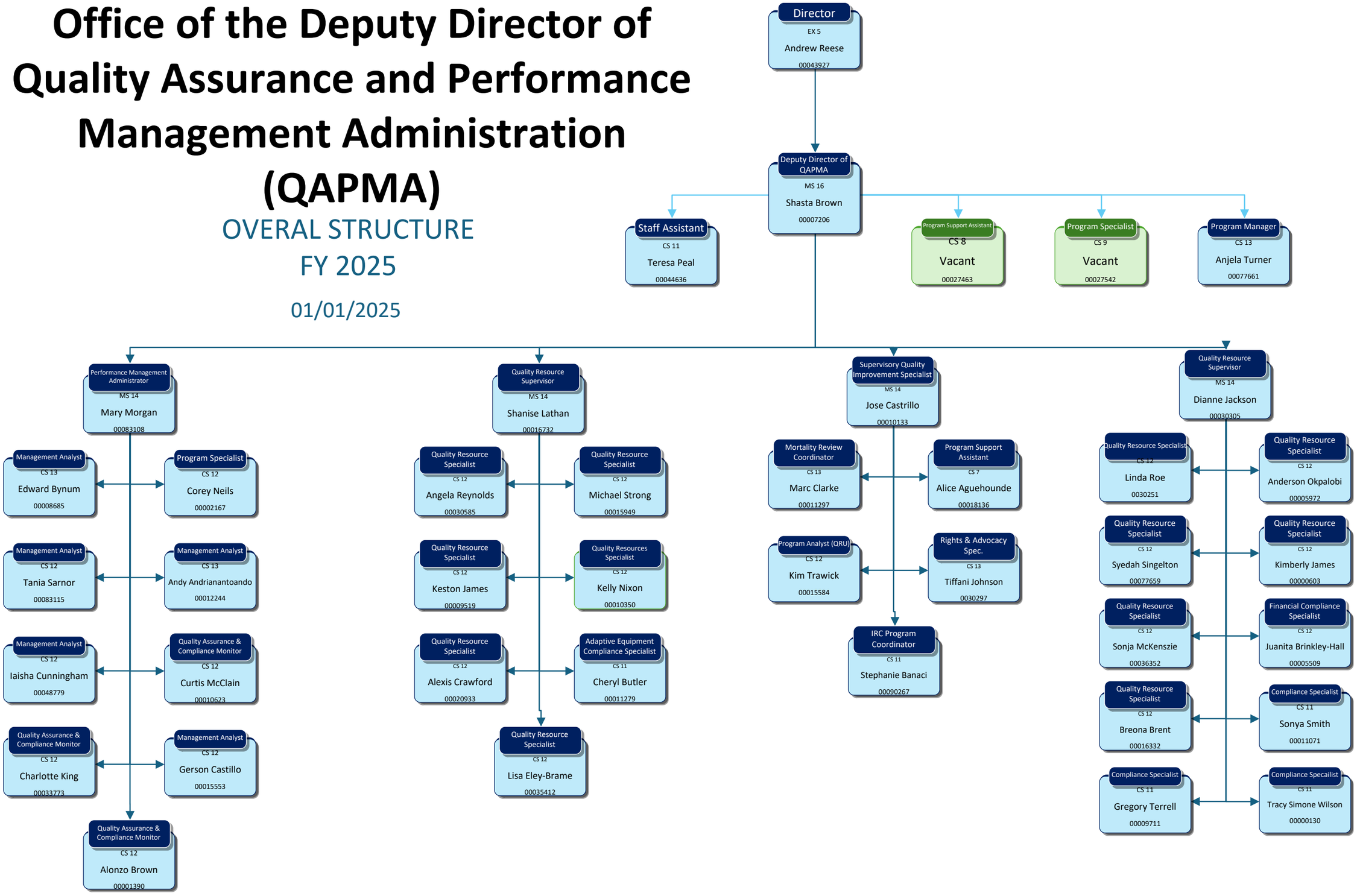

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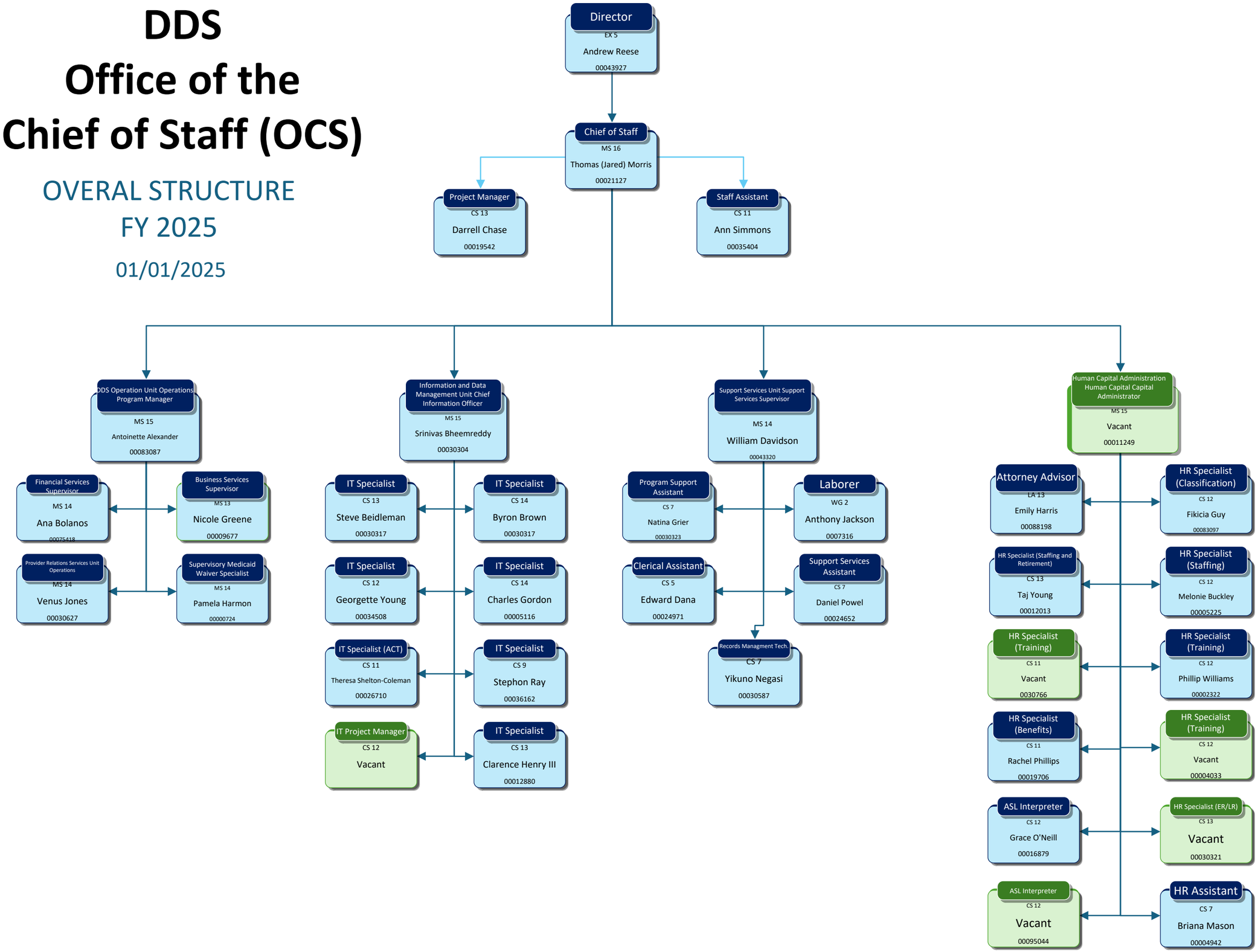

CHART 12

DDS / OCS Operations

OVERAL STRUCTURE
FY 2025
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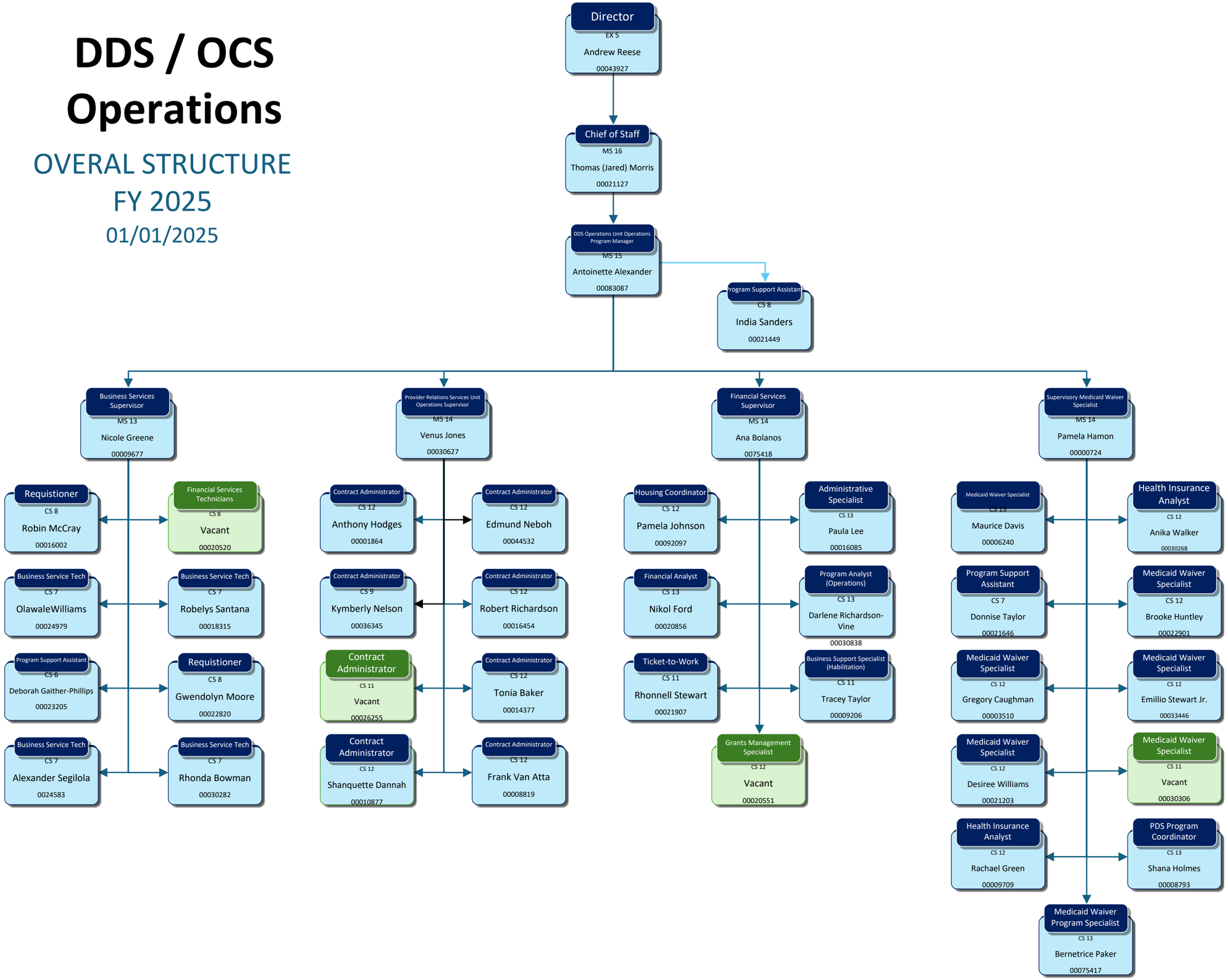

CHART 13

DDS
DEVELOPMENTAL DISABILITES ADMINISTRATION (DDA)

OVERAL MANAGEMENT STRUCTURE
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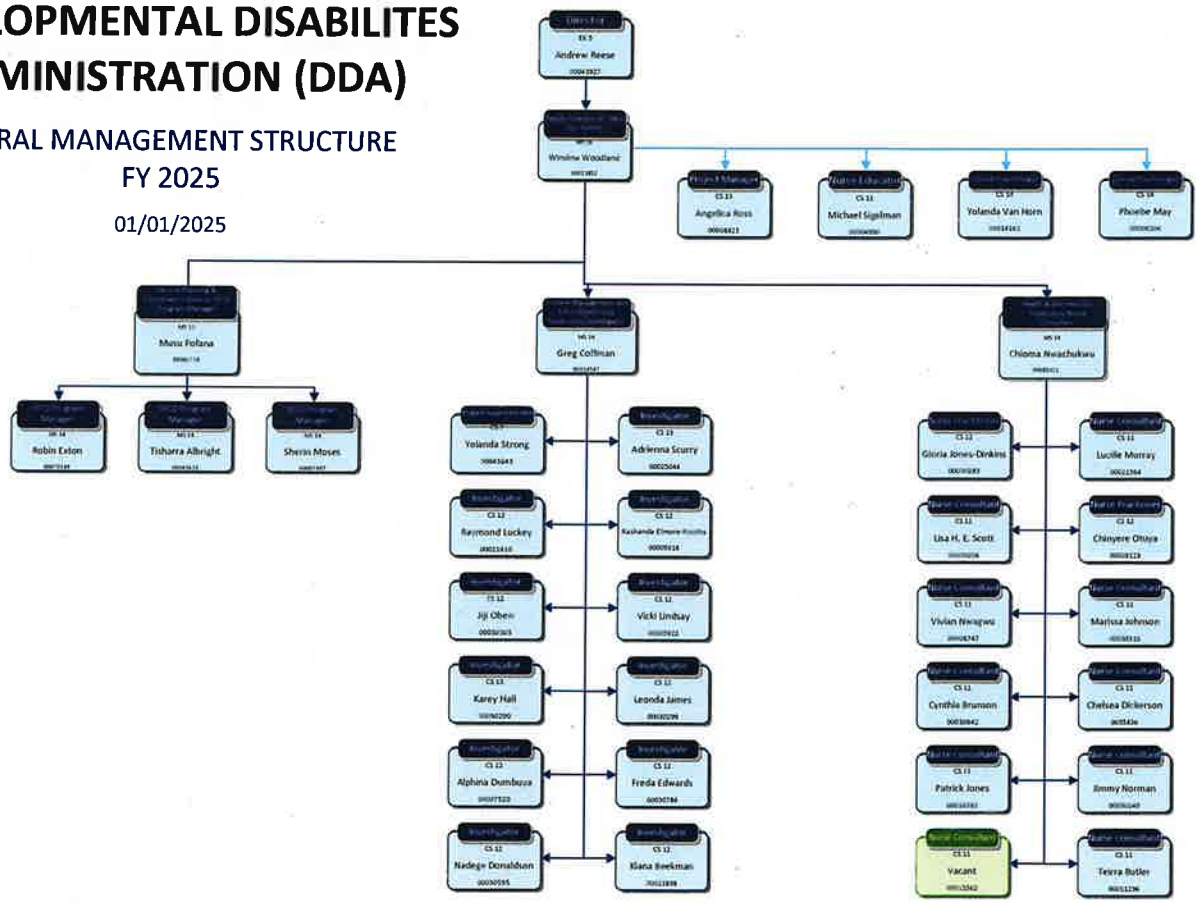

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DDS / DDA
Service Planning and Coordination Division

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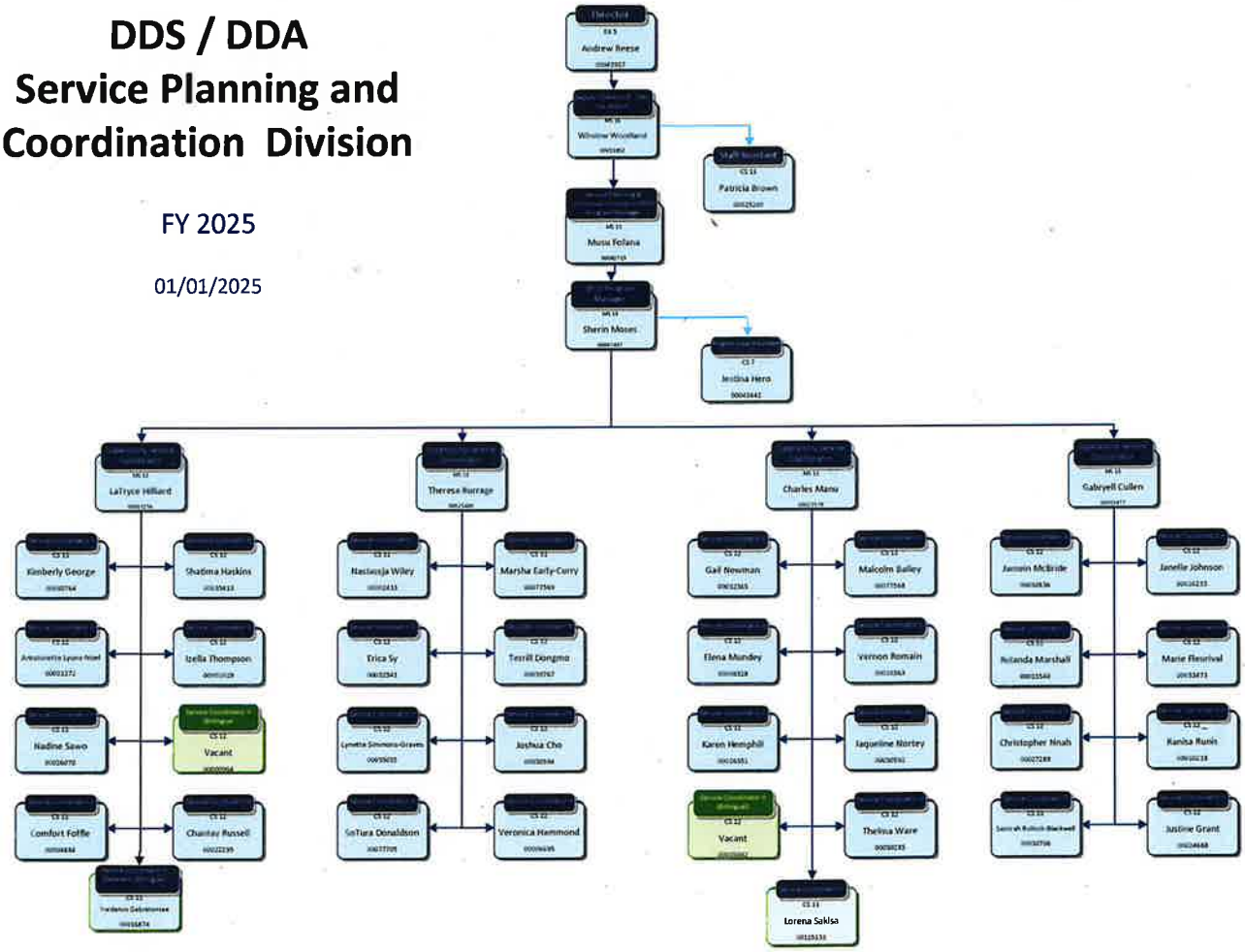

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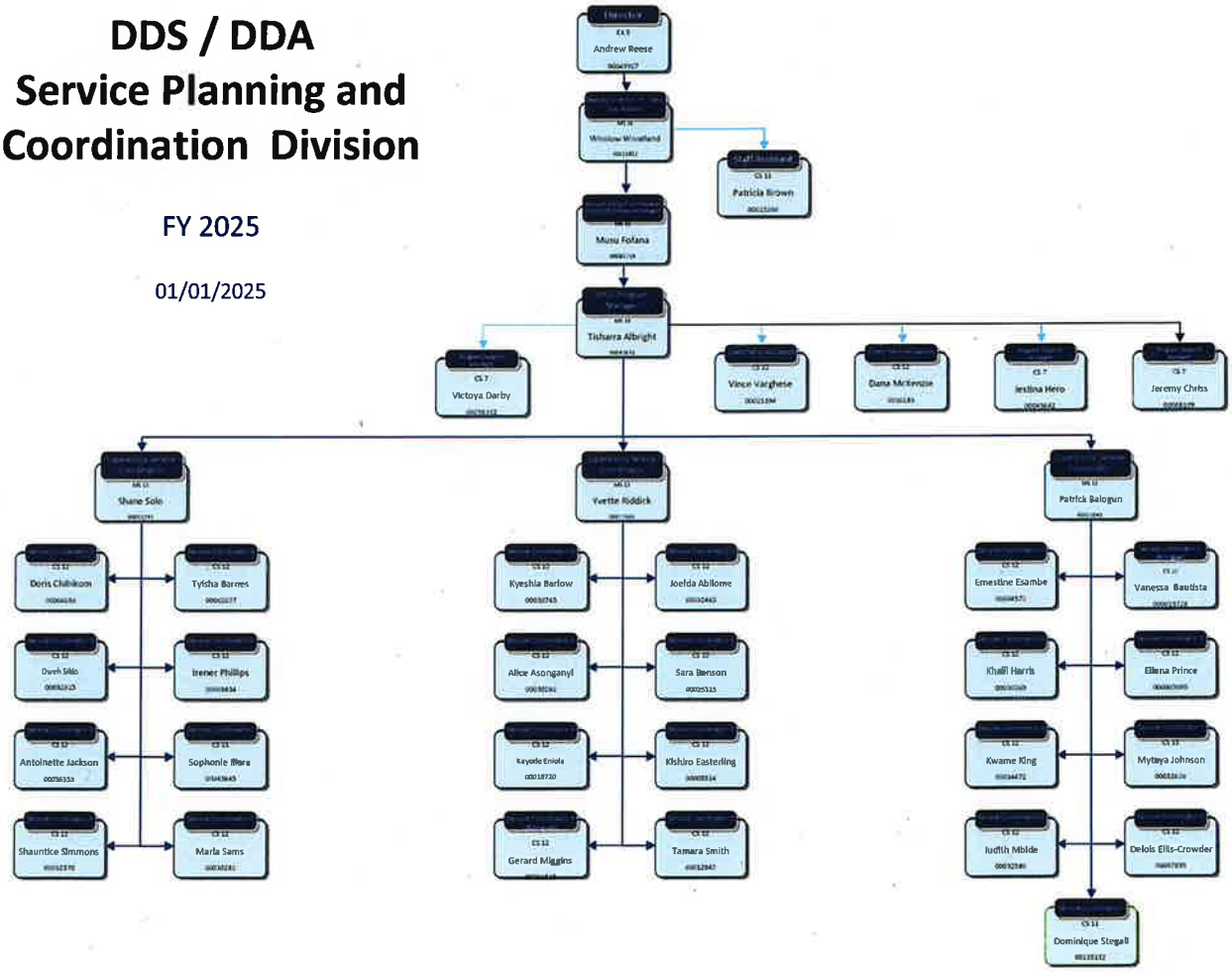

CHART 9

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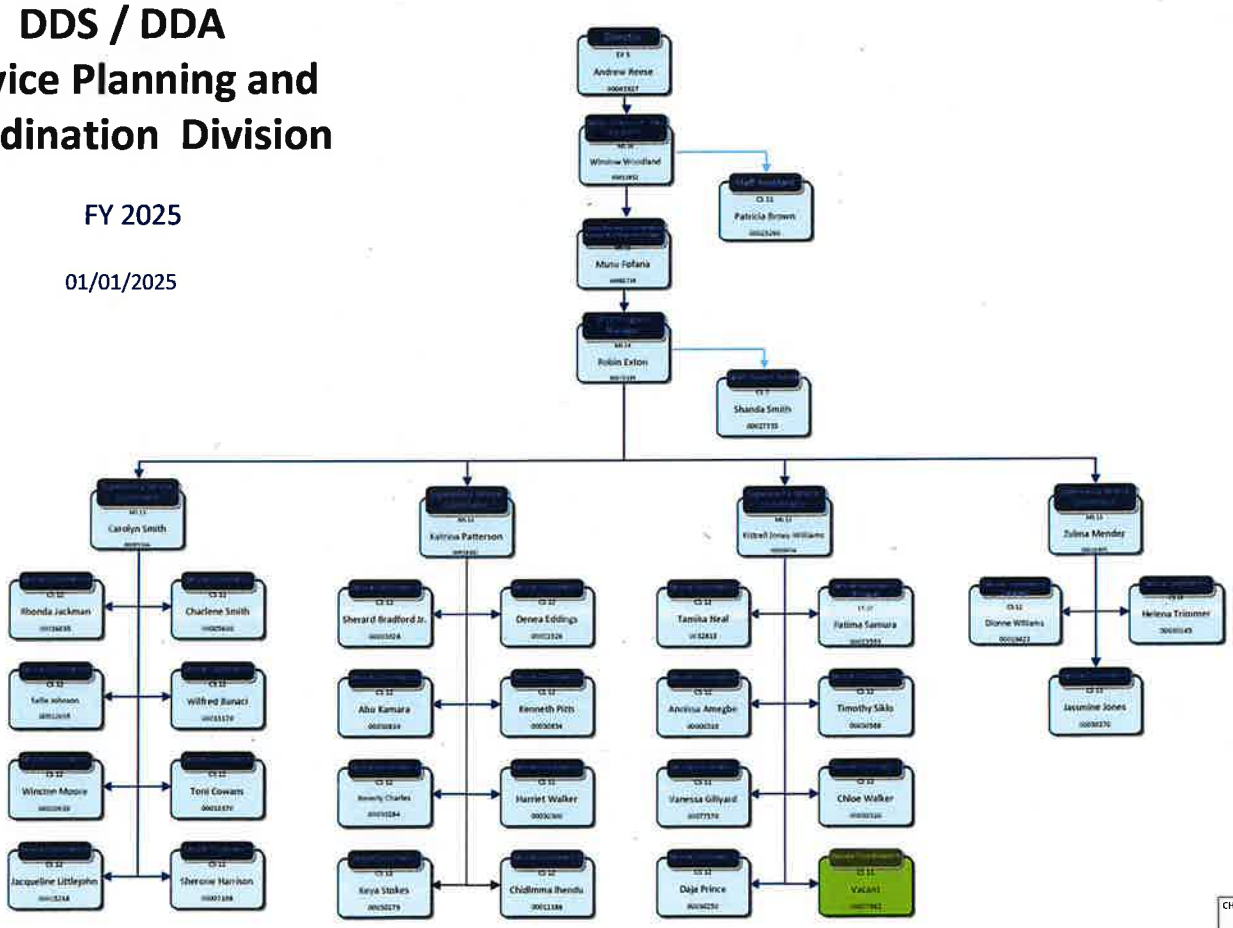


CHART 10

DDS
DEVELOPMENTAL DISABILITES ADMINISTRATION (DDA)

OVERAL MANAGEMENT STRUCTURE
FY 2025

01/01/2025

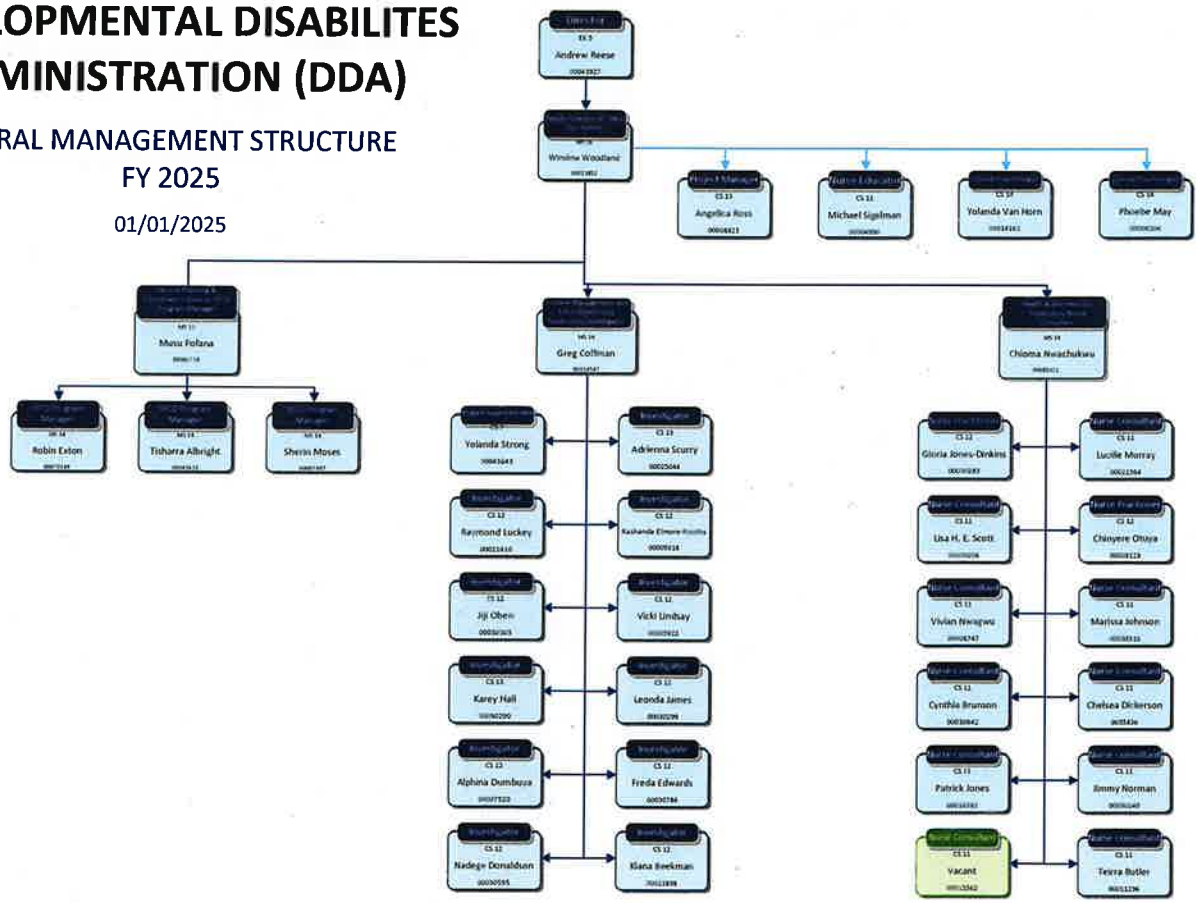
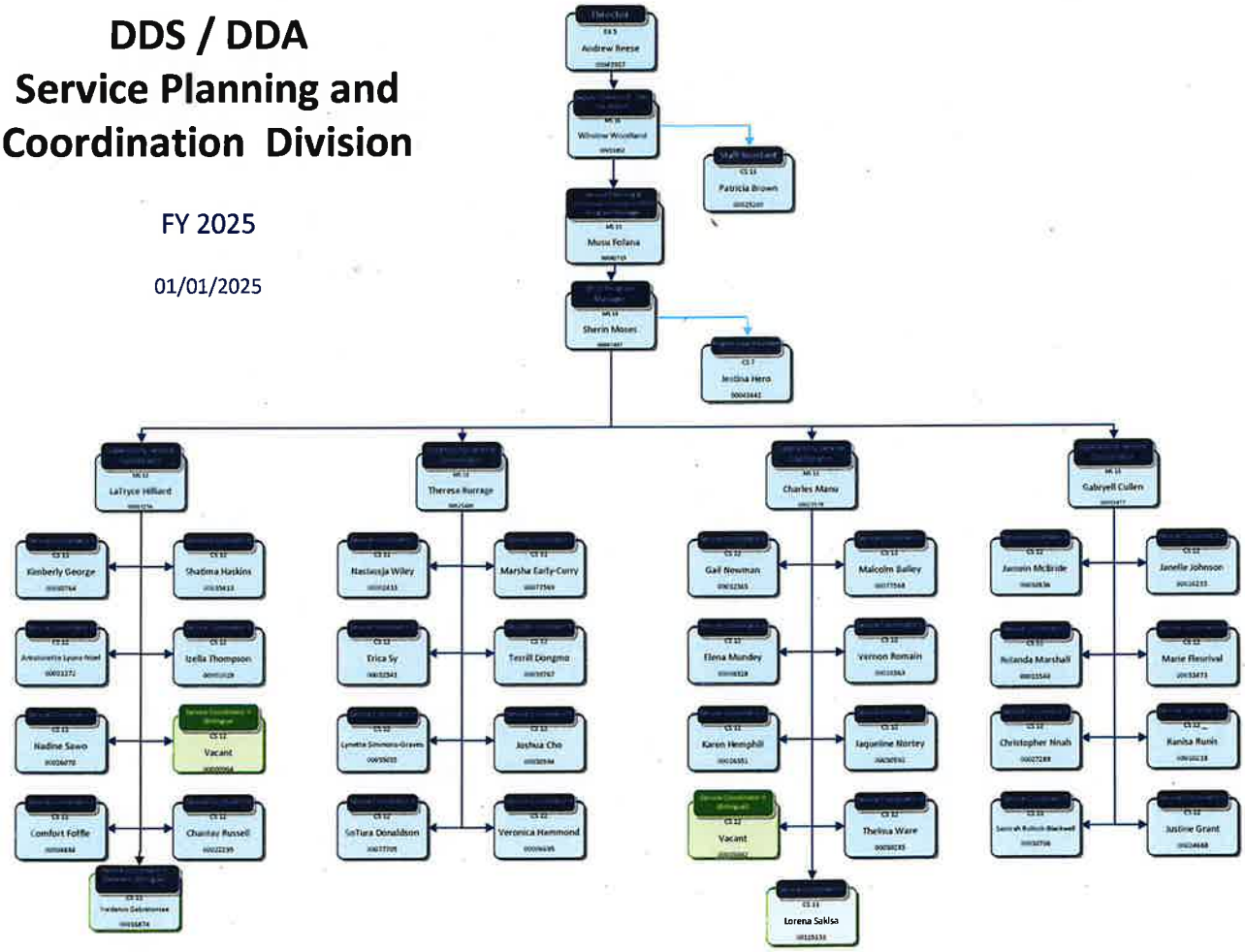


CHART 7

DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025



DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025

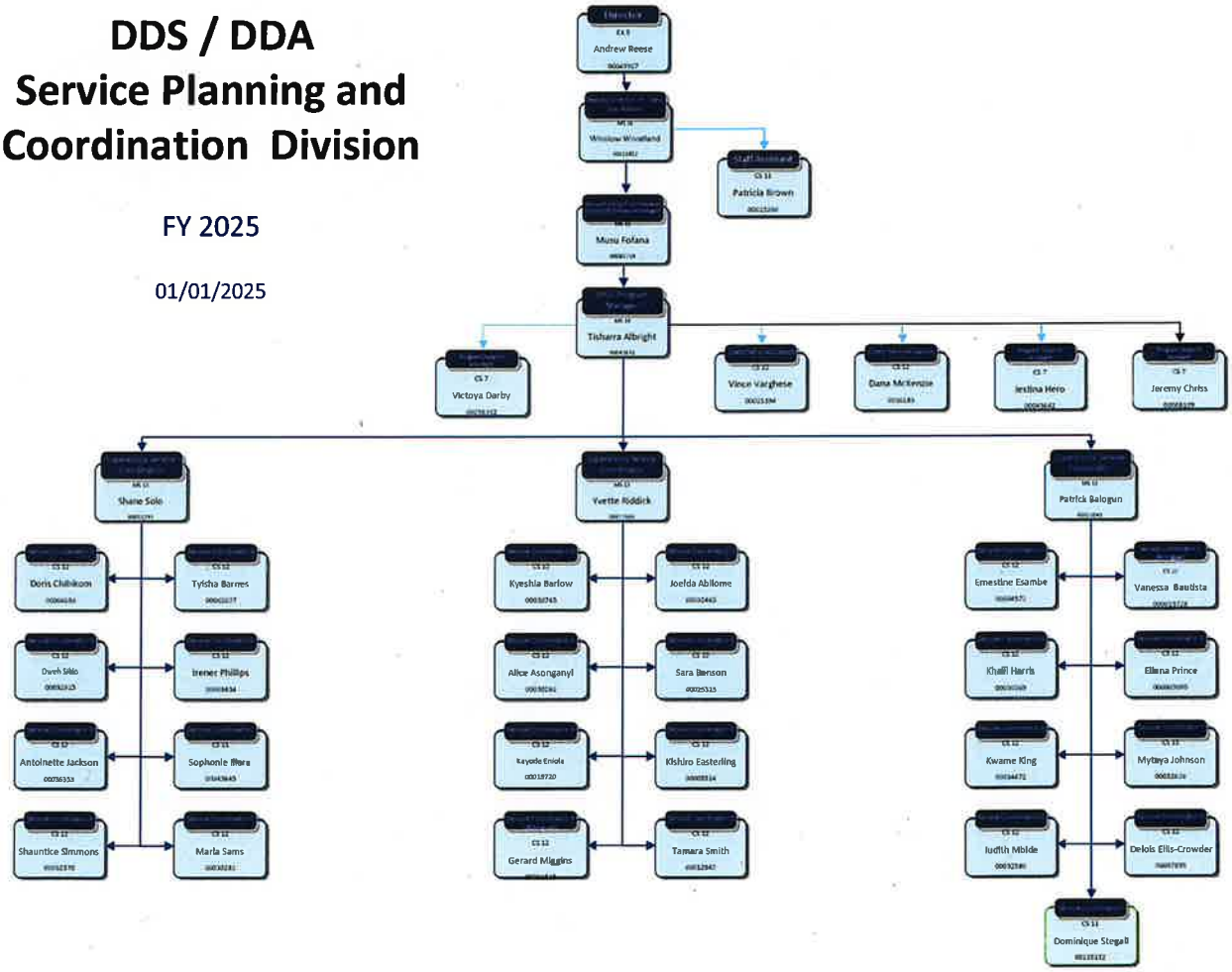


CHART 9

DDS / DDA
Service Planning and Coordination Division

FY 2025

01/01/2025

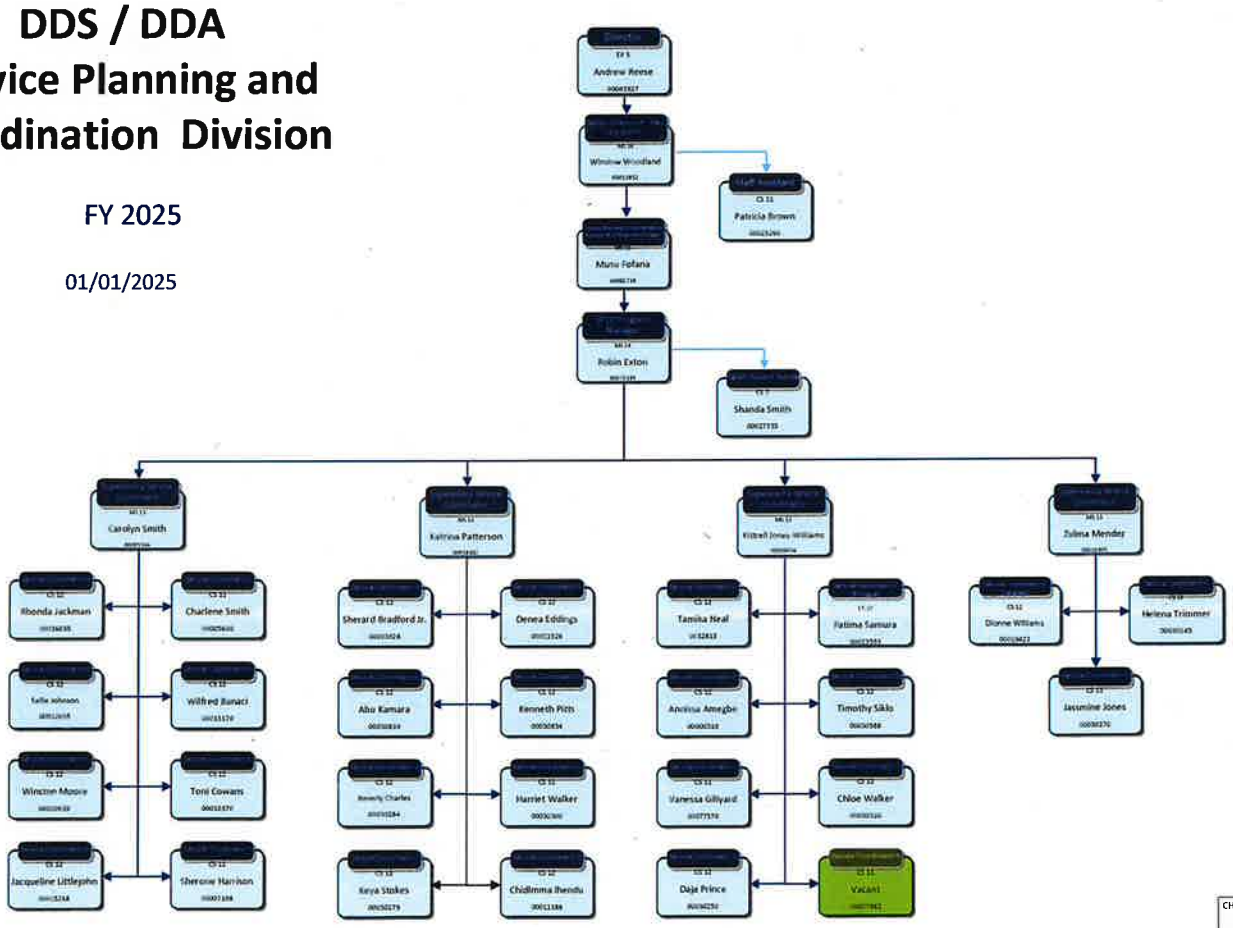


CHART 10

DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

OVERAL STRUCTURE
FY 2025
01/01/2025

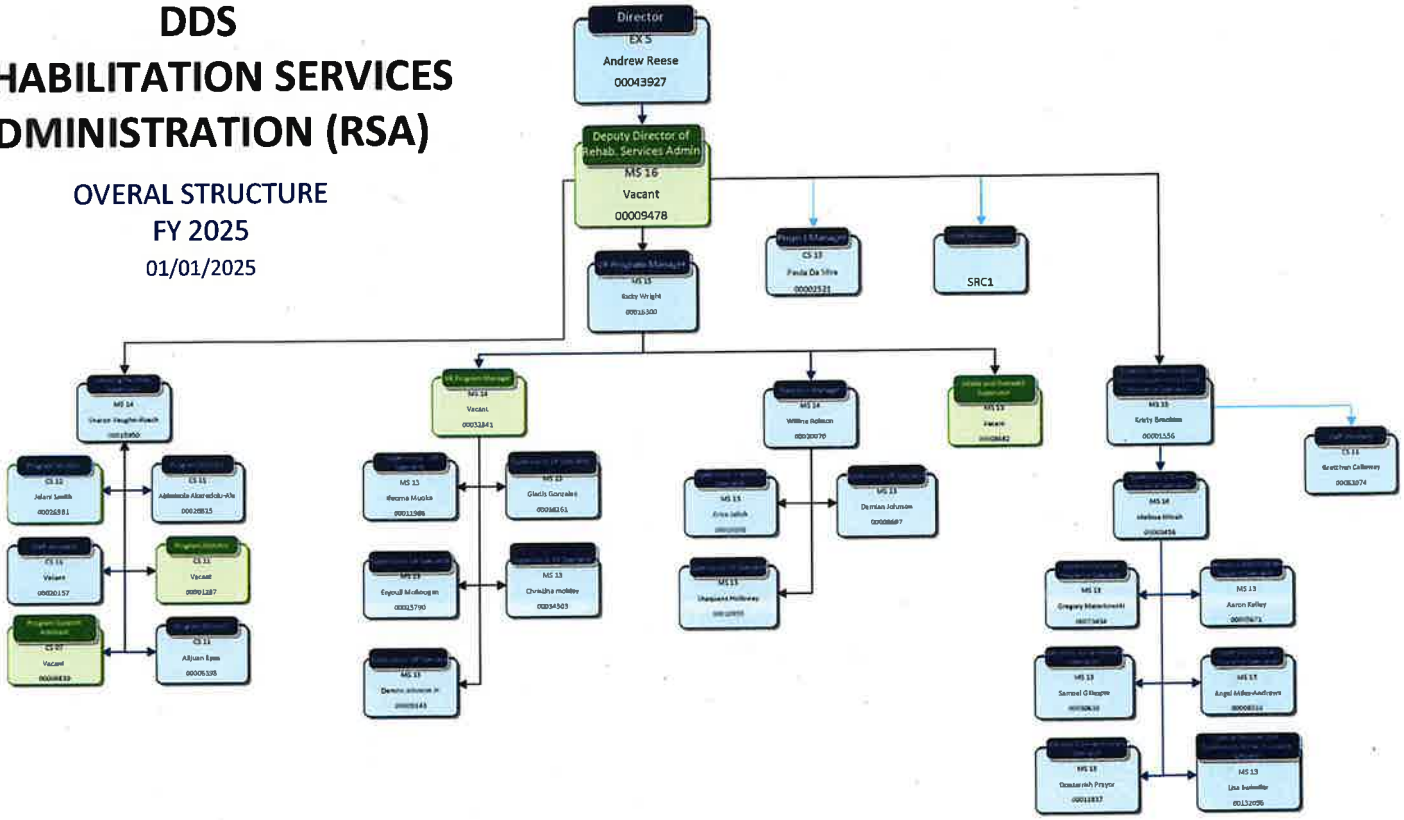
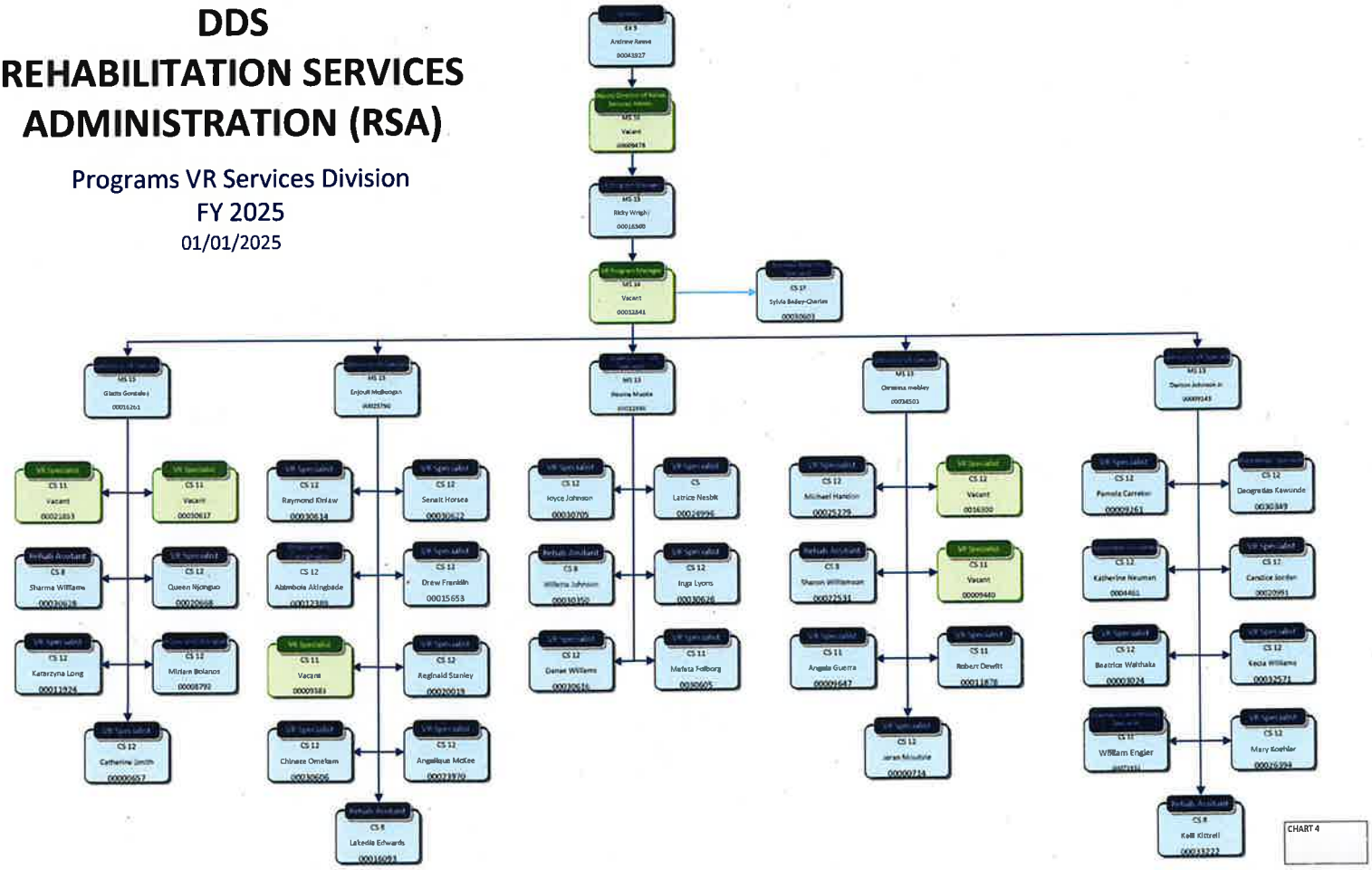


CHART 3

DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

Programs VR Services Division
FY 2025
01/01/2025



DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

OVERAL STRUCTURE
FY 2025
01/01/2025

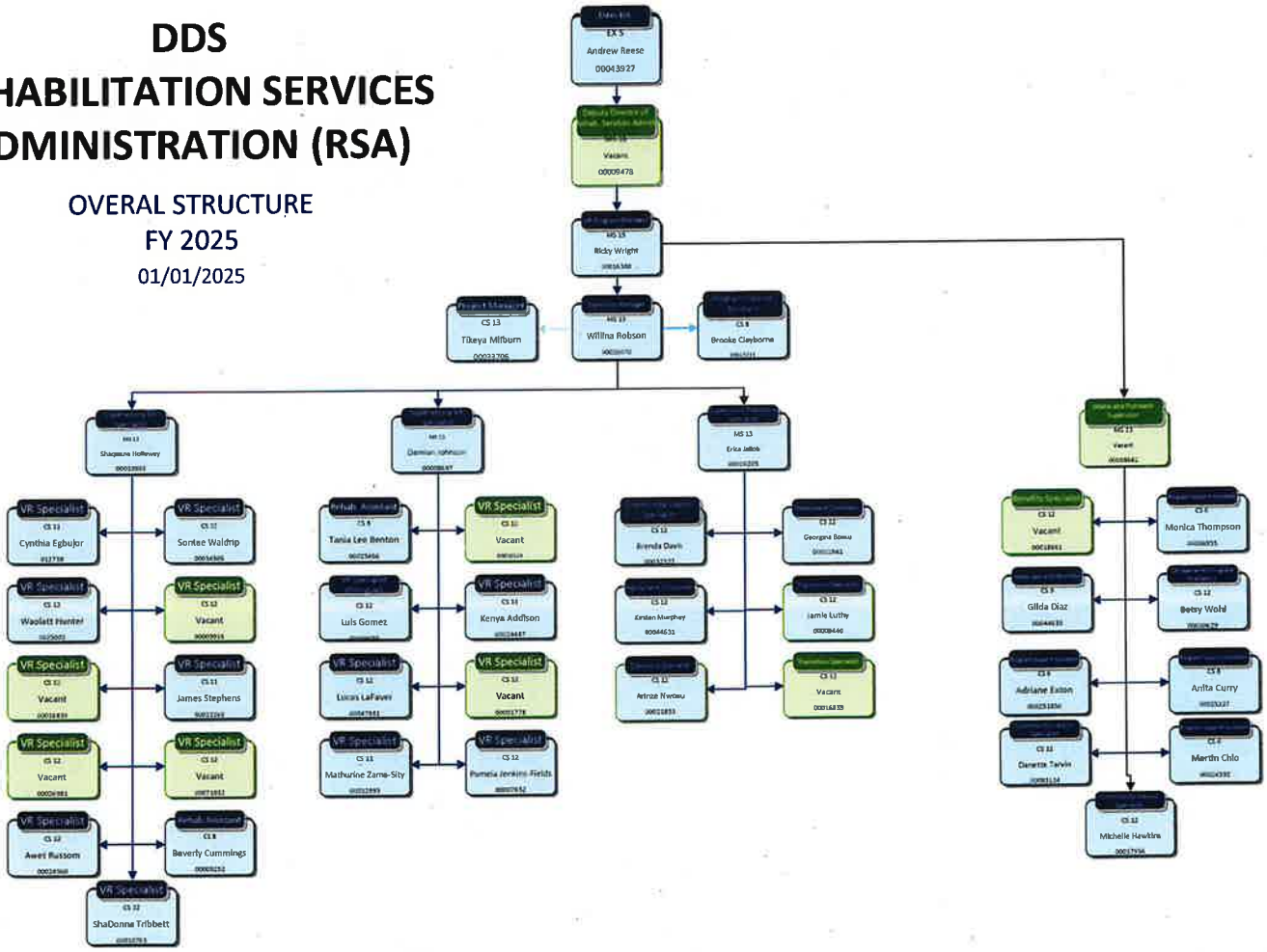
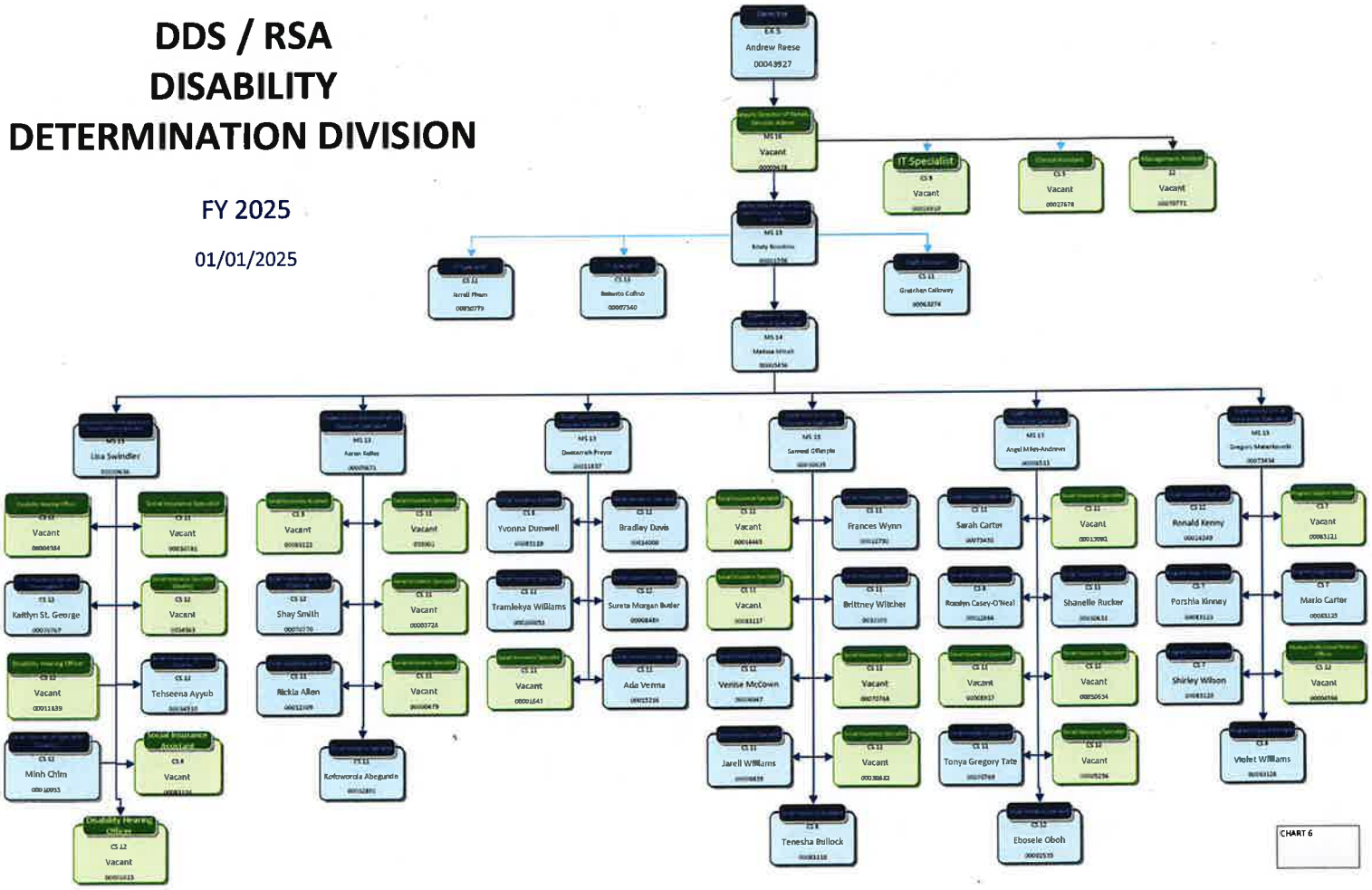


CHART 5

DDS / RSA
DISABILITY
DETERMINATION DIVISION

FY 2025

01/01/2025



DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

OVERAL STRUCTURE
FY 2025
01/01/2025

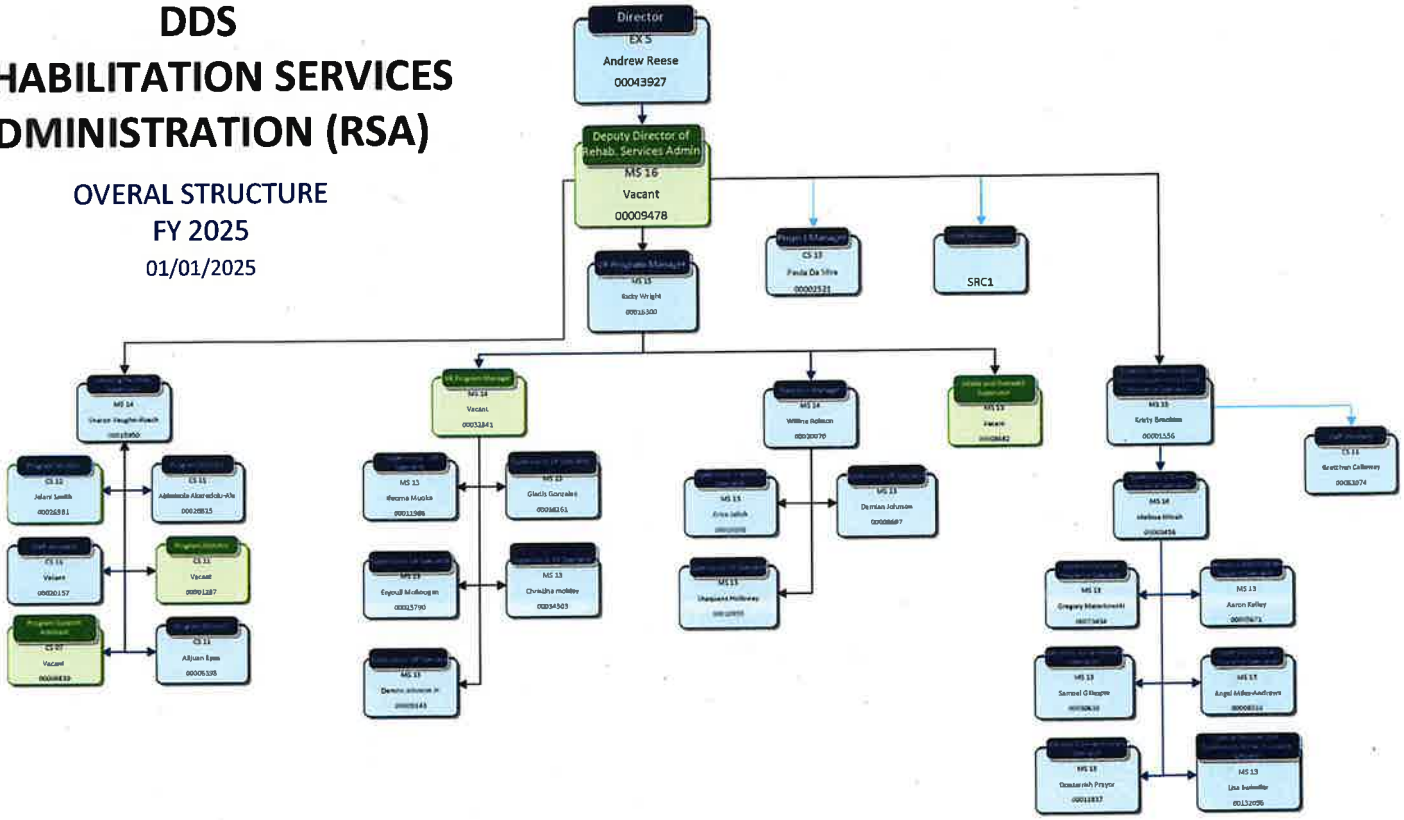
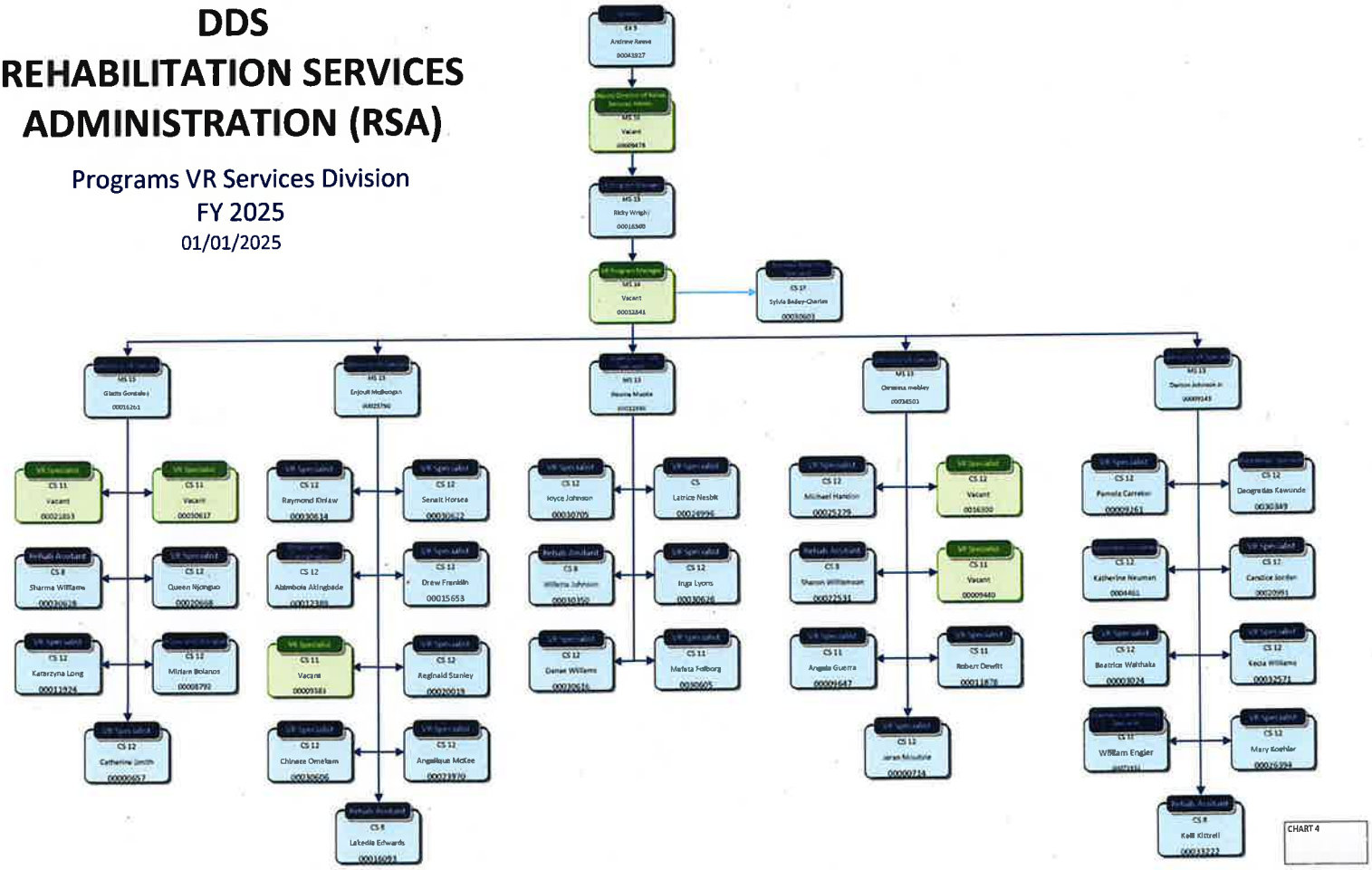


CHART 3

DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

Programs VR Services Division
FY 2025
01/01/2025



DDS
REHABILITATION SERVICES ADMINISTRATION (RSA)

OVERAL STRUCTURE
FY 2025
01/01/2025

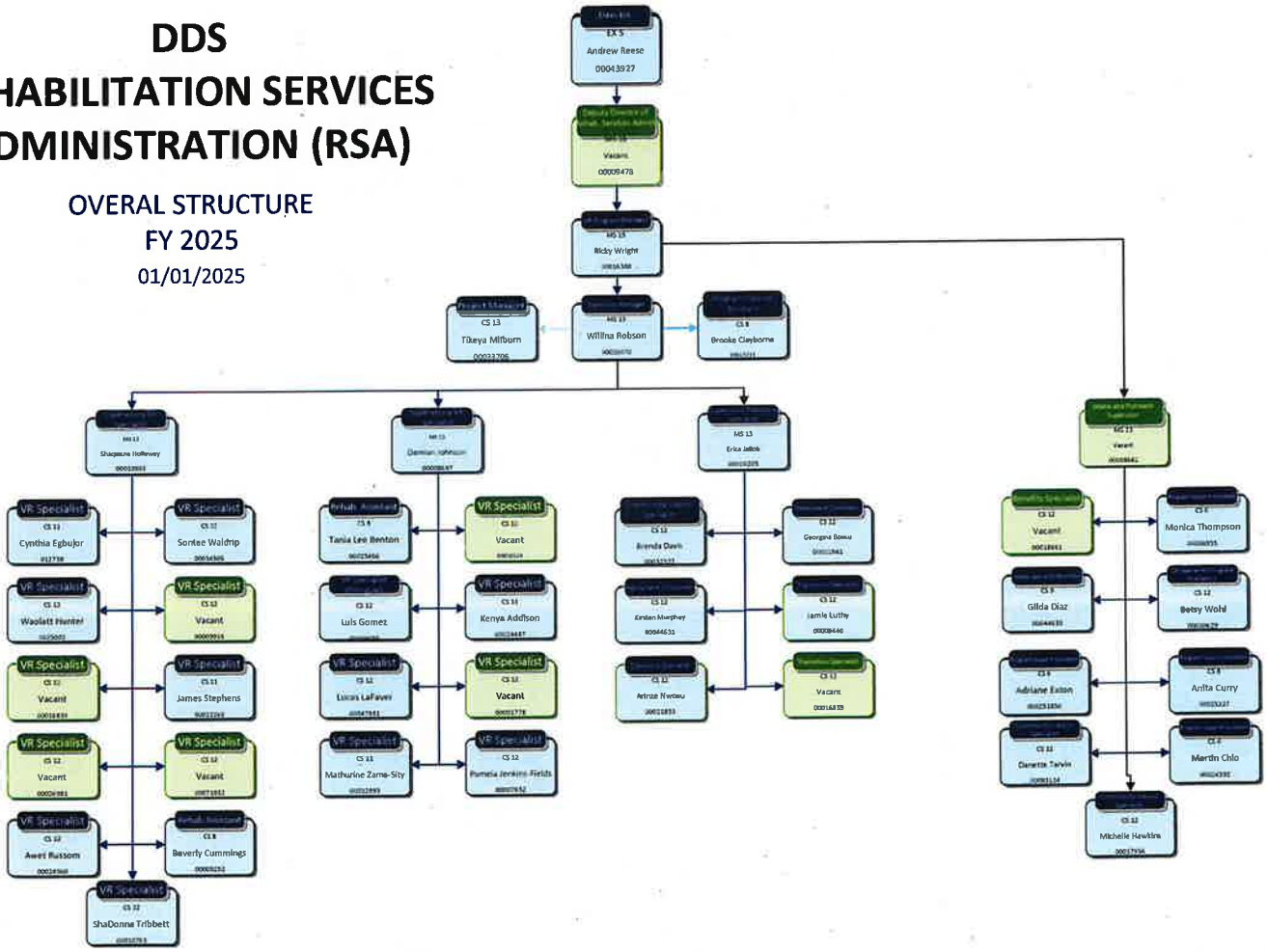
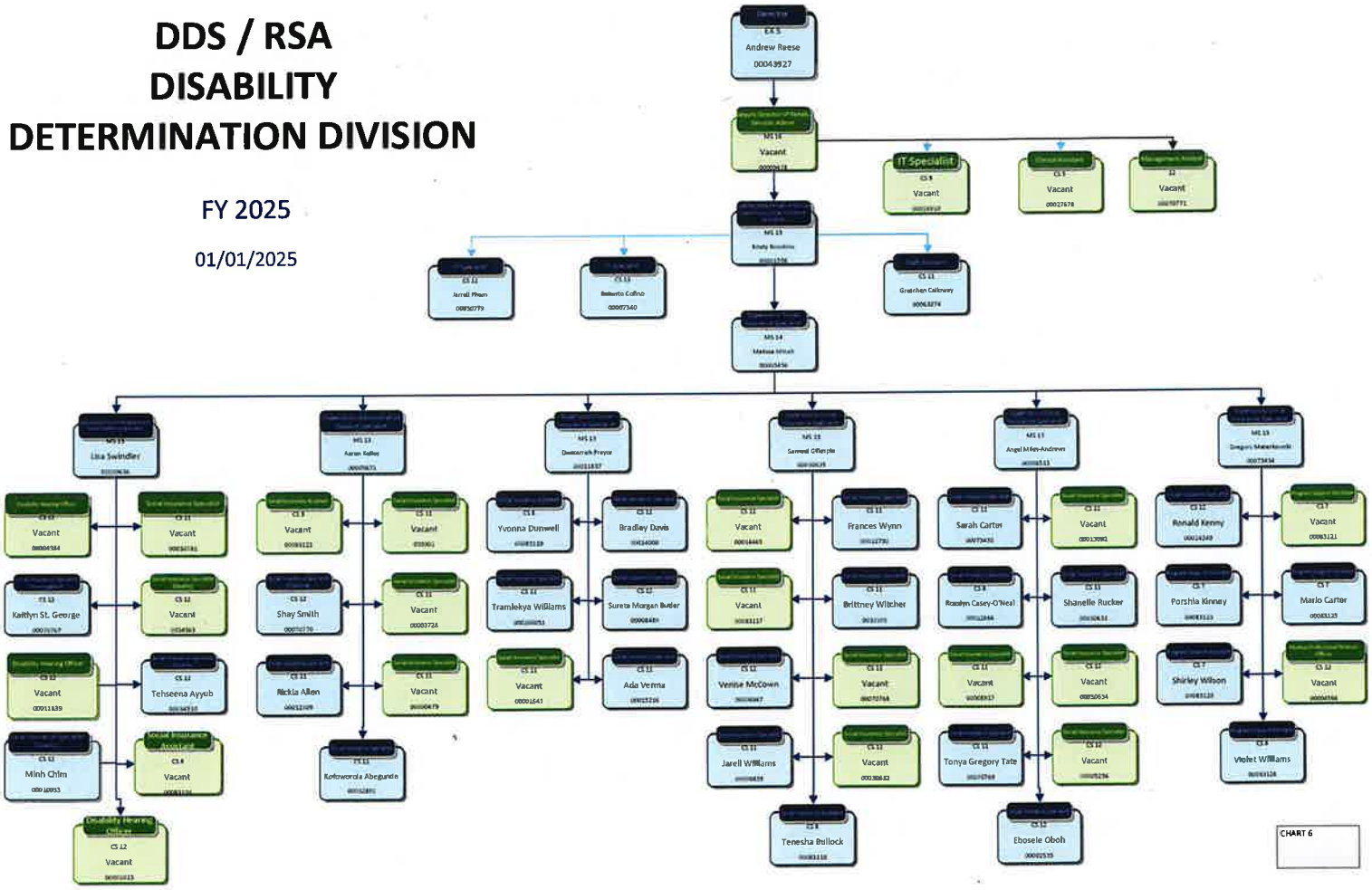


CHART 5

DDS / RSA
DISABILITY
DETERMINATION DIVISION

FY 2025

01/01/2025



DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-24/25

Admin	Work Unit	Job Title	Grade	Vacancies (FY 24)	Posting (FY 24)	Vacancies (FY 25)	Posting (FY 25)	Comments/Status
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 10/06/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	0	0	1	0	position has been vacant since 05/04/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 08/24/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0	position has been vacant since 07/07/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Clerical Assistant (OA)	05	1	0	1	0	position has been vacant since 05/22/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Program Support Assistant	07	1	0	1	0	position has been vacant since 11/21/2021 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 08/21/2016 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 11/08/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 06/30/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	1	0	position has been vacant since 09/23/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/31/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 09/01/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded

DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/25/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/07/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/17/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/03/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/15/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 01/17/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/29/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	12	1	0	1	0	position has been vacant since 09/07/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Medical Professional Relations Officer	12	1	0	1	0	position has been vacant since 07/10/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Management Analyst	12	0	0	1	0	position has been vacant since 11/30/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	0	0	position was filled on 10/22/2023
DDD	Disability Determination	Social Insurance Specialist (Training)	12	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Social Insurance Specialist	11	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0	position was filled on 11/19/2023
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	1	0	0	position was filled on 12/4/2023
DDD	Disability Determination	Social Insurance Specialist	12	1	1	0	0	position was filled on 12/31/2023
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0	position was filled on 4/22/2024
				28	**4**	**24**	**0**	
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0	position has been vacant since 04/10/2022 - on hold for vacancy savings

COS	Human Capital Administration	Human Resources Specialist (PMP)	13	1	0	1	0	position has been vacant since 12/29/2023 - on hold for vacancy savings
COS	Human Capital Administration	Interpreter (ASL)	12	1	1	1	1	position has been vacant since 04/19/2024 - in the recruitment process
COS	Human Capital Administration	Human Capital Administrator	15	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
COS	Human Capital Administration	Human Resources Specialist (ER/LR)	13	0	0	1	1	position has been vacant since 11/30/2024 - on hold for vacancy savings
COS	Operations/Financial Services U	Grants Management Specialist	12	1	1	1	0	position has been vacant since 07/02/2023 - on hold for vacancy savings
COS	Operations/Provider Relations U	Contract Administrator	12	0	0	1	1	position has been vacant since 11/30/2024 - in the recruitment process
COS	Operations/Business Services U	Financial Services Technician	08	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	11	1	0	1	0	position has been vacant since 01/14/2024 - on hold for vacancy savings
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	0	position was filled on 11/6/2023
COS	Operations/Provider Relations U	Contract Administrator	09	1	1	0	0	position was filled on 6/17/2024
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	1	position was filled on 1/13/2025
COS	Operations/Provider Relations U	Operations Supervisor	14	1	1	0	0	position was filled on 6/30/2024
COS	Office of Information & Data Management Unit	Information Technology Specialist (Prog	14	1	1	0	0	position was filled on 11/20/2023
COS	Office of Information & Data Management Unit	Information Technology Specialist	09	0	1	0	0	position was filled on 11/4/2024
COS	Operations Divison	Program Support Assistant	08	0	1	0	0	position was filled on 12/4/2023
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	0	0	position was filled on 1/14/2024
COS	Support Services Unit	Support Services Assistant	07	0	1	0	0	position was filled on 1/14/2024
COS	Operations/Financial Services U	Financial Analyst	13	1	1	0	0	position was filled on 7/14/2024
COS	Human Capital Administration	Attorney Advisor	13	1	1	0	0	position was filled on 8/11/2024
COS	Office of the Chief of Staff	Project Manager	13	1	1	0	0	position was filled on 10/7/2024
COS	Operations/Business Services U	Requisitioner	08	1	1	0	0	position was filled on 6/30/2024
COS	Operations/Business Services U	Business Services Technician	07	1	1	0	0	position was filled on 9/9/2024
COS	Operations/Business Services U	Business Services Technician	07	1	1	0	1	position was filled on 12/2/2024
COS	Operations/Business Services U	Business Services Supervisor	13	0	0	0	1	position was filled on 12/30/2024
				17	**17**	**9**	**8**	
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0	position has been vacant since 10/03/2020 - on hold for vacancy savings
QAPMA	Office of the Deputy Director	Program Specialist	09	1	0	1	1	position has been vacant since 06/19/2022 - in the recruitment process
QAPMA	Office of the Deputy Director	Project Manager	13	1	1	0	0	position was filled on 10/7/2024
QAPMA	Program Accountability Unit	IRC Program Coordinator	11	1	1	0	0	position was filled on 2/12/2024
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	1	0	0	position was filled on 2/25/2024
QAPMA	Performance Management Unit	Performance Management Manager	14	1	1	0	0	position was filled on 4/22/2024
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	0	0	0	1	position was filled on 12/29/2024
				6	**4**	**2**	**2**	
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 12/17/2023 - on hold for vacancy savings
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	11	1	0	1	0	position has been vacant since 07/27/2024 - on hold for vacancy savings
RSA	VR Services Division/General	Program Manager	14	0	0	1	1	position has been vacant since 12/15/2024 - in the recruitment process
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	1	1	position has been vacant since 03/30/2024 - in the recruitment process

RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 07/20/2024 - on hold for vacancy savings
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 04/06/2024 - on hold for vacancy savings
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 06/29/2024 - on hold for vacancy savings
RSA	Intake and Outreach Unit	Benefits Specialist	12	1	1	1	1	position has been vacant since 12/03/2023 - in the recruitment process
RSA	Intake and Outreach Unit	DDS Intake and Outreach Supervisor	13	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Support Assistant	07	1	1	1	1	position has been vacant since 12/03/2022 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	0	1	1	position has been vacant since 12/29/2024 - in the recruitment process
RSA	Office of the Deputy Director	Deputy Director of RSA	16	1	1	1	1	position has been vacant since 08/10/2024 - in the recruitment process
RSA	Office of the Deputy Director	Project Manager	13	1	1	1	1	position has been vacant since 12/28/2024 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	0	0	0	position was filled on 10/23/2023
RSA	VR Services Division/Sensory	Blind Rehabilitation Specialist	12	1	1	0	0	position was filled on 1/2/2024
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	1	0	0	position was filled on 3/25/2024
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	1	0	0	position was filled on 5/5/2024
RSA	Randolph Sheppard Vending Facilities Unit	Vending Facilities Program Manager	14	1	1	0	0	position was filled on 6/17/2024
RSA	Intake and Outreach Unit	Program Support Assistant	06	0	1	0	0	position was filled on 6/30/2024
RSA	VR Services Division/Transition	Program Manager	14	1	1	0	0	position was filled on 7/14/2024
RSA	VR Services Division/Sensory	Rehabilitation Assistant	08	1	1	0	0	position was filled on 7/14/2024
RSA	Office of the Deputy Director	Project Manager	13	1	1	0	0	position was filled on 8/26/2024
RSA	VR Services Division/Transition	Employment Coordinator	12	1	1	0	0	position was filled on 9/22/2024
RSA	VR Services Division/Transition	Supervisory Transition Specialist	13	1	1	0	0	position was filled on 9/22/2024
RSA	VR Services Division/General	Supervisory Vocational Rehabilitation S	13	0	1	0	0	position was filled on 10/7/2024
RSA	VR Services Division/General	Vocational Rehabilitation Program Mar	15	1	0	0	1	position was filled on 12/15/2024
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	12	1	0	0	1	position was filled on 12/30/2024
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1	position was filled on 1/13/2025
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1	position was filled on 1/13/2025
				23	**18**	**13**	**12**	
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1	position has been vacant since 04/27/2024 - will be filled on 02/10/2025
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1	position has been vacant since 07/27/2024 - will be filled on 02/24/2025
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	1	1	position has been vacant since 12/29/2024 - in the recruitment process
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	1	1	position has been vacant since 11/13/2024 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator (Bilingual)	11	1	0	0	0	position was filled on 10/10/2023
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	position was filled on 12/4/2023
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Supervisory Service Coordinator (Eligib	13	1	1	0	0	position was filled on 2/11/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 2/26/2024
DDA	Service Planning and Coordination Division	SPCD Program Manager	14	1	1	0	0	position was filled on 2/26/2024

DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Health and Wellness Unit	Supervisory Nurse Consultant	14	1	1	0	0	position was filled on 5/5/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 5/19/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 5/20/2024
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Intake Service Coordinator	12	1	1	0	0	position was filled on 6/2/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 7/29/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 7/29/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 8/12/2024
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	0	1	position was filled on 11/18/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 12/30/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
				25	**24**	**4**	**9**	
OOD	State Office of Policy & Planning Innovation	Policy Analyst	13	1	1	0	0	position was filled on 4/21/2024
OOD	Office of the General Counsel	Attorney Advisor	13	0	0	1	0	position has been vacant since 08/11/2024 - on hold for vacancy savings
OOD	Office of the General Counsel	Trial Attorney	13	1	1	0	0	position was filled on 9/23/2024
OAFO	Office of the Agency Fiscal Officer	Grants Financial Specialist	11	1	0	1	0	position has been vacant since 09/29/2019- on hold for vacancy savings
OAFO	Office of the Agency Fiscal Officer	Staff Assistant	11	1	0	1	0	position has been vacant since 09/29/2019- on hold for vacancy savings
				4	**2**	**3**	**0**	
				103	**69**	**55**	**31**	

DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-24/25

Admin	Work Unit	Job Title	Grade	Vacancies (FY 24)	Posting (FY 24)	Vacancies (FY 25)	Posting (FY 25)	Comments/Status
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 10/06/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	0	0	1	0	position has been vacant since 05/04/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0	position has been vacant since 08/24/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0	position has been vacant since 07/07/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Clerical Assistant (OA)	05	1	0	1	0	position has been vacant since 05/22/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Program Support Assistant	07	1	0	1	0	position has been vacant since 11/21/2021 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 08/21/2016 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 11/08/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0	position has been vacant since 06/30/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	1	0	position has been vacant since 09/23/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/31/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 09/01/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded

DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/25/2022 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/07/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/17/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 10/03/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/15/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 12/22/2023 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 01/17/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0	position has been vacant since 06/29/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist	12	1	0	1	0	position has been vacant since 09/07/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Medical Professional Relations Officer	12	1	0	1	0	position has been vacant since 07/10/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Management Analyst	12	0	0	1	0	position has been vacant since 11/30/2024 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	0	0	position was filled on 10/22/2023
DDD	Disability Determination	Social Insurance Specialist (Training)	12	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Social Insurance Specialist	11	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	0	0	0	position was filled on 10/23/2023
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0	position was filled on 11/19/2023
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	1	0	0	position was filled on 12/4/2023
DDD	Disability Determination	Social Insurance Specialist	12	1	1	0	0	position was filled on 12/31/2023
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0	position was filled on 4/22/2024
				28	**4**	**24**	**0**	
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0	position has been vacant since 04/10/2022 - on hold for vacancy savings

COS	Human Capital Administration	Human Resources Specialist (PMP)	13	1	0	1	0	position has been vacant since 12/29/2023 - on hold for vacancy savings
COS	Human Capital Administration	Interpreter (ASL)	12	1	1	1	1	position has been vacant since 04/19/2024 - in the recruitment process
COS	Human Capital Administration	Human Capital Administrator	15	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
COS	Human Capital Administration	Human Resources Specialist (ER/LR)	13	0	0	1	1	position has been vacant since 11/30/2024 - on hold for vacancy savings
COS	Operations/Financial Services U	Grants Management Specialist	12	1	1	1	0	position has been vacant since 07/02/2023 - on hold for vacancy savings
COS	Operations/Provider Relations U	Contract Administrator	12	0	0	1	1	position has been vacant since 11/30/2024 - in the recruitment process
COS	Operations/Business Services U	Financial Services Technician	08	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	11	1	0	1	0	position has been vacant since 01/14/2024 - on hold for vacancy savings
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	0	position was filled on 11/6/2023
COS	Operations/Provider Relations U	Contract Administrator	09	1	1	0	0	position was filled on 6/17/2024
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	1	position was filled on 1/13/2025
COS	Operations/Provider Relations U	Operations Supervisor	14	1	1	0	0	position was filled on 6/30/2024
COS	Office of Information & Data Management Unit	Information Technology Specialist (Prog	14	1	1	0	0	position was filled on 11/20/2023
COS	Office of Information & Data Management Unit	Information Technology Specialist	09	0	1	0	0	position was filled on 11/4/2024
COS	Operations Divison	Program Support Assistant	08	0	1	0	0	position was filled on 12/4/2023
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	0	0	position was filled on 1/14/2024
COS	Support Services Unit	Support Services Assistant	07	0	1	0	0	position was filled on 1/14/2024
COS	Operations/Financial Services U	Financial Analyst	13	1	1	0	0	position was filled on 7/14/2024
COS	Human Capital Administration	Attorney Advisor	13	1	1	0	0	position was filled on 8/11/2024
COS	Office of the Chief of Staff	Project Manager	13	1	1	0	0	position was filled on 10/7/2024
COS	Operations/Business Services U	Requisitioner	08	1	1	0	0	position was filled on 6/30/2024
COS	Operations/Business Services U	Business Services Technician	07	1	1	0	0	position was filled on 9/9/2024
COS	Operations/Business Services U	Business Services Technician	07	1	1	0	1	position was filled on 12/2/2024
COS	Operations/Business Services U	Business Services Supervisor	13	0	0	0	1	position was filled on 12/30/2024
				17	**17**	**9**	**8**	
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0	position has been vacant since 10/03/2020 - on hold for vacancy savings
QAPMA	Office of the Deputy Director	Program Specialist	09	1	0	1	1	position has been vacant since 06/19/2022 - in the recruitment process
QAPMA	Office of the Deputy Director	Project Manager	13	1	1	0	0	position was filled on 10/7/2024
QAPMA	Program Accountability Unit	IRC Program Coordinator	11	1	1	0	0	position was filled on 2/12/2024
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	1	0	0	position was filled on 2/25/2024
QAPMA	Performance Management Unit	Performance Management Manager	14	1	1	0	0	position was filled on 4/22/2024
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	0	0	0	1	position was filled on 12/29/2024
				6	**4**	**2**	**2**	
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 12/17/2023 - on hold for vacancy savings
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	11	1	0	1	0	position has been vacant since 07/27/2024 - on hold for vacancy savings
RSA	VR Services Division/General	Program Manager	14	0	0	1	1	position has been vacant since 12/15/2024 - in the recruitment process
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	1	1	position has been vacant since 03/30/2024 - in the recruitment process

RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 07/20/2024 - on hold for vacancy savings
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 04/06/2024 - on hold for vacancy savings
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0	position has been vacant since 06/29/2024 - on hold for vacancy savings
RSA	Intake and Outreach Unit	Benefits Specialist	12	1	1	1	1	position has been vacant since 12/03/2023 - in the recruitment process
RSA	Intake and Outreach Unit	DDS Intake and Outreach Supervisor	13	0	0	1	1	position has been vacant since 11/16/2024 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Support Assistant	07	1	1	1	1	position has been vacant since 12/03/2022 - in the recruitment process
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	0	1	1	position has been vacant since 12/29/2024 - in the recruitment process
RSA	Office of the Deputy Director	Deputy Director of RSA	16	1	1	1	1	position has been vacant since 08/10/2024 - in the recruitment process
RSA	Office of the Deputy Director	Project Manager	13	1	1	1	1	position has been vacant since 12/28/2024 - in the recruitment process
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	0	0	0	position was filled on 10/23/2023
RSA	VR Services Division/Sensory	Blind Rehabilitation Specialist	12	1	1	0	0	position was filled on 1/2/2024
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	1	0	0	position was filled on 3/25/2024
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	1	0	0	position was filled on 5/5/2024
RSA	Randolph Sheppard Vending Facilities Unit	Vending Facilities Program Manager	14	1	1	0	0	position was filled on 6/17/2024
RSA	Intake and Outreach Unit	Program Support Assistant	06	0	1	0	0	position was filled on 6/30/2024
RSA	VR Services Division/Transition	Program Manager	14	1	1	0	0	position was filled on 7/14/2024
RSA	VR Services Division/Sensory	Rehabilitation Assistant	08	1	1	0	0	position was filled on 7/14/2024
RSA	Office of the Deputy Director	Project Manager	13	1	1	0	0	position was filled on 8/26/2024
RSA	VR Services Division/Transition	Employment Coordinator	12	1	1	0	0	position was filled on 9/22/2024
RSA	VR Services Division/Transition	Supervisory Transition Specialist	13	1	1	0	0	position was filled on 9/22/2024
RSA	VR Services Division/General	Supervisory Vocational Rehabilitation S	13	0	1	0	0	position was filled on 10/7/2024
RSA	VR Services Division/General	Vocational Rehabilitation Program Mar	15	1	0	0	1	position was filled on 12/15/2024
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	12	1	0	0	1	position was filled on 12/30/2024
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1	position was filled on 1/13/2025
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1	position was filled on 1/13/2025
				23	**18**	**13**	**12**	
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1	position has been vacant since 04/27/2024 - will be filled on 02/10/2025
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1	position has been vacant since 07/27/2024 - will be filled on 02/24/2025
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	1	1	position has been vacant since 12/29/2024 - in the recruitment process
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	1	1	position has been vacant since 11/13/2024 - in the recruitment process
DDA	Service Planning and Coordination Division	Service Coordinator (Bilingual)	11	1	0	0	0	position was filled on 10/10/2023
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0	position was filled on 12/4/2023
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Supervisory Service Coordinator (Eligib	13	1	1	0	0	position was filled on 2/11/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 2/26/2024
DDA	Service Planning and Coordination Division	SPCD Program Manager	14	1	1	0	0	position was filled on 2/26/2024

DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0	position was filled on 4/22/2024
DDA	Health and Wellness Unit	Supervisory Nurse Consultant	14	1	1	0	0	position was filled on 5/5/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 5/19/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 5/20/2024
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Intake Service Coordinator	12	1	1	0	0	position was filled on 6/2/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 7/29/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 7/29/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0	position was filled on 8/12/2024
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	0	1	position was filled on 11/18/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 12/30/2024
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1	position was filled on 1/13/2025
				25	**24**	**4**	**9**	
OOD	State Office of Policy & Planning Innovation	Policy Analyst	13	1	1	0	0	position was filled on 4/21/2024
OOD	Office of the General Counsel	Attorney Advisor	13	0	0	1	0	position has been vacant since 08/11/2024 - on hold for vacancy savings
OOD	Office of the General Counsel	Trial Attorney	13	1	1	0	0	position was filled on 9/23/2024
OAFO	Office of the Agency Fiscal Officer	Grants Financial Specialist	11	1	0	1	0	position has been vacant since 09/29/2019- on hold for vacancy savings
OAFO	Office of the Agency Fiscal Officer	Staff Assistant	11	1	0	1	0	position has been vacant since 09/29/2019- on hold for vacancy savings
				4	**2**	**3**	**0**	
				103	**69**	**55**	**31**	

DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-24/25

Admin	Work Unit	Job Title	Grade	Vacancies (FY 24)	Posting (FY 24)	Vacancies (FY 25)	Posting (FY 25)
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0
DDD	Disability Determination	Disability Hearing Officer	12	0	0	1	0
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0
DDD	Disability Determination	Clerical Assistant (OA)	05	1	0	1	0
DDD	Disability Determination	Program Support Assistant	07	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0

DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	12	1	0	1	0
DDD	Disability Determination	Medical Professional Relations Officer	12	1	0	1	0
DDD	Disability Determination	Management Analyst	12	0	0	1	0
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	0	0

DDD	Disability Determination	Social Insurance Specialist (Training)	12	1	0	0	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	0	0
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	0	0	0
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	1	0	0
DDD	Disability Determination	Social Insurance Specialist	12	1	1	0	0
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0
				28	**4**	**24**	**0**
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0
COS	Human Capital Administration	Human Resources Specialist (PMP)	13	1	0	1	0
COS	Human Capital Administration	Interpreter (ASL)	12	1	1	1	1
COS	Human Capital Administration	Human Capital Administrator	15	0	0	1	1
COS	Human Capital Administration	Human Resources Specialist (ER/LR)	13	0	0	1	1
COS	Operations/Financial Services U	Grants Management Specialist	12	1	1	1	0
COS	Operations/Provider Relations U	Contract Administrator	12	0	0	1	1
COS	Operations/Business Services Ur	Financial Services Technician	08	0	0	1	1
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	11	1	0	1	0
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	0
COS	Operations/Provider Relations U	Contract Administrator	09	1	1	0	0
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	1
COS	Operations/Provider Relations U	Operations Supervisor	14	1	1	0	0
COS	Office of Information & Data Management Unit	Information Technology Specialist (Prog	14	1	1	0	0
COS	Office of Information & Data Management Unit	Information Technology Specialist	09	0	1	0	0
COS	Operations Divison	Program Support Assistant	08	0	1	0	0
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	0	0
COS	Support Services Unit	Support Services Assistant	07	0	1	0	0
COS	Operations/Financial Services U	Financial Analyst	13	1	1	0	0
COS	Human Capital Administration	Attorney Advisor	13	1	1	0	0
COS	Office of the Chief of Staff	Project Manager	13	1	1	0	0
COS	Operations/Business Services Ur	Requisitioner	08	1	1	0	0
COS	Operations/Business Services Ur	Business Services Technician	07	1	1	0	0
COS	Operations/Business Services Ur	Business Services Technician	07	1	1	0	1
COS	Operations/Business Services Ur	Business Services Supervisor	13	0	0	0	1
				17	**17**	**9**	**8**
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0

QAPMA	Office of the Deputy Director	Program Specialist	09	1	0	1	1
QAPMA	Office of the Deputy Director	Project Manager	13	1	1	0	0
QAPMA	Program Accountability Unit	IRC Program Coordinator	11	1	1	0	0
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	1	0	0
QAPMA	Performance Management Unit	Performance Management Manager	14	1	1	0	0
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	0	0	0	1
				6	**4**	**2**	**2**
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	11	1	0	1	0
RSA	VR Services Division/General	Program Manager	14	0	0	1	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	1	1
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	Intake and Outreach Unit	Benefits Specialist	12	1	1	1	1
RSA	Intake and Outreach Unit	DDS Intake and Outreach Supervisor	13	0	0	1	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Support Assistant	07	1	1	1	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	0	1	1
RSA	Office of the Deputy Director	Deputy Director of RSA	16	1	1	1	1
RSA	Office of the Deputy Director	Project Manager	13	1	1	1	1
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	0	0	0
RSA	VR Services Division/Sensory	Blind Rehabilitation Specialist	12	1	1	0	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	1	0	0
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	1	0	0
RSA	Randolph Sheppard Vending Facilities Unit	Vending Facilities Program Manager	14	1	1	0	0
RSA	Intake and Outreach Unit	Program Support Assistant	06	0	1	0	0
RSA	VR Services Division/Transition	Program Manager	14	1	1	0	0
RSA	VR Services Division/Sensory	Rehabilitation Assistant	08	1	1	0	0
RSA	Office of the Deputy Director	Project Manager	13	1	1	0	0
RSA	VR Services Division/Transition	Employment Coordinator	12	1	1	0	0
RSA	VR Services Division/Transition	Supervisory Transition Specialist	13	1	1	0	0

RSA	VR Services Division/General	Supervisory Vocational Rehabilitation S	13	0	1	0	0
RSA	VR Services Division/General	Vocational Rehabilitation Program Man	15	1	0	0	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	12	1	0	0	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1
				23	**18**	**13**	**12**
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	1	1
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	1	1
DDA	Service Planning and Coordination Division	Service Coordinator (Bilingual)	11	1	0	0	0
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Supervisory Service Coordinator (Eligibi	13	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	SPCD Program Manager	14	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Health and Wellness Unit	Supervisory Nurse Consultant	14	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Intake Service Coordinator	12	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0

DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
				25	**24**	**4**	**9**
OOD	State Office of Policy & Planning Innovation	Policy Analyst	13	1	1	0	0
OOD	Office of the General Counsel	Attorney Advisor	13	0	0	1	0
OOD	Office of the General Counsel	Trial Attorney	13	1	1	0	0
OAFO	Office of the Agency Fiscal Officer	Grants Financial Specialist	11	1	0	1	0
OAFO	Office of the Agency Fiscal Officer	Staff Assistant	11	1	0	1	0
				4	**2**	**3**	**0**
				103	**69**	**55**	**31**

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position has been vacant since 10/06/2019 - currently on hold pending the Social Security Administration's approval. This position is 100% federally funded
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DEPARTMENT ON DISABILITY SERVICES
VACANCIES AND POSTING REPORT FOR FY-24/25

Admin	Work Unit	Job Title	Grade	Vacancies (FY 24)	Posting (FY 24)	Vacancies (FY 25)	Posting (FY 25)
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0
DDD	Disability Determination	Disability Hearing Officer	12	0	0	1	0
DDD	Disability Determination	Disability Hearing Officer	12	1	0	1	0
DDD	Disability Determination	Information Technology Specialist	09	1	0	1	0
DDD	Disability Determination	Clerical Assistant (OA)	05	1	0	1	0
DDD	Disability Determination	Program Support Assistant	07	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Assistant	08	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0

DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	1	0
DDD	Disability Determination	Social Insurance Specialist	12	1	0	1	0
DDD	Disability Determination	Medical Professional Relations Officer	12	1	0	1	0
DDD	Disability Determination	Management Analyst	12	0	0	1	0
DDD	Disability Determination	Social Insurance Specialist (Quality)	12	1	0	0	0

DDD	Disability Determination	Social Insurance Specialist (Training)	12	1	0	0	0
DDD	Disability Determination	Social Insurance Specialist	11	1	0	0	0
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	0	0	0
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0
DDD	Disability Determination	Supervisory Social Insurance Specialist	13	1	1	0	0
DDD	Disability Determination	Social Insurance Specialist	12	1	1	0	0
DDD	Disability Determination	Social Insurance Specialist	11	0	1	0	0
				28	**4**	**24**	**0**
COS	Human Capital Administration	Human Resources Specialist (Training)	12	1	0	1	0
COS	Human Capital Administration	Human Resources Specialist (PMP)	13	1	0	1	0
COS	Human Capital Administration	Interpreter (ASL)	12	1	1	1	1
COS	Human Capital Administration	Human Capital Administrator	15	0	0	1	1
COS	Human Capital Administration	Human Resources Specialist (ER/LR)	13	0	0	1	1
COS	Operations/Financial Services U	Grants Management Specialist	12	1	1	1	0
COS	Operations/Provider Relations U	Contract Administrator	12	0	0	1	1
COS	Operations/Business Services Ur	Financial Services Technician	08	0	0	1	1
COS	Operations/Medicaid Waiver Unit	Medicaid Waiver Specialist	11	1	0	1	0
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	0
COS	Operations/Provider Relations U	Contract Administrator	09	1	1	0	0
COS	Operations/Provider Relations U	Contract Administrator	12	1	1	0	1
COS	Operations/Provider Relations U	Operations Supervisor	14	1	1	0	0
COS	Office of Information & Data Management Unit	Information Technology Specialist (Prog	14	1	1	0	0
COS	Office of Information & Data Management Unit	Information Technology Specialist	09	0	1	0	0
COS	Operations Divison	Program Support Assistant	08	0	1	0	0
COS	Operations/Medicaid Waiver Unit	Health Insurance Analyst	12	1	1	0	0
COS	Support Services Unit	Support Services Assistant	07	0	1	0	0
COS	Operations/Financial Services U	Financial Analyst	13	1	1	0	0
COS	Human Capital Administration	Attorney Advisor	13	1	1	0	0
COS	Office of the Chief of Staff	Project Manager	13	1	1	0	0
COS	Operations/Business Services Ur	Requisitioner	08	1	1	0	0
COS	Operations/Business Services Ur	Business Services Technician	07	1	1	0	0
COS	Operations/Business Services Ur	Business Services Technician	07	1	1	0	1
COS	Operations/Business Services Ur	Business Services Supervisor	13	0	0	0	1
				17	**17**	**9**	**8**
QAPMA	Office of the Deputy Director	Program Support Assistant	08	1	0	1	0

QAPMA	Office of the Deputy Director	Program Specialist	09	1	0	1	1
QAPMA	Office of the Deputy Director	Project Manager	13	1	1	0	0
QAPMA	Program Accountability Unit	IRC Program Coordinator	11	1	1	0	0
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	1	1	0	0
QAPMA	Performance Management Unit	Performance Management Manager	14	1	1	0	0
QAPMA	Quality Resource Unit	Quality Resource Specialist	12	0	0	0	1
				6	**4**	**2**	**2**
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/General	Vocational Rehabilitation Specialist	11	1	0	1	0
RSA	VR Services Division/General	Program Manager	14	0	0	1	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	1	1
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	12	1	0	1	0
RSA	Intake and Outreach Unit	Benefits Specialist	12	1	1	1	1
RSA	Intake and Outreach Unit	DDS Intake and Outreach Supervisor	13	0	0	1	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Support Assistant	07	1	1	1	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	0	1	1
RSA	Office of the Deputy Director	Deputy Director of RSA	16	1	1	1	1
RSA	Office of the Deputy Director	Project Manager	13	1	1	1	1
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	0	0	0
RSA	VR Services Division/Sensory	Blind Rehabilitation Specialist	12	1	1	0	0
RSA	VR Services Division/Transition	Vocational Rehabilitation Specialist	11	1	1	0	0
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	11	0	1	0	0
RSA	Randolph Sheppard Vending Facilities Unit	Vending Facilities Program Manager	14	1	1	0	0
RSA	Intake and Outreach Unit	Program Support Assistant	06	0	1	0	0
RSA	VR Services Division/Transition	Program Manager	14	1	1	0	0
RSA	VR Services Division/Sensory	Rehabilitation Assistant	08	1	1	0	0
RSA	Office of the Deputy Director	Project Manager	13	1	1	0	0
RSA	VR Services Division/Transition	Employment Coordinator	12	1	1	0	0
RSA	VR Services Division/Transition	Supervisory Transition Specialist	13	1	1	0	0

RSA	VR Services Division/General	Supervisory Vocational Rehabilitation S	13	0	1	0	0
RSA	VR Services Division/General	Vocational Rehabilitation Program Man	15	1	0	0	1
RSA	Randolph Sheppard Vending Facilities Unit	Program Monitor	12	1	0	0	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1
RSA	VR Services Division/Transition	Transition Specialist	12	1	1	0	1
				23	**18**	**13**	**12**
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1
DDA	Service Planning and Coordination Division	Service Coordinator I (Bilingual)	11	1	1	1	1
DDA	Service Planning and Coordination Division	Service Coordinator I	11	1	1	1	1
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	1	1
DDA	Service Planning and Coordination Division	Service Coordinator (Bilingual)	11	1	0	0	0
DDA	Health and Wellness Unit	Nurse Consultant	11	1	1	0	0
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Supervisory Service Coordinator (Eligibi	13	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	SPCD Program Manager	14	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Service Planning and Coordination Division	Supervisory Service Coordinator	13	1	1	0	0
DDA	Health and Wellness Unit	Supervisory Nurse Consultant	14	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division/Intake and Eligibility Unit	Intake Service Coordinator	12	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0

DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	0
DDA	Health and Wellness Unit	Nurse Consultant	11	0	0	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
DDA	Service Planning and Coordination Division	Service Coordinator	11	1	1	0	1
				25	**24**	**4**	**9**
OOD	State Office of Policy & Planning Innovation	Policy Analyst	13	1	1	0	0
OOD	Office of the General Counsel	Attorney Advisor	13	0	0	1	0
OOD	Office of the General Counsel	Trial Attorney	13	1	1	0	0
OAFO	Office of the Agency Fiscal Officer	Grants Financial Specialist	11	1	0	1	0
OAFO	Office of the Agency Fiscal Officer	Staff Assistant	11	1	0	1	0
				4	**2**	**3**	**0**
				103	**69**	**55**	**31**

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DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)	Amount of Overtime Earned
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82	$31,174.54
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77	$22,083.65
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$17,109.62
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83	$16,554.03
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63	$12,115.51
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98	$10,190.53
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$9,990.10
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33	$9,538.77
Grant,Danielle P	Social Insurance Specialist	00030634	RSA/DDD	8000	$92,752.00	$22,909.74	$115,661.75	$8,838.72
Wilson,Shirley L	Program Support Assistant	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08	$8,633.15
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$8,554.59
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96	$8,531.22
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$7,905.00
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$7,006.85
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42	$6,648.50
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$6,618.74
Carter,Mario D	Program Support Assistant	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54	$5,774.90
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$4,743.44
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$4,703.11
Kelley,Aaron J	Supervisory Social Insurance Specialist	00005671	RSA/DDD	8000	$109,239.38	$26,982.13	$136,221.51	$4,149.00
Gillespie,Samuel D	Supervisory Social Insurance Specialist	00030635	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$2,898.76
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11	$2,230.71
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$2,108.18

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)	Amount of Overtime Earned
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82	$31,174.54
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77	$22,083.65
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$17,109.62
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83	$16,554.03
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63	$12,115.51
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98	$10,190.53
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$9,990.10
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33	$9,538.77
Grant,Danielle P	Social Insurance Specialist	00030634	RSA/DDD	8000	$92,752.00	$22,909.74	$115,661.75	$8,838.72
Wilson,Shirley L	Program Support Assistant	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08	$8,633.15
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$8,554.59
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96	$8,531.22
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$7,905.00
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$7,006.85
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42	$6,648.50
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$6,618.74
Carter,Mario D	Program Support Assistant	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54	$5,774.90
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$4,743.44
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$4,703.11
Kelley,Aaron J	Supervisory Social Insurance Specialist	00005671	RSA/DDD	8000	$109,239.38	$26,982.13	$136,221.51	$4,149.00
Gillespie,Samuel D	Supervisory Social Insurance Specialist	00030635	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$2,898.76
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11	$2,230.71
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$2,108.18

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)	Amount of Overtime Earned
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82	$5,605.55
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63	$4,569.40
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77	$4,516.96
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83	$3,339.57
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98	$3,259.61
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$2,561.54
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$2,476.67
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33	$2,321.63
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$2,301.37
Wilson,Shirley L	Program Support Assistant (OA)	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08	$2,188.29
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$2,018.88
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$1,922.91
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$1,897.37
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$1,699.06
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42	$1,530.06
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$1,340.90
Carter,Mario D	Program Support Assistant (OA)	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54	$1,079.04
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96	$834.23
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$609.50
Davis,Bradley P	Social Insurance Specialist	00014000	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$552.67
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11	$185.67
St. George,Kaitlyn K	Social Insurance Specialist (Fraud)	00070767	RSA/DDD	8000	$95,534.00	$23,596.90	$119,130.90	$137.79
Witcher,Brittney C	Social Insurance Specialist	00033103	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$54.12

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)	Amount of Overtime Earned
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82	$5,605.55
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63	$4,569.40
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77	$4,516.96
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83	$3,339.57
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98	$3,259.61
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$2,561.54
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$2,476.67
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33	$2,321.63
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$2,301.37
Wilson,Shirley L	Program Support Assistant (OA)	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08	$2,188.29
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$2,018.88
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09	$1,922.91
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11	$1,897.37
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81	$1,699.06
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42	$1,530.06
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$1,340.90
Carter,Mario D	Program Support Assistant (OA)	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54	$1,079.04
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96	$834.23
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70	$609.50
Davis,Bradley P	Social Insurance Specialist	00014000	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42	$552.67
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11	$185.67
St. George,Kaitlyn K	Social Insurance Specialist (Fraud)	00070767	RSA/DDD	8000	$95,534.00	$23,596.90	$119,130.90	$137.79
Witcher,Brittney C	Social Insurance Specialist	00033103	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85	$54.12

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33
Grant,Danielle P	Social Insurance Specialist	00030634	RSA/DDD	8000	$92,752.00	$22,909.74	$115,661.75
Wilson,Shirley L	Program Support Assistant	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Carter,Mario D	Program Support Assistant	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85
Kelley,Aaron J	Supervisory Social Insurance Specialist	00005671	RSA/DDD	8000	$109,239.38	$26,982.13	$136,221.51
Gillespie,Samuel D	Supervisory Social Insurance Specialist	00030635	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Amount of Overtime Earned
$31,174.54
$22,083.65
$17,109.62
$16,554.03
$12,115.51
$10,190.53
$9,990.10
$9,538.77
$8,838.72
$8,633.15
$8,554.59
$8,531.22
$7,905.00
$7,006.85
$6,648.50
$6,618.74
$5,774.90
$4,743.44
$4,703.11
$4,149.00
$2,898.76
$2,230.71
$2,108.18

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33
Grant,Danielle P	Social Insurance Specialist	00030634	RSA/DDD	8000	$92,752.00	$22,909.74	$115,661.75
Wilson,Shirley L	Program Support Assistant	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Carter,Mario D	Program Support Assistant	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85
Kelley,Aaron J	Supervisory Social Insurance Specialist	00005671	RSA/DDD	8000	$109,239.38	$26,982.13	$136,221.51
Gillespie,Samuel D	Supervisory Social Insurance Specialist	00030635	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2024

Amount of Overtime Earned
$31,174.54
$22,083.65
$17,109.62
$16,554.03
$12,115.51
$10,190.53
$9,990.10
$9,538.77
$8,838.72
$8,633.15
$8,554.59
$8,531.22
$7,905.00
$7,006.85
$6,648.50
$6,618.74
$5,774.90
$4,743.44
$4,703.11
$4,149.00
$2,898.76
$2,230.71
$2,108.18

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Wilson,Shirley L	Program Support Assistant (OA)	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Carter,Mario D	Program Support Assistant (OA)	00083125	RSA/DDD	8000	$56,820.00	$14,034.54	$70,854.54
Oboh,Ebosele	Social Insurance Specialist	00002535	RSA/DDD	8000	$115,680.00	$28,572.96	$144,252.96
Williams,Jarell D	Social Insurance Specialist	00008839	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
Davis,Bradley P	Social Insurance Specialist	00014000	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11
St. George,Kaitlyn K	Social Insurance Specialist (Fraud)	00070767	RSA/DDD	8000	$95,534.00	$23,596.90	$119,130.90
Witcher,Brittney C	Social Insurance Specialist	00033103	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Amount of Overtime Earned
$5,605.55
$4,569.40
$4,516.96
$3,339.57
$3,259.61
$2,561.54
$2,476.67
$2,321.63
$2,301.37
$2,188.29
$2,018.88
$1,922.91
$1,897.37
$1,699.06
$1,530.06
$1,340.90
$1,079.04
$834.23
$609.50
$552.67
$185.67
$137.79
$54.12

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Name	Job Title	Position #s	Program	Activity	Annual Salary	Fringe	Total Salary (salary+fringe)
Kenney,Ronald E	Social Insurance Specialist	00024249	RSA/DDD	8000	$118,558.00	$29,283.83	$147,841.82
Smith,Shay L	Social Insurance Specialist (Training)	00070770	RSA/DDD	8000	$101,290.00	$25,018.63	$126,308.63
McCown,Venise	Social Insurance Specialist	00006947	RSA/DDD	8000	$98,412.00	$24,307.76	$122,719.77
Gregory Tate,Tonya D	Social Insurance Specialist	00070769	RSA/DDD	8000	$94,141.00	$23,252.83	$117,393.83
Rucker,Shanelle D	Social Insurance Specialist	00030631	RSA/DDD	8000	$86,923.00	$21,469.98	$108,392.98
Williams,Violet Theresa	Program Support Assistant	00083126	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Pham,Jarrell D.	Information Technology Specialist	00030779	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Gonzalez Cofino,Roberto	Information Technology Specialist	00007340	RSA/DDD	8000	$134,139.00	$33,132.33	$167,271.33
Casey O'Neal,Rosslyn A	Social Insurance Assistant	00012666	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Wilson,Shirley L	Program Support Assistant (OA)	00083120	RSA/DDD	8000	$63,972.00	$15,801.08	$79,773.08
Allen,Rickia A	Social Insurance Specialist	00012309	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85
Dunwell,Yvonne G	Social Insurance Assistant	00083119	RSA/DDD	8000	$72,721.00	$17,962.09	$90,683.09
Materkowski,Gregory	Supervisory Social Insurance Specialist	00073434	RSA/DDD	8000	$109,626.39	$27,077.72	$136,704.11
Bullock,Tenesha A	Social Insurance Assistant	00083118	RSA/DDD	8000	$67,315.00	$16,626.81	$83,941.81
Calloway,Gretchen E	Staff Assistant	00020157	RSA/DDD	8000	$75,775.00	$18,716.42	$94,491.42
Carter,Sarah T	Social Insurance Specialist	00073435	RSA/DDD	8000	$84,517.00	$20,875.70	$105,392.70
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Davis,Bradley P	Social Insurance Specialist	00014000	RSA/DDD	8000	$82,111.00	$20,281.42	$102,392.42
Verma,Ada L	Social Insurance Specialist	00015216	RSA/DDD	8000	$96,547.00	$23,847.11	$120,394.11
St. George,Kaitlyn K	Social Insurance Specialist (Fraud)	00070767	RSA/DDD	8000	$95,534.00	$23,596.90	$119,130.90
Witcher,Brittney C	Social Insurance Specialist	00033103	RSA/DDD	8000	$77,299.00	$19,092.85	$96,391.85

DEPARTMENT ON DISABILITY SERVICES
OVERTIME REPORT FOR FISCAL YEAR 2025

Amount of Overtime Earned
$5,605.55
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$1,079.04
$834.23
$609.50
$552.67
$185.67
$137.79
$54.12

MURIEL BOWSER
MAYOR

March 21, 2022

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit, for your introduction and Council approval, a proposed resolution cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022-2025, Approval Resolution of 2022". The resolution will approve the negotiated compensation collective bargaining agreement between the District of Columbia government and Compensation Units 1 and 2.

The agreement provides for employees in Compensation Units 1 and 2, who were actively on the payroll as of October 1, 2021, to receive a one-time three and one-half percent (3.5%) bonus payment in lieu of a wage-increase for FY 2022. Thereafter, for FY 2023, effective for the first day of the first full pay period beginning on or after October 1, 2022, the salary schedules of employees employed in bargaining units as certified and assigned by the Public Employees Relations Board to Compensation Units 1 and 2, shall be adjusted by two and one-half percent (2.5%). This adjustment will be followed by a three percent (3.0%) wage increase effective for the first day of the first full pay period beginning on or after October 1, 2023 for FY 2024, and a three percent (3.0%) wage increase effective for the first day of the first full pay period beginning on or after October 1, 2024 for FY 2025.

The agreement continues and increases funding for the affordable housing purchase initiative known as the Negotiated Employee Assistance Home Purchase Program (NEAHP) via a $650,000 set aside for the duration of the agreement. The Agreement continues the initiative to subsidize the cost of monthly transit passes in the amount to fifty dollars ($50) per month for employees who use such passes to commute to and from work.

The agreement also provides a variety of other historical benefits including, health and life insurance, pension plan, differential and premium pay, annual and sick leave accrual, optical and dental benefits and pre-tax benefits as well as others.

I appreciate your attention to this important legislation that directly benefits thousands of District of Columbia employees. Please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser
Mayor

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

_____

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

_____

To approve the compensation collective bargaining agreement between the District of Columbia Government and Compensation Units 1 and 2.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022".

Sec. 2. Pursuant to section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code 1-617.17(j)), the Council of the District of Columbia approves the compensation collective bargaining agreement between the Government of the District of Columbia and Compensation Units 1 and 2, which was transmitted to the Council by the Mayor on _____.

Sec. 3. This resolution applies to employees at the following agencies and offices: the Office of Administrative Hearings; the Office of Contracting and

Procurement; the Office of Human Rights; the Alcoholic Beverage Regulation Administration; the Office of the State Superintendent of Education; the Office of Cable Television, Film, Music and Entertainment; the Child and Family Services Agency; the Homeland Security and Emergency Management Agency; the Office of Unified Communications; the Department of Behavioral Health; the Department on Disability Services; the Office of Risk Management; the Department of Youth Rehabilitation Services; the Department of Consumer and Regulatory Affairs; the Office of the Attorney General; the Department of Corrections; the Department of Employment Services; the Department of Energy and Environment; the Fire and Emergency Medical Services Department; the Office of the Chief Financial Officer; the Department of Forensic Sciences; the Department of General Services; the Department of Housing and Community Development; the Department of Health; the Department of Health Care Finance; the Department of Human Services; the Department of Insurance, Securities, and Banking; the Office of the Chief Medical Examiner; the Metropolitan Police Department; the Department of Motor Vehicles; the Office of Planning; the District of Columbia Public Library; the District of Columbia Public Schools; the Public Service Commission; the Department of Public Works; the Department of Parks and Recreation; the Department of For-Hire Vehicles; the Office of the Chief Technology Officer; the University of the District of Columbia; and the Office of Zoning.

Sec. 4. Fiscal impact statement.

The Council adopts the attached fiscal impact statement as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 5. Transmittal.

The Secretary of the Council shall transmit a copy of this resolution, upon its adoption, to the Compensation Units 1 and 2 Chief Negotiators (AFSCME District Council 20, AFGE Council 14 and NAGE) and to the Mayor.

Sec. 6. Effective date.

This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Ronan Gulstone**
Executive Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **March 1, 2022**

SUBJECT: **Legal Sufficiency Review of the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022" (AD-22-096)**

This is to Certify that **this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Acting Chief Financial Officer

MEMORANDUM

TO: **The Honorable Phil Mendelson**
Chairman, Council of the District of Columbia

FROM: **Fitzroy Lee**
Acting Chief Financial Officer

DATE: **March 18, 2022**

SUBJECT: **Fiscal Impact Statement – Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022**

REFERENCE: **Draft Resolution as provided to the Office of Revenue Analysis on March 10, 2022**

Conclusion

Funds are sufficient in fiscal year 2022 and in the proposed fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution.

The resolution will approve salary payments that will cost District agencies approximately $31.1 million in fiscal year 2022, $22.2 million in fiscal year 2023, and a total of $275 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $23.9 million in fiscal year 2022, $17.4 million in fiscal year 2023, and a total of $196.8 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments account to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Background

The resolution approves a compensation agreement between the Government of the District of Columbia and Compensation Units 1 and 2. The agreement covers approximately 12,360 employees

at multiple agencies with an average base salary of $63,813. It is in effect from October 1, 2021, through September 30, 2025. The agreement provides the following pay increases:

- In FY 2022, a one-time payment equivalent to 3.5% of an employee's annual base salary, in lieu of a wage increase;
- In FY 2023, an increase in the salary schedule of 2.5%;
- In FY 2024, an increase in the salary schedule of 3.0%; and
- In FY 2025, an increase in the salary schedule of 3.0%.

Employees will progress through the salary scale and receive step increases as described in the District Personnel Manual.

The employer will make monthly contributions of $17.50 a month per employee for a pre-paid legal plan. The prior agreement also included monthly contributions toward a pre-paid legal plan, but required the contributions only through fiscal year 2020. Contributions were not required under the prior agreement in fiscal year 2021.

The District will set aside $650,000 for the Negotiated Employee Assistance Home Purchase Program. The prior agreement required $500,000 to be set aside for this purpose.

The agreement also stipulates that local environmental pay will only be paid to employees when the employee is in an active duty status. It will not be paid when an employee is on leave or teleworking.

All other compensation terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in fiscal year 2022 and in the proposed fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution approving the collection bargaining agreement.

Increased pay and associated fringe benefits costs make up the majority of the cost of the agreement. The pay increases will cost $31.1 million in fiscal year 2022, $22.2 million in fiscal year 2023, and a total of $275.1 million through fiscal year 2026. These costs are for all employee positions, regardless of funding source. Approximately 67% of affected employee positions are funded with local funds. Remaining local funds costs include the cost of housing assistance (a one-time cost of $650,000 in fiscal year 2022) and the cost of employer contributions to a pre-paid legal plan (approximately $2.5 million a year). In total, the local cost of the agreement will be approximately $23.9 million in fiscal year 2022, $17.4 million in fiscal year 2023, and a total of $196.8 million from fiscal year 2022 through fiscal year 2026.

There is already a 1.75 percent increase incorporated into personnel costs in the financial plan. This amount is used toward the costs of the agreement. Funds are available in the Workforce Investments account to pay for the remainder. The non-local portion of the cost will be covered by federal funds, private funds, and special purpose revenue, or absorbed by the agencies.

Cost of the FY 2022 - FY 2025 Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2 (Dollars in thousands)						
	FY 2022	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**Five-Year Total**
Total Cost of Pay Increase[a]	*$31,098*	*$22,213*	*$49,534*	*$77,675*	*$94,583[e]*	*$275,103*
Local Funds Portion[b]	$20,733	$14,809	$33,024	$51,785	$63,058	$183,409
Cost of Housing Assistance	$650	$0	$0	$0	$0	$650
Cost of Legal Plan[c]	$2,553	$2,553	$2,553	$2,553	$2,553	$12,764
Total Local Cost	**$23,935**	**$17,362**	**$35,577**	**$54,338**	**$65,611**	**$196,822**
Funding Available in Financial Plan[d]	$0	($10,366)	($20,914)	($31,646)	($42,566)	($105,493)
Cost to be Covered by Workforce Investments	**$23,935**	**$6,995**	**$14,663**	**$22,692**	**$23,044**	**$91,330**

Table Notes:

a) Includes a fringe rate of 12.65%, to account for fringe benefits that increase with higher pay.

b) Approximately 67% of affected FTEs are funded with local funding.

c) The employer will contribute $17.50 per month, per employee, to a pre-paid legal plan.

d) Increases of 1.75 percent are built into the financial plan for personnel costs and can be used toward the cost of the agreement.

e) Assumes salaries increase by 1.75%

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE October 1, 2021, through September 30, 2025

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On-Call Notification Template (July 26, 2010) — Appendix 1

PREAMBLE

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

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

ARTICLE 1
WAGES

SECTION A: FISCAL YEAR 2022:

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

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

SECTION B: FISCAL YEAR 2023:

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

SECTION C: FISCAL YEAR 2024:

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

SECTION D: FISCAL YEAR 2025:

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

SECTION E: WITHIN GRADE INCREASES

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

ARTICLE 2
METRO PASS

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

ARTICLE 3
PRE-PAID LEGAL PLAN

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

ARTICLE 4
DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

ARTICLE 5
BENEFITS COMMITTEE

SECTION A:

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

SECTION B: RESPONSIBILITIES:

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

SECTION C:

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.

2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).

3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.

5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).

6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

ARTICLE 6
BENEFITS

SECTION A: LIFE INSURANCE:

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

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

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

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

SECTION B: HEALTH INSURANCE:

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

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

SECTION C: OPTICAL AND DENTAL:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE:

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

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

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

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

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

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

SECTION F: SICK LEAVE:

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

SECTION G: OTHER FORMS OF LEAVE:

1. **Military Leave**: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

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

3. **Funeral Leave:**

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

b. For the purpose of this section "immediate relative" means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

SECTION H: PRE-TAX BENEFITS:

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

(a) a "law enforcement officer" within the meaning of 5 U.S.C. §8331(20)(D); and

(b) eligible for benefits under the special retirement provision for law enforcement officers;

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

(1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.

(3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees

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

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. TIAA-CREF PLAN:

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

SECTION J: HOLIDAYS:

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

(a) New Year's Day, January 1st of each year;
(b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
(c) Washington's Birthday, the 3rd Monday in February of each year;
(d) Emancipation Day, April 16th;
(e) Memorial Day, the last Monday in May of each year;
(f) Juneteenth, June 19th
(g) Independence Day, July 4th of each year;
(h) Labor Day, the 1st Monday in September of each year;
(i) Indigenous Peoples' Day, the 2nd Monday in October of each year;
(j) Veterans Day, November 11th of each year;
(k) Thanksgiving Day, the 4th Thursday in November of each year; and
(l) Christmas Day, December 25th of each year.
(m) Inauguration Day, January 20th of each 4th year

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

ARTICLE 7
OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of an employee's 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. § 201, *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.

Compensation Units One and Two Collective Bargaining Agreement
Signed: _____, 2022

FOR THE DISTRICT OF COLUMBIA GOVERNMENT	**FOR THE UNIONS**
_____	_____
_____	_____
_____	_____

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 _____, 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 __ day of _____, 2022.

_____
Muriel Bowser
Mayor

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 9, 2022**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**2.5%**	**over FY21**	
Resolution Number:			
Date of Resolution:			

					Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872
10	$ 64,276	$ 66,337	$ 68,398	$ 70,459	$ 72,520	$ 74,581	$ 76,642	$ 78,703	$ 80,764	$ 82,825	$ 2,061
11	$ 70,593	$ 72,861	$ 75,129	$ 77,397	$ 79,665	$ 81,933	$ 84,201	$ 86,469	$ 88,737	$ 91,005	$ 2,268
12	$ 87,340	$ 90,052	$ 92,764	$ 95,476	$ 98,188	$ 100,900	$ 103,612	$ 106,324	$ 109,036	$ 111,748	$ 2,712
13	$ 100,633	$ 103,859	$ 107,085	$ 110,311	$ 113,537	$ 116,763	$ 119,989	$ 123,215	$ 126,441	$ 129,667	$ 3,226
14	$ 118,935	$ 122,746	$ 126,557	$ 130,368	$ 134,179	$ 137,990	$ 141,801	$ 145,612	$ 149,423	$ 153,234	$ 3,811

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928
10	$ 66,204	$ 68,327	$ 70,450	$ 72,573	$ 74,696	$ 76,819	$ 78,942	$ 81,065	$ 83,188	$ 85,311	$ 2,123
11	$ 72,711	$ 75,047	$ 77,383	$ 79,719	$ 82,055	$ 84,391	$ 86,727	$ 89,063	$ 91,399	$ 93,735	$ 2,336
12	$ 89,958	$ 92,752	$ 95,546	$ 98,340	$ 101,134	$ 103,928	$ 106,722	$ 109,516	$ 112,310	$ 115,104	$ 2,794
13	$ 103,651	$ 106,974	$ 110,297	$ 113,620	$ 116,943	$ 120,266	$ 123,589	$ 126,912	$ 130,235	$ 133,558	$ 3,323
14	$ 122,504	$ 126,429	$ 130,354	$ 134,279	$ 138,204	$ 142,129	$ 146,054	$ 149,979	$ 153,904	$ 157,829	$ 3,925

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 6, 2024**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

					Steps						Between
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986
10	$ 68,189	$ 70,376	$ 72,563	$ 74,750	$ 76,937	$ 79,124	$ 81,311	$ 83,498	$ 85,685	$ 87,872	$ 2,187
11	$ 74,893	$ 77,299	$ 79,705	$ 82,111	$ 84,517	$ 86,923	$ 89,329	$ 91,735	$ 94,141	$ 96,547	$ 2,406
12	$ 92,656	$ 95,534	$ 98,412	$ 101,290	$ 104,168	$ 107,046	$ 109,924	$ 112,802	$ 115,680	$ 118,558	$ 2,878
13	$ 106,763	$ 110,185	$ 113,607	$ 117,029	$ 120,451	$ 123,873	$ 127,295	$ 130,717	$ 134,139	$ 137,561	$ 3,422
14	$ 126,178	$ 130,221	$ 134,264	$ 138,307	$ 142,350	$ 146,393	$ 150,436	$ 154,479	$ 158,522	$ 162,565	$ 4,043

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 9, 2022**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	

Pay Plan/Schedule: **CS**

Peoplesoft Schedule: **DS0078**
X02

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 39,500	$ 40,877	$ 42,254	$ 43,631	$ 45,008	$ 46,385	$ 47,762	$ 49,139	$ 50,516	$ 51,893	$ 1,377
6	$ 43,772	$ 45,297	$ 46,822	$ 48,347	$ 49,872	$ 51,397	$ 52,922	$ 54,447	$ 55,972	$ 57,497	$ 1,525
7	$ 48,500	$ 50,186	$ 51,872	$ 53,558	$ 55,244	$ 56,930	$ 58,616	$ 60,302	$ 61,988	$ 63,674	$ 1,686
8	$ 53,261	$ 54,959	$ 56,657	$ 58,355	$ 60,053	$ 61,751	$ 63,449	$ 65,147	$ 66,845	$ 68,543	$ 1,698
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872
10	$ 64,276	$ 66,337	$ 68,398	$ 70,459	$ 72,520	$ 74,581	$ 76,642	$ 78,703	$ 80,764	$ 82,825	$ 2,061
11	$ 70,593	$ 72,861	$ 75,129	$ 77,397	$ 79,665	$ 81,933	$ 84,201	$ 86,469	$ 88,737	$ 91,005	$ 2,268

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0078** **X02**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 40,686	$ 42,104	$ 43,522	$ 44,940	$ 46,358	$ 47,776	$ 49,194	$ 50,612	$ 52,030	$ 53,448	$ 1,418
6	$ 45,084	$ 46,655	$ 48,226	$ 49,797	$ 51,368	$ 52,939	$ 54,510	$ 56,081	$ 57,652	$ 59,223	$ 1,571
7	$ 49,957	$ 51,693	$ 53,429	$ 55,165	$ 56,901	$ 58,637	$ 60,373	$ 62,109	$ 63,845	$ 65,581	$ 1,736
8	$ 54,859	$ 56,608	$ 58,357	$ 60,106	$ 61,855	$ 63,604	$ 65,353	$ 67,102	$ 68,851	$ 70,600	$ 1,749
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928
10	$ 66,204	$ 68,327	$ 70,450	$ 72,573	$ 74,696	$ 76,819	$ 78,942	$ 81,065	$ 83,188	$ 85,311	$ 2,123
11	$ 72,711	$ 75,047	$ 77,383	$ 79,719	$ 82,055	$ 84,391	$ 86,727	$ 89,063	$ 91,399	$ 93,735	$ 2,336

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 6, 2024**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0078** **X02**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 41,905	$ 43,366	$ 44,827	$ 46,288	$ 47,749	$ 49,210	$ 50,671	$ 52,132	$ 53,593	$ 55,054	$ 1,461
6	$ 46,437	$ 48,055	$ 49,673	$ 51,291	$ 52,909	$ 54,527	$ 56,145	$ 57,763	$ 59,381	$ 60,999	$ 1,618
7	$ 51,456	$ 53,244	$ 55,032	$ 56,820	$ 58,608	$ 60,396	$ 62,184	$ 63,972	$ 65,760	$ 67,548	$ 1,788
8	$ 56,503	$ 58,305	$ 60,107	$ 61,909	$ 63,711	$ 65,513	$ 67,315	$ 69,117	$ 70,919	$ 72,721	$ 1,802
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986
10	$ 68,189	$ 70,376	$ 72,563	$ 74,750	$ 76,937	$ 79,124	$ 81,311	$ 83,498	$ 85,685	$ 87,872	$ 2,187
11	$ 74,893	$ 77,299	$ 79,705	$ 82,111	$ 84,517	$ 86,923	$ 89,329	$ 91,735	$ 94,141	$ 96,547	$ 2,406

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2023**

Service Code Definition: ***Clerical and Administrative Support***

Effective Date: **October 9, 2022**

Series:

Union/Nonunion: **Union**

Affected CBU/Service Code(s):

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0079**
X03

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 31,961	$ 33,079	$ 34,197	$ 35,315	$ 36,433	$ 37,551	$ 38,669	$ 39,787	$ 40,905	$ 42,023	$ 1,118
3	$ 34,832	$ 36,040	$ 37,248	$ 38,456	$ 39,664	$ 40,872	$ 42,080	$ 43,288	$ 44,496	$ 45,704	$ 1,208
4	$ 36,529	$ 37,770	$ 39,011	$ 40,252	$ 41,493	$ 42,734	$ 43,975	$ 45,216	$ 46,457	$ 47,698	$ 1,241
5	$ 39,500	$ 40,877	$ 42,254	$ 43,631	$ 45,008	$ 46,385	$ 47,762	$ 49,139	$ 50,516	$ 51,893	$ 1,377
6	$ 43,772	$ 45,297	$ 46,822	$ 48,347	$ 49,872	$ 51,397	$ 52,922	$ 54,447	$ 55,972	$ 57,497	$ 1,525
7	$ 48,500	$ 50,186	$ 51,872	$ 53,558	$ 55,244	$ 56,930	$ 58,616	$ 60,302	$ 61,988	$ 63,674	$ 1,686
8	$ 53,261	$ 54,959	$ 56,657	$ 58,355	$ 60,053	$ 61,751	$ 63,449	$ 65,147	$ 66,845	$ 68,543	$ 1,698
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Clerical and Administrative Support***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0079** **X03**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 32,918	$ 34,070	$ 35,222	$ 36,374	$ 37,526	$ 38,678	$ 39,830	$ 40,982	$ 42,134	$ 43,286	$ 1,152
3	$ 35,878	$ 37,122	$ 38,366	$ 39,610	$ 40,854	$ 42,098	$ 43,342	$ 44,586	$ 45,830	$ 47,074	$ 1,244
4	$ 37,626	$ 38,904	$ 40,182	$ 41,460	$ 42,738	$ 44,016	$ 45,294	$ 46,572	$ 47,850	$ 49,128	$ 1,278
5	$ 40,686	$ 42,104	$ 43,522	$ 44,940	$ 46,358	$ 47,776	$ 49,194	$ 50,612	$ 52,030	$ 53,448	$ 1,418
6	$ 45,084	$ 46,655	$ 48,226	$ 49,797	$ 51,368	$ 52,939	$ 54,510	$ 56,081	$ 57,652	$ 59,223	$ 1,571
7	$ 49,957	$ 51,693	$ 53,429	$ 55,165	$ 56,901	$ 58,637	$ 60,373	$ 62,109	$ 63,845	$ 65,581	$ 1,736
8	$ 54,859	$ 56,608	$ 58,357	$ 60,106	$ 61,855	$ 63,604	$ 65,353	$ 67,102	$ 68,851	$ 70,600	$ 1,749
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025**

Service Code Definition: ***Clerical and Administrative Support***

Effective Date: **October 6, 2024**

Series:

Union/Nonunion: **Union**

Affected CBU/Service Code(s):

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0079**
X03

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 33,904	$ 35,091	$ 36,278	$ 37,465	$ 38,652	$ 39,839	$ 41,026	$ 42,213	$ 43,400	$ 44,587	$ 1,187
3	$ 36,952	$ 38,234	$ 39,516	$ 40,798	$ 42,080	$ 43,362	$ 44,644	$ 45,926	$ 47,208	$ 48,490	$ 1,282
4	$ 38,756	$ 40,072	$ 41,388	$ 42,704	$ 44,020	$ 45,336	$ 46,652	$ 47,968	$ 49,284	$ 50,600	$ 1,316
5	$ 41,905	$ 43,366	$ 44,827	$ 46,288	$ 47,749	$ 49,210	$ 50,671	$ 52,132	$ 53,593	$ 55,054	$ 1,461
6	$ 46,437	$ 48,055	$ 49,673	$ 51,291	$ 52,909	$ 54,527	$ 56,145	$ 57,763	$ 59,381	$ 60,999	$ 1,618
7	$ 51,456	$ 53,244	$ 55,032	$ 56,820	$ 58,608	$ 60,396	$ 62,184	$ 63,972	$ 65,760	$ 67,548	$ 1,788
8	$ 56,503	$ 58,305	$ 60,107	$ 61,909	$ 63,711	$ 65,513	$ 67,315	$ 69,117	$ 70,919	$ 72,721	$ 1,802
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2023**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 42,377	$ 43,555	$ 44,733	$ 45,911	$ 47,089	$ 48,267	$ 49,445	$ 50,623	$ 51,801	$ 52,979	$ 1,178
5	$ 48,738	$ 50,055	$ 51,372	$ 52,689	$ 54,006	$ 55,323	$ 56,640	$ 57,957	$ 59,274	$ 60,591	$ 1,317
6	$ 51,378	$ 52,847	$ 54,316	$ 55,785	$ 57,254	$ 58,723	$ 60,192	$ 61,661	$ 63,130	$ 64,599	$ 1,469
7	$ 55,450	$ 57,083	$ 58,716	$ 60,349	$ 61,982	$ 63,615	$ 65,248	$ 66,881	$ 68,514	$ 70,147	$ 1,633
8	$ 57,792	$ 59,604	$ 61,416	$ 63,228	$ 65,040	$ 66,852	$ 68,664	$ 70,476	$ 72,288	$ 74,100	$ 1,812
9	$ 61,855	$ 63,853	$ 65,851	$ 67,849	$ 69,847	$ 71,845	$ 73,843	$ 75,841	$ 77,839	$ 79,837	$ 1,998
10	$ 68,114	$ 70,316	$ 72,518	$ 74,720	$ 76,922	$ 79,124	$ 81,326	$ 83,528	$ 85,730	$ 87,932	$ 2,202
11	$ 72,453	$ 74,862	$ 77,271	$ 79,680	$ 82,089	$ 84,498	$ 86,907	$ 89,316	$ 91,725	$ 94,134	$ 2,409
12	$ 86,816	$ 89,710	$ 92,604	$ 95,498	$ 98,392	$ 101,286	$ 104,180	$ 107,074	$ 109,968	$ 112,862	$ 2,894
13	$ 103,229	$ 106,672	$ 110,115	$ 113,558	$ 117,001	$ 120,444	$ 123,887	$ 127,330	$ 130,773	$ 134,216	$ 3,443
14	$ 122,005	$ 126,068	$ 130,131	$ 134,194	$ 138,257	$ 142,320	$ 146,383	$ 150,446	$ 154,509	$ 158,572	$ 4,063

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2024**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 8, 2023**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 43,646	$ 44,860	$ 46,074	$ 47,288	$ 48,502	$ 49,716	$ 50,930	$ 52,144	$ 53,358	$ 54,572	$ 1,214
5	$ 50,202	$ 51,558	$ 52,914	$ 54,270	$ 55,626	$ 56,982	$ 58,338	$ 59,694	$ 61,050	$ 62,406	$ 1,356
6	$ 52,920	$ 54,433	$ 55,946	$ 57,459	$ 58,972	$ 60,485	$ 61,998	$ 63,511	$ 65,024	$ 66,537	$ 1,513
7	$ 57,113	$ 58,795	$ 60,477	$ 62,159	$ 63,841	$ 65,523	$ 67,205	$ 68,887	$ 70,569	$ 72,251	$ 1,682
8	$ 59,527	$ 61,393	$ 63,259	$ 65,125	$ 66,991	$ 68,857	$ 70,723	$ 72,589	$ 74,455	$ 76,321	$ 1,866
9	$ 63,710	$ 65,768	$ 67,826	$ 69,884	$ 71,942	$ 74,000	$ 76,058	$ 78,116	$ 80,174	$ 82,232	$ 2,058
10	$ 70,158	$ 72,426	$ 74,694	$ 76,962	$ 79,230	$ 81,498	$ 83,766	$ 86,034	$ 88,302	$ 90,570	$ 2,268
11	$ 74,624	$ 77,106	$ 79,588	$ 82,070	$ 84,552	$ 87,034	$ 89,516	$ 91,998	$ 94,480	$ 96,962	$ 2,482
12	$ 89,420	$ 92,401	$ 95,382	$ 98,363	$ 101,344	$ 104,325	$ 107,306	$ 110,287	$ 113,268	$ 116,249	$ 2,981
13	$ 106,327	$ 109,873	$ 113,419	$ 116,965	$ 120,511	$ 124,057	$ 127,603	$ 131,149	$ 134,695	$ 138,241	$ 3,546
14	$ 125,665	$ 129,850	$ 134,035	$ 138,220	$ 142,405	$ 146,590	$ 150,775	$ 154,960	$ 159,145	$ 163,330	$ 4,185

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2025**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 44,957	$ 46,207	$ 47,457	$ 48,707	$ 49,957	$ 51,207	$ 52,457	$ 53,707	$ 54,957	$ 56,207	$ 1,250
5	$ 51,707	$ 53,104	$ 54,501	$ 55,898	$ 57,295	$ 58,692	$ 60,089	$ 61,486	$ 62,883	$ 64,280	$ 1,397
6	$ 54,509	$ 56,067	$ 57,625	$ 59,183	$ 60,741	$ 62,299	$ 63,857	$ 65,415	$ 66,973	$ 68,531	$ 1,558
7	$ 58,828	$ 60,560	$ 62,292	$ 64,024	$ 65,756	$ 67,488	$ 69,220	$ 70,952	$ 72,684	$ 74,416	$ 1,732
8	$ 61,313	$ 63,235	$ 65,157	$ 67,079	$ 69,001	$ 70,923	$ 72,845	$ 74,767	$ 76,689	$ 78,611	$ 1,922
9	$ 65,624	$ 67,743	$ 69,862	$ 71,981	$ 74,100	$ 76,219	$ 78,338	$ 80,457	$ 82,576	$ 84,695	$ 2,119
10	$ 72,263	$ 74,599	$ 76,935	$ 79,271	$ 81,607	$ 83,943	$ 86,279	$ 88,615	$ 90,951	$ 93,287	$ 2,336
11	$ 76,861	$ 79,418	$ 81,975	$ 84,532	$ 87,089	$ 89,646	$ 92,203	$ 94,760	$ 97,317	$ 99,874	$ 2,557
12	$ 92,104	$ 95,174	$ 98,244	$ 101,314	$ 104,384	$ 107,454	$ 110,524	$ 113,594	$ 116,664	$ 119,734	$ 3,070
13	$ 109,518	$ 113,170	$ 116,822	$ 120,474	$ 124,126	$ 127,778	$ 131,430	$ 135,082	$ 138,734	$ 142,386	$ 3,652
14	$ 129,437	$ 133,747	$ 138,057	$ 142,367	$ 146,677	$ 150,987	$ 155,297	$ 159,607	$ 163,917	$ 168,227	$ 4,310

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2023** ***Service Code Definition:*** ***Social Worker & Student Trainee***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** A22

Pay Plan/Schedule: **CS** ***Series:*** 0185 Social Worker
Peoplesoft Schedule: **DS0080** 0186 Social Worker (Associate)
X05

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 57,795	$ 59,312	$ 60,829	$ 62,346	$ 63,863	$ 65,380	$ 66,897	$ 68,414	$ 69,931	$ 71,448	$ 1,517
7	$ 62,661	$ 64,350	$ 66,039	$ 67,728	$ 69,417	$ 71,106	$ 72,795	$ 74,484	$ 76,173	$ 77,862	$ 1,689
9	$ 67,949	$ 69,825	$ 71,701	$ 73,577	$ 75,453	$ 77,329	$ 79,205	$ 81,081	$ 82,957	$ 84,833	$ 1,876
11	$ 77,395	$ 79,663	$ 81,931	$ 84,199	$ 86,467	$ 88,735	$ 91,003	$ 93,271	$ 95,539	$ 97,807	$ 2,268
12	$ 87,340	$ 90,052	$ 92,764	$ 95,476	$ 98,188	$ 100,900	$ 103,612	$ 106,324	$ 109,036	$ 111,748	$ 2,712
13	$ 96,959	$ 99,966	$ 102,973	$ 105,980	$ 108,987	$ 111,994	$ 115,001	$ 118,008	$ 121,015	$ 124,022	$ 3,007

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2024**

Service Code Definition: ***Social Worker & Student Trainee***

Effective Date: **October 8, 2023**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): A22

Pay Plan/Schedule: **CS**

Peoplesoft Schedule: **DS0080**
X05

Series:
0185 Social Worker
0186 Social Worker (Associate)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 59,527	$ 61,090	$ 62,653	$ 64,216	$ 65,779	$ 67,342	$ 68,905	$ 70,468	$ 72,031	$ 73,594	$ 1,563
7	$ 64,540	$ 66,280	$ 68,020	$ 69,760	$ 71,500	$ 73,240	$ 74,980	$ 76,720	$ 78,460	$ 80,200	$ 1,740
9	$ 69,985	$ 71,918	$ 73,851	$ 75,784	$ 77,717	$ 79,650	$ 81,583	$ 83,516	$ 85,449	$ 87,382	$ 1,933
11	$ 79,717	$ 82,053	$ 84,389	$ 86,725	$ 89,061	$ 91,397	$ 93,733	$ 96,069	$ 98,405	$ 100,741	$ 2,336
12	$ 89,958	$ 92,752	$ 95,546	$ 98,340	$ 101,134	$ 103,928	$ 106,722	$ 109,516	$ 112,310	$ 115,104	$ 2,794
13	$ 99,865	$ 102,963	$ 106,061	$ 109,159	$ 112,257	$ 115,355	$ 118,453	$ 121,551	$ 124,649	$ 127,747	$ 3,098

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Social Worker & Student Trainee***
Effective Date:	**October 6, 2024**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A22
Pay Plan/Schedule:	**CS**	***Series:***	0185 Social Worker
Peoplesoft Schedule:	**DS0080** **X05**		0186 Social Worker (Associate)
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 61,312	$ 62,922	$ 64,532	$ 66,142	$ 67,752	$ 69,362	$ 70,972	$ 72,582	$ 74,192	$ 75,802	$ 1,610
7	$ 66,477	$ 68,269	$ 70,061	$ 71,853	$ 73,645	$ 75,437	$ 77,229	$ 79,021	$ 80,813	$ 82,605	$ 1,792
9	$ 72,085	$ 74,076	$ 76,067	$ 78,058	$ 80,049	$ 82,040	$ 84,031	$ 86,022	$ 88,013	$ 90,004	$ 1,991
11	$ 82,109	$ 84,515	$ 86,921	$ 89,327	$ 91,733	$ 94,139	$ 96,545	$ 98,951	$ 101,357	$ 103,763	$ 2,406
12	$ 92,656	$ 95,534	$ 98,412	$ 101,290	$ 104,168	$ 107,046	$ 109,924	$ 112,802	$ 115,680	$ 118,558	$ 2,878
13	$ 102,861	$ 106,052	$ 109,243	$ 112,434	$ 115,625	$ 118,816	$ 122,007	$ 125,198	$ 128,389	$ 131,580	$ 3,191

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Correctional Officers & EMS***
Effective Date:	**October 9, 2022**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A01. A03. A20. A21
Pay Plan/Schedule:	**CS**	***Series:***	0007 Correctional Officer
Peoplesoft Schedule:	**DS0070**		0083 Special Police Officer
	X10		0699 EMT/Paramedic
% Increase:	**2.5%** **Over FY 21**		
Resolution Number:			
Date of Resolution:			

					Steps						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 48,169	$ 49,406	$ 50,643	$ 51,880	$ 53,117	$ 54,354	$ 55,591	$ 56,828	$ 58,065	$ 59,302	$ 1,237
6	$ 51,989	$ 53,367	$ 54,745	$ 56,123	$ 57,501	$ 58,879	$ 60,257	$ 61,635	$ 63,013	$ 64,391	$ 1,378
7	$ 55,389	$ 56,950	$ 58,511	$ 60,072	$ 61,633	$ 63,194	$ 64,755	$ 66,316	$ 67,877	$ 69,438	$ 1,561
8	$ 61,069	$ 62,797	$ 64,525	$ 66,253	$ 67,981	$ 69,709	$ 71,437	$ 73,165	$ 74,893	$ 76,621	$ 1,728
9	$ 67,223	$ 69,130	$ 71,037	$ 72,944	$ 74,851	$ 76,758	$ 78,665	$ 80,572	$ 82,479	$ 84,386	$ 1,907
10	$ 73,766	$ 75,862	$ 77,958	$ 80,054	$ 82,150	$ 84,246	$ 86,342	$ 88,438	$ 90,534	$ 92,630	$ 2,096

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Correctional Officers & EMS***
Effective Date:	**October 8, 2023**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A01. A03. A20. A21
Pay Plan/Schedule:	**CS**	***Series:***	0007 Correctional Officer
Peoplesoft Schedule:	**DS0070**		0083 Special Police Officer
	X10		0699 EMT/Paramedic
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 49,611	$ 50,886	$ 52,161	$ 53,436	$ 54,711	$ 55,986	$ 57,261	$ 58,536	$ 59,811	$ 61,086	$ 1,275
6	$ 53,550	$ 54,969	$ 56,388	$ 57,807	$ 59,226	$ 60,645	$ 62,064	$ 63,483	$ 64,902	$ 66,321	$ 1,419
7	$ 57,050	$ 58,658	$ 60,266	$ 61,874	$ 63,482	$ 65,090	$ 66,698	$ 68,306	$ 69,914	$ 71,522	$ 1,608
8	$ 62,904	$ 64,683	$ 66,462	$ 68,241	$ 70,020	$ 71,799	$ 73,578	$ 75,357	$ 77,136	$ 78,915	$ 1,779
9	$ 69,237	$ 71,202	$ 73,167	$ 75,132	$ 77,097	$ 79,062	$ 81,027	$ 82,992	$ 84,957	$ 86,922	$ 1,965
10	$ 75,979	$ 78,138	$ 80,297	$ 82,456	$ 84,615	$ 86,774	$ 88,933	$ 91,092	$ 93,251	$ 95,410	$ 2,159

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025**

Service Code Definition: ***Correctional Officers & EMS***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): A01. A03. A20. A21

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0070**
X10

Series:
0007 Correctional Officer
0083 Special Police Officer
0699 EMT/Paramedic

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 51,100	$ 52,413	$ 53,726	$ 55,039	$ 56,352	$ 57,665	$ 58,978	$ 60,291	$ 61,604	$ 62,917	$ 1,313
6	$ 55,155	$ 56,617	$ 58,079	$ 59,541	$ 61,003	$ 62,465	$ 63,927	$ 65,389	$ 66,851	$ 68,313	$ 1,462
7	$ 58,762	$ 60,418	$ 62,074	$ 63,730	$ 65,386	$ 67,042	$ 68,698	$ 70,354	$ 72,010	$ 73,666	$ 1,656
8	$ 64,789	$ 66,622	$ 68,455	$ 70,288	$ 72,121	$ 73,954	$ 75,787	$ 77,620	$ 79,453	$ 81,286	$ 1,833
9	$ 71,314	$ 73,338	$ 75,362	$ 77,386	$ 79,410	$ 81,434	$ 83,458	$ 85,482	$ 87,506	$ 89,530	$ 2,024
10	$ 78,261	$ 80,484	$ 82,707	$ 84,930	$ 87,153	$ 89,376	$ 91,599	$ 93,822	$ 96,045	$ 98,268	$ 2,223

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Maintenance, Trades, & Labor***
Effective Date:	**October 9, 2022**		***L- Leader***
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	B01 Regular B02 Leader
Pay Plan/Schedule:	**RW**		
Peoplesoft Schedule:	**WS0029** **WS0034- Leaders** **X07 (Leaders previously X08)**		
% Increase:	**2.5% Over FY 21**		
Resolution Number:			
Date of Resolution:			

Grade	1	2	3	4	Step 5	6	7	8	9	10	Between Steps
02	$ 17.92	$ 18.55	$ 19.18	$ 19.81	$ 20.44	$ 21.07	$ 21.70	$ 22.33	$ 22.96	$ 23.59	$ 0.63
02L	$ 19.57	$ 20.25	$ 20.93	$ 21.61	$ 22.29	$ 22.97	$ 23.65	$ 24.33	$ 25.01	$ 25.69	$ 0.68
03	$ 19.35	$ 20.01	$ 20.67	$ 21.33	$ 21.99	$ 22.65	$ 23.31	$ 23.97	$ 24.63	$ 25.29	$ 0.66
03L	$ 21.17	$ 21.90	$ 22.63	$ 23.36	$ 24.09	$ 24.82	$ 25.55	$ 26.28	$ 27.01	$ 27.74	$ 0.73
04	$ 20.71	$ 21.43	$ 22.15	$ 22.87	$ 23.59	$ 24.31	$ 25.03	$ 25.75	$ 26.47	$ 27.19	$ 0.72
04L	$ 22.71	$ 23.49	$ 24.27	$ 25.05	$ 25.83	$ 26.61	$ 27.39	$ 28.17	$ 28.95	$ 29.73	$ 0.78
05	$ 22.19	$ 22.93	$ 23.67	$ 24.41	$ 25.15	$ 25.89	$ 26.63	$ 27.37	$ 28.11	$ 28.85	$ 0.74
05L	$ 24.12	$ 24.96	$ 25.80	$ 26.64	$ 27.48	$ 28.32	$ 29.16	$ 30.00	$ 30.84	$ 31.68	$ 0.84
06	$ 23.41	$ 24.23	$ 25.05	$ 25.87	$ 26.69	$ 27.51	$ 28.33	$ 29.15	$ 29.97	$ 30.79	$ 0.82
06L	$ 25.74	$ 26.62	$ 27.50	$ 28.38	$ 29.26	$ 30.14	$ 31.02	$ 31.90	$ 32.78	$ 33.66	$ 0.88
07	$ 24.98	$ 25.84	$ 26.70	$ 27.56	$ 28.42	$ 29.28	$ 30.14	$ 31.00	$ 31.86	$ 32.72	$ 0.86
07L	$ 27.29	$ 28.24	$ 29.19	$ 30.14	$ 31.09	$ 32.04	$ 32.99	$ 33.94	$ 34.89	$ 35.84	$ 0.95
08	$ 26.41	$ 27.31	$ 28.21	$ 29.11	$ 30.01	$ 30.91	$ 31.81	$ 32.71	$ 33.61	$ 34.51	$ 0.90
08L	$ 28.87	$ 29.89	$ 30.91	$ 31.93	$ 32.95	$ 33.97	$ 34.99	$ 36.01	$ 37.03	$ 38.05	$ 1.02
09	$ 27.70	$ 28.66	$ 29.62	$ 30.58	$ 31.54	$ 32.50	$ 33.46	$ 34.42	$ 35.38	$ 36.34	$ 0.96
09L	$ 30.41	$ 31.45	$ 32.49	$ 33.53	$ 34.57	$ 35.61	$ 36.65	$ 37.69	$ 38.73	$ 39.77	$ 1.04
10	$ 29.08	$ 30.10	$ 31.12	$ 32.14	$ 33.16	$ 34.18	$ 35.20	$ 36.22	$ 37.24	$ 38.26	$ 1.02
10L	$ 31.92	$ 33.03	$ 34.14	$ 35.25	$ 36.36	$ 37.47	$ 38.58	$ 39.69	$ 40.80	$ 41.91	$ 1.11
11	$ 30.52	$ 31.59	$ 32.66	$ 33.73	$ 34.80	$ 35.87	$ 36.94	$ 38.01	$ 39.08	$ 40.15	$ 1.07
11L	$ 33.45	$ 34.62	$ 35.79	$ 36.96	$ 38.13	$ 39.30	$ 40.47	$ 41.64	$ 42.81	$ 43.98	$ 1.17
12	$ 31.92	$ 33.03	$ 34.14	$ 35.25	$ 36.36	$ 37.47	$ 38.58	$ 39.69	$ 40.80	$ 41.91	$ 1.11
12L	$ 35.00	$ 36.20	$ 37.40	$ 38.60	$ 39.80	$ 41.00	$ 42.20	$ 43.40	$ 44.60	$ 45.80	$ 1.20
13	$ 33.31	$ 34.46	$ 35.61	$ 36.76	$ 37.91	$ 39.06	$ 40.21	$ 41.36	$ 42.51	$ 43.66	$ 1.15
13L	$ 36.36	$ 37.68	$ 39.00	$ 40.32	$ 41.64	$ 42.96	$ 44.28	$ 45.60	$ 46.92	$ 48.24	$ 1.32

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2024** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 8, 2023** ***L- Leader***

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** B01 Regular
B02 Leader

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0029**
WS0034- Leaders
X07 (Leaders previously X08)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
					Step						
02	$ 18.45	$ 19.10	$ 19.75	$ 20.40	$ 21.05	$ 21.70	$ 22.35	$ 23.00	$ 23.65	$ 24.30	$ 0.65
02L	$ 20.16	$ 20.86	$ 21.56	$ 22.26	$ 22.96	$ 23.66	$ 24.36	$ 25.06	$ 25.76	$ 26.46	$ 0.70
03	$ 19.93	$ 20.61	$ 21.29	$ 21.97	$ 22.65	$ 23.33	$ 24.01	$ 24.69	$ 25.37	$ 26.05	$ 0.68
03L	$ 21.81	$ 22.56	$ 23.31	$ 24.06	$ 24.81	$ 25.56	$ 26.31	$ 27.06	$ 27.81	$ 28.56	$ 0.75
04	$ 21.34	$ 22.08	$ 22.82	$ 23.56	$ 24.30	$ 25.04	$ 25.78	$ 26.52	$ 27.26	$ 28.00	$ 0.74
04L	$ 23.40	$ 24.20	$ 25.00	$ 25.80	$ 26.60	$ 27.40	$ 28.20	$ 29.00	$ 29.80	$ 30.60	$ 0.80
05	$ 22.86	$ 23.62	$ 24.38	$ 25.14	$ 25.90	$ 26.66	$ 27.42	$ 28.18	$ 28.94	$ 29.70	$ 0.76
05L	$ 24.86	$ 25.72	$ 26.58	$ 27.44	$ 28.30	$ 29.16	$ 30.02	$ 30.88	$ 31.74	$ 32.60	$ 0.86
06	$ 24.13	$ 24.97	$ 25.81	$ 26.65	$ 27.49	$ 28.33	$ 29.17	$ 30.01	$ 30.85	$ 31.69	$ 0.84
06L	$ 26.50	$ 27.41	$ 28.32	$ 29.23	$ 30.14	$ 31.05	$ 31.96	$ 32.87	$ 33.78	$ 34.69	$ 0.91
07	$ 25.75	$ 26.63	$ 27.51	$ 28.39	$ 29.27	$ 30.15	$ 31.03	$ 31.91	$ 32.79	$ 33.67	$ 0.88
07L	$ 28.10	$ 29.08	$ 30.06	$ 31.04	$ 32.02	$ 33.00	$ 33.98	$ 34.96	$ 35.94	$ 36.92	$ 0.98
08	$ 27.19	$ 28.12	$ 29.05	$ 29.98	$ 30.91	$ 31.84	$ 32.77	$ 33.70	$ 34.63	$ 35.56	$ 0.93
08L	$ 29.74	$ 30.79	$ 31.84	$ 32.89	$ 33.94	$ 34.99	$ 36.04	$ 37.09	$ 38.14	$ 39.19	$ 1.05
09	$ 28.53	$ 29.52	$ 30.51	$ 31.50	$ 32.49	$ 33.48	$ 34.47	$ 35.46	$ 36.45	$ 37.44	$ 0.99
09L	$ 31.33	$ 32.40	$ 33.47	$ 34.54	$ 35.61	$ 36.68	$ 37.75	$ 38.82	$ 39.89	$ 40.96	$ 1.07
10	$ 29.95	$ 31.00	$ 32.05	$ 33.10	$ 34.15	$ 35.20	$ 36.25	$ 37.30	$ 38.35	$ 39.40	$ 1.05
10L	$ 32.89	$ 34.03	$ 35.17	$ 36.31	$ 37.45	$ 38.59	$ 39.73	$ 40.87	$ 42.01	$ 43.15	$ 1.14
11	$ 31.44	$ 32.54	$ 33.64	$ 34.74	$ 35.84	$ 36.94	$ 38.04	$ 39.14	$ 40.24	$ 41.34	$ 1.10
11L	$ 34.47	$ 35.67	$ 36.87	$ 38.07	$ 39.27	$ 40.47	$ 41.67	$ 42.87	$ 44.07	$ 45.27	$ 1.20
12	$ 32.89	$ 34.03	$ 35.17	$ 36.31	$ 37.45	$ 38.59	$ 39.73	$ 40.87	$ 42.01	$ 43.15	$ 1.14
12L	$ 36.07	$ 37.30	$ 38.53	$ 39.76	$ 40.99	$ 42.22	$ 43.45	$ 44.68	$ 45.91	$ 47.14	$ 1.23
13	$ 34.29	$ 35.48	$ 36.67	$ 37.86	$ 39.05	$ 40.24	$ 41.43	$ 42.62	$ 43.81	$ 45.00	$ 1.19
13L	$ 37.45	$ 38.81	$ 40.17	$ 41.53	$ 42.89	$ 44.25	$ 45.61	$ 46.97	$ 48.33	$ 49.69	$ 1.36

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 6, 2024** ***L- Leader***

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** B01 Regular
B02 Leader

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0029**
WS0034- Leaders
X07 (Leaders previously X08)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	Step 5	6	7	8	9	10	Between Steps
02	$ 19.00	$ 19.67	$ 20.34	$ 21.01	$ 21.68	$ 22.35	$ 23.02	$ 23.69	$ 24.36	$ 25.03	$ 0.67
02L	$ 20.77	$ 21.49	$ 22.21	$ 22.93	$ 23.65	$ 24.37	$ 25.09	$ 25.81	$ 26.53	$ 27.25	$ 0.72
03	$ 20.53	$ 21.23	$ 21.93	$ 22.63	$ 23.33	$ 24.03	$ 24.73	$ 25.43	$ 26.13	$ 26.83	$ 0.70
03L	$ 22.47	$ 23.24	$ 24.01	$ 24.78	$ 25.55	$ 26.32	$ 27.09	$ 27.86	$ 28.63	$ 29.40	$ 0.77
04	$ 21.99	$ 22.75	$ 23.51	$ 24.27	$ 25.03	$ 25.79	$ 26.55	$ 27.31	$ 28.07	$ 28.83	$ 0.76
04L	$ 24.08	$ 24.91	$ 25.74	$ 26.57	$ 27.40	$ 28.23	$ 29.06	$ 29.89	$ 30.72	$ 31.55	$ 0.83
05	$ 23.52	$ 24.31	$ 25.10	$ 25.89	$ 26.68	$ 27.47	$ 28.26	$ 29.05	$ 29.84	$ 30.63	$ 0.79
05L	$ 25.59	$ 26.48	$ 27.37	$ 28.26	$ 29.15	$ 30.04	$ 30.93	$ 31.82	$ 32.71	$ 33.60	$ 0.89
06	$ 24.87	$ 25.73	$ 26.59	$ 27.45	$ 28.31	$ 29.17	$ 30.03	$ 30.89	$ 31.75	$ 32.61	$ 0.86
06L	$ 27.32	$ 28.25	$ 29.18	$ 30.11	$ 31.04	$ 31.97	$ 32.90	$ 33.83	$ 34.76	$ 35.69	$ 0.93
07	$ 26.51	$ 27.42	$ 28.33	$ 29.24	$ 30.15	$ 31.06	$ 31.97	$ 32.88	$ 33.79	$ 34.70	$ 0.91
07L	$ 28.94	$ 29.95	$ 30.96	$ 31.97	$ 32.98	$ 33.99	$ 35.00	$ 36.01	$ 37.02	$ 38.03	$ 1.01
08	$ 28.00	$ 28.96	$ 29.92	$ 30.88	$ 31.84	$ 32.80	$ 33.76	$ 34.72	$ 35.68	$ 36.64	$ 0.96
08L	$ 30.64	$ 31.72	$ 32.80	$ 33.88	$ 34.96	$ 36.04	$ 37.12	$ 38.20	$ 39.28	$ 40.36	$ 1.08
09	$ 29.42	$ 30.43	$ 31.44	$ 32.45	$ 33.46	$ 34.47	$ 35.48	$ 36.49	$ 37.50	$ 38.51	$ 1.01
09L	$ 32.28	$ 33.38	$ 34.48	$ 35.58	$ 36.68	$ 37.78	$ 38.88	$ 39.98	$ 41.08	$ 42.18	$ 1.10
10	$ 30.85	$ 31.93	$ 33.01	$ 34.09	$ 35.17	$ 36.25	$ 37.33	$ 38.41	$ 39.49	$ 40.57	$ 1.08
10L	$ 33.89	$ 35.06	$ 36.23	$ 37.40	$ 38.57	$ 39.74	$ 40.91	$ 42.08	$ 43.25	$ 44.42	$ 1.17
11	$ 32.36	$ 33.50	$ 34.64	$ 35.78	$ 36.92	$ 38.06	$ 39.20	$ 40.34	$ 41.48	$ 42.62	$ 1.14
11L	$ 35.49	$ 36.73	$ 37.97	$ 39.21	$ 40.45	$ 41.69	$ 42.93	$ 44.17	$ 45.41	$ 46.65	$ 1.24
12	$ 33.89	$ 35.06	$ 36.23	$ 37.40	$ 38.57	$ 39.74	$ 40.91	$ 42.08	$ 43.25	$ 44.42	$ 1.17
12L	$ 37.14	$ 38.41	$ 39.68	$ 40.95	$ 42.22	$ 43.49	$ 44.76	$ 46.03	$ 47.30	$ 48.57	$ 1.27
13	$ 35.34	$ 36.56	$ 37.78	$ 39.00	$ 40.22	$ 41.44	$ 42.66	$ 43.88	$ 45.10	$ 46.32	$ 1.22
13L	$ 38.58	$ 39.98	$ 41.38	$ 42.78	$ 44.18	$ 45.58	$ 46.98	$ 48.38	$ 49.78	$ 51.18	$ 1.40

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2023**	***Service Code Definition:***	
Effective Date:	**October 9, 2022**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**2.5%** **Over FY21**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 45,673	$ 46,914	$ 48,155	$ 49,396	$ 50,637	$ 51,878	$ 53,119	$ 54,360	$ 55,601	$ 56,842	$ 1,241
6	$ 50,619	$ 51,995	$ 53,371	$ 54,747	$ 56,123	$ 57,499	$ 58,875	$ 60,251	$ 61,627	$ 63,003	$ 1,376
7	$ 54,434	$ 55,974	$ 57,514	$ 59,054	$ 60,594	$ 62,134	$ 63,674	$ 65,214	$ 66,754	$ 68,294	$ 1,540
8	$ 60,051	$ 61,746	$ 63,441	$ 65,136	$ 66,831	$ 68,526	$ 70,221	$ 71,916	$ 73,611	$ 75,306	$ 1,695
9	$ 66,081	$ 67,955	$ 69,829	$ 71,703	$ 73,577	$ 75,451	$ 77,325	$ 79,199	$ 81,073	$ 82,947	$ 1,874
10	$ 72,528	$ 74,584	$ 76,640	$ 78,696	$ 80,752	$ 82,808	$ 84,864	$ 86,920	$ 88,976	$ 91,032	$ 2,056
11	$ 79,678	$ 81,941	$ 84,204	$ 86,467	$ 88,730	$ 90,993	$ 93,256	$ 95,519	$ 97,782	$ 100,045	$ 2,263
12	$ 95,473	$ 98,186	$ 100,899	$ 103,612	$ 106,325	$ 109,038	$ 111,751	$ 114,464	$ 117,177	$ 119,890	$ 2,713

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2024**	***Service Code Definition:***	***Health Care Occupations***
Effective Date:	**October 8, 2023**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**3.0%**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 47,044	$ 48,322	$ 49,600	$ 50,878	$ 52,156	$ 53,434	$ 54,712	$ 55,990	$ 57,268	$ 58,546	$ 1,278
6	$ 52,135	$ 53,553	$ 54,971	$ 56,389	$ 57,807	$ 59,225	$ 60,643	$ 62,061	$ 63,479	$ 64,897	$ 1,418
7	$ 56,068	$ 57,654	$ 59,240	$ 60,826	$ 62,412	$ 63,998	$ 65,584	$ 67,170	$ 68,756	$ 70,342	$ 1,586
8	$ 61,852	$ 63,598	$ 65,344	$ 67,090	$ 68,836	$ 70,582	$ 72,328	$ 74,074	$ 75,820	$ 77,566	$ 1,746
9	$ 68,064	$ 69,994	$ 71,924	$ 73,854	$ 75,784	$ 77,714	$ 79,644	$ 81,574	$ 83,504	$ 85,434	$ 1,930
10	$ 74,703	$ 76,821	$ 78,939	$ 81,057	$ 83,175	$ 85,293	$ 87,411	$ 89,529	$ 91,647	$ 93,765	$ 2,118
11	$ 82,068	$ 84,399	$ 86,730	$ 89,061	$ 91,392	$ 93,723	$ 96,054	$ 98,385	$ 100,716	$ 103,047	$ 2,331
12	$ 98,335	$ 101,130	$ 103,925	$ 106,720	$ 109,515	$ 112,310	$ 115,105	$ 117,900	$ 120,695	$ 123,490	$ 2,795

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2025**	***Service Code Definition:***	***Health Care Occupations***
Effective Date:	**October 6, 2024**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**3.0%**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 48,453	$ 49,770	$ 51,087	$ 52,404	$ 53,721	$ 55,038	$ 56,355	$ 57,672	$ 58,989	$ 60,306	$ 1,317
6	$ 53,701	$ 55,161	$ 56,621	$ 58,081	$ 59,541	$ 61,001	$ 62,461	$ 63,921	$ 65,381	$ 66,841	$ 1,460
7	$ 57,752	$ 59,385	$ 61,018	$ 62,651	$ 64,284	$ 65,917	$ 67,550	$ 69,183	$ 70,816	$ 72,449	$ 1,633
8	$ 63,709	$ 65,507	$ 67,305	$ 69,103	$ 70,901	$ 72,699	$ 74,497	$ 76,295	$ 78,093	$ 79,891	$ 1,798
9	$ 70,106	$ 72,094	$ 74,082	$ 76,070	$ 78,058	$ 80,046	$ 82,034	$ 84,022	$ 86,010	$ 87,998	$ 1,988
10	$ 76,946	$ 79,127	$ 81,308	$ 83,489	$ 85,670	$ 87,851	$ 90,032	$ 92,213	$ 94,394	$ 96,575	$ 2,181
11	$ 84,530	$ 86,931	$ 89,332	$ 91,733	$ 94,134	$ 96,535	$ 98,936	$ 101,337	$ 103,738	$ 106,139	$ 2,401
12	$ 101,288	$ 104,166	$ 107,044	$ 109,922	$ 112,800	$ 115,678	$ 118,556	$ 121,434	$ 124,312	$ 127,190	$ 2,878

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year: **2023** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** AKA/B01, AKB/B01, AKG/B01

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0500**

% Increase: **2.5% over FY21**

Resolution Number:

Date of Resolution:

					Steps					
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$28.39	$30.37	$31.48	$32.73	$33.92	$35.34	$36.88	$39.10	$41.82	$45.17

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Maintenance, Trades, & Labor***
Effective Date:	**October 8, 2023**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	AKA/B01, AKB/B01, AKG/B01
Pay Plan/Schedule:	**RW**		
Peoplesoft Schedule:	**WS0500**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps									
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$29.24	$31.28	$32.42	$33.71	$34.94	$36.40	$37.99	$40.27	$43.07	$46.53

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year: **2025** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** AKA/B01, AKB/B01, AKG/B01

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0500**

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps									
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$30.12	$32.22	$33.39	$34.72	$35.99	$37.49	$39.13	$41.48	$44.36	$47.93

UDC AFSCME Union Administrative Employees

FY2023
Effective Date **October 1, 2022**
Union/Non Union **Union**
Peoplesoft Plan Schedule **DS0095**
Percentage Increase **2.5% Over FY 21**

						Step				Step
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**Increment**
1A	$ 215,772								
2A	$ 158,306	$ 163,308	$ 168,310	$ 173,312	$ 178,314	$ 183,316	$ 188,318	$ 193,320	$ 5,002
2B	$ 148,221	$ 153,134	$ 158,047	$ 162,960	$ 167,873	$ 172,786	$ 177,699	$ 182,612	$ 4,913
03	$ 125,165	$ 130,082	$ 134,999	$ 139,916	$ 144,833	$ 149,750	$ 154,667	$ 159,584	$ 4,917
04	$ 110,993	$ 115,245	$ 119,497	$ 123,749	$ 128,001	$ 132,253	$ 136,505	$ 140,757	$ 4,252
05	$ 99,124	$ 102,886	$ 106,648	$ 110,410	$ 114,172	$ 117,934	$ 121,696	$ 125,458	$ 3,762
06	$ 93,243	$ 96,901	$ 100,559	$ 104,217	$ 107,875	$ 111,533	$ 115,191	$ 118,849	$ 3,658
07	$ 84,221	$ 87,476	$ 90,731	$ 93,986	$ 97,241	$ 100,496	$ 103,751	$ 107,006	$ 3,255
08	$ 76,579	$ 79,512	$ 82,445	$ 85,378	$ 88,311	$ 91,244	$ 94,177	$ 97,110	$ 2,933
09	$ 64,229	$ 66,691	$ 69,153	$ 71,615	$ 74,077	$ 76,539	$ 79,001	$ 81,463	$ 2,462
10	$ 58,288	$ 60,538	$ 62,788	$ 65,038	$ 67,288	$ 69,538	$ 71,788	$ 74,038	$ 2,250
11	$ 53,310	$ 55,308	$ 57,306	$ 59,304	$ 61,302	$ 63,300	$ 65,298	$ 67,296	$ 1,998
12	$ 48,631	$ 50,494	$ 52,357	$ 54,220	$ 56,083	$ 57,946	$ 59,809	$ 61,672	$ 1,863
13	$ 44,098	$ 45,776	$ 47,454	$ 49,132	$ 50,810	$ 52,488	$ 54,166	$ 55,844	$ 1,678
14	$ 39,762	$ 41,311	$ 42,860	$ 44,409	$ 45,958	$ 47,507	$ 49,056	$ 50,605	$ 1,549
15	$ 34,335	$ 35,625	$ 36,915	$ 38,205	$ 39,495	$ 40,785	$ 42,075	$ 43,365	$ 1,290

UDC AFSCME Union Administrative Employees

FY2024	
Effective Date	**October 1, 2023**
Union/Non Union	**Union**
Peoplesoft Plan Schedule	**DS0095**
Percentage Increase	**3.0%**

	1	2	3	Step 4	5	6	7	8	Step Increment
1A	$ 222,245								
2A	$ 163,055	$ 168,207	$ 173,359	$ 178,511	$ 183,663	$ 188,815	$ 193,967	$ 199,119	$ 5,152
2B	$ 152,669	$ 157,729	$ 162,789	$ 167,849	$ 172,909	$ 177,969	$ 183,029	$ 188,089	$ 5,060
03	$ 128,918	$ 133,983	$ 139,048	$ 144,113	$ 149,178	$ 154,243	$ 159,308	$ 164,373	$ 5,065
04	$ 114,321	$ 118,701	$ 123,081	$ 127,461	$ 131,841	$ 136,221	$ 140,601	$ 144,981	$ 4,380
05	$ 102,097	$ 105,972	$ 109,847	$ 113,722	$ 117,597	$ 121,472	$ 125,347	$ 129,222	$ 3,875
06	$ 96,043	$ 99,810	$ 103,577	$ 107,344	$ 111,111	$ 114,878	$ 118,645	$ 122,412	$ 3,767
07	$ 86,750	$ 90,102	$ 93,454	$ 96,806	$ 100,158	$ 103,510	$ 106,862	$ 110,214	$ 3,352
08	$ 78,876	$ 81,897	$ 84,918	$ 87,939	$ 90,960	$ 93,981	$ 97,002	$ 100,023	$ 3,021
09	$ 66,155	$ 68,691	$ 71,227	$ 73,763	$ 76,299	$ 78,835	$ 81,371	$ 83,907	$ 2,536
10	$ 60,035	$ 62,353	$ 64,671	$ 66,989	$ 69,307	$ 71,625	$ 73,943	$ 76,261	$ 2,318
11	$ 54,909	$ 56,967	$ 59,025	$ 61,083	$ 63,141	$ 65,199	$ 67,257	$ 69,315	$ 2,058
12	$ 50,093	$ 52,011	$ 53,929	$ 55,847	$ 57,765	$ 59,683	$ 61,601	$ 63,519	$ 1,918
13	$ 45,422	$ 47,150	$ 48,878	$ 50,606	$ 52,334	$ 54,062	$ 55,790	$ 57,518	$ 1,728
14	$ 40,953	$ 42,549	$ 44,145	$ 45,741	$ 47,337	$ 48,933	$ 50,529	$ 52,125	$ 1,596
15	$ 35,364	$ 36,693	$ 38,022	$ 39,351	$ 40,680	$ 42,009	$ 43,338	$ 44,667	$ 1,329

UDC AFSCME Union Administrative Employees

FY2025	
Effective Date	**October 1, 2024**
Union/Non Union	**Union**
Peoplesoft Plan Schedule	**DS0095**
Percentage Increase	**3.0%**

						Step				Step
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**Increment**
1A	$ 228,912								
2A	$ 167,945	$ 173,252	$ 178,559	$ 183,866	$ 189,173	$ 194,480	$ 199,787	$ 205,094	$ 5,307
2B	$ 157,248	$ 162,460	$ 167,672	$ 172,884	$ 178,096	$ 183,308	$ 188,520	$ 193,732	$ 5,212
03	$ 132,785	$ 138,002	$ 143,219	$ 148,436	$ 153,653	$ 158,870	$ 164,087	$ 169,304	$ 5,217
04	$ 117,752	$ 122,263	$ 126,774	$ 131,285	$ 135,796	$ 140,307	$ 144,818	$ 149,329	$ 4,511
05	$ 105,161	$ 109,152	$ 113,143	$ 117,134	$ 121,125	$ 125,116	$ 129,107	$ 133,098	$ 3,991
06	$ 98,924	$ 102,804	$ 106,684	$ 110,564	$ 114,444	$ 118,324	$ 122,204	$ 126,084	$ 3,880
07	$ 89,351	$ 92,804	$ 96,257	$ 99,710	$ 103,163	$ 106,616	$ 110,069	$ 113,522	$ 3,453
08	$ 81,241	$ 84,353	$ 87,465	$ 90,577	$ 93,689	$ 96,801	$ 99,913	$ 103,025	$ 3,112
09	$ 68,140	$ 70,752	$ 73,364	$ 75,976	$ 78,588	$ 81,200	$ 83,812	$ 86,424	$ 2,612
10	$ 61,838	$ 64,225	$ 66,612	$ 68,999	$ 71,386	$ 73,773	$ 76,160	$ 78,547	$ 2,387
11	$ 56,555	$ 58,675	$ 60,795	$ 62,915	$ 65,035	$ 67,155	$ 69,275	$ 71,395	$ 2,120
12	$ 51,594	$ 53,570	$ 55,546	$ 57,522	$ 59,498	$ 61,474	$ 63,450	$ 65,426	$ 1,976
13	$ 46,784	$ 48,564	$ 50,344	$ 52,124	$ 53,904	$ 55,684	$ 57,464	$ 59,244	$ 1,780
14	$ 42,181	$ 43,825	$ 45,469	$ 47,113	$ 48,757	$ 50,401	$ 52,045	$ 53,689	$ 1,644
15	$ 36,428	$ 37,796	$ 39,164	$ 40,532	$ 41,900	$ 43,268	$ 44,636	$ 46,004	$ 1,368

MURIEL BOWSER
MAYOR

March 21, 2022

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit, for your introduction and Council approval, a proposed resolution cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022-2025, Approval Resolution of 2022". The resolution will approve the negotiated compensation collective bargaining agreement between the District of Columbia government and Compensation Units 1 and 2.

The agreement provides for employees in Compensation Units 1 and 2, who were actively on the payroll as of October 1, 2021, to receive a one-time three and one-half percent (3.5%) bonus payment in lieu of a wage-increase for FY 2022. Thereafter, for FY 2023, effective for the first day of the first full pay period beginning on or after October 1, 2022, the salary schedules of employees employed in bargaining units as certified and assigned by the Public Employees Relations Board to Compensation Units 1 and 2, shall be adjusted by two and one-half percent (2.5%). This adjustment will be followed by a three percent (3.0%) wage increase effective for the first day of the first full pay period beginning on or after October 1, 2023 for FY 2024, and a three percent (3.0%) wage increase effective for the first day of the first full pay period beginning on or after October 1, 2024 for FY 2025.

The agreement continues and increases funding for the affordable housing purchase initiative known as the Negotiated Employee Assistance Home Purchase Program (NEAHP) via a $650,000 set aside for the duration of the agreement. The Agreement continues the initiative to subsidize the cost of monthly transit passes in the amount to fifty dollars ($50) per month for employees who use such passes to commute to and from work.

The agreement also provides a variety of other historical benefits including, health and life insurance, pension plan, differential and premium pay, annual and sick leave accrual, optical and dental benefits and pre-tax benefits as well as others.

I appreciate your attention to this important legislation that directly benefits thousands of District of Columbia employees. Please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser
Mayor

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

_____

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

_____

To approve the compensation collective bargaining agreement between the District of Columbia Government and Compensation Units 1 and 2.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022".

Sec. 2. Pursuant to section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code 1-617.17(j)), the Council of the District of Columbia approves the compensation collective bargaining agreement between the Government of the District of Columbia and Compensation Units 1 and 2, which was transmitted to the Council by the Mayor on _____.

Sec. 3. This resolution applies to employees at the following agencies and offices: the Office of Administrative Hearings; the Office of Contracting and

Procurement; the Office of Human Rights; the Alcoholic Beverage Regulation Administration; the Office of the State Superintendent of Education; the Office of Cable Television, Film, Music and Entertainment; the Child and Family Services Agency; the Homeland Security and Emergency Management Agency; the Office of Unified Communications; the Department of Behavioral Health; the Department on Disability Services; the Office of Risk Management; the Department of Youth Rehabilitation Services; the Department of Consumer and Regulatory Affairs; the Office of the Attorney General; the Department of Corrections; the Department of Employment Services; the Department of Energy and Environment; the Fire and Emergency Medical Services Department; the Office of the Chief Financial Officer; the Department of Forensic Sciences; the Department of General Services; the Department of Housing and Community Development; the Department of Health; the Department of Health Care Finance; the Department of Human Services; the Department of Insurance, Securities, and Banking; the Office of the Chief Medical Examiner; the Metropolitan Police Department; the Department of Motor Vehicles; the Office of Planning; the District of Columbia Public Library; the District of Columbia Public Schools; the Public Service Commission; the Department of Public Works; the Department of Parks and Recreation; the Department of For-Hire Vehicles; the Office of the Chief Technology Officer; the University of the District of Columbia; and the Office of Zoning.

Sec. 4. Fiscal impact statement.

The Council adopts the attached fiscal impact statement as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 5. Transmittal.

The Secretary of the Council shall transmit a copy of this resolution, upon its adoption, to the Compensation Units 1 and 2 Chief Negotiators (AFSCME District Council 20, AFGE Council 14 and NAGE) and to the Mayor.

Sec. 6. Effective date.

This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Ronan Gulstone**
Executive Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **March 1, 2022**

SUBJECT: **Legal Sufficiency Review of the "Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022" (AD-22-096)**

This is to Certify that **this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Acting Chief Financial Officer

MEMORANDUM

TO: **The Honorable Phil Mendelson**
Chairman, Council of the District of Columbia

FROM: **Fitzroy Lee**
Acting Chief Financial Officer

DATE: **March 18, 2022**

SUBJECT: **Fiscal Impact Statement – Compensation Collective Bargaining Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2022 - FY 2025, Approval Resolution of 2022**

REFERENCE: **Draft Resolution as provided to the Office of Revenue Analysis on March 10, 2022**

Conclusion

Funds are sufficient in fiscal year 2022 and in the proposed fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution.

The resolution will approve salary payments that will cost District agencies approximately $31.1 million in fiscal year 2022, $22.2 million in fiscal year 2023, and a total of $275 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $23.9 million in fiscal year 2022, $17.4 million in fiscal year 2023, and a total of $196.8 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments account to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Background

The resolution approves a compensation agreement between the Government of the District of Columbia and Compensation Units 1 and 2. The agreement covers approximately 12,360 employees

at multiple agencies with an average base salary of $63,813. It is in effect from October 1, 2021, through September 30, 2025. The agreement provides the following pay increases:

- In FY 2022, a one-time payment equivalent to 3.5% of an employee's annual base salary, in lieu of a wage increase;
- In FY 2023, an increase in the salary schedule of 2.5%;
- In FY 2024, an increase in the salary schedule of 3.0%; and
- In FY 2025, an increase in the salary schedule of 3.0%.

Employees will progress through the salary scale and receive step increases as described in the District Personnel Manual.

The employer will make monthly contributions of $17.50 a month per employee for a pre-paid legal plan. The prior agreement also included monthly contributions toward a pre-paid legal plan, but required the contributions only through fiscal year 2020. Contributions were not required under the prior agreement in fiscal year 2021.

The District will set aside $650,000 for the Negotiated Employee Assistance Home Purchase Program. The prior agreement required $500,000 to be set aside for this purpose.

The agreement also stipulates that local environmental pay will only be paid to employees when the employee is in an active duty status. It will not be paid when an employee is on leave or teleworking.

All other compensation terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in fiscal year 2022 and in the proposed fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution approving the collection bargaining agreement.

Increased pay and associated fringe benefits costs make up the majority of the cost of the agreement. The pay increases will cost $31.1 million in fiscal year 2022, $22.2 million in fiscal year 2023, and a total of $275.1 million through fiscal year 2026. These costs are for all employee positions, regardless of funding source. Approximately 67% of affected employee positions are funded with local funds. Remaining local funds costs include the cost of housing assistance (a one-time cost of $650,000 in fiscal year 2022) and the cost of employer contributions to a pre-paid legal plan (approximately $2.5 million a year). In total, the local cost of the agreement will be approximately $23.9 million in fiscal year 2022, $17.4 million in fiscal year 2023, and a total of $196.8 million from fiscal year 2022 through fiscal year 2026.

There is already a 1.75 percent increase incorporated into personnel costs in the financial plan. This amount is used toward the costs of the agreement. Funds are available in the Workforce Investments account to pay for the remainder. The non-local portion of the cost will be covered by federal funds, private funds, and special purpose revenue, or absorbed by the agencies.

Cost of the FY 2022 - FY 2025 Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2 (Dollars in thousands)						
	FY 2022	**FY 2023**	**FY 2024**	**FY 2025**	**FY 2026**	**Five-Year Total**
Total Cost of Pay Increase[a]	*$31,098*	*$22,213*	*$49,534*	*$77,675*	*$94,583[e]*	*$275,103*
Local Funds Portion[b]	$20,733	$14,809	$33,024	$51,785	$63,058	$183,409
Cost of Housing Assistance	$650	$0	$0	$0	$0	$650
Cost of Legal Plan[c]	$2,553	$2,553	$2,553	$2,553	$2,553	$12,764
Total Local Cost	**$23,935**	**$17,362**	**$35,577**	**$54,338**	**$65,611**	**$196,822**
Funding Available in Financial Plan[d]	$0	($10,366)	($20,914)	($31,646)	($42,566)	($105,493)
Cost to be Covered by Workforce Investments	**$23,935**	**$6,995**	**$14,663**	**$22,692**	**$23,044**	**$91,330**

Table Notes:

a) Includes a fringe rate of 12.65%, to account for fringe benefits that increase with higher pay.

b) Approximately 67% of affected FTEs are funded with local funding.

c) The employer will contribute $17.50 per month, per employee, to a pre-paid legal plan.

d) Increases of 1.75 percent are built into the financial plan for personnel costs and can be used toward the cost of the agreement.

e) Assumes salaries increase by 1.75%

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE October 1, 2021, through September 30, 2025

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On-Call Notification Template (July 26, 2010) — Appendix 1

PREAMBLE

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

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

ARTICLE 1
WAGES

SECTION A: FISCAL YEAR 2022:

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

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

SECTION B: FISCAL YEAR 2023:

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

SECTION C: FISCAL YEAR 2024:

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

SECTION D: FISCAL YEAR 2025:

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

SECTION E: WITHIN GRADE INCREASES

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

ARTICLE 2
METRO PASS

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

ARTICLE 3
PRE-PAID LEGAL PLAN

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

ARTICLE 4
DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

ARTICLE 5
BENEFITS COMMITTEE

SECTION A:

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

SECTION B: RESPONSIBILITIES:

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

SECTION C:

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.

2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).

3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.

5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).

6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

ARTICLE 6
BENEFITS

SECTION A: LIFE INSURANCE:

1. Life insurance is provided to covered employees in accordance with §1-622.01, *et seq.* of the District of Columbia Official Code (2001 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2001 Edition) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2001 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

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

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

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

SECTION B: HEALTH INSURANCE:

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2001 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

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

SECTION C: OPTICAL AND DENTAL:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE:

1. In accordance with D.C. Official Code §1-612.03 (2001 Edition), full-time employees covered by the terms of this agreement are entitled to:

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

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

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

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

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

SECTION F: SICK LEAVE:

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

SECTION G: OTHER FORMS OF LEAVE:

1. **Military Leave**: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

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

3. **Funeral Leave:**

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

b. For the purpose of this section "immediate relative" means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

SECTION H: PRE-TAX BENEFITS:

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

(a) a "law enforcement officer" within the meaning of 5 U.S.C. §8331(20)(D); and

(b) eligible for benefits under the special retirement provision for law enforcement officers;

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

(1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.

(3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

(4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee

(a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

(1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees

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

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. TIAA-CREF PLAN:

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

SECTION J: HOLIDAYS:

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

(a) New Year's Day, January 1st of each year;
(b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
(c) Washington's Birthday, the 3rd Monday in February of each year;
(d) Emancipation Day, April 16th;
(e) Memorial Day, the last Monday in May of each year;
(f) Juneteenth, June 19th
(g) Independence Day, July 4th of each year;
(h) Labor Day, the 1st Monday in September of each year;
(i) Indigenous Peoples' Day, the 2nd Monday in October of each year;
(j) Veterans Day, November 11th of each year;
(k) Thanksgiving Day, the 4th Thursday in November of each year; and
(l) Christmas Day, December 25th of each year.
(m) Inauguration Day, January 20th of each 4th year

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

ARTICLE 7
OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of an employee's 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. § 201, *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.

Compensation Units One and Two Collective Bargaining Agreement
Signed: _____, 2022

FOR THE DISTRICT OF COLUMBIA GOVERNMENT	**FOR THE UNIONS**
_____	_____
_____	_____
_____	_____

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 _____, 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 __ day of _____, 2022.

_____
Muriel Bowser
Mayor

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 9, 2022**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**2.5%**	**over FY21**	
Resolution Number:			
Date of Resolution:			

					Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872
10	$ 64,276	$ 66,337	$ 68,398	$ 70,459	$ 72,520	$ 74,581	$ 76,642	$ 78,703	$ 80,764	$ 82,825	$ 2,061
11	$ 70,593	$ 72,861	$ 75,129	$ 77,397	$ 79,665	$ 81,933	$ 84,201	$ 86,469	$ 88,737	$ 91,005	$ 2,268
12	$ 87,340	$ 90,052	$ 92,764	$ 95,476	$ 98,188	$ 100,900	$ 103,612	$ 106,324	$ 109,036	$ 111,748	$ 2,712
13	$ 100,633	$ 103,859	$ 107,085	$ 110,311	$ 113,537	$ 116,763	$ 119,989	$ 123,215	$ 126,441	$ 129,667	$ 3,226
14	$ 118,935	$ 122,746	$ 126,557	$ 130,368	$ 134,179	$ 137,990	$ 141,801	$ 145,612	$ 149,423	$ 153,234	$ 3,811

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928
10	$ 66,204	$ 68,327	$ 70,450	$ 72,573	$ 74,696	$ 76,819	$ 78,942	$ 81,065	$ 83,188	$ 85,311	$ 2,123
11	$ 72,711	$ 75,047	$ 77,383	$ 79,719	$ 82,055	$ 84,391	$ 86,727	$ 89,063	$ 91,399	$ 93,735	$ 2,336
12	$ 89,958	$ 92,752	$ 95,546	$ 98,340	$ 101,134	$ 103,928	$ 106,722	$ 109,516	$ 112,310	$ 115,104	$ 2,794
13	$ 103,651	$ 106,974	$ 110,297	$ 113,620	$ 116,943	$ 120,266	$ 123,589	$ 126,912	$ 130,235	$ 133,558	$ 3,323
14	$ 122,504	$ 126,429	$ 130,354	$ 134,279	$ 138,204	$ 142,129	$ 146,054	$ 149,979	$ 153,904	$ 157,829	$ 3,925

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Professional and Scientific***
Effective Date:	**October 6, 2024**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0077**		
	X01		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

					Steps						Between
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986
10	$ 68,189	$ 70,376	$ 72,563	$ 74,750	$ 76,937	$ 79,124	$ 81,311	$ 83,498	$ 85,685	$ 87,872	$ 2,187
11	$ 74,893	$ 77,299	$ 79,705	$ 82,111	$ 84,517	$ 86,923	$ 89,329	$ 91,735	$ 94,141	$ 96,547	$ 2,406
12	$ 92,656	$ 95,534	$ 98,412	$ 101,290	$ 104,168	$ 107,046	$ 109,924	$ 112,802	$ 115,680	$ 118,558	$ 2,878
13	$ 106,763	$ 110,185	$ 113,607	$ 117,029	$ 120,451	$ 123,873	$ 127,295	$ 130,717	$ 134,139	$ 137,561	$ 3,422
14	$ 126,178	$ 130,221	$ 134,264	$ 138,307	$ 142,350	$ 146,393	$ 150,436	$ 154,479	$ 158,522	$ 162,565	$ 4,043

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 9, 2022**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	

Pay Plan/Schedule: **CS**

Peoplesoft Schedule: **DS0078**
X02

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 39,500	$ 40,877	$ 42,254	$ 43,631	$ 45,008	$ 46,385	$ 47,762	$ 49,139	$ 50,516	$ 51,893	$ 1,377
6	$ 43,772	$ 45,297	$ 46,822	$ 48,347	$ 49,872	$ 51,397	$ 52,922	$ 54,447	$ 55,972	$ 57,497	$ 1,525
7	$ 48,500	$ 50,186	$ 51,872	$ 53,558	$ 55,244	$ 56,930	$ 58,616	$ 60,302	$ 61,988	$ 63,674	$ 1,686
8	$ 53,261	$ 54,959	$ 56,657	$ 58,355	$ 60,053	$ 61,751	$ 63,449	$ 65,147	$ 66,845	$ 68,543	$ 1,698
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872
10	$ 64,276	$ 66,337	$ 68,398	$ 70,459	$ 72,520	$ 74,581	$ 76,642	$ 78,703	$ 80,764	$ 82,825	$ 2,061
11	$ 70,593	$ 72,861	$ 75,129	$ 77,397	$ 79,665	$ 81,933	$ 84,201	$ 86,469	$ 88,737	$ 91,005	$ 2,268

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0078** **X02**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 40,686	$ 42,104	$ 43,522	$ 44,940	$ 46,358	$ 47,776	$ 49,194	$ 50,612	$ 52,030	$ 53,448	$ 1,418
6	$ 45,084	$ 46,655	$ 48,226	$ 49,797	$ 51,368	$ 52,939	$ 54,510	$ 56,081	$ 57,652	$ 59,223	$ 1,571
7	$ 49,957	$ 51,693	$ 53,429	$ 55,165	$ 56,901	$ 58,637	$ 60,373	$ 62,109	$ 63,845	$ 65,581	$ 1,736
8	$ 54,859	$ 56,608	$ 58,357	$ 60,106	$ 61,855	$ 63,604	$ 65,353	$ 67,102	$ 68,851	$ 70,600	$ 1,749
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928
10	$ 66,204	$ 68,327	$ 70,450	$ 72,573	$ 74,696	$ 76,819	$ 78,942	$ 81,065	$ 83,188	$ 85,311	$ 2,123
11	$ 72,711	$ 75,047	$ 77,383	$ 79,719	$ 82,055	$ 84,391	$ 86,727	$ 89,063	$ 91,399	$ 93,735	$ 2,336

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Technical and Paraprofessional***
Effective Date:	**October 6, 2024**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0078** **X02**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 41,905	$ 43,366	$ 44,827	$ 46,288	$ 47,749	$ 49,210	$ 50,671	$ 52,132	$ 53,593	$ 55,054	$ 1,461
6	$ 46,437	$ 48,055	$ 49,673	$ 51,291	$ 52,909	$ 54,527	$ 56,145	$ 57,763	$ 59,381	$ 60,999	$ 1,618
7	$ 51,456	$ 53,244	$ 55,032	$ 56,820	$ 58,608	$ 60,396	$ 62,184	$ 63,972	$ 65,760	$ 67,548	$ 1,788
8	$ 56,503	$ 58,305	$ 60,107	$ 61,909	$ 63,711	$ 65,513	$ 67,315	$ 69,117	$ 70,919	$ 72,721	$ 1,802
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986
10	$ 68,189	$ 70,376	$ 72,563	$ 74,750	$ 76,937	$ 79,124	$ 81,311	$ 83,498	$ 85,685	$ 87,872	$ 2,187
11	$ 74,893	$ 77,299	$ 79,705	$ 82,111	$ 84,517	$ 86,923	$ 89,329	$ 91,735	$ 94,141	$ 96,547	$ 2,406

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2023**

Service Code Definition: ***Clerical and Administrative Support***

Effective Date: **October 9, 2022**

Series:

Union/Nonunion: **Union**

Affected CBU/Service Code(s):

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0079**
X03

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 31,961	$ 33,079	$ 34,197	$ 35,315	$ 36,433	$ 37,551	$ 38,669	$ 39,787	$ 40,905	$ 42,023	$ 1,118
3	$ 34,832	$ 36,040	$ 37,248	$ 38,456	$ 39,664	$ 40,872	$ 42,080	$ 43,288	$ 44,496	$ 45,704	$ 1,208
4	$ 36,529	$ 37,770	$ 39,011	$ 40,252	$ 41,493	$ 42,734	$ 43,975	$ 45,216	$ 46,457	$ 47,698	$ 1,241
5	$ 39,500	$ 40,877	$ 42,254	$ 43,631	$ 45,008	$ 46,385	$ 47,762	$ 49,139	$ 50,516	$ 51,893	$ 1,377
6	$ 43,772	$ 45,297	$ 46,822	$ 48,347	$ 49,872	$ 51,397	$ 52,922	$ 54,447	$ 55,972	$ 57,497	$ 1,525
7	$ 48,500	$ 50,186	$ 51,872	$ 53,558	$ 55,244	$ 56,930	$ 58,616	$ 60,302	$ 61,988	$ 63,674	$ 1,686
8	$ 53,261	$ 54,959	$ 56,657	$ 58,355	$ 60,053	$ 61,751	$ 63,449	$ 65,147	$ 66,845	$ 68,543	$ 1,698
9	$ 58,590	$ 60,462	$ 62,334	$ 64,206	$ 66,078	$ 67,950	$ 69,822	$ 71,694	$ 73,566	$ 75,438	$ 1,872

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Clerical and Administrative Support***
Effective Date:	**October 8, 2023**	***Series:***	
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	
Pay Plan/Schedule:	**CS**		
Peoplesoft Schedule:	**DS0079** **X03**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 32,918	$ 34,070	$ 35,222	$ 36,374	$ 37,526	$ 38,678	$ 39,830	$ 40,982	$ 42,134	$ 43,286	$ 1,152
3	$ 35,878	$ 37,122	$ 38,366	$ 39,610	$ 40,854	$ 42,098	$ 43,342	$ 44,586	$ 45,830	$ 47,074	$ 1,244
4	$ 37,626	$ 38,904	$ 40,182	$ 41,460	$ 42,738	$ 44,016	$ 45,294	$ 46,572	$ 47,850	$ 49,128	$ 1,278
5	$ 40,686	$ 42,104	$ 43,522	$ 44,940	$ 46,358	$ 47,776	$ 49,194	$ 50,612	$ 52,030	$ 53,448	$ 1,418
6	$ 45,084	$ 46,655	$ 48,226	$ 49,797	$ 51,368	$ 52,939	$ 54,510	$ 56,081	$ 57,652	$ 59,223	$ 1,571
7	$ 49,957	$ 51,693	$ 53,429	$ 55,165	$ 56,901	$ 58,637	$ 60,373	$ 62,109	$ 63,845	$ 65,581	$ 1,736
8	$ 54,859	$ 56,608	$ 58,357	$ 60,106	$ 61,855	$ 63,604	$ 65,353	$ 67,102	$ 68,851	$ 70,600	$ 1,749
9	$ 60,348	$ 62,276	$ 64,204	$ 66,132	$ 68,060	$ 69,988	$ 71,916	$ 73,844	$ 75,772	$ 77,700	$ 1,928

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025**

Service Code Definition: ***Clerical and Administrative Support***

Effective Date: **October 6, 2024**

Series:

Union/Nonunion: **Union**

Affected CBU/Service Code(s):

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0079**
X03

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
2	$ 33,904	$ 35,091	$ 36,278	$ 37,465	$ 38,652	$ 39,839	$ 41,026	$ 42,213	$ 43,400	$ 44,587	$ 1,187
3	$ 36,952	$ 38,234	$ 39,516	$ 40,798	$ 42,080	$ 43,362	$ 44,644	$ 45,926	$ 47,208	$ 48,490	$ 1,282
4	$ 38,756	$ 40,072	$ 41,388	$ 42,704	$ 44,020	$ 45,336	$ 46,652	$ 47,968	$ 49,284	$ 50,600	$ 1,316
5	$ 41,905	$ 43,366	$ 44,827	$ 46,288	$ 47,749	$ 49,210	$ 50,671	$ 52,132	$ 53,593	$ 55,054	$ 1,461
6	$ 46,437	$ 48,055	$ 49,673	$ 51,291	$ 52,909	$ 54,527	$ 56,145	$ 57,763	$ 59,381	$ 60,999	$ 1,618
7	$ 51,456	$ 53,244	$ 55,032	$ 56,820	$ 58,608	$ 60,396	$ 62,184	$ 63,972	$ 65,760	$ 67,548	$ 1,788
8	$ 56,503	$ 58,305	$ 60,107	$ 61,909	$ 63,711	$ 65,513	$ 67,315	$ 69,117	$ 70,919	$ 72,721	$ 1,802
9	$ 62,158	$ 64,144	$ 66,130	$ 68,116	$ 70,102	$ 72,088	$ 74,074	$ 76,060	$ 78,046	$ 80,032	$ 1,986

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2023**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 42,377	$ 43,555	$ 44,733	$ 45,911	$ 47,089	$ 48,267	$ 49,445	$ 50,623	$ 51,801	$ 52,979	$ 1,178
5	$ 48,738	$ 50,055	$ 51,372	$ 52,689	$ 54,006	$ 55,323	$ 56,640	$ 57,957	$ 59,274	$ 60,591	$ 1,317
6	$ 51,378	$ 52,847	$ 54,316	$ 55,785	$ 57,254	$ 58,723	$ 60,192	$ 61,661	$ 63,130	$ 64,599	$ 1,469
7	$ 55,450	$ 57,083	$ 58,716	$ 60,349	$ 61,982	$ 63,615	$ 65,248	$ 66,881	$ 68,514	$ 70,147	$ 1,633
8	$ 57,792	$ 59,604	$ 61,416	$ 63,228	$ 65,040	$ 66,852	$ 68,664	$ 70,476	$ 72,288	$ 74,100	$ 1,812
9	$ 61,855	$ 63,853	$ 65,851	$ 67,849	$ 69,847	$ 71,845	$ 73,843	$ 75,841	$ 77,839	$ 79,837	$ 1,998
10	$ 68,114	$ 70,316	$ 72,518	$ 74,720	$ 76,922	$ 79,124	$ 81,326	$ 83,528	$ 85,730	$ 87,932	$ 2,202
11	$ 72,453	$ 74,862	$ 77,271	$ 79,680	$ 82,089	$ 84,498	$ 86,907	$ 89,316	$ 91,725	$ 94,134	$ 2,409
12	$ 86,816	$ 89,710	$ 92,604	$ 95,498	$ 98,392	$ 101,286	$ 104,180	$ 107,074	$ 109,968	$ 112,862	$ 2,894
13	$ 103,229	$ 106,672	$ 110,115	$ 113,558	$ 117,001	$ 120,444	$ 123,887	$ 127,330	$ 130,773	$ 134,216	$ 3,443
14	$ 122,005	$ 126,068	$ 130,131	$ 134,194	$ 138,257	$ 142,320	$ 146,383	$ 150,446	$ 154,509	$ 158,572	$ 4,063

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2024**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 8, 2023**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 43,646	$ 44,860	$ 46,074	$ 47,288	$ 48,502	$ 49,716	$ 50,930	$ 52,144	$ 53,358	$ 54,572	$ 1,214
5	$ 50,202	$ 51,558	$ 52,914	$ 54,270	$ 55,626	$ 56,982	$ 58,338	$ 59,694	$ 61,050	$ 62,406	$ 1,356
6	$ 52,920	$ 54,433	$ 55,946	$ 57,459	$ 58,972	$ 60,485	$ 61,998	$ 63,511	$ 65,024	$ 66,537	$ 1,513
7	$ 57,113	$ 58,795	$ 60,477	$ 62,159	$ 63,841	$ 65,523	$ 67,205	$ 68,887	$ 70,569	$ 72,251	$ 1,682
8	$ 59,527	$ 61,393	$ 63,259	$ 65,125	$ 66,991	$ 68,857	$ 70,723	$ 72,589	$ 74,455	$ 76,321	$ 1,866
9	$ 63,710	$ 65,768	$ 67,826	$ 69,884	$ 71,942	$ 74,000	$ 76,058	$ 78,116	$ 80,174	$ 82,232	$ 2,058
10	$ 70,158	$ 72,426	$ 74,694	$ 76,962	$ 79,230	$ 81,498	$ 83,766	$ 86,034	$ 88,302	$ 90,570	$ 2,268
11	$ 74,624	$ 77,106	$ 79,588	$ 82,070	$ 84,552	$ 87,034	$ 89,516	$ 91,998	$ 94,480	$ 96,962	$ 2,482
12	$ 89,420	$ 92,401	$ 95,382	$ 98,363	$ 101,344	$ 104,325	$ 107,306	$ 110,287	$ 113,268	$ 116,249	$ 2,981
13	$ 106,327	$ 109,873	$ 113,419	$ 116,965	$ 120,511	$ 124,057	$ 127,603	$ 131,149	$ 134,695	$ 138,241	$ 3,546
14	$ 125,665	$ 129,850	$ 134,035	$ 138,220	$ 142,405	$ 146,590	$ 150,775	$ 154,960	$ 159,145	$ 163,330	$ 4,185

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year: **2025**

Service Code Definition: ***Corrections and Other Occupation Groups***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union**

Job Series:

0006 Correctional Program Specialist
0081 Fire Protection Specialist
0101 Correctional Treatment Specialist
0390 Telecommunications Equipment Operator
1802 Cellblock Technician (Cellblock Only)
1811 Criminal Investigator
2151 Dispatcher (OUC Only)

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0067**
X04

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Step										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
4	$ 44,957	$ 46,207	$ 47,457	$ 48,707	$ 49,957	$ 51,207	$ 52,457	$ 53,707	$ 54,957	$ 56,207	$ 1,250
5	$ 51,707	$ 53,104	$ 54,501	$ 55,898	$ 57,295	$ 58,692	$ 60,089	$ 61,486	$ 62,883	$ 64,280	$ 1,397
6	$ 54,509	$ 56,067	$ 57,625	$ 59,183	$ 60,741	$ 62,299	$ 63,857	$ 65,415	$ 66,973	$ 68,531	$ 1,558
7	$ 58,828	$ 60,560	$ 62,292	$ 64,024	$ 65,756	$ 67,488	$ 69,220	$ 70,952	$ 72,684	$ 74,416	$ 1,732
8	$ 61,313	$ 63,235	$ 65,157	$ 67,079	$ 69,001	$ 70,923	$ 72,845	$ 74,767	$ 76,689	$ 78,611	$ 1,922
9	$ 65,624	$ 67,743	$ 69,862	$ 71,981	$ 74,100	$ 76,219	$ 78,338	$ 80,457	$ 82,576	$ 84,695	$ 2,119
10	$ 72,263	$ 74,599	$ 76,935	$ 79,271	$ 81,607	$ 83,943	$ 86,279	$ 88,615	$ 90,951	$ 93,287	$ 2,336
11	$ 76,861	$ 79,418	$ 81,975	$ 84,532	$ 87,089	$ 89,646	$ 92,203	$ 94,760	$ 97,317	$ 99,874	$ 2,557
12	$ 92,104	$ 95,174	$ 98,244	$ 101,314	$ 104,384	$ 107,454	$ 110,524	$ 113,594	$ 116,664	$ 119,734	$ 3,070
13	$ 109,518	$ 113,170	$ 116,822	$ 120,474	$ 124,126	$ 127,778	$ 131,430	$ 135,082	$ 138,734	$ 142,386	$ 3,652
14	$ 129,437	$ 133,747	$ 138,057	$ 142,367	$ 146,677	$ 150,987	$ 155,297	$ 159,607	$ 163,917	$ 168,227	$ 4,310

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2023** ***Service Code Definition:*** ***Social Worker & Student Trainee***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** A22

Pay Plan/Schedule: **CS** ***Series:*** 0185 Social Worker
Peoplesoft Schedule: **DS0080** 0186 Social Worker (Associate)
X05

% Increase: **2.5%** **Over FY 21**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 57,795	$ 59,312	$ 60,829	$ 62,346	$ 63,863	$ 65,380	$ 66,897	$ 68,414	$ 69,931	$ 71,448	$ 1,517
7	$ 62,661	$ 64,350	$ 66,039	$ 67,728	$ 69,417	$ 71,106	$ 72,795	$ 74,484	$ 76,173	$ 77,862	$ 1,689
9	$ 67,949	$ 69,825	$ 71,701	$ 73,577	$ 75,453	$ 77,329	$ 79,205	$ 81,081	$ 82,957	$ 84,833	$ 1,876
11	$ 77,395	$ 79,663	$ 81,931	$ 84,199	$ 86,467	$ 88,735	$ 91,003	$ 93,271	$ 95,539	$ 97,807	$ 2,268
12	$ 87,340	$ 90,052	$ 92,764	$ 95,476	$ 98,188	$ 100,900	$ 103,612	$ 106,324	$ 109,036	$ 111,748	$ 2,712
13	$ 96,959	$ 99,966	$ 102,973	$ 105,980	$ 108,987	$ 111,994	$ 115,001	$ 118,008	$ 121,015	$ 124,022	$ 3,007

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2024**

Service Code Definition: ***Social Worker & Student Trainee***

Effective Date: **October 8, 2023**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): A22

Pay Plan/Schedule: **CS**

Peoplesoft Schedule: **DS0080**
X05

Series:
0185 Social Worker
0186 Social Worker (Associate)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 59,527	$ 61,090	$ 62,653	$ 64,216	$ 65,779	$ 67,342	$ 68,905	$ 70,468	$ 72,031	$ 73,594	$ 1,563
7	$ 64,540	$ 66,280	$ 68,020	$ 69,760	$ 71,500	$ 73,240	$ 74,980	$ 76,720	$ 78,460	$ 80,200	$ 1,740
9	$ 69,985	$ 71,918	$ 73,851	$ 75,784	$ 77,717	$ 79,650	$ 81,583	$ 83,516	$ 85,449	$ 87,382	$ 1,933
11	$ 79,717	$ 82,053	$ 84,389	$ 86,725	$ 89,061	$ 91,397	$ 93,733	$ 96,069	$ 98,405	$ 100,741	$ 2,336
12	$ 89,958	$ 92,752	$ 95,546	$ 98,340	$ 101,134	$ 103,928	$ 106,722	$ 109,516	$ 112,310	$ 115,104	$ 2,794
13	$ 99,865	$ 102,963	$ 106,061	$ 109,159	$ 112,257	$ 115,355	$ 118,453	$ 121,551	$ 124,649	$ 127,747	$ 3,098

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2025**	***Service Code Definition:***	***Social Worker & Student Trainee***
Effective Date:	**October 6, 2024**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A22
Pay Plan/Schedule:	**CS**	***Series:***	0185 Social Worker
Peoplesoft Schedule:	**DS0080** **X05**		0186 Social Worker (Associate)
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 61,312	$ 62,922	$ 64,532	$ 66,142	$ 67,752	$ 69,362	$ 70,972	$ 72,582	$ 74,192	$ 75,802	$ 1,610
7	$ 66,477	$ 68,269	$ 70,061	$ 71,853	$ 73,645	$ 75,437	$ 77,229	$ 79,021	$ 80,813	$ 82,605	$ 1,792
9	$ 72,085	$ 74,076	$ 76,067	$ 78,058	$ 80,049	$ 82,040	$ 84,031	$ 86,022	$ 88,013	$ 90,004	$ 1,991
11	$ 82,109	$ 84,515	$ 86,921	$ 89,327	$ 91,733	$ 94,139	$ 96,545	$ 98,951	$ 101,357	$ 103,763	$ 2,406
12	$ 92,656	$ 95,534	$ 98,412	$ 101,290	$ 104,168	$ 107,046	$ 109,924	$ 112,802	$ 115,680	$ 118,558	$ 2,878
13	$ 102,861	$ 106,052	$ 109,243	$ 112,434	$ 115,625	$ 118,816	$ 122,007	$ 125,198	$ 128,389	$ 131,580	$ 3,191

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Correctional Officers & EMS***
Effective Date:	**October 9, 2022**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A01. A03. A20. A21
Pay Plan/Schedule:	**CS**	***Series:***	0007 Correctional Officer
Peoplesoft Schedule:	**DS0070**		0083 Special Police Officer
	X10		0699 EMT/Paramedic
% Increase:	**2.5%** **Over FY 21**		
Resolution Number:			
Date of Resolution:			

					Steps						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 48,169	$ 49,406	$ 50,643	$ 51,880	$ 53,117	$ 54,354	$ 55,591	$ 56,828	$ 58,065	$ 59,302	$ 1,237
6	$ 51,989	$ 53,367	$ 54,745	$ 56,123	$ 57,501	$ 58,879	$ 60,257	$ 61,635	$ 63,013	$ 64,391	$ 1,378
7	$ 55,389	$ 56,950	$ 58,511	$ 60,072	$ 61,633	$ 63,194	$ 64,755	$ 66,316	$ 67,877	$ 69,438	$ 1,561
8	$ 61,069	$ 62,797	$ 64,525	$ 66,253	$ 67,981	$ 69,709	$ 71,437	$ 73,165	$ 74,893	$ 76,621	$ 1,728
9	$ 67,223	$ 69,130	$ 71,037	$ 72,944	$ 74,851	$ 76,758	$ 78,665	$ 80,572	$ 82,479	$ 84,386	$ 1,907
10	$ 73,766	$ 75,862	$ 77,958	$ 80,054	$ 82,150	$ 84,246	$ 86,342	$ 88,438	$ 90,534	$ 92,630	$ 2,096

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Correctional Officers & EMS***
Effective Date:	**October 8, 2023**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	A01. A03. A20. A21
Pay Plan/Schedule:	**CS**	***Series:***	0007 Correctional Officer
Peoplesoft Schedule:	**DS0070**		0083 Special Police Officer
	X10		0699 EMT/Paramedic
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 49,611	$ 50,886	$ 52,161	$ 53,436	$ 54,711	$ 55,986	$ 57,261	$ 58,536	$ 59,811	$ 61,086	$ 1,275
6	$ 53,550	$ 54,969	$ 56,388	$ 57,807	$ 59,226	$ 60,645	$ 62,064	$ 63,483	$ 64,902	$ 66,321	$ 1,419
7	$ 57,050	$ 58,658	$ 60,266	$ 61,874	$ 63,482	$ 65,090	$ 66,698	$ 68,306	$ 69,914	$ 71,522	$ 1,608
8	$ 62,904	$ 64,683	$ 66,462	$ 68,241	$ 70,020	$ 71,799	$ 73,578	$ 75,357	$ 77,136	$ 78,915	$ 1,779
9	$ 69,237	$ 71,202	$ 73,167	$ 75,132	$ 77,097	$ 79,062	$ 81,027	$ 82,992	$ 84,957	$ 86,922	$ 1,965
10	$ 75,979	$ 78,138	$ 80,297	$ 82,456	$ 84,615	$ 86,774	$ 88,933	$ 91,092	$ 93,251	$ 95,410	$ 2,159

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025**

Service Code Definition: ***Correctional Officers & EMS***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): A01. A03. A20. A21

Pay Plan/Schedule: **CS**
Peoplesoft Schedule: **DS0070**
X10

Series:
0007 Correctional Officer
0083 Special Police Officer
0699 EMT/Paramedic

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
5	$ 51,100	$ 52,413	$ 53,726	$ 55,039	$ 56,352	$ 57,665	$ 58,978	$ 60,291	$ 61,604	$ 62,917	$ 1,313
6	$ 55,155	$ 56,617	$ 58,079	$ 59,541	$ 61,003	$ 62,465	$ 63,927	$ 65,389	$ 66,851	$ 68,313	$ 1,462
7	$ 58,762	$ 60,418	$ 62,074	$ 63,730	$ 65,386	$ 67,042	$ 68,698	$ 70,354	$ 72,010	$ 73,666	$ 1,656
8	$ 64,789	$ 66,622	$ 68,455	$ 70,288	$ 72,121	$ 73,954	$ 75,787	$ 77,620	$ 79,453	$ 81,286	$ 1,833
9	$ 71,314	$ 73,338	$ 75,362	$ 77,386	$ 79,410	$ 81,434	$ 83,458	$ 85,482	$ 87,506	$ 89,530	$ 2,024
10	$ 78,261	$ 80,484	$ 82,707	$ 84,930	$ 87,153	$ 89,376	$ 91,599	$ 93,822	$ 96,045	$ 98,268	$ 2,223

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year:	**2023**	***Service Code Definition:***	***Maintenance, Trades, & Labor***
Effective Date:	**October 9, 2022**		***L- Leader***
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	B01 Regular B02 Leader
Pay Plan/Schedule:	**RW**		
Peoplesoft Schedule:	**WS0029** **WS0034- Leaders** **X07 (Leaders previously X08)**		
% Increase:	**2.5% Over FY 21**		
Resolution Number:			
Date of Resolution:			

Grade	1	2	3	4	Step 5	6	7	8	9	10	Between Steps
02	$ 17.92	$ 18.55	$ 19.18	$ 19.81	$ 20.44	$ 21.07	$ 21.70	$ 22.33	$ 22.96	$ 23.59	$ 0.63
02L	$ 19.57	$ 20.25	$ 20.93	$ 21.61	$ 22.29	$ 22.97	$ 23.65	$ 24.33	$ 25.01	$ 25.69	$ 0.68
03	$ 19.35	$ 20.01	$ 20.67	$ 21.33	$ 21.99	$ 22.65	$ 23.31	$ 23.97	$ 24.63	$ 25.29	$ 0.66
03L	$ 21.17	$ 21.90	$ 22.63	$ 23.36	$ 24.09	$ 24.82	$ 25.55	$ 26.28	$ 27.01	$ 27.74	$ 0.73
04	$ 20.71	$ 21.43	$ 22.15	$ 22.87	$ 23.59	$ 24.31	$ 25.03	$ 25.75	$ 26.47	$ 27.19	$ 0.72
04L	$ 22.71	$ 23.49	$ 24.27	$ 25.05	$ 25.83	$ 26.61	$ 27.39	$ 28.17	$ 28.95	$ 29.73	$ 0.78
05	$ 22.19	$ 22.93	$ 23.67	$ 24.41	$ 25.15	$ 25.89	$ 26.63	$ 27.37	$ 28.11	$ 28.85	$ 0.74
05L	$ 24.12	$ 24.96	$ 25.80	$ 26.64	$ 27.48	$ 28.32	$ 29.16	$ 30.00	$ 30.84	$ 31.68	$ 0.84
06	$ 23.41	$ 24.23	$ 25.05	$ 25.87	$ 26.69	$ 27.51	$ 28.33	$ 29.15	$ 29.97	$ 30.79	$ 0.82
06L	$ 25.74	$ 26.62	$ 27.50	$ 28.38	$ 29.26	$ 30.14	$ 31.02	$ 31.90	$ 32.78	$ 33.66	$ 0.88
07	$ 24.98	$ 25.84	$ 26.70	$ 27.56	$ 28.42	$ 29.28	$ 30.14	$ 31.00	$ 31.86	$ 32.72	$ 0.86
07L	$ 27.29	$ 28.24	$ 29.19	$ 30.14	$ 31.09	$ 32.04	$ 32.99	$ 33.94	$ 34.89	$ 35.84	$ 0.95
08	$ 26.41	$ 27.31	$ 28.21	$ 29.11	$ 30.01	$ 30.91	$ 31.81	$ 32.71	$ 33.61	$ 34.51	$ 0.90
08L	$ 28.87	$ 29.89	$ 30.91	$ 31.93	$ 32.95	$ 33.97	$ 34.99	$ 36.01	$ 37.03	$ 38.05	$ 1.02
09	$ 27.70	$ 28.66	$ 29.62	$ 30.58	$ 31.54	$ 32.50	$ 33.46	$ 34.42	$ 35.38	$ 36.34	$ 0.96
09L	$ 30.41	$ 31.45	$ 32.49	$ 33.53	$ 34.57	$ 35.61	$ 36.65	$ 37.69	$ 38.73	$ 39.77	$ 1.04
10	$ 29.08	$ 30.10	$ 31.12	$ 32.14	$ 33.16	$ 34.18	$ 35.20	$ 36.22	$ 37.24	$ 38.26	$ 1.02
10L	$ 31.92	$ 33.03	$ 34.14	$ 35.25	$ 36.36	$ 37.47	$ 38.58	$ 39.69	$ 40.80	$ 41.91	$ 1.11
11	$ 30.52	$ 31.59	$ 32.66	$ 33.73	$ 34.80	$ 35.87	$ 36.94	$ 38.01	$ 39.08	$ 40.15	$ 1.07
11L	$ 33.45	$ 34.62	$ 35.79	$ 36.96	$ 38.13	$ 39.30	$ 40.47	$ 41.64	$ 42.81	$ 43.98	$ 1.17
12	$ 31.92	$ 33.03	$ 34.14	$ 35.25	$ 36.36	$ 37.47	$ 38.58	$ 39.69	$ 40.80	$ 41.91	$ 1.11
12L	$ 35.00	$ 36.20	$ 37.40	$ 38.60	$ 39.80	$ 41.00	$ 42.20	$ 43.40	$ 44.60	$ 45.80	$ 1.20
13	$ 33.31	$ 34.46	$ 35.61	$ 36.76	$ 37.91	$ 39.06	$ 40.21	$ 41.36	$ 42.51	$ 43.66	$ 1.15
13L	$ 36.36	$ 37.68	$ 39.00	$ 40.32	$ 41.64	$ 42.96	$ 44.28	$ 45.60	$ 46.92	$ 48.24	$ 1.32

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2024** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 8, 2023** ***L- Leader***

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** B01 Regular
B02 Leader

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0029**
WS0034- Leaders
X07 (Leaders previously X08)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Steps
					Step						
02	$ 18.45	$ 19.10	$ 19.75	$ 20.40	$ 21.05	$ 21.70	$ 22.35	$ 23.00	$ 23.65	$ 24.30	$ 0.65
02L	$ 20.16	$ 20.86	$ 21.56	$ 22.26	$ 22.96	$ 23.66	$ 24.36	$ 25.06	$ 25.76	$ 26.46	$ 0.70
03	$ 19.93	$ 20.61	$ 21.29	$ 21.97	$ 22.65	$ 23.33	$ 24.01	$ 24.69	$ 25.37	$ 26.05	$ 0.68
03L	$ 21.81	$ 22.56	$ 23.31	$ 24.06	$ 24.81	$ 25.56	$ 26.31	$ 27.06	$ 27.81	$ 28.56	$ 0.75
04	$ 21.34	$ 22.08	$ 22.82	$ 23.56	$ 24.30	$ 25.04	$ 25.78	$ 26.52	$ 27.26	$ 28.00	$ 0.74
04L	$ 23.40	$ 24.20	$ 25.00	$ 25.80	$ 26.60	$ 27.40	$ 28.20	$ 29.00	$ 29.80	$ 30.60	$ 0.80
05	$ 22.86	$ 23.62	$ 24.38	$ 25.14	$ 25.90	$ 26.66	$ 27.42	$ 28.18	$ 28.94	$ 29.70	$ 0.76
05L	$ 24.86	$ 25.72	$ 26.58	$ 27.44	$ 28.30	$ 29.16	$ 30.02	$ 30.88	$ 31.74	$ 32.60	$ 0.86
06	$ 24.13	$ 24.97	$ 25.81	$ 26.65	$ 27.49	$ 28.33	$ 29.17	$ 30.01	$ 30.85	$ 31.69	$ 0.84
06L	$ 26.50	$ 27.41	$ 28.32	$ 29.23	$ 30.14	$ 31.05	$ 31.96	$ 32.87	$ 33.78	$ 34.69	$ 0.91
07	$ 25.75	$ 26.63	$ 27.51	$ 28.39	$ 29.27	$ 30.15	$ 31.03	$ 31.91	$ 32.79	$ 33.67	$ 0.88
07L	$ 28.10	$ 29.08	$ 30.06	$ 31.04	$ 32.02	$ 33.00	$ 33.98	$ 34.96	$ 35.94	$ 36.92	$ 0.98
08	$ 27.19	$ 28.12	$ 29.05	$ 29.98	$ 30.91	$ 31.84	$ 32.77	$ 33.70	$ 34.63	$ 35.56	$ 0.93
08L	$ 29.74	$ 30.79	$ 31.84	$ 32.89	$ 33.94	$ 34.99	$ 36.04	$ 37.09	$ 38.14	$ 39.19	$ 1.05
09	$ 28.53	$ 29.52	$ 30.51	$ 31.50	$ 32.49	$ 33.48	$ 34.47	$ 35.46	$ 36.45	$ 37.44	$ 0.99
09L	$ 31.33	$ 32.40	$ 33.47	$ 34.54	$ 35.61	$ 36.68	$ 37.75	$ 38.82	$ 39.89	$ 40.96	$ 1.07
10	$ 29.95	$ 31.00	$ 32.05	$ 33.10	$ 34.15	$ 35.20	$ 36.25	$ 37.30	$ 38.35	$ 39.40	$ 1.05
10L	$ 32.89	$ 34.03	$ 35.17	$ 36.31	$ 37.45	$ 38.59	$ 39.73	$ 40.87	$ 42.01	$ 43.15	$ 1.14
11	$ 31.44	$ 32.54	$ 33.64	$ 34.74	$ 35.84	$ 36.94	$ 38.04	$ 39.14	$ 40.24	$ 41.34	$ 1.10
11L	$ 34.47	$ 35.67	$ 36.87	$ 38.07	$ 39.27	$ 40.47	$ 41.67	$ 42.87	$ 44.07	$ 45.27	$ 1.20
12	$ 32.89	$ 34.03	$ 35.17	$ 36.31	$ 37.45	$ 38.59	$ 39.73	$ 40.87	$ 42.01	$ 43.15	$ 1.14
12L	$ 36.07	$ 37.30	$ 38.53	$ 39.76	$ 40.99	$ 42.22	$ 43.45	$ 44.68	$ 45.91	$ 47.14	$ 1.23
13	$ 34.29	$ 35.48	$ 36.67	$ 37.86	$ 39.05	$ 40.24	$ 41.43	$ 42.62	$ 43.81	$ 45.00	$ 1.19
13L	$ 37.45	$ 38.81	$ 40.17	$ 41.53	$ 42.89	$ 44.25	$ 45.61	$ 46.97	$ 48.33	$ 49.69	$ 1.36

District of Columbia Government Salary Schedule: Comp Unit 1 & 2 (Union)

Fiscal Year: **2025** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 6, 2024** ***L- Leader***

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** B01 Regular
B02 Leader

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0029**
WS0034- Leaders
X07 (Leaders previously X08)

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	Step 5	6	7	8	9	10	Between Steps
02	$ 19.00	$ 19.67	$ 20.34	$ 21.01	$ 21.68	$ 22.35	$ 23.02	$ 23.69	$ 24.36	$ 25.03	$ 0.67
02L	$ 20.77	$ 21.49	$ 22.21	$ 22.93	$ 23.65	$ 24.37	$ 25.09	$ 25.81	$ 26.53	$ 27.25	$ 0.72
03	$ 20.53	$ 21.23	$ 21.93	$ 22.63	$ 23.33	$ 24.03	$ 24.73	$ 25.43	$ 26.13	$ 26.83	$ 0.70
03L	$ 22.47	$ 23.24	$ 24.01	$ 24.78	$ 25.55	$ 26.32	$ 27.09	$ 27.86	$ 28.63	$ 29.40	$ 0.77
04	$ 21.99	$ 22.75	$ 23.51	$ 24.27	$ 25.03	$ 25.79	$ 26.55	$ 27.31	$ 28.07	$ 28.83	$ 0.76
04L	$ 24.08	$ 24.91	$ 25.74	$ 26.57	$ 27.40	$ 28.23	$ 29.06	$ 29.89	$ 30.72	$ 31.55	$ 0.83
05	$ 23.52	$ 24.31	$ 25.10	$ 25.89	$ 26.68	$ 27.47	$ 28.26	$ 29.05	$ 29.84	$ 30.63	$ 0.79
05L	$ 25.59	$ 26.48	$ 27.37	$ 28.26	$ 29.15	$ 30.04	$ 30.93	$ 31.82	$ 32.71	$ 33.60	$ 0.89
06	$ 24.87	$ 25.73	$ 26.59	$ 27.45	$ 28.31	$ 29.17	$ 30.03	$ 30.89	$ 31.75	$ 32.61	$ 0.86
06L	$ 27.32	$ 28.25	$ 29.18	$ 30.11	$ 31.04	$ 31.97	$ 32.90	$ 33.83	$ 34.76	$ 35.69	$ 0.93
07	$ 26.51	$ 27.42	$ 28.33	$ 29.24	$ 30.15	$ 31.06	$ 31.97	$ 32.88	$ 33.79	$ 34.70	$ 0.91
07L	$ 28.94	$ 29.95	$ 30.96	$ 31.97	$ 32.98	$ 33.99	$ 35.00	$ 36.01	$ 37.02	$ 38.03	$ 1.01
08	$ 28.00	$ 28.96	$ 29.92	$ 30.88	$ 31.84	$ 32.80	$ 33.76	$ 34.72	$ 35.68	$ 36.64	$ 0.96
08L	$ 30.64	$ 31.72	$ 32.80	$ 33.88	$ 34.96	$ 36.04	$ 37.12	$ 38.20	$ 39.28	$ 40.36	$ 1.08
09	$ 29.42	$ 30.43	$ 31.44	$ 32.45	$ 33.46	$ 34.47	$ 35.48	$ 36.49	$ 37.50	$ 38.51	$ 1.01
09L	$ 32.28	$ 33.38	$ 34.48	$ 35.58	$ 36.68	$ 37.78	$ 38.88	$ 39.98	$ 41.08	$ 42.18	$ 1.10
10	$ 30.85	$ 31.93	$ 33.01	$ 34.09	$ 35.17	$ 36.25	$ 37.33	$ 38.41	$ 39.49	$ 40.57	$ 1.08
10L	$ 33.89	$ 35.06	$ 36.23	$ 37.40	$ 38.57	$ 39.74	$ 40.91	$ 42.08	$ 43.25	$ 44.42	$ 1.17
11	$ 32.36	$ 33.50	$ 34.64	$ 35.78	$ 36.92	$ 38.06	$ 39.20	$ 40.34	$ 41.48	$ 42.62	$ 1.14
11L	$ 35.49	$ 36.73	$ 37.97	$ 39.21	$ 40.45	$ 41.69	$ 42.93	$ 44.17	$ 45.41	$ 46.65	$ 1.24
12	$ 33.89	$ 35.06	$ 36.23	$ 37.40	$ 38.57	$ 39.74	$ 40.91	$ 42.08	$ 43.25	$ 44.42	$ 1.17
12L	$ 37.14	$ 38.41	$ 39.68	$ 40.95	$ 42.22	$ 43.49	$ 44.76	$ 46.03	$ 47.30	$ 48.57	$ 1.27
13	$ 35.34	$ 36.56	$ 37.78	$ 39.00	$ 40.22	$ 41.44	$ 42.66	$ 43.88	$ 45.10	$ 46.32	$ 1.22
13L	$ 38.58	$ 39.98	$ 41.38	$ 42.78	$ 44.18	$ 45.58	$ 46.98	$ 48.38	$ 49.78	$ 51.18	$ 1.40

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2023**	***Service Code Definition:***	
Effective Date:	**October 9, 2022**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**2.5%** **Over FY21**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 45,673	$ 46,914	$ 48,155	$ 49,396	$ 50,637	$ 51,878	$ 53,119	$ 54,360	$ 55,601	$ 56,842	$ 1,241
6	$ 50,619	$ 51,995	$ 53,371	$ 54,747	$ 56,123	$ 57,499	$ 58,875	$ 60,251	$ 61,627	$ 63,003	$ 1,376
7	$ 54,434	$ 55,974	$ 57,514	$ 59,054	$ 60,594	$ 62,134	$ 63,674	$ 65,214	$ 66,754	$ 68,294	$ 1,540
8	$ 60,051	$ 61,746	$ 63,441	$ 65,136	$ 66,831	$ 68,526	$ 70,221	$ 71,916	$ 73,611	$ 75,306	$ 1,695
9	$ 66,081	$ 67,955	$ 69,829	$ 71,703	$ 73,577	$ 75,451	$ 77,325	$ 79,199	$ 81,073	$ 82,947	$ 1,874
10	$ 72,528	$ 74,584	$ 76,640	$ 78,696	$ 80,752	$ 82,808	$ 84,864	$ 86,920	$ 88,976	$ 91,032	$ 2,056
11	$ 79,678	$ 81,941	$ 84,204	$ 86,467	$ 88,730	$ 90,993	$ 93,256	$ 95,519	$ 97,782	$ 100,045	$ 2,263
12	$ 95,473	$ 98,186	$ 100,899	$ 103,612	$ 106,325	$ 109,038	$ 111,751	$ 114,464	$ 117,177	$ 119,890	$ 2,713

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2024**	***Service Code Definition:***	***Health Care Occupations***
Effective Date:	**October 8, 2023**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**3.0%**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 47,044	$ 48,322	$ 49,600	$ 50,878	$ 52,156	$ 53,434	$ 54,712	$ 55,990	$ 57,268	$ 58,546	$ 1,278
6	$ 52,135	$ 53,553	$ 54,971	$ 56,389	$ 57,807	$ 59,225	$ 60,643	$ 62,061	$ 63,479	$ 64,897	$ 1,418
7	$ 56,068	$ 57,654	$ 59,240	$ 60,826	$ 62,412	$ 63,998	$ 65,584	$ 67,170	$ 68,756	$ 70,342	$ 1,586
8	$ 61,852	$ 63,598	$ 65,344	$ 67,090	$ 68,836	$ 70,582	$ 72,328	$ 74,074	$ 75,820	$ 77,566	$ 1,746
9	$ 68,064	$ 69,994	$ 71,924	$ 73,854	$ 75,784	$ 77,714	$ 79,644	$ 81,574	$ 83,504	$ 85,434	$ 1,930
10	$ 74,703	$ 76,821	$ 78,939	$ 81,057	$ 83,175	$ 85,293	$ 87,411	$ 89,529	$ 91,647	$ 93,765	$ 2,118
11	$ 82,068	$ 84,399	$ 86,730	$ 89,061	$ 91,392	$ 93,723	$ 96,054	$ 98,385	$ 100,716	$ 103,047	$ 2,331
12	$ 98,335	$ 101,130	$ 103,925	$ 106,720	$ 109,515	$ 112,310	$ 115,105	$ 117,900	$ 120,695	$ 123,490	$ 2,795

District of Columbia Government Salary Schedule: Comp Unit 1 & 2

Fiscal Year:	**2025**	***Service Code Definition:***	***Health Care Occupations***
Effective Date:	**October 6, 2024**	***Service Codes:***	***A15, A39***
Union/Nonunion:	**Union**	***Job Series:***	0603 Physicians Assistant
			0620 Licensed Practical Nurse
			0625 Autopsy Assistant Mortuary
Pay Plan/Schedule:	**CS**		0638 Recreation Therapist
Peoplesoft Schedule:	**DS0069**		0644 Medical Technologist
	X06		0645 Medical Technician
			0647 Diagnostic Radiolofic Technician
% Increase:	**3.0%**		0649 Medical Instrument Technician
			0681 Dental Assistant
Resolution Number:			0682 Dental Hygienist
			0688 Sanitarian
Date of Resolution:			

					Step						**Between**
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Steps**
5	$ 48,453	$ 49,770	$ 51,087	$ 52,404	$ 53,721	$ 55,038	$ 56,355	$ 57,672	$ 58,989	$ 60,306	$ 1,317
6	$ 53,701	$ 55,161	$ 56,621	$ 58,081	$ 59,541	$ 61,001	$ 62,461	$ 63,921	$ 65,381	$ 66,841	$ 1,460
7	$ 57,752	$ 59,385	$ 61,018	$ 62,651	$ 64,284	$ 65,917	$ 67,550	$ 69,183	$ 70,816	$ 72,449	$ 1,633
8	$ 63,709	$ 65,507	$ 67,305	$ 69,103	$ 70,901	$ 72,699	$ 74,497	$ 76,295	$ 78,093	$ 79,891	$ 1,798
9	$ 70,106	$ 72,094	$ 74,082	$ 76,070	$ 78,058	$ 80,046	$ 82,034	$ 84,022	$ 86,010	$ 87,998	$ 1,988
10	$ 76,946	$ 79,127	$ 81,308	$ 83,489	$ 85,670	$ 87,851	$ 90,032	$ 92,213	$ 94,394	$ 96,575	$ 2,181
11	$ 84,530	$ 86,931	$ 89,332	$ 91,733	$ 94,134	$ 96,535	$ 98,936	$ 101,337	$ 103,738	$ 106,139	$ 2,401
12	$ 101,288	$ 104,166	$ 107,044	$ 109,922	$ 112,800	$ 115,678	$ 118,556	$ 121,434	$ 124,312	$ 127,190	$ 2,878

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year: **2023** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** AKA/B01, AKB/B01, AKG/B01

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0500**

% Increase: **2.5% over FY21**

Resolution Number:

Date of Resolution:

					Steps					
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$28.39	$30.37	$31.48	$32.73	$33.92	$35.34	$36.88	$39.10	$41.82	$45.17

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year:	**2024**	***Service Code Definition:***	***Maintenance, Trades, & Labor***
Effective Date:	**October 8, 2023**		
Union/Nonunion:	**Union**	***Affected CBU/Service Code(s):***	AKA/B01, AKB/B01, AKG/B01
Pay Plan/Schedule:	**RW**		
Peoplesoft Schedule:	**WS0500**		
% Increase:	**3.0%**		
Resolution Number:			
Date of Resolution:			

	Steps									
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$29.24	$31.28	$32.42	$33.71	$34.94	$36.40	$37.99	$40.27	$43.07	$46.53

District of Columbia Government Salary Schedule:
Department of General Services Teamsters 730 Boiler Plant Operators (Union)

Fiscal Year: **2025** ***Service Code Definition:*** ***Maintenance, Trades, & Labor***

Effective Date: **October 6, 2024**

Union/Nonunion: **Union** ***Affected CBU/Service Code(s):*** AKA/B01, AKB/B01, AKG/B01

Pay Plan/Schedule: **RW**
Peoplesoft Schedule: **WS0500**

% Increase: **3.0%**

Resolution Number:

Date of Resolution:

	Steps									
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***
RW-15	$30.12	$32.22	$33.39	$34.72	$35.99	$37.49	$39.13	$41.48	$44.36	$47.93

UDC AFSCME Union Administrative Employees

FY2023
Effective Date **October 1, 2022**
Union/Non Union **Union**
Peoplesoft Plan Schedule **DS0095**
Percentage Increase **2.5% Over FY 21**

						Step				Step
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**Increment**
1A	$ 215,772								
2A	$ 158,306	$ 163,308	$ 168,310	$ 173,312	$ 178,314	$ 183,316	$ 188,318	$ 193,320	$ 5,002
2B	$ 148,221	$ 153,134	$ 158,047	$ 162,960	$ 167,873	$ 172,786	$ 177,699	$ 182,612	$ 4,913
03	$ 125,165	$ 130,082	$ 134,999	$ 139,916	$ 144,833	$ 149,750	$ 154,667	$ 159,584	$ 4,917
04	$ 110,993	$ 115,245	$ 119,497	$ 123,749	$ 128,001	$ 132,253	$ 136,505	$ 140,757	$ 4,252
05	$ 99,124	$ 102,886	$ 106,648	$ 110,410	$ 114,172	$ 117,934	$ 121,696	$ 125,458	$ 3,762
06	$ 93,243	$ 96,901	$ 100,559	$ 104,217	$ 107,875	$ 111,533	$ 115,191	$ 118,849	$ 3,658
07	$ 84,221	$ 87,476	$ 90,731	$ 93,986	$ 97,241	$ 100,496	$ 103,751	$ 107,006	$ 3,255
08	$ 76,579	$ 79,512	$ 82,445	$ 85,378	$ 88,311	$ 91,244	$ 94,177	$ 97,110	$ 2,933
09	$ 64,229	$ 66,691	$ 69,153	$ 71,615	$ 74,077	$ 76,539	$ 79,001	$ 81,463	$ 2,462
10	$ 58,288	$ 60,538	$ 62,788	$ 65,038	$ 67,288	$ 69,538	$ 71,788	$ 74,038	$ 2,250
11	$ 53,310	$ 55,308	$ 57,306	$ 59,304	$ 61,302	$ 63,300	$ 65,298	$ 67,296	$ 1,998
12	$ 48,631	$ 50,494	$ 52,357	$ 54,220	$ 56,083	$ 57,946	$ 59,809	$ 61,672	$ 1,863
13	$ 44,098	$ 45,776	$ 47,454	$ 49,132	$ 50,810	$ 52,488	$ 54,166	$ 55,844	$ 1,678
14	$ 39,762	$ 41,311	$ 42,860	$ 44,409	$ 45,958	$ 47,507	$ 49,056	$ 50,605	$ 1,549
15	$ 34,335	$ 35,625	$ 36,915	$ 38,205	$ 39,495	$ 40,785	$ 42,075	$ 43,365	$ 1,290

UDC AFSCME Union Administrative Employees

FY2024	
Effective Date	**October 1, 2023**
Union/Non Union	**Union**
Peoplesoft Plan Schedule	**DS0095**
Percentage Increase	**3.0%**

	1	2	3	Step 4	5	6	7	8	Step Increment
1A	$ 222,245								
2A	$ 163,055	$ 168,207	$ 173,359	$ 178,511	$ 183,663	$ 188,815	$ 193,967	$ 199,119	$ 5,152
2B	$ 152,669	$ 157,729	$ 162,789	$ 167,849	$ 172,909	$ 177,969	$ 183,029	$ 188,089	$ 5,060
03	$ 128,918	$ 133,983	$ 139,048	$ 144,113	$ 149,178	$ 154,243	$ 159,308	$ 164,373	$ 5,065
04	$ 114,321	$ 118,701	$ 123,081	$ 127,461	$ 131,841	$ 136,221	$ 140,601	$ 144,981	$ 4,380
05	$ 102,097	$ 105,972	$ 109,847	$ 113,722	$ 117,597	$ 121,472	$ 125,347	$ 129,222	$ 3,875
06	$ 96,043	$ 99,810	$ 103,577	$ 107,344	$ 111,111	$ 114,878	$ 118,645	$ 122,412	$ 3,767
07	$ 86,750	$ 90,102	$ 93,454	$ 96,806	$ 100,158	$ 103,510	$ 106,862	$ 110,214	$ 3,352
08	$ 78,876	$ 81,897	$ 84,918	$ 87,939	$ 90,960	$ 93,981	$ 97,002	$ 100,023	$ 3,021
09	$ 66,155	$ 68,691	$ 71,227	$ 73,763	$ 76,299	$ 78,835	$ 81,371	$ 83,907	$ 2,536
10	$ 60,035	$ 62,353	$ 64,671	$ 66,989	$ 69,307	$ 71,625	$ 73,943	$ 76,261	$ 2,318
11	$ 54,909	$ 56,967	$ 59,025	$ 61,083	$ 63,141	$ 65,199	$ 67,257	$ 69,315	$ 2,058
12	$ 50,093	$ 52,011	$ 53,929	$ 55,847	$ 57,765	$ 59,683	$ 61,601	$ 63,519	$ 1,918
13	$ 45,422	$ 47,150	$ 48,878	$ 50,606	$ 52,334	$ 54,062	$ 55,790	$ 57,518	$ 1,728
14	$ 40,953	$ 42,549	$ 44,145	$ 45,741	$ 47,337	$ 48,933	$ 50,529	$ 52,125	$ 1,596
15	$ 35,364	$ 36,693	$ 38,022	$ 39,351	$ 40,680	$ 42,009	$ 43,338	$ 44,667	$ 1,329

UDC AFSCME Union Administrative Employees

FY2025	
Effective Date	**October 1, 2024**
Union/Non Union	**Union**
Peoplesoft Plan Schedule	**DS0095**
Percentage Increase	**3.0%**

						Step				Step
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**Increment**
1A	$ 228,912								
2A	$ 167,945	$ 173,252	$ 178,559	$ 183,866	$ 189,173	$ 194,480	$ 199,787	$ 205,094	$ 5,307
2B	$ 157,248	$ 162,460	$ 167,672	$ 172,884	$ 178,096	$ 183,308	$ 188,520	$ 193,732	$ 5,212
03	$ 132,785	$ 138,002	$ 143,219	$ 148,436	$ 153,653	$ 158,870	$ 164,087	$ 169,304	$ 5,217
04	$ 117,752	$ 122,263	$ 126,774	$ 131,285	$ 135,796	$ 140,307	$ 144,818	$ 149,329	$ 4,511
05	$ 105,161	$ 109,152	$ 113,143	$ 117,134	$ 121,125	$ 125,116	$ 129,107	$ 133,098	$ 3,991
06	$ 98,924	$ 102,804	$ 106,684	$ 110,564	$ 114,444	$ 118,324	$ 122,204	$ 126,084	$ 3,880
07	$ 89,351	$ 92,804	$ 96,257	$ 99,710	$ 103,163	$ 106,616	$ 110,069	$ 113,522	$ 3,453
08	$ 81,241	$ 84,353	$ 87,465	$ 90,577	$ 93,689	$ 96,801	$ 99,913	$ 103,025	$ 3,112
09	$ 68,140	$ 70,752	$ 73,364	$ 75,976	$ 78,588	$ 81,200	$ 83,812	$ 86,424	$ 2,612
10	$ 61,838	$ 64,225	$ 66,612	$ 68,999	$ 71,386	$ 73,773	$ 76,160	$ 78,547	$ 2,387
11	$ 56,555	$ 58,675	$ 60,795	$ 62,915	$ 65,035	$ 67,155	$ 69,275	$ 71,395	$ 2,120
12	$ 51,594	$ 53,570	$ 55,546	$ 57,522	$ 59,498	$ 61,474	$ 63,450	$ 65,426	$ 1,976
13	$ 46,784	$ 48,564	$ 50,344	$ 52,124	$ 53,904	$ 55,684	$ 57,464	$ 59,244	$ 1,780
14	$ 42,181	$ 43,825	$ 45,469	$ 47,113	$ 48,757	$ 50,401	$ 52,045	$ 53,689	$ 1,644
15	$ 36,428	$ 37,796	$ 39,164	$ 40,532	$ 41,900	$ 43,268	$ 44,636	$ 46,004	$ 1,368

MURIEL BOWSER
MAYOR

December 8, 2021

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, D.C. 20004

Dear Chairman Mendelson:

I am pleased to submit to you, for introduction and consideration by the Council of the District of Columbia, a proposed resolution, cited as the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO Approval Resolution of 2021."

The proposed resolution will approve a negotiated collective bargaining agreement containing compensation terms for the District of Columbia employees in the Legal Service who are bargaining unit members of the American Federation of Government Employees, Local 1403. These employees are employed in the Office of the Attorney General and in agencies subordinate to the Mayor. The compensation terms in the agreement include:

- Two percent (2%) wage increase effective the first full pay period after October 1, 2020;
- Two percent (2% wage increase effective first full pay period after October 1, 2021; and
- Two percent (2%) wage increase effective the first full pay period after October 1, 2022.

Also, the compensation agreement includes an additional two and six-tenths percent (2.6%) wage increase effective the first full pay period after October 1, 2021, to provide pay parity with the non-union Legal Service schedule.

The compensation agreement is being submitted to the Council for review and approval pursuant to D.C. Official Code §1-617.17.

I appreciate your attention to this important legislation that directly benefits many District of Columbia employees. Please contact E. Lindsey Maxwell, Director, Office of Labor Relations and

Collective Bargaining, at (202) 724-4953, or me should you have any questions concerning this transmittal.

Sincerely,

Muriel Bowser

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated Compensation Agreement submitted by the Mayor for employees in Compensation Unit 33.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021".

Sec. 2.(a) Pursuant to section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council of the District of Columbia approves the Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO, which was transmitted to the Council by the Mayor on _____.

(b) This resolution applies to Compensation Unit 33/Series 905 bargaining unit employees employed by the Office of the Attorney General and by District agencies which are subordinate to the Mayor.

34 (c) The compensation agreement is attached to this Resolution.

35 Sec. 3. Fiscal impact statement.

36 The Council adopts the fiscal impact statement in the committee report as the fiscal

37 impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act,

38 approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

39 Sec. 4. Transmittal.

40 The Council shall transmit a copy of this resolution, upon its adoption, to American

41 Federation of Government Employees, Local 1403 and the Mayor.

42 Sec. 5. Effective date.

43 This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Ronan Gulstone**
Executive Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **October 12, 2021**

SUBJECT: **Legal Sufficiency Review of the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021" (AD-21-676)**

This is to Certify that **this Office has reviewed the above-referenced legislation and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Interim Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Fitzroy Lee** **Interim Chief Financial Officer**
DATE:	**October 28, 2021**
SUBJECT:	**Fiscal Impact Statement – Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021**
REFERENCE:	**Draft Introduction as provided to the Office of Revenue Analysis on October 12, 2021**

Conclusion
Funds are sufficient in the fiscal year 2022 through fiscal year 2025 budget and financial plan to implement the resolution. The resolution will cost about $4.3 million in fiscal year 2022 and approximately $14 million in local funds over the four-year budget and financial plan. Funds are available in the Workforce Investments agency to pay these costs.

Background
The resolution approves a compensation agreement between the Office of the Attorney General (OAG) and the American Federation of Government Employees, Local 1403, AFL-CIO, Compensation Unit 33. The compensation agreement covers approximately 350 OAG attorneys. It is in effect from October 1, 2020 through September 30, 2023.

The compensation agreement provides annual pay raises of 2.0 percent for each of fiscal years 2021 (retroactive), 2022, and 2023, and an additional fiscal year 2022 increase of 2.6 percent to account for pay parity with the Non-Union Legal Services Schedule. Employees are additionally eligible for a two percent bonus each year if they receive a rating of "excellent" or higher on their annual performance review. The retroactive pay increase and any applicable bonus apply to employees

actively on the payroll as of the approval date, as well as employees who retired in fiscal year 2021[1] or retire in fiscal year 2022 prior to approval of the agreement.

Attorneys who provide court coverage on Saturdays, Sundays or holidays will receive time-and-a-half for Saturday hours and twice their hourly rate of pay for Sunday and holiday hours.[2]

Financial Plan Impact

Funds are sufficient in the fiscal year 2022 through fiscal year 2025 budget and financial plan to implement. The resolution will cost about $4.3 million in fiscal year 2022 and approximately $14 million in local funds over the four-year budget and financial plan. Funds are available in the Workforce Investments agency to pay these costs.

The costs come from the increase in compensation for locally-funded attorneys (241 FTEs out of the 350 affected by the agreement). The compensation increase includes the 2.0 percent annual increases for fiscal years 2021 through 2023, the 2.6 percent pay parity increase, and the two percent annual performance bonus. We also estimate the impact of the pay increase on the fringe rate[3].

Projected Cost Increase for the Compensation Agreement between the District and OAG and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33)

	FY 2022	FY 2023	FY 2024	FY 2025	Four-Year Total
Salary increase[a] and bonus applicable to FY21	$1,861,000				
FY22 and FY23 salary increases[a]	$3,262,000	$4,295,000	$4,295,000	$4,295,000	$16,146,000
Performance Bonus[b]	$917,000	$935,000	$0	$0	$1,851,000
Total Gross Funds Cost Increase	$6,039,000	$5,230,000	$4,295,000	$4,295,000	$19,858,000
Local Portion Cost	**$4,256,000**	**$3,682,000**	**$3,023,000**	**$3,023,000**	**$13,985,000**

Table notes

a. Includes 12.6% fringe rate

b. 2.0 percent performance bonus, assumed to apply to all employees, during the term of the contract.

[1] Five employees retired in fiscal year 2021.
[2] The agreement caps the total amount of Saturday and holiday pay for the agency at $100,000 a year. Once OAG pays $100,000 in Saturday and holiday pay, attorneys can receive compensatory time for additional Saturdays and holidays worked.
[3] Fringe includes costs for social security and Medicare taxes as well as employee benefits

COMPENSATION AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

AND

THE OFFICE OF THE ATTORNEY GENERAL

AND

THE AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 1403,

AFL-CIO

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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PREAMBLE

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
WAGES

SECTION A – FY 2021:

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

SECTION B -- FY 2022:

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

SECTION C -- FY 2023:

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

SECTION D – Parity with Non-Union Legal Service Schedule

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

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

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

ARTICLE 2A
PAY FOR PERFORMANCE BONUSES

SECTION A – FY 2021:

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

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

SECTION B -- FY 2022:

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

SECTION C -- FY 2023:

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

ARTICLE 2B
SATURDAY, SUNDAY AND HOLIDAY PAY

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

ARTICLE 3
BENEFITS COMMITTEE

SECTION A – General:

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

SECTION B – Purpose:

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

SECTION C – Responsibilities:

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

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

Plans.

2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Chapter 6, Subchapter XXI.

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

4. Explore issues concerning the workers' compensation system that affect bargaining unit employees consistent with D.C. Official Code, Chapter 6, Subchapter XXIII (Public Sector Workers' Compensation).

5. DCHR shall notify the Committee by email after the award to providers but prior to implementation of any significant alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on bargaining unit employees.

SECTION D – Maintenance of Benefits:

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

SECTION E – Additional Benefits:

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

ARTICLE 4
BENEFITS

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

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

SECTION A -- Life Insurance:

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

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

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

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

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

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

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

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

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

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

SECTION B -- Health Insurance:

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

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

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

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

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

SECTION C – Optical and Dental:

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

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

SECTION D – Short and Long Term Disability:

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

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

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

SECTION E – Indemnity Benefits:

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

SECTION F -- Annual Leave:

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

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

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

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

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

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

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

SECTION G – Sick Leave:

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

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

3. An employee may use sick leave to:

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

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

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

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

(e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking,

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

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

SECTION H – Other Forms of Leave:

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

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

3. Funeral Leave:

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

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

5. Back-to-School Leave – Subject to the discretion of an individual's manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee's leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee's individual manager shall make every effort to grant requests for excused

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

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

SECTION I -- Pre-Tax Benefits:

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

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

SECTION J – Retirement:

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

(a) Age 55 and 30 years of service;

(b) Age 60 and 20 years of service;

(c) Age 62 and 5 years of service.

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

(a) Age 50 and 20 years of service;

(b) Any age and 25 years of service.

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

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

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

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

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

SECTION K – Holidays:

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

(a) New Year's Day, January 1st of each year;

(b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;

(c) Washington's Birthday, the 3rd Monday in February of each year;

(d) D.C. Emancipation Day, April 16th of each year;

(e) Memorial Day, the last Monday in May of each year;

(f) Juneteenth Independence Day, June 19th of each year;

(g) Independence Day, July 4th of each year;

(h) Labor Day, the 1st Monday in September of each year;

(i) Indigenous People's Day, the 2nd Monday in October of each year;

(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.

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

SECTION L – Benefits Levels:

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

ARTICLE 5
COMPENSATORY TIME

SECTION A:

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

SECTION B:

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

- Extraordinary assignments
- Scheduled or special events

- Travel time outside normal work hours

SECTION C:

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

ARTICLE 6
METRO PASS/MONTHLY TRANSIT SUBSIDY

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

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

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

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

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

ARTICLE 8
SICK LEAVE INCENTIVE PROGRAM

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

SECTION A – Accrual:

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

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

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

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

ARTICLE 9
ANNUAL LEAVE BUY-OUT

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

ARTICLE 10
BACK PAY

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

ARTICLE 11
WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

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

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

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

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURES

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

ARTICLE 13
SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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

ARTICLE 14
DURATION AND FINALITY

SECTION A -- Effective Date:

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

SECTION B – Finality:

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

ARTICLE 15
INCORPORATION OF NON-COMPENSATION AGREEMENT

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

On this 27 day of October, 2021 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Eugene A. Adams

Eugene Adams, Director
Mayor's Office of Legal Counsel

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

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 1403

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

Aaron Finkhousen, President
AFGE, Local 1403

On this 27th day of October, 2021 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

E. Lindsey Maxwell II, Esq., Director
Office of Labor Relations & Collective Bargaining

LN 10/27/21

Vanessa Natale, Deputy Director
Mayor's Office of Legal Counsel

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

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

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 1403

Rebecca Barnes, Vice President
AFGE, Local 1403

Maureen Murat, Vice President
AFGE, Local 1403

Anne Hollander
AFGE, Local 1403

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated _____, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this _____ day of _____, 2021.

_____

Muriel E. Bowser, Mayor

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

Fiscal Year: **2021**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 11, 2020**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

						Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 59,218	$ 61,194	$ 63,170	$ 65,146	$ 67,122	$ 69,098	$ 71,074	$ 73,050	$ 75,026	$ 77,002	$ 1,976
10	$ 65,226	$ 67,399	$ 69,572	$ 71,745	$ 73,918	$ 76,091	$ 78,264	$ 80,437	$ 82,610	$ 84,783	$ 2,173
11	$ 71,647	$ 74,040	$ 76,433	$ 78,826	$ 81,219	$ 83,612	$ 86,005	$ 88,398	$ 90,791	$ 93,184	$ 2,393
12	$ 85,880	$ 88,745	$ 91,610	$ 94,475	$ 97,340	$ 100,205	$ 103,070	$ 105,935	$ 108,800	$ 111,665	$ 2,865
13	$ 102,135	$ 105,539	$ 108,943	$ 112,347	$ 115,751	$ 119,155	$ 122,559	$ 125,963	$ 129,367	$ 132,771	$ 3,404
14	$ 120,685	$ 124,710	$ 128,735	$ 132,760	$ 136,785	$ 140,810	$ 144,835	$ 148,860	$ 152,885	$ 156,910	$ 4,025
15	$ 141,973	$ 146,703	$ 151,433	$ 156,163	$ 160,894	$ 165,624	$ 170,354	$ 175,084	$ 177,630	$ 181,214	Varies

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

Fiscal Year: **2022** ***Service Code Definition:*** ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 10, 2021**

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

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

						Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 60,404	$ 62,419	$ 64,434	$ 66,449	$ 68,464	$ 70,479	$ 72,494	$ 74,509	$ 76,524	$ 78,539	$ 2,015
10	$ 66,532	$ 68,748	$ 70,964	$ 73,180	$ 75,396	$ 77,612	$ 79,828	$ 82,044	$ 84,260	$ 86,476	$ 2,216
11	$ 73,083	$ 75,523	$ 77,963	$ 80,403	$ 82,843	$ 85,283	$ 87,723	$ 90,163	$ 92,603	$ 95,043	$ 2,440
12	$ 87,599	$ 90,521	$ 93,443	$ 96,365	$ 99,287	$ 102,209	$ 105,131	$ 108,053	$ 110,975	$ 113,897	$ 2,922
13	$ 104,178	$ 107,650	$ 111,122	$ 114,594	$ 118,066	$ 121,538	$ 125,010	$ 128,482	$ 131,954	$ 135,426	$ 3,472
14	$ 123,097	$ 127,203	$ 131,309	$ 135,415	$ 139,521	$ 143,546	$ 147,571	$ 151,596	$ 155,621	$ 159,646	$ 4,106
15	$ 144,812	$ 149,637	$ 154,462	$ 159,286	$ 164,112	$ 168,936	$ 173,761	$ 178,586	$ 181,183	$ 184,838	Varies

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

Fiscal Year: **2022**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 10, 2021**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.6% to 2.0 for FY 2022**
Pay Parity

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 61,976	$ 64,043	$ 66,110	$ 68,177	$ 70,244	$ 72,311	$ 74,378	$ 76,445	$ 78,512	$ 80,579	$ 2,067
10	$ 68,264	$ 70,537	$ 72,810	$ 75,083	$ 77,356	$ 79,629	$ 81,902	$ 84,175	$ 86,448	$ 88,721	$ 2,273
11	$ 74,981	$ 77,485	$ 79,989	$ 82,493	$ 84,997	$ 87,501	$ 90,005	$ 92,509	$ 95,013	$ 97,517	$ 2,504
12	$ 89,876	$ 92,874	$ 95,872	$ 98,870	$ 101,868	$ 104,866	$ 107,864	$ 110,862	$ 113,860	$ 116,858	$ 2,998
13	$ 106,884	$ 110,447	$ 114,010	$ 117,573	$ 121,136	$ 124,699	$ 128,262	$ 131,825	$ 135,388	$ 138,951	$ 3,563
14	$ 126,297	$ 130,510	$ 134,723	$ 138,936	$ 143,149	$ 147,362	$ 151,575	$ 155,788	$ 160,001	$ 164,214	$ 4,213
15	$ 148,577	$ 153,528	$ 158,478	$ 163,427	$ 168,379	$ 173,328	$ 178,279	$ 183,229	$ 185,894	$ 189,644	Varies

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

Fiscal Year: **2023**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 63,217	$ 65,325	$ 67,433	$ 69,541	$ 71,649	$ 73,757	$ 75,865	$ 77,973	$ 80,081	$ 82,189	$ 2,108
10	$ 69,631	$ 71,949	$ 74,267	$ 76,585	$ 78,903	$ 81,221	$ 83,539	$ 85,857	$ 88,175	$ 90,493	$ 2,318
11	$ 76,481	$ 79,035	$ 81,589	$ 84,143	$ 86,697	$ 89,251	$ 91,805	$ 94,359	$ 96,913	$ 99,467	$ 2,554
12	$ 91,673	$ 94,731	$ 97,789	$ 100,847	$ 103,905	$ 106,963	$ 110,021	$ 113,079	$ 116,137	$ 119,195	$ 3,058
13	$ 109,019	$ 112,654	$ 116,289	$ 119,924	$ 123,559	$ 127,194	$ 130,829	$ 134,464	$ 138,099	$ 141,734	$ 3,635
14	$ 128,824	$ 133,121	$ 137,418	$ 141,715	$ 146,012	$ 150,309	$ 154,606	$ 158,903	$ 163,200	$ 167,497	$ 4,297
15	$ 151,549	$ 156,599	$ 161,648	$ 166,696	$ 171,747	$ 176,795	$ 181,845	$ 186,894	$ 189,612	$ 193,437	Varies

MURIEL BOWSER
MAYOR

December 8, 2021

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, D.C. 20004

Dear Chairman Mendelson:

I am pleased to submit to you, for introduction and consideration by the Council of the District of Columbia, a proposed resolution, cited as the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO Approval Resolution of 2021."

The proposed resolution will approve a negotiated collective bargaining agreement containing compensation terms for the District of Columbia employees in the Legal Service who are bargaining unit members of the American Federation of Government Employees, Local 1403. These employees are employed in the Office of the Attorney General and in agencies subordinate to the Mayor. The compensation terms in the agreement include:

- Two percent (2%) wage increase effective the first full pay period after October 1, 2020;
- Two percent (2% wage increase effective first full pay period after October 1, 2021; and
- Two percent (2%) wage increase effective the first full pay period after October 1, 2022.

Also, the compensation agreement includes an additional two and six-tenths percent (2.6%) wage increase effective the first full pay period after October 1, 2021, to provide pay parity with the non-union Legal Service schedule.

The compensation agreement is being submitted to the Council for review and approval pursuant to D.C. Official Code §1-617.17.

I appreciate your attention to this important legislation that directly benefits many District of Columbia employees. Please contact E. Lindsey Maxwell, Director, Office of Labor Relations and

Collective Bargaining, at (202) 724-4953, or me should you have any questions concerning this transmittal.

Sincerely,

Muriel Bowser

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated Compensation Agreement submitted by the Mayor for employees in Compensation Unit 33.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021".

Sec. 2.(a) Pursuant to section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council of the District of Columbia approves the Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO, which was transmitted to the Council by the Mayor on _____.

(b) This resolution applies to Compensation Unit 33/Series 905 bargaining unit employees employed by the Office of the Attorney General and by District agencies which are subordinate to the Mayor.

34 (c) The compensation agreement is attached to this Resolution.

35 Sec. 3. Fiscal impact statement.

36 The Council adopts the fiscal impact statement in the committee report as the fiscal

37 impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act,

38 approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

39 Sec. 4. Transmittal.

40 The Council shall transmit a copy of this resolution, upon its adoption, to American

41 Federation of Government Employees, Local 1403 and the Mayor.

42 Sec. 5. Effective date.

43 This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Ronan Gulstone**
Executive Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **October 12, 2021**

SUBJECT: **Legal Sufficiency Review of the "Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021" (AD-21-676)**

This is to Certify that **this Office has reviewed the above-referenced legislation and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Interim Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Fitzroy Lee** **Interim Chief Financial Officer**
DATE:	**October 28, 2021**
SUBJECT:	**Fiscal Impact Statement – Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2021**
REFERENCE:	**Draft Introduction as provided to the Office of Revenue Analysis on October 12, 2021**

Conclusion
Funds are sufficient in the fiscal year 2022 through fiscal year 2025 budget and financial plan to implement the resolution. The resolution will cost about $4.3 million in fiscal year 2022 and approximately $14 million in local funds over the four-year budget and financial plan. Funds are available in the Workforce Investments agency to pay these costs.

Background
The resolution approves a compensation agreement between the Office of the Attorney General (OAG) and the American Federation of Government Employees, Local 1403, AFL-CIO, Compensation Unit 33. The compensation agreement covers approximately 350 OAG attorneys. It is in effect from October 1, 2020 through September 30, 2023.

The compensation agreement provides annual pay raises of 2.0 percent for each of fiscal years 2021 (retroactive), 2022, and 2023, and an additional fiscal year 2022 increase of 2.6 percent to account for pay parity with the Non-Union Legal Services Schedule. Employees are additionally eligible for a two percent bonus each year if they receive a rating of "excellent" or higher on their annual performance review. The retroactive pay increase and any applicable bonus apply to employees

actively on the payroll as of the approval date, as well as employees who retired in fiscal year 2021[1] or retire in fiscal year 2022 prior to approval of the agreement.

Attorneys who provide court coverage on Saturdays, Sundays or holidays will receive time-and-a-half for Saturday hours and twice their hourly rate of pay for Sunday and holiday hours.[2]

Financial Plan Impact

Funds are sufficient in the fiscal year 2022 through fiscal year 2025 budget and financial plan to implement. The resolution will cost about $4.3 million in fiscal year 2022 and approximately $14 million in local funds over the four-year budget and financial plan. Funds are available in the Workforce Investments agency to pay these costs.

The costs come from the increase in compensation for locally-funded attorneys (241 FTEs out of the 350 affected by the agreement). The compensation increase includes the 2.0 percent annual increases for fiscal years 2021 through 2023, the 2.6 percent pay parity increase, and the two percent annual performance bonus. We also estimate the impact of the pay increase on the fringe rate[3].

Projected Cost Increase for the Compensation Agreement between the District and OAG and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33)

	FY 2022	FY 2023	FY 2024	FY 2025	Four-Year Total
Salary increase[a] and bonus applicable to FY21	$1,861,000				
FY22 and FY23 salary increases[a]	$3,262,000	$4,295,000	$4,295,000	$4,295,000	$16,146,000
Performance Bonus[b]	$917,000	$935,000	$0	$0	$1,851,000
Total Gross Funds Cost Increase	$6,039,000	$5,230,000	$4,295,000	$4,295,000	$19,858,000
Local Portion Cost	**$4,256,000**	**$3,682,000**	**$3,023,000**	**$3,023,000**	**$13,985,000**

Table notes

a. Includes 12.6% fringe rate

b. 2.0 percent performance bonus, assumed to apply to all employees, during the term of the contract.

[1] Five employees retired in fiscal year 2021.
[2] The agreement caps the total amount of Saturday and holiday pay for the agency at $100,000 a year. Once OAG pays $100,000 in Saturday and holiday pay, attorneys can receive compensatory time for additional Saturdays and holidays worked.
[3] Fringe includes costs for social security and Medicare taxes as well as employee benefits

COMPENSATION AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

AND

THE OFFICE OF THE ATTORNEY GENERAL

AND

THE AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 1403,

AFL-CIO

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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PREAMBLE

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
WAGES

SECTION A – FY 2021:

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

SECTION B -- FY 2022:

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

SECTION C -- FY 2023:

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

SECTION D – Parity with Non-Union Legal Service Schedule

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

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

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

ARTICLE 2A
PAY FOR PERFORMANCE BONUSES

SECTION A – FY 2021:

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

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

SECTION B -- FY 2022:

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

SECTION C -- FY 2023:

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

ARTICLE 2B
SATURDAY, SUNDAY AND HOLIDAY PAY

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

ARTICLE 3
BENEFITS COMMITTEE

SECTION A – General:

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

SECTION B – Purpose:

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

SECTION C – Responsibilities:

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

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

Plans.

2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Chapter 6, Subchapter XXI.

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

4. Explore issues concerning the workers' compensation system that affect bargaining unit employees consistent with D.C. Official Code, Chapter 6, Subchapter XXIII (Public Sector Workers' Compensation).

5. DCHR shall notify the Committee by email after the award to providers but prior to implementation of any significant alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on bargaining unit employees.

SECTION D – Maintenance of Benefits:

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

SECTION E – Additional Benefits:

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

ARTICLE 4
BENEFITS

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

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

SECTION A -- Life Insurance:

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

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

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

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

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

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

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

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

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

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

SECTION B -- Health Insurance:

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

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

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

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

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

SECTION C – Optical and Dental:

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

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

SECTION D – Short and Long Term Disability:

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

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

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

SECTION E – Indemnity Benefits:

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

SECTION F -- Annual Leave:

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

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

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

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

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

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

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

SECTION G – Sick Leave:

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

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

3. An employee may use sick leave to:

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

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

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

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

(e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking,

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

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

SECTION H – Other Forms of Leave:

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

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

3. Funeral Leave:

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

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

5. Back-to-School Leave – Subject to the discretion of an individual's manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee's leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee's individual manager shall make every effort to grant requests for excused

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

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

SECTION I -- Pre-Tax Benefits:

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

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

SECTION J – Retirement:

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

(a) Age 55 and 30 years of service;

(b) Age 60 and 20 years of service;

(c) Age 62 and 5 years of service.

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

(a) Age 50 and 20 years of service;

(b) Any age and 25 years of service.

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

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

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

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

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

SECTION K – Holidays:

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

(a) New Year's Day, January 1st of each year;

(b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;

(c) Washington's Birthday, the 3rd Monday in February of each year;

(d) D.C. Emancipation Day, April 16th of each year;

(e) Memorial Day, the last Monday in May of each year;

(f) Juneteenth Independence Day, June 19th of each year;

(g) Independence Day, July 4th of each year;

(h) Labor Day, the 1st Monday in September of each year;

(i) Indigenous People's Day, the 2nd Monday in October of each year;

(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.

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

SECTION L – Benefits Levels:

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

ARTICLE 5
COMPENSATORY TIME

SECTION A:

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

SECTION B:

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

- Extraordinary assignments
- Scheduled or special events

- Travel time outside normal work hours

SECTION C:

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

ARTICLE 6
METRO PASS/MONTHLY TRANSIT SUBSIDY

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

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

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

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

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

ARTICLE 8
SICK LEAVE INCENTIVE PROGRAM

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

SECTION A – Accrual:

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

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

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

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

ARTICLE 9
ANNUAL LEAVE BUY-OUT

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

ARTICLE 10
BACK PAY

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

ARTICLE 11
WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

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

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

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

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURES

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

ARTICLE 13
SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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

ARTICLE 14
DURATION AND FINALITY

SECTION A -- Effective Date:

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

SECTION B – Finality:

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

ARTICLE 15
INCORPORATION OF NON-COMPENSATION AGREEMENT

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

On this 27 day of October, 2021 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Eugene A. Adams

Eugene Adams, Director
Mayor's Office of Legal Counsel

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

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 1403

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

Aaron Finkhousen, President
AFGE, Local 1403

On this 27th day of October, 2021 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

E. Lindsey Maxwell II, Esq., Director
Office of Labor Relations & Collective Bargaining

LN 10/27/21

Vanessa Natale, Deputy Director
Mayor's Office of Legal Counsel

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

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

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 1403

Rebecca Barnes, Vice President
AFGE, Local 1403

Maureen Murat, Vice President
AFGE, Local 1403

Anne Hollander
AFGE, Local 1403

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated _____, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this _____ day of _____, 2021.

_____

Muriel E. Bowser, Mayor

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

Fiscal Year: **2021**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 11, 2020**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

						Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 59,218	$ 61,194	$ 63,170	$ 65,146	$ 67,122	$ 69,098	$ 71,074	$ 73,050	$ 75,026	$ 77,002	$ 1,976
10	$ 65,226	$ 67,399	$ 69,572	$ 71,745	$ 73,918	$ 76,091	$ 78,264	$ 80,437	$ 82,610	$ 84,783	$ 2,173
11	$ 71,647	$ 74,040	$ 76,433	$ 78,826	$ 81,219	$ 83,612	$ 86,005	$ 88,398	$ 90,791	$ 93,184	$ 2,393
12	$ 85,880	$ 88,745	$ 91,610	$ 94,475	$ 97,340	$ 100,205	$ 103,070	$ 105,935	$ 108,800	$ 111,665	$ 2,865
13	$ 102,135	$ 105,539	$ 108,943	$ 112,347	$ 115,751	$ 119,155	$ 122,559	$ 125,963	$ 129,367	$ 132,771	$ 3,404
14	$ 120,685	$ 124,710	$ 128,735	$ 132,760	$ 136,785	$ 140,810	$ 144,835	$ 148,860	$ 152,885	$ 156,910	$ 4,025
15	$ 141,973	$ 146,703	$ 151,433	$ 156,163	$ 160,894	$ 165,624	$ 170,354	$ 175,084	$ 177,630	$ 181,214	Varies

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

Fiscal Year: **2022** ***Service Code Definition:*** ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 10, 2021**

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

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

						Steps						
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 60,404	$ 62,419	$ 64,434	$ 66,449	$ 68,464	$ 70,479	$ 72,494	$ 74,509	$ 76,524	$ 78,539	$ 2,015
10	$ 66,532	$ 68,748	$ 70,964	$ 73,180	$ 75,396	$ 77,612	$ 79,828	$ 82,044	$ 84,260	$ 86,476	$ 2,216
11	$ 73,083	$ 75,523	$ 77,963	$ 80,403	$ 82,843	$ 85,283	$ 87,723	$ 90,163	$ 92,603	$ 95,043	$ 2,440
12	$ 87,599	$ 90,521	$ 93,443	$ 96,365	$ 99,287	$ 102,209	$ 105,131	$ 108,053	$ 110,975	$ 113,897	$ 2,922
13	$ 104,178	$ 107,650	$ 111,122	$ 114,594	$ 118,066	$ 121,538	$ 125,010	$ 128,482	$ 131,954	$ 135,426	$ 3,472
14	$ 123,097	$ 127,203	$ 131,309	$ 135,415	$ 139,521	$ 143,546	$ 147,571	$ 151,596	$ 155,621	$ 159,646	$ 4,106
15	$ 144,812	$ 149,637	$ 154,462	$ 159,286	$ 164,112	$ 168,936	$ 173,761	$ 178,586	$ 181,183	$ 184,838	Varies

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

Fiscal Year: **2022**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 10, 2021**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.6% to 2.0 for FY 2022**
Pay Parity

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 61,976	$ 64,043	$ 66,110	$ 68,177	$ 70,244	$ 72,311	$ 74,378	$ 76,445	$ 78,512	$ 80,579	$ 2,067
10	$ 68,264	$ 70,537	$ 72,810	$ 75,083	$ 77,356	$ 79,629	$ 81,902	$ 84,175	$ 86,448	$ 88,721	$ 2,273
11	$ 74,981	$ 77,485	$ 79,989	$ 82,493	$ 84,997	$ 87,501	$ 90,005	$ 92,509	$ 95,013	$ 97,517	$ 2,504
12	$ 89,876	$ 92,874	$ 95,872	$ 98,870	$ 101,868	$ 104,866	$ 107,864	$ 110,862	$ 113,860	$ 116,858	$ 2,998
13	$ 106,884	$ 110,447	$ 114,010	$ 117,573	$ 121,136	$ 124,699	$ 128,262	$ 131,825	$ 135,388	$ 138,951	$ 3,563
14	$ 126,297	$ 130,510	$ 134,723	$ 138,936	$ 143,149	$ 147,362	$ 151,575	$ 155,788	$ 160,001	$ 164,214	$ 4,213
15	$ 148,577	$ 153,528	$ 158,478	$ 163,427	$ 168,379	$ 173,328	$ 178,279	$ 183,229	$ 185,894	$ 189,644	Varies

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

Fiscal Year: **2023**

Service Code Definition: ***Attorneys (includes both OAG and other agencies)***

Effective Date: **October 9, 2022**

Union/Nonunion: **Union**

Affected CBU/Service Code(s): BQA A35

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

% Increase: **2.0%**

Resolution Number:

Date of Resolution:

	Steps										
Grade	***1***	***2***	***3***	***4***	***5***	***6***	***7***	***8***	***9***	***10***	**Between Steps**
09	$ 63,217	$ 65,325	$ 67,433	$ 69,541	$ 71,649	$ 73,757	$ 75,865	$ 77,973	$ 80,081	$ 82,189	$ 2,108
10	$ 69,631	$ 71,949	$ 74,267	$ 76,585	$ 78,903	$ 81,221	$ 83,539	$ 85,857	$ 88,175	$ 90,493	$ 2,318
11	$ 76,481	$ 79,035	$ 81,589	$ 84,143	$ 86,697	$ 89,251	$ 91,805	$ 94,359	$ 96,913	$ 99,467	$ 2,554
12	$ 91,673	$ 94,731	$ 97,789	$ 100,847	$ 103,905	$ 106,963	$ 110,021	$ 113,079	$ 116,137	$ 119,195	$ 3,058
13	$ 109,019	$ 112,654	$ 116,289	$ 119,924	$ 123,559	$ 127,194	$ 130,829	$ 134,464	$ 138,099	$ 141,734	$ 3,635
14	$ 128,824	$ 133,121	$ 137,418	$ 141,715	$ 146,012	$ 150,309	$ 154,606	$ 158,903	$ 163,200	$ 167,497	$ 4,297
15	$ 151,549	$ 156,599	$ 161,648	$ 166,696	$ 171,747	$ 176,795	$ 181,845	$ 186,894	$ 189,612	$ 193,437	Varies

MASTER AGREEMENT

BETWEEN

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCALS 383, 2737, 2741, 3406, 3444 AND 3871

AND

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 1995

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PREAMBLE

This Agreement is entered into between the District of Columbia (hereinafter referred to as the Employer) and the American Federation of Government Employees, District of Columbia Locals (hereinafter referred to as the Union).

The Employer and the Union recognize the need to provide efficient service to the public and to maintain and increase the quality of service. Both parties further agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations. Each party declares without reservation the contents of the Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during the term of this Agreement, unless provided for elsewhere in this Agreement or such proposal is entertained by mutual agreement of the parties.

The Preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

ARTICLE 1
RECOGNITION

The District of Columbia Government (Metropolitan Police Department, Office of Planning, Office of Energy, Department of Administrative Services, Department of Recreation and Parks, and Department of Human Services), pursuant to the appropriate Employer recognition, certifications of the Public Employee Relations Board (PERB) and its predecessor, the Board of Labor Relations, hereby recognizes for the purposes of collective bargaining the following American Federation of Government Employees, District of Columbia Locals: 383, 2737, 2741, 3406, 3444 and 3871.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1:

In the event any D.C. Government-wide rule or regulation or Department rule, issuance or policy is in conflict with this Agreement, the terms of this Agreement shall prevail.

SECTION 2:

Except in emergency situations, the Department will consult with the Union prior to implementing any Department-wide rule, regulation or policy which is in conflict with this Agreement.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

SECTION 1:

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 2:

The Employer agrees to deduct Union dues from each employee's bi-weekly pay upon authorization of D.C. Form 277. Union dues withholding authorization may be canceled 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 D.C. Form 277. When Union dues are canceled, the Department shall withhold a service fee in accordance with Section 3 of this Article. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

SECTION 3:

Because the Union is responsible for representing the interests of all bargaining unit employees without discrimination and without regard to Union membership, Management agrees to deduct a service fee from each non-Union member's bi-weekly pay, without written authorization. Upon the showing of the Local Union that 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 and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents ($.05) per deduction per pay period. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall 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 appropriate Department after the sixty percent (60%) showing is made.

SECTION 4:

The service fee applicable to non-Union members shall not exceed the amount of the Union dues. Payment of dues or service fees shall not be a condition of employment.

SECTION 5:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance, adverse actions or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

SECTION 6:

The Union shall indemnify, defend and otherwise hold the Department harmless for any good faith errors, or omissions in carrying out the provisions of this Article.

SECTION 7:

When an employee is permanently separated from the bargaining unit, he/she will submit a request to have Union dues or service fee deductions canceled. Upon request, on a quarterly basis, Management will provide the Union with a list of names of bargaining unit members.

ARTICLE 4
UNION RIGHTS

SECTION 1:

A. Officers, stewards, and all other official representatives are authorized to perform Union duties during duty hours and will suffer no loss of pay, no adversarial action, no retaliatory action or loss of any other benefits as a result thereof. Performance evaluations of an employee will be adjusted to accommodate the performance of these official duties.

B. Officers and stewards shall not be denied the right to meet with employees or to act on behalf of employees in the bargaining unit.

SECTION 2:

A. Presidents and their designee shall be granted reasonable official time to carry out their responsibilities as

authorized representatives of the Local. They shall not be denied official time except under conditions of unusual work necessity.

B. Reasonable official time shall also be granted to other Local Union Officers and stewards to carry out their responsibility as authorized representatives of the Local.

C. If Management denies official time to a Union representative, the representative will be notified, at the time of denial, when they will be released. If the release is delayed for more than twenty-four (24) hours, the Local President or designee may request that the Management Official state the denial and the reason for denial. Such statement will be provided in writing within two (2) work days.

D. Labor-Management business shall include, but not be limited to the following:

1. Preparation, investigation, and presentation of all grievances and appeals heard by the Agency, OEA, PERB, OHR, Personnel, Arbitration, etc.;

2. Negotiations, consultations meetings and training involving Union representatives exclusively and/or between Union representatives and authorized Management officials concerning topics of interest to employees in the bargaining unit or subject which will enhance and improve labor-management relations;

3. Representation on labor-management committees; and

4. Other Union related matters such as assisting, investigating, researching regulations in conjunction with representational responsibilities.

SECTION 3:

The Union shall supply in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, which shall be posted on appropriate bulletin boards.

SECTION 4:

Employee representatives are authorized to perform and discharge labor-management duties related to representing employees in the unit.

A Union representative may be required to leave his/her assigned work area to transact permissible labor-management business. When it becomes necessary for an officer or steward to transact permissible labor-management business away from the

assigned work area during work hours, the officer or steward must request and receive permission from his/her immediate supervisor. If the immediate supervisor is unavailable, permission shall be requested from the next level Management official.

Before entering a work area other than his/her own, a Union representative shall request from the appropriate supervisor of his/her desire to visit or meet and confer with an employee in that work area. If the supervisor is unable to grant the request, the representative will be advised of an appropriate time to meet with the employee.

SECTION 5:

Management agrees to recognize the officers and duly designated representatives of the Union who are not employees and shall be advised by the Union of the names of its officers and representatives.

SECTION 6:

The Union will be consulted prior to any change in shift assignments of duly appointed stewards. The Union will be consulted prior to the organization of new shifts that would affect the members of the unit. The Union will have the right to select a steward for each newly organized shift. In the event a shop steward is detailed or reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved.

SECTION 7:

e-mail Management agrees to inform all new or rehired employees to the Union's exclusive recognition and to have them introduced to their shop steward when they are assigned to a duty post. The shop steward will be given an opportunity to meet with the new employee.

SECTION 8:

During orientation of new employees or when new employees come on board, the Union president or his/her designee shall be granted up to one (1) hour for the purpose of informing employees of the Union's exclusive recognition, union benefits, and employee rights under the negotiated agreement as well as distribution of any Union related materials.

SECTION 9:

The Employer agrees, upon request, to notify the Union of new employees in the bargaining unit listed by organization unit with title and grade.

SECTION 10:

Upon request, the Employer agrees to provide the Union with a list in alphabetical order, of all employees in the Department. The list shall contain name, job title, grade, date of employment, job status, date of NTE for temporary/term employees, when applicable, and CBU codes.

SECTION 11:

Each Local shall notify the Office of Labor Relations and Collective Bargaining (OLRCB) in advance of Union sponsored training, with the names of the Union officials and stewards who are to attend. The Employer shall grant official time, up to forty (40) hours, for stewards and officers and up to eighty (80) hour each for the local president and one (1) designee from January 1 through December 31 of each year. It is understood that these hours pertain to the positions described and not individuals.

ARTICLE 5
LABOR-MANAGEMENT RELATIONS

SECTION 1 - CONSULTATION AND COMMUNICATION:

The parties agree that consultation and communication on working conditions matters should be maintained at all levels between the Union and Management.

SECTION 2 - LABOR-MANAGEMENT RELATIONS COMMITTEE:

A. The parties agree to establish a Labor-Management Relations Committee. Unless agreed to otherwise on a Departmental Basis, this Committee will be composed of five (5) Union representatives and five (5) Management representatives. Union and Management shall independently establish methods related to appointment and tenure of Committee representatives. The Committee shall meet quarterly or on an as needed basis mutually agreed upon. The parties shall provide an agenda five (5) working days prior to the scheduled meeting. The meetings will be co-chaired by one (1) Union and one (1) Management representative.

B. The Labor-Management Relations Committee may establish subcommittees as may be necessary and agreed upon by the Committee representatives. The Labor-Management Committee may make recommendations to the Department but shall have no authority to renegotiate, amend or otherwise alter this Agreement. The parties agree that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings.

C. When either party has agreed to furnish to the other party information relevant to a topic discussed in the Labor-Management Relations Committee, the information shall be provided within fifteen (15) working days. The fifteen working day time limit may be waived upon mutual agreement.

SECTION 3 - LEVEL MEETINGS:

For the purpose of establishing open communications, upon request, Management will meet on an as needed basis to confer with or consult with the unit's Local Presidents or designated officials provided either party furnishes the other with an itemized agenda setting forth the topics of discussion five (5) working days prior to the meeting. When preparing the agenda called for in this Section, Management and Union will provide space on the agenda for appropriate issues which may arise after the agenda is submitted. If the parties mutually agree that other meetings are necessary, such meetings shall be scheduled to discuss the specific issue(s).

SECTION 4:

The Department Director may meet quarterly with Local President and the Executive Board in his/her Department provided either party furnishes the other an itemized agenda fifteen (15) working days prior to the meeting.

ARTICLE 6
EMPLOYEE RIGHTS

SECTION 1:

The Employer and the Union agree that all employees shall have the right to join, organize or affiliate with the Union or to refrain from any such activity. Except as expressly provided herein, the Comprehensive Merit Personnel Act (CMPA) or the District Personnel Manual (DPM), the freedom shall be recognized to extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Executive Branch, the D.C. City Council or other appropriate authority.

SECTION 2:

Employees shall be free from restraint, interference, coercion, or discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and the prosecution of grievances.

SECTION 3:

The parties agree that employees and Management shall maintain mutual respect. Therefore, to the extent possible, communication pertaining to employee guidance should be made in an atmosphere that avoids public embarrassment.

SECTION 4:

It is understood that the employees in the bargaining unit shall have full protection of all Articles in this Agreement as long as they remain in the bargaining unit.

SECTION 5:

The terms of this Agreement do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of the appropriate officials of Management and/or the Union.

SECTION 6:

Employees may be granted administrative leave when requested to attend scheduled meetings with Management officials outside the Department, officials of the Executive Branch, the D.C. City Council, or other appropriate authorities.

The employee receiving such a request is responsible for immediately informing the appropriate Management official in advance of the request. The employee is also responsible for informing the official of its source, as well as submitting a written request.

SECTION 7:

Employees elected to Union office which takes them away from their employment with the Department may, at the written request of the employee and the Union at least thirty (30) working days in advance, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year. Contributions for continued benefits shall be paid by the Union.

SECTION 8:

A labor representative of the appropriate bargaining unit will be given the opportunity to be present at any examination of an employee by a Management official in connection with an investigation (1) if disciplinary action could result, and (2) the employee requests representation.

If a Union representative is not available, the employee will be given a reasonable amount of time to obtain representation.

Employees requested to reply to proposed disciplinary actions will be informed of their right to have present a Union representative or representative of their choosing if the employee so desires.

ARTICLE 7

CLASSIFICATION AND POSITION DESCRIPTION

SECTION 1 - CLASSIFICATION:

An employee may request a review of his/her classification in terms of title, series, grade or description with his/her supervisor. Such a request must be presented orally or in writing to the supervisor. If the review does not settle the matter, the employee may request a review through the D.C. Office of Personnel, using the District Personnel procedures.

Any appeal of a classification action shall be processed exclusively in accordance with the grievance procedure outlined in the District Personnel Manual.

SECTION 2 - POSITION DESCRIPTIONS:

Employees shall be furnished a copy of the description of the position to which assigned at the time of the assignment or upon request. An employee detailed or reassigned to an established position shall be given a position description at the time of assignment. An employee detailed to an unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

SECTION 3:

If the Union is representing an employee or group of employees and needs a position description to facilitate the representation, the Union may request a copy(ies) of the position description(s) from the D.C. Office of Personnel. All requests must be submitted in writing, identifying the name(s), series, and grade(s) of position(s) requested.

SECTION 4:

The Union will be given the opportunity to review and consult on substantial changes in job descriptions prior to implementation.

SECTION 5:

When changes are made to a position description, the affected employee will be informed, prior to implementation.

SECTION 6:

When the phrase "other duties as assigned" is used in a position description, the phrase shall mean the employee(s) may be

assigned to other duties related to those listed in the position description.

SECTION 7:

The principle of equal pay for equal work will be supported in accordance with the provisions of D.C. Code Section 1-612.1 and applicable D.C. Personnel regulations and instructions.

SECTION 8:

Alleged violations of equal pay for equal work law shall be handled in accordance with law and procedures of the District Personnel Manual.

ARTICLE 8
MERIT STAFFING

SECTION 1:

The parties agree that merit promotion principles should be applied as prescribed in the DPM.

SECTION 2:

All vacancies in the bargaining unit shall be filled in accordance with the D.C. Office of Personnel Merit Staffing and Employment Plan.

SECTION 3:

The Department agrees that vacancy announcements shall be posted in accordance with Personnel regulations for a period of at least ten (10) workdays prior to the expiration date throughout the Department. If such announcements are limited to Department only, they may be posted five (5) working 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, when issued.

SECTION 4:

All vacancy announcements will contain appropriate information specific to the position advertised.

SECTION 5:

When there are more than ten (10) qualified applicants for a position, and qualified applicants are excluded from the certificate, the Union shall be notified, and if requested, a rating panel shall be convened.

SECTION 6:

When a rating panel is convened for positions in the bargaining unit, the Union may send one (1) representative. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the District's Merit Staffing Plan. Such Union representative must meet qualifications for panel membership as required by the District Merit Staffing Plan.

↳ grade must be equal to or greater than.

SECTION 7:

The Department agrees to notify the Union at least five (5) working days prior to the convening of the rating panel. The Union agrees to furnish the name of the Union representative appointed to the panel. Such Union representative must meet all conditional qualifications for panel membership as required by the D.C. Office of Personnel's Merit Staffing Plan.

SECTION 8:

Employees wishing to be considered for the vacancy(ies) will apply in writing to the appropriate Personnel Office.

SECTION 9:

Applicants will be evaluated based on established guidelines, and a list of best qualified candidates will be referred to the selecting official. If one candidate on the best qualified list is interviewed for the position, all candidates on the list shall be interviewed.

SECTION 10:

All applicants will be notified by the D.C. Office of Personnel of the action taken on their applications.

SECTION 11:

No employee may grieve non-selection unless there has been a procedural violation of the Merit Staffing and Employment Plan, as cited in this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

SECTION 12:

In accordance with the Merit Staffing Plan, an employee is entitled to request the following information from the Personnel Office concerning any position for which he/she has applied pursuant to specific Merit Staffing announcement:

a. Any record of performance or supervisory evaluation not submitted by the candidate which was used in considering him or her for selection;

b. Whether he or she was found eligible on the basis of minimum qualifications;

c. The name of the individual selected; and

d. His or her categorical ranking. → just the ranking not the score

Such requests must meet the criteria set forth in the Merit Staffing Plan.

SECTION 13:

Prior to the hiring or transfer of employees into specially funded term positions, the D.C. Office of Personnel will adequately explain all employment and funding contingencies of the position and will document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 9
CAREER LADDER

SECTION 1:

A career ladder is a series of positions in the same line of work with increase in difficulty from the entrance level to the level established as full performance. Employees may be promoted without further competition until reaching the full performance level when competition was held at an earlier stage. Management and the Union agree that career ladder promotion will be made only when:

1. Recommended by the appropriate supervisor;

2. The Employee meets the appropriate minimum qualifications, including selective factors. For example:

   a. Time in grade requirement,

b. Demonstrated potential for the skill involved,

c. Demonstrated to the satisfaction of the supervisor, the ability to perform at the next higher level.

SECTION 2:

An employee may receive successive career promotions until he/she reaches the full performance level in a career ladder after meeting the qualifications requirements for each level. At grades above the journeyman level, positions are filled under competitive promotion procedures.

SECTION 3:

An employee in a trainee position may receive a career promotion upon satisfactory completion of the training period.

SECTION 4:

An employee who is an apprentice in a recognized trade or craft may receive career promotions through the various phases of is/her apprentice program, up to and including assignment to a ourneyman position.

ARTICLE 10
DETAILS AND TEMPORARY PROMOTIONS

SECTION 1 - DETAILS:

A. 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.

B. Details shall not be made as a means of retaliation or discipline. Nothing in this Agreement prevents the Department from detailing an employee to maintain and preserve the efficiency of the service or the health, safety or welfare of the Department.

C. Details may be rotated among qualified employees.

D. Details may 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, among other things, abnormal work loads, changes in mission or organization, unanticipated absence, or to complete special projects.

E. Employees will be detailed to lateral positions in accordance with the time limits provided in the DPM.

F. Employees detailed to work in a higher graded position shall be entitled to the pay associated with that position after undertaking the duties of the higher grade for a period of ninety (90) consecutive days. Therefore, beginning on the ninety-first (91st) day, the employee is entitled to acting pay as long as he/she remains in the detail.

G. A record of all employee details or assignments to higher-graded positions in excess of thirty (30) working days shall be documented and placed in his/her personnel file. Notification of a detail or assignment shall be given to the affected employee as soon as practicable prior to the proposed detail.

H. Any employee covered by this Agreement shall not forfeit any benefits to which otherwise entitled under this Agreement while on detail or assignment to another activity, provided, however, such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

I. Employees on detail to a lower-graded position shall maintain the pay of his/her incumbent position.

SECTION 2 - TEMPORARY PROMOTIONS:

A. 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.

B. Except in emergency circumstances, advance notice shall be given to the Union of temporary promotions of the Local Officers and Stewards. The notification shall include the position, title, grade, effective date, and location.

C. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.

D. A temporary promotion of more than 120 days shall be made in accordance with merit promotion procedures.

ARTICLE 11
SPECIALLY FUNDED POSITIONS

The Employer agrees, prior to the hiring or transfer of employees into specially funded positions, to adequately explain all employment and funding contingencies of the position and to

document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 12
TEMPORARY AND TERM EMPLOYEES

SECTION 1:

Subject to fund availability, Agency needs and in keeping with the Comprehensive Merit Personnel Act (CMPA) and governing regulations, term or temporary positions may be converted to permanent positions.

SECTION 2:

Employees appointed non-competitively to such term or temporary positions who have performed at a satisfactory level shall be given the opportunity to apply for permanent status under the provisions of the CMPA and governing regulations should such positions be converted to permanent.

SECTION 3:

Employees appointed competitively to such term or temporary positions who have performed at a satisfactory level may be converted to permanent status without further competition, provided that the position vacancy announcement from which the employee was selected so stated.

ARTICLE 13
REASSIGNMENTS

SECTION 1:

Requests for reassignments may be made by an employee. Employees requesting reassignment 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. The supervisor will respond to the written request in writing within fifteen (15) days. The notification periods in Sections 2 and 3 below will not apply to reassignments made pursuant to request.

SECTION 2:

If an employee is reassigned, he/she will be given advance notice of the reassignment except in cases of shortage or emergencies. If a reassignment involves relocation to a different facility or building, seven (7) working days advance notice will be

given to the employee, unless an emergency situation necessitates the reassignment. When an employee is reassigned, a personnel action will be prepared to initiate the action.

SECTION 3:

If a reassignment or relocation of a Union representative is planned, the Union President will be given a ten (10) day advance written notice provided that the Department has been notified that the employee listed is an authorized Union representative prior to reassignment.

ARTICLE 14
PERFORMANCE EVALUATION

The present system used to evaluate performance will continue in use until such time as the performance rating plan described in Title XIV of the CMPA is established.

1. Each Department shall ensure that each employee's supervisor discusses performance with him or her, employees shall be commended for good work and counseled where improvement is necessary; this shall be done in the course of day-to-day activities as the supervisor observes the employee's performance.

2. When the annual performance appraisal is issued by the immediate supervisor, a conference shall be held. The performance appraisal rating shall make allowances for job related factors beyond the control of the employee, mutually agreed to by the employee and the supervisor, which may have caused him or her not to have achieved a specific level of performance. Performance evaluations shall not be carried out in a retaliatory manner. At such conference, the supervisor will discuss the rating with the employee and describe how the employee can receive a higher rating.

3. Supervisors shall not ask employees and an employee shall not be required to sign incomplete or blank forms. Any alterations, changes, corrections, modifications, deletions or additions shall require the initials of the employee being rated. The employee shall, upon signing, receive a copy of the appraisal and be advised in writing of his/her appeal rights.

4. If an employee disagrees with his/her rating, then the employee may exercise his/her rights under relevant provisions of the DPM.

5. Employees who are alleged to be working at an unsatisfactory level will be given an opportunity to improve performance for a period of at least ninety (90) days. The employee and supervisor will develop a work plan that will enable the employee to improve his/her deficiencies.

ARTICLE 15
TRAINING AND UPWARD MOBILITY

The Employer and the Union recognize the need for cooperation in the areas of employee training and upward mobility.

SECTION 1 - INFORMATION:

The Department will assist employees in implementing individual career development plans by publicizing training programs and current training opportunities.

SECTION 2:

When information on training is received the Department agrees to post such information on bulletin boards.

SECTION 3 - RECORDS:

A record of satisfactorily completed training courses may be filed by each employee in his/her Official Personnel File.

SECTION 4 - IN-HOUSE TRAINING:

Training which is authorized and approved by the Department under the terms of this Agreement shall be conducted during duty hours where practicable. This does not apply to reading assignments given as part of training. The Department reserves the right to schedule training sessions. Multiple training sessions will not be scheduled to accommodate all duty hours. Nothing in this Article prevents an employee from choosing to participate in a training program on his/her own time. Shift employees shall not lose any monies because of training in accordance with the District Personnel Manual, Chapters 12 and 13.

SECTION 5 - MANDATORY TRAINING:

When the Department introduces new equipment into the work site which impacts upon the position and/or duties of an employee in the bargaining unit, the Department will provide necessary training.

SECTION 6 - OPTIONAL TRAINING:

a. Bargaining unit employees will be given an opportunity to apply for and participate in appropriate training and educational programs. Requests for training and educational opportunities shall be processed timely.

b. Employees shall be notified in timely manner of their selection or non-selection for a training or educational opportunity for which they applied or were nominated. In cases where a training request or nomination has been denied, the employees may request and receive an explanation for the denial.

SECTION 7:

Subject to availability of training and educational funds, the Department may pay or help pay tuition for approved training offered outside of the Department.

SECTION 8 - LABOR REPRESENTATIVE TRAINING:

The Department agrees that administrative leave, not to include travel or per diem, may be granted to an employee representative to attend training approved by the Office of Labor Relations and Collective Bargaining (OLRCB), which is designed to advise representatives on matters of mutual concern to the Department and Union within the scope of the Comprehensive Merit Personnel Act (CMPA).

ARTICLE 16
CONTRACTING OUT/PRIVATIZATION

SECTION 1:

The parties agree that, the decision to contract but is a Management Right pursuant to applicable laws, regulations and policies.

SECTION 2:

It is agreed that issues regarding contracting out or privatization, are appropriate for Labor/Management meetings. The Department agrees to discuss such issues, as well as alternatives to contracting out or privatization (existing and future work) with the Union. The Employer agrees to consider existing resources, to consult with the Union, and further agrees to consider the views, recommendations, and suggestions offered by the Union. When requested by either party, Union proposals and Agency responses will be reduced to writing.

SECTION 3:

The Employer agrees to give the Union at least thirty (30) days advance notice, except in emergency situations, of the intent to contract out work which has not previously been contracted out.

SECTION 4:

The Employer agrees to notify the Union at least sixty (60) days in advance of any contracting out actions which may displace any bargaining unit employees. The Employer agrees to minimize displacement actions by reassigning, retraining, restricting hiring, and taking other actions necessary to retain bargaining unit employees consistent with applicable laws and regulations.

SECTION 5:

When requested, the Employer agrees to provide the Union with current information on contracts within the Agency.

ARTICLE 17
REORGANIZATION OR REALIGNMENT

SECTION 1:

Reorganization is defined as that action which results in the transfer of, consolidation of, abolition of, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof; which reorganization is subject to adoption by legislative action, including consideration of the District of Columbia Council in accordance with the Government Reorganization Procedures Act of 1981, Sections 4-1-299.1 through 1-299.7, D.C. Code (1981).

SECTION 2:

Realignment is defined as a change in the internal structure or functions of the Agency which affects a substantial number of employees in the bargaining unit but which does not constitute a reorganization.

SECTION 3:

At least thirty (30) days prior to a Department's effecting a reorganization, the Department shall notify the Union in writing and shall provide the following information:

a. A description of the purpose and nature of the changes;

b. Organizational chart(s) existing and proposed;

c. Mission and function statements existing and proposed;

d. Staffing patterns existing and proposed; and,

e. Any relevant information deemed necessary for consultation.

SECTION 4:

When a realignment occurs, the Director or his/her designee shall confer with the Union and provide the relevant information deemed necessary prior to the action.

SECTION 5:

Within ten (10) working days after written notice to the Union of the Department's intent to effect a reorganization, the Director or his/her Designee shall arrange to confer with the Union prior to the implementation of the reorganization.

ARTICLE 18
REDUCTION IN FORCE (RIF)/FURLOUGHS

SECTION 1:

The Employer agrees to explore and consider possible alternatives prior to implementing a RIF/Furlough. When RIFs/Furloughs are under consideration the Union shall be notified and when possible given thirty (30) days to offer alternatives for further consideration. The City shall notify the Union of all alternatives considered, whether they have been accepted or rejected and on what basis.

SECTION 2:

The Employer agrees to immediately notify the Union in writing of the Mayor's intent to approve the conducting of a RIF/Furlough. Such notice shall be prior to a general notice to employees and will include:

a. The reason for the action to be taken;

b. The approximate number of employees who may be affected initially;

c. The types of positions anticipated to be affected initially; and

d. The anticipated effective date.

SECTION 3:

A. The Employer further agrees to minimize the effect on bargaining unit employees to whatever extent possible through reassignment, retraining, or restructuring recruitment and any other means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.

B. Priority re-employment rights will be afforded to employees separated through reduction in fore, prior to filling vacant positions of the same or similar job classifications, (except when the Employer fills positions through in-service placement action) in accordance with the District Personnel Manual (DPM).

SECTION 4:

Once a RIF/Furlough is announced, employees will be granted time to update their personnel folders and provide any other information necessary for retention registers. The Employer will provide a memorandum to all employees instructing them to this and notifying them of what type of information should be provided to personnel.

SECTION 5:

Upon request, the Union shall be provided reports on positions filled by priority reemployment and any other positions filled.

SECTION 6:

The Unions shall be provided a copy of the relevant retention register. Prior to the effective date of a RIF, the Union shall at its option, meet with Management to resolves issues which may impact an bargaining unit employee. The Union in accordance with the collective bargaining agreement shall have the right to file grievances on unresolved issues.

SECTION 7:

The Employer shall implement 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.

SECTION 8:

Furlough days will not effect holiday pay or overtime pay.

SECTION 9:

The Agency and Union shall bargain on the impact of furloughs and RIF's.

SECTION 10:

Any alleged violation(s) of this Article and/or RIF procedures may be grieved in accordance with the negotiated Grievance Procedure or may be appealed to the Office of Employee Appeals (OEA).

SECTION 11:

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

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1:

Management and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, or other criteria prohibited and, to promote the full realization of equal opportunity through positive and continuing efforts. Complaints of discrimination are not subject to the grievance procedure and must be processed in accordance with the Equal Employment Opportunity Rules governing complaints of discrimination in the District of Columbia Government, 31 DCR 56. All employees shall be provided these rules.

SECTION 2:

Through the procedures established for Union-Management cooperation each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in the Agreement and in the Employer's rules and regulations.

SECTION 3:

Management agrees to promote the Affirmative Action Program ensuring that:

A. All personnel actions and employment practices are based on merit and fair and equitable treatment; and,

B. Any complaints of, or known discriminatory personnel management policy, procedure or practice, shall be given prompt and fair consideration and corrected where found.

SECTION 4:

Upon request, the Employer shall provide the Local Presidents with a copy of the Affirmative Action Plan.

SECTION 5:

The Employer agrees that the Union may submit names of Employees for consideration for appointment as an EEO Counselor. The Union shall be promptly notified in writing of the name and telephone number of the EEO Counselor.

SECTION 6:

The name and telephone number of the EEO Counselor shall be posted on all bulletin boards.

SECTION 7:

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

SECTION 8:

Employees alleging discrimination or sexual harassment shall contact the Department's EEO Counselor for assistance in processing such complaints. EEO complaints are not grievable under the collective bargaining agreement.

ARTICLE 20
CONSULTATION AND COUNSELING

SECTION 1:

The parties recognize that alcoholism, drug abuse and emotional illness or other personal problems may cause excessive absenteeism, disruptive behavior, or directly affect an employee's

job performance. As such, the Department shall make best efforts to assist employees experiencing these conditions by referring them to the appropriate District Government counseling or treatment program.

SECTION 2:

Prior to initiation of discipline, employees accepting a referral will be provided reasonable time to improve work performance and/or attendance, provided, however, that the employee adheres to the requirements of the service or program and the employee's work performance and/or attendance satisfactorily improves.

SECTION 3:

If the employee refuses to seek counseling and/or there is not an adequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action may be taken by the Department.

SECTION 4:

The Department may grant excused leave, in accordance with the DPM (i.e., annual leave, sick leave, advanced sick leave, or leave without pay), to an employee who accepts referral for the time he/she participates in a program. Such leave must be requested in advance.

SECTION 5:

To the extent available, the Department will post a notice describing the D.C. Government consultation or treatment program.

SECTION 6:

With respect to any programs or counseling attended by employees pursuant to this Article, the employee shall sign a release of information form to provide the Department or supervisor with information on the employee's attendance and adherence to the program or service.

SECTION 7:

Management reserves its right to take disciplinary action against employees. In appropriate cases, when an employee accepts a referral, Management will give due consideration to an employee's satisfactory attendance and/or conduct and/or improved job performance prior to initiating disciplinary action. Due consideration will be given to the recovery process. Management may also verify an employee's participation in a program or service prior to initiating disciplinary action.

ARTICLE 21
LEAVE ADMINISTRATION

SECTION 1 - APPLICATION OF LEAVE:

Any request for a leave of absence shall be submitted in writing on SF-71 by the employee to his immediate supervisor. The request shall state the type of leave requested and the length of time off the employee desires.

Any employee's request for immediate sick leave due to family sickness or death shall be answered immediately.

An advance request for a short leave of absence, not to exceed three (3) days shall be answered as soon as possible, or no later than twenty-four (24) hours after the request is submitted.

Any advance request for a leave of absence exceeding two (2) weeks shall be answered within five (5) days, except for scheduled vacations, as provided for elsewhere in this Agreement. If the request is disapproved, the supervisor shall return the SF-71 with the reasons for the disapproval indicated.

Employees shall be returned to the same grade and classification they held at the time the leave of absence was granted. However, if an employee is returning from an excused leave for educational purposes during which he/she has acquired the qualifications for a higher rated position, he/she shall not have lost any of his/her rights in being evaluated for a higher graded position.

SECTION 2 - CALL IN TIME

A. The Employer agrees that the request for leave shall not be unreasonably denied. However, the Union and employees recognize that workload and scheduling considerations will not always allow the grant of previously unscheduled leave requests. Employees are required to request leave for illness or emergencies at least one (1) hour before the start of their tour of duty and normally no later than two (2) hours after the normal reporting time.

B. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the Ward Office/ Facility Manager's Office. The supervisor receiving the call shall convey the request to the proper supervisor.

SECTION 3 - VACATION SCHEDULES:

The Employer reserves the right to determine the number of

employees in each job category who may be on scheduled annual leave at any given time. Vacation schedules shall be based on employee requests and upon supervisory approval and shall be posted as early in the leave year as possible. Once posted, the schedule may not be changed except by mutual agreement of the parties concerned or in case of emergency. Scheduling conflicts will be resolved first by discussion with employees involved and then based on the needs of the service. When the needs of the service are met, scheduling of leave will be resolved on a first come, first served basis.

SECTION 4 - PAID LEAVE:

A. ANNUAL LEAVE: Employees shall earn annual leave from the date of hire if the appointment is for ninety (90) days or longer. Employees shall be eligible to take vacation (annual leave) as of the first day of employment if the appointment is for ninety (90) days or longer.

Requests to use annual leave shall be submitted by the employee on Standard Form-71, Application for Leave, normally in advance of the date such leave is to commence. Leave may be used for personal business in hourly amounts.

1. Accumulation: Annual leave will be earned as follows: (Based on full-time employment in a pay status)

   a. Less than three years service - 1/2 day each pay period.

   b. More than three years service - 3/4 day each pay period.

   c. More than fifteen years service - 1 day each pay period.

2. Annual leave may be accrued, however no more than 30 days annual leave may be carried forward into the next leave year unless any of the following conditions are met:

   a. to correct an Administrative error;

   b. when annual leave was scheduled in advance but its use denied because of exigencies of the public business; or,

   c. when the annual leave was scheduled in advance but its use was precluded because of illness or injury.

   If at the end of any leave year an employee has annual leave in excess of the normal permissible carry over because of one or more of the above reasons, he/she shall not forfeit the excess. All restored annual leave

must be taken within two (2) years from the date of restoration. It is understood that all decisions relating to this matter are in the authority of the Office of Financial Management, D.C. Controller.

Employees shall receive a lump sum payment for all annual leave not used upon resignation, retirement or separation.

B. SICK LEAVE:

1. Call in and reporting time for request for emergency annual or sick leave shall be specified in the Article "Call In Time" of this Agreement.

2. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certificate.

3. Sick leave shall be granted to employees incapacitated by illness, for appointments with physicians, dentists, diagnostic examinations, x-rays or for any other purposes set forth in DPM Chapter 12. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental or optical treatment.

4(a) In accordance with Chapter 12B of the DPM, an employee may be required to furnish a satisfactory medical certificate to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employees signed statement and Form 71 may be accepted in lieu of the medical certificate if the Supervisor is assured sick leave privileges are not being abused.

(b) Such certificate for shorter periods can be required from employees proven to have abused sick leave privileges.

(c) An ongoing review shall be made of the employee's sick leave record. Once the employee has demonstrated an improvement in this use of sick leave, a notice rescinding the medical certification requirement shall be issued to the employee.

5. Employee shall start to earn sick leave from their date of hire, at the rate of one-half day each bi-weekly pay period, and shall accumulate sick leave as long as they are in the service of the Employer in a pay status.

6. Employees shall be credited unused sick leave by having such leave counted as time in service for retirement purposes. Sick leave for employees who terminate employment

other than by retirement shall remain to their credit for three (3) years.

C. MILITARY LEAVE:

Military leave shall be granted in accordance with Title XII of the Comprehensive Merit Personnel Act, D.C. Law 2-139.

D. COURT LEAVE:

Employees shall be granted leave of absence with pay any time they are required to report for jury duty or to appear as a witness on behalf of the District Government or the U.S. Government.

If an employee testifies in a non-official capacity on behalf of a private party, thereby having to take annual leave or leave without pay, he/she is entitled to the usual fees and expenses related to such witness service as provided by Court.

E. VOTING AND REGISTRATION:

Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the pools open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

F. FUNERAL LEAVE:

1. Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral of, or memorial service for his/her immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone, without loss of pay, charge to leave or credit for time or service, and without affecting his/her performance or efficiency rating.

2. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee, Annual Leave or LWOP will be granted.

G. OTHER (ADMINISTRATIVE LEAVE):

Duty time (administrative leave) may be granted for other purposes as provided by the DPM, or elsewhere in this Agreement.

SECTION 5 - UNPAID LEAVE:

A. Leave Without Pay (LWOP):

Leave of absence without pay for limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less and on the appropriate Department Form for an absence of more than eighty (80) hours. Reasonable purposes in each case shall be agreed upon by the employee and the Employer.

B. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the employee and the Union, be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leave of absence for Union officials may be extended for similar periods. No more than one (1) employee of the bargaining unit shall be on such leave at the same time.

2. Attendance at Union sponsored programs will be on approved annual leave or leave without pay unless Administrative leave has been approved by the Director, D.C. Office of Labor Relations and Collective Bargaining.

C. TRAINING LEAVE:

After completing one (1) year of service, an employee, upon request may be granted a leave of absence for educational purposes. The period of the leave of absence may not exceed one (1) year but it may be extended at the Employer's discretion.

D. MATERNITY/ PATERNITY LEAVE:

Maternity/ Paternity leave before child-birth and following child-birth shall be granted at the request of the employee. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick leave, or leave without pay). Sick leave shall be requested and approved in accordance with Section 3B of this Article.

E. MILITARY FURLOUGH:

An employee who enlists or is ordered to active duty in the Armed Forces can claim restoration rights within ninety (90) days of release from active duty under honorable conditions.

The Department shall restore an eligible employee as soon as possible after he/she applies, but in any case it shall restore him/her within thirty (30) days after it receives his/her application.

ARTICLE 22
USE OF PRIVATE VEHICLES

SECTION 1:

A. To the extent possible, the Department may provide vehicles for the use of employees who need transportation to perform their duties.

B. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee may use either his/her private vehicle or public transportation.

SECTION 2:

A. Employees who use their personal vehicles in the performance of their duties shall be reimbursed at the rate provided in the Compensation Units 1 and 2 Agreement, consistent with Departmental rules and regulations. The Department shall reimburse employees for the actual cost of public transportation use consistent with Departmental rules and regulations.

B. Employees who use public transportation in the performance of their official duties shall not be adversely affected in the Department's evaluation. An employee's use of public transportation will not be used as an excuse for non-performance of duties.

SECTION 3:

The Department will make available to employees information concerning the procedures for, and the Department's role in the adjudication of parking violations received during the performance of official duties.

SECTION 4:

Employees shall not be required to operate government vehicles that are not properly registered.

SECTION 5:

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.

ARTICLE 23
SAFETY

SECTION 1:

The Employer, the Union and the Employees shall work cooperatively to provide and maintain safe and healthful working conditions.

SECTION 2:

The Employer and the Union will cooperate in keeping each other informed of unhealthy and unsafe conditions in the work place.

SECTION 3:

An employee shall not be required to work in dangerous conditions until such conditions have been removed, remedied, rendered reasonably safe or adequate protection provided for the condition encountered. The Employer agrees that an employee will not be required to operate equipment that he/she is not qualified to operate, which by doing so might endanger himself/herself or other employees. The Employer shall ensure that equipment and work areas are maintained at a level to insure safe working conditions.

SECTION 4:

A. The Employer agrees to furnish the appropriate protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment modifications to existing equipment for consideration by the Employer.

B. Safety and protective equipment that is issued or made available by the Employer shall be worn or utilized, as the case may be, by the employees.

C. The Employer will provide proper eye protection for all employees where duty responsibilities so require.

SECTION 5:

Employees shall report to Management when first aid kits need maintenance. Management shall be responsible for replenishing first aid kits.

SECTION 6:

The Union, the employee and the Employer will make every effort to prevent accidents of any kind. Should accidents occur,

however, a primary consideration will be the welfare of the injured personnel.

SECTION 7:

When it becomes known that an accident has resulted in a work injury, the Employer agrees to notify a Union representative promptly, and provide the injured employee with the proper Workmans Compensation forms/information, including but not limited to the workers hotline within 72 hours.

SECTION 8:

Transportation shall be provided if needed, to the nearest health facilities in the event of an injury requiring emergency medical treatment beyond immediate first aid.

SECTION 9:

The Employer is committed to providing safety training. Such safety training, (e.g., CPR and other first aid techniques) shall be provided to Union and Management volunteers by the Employer within six (6) months after the effective date of this Agreement. This training will be scheduled by the Employer in conjunction with each safety committee covered by this Agreement.

SECTION 10:

The Employer will provide upon request, the manufacturer's material safety data sheet concerning chemicals used at the Employer's facilities to the Union.

SECTION 11:

The Employer agrees to maintain clean and sanitary locker and lunch rooms and other related personal facilities. Employees are responsible for leaving such facilities in an orderly condition.

SECTION 12:

No employee will be required to perform duties involving hazards without first receiving sufficient training concerning the hazards, proper work methods, and the protective measurers and equipment to be used.

SECTION 13:

In the event of excessive temperatures or equipment failure, employees shall be reassigned or released.

Excessive temperatures are listed her for informational

purposes:

85 degrees Fahrenheit - 50% humidity (minimum)
86 degrees Fahrenheit - 47% humidity
87 degrees Fahrenheit - 45% humidity
88 degrees Fahrenheit - 42% humidity
89 degrees Fahrenheit - 40% humidity
90 degrees Fahrenheit - 37% humidity.

Any temperature above 95 degrees Fahrenheit during extremely cold weather conditions, the Employer agrees that affected employees, working inside building will be dismissed or relocated when the temperature in a particular building is below 65 degrees Fahrenheit.

Employees who are required to work outside shall not be required to perform those duties during period of severe inclemency.

SECTION 14:

A safety committee of three (3) representatives from the Union nd three (3) representatives from Management, one (1) of whom hall be the Agency Safety Officer, will be established in the gency. One (1) Management and one (1) Union representative shall serve as co-chairpersons. The Committee will:

A. Meet once a month, or at the call of either co-chairperson to review special conditions which may develop.

B. Conduct safety surveys and make joint recommendations to the appropriate administrator, through the safety officer. Final reports from the appropriate administrator shall be provided to the Safety Committee within a reasonable period on all matters initiated by the Committee.

C. Coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with the Office of Administration and Management.

D. Consult with, and render assistance to the Agency safety officer upon request.

SECTION 15:

The Employer and the Union mutually recognize the need for protection of employees from assault and intimidation and will work cooperatively to obtain appropriate protective measures in this regard.

SECTION 16:

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

SECTION 17:

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

SECTION 18:

A. The Employer shall provide full yearly physical examinations to all employees upon request of the employee, who because of the nature of their work may be exposed to biological or man made health risks.

B. The Employer shall provide full yearly physical, hearing and optical examinations to all employees, who because of the nature of their work may suffer physical or optical damage.

C. The examinations in A and B above shall be on official time and at no cost to the employee.

SECTION 19:

The Employer will institute measures to control the spread of occupationally acquired infectious diseases. The Employer will consider all patients and clients as potentially infected and will rigorously apply infection control precautions to minimize the risk of exposure to blood and body fluids of all clients and patients. Rubber gloves and other appropriate equipment will be provided to all employees who may be subject to exposure.

ARTICLE 24
CORRECTIVE AND ADVERSE ACTION

SECTION 1:

1. Corrective and Adverse Actions, as defined in Personnel regulations, may be imposed on employees only for cause, in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA) D.C. Law 2-139, as amended and the DPM.

2. Corrective and Adverse Actions will be appropriate to the circumstances, with due regard to the principles of progressive discipline in accordance with Chapter 16 of the DPM.

3. Employees may either grieve these actions through the negotiated grievance procedure or appeal them to the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and once the selection is made, it cannot be changed. Adverse Action grievances shall be filed in accordance with Article 16, Section 5.

SECTION 2:

1. It is understood that correction and discipline by supervisors will be done in accordance with the circumstances so as not to subject the employee to unnecessary embarrassment, i.e., privacy.

2. An employee and the Union shall be notified in writing of any proposed disciplinary or adverse action within forty-five (45) days, no including Saturdays, Sundays, or legal holidays, after the date that the Employer knew or should have known of the act or occurence.

   In the even that the act or occurence allegedly constituting cause for discipline is the subject of an ongoing criminal investigation, the 45-day limit imposed by the previous paragraph of this section shall be tolled until the conclusion of the criminal investigation.

   The failure of the Employer to issue such notice shall preclude the discipline pursuant to the law.

   Employees are also entitled to a written final decision of the proposed action within 45 calender days of the date charges are preferred against the employee, except that in the event there is an ongoing criminal prosecution.

3. Employees requested to reply during investigative or proposal stages of a disciplinary action shall be informed of their right to have a Union representative present.

4. Employees shall not be required to write or sign incident statements in regard to possible disciplinary actions.

5. Employees shall be given a copy of the Report of Findings Determination made by the disinterested designee at the time of its issuance.

6. The removal of an employee during his/her probationary period is not grievable and shall be done in accordance with the DPM.

ARTICLE 25
HOLIDAYS

The District of Columbia Government Comprehensive Merit Personnel Act (CMPA) and the District Personnel regulations prescribe the procedures for legal public holidays for employees of the District Government.

1. As stipulated in D.C. Code, §1-613.2(a) (1987 Repl.), the following days are legal public holidays for employees of the District Government:

a. New Year's Day, January 1;

b. Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January;

c. President's Day, the third Monday in February;

d. Memorial Day, the last Monday in May;

e. Independence Day, July 4;

f. Labor Day, the first Monday in September;

g. Columbus Day, the second Monday in October;

h. Veteran's Day, November 11;

i. Thanksgiving Day, the fourth Thursday in November; and,

j. Christmas Day, December 25.

2. January 20th of each 4th year starting in 1981, Inauguration Day, is a legal public holiday for the purpose of pay and leave of employees scheduled to work on that day. When January 20th of any 4th year falls on Sunday, the next succeeding day selected for public observance of the Inauguration of the President is a legal public holiday.

ARTICLE 26
IMPROVED BENEFITS

Any future legislation, ordinance, or order of the D.C. Government which improves the benefits now received by employees covered by this Contract automatically will be applied to such employees.

ARTICLE 27
PERSONNEL ISSUES

SECTION 1:

The Department, through the D.C. Office of Personnel, will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers. Further, to the extent training is available, the Department, in conjunction with the DCOP, shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted on appropriate bulletin boards.

SECTION 2:

The Department agrees that employees shall be directed to the appropriate Office of Personnel for such questions as: retirement, death benefits and disability compensation.

ARTICLE 28
SUPPLEMENTAL NEGOTIATIONS

SECTION 1:

Each of the Local's listed in Article One (1) of this Agreement is free to negotiate supplement agreements on working conditions not covered by this Agreement.

SECTION 2:

Any such supplemental agreement may include subjects such as, transfer of facility; uniforms; transportation of clients; etc.

SECTION 3:

Any such supplemental agreement shall be incorporated by reference in this Agreement and shall be enforced by Article 36 of this Agreement.

ARTICLE 29
WORK ON HOLIDAYS

SECTION 1:

In accordance with the DPM Chapter 12, for full-time employees whose basic workweek is Monday through Friday, if a legal holiday occurs on Saturday, the Friday immediately before is a legal public holiday and if a legal holiday occurs on Sunday, the Monday immediately following is a legal public holiday.

SECTION 2:

In accordance with the DPM Chapter 12, when a holiday falls on a regular weekly nonworkday of an employee whose basic workweek is other than Monday through Friday, the workday immediately before that regular weekly nonworkday is a legal public holiday for the employee.

The DPM issuance regarding the holiday schedule for the calendar year will be posted on the employee bulletin boards.

SECTION 3:

Except for emergency operations or continuous or shift operations, any necessary work performed on a holiday may be performed by qualified volunteers. If there are insufficient qualified volunteers to perform the work, the Department reserves the right to require employees to work on holidays.

ARTICLE 30
GRIEVANCE PROCEDURE

SECTION 1 - PURPOSE:

A. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Grievances may be settled informally at any step of the process. Therefore, the parties or their authorized representatives have the authority to settle a grievance at any stage of the grievance procedure.

B. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an

employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and the Union representative to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

C. All time limits may be extended by mutual consent.

SECTION 2 - SCOPE:

A grievance is any alleged violation of this Agreement or applicable provision of the Compensation Agreement, or any misapplication or misinterpretation of Personnel rules, regulations or statutes that affect terms and conditions of employment. It is agreed that EEO complaints shall not be grievable.

SECTION 3 - PRESENTATION OF GRIEVANCES:

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

B. Grievances not responded to by Management in a timely manner may be advanced to the next level by the Union.

C. Categories of Grievances:

1. PERSONAL - A grievance of a personal nature requires the consent of the aggrieved employee at Step 2 of this procedure even if the Grievant is represented by his/her Union. In the case of an individual Grievant proceeding without Union representation, the Union must be given an opportunity to be present and offer its views at any meeting held to adjust the grievance.

2. GROUP - A grievance involving a number of employees in the unit may be filed at whatever step resolution is possible.

3. UNION/CLASS - A grievance involving employees in the bargaining unit may be filed and signed by the Union President or designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to bargaining unit employees. A class grievance must contain all information specified in Section 4 of the grievance procedure and the Administrator or his/her designee shall respond in writing within twenty-one (21) working days of receipt.

SECTION 4 - PROCEDURAL STEPS/PERSONAL AND GROUP GRIEVANCES:

A. STEP 1:

Grievances (except Adverse Action and Union/Class) shall first be taken up orally or in writing by the concerned employee or Union representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within twenty (20) work days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the term of this Agreement, the Union shall have an observer present. The Employer representative shall communicate the decision within ten (10) working days from the presentation of the grievance. The Employer shall present a written response when the grievance is presented in writing and an oral response when the case is presented orally.

B. STEP 2:

If the matter is not satisfactorily settled at Step 1 of the presentation of grievance, the employee(s) or the Union representative may, within ten (10) working days, submit the matter in writing to the next level Employer representative. The Employer representative will meet with the Union representative and the aggrieved employee(s) within five (5) working days after receipt of the grievance. The Employer representative shall give the employee(s) and the Union her/his written response within five (5) working days after the meeting.

The grievance at this and at every further step shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated.

2. The date(s) on which the alleged violation occurred.

3. A brief description of how the alleged violation occurred.

4. The specific remedy or adjustment sought.

5. Authorization by the employee if Union representation is desired.

Should the grievance not contain the required information, the Grievant or Union representative shall be so notified and given fifteen (15) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the fifteen (15) day period shall void the grievance.

C. STEP 3:

If the grievance is not settled at Step 2, the employee(s) or the Union may within ten (10) working days forward the grievance to the Department Head for further consideration. The Department Head will review the grievance, consult with the employee(s) and the Union, and give the employee(s) and the Union his/her written answer within ten (10) working days after receipt of the grievance.

D. STEP 4:

If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration.

SECTION 5 - ADVERSE ACTION GRIEVANCES:

A. STEP 1:

A grievance which involves an adverse action, a removal or reduction in grade based on unacceptable performance shall be presented in writing by the concerned employee and the Union representative with the Agency Head within forty-five (45) calendar days of the final notice of action. The Employer will have fifteen (15) working days in which to answer the complaint in writing.

B. STEP 2:

If the matter is not satisfactorily settled at Step 4, the Union can invoke arbitration within twenty (20) working days of receipt of the Employer's decision at the Step 4 level.

The Union may, prior to the implementation of the penalty, request that the deciding official consider delay of the implementation of the decision pending the outcome of the arbitration. The Union and Management agree that such arbitrations will be scheduled and heard within 30 days after the Agency Head's decision to delay implementation. A withdrawal of the arbitration or delay in scheduling of such arbitration by the Union will result in the immediate implementation of the penalty. If the Agency Head denies the request to consider the delay of the implementation of the penalty, then Steps 1 and 2 of this Section shall apply.

SECTION 6 - UNION/CLASS GRIEVANCES:

STEP 1: The Employer and the Local President or his/her designee will meet within five (5) working days after receipt of the grievance to discuss the grievance.

STEP 2: The Department Head shall give the Local President his/her written response within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude

ther party from attempting to settle such grievances informally at the appropriate level.

SECTION 7 - ARBITRATION:

A. SELECTION OF AN ARBITRATOR: The parties agree that a panel of arbitrators will be selected by the parties within thirty (30) working days of the signing of this Agreement to hear arbitrations. The panel will consist of seven (7) arbitrators who will be selected alternately to hear cases.

B. A committee of Union representatives and Management officials that are party to this agreement will meet quarterly to review the status of grievances, the selection of arbitrators and other issues related to this grievance procedure.

C. When mutually agreed by both parties, the following expedited arbitration procedures shall be used:

1. The arbitration will be held within thirty (30) working days of the request to arbitrate.

2. There shall be no stenographic record of the proceedings.

3. The hearing shall be conducted by the Arbitrator in whatever manner that will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make appropriate minutes of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven (7) days.

4. There shall be no posthearing briefs.

5. Time of Award - The award shall be rendered promptly by the Arbitrator and unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing.

6. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

D. The parties agree that arbitrations not heard under the expedited arbitration procedure will be scheduled and heard within ninety (90) days unless the parties mutually agree to extend the time limits.

SECTION 8 - GENERAL:

1. Witnesses shall be sequestered upon request of either party.

2. If either party desires a verbatim record of the proceedings, it may order such record. The party desiring the record shall make the record available to the other party and pay full costs of the transcript. Upon mutual agreement, the expenses may be shared.

3. The parties shall request that the arbitration award be in writing and set forth the Arbitrator's findings, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. Time limits may be extended by mutual agreement except in the case of expedited arbitrations.

4. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award.

5. The Arbitrator's award shall be binding upon both parties. Nothing in this Section prevents either party from appealing an award pursuant to the negotiated grievance procedure, in accordance with D.C. Code §1-605.2. Either party may submit the award for reconsideration by filing an Arbitration Review Request with the Public Employee Relations Board (PERB) within the time prescribed by law and regulation. Whenever an Arbitrator's decision is appealed, the decision shall remain in effect pending the outcome of the appeal process.

6. A statement of the Arbitrator's fee and expenses shall accompany the award. The fee and expense of the Arbitrator shall be born by the losing party. In cases where it is unclear whether or not a party has lost the case, the Arbitrator will make the determination.

7. Any dispute over the application of an Arbitrator's award, the Arbitrator shall retain jurisdiction.

SECTION 9 - APPEAL AND GRIEVANCE OPTIONS:

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purpose of this Section and employee shall be deemed to have exercised his/her option under this Section when the employee files a notice of appeal under the appellate procedure or files a grievance in writing under the negotiated grievance procedure.

SECTION 10 - QUESTIONS OR GRIEVABILITY:

In the event either party should assert a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Any dispute of grievability or arbitrability shall be referred to arbitration as a threshold issue(s).

ARTICLE 31
MANAGEMENT RIGHTS

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

Such management rights shall not be subject to the negotiated grievance procedure or arbitration, unless specifically abridged and abrogated in a separate distinctive Article of this Agreement. The Employer retains the following rights, which in accordance with applicable laws, rules and regulations which in no way are wholly inclusive:

1. To direct employees of the Department;

2. To hire, promote, transfer, assign and retain employees in positions within the agency 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 agency, its budget, its organization, the number of employees and the number, types and grades of positions or 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 District government in emergency situations.

ARTICLE 32
NO STRIKE OR LOCKOUT

SECTION 1:

Under the provisions of D.C. Code Section 1-618.5, it is unlawful to participate in, authorize or ratify a strike.

SECTION 2:

The term "strike," as used herein means a concerted refusal to perform duties/attend work or any unauthorized concerted work stoppage or slowdown.

SECTION 3:

The Union agrees to disarm any strikes or any unauthorized concerted work stoppage or slowdown.

SECTION 4:

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 to provide for the safety of employees, property or the public.

ARTICLE 33
SAVINGS CLAUSE

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

ARTICLE 34
DURATION

SECTION 1:

This agreement shall remain in full force and effect until September 30, 1995. This Agreement shall become effective upon the Mayor's approval in accordance with provisions of Section 1715 of the CMPA. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision, or the offensive provision shall be deleted.

SECTION 2:

This Agreement shall automatically be renewed for a one (1) year period thereafter, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one-hundred fifty (150) days and no later than ninety (90) days prior to its anniversary date. In the event that either party requests modification of any Article or parts of any Article, or the inclusion of additional provisions, only the related Articles and/or parts of the Articles shall be affected and unrelated Articles or parts of Articles shall continue in full force and effect.

SECTION 3:

The parties acknowledge that this Agreement represents the results of negotiations during which both parties had unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

SECTION 4:

It is agreed that any request by either party for further negotiations due to change in legislation, rules or regulations affecting any article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If the parties mutually agree in writing during the term of this Agreement that modifications to the Agreement are necessary, it may be modified.

Signed this _____ day of _____, 1994.

FOR THE EMPLOYER	FOR THE UNION
Debra McDowell, Director D.C. Office of Labor Relations and Collective Bargaining	David Schlein, National V.P. American Federation of Government Employees, AFL-CIO
Vincent Gray, Director Department of Human Services Services	Hugh Battle, President AFGE Local 383

Carole Hill Lowe, Director
Department of Recreation
and Parks

Thomas Proctor, President
AFGE Local 2741

Bruce Marshall, Director
Department of Administrative
Services

Sandra Addison, President
AFGE Local 3406

Chief Fred Thomas
Metropolitan Police Department

Ralph Bell, President
AFGE Local 3444

Al Dobbins, Director
Office of Planning and
and Energy

Paul Hart, President
AFGE Local 3871

Claretta Carpenter, President
AFGE Local 2737

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees Locals 383, 2737, 2741, 3406, 3444 and 3871 dated _____ has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (§1-618.15(a), D.C. Code, 1987 Repl.), and is hereby approved this 12th day of September, 1994.

Sharon Pratt Kelly
Mayor

MASTER AGREEMENT

BETWEEN

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCALS 383, 2737, 2741, 3406, 3444 AND 3871

AND

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 1995

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PREAMBLE

This Agreement is entered into between the District of Columbia (hereinafter referred to as the Employer) and the American Federation of Government Employees, District of Columbia Locals (hereinafter referred to as the Union).

The Employer and the Union recognize the need to provide efficient service to the public and to maintain and increase the quality of service. Both parties further agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations. Each party declares without reservation the contents of the Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during the term of this Agreement, unless provided for elsewhere in this Agreement or such proposal is entertained by mutual agreement of the parties.

The Preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

ARTICLE 1
RECOGNITION

The District of Columbia Government (Metropolitan Police Department, Office of Planning, Office of Energy, Department of Administrative Services, Department of Recreation and Parks, and Department of Human Services), pursuant to the appropriate Employer recognition, certifications of the Public Employee Relations Board (PERB) and its predecessor, the Board of Labor Relations, hereby recognizes for the purposes of collective bargaining the following American Federation of Government Employees, District of Columbia Locals: 383, 2737, 2741, 3406, 3444 and 3871.

ARTICLE 2
GOVERNING LAWS AND REGULATIONS

SECTION 1:

In the event any D.C. Government-wide rule or regulation or Department rule, issuance or policy is in conflict with this Agreement, the terms of this Agreement shall prevail.

SECTION 2:

Except in emergency situations, the Department will consult with the Union prior to implementing any Department-wide rule, regulation or policy which is in conflict with this Agreement.

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

SECTION 1:

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 2:

The Employer agrees to deduct Union dues from each employee's bi-weekly pay upon authorization of D.C. Form 277. Union dues withholding authorization may be canceled 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 D.C. Form 277. When Union dues are canceled, the Department shall withhold a service fee in accordance with Section 3 of this Article. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

SECTION 3:

Because the Union is responsible for representing the interests of all bargaining unit employees without discrimination and without regard to Union membership, Management agrees to deduct a service fee from each non-Union member's bi-weekly pay, without written authorization. Upon the showing of the Local Union that 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 and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents ($.05) per deduction per pay period. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall 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 appropriate Department after the sixty percent (60%) showing is made.

SECTION 4:

The service fee applicable to non-Union members shall not exceed the amount of the Union dues. Payment of dues or service fees shall not be a condition of employment.

SECTION 5:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance, adverse actions or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

SECTION 6:

The Union shall indemnify, defend and otherwise hold the Department harmless for any good faith errors, or omissions in carrying out the provisions of this Article.

SECTION 7:

When an employee is permanently separated from the bargaining unit, he/she will submit a request to have Union dues or service fee deductions canceled. Upon request, on a quarterly basis, Management will provide the Union with a list of names of bargaining unit members.

ARTICLE 4
UNION RIGHTS

SECTION 1:

A. Officers, stewards, and all other official representatives are authorized to perform Union duties during duty hours and will suffer no loss of pay, no adversarial action, no retaliatory action or loss of any other benefits as a result thereof. Performance evaluations of an employee will be adjusted to accommodate the performance of these official duties.

B. Officers and stewards shall not be denied the right to meet with employees or to act on behalf of employees in the bargaining unit.

SECTION 2:

A. Presidents and their designee shall be granted reasonable official time to carry out their responsibilities as

authorized representatives of the Local. They shall not be denied official time except under conditions of unusual work necessity.

B. Reasonable official time shall also be granted to other Local Union Officers and stewards to carry out their responsibility as authorized representatives of the Local.

C. If Management denies official time to a Union representative, the representative will be notified, at the time of denial, when they will be released. If the release is delayed for more than twenty-four (24) hours, the Local President or designee may request that the Management Official state the denial and the reason for denial. Such statement will be provided in writing within two (2) work days.

D. Labor-Management business shall include, but not be limited to the following:

1. Preparation, investigation, and presentation of all grievances and appeals heard by the Agency, OEA, PERB, OHR, Personnel, Arbitration, etc.;

2. Negotiations, consultations meetings and training involving Union representatives exclusively and/or between Union representatives and authorized Management officials concerning topics of interest to employees in the bargaining unit or subject which will enhance and improve labor-management relations;

3. Representation on labor-management committees; and

4. Other Union related matters such as assisting, investigating, researching regulations in conjunction with representational responsibilities.

SECTION 3:

The Union shall supply in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized stewards, which shall be posted on appropriate bulletin boards.

SECTION 4:

Employee representatives are authorized to perform and discharge labor-management duties related to representing employees in the unit.

A Union representative may be required to leave his/her assigned work area to transact permissible labor-management business. When it becomes necessary for an officer or steward to transact permissible labor-management business away from the

assigned work area during work hours, the officer or steward must request and receive permission from his/her immediate supervisor. If the immediate supervisor is unavailable, permission shall be requested from the next level Management official.

Before entering a work area other than his/her own, a Union representative shall request from the appropriate supervisor of his/her desire to visit or meet and confer with an employee in that work area. If the supervisor is unable to grant the request, the representative will be advised of an appropriate time to meet with the employee.

SECTION 5:

Management agrees to recognize the officers and duly designated representatives of the Union who are not employees and shall be advised by the Union of the names of its officers and representatives.

SECTION 6:

The Union will be consulted prior to any change in shift assignments of duly appointed stewards. The Union will be consulted prior to the organization of new shifts that would affect the members of the unit. The Union will have the right to select a steward for each newly organized shift. In the event a shop steward is detailed or reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved.

SECTION 7:

e-mail Management agrees to inform all new or rehired employees to the Union's exclusive recognition and to have them introduced to their shop steward when they are assigned to a duty post. The shop steward will be given an opportunity to meet with the new employee.

SECTION 8:

During orientation of new employees or when new employees come on board, the Union president or his/her designee shall be granted up to one (1) hour for the purpose of informing employees of the Union's exclusive recognition, union benefits, and employee rights under the negotiated agreement as well as distribution of any Union related materials.

SECTION 9:

The Employer agrees, upon request, to notify the Union of new employees in the bargaining unit listed by organization unit with title and grade.

SECTION 10:

Upon request, the Employer agrees to provide the Union with a list in alphabetical order, of all employees in the Department. The list shall contain name, job title, grade, date of employment, job status, date of NTE for temporary/term employees, when applicable, and CBU codes.

SECTION 11:

Each Local shall notify the Office of Labor Relations and Collective Bargaining (OLRCB) in advance of Union sponsored training, with the names of the Union officials and stewards who are to attend. The Employer shall grant official time, up to forty (40) hours, for stewards and officers and up to eighty (80) hour each for the local president and one (1) designee from January 1 through December 31 of each year. It is understood that these hours pertain to the positions described and not individuals.

ARTICLE 5
LABOR-MANAGEMENT RELATIONS

SECTION 1 - CONSULTATION AND COMMUNICATION:

The parties agree that consultation and communication on working conditions matters should be maintained at all levels between the Union and Management.

SECTION 2 - LABOR-MANAGEMENT RELATIONS COMMITTEE:

A. The parties agree to establish a Labor-Management Relations Committee. Unless agreed to otherwise on a Departmental Basis, this Committee will be composed of five (5) Union representatives and five (5) Management representatives. Union and Management shall independently establish methods related to appointment and tenure of Committee representatives. The Committee shall meet quarterly or on an as needed basis mutually agreed upon. The parties shall provide an agenda five (5) working days prior to the scheduled meeting. The meetings will be co-chaired by one (1) Union and one (1) Management representative.

B. The Labor-Management Relations Committee may establish subcommittees as may be necessary and agreed upon by the Committee representatives. The Labor-Management Committee may make recommendations to the Department but shall have no authority to renegotiate, amend or otherwise alter this Agreement. The parties agree that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings.

C. When either party has agreed to furnish to the other party information relevant to a topic discussed in the Labor-Management Relations Committee, the information shall be provided within fifteen (15) working days. The fifteen working day time limit may be waived upon mutual agreement.

SECTION 3 - LEVEL MEETINGS:

For the purpose of establishing open communications, upon request, Management will meet on an as needed basis to confer with or consult with the unit's Local Presidents or designated officials provided either party furnishes the other with an itemized agenda setting forth the topics of discussion five (5) working days prior to the meeting. When preparing the agenda called for in this Section, Management and Union will provide space on the agenda for appropriate issues which may arise after the agenda is submitted. If the parties mutually agree that other meetings are necessary, such meetings shall be scheduled to discuss the specific issue(s).

SECTION 4:

The Department Director may meet quarterly with Local President and the Executive Board in his/her Department provided either party furnishes the other an itemized agenda fifteen (15) working days prior to the meeting.

ARTICLE 6
EMPLOYEE RIGHTS

SECTION 1:

The Employer and the Union agree that all employees shall have the right to join, organize or affiliate with the Union or to refrain from any such activity. Except as expressly provided herein, the Comprehensive Merit Personnel Act (CMPA) or the District Personnel Manual (DPM), the freedom shall be recognized to extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including representation of its views to the officials of the Executive Branch, the D.C. City Council or other appropriate authority.

SECTION 2:

Employees shall be free from restraint, interference, coercion, or discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and the prosecution of grievances.

SECTION 3:

The parties agree that employees and Management shall maintain mutual respect. Therefore, to the extent possible, communication pertaining to employee guidance should be made in an atmosphere that avoids public embarrassment.

SECTION 4:

It is understood that the employees in the bargaining unit shall have full protection of all Articles in this Agreement as long as they remain in the bargaining unit.

SECTION 5:

The terms of this Agreement do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of the appropriate officials of Management and/or the Union.

SECTION 6:

Employees may be granted administrative leave when requested to attend scheduled meetings with Management officials outside the Department, officials of the Executive Branch, the D.C. City Council, or other appropriate authorities.

The employee receiving such a request is responsible for immediately informing the appropriate Management official in advance of the request. The employee is also responsible for informing the official of its source, as well as submitting a written request.

SECTION 7:

Employees elected to Union office which takes them away from their employment with the Department may, at the written request of the employee and the Union at least thirty (30) working days in advance, be granted a leave of absence without pay. The leave of absence shall not exceed one (1) year. Contributions for continued benefits shall be paid by the Union.

SECTION 8:

A labor representative of the appropriate bargaining unit will be given the opportunity to be present at any examination of an employee by a Management official in connection with an investigation (1) if disciplinary action could result, and (2) the employee requests representation.

If a Union representative is not available, the employee will be given a reasonable amount of time to obtain representation.

Employees requested to reply to proposed disciplinary actions will be informed of their right to have present a Union representative or representative of their choosing if the employee so desires.

ARTICLE 7

CLASSIFICATION AND POSITION DESCRIPTION

SECTION 1 - CLASSIFICATION:

An employee may request a review of his/her classification in terms of title, series, grade or description with his/her supervisor. Such a request must be presented orally or in writing to the supervisor. If the review does not settle the matter, the employee may request a review through the D.C. Office of Personnel, using the District Personnel procedures.

Any appeal of a classification action shall be processed exclusively in accordance with the grievance procedure outlined in the District Personnel Manual.

SECTION 2 - POSITION DESCRIPTIONS:

Employees shall be furnished a copy of the description of the position to which assigned at the time of the assignment or upon request. An employee detailed or reassigned to an established position shall be given a position description at the time of assignment. An employee detailed to an unestablished position shall be furnished with statements of duties at the time of assignment to the detail.

SECTION 3:

If the Union is representing an employee or group of employees and needs a position description to facilitate the representation, the Union may request a copy(ies) of the position description(s) from the D.C. Office of Personnel. All requests must be submitted in writing, identifying the name(s), series, and grade(s) of position(s) requested.

SECTION 4:

The Union will be given the opportunity to review and consult on substantial changes in job descriptions prior to implementation.

SECTION 5:

When changes are made to a position description, the affected employee will be informed, prior to implementation.

SECTION 6:

When the phrase "other duties as assigned" is used in a position description, the phrase shall mean the employee(s) may be

assigned to other duties related to those listed in the position description.

SECTION 7:

The principle of equal pay for equal work will be supported in accordance with the provisions of D.C. Code Section 1-612.1 and applicable D.C. Personnel regulations and instructions.

SECTION 8:

Alleged violations of equal pay for equal work law shall be handled in accordance with law and procedures of the District Personnel Manual.

ARTICLE 8
MERIT STAFFING

SECTION 1:

The parties agree that merit promotion principles should be applied as prescribed in the DPM.

SECTION 2:

All vacancies in the bargaining unit shall be filled in accordance with the D.C. Office of Personnel Merit Staffing and Employment Plan.

SECTION 3:

The Department agrees that vacancy announcements shall be posted in accordance with Personnel regulations for a period of at least ten (10) workdays prior to the expiration date throughout the Department. If such announcements are limited to Department only, they may be posted five (5) working 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, when issued.

SECTION 4:

All vacancy announcements will contain appropriate information specific to the position advertised.

SECTION 5:

When there are more than ten (10) qualified applicants for a position, and qualified applicants are excluded from the certificate, the Union shall be notified, and if requested, a rating panel shall be convened.

SECTION 6:

When a rating panel is convened for positions in the bargaining unit, the Union may send one (1) representative. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the District's Merit Staffing Plan. Such Union representative must meet qualifications for panel membership as required by the District Merit Staffing Plan.

↳ grade must be equal to or greater than.

SECTION 7:

The Department agrees to notify the Union at least five (5) working days prior to the convening of the rating panel. The Union agrees to furnish the name of the Union representative appointed to the panel. Such Union representative must meet all conditional qualifications for panel membership as required by the D.C. Office of Personnel's Merit Staffing Plan.

SECTION 8:

Employees wishing to be considered for the vacancy(ies) will apply in writing to the appropriate Personnel Office.

SECTION 9:

Applicants will be evaluated based on established guidelines, and a list of best qualified candidates will be referred to the selecting official. If one candidate on the best qualified list is interviewed for the position, all candidates on the list shall be interviewed.

SECTION 10:

All applicants will be notified by the D.C. Office of Personnel of the action taken on their applications.

SECTION 11:

No employee may grieve non-selection unless there has been a procedural violation of the Merit Staffing and Employment Plan, as cited in this Article. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

SECTION 12:

In accordance with the Merit Staffing Plan, an employee is entitled to request the following information from the Personnel Office concerning any position for which he/she has applied pursuant to specific Merit Staffing announcement:

a. Any record of performance or supervisory evaluation not submitted by the candidate which was used in considering him or her for selection;

b. Whether he or she was found eligible on the basis of minimum qualifications;

c. The name of the individual selected; and

d. His or her categorical ranking. → just the ranking not the score

Such requests must meet the criteria set forth in the Merit Staffing Plan.

SECTION 13:

Prior to the hiring or transfer of employees into specially funded term positions, the D.C. Office of Personnel will adequately explain all employment and funding contingencies of the position and will document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 9
CAREER LADDER

SECTION 1:

A career ladder is a series of positions in the same line of work with increase in difficulty from the entrance level to the level established as full performance. Employees may be promoted without further competition until reaching the full performance level when competition was held at an earlier stage. Management and the Union agree that career ladder promotion will be made only when:

1. Recommended by the appropriate supervisor;

2. The Employee meets the appropriate minimum qualifications, including selective factors. For example:

   a. Time in grade requirement,

b. Demonstrated potential for the skill involved,

c. Demonstrated to the satisfaction of the supervisor, the ability to perform at the next higher level.

SECTION 2:

An employee may receive successive career promotions until he/she reaches the full performance level in a career ladder after meeting the qualifications requirements for each level. At grades above the journeyman level, positions are filled under competitive promotion procedures.

SECTION 3:

An employee in a trainee position may receive a career promotion upon satisfactory completion of the training period.

SECTION 4:

An employee who is an apprentice in a recognized trade or craft may receive career promotions through the various phases of is/her apprentice program, up to and including assignment to a ourneyman position.

ARTICLE 10
DETAILS AND TEMPORARY PROMOTIONS

SECTION 1 - DETAILS:

A. 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.

B. Details shall not be made as a means of retaliation or discipline. Nothing in this Agreement prevents the Department from detailing an employee to maintain and preserve the efficiency of the service or the health, safety or welfare of the Department.

C. Details may be rotated among qualified employees.

D. Details may 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, among other things, abnormal work loads, changes in mission or organization, unanticipated absence, or to complete special projects.

E. Employees will be detailed to lateral positions in accordance with the time limits provided in the DPM.

F. Employees detailed to work in a higher graded position shall be entitled to the pay associated with that position after undertaking the duties of the higher grade for a period of ninety (90) consecutive days. Therefore, beginning on the ninety-first (91st) day, the employee is entitled to acting pay as long as he/she remains in the detail.

G. A record of all employee details or assignments to higher-graded positions in excess of thirty (30) working days shall be documented and placed in his/her personnel file. Notification of a detail or assignment shall be given to the affected employee as soon as practicable prior to the proposed detail.

H. Any employee covered by this Agreement shall not forfeit any benefits to which otherwise entitled under this Agreement while on detail or assignment to another activity, provided, however, such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

I. Employees on detail to a lower-graded position shall maintain the pay of his/her incumbent position.

SECTION 2 - TEMPORARY PROMOTIONS:

A. 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.

B. Except in emergency circumstances, advance notice shall be given to the Union of temporary promotions of the Local Officers and Stewards. The notification shall include the position, title, grade, effective date, and location.

C. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.

D. A temporary promotion of more than 120 days shall be made in accordance with merit promotion procedures.

ARTICLE 11
SPECIALLY FUNDED POSITIONS

The Employer agrees, prior to the hiring or transfer of employees into specially funded positions, to adequately explain all employment and funding contingencies of the position and to

document such employment and funding contingencies on the Personnel Action Form 1 and provide a copy to the employee.

ARTICLE 12
TEMPORARY AND TERM EMPLOYEES

SECTION 1:

Subject to fund availability, Agency needs and in keeping with the Comprehensive Merit Personnel Act (CMPA) and governing regulations, term or temporary positions may be converted to permanent positions.

SECTION 2:

Employees appointed non-competitively to such term or temporary positions who have performed at a satisfactory level shall be given the opportunity to apply for permanent status under the provisions of the CMPA and governing regulations should such positions be converted to permanent.

SECTION 3:

Employees appointed competitively to such term or temporary positions who have performed at a satisfactory level may be converted to permanent status without further competition, provided that the position vacancy announcement from which the employee was selected so stated.

ARTICLE 13
REASSIGNMENTS

SECTION 1:

Requests for reassignments may be made by an employee. Employees requesting reassignment 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. The supervisor will respond to the written request in writing within fifteen (15) days. The notification periods in Sections 2 and 3 below will not apply to reassignments made pursuant to request.

SECTION 2:

If an employee is reassigned, he/she will be given advance notice of the reassignment except in cases of shortage or emergencies. If a reassignment involves relocation to a different facility or building, seven (7) working days advance notice will be

given to the employee, unless an emergency situation necessitates the reassignment. When an employee is reassigned, a personnel action will be prepared to initiate the action.

SECTION 3:

If a reassignment or relocation of a Union representative is planned, the Union President will be given a ten (10) day advance written notice provided that the Department has been notified that the employee listed is an authorized Union representative prior to reassignment.

ARTICLE 14
PERFORMANCE EVALUATION

The present system used to evaluate performance will continue in use until such time as the performance rating plan described in Title XIV of the CMPA is established.

1. Each Department shall ensure that each employee's supervisor discusses performance with him or her, employees shall be commended for good work and counseled where improvement is necessary; this shall be done in the course of day-to-day activities as the supervisor observes the employee's performance.

2. When the annual performance appraisal is issued by the immediate supervisor, a conference shall be held. The performance appraisal rating shall make allowances for job related factors beyond the control of the employee, mutually agreed to by the employee and the supervisor, which may have caused him or her not to have achieved a specific level of performance. Performance evaluations shall not be carried out in a retaliatory manner. At such conference, the supervisor will discuss the rating with the employee and describe how the employee can receive a higher rating.

3. Supervisors shall not ask employees and an employee shall not be required to sign incomplete or blank forms. Any alterations, changes, corrections, modifications, deletions or additions shall require the initials of the employee being rated. The employee shall, upon signing, receive a copy of the appraisal and be advised in writing of his/her appeal rights.

4. If an employee disagrees with his/her rating, then the employee may exercise his/her rights under relevant provisions of the DPM.

5. Employees who are alleged to be working at an unsatisfactory level will be given an opportunity to improve performance for a period of at least ninety (90) days. The employee and supervisor will develop a work plan that will enable the employee to improve his/her deficiencies.

ARTICLE 15
TRAINING AND UPWARD MOBILITY

The Employer and the Union recognize the need for cooperation in the areas of employee training and upward mobility.

SECTION 1 - INFORMATION:

The Department will assist employees in implementing individual career development plans by publicizing training programs and current training opportunities.

SECTION 2:

When information on training is received the Department agrees to post such information on bulletin boards.

SECTION 3 - RECORDS:

A record of satisfactorily completed training courses may be filed by each employee in his/her Official Personnel File.

SECTION 4 - IN-HOUSE TRAINING:

Training which is authorized and approved by the Department under the terms of this Agreement shall be conducted during duty hours where practicable. This does not apply to reading assignments given as part of training. The Department reserves the right to schedule training sessions. Multiple training sessions will not be scheduled to accommodate all duty hours. Nothing in this Article prevents an employee from choosing to participate in a training program on his/her own time. Shift employees shall not lose any monies because of training in accordance with the District Personnel Manual, Chapters 12 and 13.

SECTION 5 - MANDATORY TRAINING:

When the Department introduces new equipment into the work site which impacts upon the position and/or duties of an employee in the bargaining unit, the Department will provide necessary training.

SECTION 6 - OPTIONAL TRAINING:

a. Bargaining unit employees will be given an opportunity to apply for and participate in appropriate training and educational programs. Requests for training and educational opportunities shall be processed timely.

b. Employees shall be notified in timely manner of their selection or non-selection for a training or educational opportunity for which they applied or were nominated. In cases where a training request or nomination has been denied, the employees may request and receive an explanation for the denial.

SECTION 7:

Subject to availability of training and educational funds, the Department may pay or help pay tuition for approved training offered outside of the Department.

SECTION 8 - LABOR REPRESENTATIVE TRAINING:

The Department agrees that administrative leave, not to include travel or per diem, may be granted to an employee representative to attend training approved by the Office of Labor Relations and Collective Bargaining (OLRCB), which is designed to advise representatives on matters of mutual concern to the Department and Union within the scope of the Comprehensive Merit Personnel Act (CMPA).

ARTICLE 16
CONTRACTING OUT/PRIVATIZATION

SECTION 1:

The parties agree that, the decision to contract but is a Management Right pursuant to applicable laws, regulations and policies.

SECTION 2:

It is agreed that issues regarding contracting out or privatization, are appropriate for Labor/Management meetings. The Department agrees to discuss such issues, as well as alternatives to contracting out or privatization (existing and future work) with the Union. The Employer agrees to consider existing resources, to consult with the Union, and further agrees to consider the views, recommendations, and suggestions offered by the Union. When requested by either party, Union proposals and Agency responses will be reduced to writing.

SECTION 3:

The Employer agrees to give the Union at least thirty (30) days advance notice, except in emergency situations, of the intent to contract out work which has not previously been contracted out.

SECTION 4:

The Employer agrees to notify the Union at least sixty (60) days in advance of any contracting out actions which may displace any bargaining unit employees. The Employer agrees to minimize displacement actions by reassigning, retraining, restricting hiring, and taking other actions necessary to retain bargaining unit employees consistent with applicable laws and regulations.

SECTION 5:

When requested, the Employer agrees to provide the Union with current information on contracts within the Agency.

ARTICLE 17
REORGANIZATION OR REALIGNMENT

SECTION 1:

Reorganization is defined as that action which results in the transfer of, consolidation of, abolition of, or authorization with respect to functions and hierarchy, between or among agencies, and which affects the structure or structures thereof; which reorganization is subject to adoption by legislative action, including consideration of the District of Columbia Council in accordance with the Government Reorganization Procedures Act of 1981, Sections 4-1-299.1 through 1-299.7, D.C. Code (1981).

SECTION 2:

Realignment is defined as a change in the internal structure or functions of the Agency which affects a substantial number of employees in the bargaining unit but which does not constitute a reorganization.

SECTION 3:

At least thirty (30) days prior to a Department's effecting a reorganization, the Department shall notify the Union in writing and shall provide the following information:

a. A description of the purpose and nature of the changes;

b. Organizational chart(s) existing and proposed;

c. Mission and function statements existing and proposed;

d. Staffing patterns existing and proposed; and,

e. Any relevant information deemed necessary for consultation.

SECTION 4:

When a realignment occurs, the Director or his/her designee shall confer with the Union and provide the relevant information deemed necessary prior to the action.

SECTION 5:

Within ten (10) working days after written notice to the Union of the Department's intent to effect a reorganization, the Director or his/her Designee shall arrange to confer with the Union prior to the implementation of the reorganization.

ARTICLE 18
REDUCTION IN FORCE (RIF)/FURLOUGHS

SECTION 1:

The Employer agrees to explore and consider possible alternatives prior to implementing a RIF/Furlough. When RIFs/Furloughs are under consideration the Union shall be notified and when possible given thirty (30) days to offer alternatives for further consideration. The City shall notify the Union of all alternatives considered, whether they have been accepted or rejected and on what basis.

SECTION 2:

The Employer agrees to immediately notify the Union in writing of the Mayor's intent to approve the conducting of a RIF/Furlough. Such notice shall be prior to a general notice to employees and will include:

a. The reason for the action to be taken;

b. The approximate number of employees who may be affected initially;

c. The types of positions anticipated to be affected initially; and

d. The anticipated effective date.

SECTION 3:

A. The Employer further agrees to minimize the effect on bargaining unit employees to whatever extent possible through reassignment, retraining, or restructuring recruitment and any other means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.

B. Priority re-employment rights will be afforded to employees separated through reduction in fore, prior to filling vacant positions of the same or similar job classifications, (except when the Employer fills positions through in-service placement action) in accordance with the District Personnel Manual (DPM).

SECTION 4:

Once a RIF/Furlough is announced, employees will be granted time to update their personnel folders and provide any other information necessary for retention registers. The Employer will provide a memorandum to all employees instructing them to this and notifying them of what type of information should be provided to personnel.

SECTION 5:

Upon request, the Union shall be provided reports on positions filled by priority reemployment and any other positions filled.

SECTION 6:

The Unions shall be provided a copy of the relevant retention register. Prior to the effective date of a RIF, the Union shall at its option, meet with Management to resolves issues which may impact an bargaining unit employee. The Union in accordance with the collective bargaining agreement shall have the right to file grievances on unresolved issues.

SECTION 7:

The Employer shall implement 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.

SECTION 8:

Furlough days will not effect holiday pay or overtime pay.

SECTION 9:

The Agency and Union shall bargain on the impact of furloughs and RIF's.

SECTION 10:

Any alleged violation(s) of this Article and/or RIF procedures may be grieved in accordance with the negotiated Grievance Procedure or may be appealed to the Office of Employee Appeals (OEA).

SECTION 11:

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

ARTICLE 19
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1:

Management and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, national origin, or other criteria prohibited and, to promote the full realization of equal opportunity through positive and continuing efforts. Complaints of discrimination are not subject to the grievance procedure and must be processed in accordance with the Equal Employment Opportunity Rules governing complaints of discrimination in the District of Columbia Government, 31 DCR 56. All employees shall be provided these rules.

SECTION 2:

Through the procedures established for Union-Management cooperation each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through personnel management procedures and programs provided in the Agreement and in the Employer's rules and regulations.

SECTION 3:

Management agrees to promote the Affirmative Action Program ensuring that:

A. All personnel actions and employment practices are based on merit and fair and equitable treatment; and,

B. Any complaints of, or known discriminatory personnel management policy, procedure or practice, shall be given prompt and fair consideration and corrected where found.

SECTION 4:

Upon request, the Employer shall provide the Local Presidents with a copy of the Affirmative Action Plan.

SECTION 5:

The Employer agrees that the Union may submit names of Employees for consideration for appointment as an EEO Counselor. The Union shall be promptly notified in writing of the name and telephone number of the EEO Counselor.

SECTION 6:

The name and telephone number of the EEO Counselor shall be posted on all bulletin boards.

SECTION 7:

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

SECTION 8:

Employees alleging discrimination or sexual harassment shall contact the Department's EEO Counselor for assistance in processing such complaints. EEO complaints are not grievable under the collective bargaining agreement.

ARTICLE 20
CONSULTATION AND COUNSELING

SECTION 1:

The parties recognize that alcoholism, drug abuse and emotional illness or other personal problems may cause excessive absenteeism, disruptive behavior, or directly affect an employee's

job performance. As such, the Department shall make best efforts to assist employees experiencing these conditions by referring them to the appropriate District Government counseling or treatment program.

SECTION 2:

Prior to initiation of discipline, employees accepting a referral will be provided reasonable time to improve work performance and/or attendance, provided, however, that the employee adheres to the requirements of the service or program and the employee's work performance and/or attendance satisfactorily improves.

SECTION 3:

If the employee refuses to seek counseling and/or there is not an adequate improvement in work performance and/or attendance, as determined by the supervisor, disciplinary action or appropriate administrative action may be taken by the Department.

SECTION 4:

The Department may grant excused leave, in accordance with the DPM (i.e., annual leave, sick leave, advanced sick leave, or leave without pay), to an employee who accepts referral for the time he/she participates in a program. Such leave must be requested in advance.

SECTION 5:

To the extent available, the Department will post a notice describing the D.C. Government consultation or treatment program.

SECTION 6:

With respect to any programs or counseling attended by employees pursuant to this Article, the employee shall sign a release of information form to provide the Department or supervisor with information on the employee's attendance and adherence to the program or service.

SECTION 7:

Management reserves its right to take disciplinary action against employees. In appropriate cases, when an employee accepts a referral, Management will give due consideration to an employee's satisfactory attendance and/or conduct and/or improved job performance prior to initiating disciplinary action. Due consideration will be given to the recovery process. Management may also verify an employee's participation in a program or service prior to initiating disciplinary action.

ARTICLE 21
LEAVE ADMINISTRATION

SECTION 1 - APPLICATION OF LEAVE:

Any request for a leave of absence shall be submitted in writing on SF-71 by the employee to his immediate supervisor. The request shall state the type of leave requested and the length of time off the employee desires.

Any employee's request for immediate sick leave due to family sickness or death shall be answered immediately.

An advance request for a short leave of absence, not to exceed three (3) days shall be answered as soon as possible, or no later than twenty-four (24) hours after the request is submitted.

Any advance request for a leave of absence exceeding two (2) weeks shall be answered within five (5) days, except for scheduled vacations, as provided for elsewhere in this Agreement. If the request is disapproved, the supervisor shall return the SF-71 with the reasons for the disapproval indicated.

Employees shall be returned to the same grade and classification they held at the time the leave of absence was granted. However, if an employee is returning from an excused leave for educational purposes during which he/she has acquired the qualifications for a higher rated position, he/she shall not have lost any of his/her rights in being evaluated for a higher graded position.

SECTION 2 - CALL IN TIME

A. The Employer agrees that the request for leave shall not be unreasonably denied. However, the Union and employees recognize that workload and scheduling considerations will not always allow the grant of previously unscheduled leave requests. Employees are required to request leave for illness or emergencies at least one (1) hour before the start of their tour of duty and normally no later than two (2) hours after the normal reporting time.

B. All requests shall be called into the employee's immediate supervisor. If the immediate supervisor is not on duty, or cannot be reached, the employee should call the Ward Office/ Facility Manager's Office. The supervisor receiving the call shall convey the request to the proper supervisor.

SECTION 3 - VACATION SCHEDULES:

The Employer reserves the right to determine the number of

employees in each job category who may be on scheduled annual leave at any given time. Vacation schedules shall be based on employee requests and upon supervisory approval and shall be posted as early in the leave year as possible. Once posted, the schedule may not be changed except by mutual agreement of the parties concerned or in case of emergency. Scheduling conflicts will be resolved first by discussion with employees involved and then based on the needs of the service. When the needs of the service are met, scheduling of leave will be resolved on a first come, first served basis.

SECTION 4 - PAID LEAVE:

A. ANNUAL LEAVE: Employees shall earn annual leave from the date of hire if the appointment is for ninety (90) days or longer. Employees shall be eligible to take vacation (annual leave) as of the first day of employment if the appointment is for ninety (90) days or longer.

Requests to use annual leave shall be submitted by the employee on Standard Form-71, Application for Leave, normally in advance of the date such leave is to commence. Leave may be used for personal business in hourly amounts.

1. Accumulation: Annual leave will be earned as follows: (Based on full-time employment in a pay status)

   a. Less than three years service - 1/2 day each pay period.

   b. More than three years service - 3/4 day each pay period.

   c. More than fifteen years service - 1 day each pay period.

2. Annual leave may be accrued, however no more than 30 days annual leave may be carried forward into the next leave year unless any of the following conditions are met:

   a. to correct an Administrative error;

   b. when annual leave was scheduled in advance but its use denied because of exigencies of the public business; or,

   c. when the annual leave was scheduled in advance but its use was precluded because of illness or injury.

   If at the end of any leave year an employee has annual leave in excess of the normal permissible carry over because of one or more of the above reasons, he/she shall not forfeit the excess. All restored annual leave

must be taken within two (2) years from the date of restoration. It is understood that all decisions relating to this matter are in the authority of the Office of Financial Management, D.C. Controller.

Employees shall receive a lump sum payment for all annual leave not used upon resignation, retirement or separation.

B. SICK LEAVE:

1. Call in and reporting time for request for emergency annual or sick leave shall be specified in the Article "Call In Time" of this Agreement.

2. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certificate.

3. Sick leave shall be granted to employees incapacitated by illness, for appointments with physicians, dentists, diagnostic examinations, x-rays or for any other purposes set forth in DPM Chapter 12. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental or optical treatment.

4(a) In accordance with Chapter 12B of the DPM, an employee may be required to furnish a satisfactory medical certificate to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employees signed statement and Form 71 may be accepted in lieu of the medical certificate if the Supervisor is assured sick leave privileges are not being abused.

(b) Such certificate for shorter periods can be required from employees proven to have abused sick leave privileges.

(c) An ongoing review shall be made of the employee's sick leave record. Once the employee has demonstrated an improvement in this use of sick leave, a notice rescinding the medical certification requirement shall be issued to the employee.

5. Employee shall start to earn sick leave from their date of hire, at the rate of one-half day each bi-weekly pay period, and shall accumulate sick leave as long as they are in the service of the Employer in a pay status.

6. Employees shall be credited unused sick leave by having such leave counted as time in service for retirement purposes. Sick leave for employees who terminate employment

other than by retirement shall remain to their credit for three (3) years.

C. MILITARY LEAVE:

Military leave shall be granted in accordance with Title XII of the Comprehensive Merit Personnel Act, D.C. Law 2-139.

D. COURT LEAVE:

Employees shall be granted leave of absence with pay any time they are required to report for jury duty or to appear as a witness on behalf of the District Government or the U.S. Government.

If an employee testifies in a non-official capacity on behalf of a private party, thereby having to take annual leave or leave without pay, he/she is entitled to the usual fees and expenses related to such witness service as provided by Court.

E. VOTING AND REGISTRATION:

Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work, he/she may be granted an amount of excused leave which will permit him/her to report for work three (3) hours after the pools open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

F. FUNERAL LEAVE:

1. Funeral leave not to exceed three (3) work days shall be granted to an employee in connection with the funeral of, or memorial service for his/her immediate relative who died as a result of wounds, disease, or injury incurred while serving as a member of the Armed Forces in a combat zone, without loss of pay, charge to leave or credit for time or service, and without affecting his/her performance or efficiency rating.

2. In the event of a death in the immediate family (parents, sister, brother, spouse, child, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law) of any employee, Annual Leave or LWOP will be granted.

G. OTHER (ADMINISTRATIVE LEAVE):

Duty time (administrative leave) may be granted for other purposes as provided by the DPM, or elsewhere in this Agreement.

SECTION 5 - UNPAID LEAVE:

A. Leave Without Pay (LWOP):

Leave of absence without pay for limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less and on the appropriate Department Form for an absence of more than eighty (80) hours. Reasonable purposes in each case shall be agreed upon by the employee and the Employer.

B. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the employee and the Union, be granted a leave of absence without pay. The initial leave of absence shall not exceed one (1) year. Leave of absence for Union officials may be extended for similar periods. No more than one (1) employee of the bargaining unit shall be on such leave at the same time.

2. Attendance at Union sponsored programs will be on approved annual leave or leave without pay unless Administrative leave has been approved by the Director, D.C. Office of Labor Relations and Collective Bargaining.

C. TRAINING LEAVE:

After completing one (1) year of service, an employee, upon request may be granted a leave of absence for educational purposes. The period of the leave of absence may not exceed one (1) year but it may be extended at the Employer's discretion.

D. MATERNITY/ PATERNITY LEAVE:

Maternity/ Paternity leave before child-birth and following child-birth shall be granted at the request of the employee. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick leave, or leave without pay). Sick leave shall be requested and approved in accordance with Section 3B of this Article.

E. MILITARY FURLOUGH:

An employee who enlists or is ordered to active duty in the Armed Forces can claim restoration rights within ninety (90) days of release from active duty under honorable conditions.

The Department shall restore an eligible employee as soon as possible after he/she applies, but in any case it shall restore him/her within thirty (30) days after it receives his/her application.

ARTICLE 22
USE OF PRIVATE VEHICLES

SECTION 1:

A. To the extent possible, the Department may provide vehicles for the use of employees who need transportation to perform their duties.

B. In the event a vehicle is not available for an employee who needs transportation to perform his/her duties, the employee may use either his/her private vehicle or public transportation.

SECTION 2:

A. Employees who use their personal vehicles in the performance of their duties shall be reimbursed at the rate provided in the Compensation Units 1 and 2 Agreement, consistent with Departmental rules and regulations. The Department shall reimburse employees for the actual cost of public transportation use consistent with Departmental rules and regulations.

B. Employees who use public transportation in the performance of their official duties shall not be adversely affected in the Department's evaluation. An employee's use of public transportation will not be used as an excuse for non-performance of duties.

SECTION 3:

The Department will make available to employees information concerning the procedures for, and the Department's role in the adjudication of parking violations received during the performance of official duties.

SECTION 4:

Employees shall not be required to operate government vehicles that are not properly registered.

SECTION 5:

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.

ARTICLE 23
SAFETY

SECTION 1:

The Employer, the Union and the Employees shall work cooperatively to provide and maintain safe and healthful working conditions.

SECTION 2:

The Employer and the Union will cooperate in keeping each other informed of unhealthy and unsafe conditions in the work place.

SECTION 3:

An employee shall not be required to work in dangerous conditions until such conditions have been removed, remedied, rendered reasonably safe or adequate protection provided for the condition encountered. The Employer agrees that an employee will not be required to operate equipment that he/she is not qualified to operate, which by doing so might endanger himself/herself or other employees. The Employer shall ensure that equipment and work areas are maintained at a level to insure safe working conditions.

SECTION 4:

A. The Employer agrees to furnish the appropriate protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment modifications to existing equipment for consideration by the Employer.

B. Safety and protective equipment that is issued or made available by the Employer shall be worn or utilized, as the case may be, by the employees.

C. The Employer will provide proper eye protection for all employees where duty responsibilities so require.

SECTION 5:

Employees shall report to Management when first aid kits need maintenance. Management shall be responsible for replenishing first aid kits.

SECTION 6:

The Union, the employee and the Employer will make every effort to prevent accidents of any kind. Should accidents occur,

however, a primary consideration will be the welfare of the injured personnel.

SECTION 7:

When it becomes known that an accident has resulted in a work injury, the Employer agrees to notify a Union representative promptly, and provide the injured employee with the proper Workmans Compensation forms/information, including but not limited to the workers hotline within 72 hours.

SECTION 8:

Transportation shall be provided if needed, to the nearest health facilities in the event of an injury requiring emergency medical treatment beyond immediate first aid.

SECTION 9:

The Employer is committed to providing safety training. Such safety training, (e.g., CPR and other first aid techniques) shall be provided to Union and Management volunteers by the Employer within six (6) months after the effective date of this Agreement. This training will be scheduled by the Employer in conjunction with each safety committee covered by this Agreement.

SECTION 10:

The Employer will provide upon request, the manufacturer's material safety data sheet concerning chemicals used at the Employer's facilities to the Union.

SECTION 11:

The Employer agrees to maintain clean and sanitary locker and lunch rooms and other related personal facilities. Employees are responsible for leaving such facilities in an orderly condition.

SECTION 12:

No employee will be required to perform duties involving hazards without first receiving sufficient training concerning the hazards, proper work methods, and the protective measurers and equipment to be used.

SECTION 13:

In the event of excessive temperatures or equipment failure, employees shall be reassigned or released.

Excessive temperatures are listed her for informational

purposes:

85 degrees Fahrenheit - 50% humidity (minimum)
86 degrees Fahrenheit - 47% humidity
87 degrees Fahrenheit - 45% humidity
88 degrees Fahrenheit - 42% humidity
89 degrees Fahrenheit - 40% humidity
90 degrees Fahrenheit - 37% humidity.

Any temperature above 95 degrees Fahrenheit during extremely cold weather conditions, the Employer agrees that affected employees, working inside building will be dismissed or relocated when the temperature in a particular building is below 65 degrees Fahrenheit.

Employees who are required to work outside shall not be required to perform those duties during period of severe inclemency.

SECTION 14:

A safety committee of three (3) representatives from the Union nd three (3) representatives from Management, one (1) of whom hall be the Agency Safety Officer, will be established in the gency. One (1) Management and one (1) Union representative shall serve as co-chairpersons. The Committee will:

A. Meet once a month, or at the call of either co-chairperson to review special conditions which may develop.

B. Conduct safety surveys and make joint recommendations to the appropriate administrator, through the safety officer. Final reports from the appropriate administrator shall be provided to the Safety Committee within a reasonable period on all matters initiated by the Committee.

C. Coordinate the development and conduct of appropriate health and safety training programs. All training must be coordinated with the Office of Administration and Management.

D. Consult with, and render assistance to the Agency safety officer upon request.

SECTION 15:

The Employer and the Union mutually recognize the need for protection of employees from assault and intimidation and will work cooperatively to obtain appropriate protective measures in this regard.

SECTION 16:

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

SECTION 17:

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

SECTION 18:

A. The Employer shall provide full yearly physical examinations to all employees upon request of the employee, who because of the nature of their work may be exposed to biological or man made health risks.

B. The Employer shall provide full yearly physical, hearing and optical examinations to all employees, who because of the nature of their work may suffer physical or optical damage.

C. The examinations in A and B above shall be on official time and at no cost to the employee.

SECTION 19:

The Employer will institute measures to control the spread of occupationally acquired infectious diseases. The Employer will consider all patients and clients as potentially infected and will rigorously apply infection control precautions to minimize the risk of exposure to blood and body fluids of all clients and patients. Rubber gloves and other appropriate equipment will be provided to all employees who may be subject to exposure.

ARTICLE 24
CORRECTIVE AND ADVERSE ACTION

SECTION 1:

1. Corrective and Adverse Actions, as defined in Personnel regulations, may be imposed on employees only for cause, in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA) D.C. Law 2-139, as amended and the DPM.

2. Corrective and Adverse Actions will be appropriate to the circumstances, with due regard to the principles of progressive discipline in accordance with Chapter 16 of the DPM.

3. Employees may either grieve these actions through the negotiated grievance procedure or appeal them to the Office of Employee Appeals (OEA), but not both. Employees shall select either of these procedures in writing and once the selection is made, it cannot be changed. Adverse Action grievances shall be filed in accordance with Article 16, Section 5.

SECTION 2:

1. It is understood that correction and discipline by supervisors will be done in accordance with the circumstances so as not to subject the employee to unnecessary embarrassment, i.e., privacy.

2. An employee and the Union shall be notified in writing of any proposed disciplinary or adverse action within forty-five (45) days, no including Saturdays, Sundays, or legal holidays, after the date that the Employer knew or should have known of the act or occurence.

   In the even that the act or occurence allegedly constituting cause for discipline is the subject of an ongoing criminal investigation, the 45-day limit imposed by the previous paragraph of this section shall be tolled until the conclusion of the criminal investigation.

   The failure of the Employer to issue such notice shall preclude the discipline pursuant to the law.

   Employees are also entitled to a written final decision of the proposed action within 45 calender days of the date charges are preferred against the employee, except that in the event there is an ongoing criminal prosecution.

3. Employees requested to reply during investigative or proposal stages of a disciplinary action shall be informed of their right to have a Union representative present.

4. Employees shall not be required to write or sign incident statements in regard to possible disciplinary actions.

5. Employees shall be given a copy of the Report of Findings Determination made by the disinterested designee at the time of its issuance.

6. The removal of an employee during his/her probationary period is not grievable and shall be done in accordance with the DPM.

ARTICLE 25
HOLIDAYS

The District of Columbia Government Comprehensive Merit Personnel Act (CMPA) and the District Personnel regulations prescribe the procedures for legal public holidays for employees of the District Government.

1. As stipulated in D.C. Code, §1-613.2(a) (1987 Repl.), the following days are legal public holidays for employees of the District Government:

a. New Year's Day, January 1;

b. Dr. Martin Luther King, Jr.'s Birthday, the third Monday in January;

c. President's Day, the third Monday in February;

d. Memorial Day, the last Monday in May;

e. Independence Day, July 4;

f. Labor Day, the first Monday in September;

g. Columbus Day, the second Monday in October;

h. Veteran's Day, November 11;

i. Thanksgiving Day, the fourth Thursday in November; and,

j. Christmas Day, December 25.

2. January 20th of each 4th year starting in 1981, Inauguration Day, is a legal public holiday for the purpose of pay and leave of employees scheduled to work on that day. When January 20th of any 4th year falls on Sunday, the next succeeding day selected for public observance of the Inauguration of the President is a legal public holiday.

ARTICLE 26
IMPROVED BENEFITS

Any future legislation, ordinance, or order of the D.C. Government which improves the benefits now received by employees covered by this Contract automatically will be applied to such employees.

ARTICLE 27
PERSONNEL ISSUES

SECTION 1:

The Department, through the D.C. Office of Personnel, will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers. Further, to the extent training is available, the Department, in conjunction with the DCOP, shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted on appropriate bulletin boards.

SECTION 2:

The Department agrees that employees shall be directed to the appropriate Office of Personnel for such questions as: retirement, death benefits and disability compensation.

ARTICLE 28
SUPPLEMENTAL NEGOTIATIONS

SECTION 1:

Each of the Local's listed in Article One (1) of this Agreement is free to negotiate supplement agreements on working conditions not covered by this Agreement.

SECTION 2:

Any such supplemental agreement may include subjects such as, transfer of facility; uniforms; transportation of clients; etc.

SECTION 3:

Any such supplemental agreement shall be incorporated by reference in this Agreement and shall be enforced by Article 36 of this Agreement.

ARTICLE 29
WORK ON HOLIDAYS

SECTION 1:

In accordance with the DPM Chapter 12, for full-time employees whose basic workweek is Monday through Friday, if a legal holiday occurs on Saturday, the Friday immediately before is a legal public holiday and if a legal holiday occurs on Sunday, the Monday immediately following is a legal public holiday.

SECTION 2:

In accordance with the DPM Chapter 12, when a holiday falls on a regular weekly nonworkday of an employee whose basic workweek is other than Monday through Friday, the workday immediately before that regular weekly nonworkday is a legal public holiday for the employee.

The DPM issuance regarding the holiday schedule for the calendar year will be posted on the employee bulletin boards.

SECTION 3:

Except for emergency operations or continuous or shift operations, any necessary work performed on a holiday may be performed by qualified volunteers. If there are insufficient qualified volunteers to perform the work, the Department reserves the right to require employees to work on holidays.

ARTICLE 30
GRIEVANCE PROCEDURE

SECTION 1 - PURPOSE:

A. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Grievances may be settled informally at any step of the process. Therefore, the parties or their authorized representatives have the authority to settle a grievance at any stage of the grievance procedure.

B. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved party(ies) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an

employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and the Union representative to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

C. All time limits may be extended by mutual consent.

SECTION 2 - SCOPE:

A grievance is any alleged violation of this Agreement or applicable provision of the Compensation Agreement, or any misapplication or misinterpretation of Personnel rules, regulations or statutes that affect terms and conditions of employment. It is agreed that EEO complaints shall not be grievable.

SECTION 3 - PRESENTATION OF GRIEVANCES:

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

B. Grievances not responded to by Management in a timely manner may be advanced to the next level by the Union.

C. Categories of Grievances:

1. PERSONAL - A grievance of a personal nature requires the consent of the aggrieved employee at Step 2 of this procedure even if the Grievant is represented by his/her Union. In the case of an individual Grievant proceeding without Union representation, the Union must be given an opportunity to be present and offer its views at any meeting held to adjust the grievance.

2. GROUP - A grievance involving a number of employees in the unit may be filed at whatever step resolution is possible.

3. UNION/CLASS - A grievance involving employees in the bargaining unit may be filed and signed by the Union President or designee directly at Step 3 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to bargaining unit employees. A class grievance must contain all information specified in Section 4 of the grievance procedure and the Administrator or his/her designee shall respond in writing within twenty-one (21) working days of receipt.

SECTION 4 - PROCEDURAL STEPS/PERSONAL AND GROUP GRIEVANCES:

A. STEP 1:

Grievances (except Adverse Action and Union/Class) shall first be taken up orally or in writing by the concerned employee or Union representative with the appropriate Employer representative in an attempt to settle the matter. Grievances must be presented within twenty (20) work days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the term of this Agreement, the Union shall have an observer present. The Employer representative shall communicate the decision within ten (10) working days from the presentation of the grievance. The Employer shall present a written response when the grievance is presented in writing and an oral response when the case is presented orally.

B. STEP 2:

If the matter is not satisfactorily settled at Step 1 of the presentation of grievance, the employee(s) or the Union representative may, within ten (10) working days, submit the matter in writing to the next level Employer representative. The Employer representative will meet with the Union representative and the aggrieved employee(s) within five (5) working days after receipt of the grievance. The Employer representative shall give the employee(s) and the Union her/his written response within five (5) working days after the meeting.

The grievance at this and at every further step shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated.

2. The date(s) on which the alleged violation occurred.

3. A brief description of how the alleged violation occurred.

4. The specific remedy or adjustment sought.

5. Authorization by the employee if Union representation is desired.

Should the grievance not contain the required information, the Grievant or Union representative shall be so notified and given fifteen (15) working days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the fifteen (15) day period shall void the grievance.

C. STEP 3:

If the grievance is not settled at Step 2, the employee(s) or the Union may within ten (10) working days forward the grievance to the Department Head for further consideration. The Department Head will review the grievance, consult with the employee(s) and the Union, and give the employee(s) and the Union his/her written answer within ten (10) working days after receipt of the grievance.

D. STEP 4:

If the grievance is not satisfactorily settled at Step 3, the Union may refer the matter to arbitration.

SECTION 5 - ADVERSE ACTION GRIEVANCES:

A. STEP 1:

A grievance which involves an adverse action, a removal or reduction in grade based on unacceptable performance shall be presented in writing by the concerned employee and the Union representative with the Agency Head within forty-five (45) calendar days of the final notice of action. The Employer will have fifteen (15) working days in which to answer the complaint in writing.

B. STEP 2:

If the matter is not satisfactorily settled at Step 4, the Union can invoke arbitration within twenty (20) working days of receipt of the Employer's decision at the Step 4 level.

The Union may, prior to the implementation of the penalty, request that the deciding official consider delay of the implementation of the decision pending the outcome of the arbitration. The Union and Management agree that such arbitrations will be scheduled and heard within 30 days after the Agency Head's decision to delay implementation. A withdrawal of the arbitration or delay in scheduling of such arbitration by the Union will result in the immediate implementation of the penalty. If the Agency Head denies the request to consider the delay of the implementation of the penalty, then Steps 1 and 2 of this Section shall apply.

SECTION 6 - UNION/CLASS GRIEVANCES:

STEP 1: The Employer and the Local President or his/her designee will meet within five (5) working days after receipt of the grievance to discuss the grievance.

STEP 2: The Department Head shall give the Local President his/her written response within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude

ther party from attempting to settle such grievances informally at the appropriate level.

SECTION 7 - ARBITRATION:

A. SELECTION OF AN ARBITRATOR: The parties agree that a panel of arbitrators will be selected by the parties within thirty (30) working days of the signing of this Agreement to hear arbitrations. The panel will consist of seven (7) arbitrators who will be selected alternately to hear cases.

B. A committee of Union representatives and Management officials that are party to this agreement will meet quarterly to review the status of grievances, the selection of arbitrators and other issues related to this grievance procedure.

C. When mutually agreed by both parties, the following expedited arbitration procedures shall be used:

1. The arbitration will be held within thirty (30) working days of the request to arbitrate.

2. There shall be no stenographic record of the proceedings.

3. The hearing shall be conducted by the Arbitrator in whatever manner that will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make appropriate minutes of the proceedings. Normally, the hearing shall be completed within one (1) day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven (7) days.

4. There shall be no posthearing briefs.

5. Time of Award - The award shall be rendered promptly by the Arbitrator and unless otherwise agreed by the parties, no later than seven (7) days from the date of the closing of the hearing.

6. Form of Award - The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

D. The parties agree that arbitrations not heard under the expedited arbitration procedure will be scheduled and heard within ninety (90) days unless the parties mutually agree to extend the time limits.

SECTION 8 - GENERAL:

1. Witnesses shall be sequestered upon request of either party.

2. If either party desires a verbatim record of the proceedings, it may order such record. The party desiring the record shall make the record available to the other party and pay full costs of the transcript. Upon mutual agreement, the expenses may be shared.

3. The parties shall request that the arbitration award be in writing and set forth the Arbitrator's findings, reasoning and conclusions, within thirty (30) days after the conclusion of the hearing. Time limits may be extended by mutual agreement except in the case of expedited arbitrations.

4. The Arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement through the award.

5. The Arbitrator's award shall be binding upon both parties. Nothing in this Section prevents either party from appealing an award pursuant to the negotiated grievance procedure, in accordance with D.C. Code §1-605.2. Either party may submit the award for reconsideration by filing an Arbitration Review Request with the Public Employee Relations Board (PERB) within the time prescribed by law and regulation. Whenever an Arbitrator's decision is appealed, the decision shall remain in effect pending the outcome of the appeal process.

6. A statement of the Arbitrator's fee and expenses shall accompany the award. The fee and expense of the Arbitrator shall be born by the losing party. In cases where it is unclear whether or not a party has lost the case, the Arbitrator will make the determination.

7. Any dispute over the application of an Arbitrator's award, the Arbitrator shall retain jurisdiction.

SECTION 9 - APPEAL AND GRIEVANCE OPTIONS:

An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both.

For the purpose of this Section and employee shall be deemed to have exercised his/her option under this Section when the employee files a notice of appeal under the appellate procedure or files a grievance in writing under the negotiated grievance procedure.

SECTION 10 - QUESTIONS OR GRIEVABILITY:

In the event either party should assert a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Any dispute of grievability or arbitrability shall be referred to arbitration as a threshold issue(s).

ARTICLE 31
MANAGEMENT RIGHTS

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

Such management rights shall not be subject to the negotiated grievance procedure or arbitration, unless specifically abridged and abrogated in a separate distinctive Article of this Agreement. The Employer retains the following rights, which in accordance with applicable laws, rules and regulations which in no way are wholly inclusive:

1. To direct employees of the Department;

2. To hire, promote, transfer, assign and retain employees in positions within the agency 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 agency, its budget, its organization, the number of employees and the number, types and grades of positions or 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 District government in emergency situations.

ARTICLE 32
NO STRIKE OR LOCKOUT

SECTION 1:

Under the provisions of D.C. Code Section 1-618.5, it is unlawful to participate in, authorize or ratify a strike.

SECTION 2:

The term "strike," as used herein means a concerted refusal to perform duties/attend work or any unauthorized concerted work stoppage or slowdown.

SECTION 3:

The Union agrees to disarm any strikes or any unauthorized concerted work stoppage or slowdown.

SECTION 4:

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 to provide for the safety of employees, property or the public.

ARTICLE 33
SAVINGS CLAUSE

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

ARTICLE 34
DURATION

SECTION 1:

This agreement shall remain in full force and effect until September 30, 1995. This Agreement shall become effective upon the Mayor's approval in accordance with provisions of Section 1715 of the CMPA. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision for the offensive provision, or the offensive provision shall be deleted.

SECTION 2:

This Agreement shall automatically be renewed for a one (1) year period thereafter, unless either party gives to the other party written notice of intention to terminate or modify the Agreement one-hundred fifty (150) days and no later than ninety (90) days prior to its anniversary date. In the event that either party requests modification of any Article or parts of any Article, or the inclusion of additional provisions, only the related Articles and/or parts of the Articles shall be affected and unrelated Articles or parts of Articles shall continue in full force and effect.

SECTION 3:

The parties acknowledge that this Agreement represents the results of negotiations during which both parties had unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

SECTION 4:

It is agreed that any request by either party for further negotiations due to change in legislation, rules or regulations affecting any article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If the parties mutually agree in writing during the term of this Agreement that modifications to the Agreement are necessary, it may be modified.

Signed this _____ day of _____, 1994.

FOR THE EMPLOYER	FOR THE UNION
Debra McDowell, Director D.C. Office of Labor Relations and Collective Bargaining	David Schlein, National V.P. American Federation of Government Employees, AFL-CIO
Vincent Gray, Director Department of Human Services Services	Hugh Battle, President AFGE Local 383

Carole Hill Lowe, Director
Department of Recreation
and Parks

Thomas Proctor, President
AFGE Local 2741

Bruce Marshall, Director
Department of Administrative
Services

Sandra Addison, President
AFGE Local 3406

Chief Fred Thomas
Metropolitan Police Department

Ralph Bell, President
AFGE Local 3444

Al Dobbins, Director
Office of Planning and
and Energy

Paul Hart, President
AFGE Local 3871

Claretta Carpenter, President
AFGE Local 2737

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees Locals 383, 2737, 2741, 3406, 3444 and 3871 dated _____ has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (§1-618.15(a), D.C. Code, 1987 Repl.), and is hereby approved this 12th day of September, 1994.

Sharon Pratt Kelly
Mayor

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
REST PERIODS

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

ARTICLE 3
CLEAN-UP TIME

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

ARTICLE 4
ICE MACHINES AND WATER COOLERS

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

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

ARTICLE 5
SAFETY COMMITTEES

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

A. Meet on a monthly basis unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings the parties shall submit issues for the agenda. A final agenda must be submitted at least five (5) days in advance of the meeting.

B. Conduct safety surveys, consider training needs and make recommendations to the Agency; and,

C. Consult with and advise department/agency safety officer and head; and

D. Cooperate with the Office of Risk Management.

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

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

ARTICLE 6
OVERTIME

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

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

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

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

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

ARTICLE 7
EQUIPMENT AND TOOLS

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

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

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

ARTICLE 8
UNIFORMS

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

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

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

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

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

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

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

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

ARTICLE 9
TRASH COLLECTION ROUTE MONITORING

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

ARTICLE 10
REFUSE COLLECTION

Section 1 - Refuse Collection: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day. If more than eight (8) hours are required to satisfactory complete a scheduled route, the employees shall be compensated for the total number of hours worked. Not withstanding the above, no crew shall be required to collect more than four (4) loads using a 16-Cubic Yard packer vehicle. A refuse collection crew shall be composed of a crew chief/motor vehicle operator and two sanitation work collectors.

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

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

A. All containerized and non-containerized refuse must be collected at the authorized point of collection and containers returned to their original location;

B. All small bulk items, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste will be collected at the authorized point of collection; and

C. The clean up of all spillage.

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

> ***Mondays and Tuesdays:*** Satisfactory completion of assigned route, not to exceed four (4) loads using a 16-Cubic Yard packer vehicle.
>
> ***Wednesdays:*** Assigned to street and alley cleaning: All crews. Management reserves the right to assign trash collection work in lieu of street and alley cleaning assignments on Wednesdays.
>
> ***Thursdays and Fridays:*** Satisfactory completion of assigned route to include all collectible bulky items, as set forth in Article 10, Section 3.B.

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

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

ARTICLE 11
ENVIRONMENTAL CRIMES UNIT (ECU)

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

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

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

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

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

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

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

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

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

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

William Howland
Director
Department of Public Works

Bertha Guerra, Labor Liaison
Department of Public Works

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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

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

Al Bilik, Executive Assistant
AFSCME District Council 20

APPROVAL

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

Anthony A. Williams

Anthony A. Williams
Mayor

MASTER AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 2010

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PREAMBLE

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

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

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

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

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

(1) Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;

(2) Improvement of morale of employees in service to the District of Columbia Government;

(3) Enhancement of the quality of public service to the citizens of the District of Columbia;

(4) Creation of a government that works better; and

(5) Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation.

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

ARTICLE 1
RECOGNITION

Section 1 – Recognition:

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

Section 2 - Bargaining Units Descriptions:

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

Section 3 - Coverage:

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

Section 4 – New Units:

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

Section 5 – Unit Clarification(s):

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

ARTICLE 2
MANAGEMENT RIGHTS

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

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

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

Section 2 - Impact of the Exercise of Management Rights:

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

ARTICLE 3
UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

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

Section 2 – Meeting Space:

Upon request at least one day in advance, the Employer will provide meeting space as available for bargaining unit business. Except as provided elsewhere in this Agreement, meetings will be held on the non-work time of all employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 3 – Access to Employees:

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

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

Section 4 - Dues Checkoff:

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

Section 5 - Service Fees:

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

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

Section 7 - Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s), as appropriate.

ARTICLE 4
LABOR-MANAGEMENT MEETINGS

Section 1 – Labor-Management Partnerships:

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

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

Section 2 – Labor-Management Contract Review Committee:

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

ARTICLE 5
DISCRIMINATION

Section 1 – General Provisions:

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee of the District Government has the right, freely and without fear of penalty or reprisal:

(1) To form, join and assist a labor organization or to refrain from this activity;

(2) To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and,

(3) To be protected in the exercise of these rights.

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

Section 2 – Equal Employment Practices:

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

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

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

Section 3 – Discrimination Charges:

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

ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES

Section 1 – Union Stewards:

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

Section 2 – Performance of Duties:

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

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

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

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

A. Post Union notices on designated Union bulletin boards (with a copy given to the Employer);

B. Attend negotiation meetings;

C. Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his/her representative;

D. Consult with the Employer or his/her representative, District Council and Local Union Officers, other Union representatives or employers, concerning the enforcement of any provisions of this Agreement, and other Labor-Management activities. Official time does not include internal Union activities; and

E. Solicitation of Union membership and distribution of literature shall be confined to the non-working time of all employees involved and out of sight of the public.

Section 4 – Visits by Union Representatives:

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

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

Section 5 – Union Insignia:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters; therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their uniforms, except for uniformed police.

Section 6 – Official Time:

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

OFFICIAL TIME REPORT

REPORTING PERIOD (each pay period)

OFFICIAL TIME SPENT ON LABOR-MANAGEMENT ACTIVITIES

FROM:

TO:

Name of Union Representative (Last Name, First, Middle Initial)

Name of Supervisor Submitting Report

Organization (Agency, Division, Branch)

Representational Functions of Official Time (Activity) as identified in the Agreement. [See Reverse Side]

DATE	Requested Time FROM: am/pm	TO: am/pm	Activity (1-8) Identify all that apply	Supv. Approving Initials	Actual Time FROM: am/pm	TO: am/pm	Total Time Used	Union Rep. Initial	Supv. Approving Initials

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)

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

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

ARTICLE 7
DISCIPLINE

Section 1:

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

Section 2:

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

a. **Corrective Actions**: Written reprimands or suspensions of nine (9) days or less;

b. **Adverse Actions**: Removal, suspension for more than nine (9) days; or a reduction in rank or grade or pay for cause.

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

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

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

Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

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

Section 11:

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

Section 12:

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

Section 13:

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

Section 14:

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

Section 15:

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

Section 16 – Troubled Employees:

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

Section 17:

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

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

ARTICLE 8
TRAINING AND CAREER LADDER

Section 1 – Basic Training:

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

Section 2 - Continued Training Opportunities:

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

Section 3 - Career Ladder:

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

Section 4 - Experience Verification:

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

Section 5 - Union Sponsored Career Advancement Programs:

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

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

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

ARTICLE 9
SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The District shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions. AFSCME will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended). The District will promptly make every effort to qualify its plan under the Occupational Safety and Health Administration (OSHA) as established by the U.S. Department of Labor.

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

Section 2 - Employees Working Alone:

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

Section 3 - Corrective Actions:

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

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

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

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

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

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

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

Section 5 - Safety Devices and Equipment:

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

Section 6 - Safety Training:

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

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

Section 7 - Information on Toxic Substances:

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

Section 8 - Safety Committees:

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

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

C. The Safety Committee shall:

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

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

3. Receive appropriate health and safety training.

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

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

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

Section 9 - Medical Qualification Requirements:

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

Section 10 - Light Duty:

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

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

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

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

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

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

Section 11 - Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

Section 12 - Employee Health Services:

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

Section 13 - Maintenance of Health Records:

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

Section 14:

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

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

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

Section 15:

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

ARTICLE 10
GENERAL PROVISIONS

Section 1 – Work Rules:

Employees will be advised of verbal and written work rules, which they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 - Distribution of Agreement:

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

ARTICLE 11
BULLETIN BOARDS

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

ARTICLE 12
PERSONNEL FILES

Section 1 - Official Files:

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

Section 2 - Right to Examine:

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

Section 3 – Right to Respond:

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

Section 4 - Right to Copy:

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

Section 5 – Access by Union:

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

Section 6 – Confidential Information:

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

Section 7 - Employee to Receive Copies:

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

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

Section 8 – Access by Others:

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

ARTICLE 13
SENIORITY

Section 1 - Definition:

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

Section 2 - Breaks in Continuous Service:

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

Section 3 - Seniority Lists:

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

Section 4 - Reassignments:

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

Section 5 - Promotions:

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

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

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

Section 6 - Change to Lower Grade:

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

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

Section 7 - Individual Work Schedules:

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

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

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

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

B. This provision shall not apply to training programs.

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

ARTICLE 14
INCLEMENT WEATHER CONDITIONS

Section 1 – Inclement Weather Work:

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

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

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

1. Volunteers
2. In the inverse order of seniority

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

Section 2 - Reporting Time:

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

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

ARTICLE 15
HOURS OF WORK

Section 1 - Workday:

Except as provided in this Article, the normal workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

Section 2 - Workweek:

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

Section 3 - Continuous Operations and Shifts:

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

Section 4 - Changes in Work Schedules:

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

Section 5 - Flexible/Alternative Work Schedules:

A. The normal work hours may be adjusted to allow for flexible/ alternative work schedules, with appropriate adjustments in affected leave and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where (1) it is cost effective, (2) it increases employee morale and productivity, or (3) it better serves the needs of the public. The Union will be given advance notice (when flexible/alternative work schedules are proposed) and shall be given the opportunity to consult.

B. An alternative work schedule will provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums will be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be changed on an hour-by-hour basis.

ARTICLE 16
ADMINISTRATION OF LEAVE

Section 1 – General:

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

Section 2 - Annual Leave:

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

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

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

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

Section 3 - Sick Leave:

A. Requests:

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Other Paid Leave:

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

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

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

B. Court Leave: Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

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

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

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

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

Section 5 - Leave Without Pay:

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

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

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

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

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

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

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

ARTICLE 17
ADMINISTRATION OF OVERTIME

Section 1 -Distribution:

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

Section 2:

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

ARTICLE 18
WAGES

Section 1:

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

Section 2:

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

ARTICLE 19
REDUCTION-IN-FORCE

Section 1 - Definition:

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

Section 2 – Consultation:

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

Section 3 - Procedure:

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

Section 4 – Impact and Effects Bargaining:

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

Section 5 - Review of Procedures:

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

ARTICLE 20
CONTRACTING OUT

Section 1:

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

Section 2:

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union thirty (30) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees.

ARTICLE 21
STRIKES AND LOCKOUTS

Section 1 - Definition:

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

Section 2 - Strikes:

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

Section 3 - Lockouts:

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

Section 4 - Other Considerations:

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

ARTICLE 22
GRIEVANCE PROCEDURES

Section 1:

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

Section 2 - Procedure:

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

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

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

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

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

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

Section 3 - Union Participation:

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

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

Section 4 - Who May Grieve:

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

Section 5 - Selection of the Arbitrator:

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

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

Section 6 - Decision of the Arbitrator:

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

Section 7 - Expenses of the Arbitrator:

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

Section 8 - Time Off For Grievance Hearings:

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

Section 9 – Time Limits:

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

Section 10:

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

Section 11:

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

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

ARTICLE 23
EMPLOYEE RIGHTS

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

ARTICLE 24
NEW TECHNOLOGY AND EQUIPMENT

Section 1:

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

Section 2:

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

Section 3:

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

ARTICLE 25
JOB DESCRIPTIONS

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

ARTICLE 26
SAVINGS CLAUSE

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

ARTICLE 27
DURATION AND FINALITY

Section 1 - Duration of Agreement:

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

Section 2 - Finality:

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

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

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

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

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

Carol Mitten, Director
Office of Property Management

Benita Anderson, Labor Liaison
Office of Property Management

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

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Geo T. Johnson, Executive Director
AFSCME District Council 20

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

Al Bilik, Executive Assistant
AFSCME District Council 20

Brenda Featherstone, President
AFSCME Local 1200

Deborah Courtney, President
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Robin Yeldell, Labor Liaison
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Suzanne Peck, Chief Technology Officer
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Brian Wilbon, Interim Director
Department of Human Services

Jaki Buckley, Labor Liaison
Department of Human Services

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AFSCME Local 2743

Earl Tasco Jr., President
AFSCME Local 2092

Sheena Benjamin, President
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Eugene A. Adams

Eugene Adams, Acting Attorney General
Office of the Attorney General

Patricia Higgins

Patricia Higgins, Labor Liaison
Department of Health

Gail Elkins Davis, Labor Liaison
Office of the Attorney General

Dr. Gregg Pane, Director
Department of Health

Bernadine Booker-Brown, Labor Liaison
Department of Health

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

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

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

Deborah Bonsack, Labor Liaison
Department of Consumer and
Regulatory Affairs

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

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

Uma Ahluwalia, Interim Director
Child and Family Services Agency

Debra Wilson, Labor Liaison
Child and Family Services Agency

ATTACHMENT 6

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

PARTIES

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

CASELOAD SIZE AND COVERAGE

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

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

The parties agree that the committee shall:

1. Focus immediate attention on the DHS, Income Maintenance Agency;

2. Determine relevant comparisons for analysis of the District's caseload issues, e.g. national standards in relevant program areas, studies and reports, guidance of relevant industry associations and governing bodies;

3. Seek the participation and assistance of the Child and Family Service Agency.

4. Recommend maximum caseload assignments that will allow employees to effectively perform their job responsibilities.

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

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

OFFICIAL TRAVEL

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

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

REST PERIODS

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

SAFETY COMMITTEE

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

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

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

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

3. Make recommendations to the Office of Risk Management and the department/agency heads; and,

4. Receive appropriate health and safety training.

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

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

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

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

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

Brian Wilson, Interim Director
Office of Human Services

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

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

Deborah Courtney, President
AFSCME, Local 2401

Jaki Buckley, Labor Liaison
Department of Human Services

Al Bilik, Executive Assistant
AFSCME District Counsel 20

Eugene Adams, Acting Attorney General
Office of the Attorney General

Gail Elkins Davis, Labor Liaison
Office of the Attorney General

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

ARTICLE 1
RECOGNITION

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

ARTICLE 2
REST PERIODS

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

ARTICLE 3
CLEAN-UP TIME

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

ARTICLE 4
ICE MACHINES AND WATER COOLERS

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

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

ARTICLE 5
SAFETY COMMITTEES

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

A. Meet on a monthly basis unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings the parties shall submit issues for the agenda. A final agenda must be submitted at least five (5) days in advance of the meeting.

B. Conduct safety surveys, consider training needs and make recommendations to the Agency; and,

C. Consult with and advise department/agency safety officer and head; and

D. Cooperate with the Office of Risk Management.

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

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

ARTICLE 6
OVERTIME

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

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

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

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

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

ARTICLE 7
EQUIPMENT AND TOOLS

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

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

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

ARTICLE 8
UNIFORMS

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

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

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

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

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

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

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

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

ARTICLE 9
TRASH COLLECTION ROUTE MONITORING

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

ARTICLE 10
REFUSE COLLECTION

Section 1 - Refuse Collection: Each workday employees assigned to a refuse collection crew shall be responsible for the satisfactory completion of a scheduled route or task. Upon satisfactory completion of a scheduled route or task, employees shall be considered to have completed their day. If more than eight (8) hours are required to satisfactory complete a scheduled route, the employees shall be compensated for the total number of hours worked. Not withstanding the above, no crew shall be required to collect more than four (4) loads using a 16-Cubic Yard packer vehicle. A refuse collection crew shall be composed of a crew chief/motor vehicle operator and two sanitation work collectors.

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

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

A. All containerized and non-containerized refuse must be collected at the authorized point of collection and containers returned to their original location;

B. All small bulk items, tree limbs and brush, bagged leaves and grass, Christmas trees, other containerized or bagged yard waste will be collected at the authorized point of collection; and

C. The clean up of all spillage.

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

> ***Mondays and Tuesdays:*** Satisfactory completion of assigned route, not to exceed four (4) loads using a 16-Cubic Yard packer vehicle.
>
> ***Wednesdays:*** Assigned to street and alley cleaning: All crews. Management reserves the right to assign trash collection work in lieu of street and alley cleaning assignments on Wednesdays.
>
> ***Thursdays and Fridays:*** Satisfactory completion of assigned route to include all collectible bulky items, as set forth in Article 10, Section 3.B.

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

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

ARTICLE 11
ENVIRONMENTAL CRIMES UNIT (ECU)

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

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

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

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

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

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

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

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

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

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

William Howland
Director
Department of Public Works

Bertha Guerra, Labor Liaison
Department of Public Works

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

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

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

Al Bilik, Executive Assistant
AFSCME District Council 20

APPROVAL

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

Anthony A. Williams

Anthony A. Williams
Mayor

MASTER AGREEMENT

BETWEEN

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

AND

THE GOVERNMENT OF THE
DISTRICT OF COLUMBIA

EFFECTIVE THROUGH SEPTEMBER 30, 2010

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PREAMBLE

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

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

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

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

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

(1) Promotion of a positive policy of labor-management relations between the District of Columbia Government and its employees;

(2) Improvement of morale of employees in service to the District of Columbia Government;

(3) Enhancement of the quality of public service to the citizens of the District of Columbia;

(4) Creation of a government that works better; and

(5) Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation.

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

ARTICLE 1
RECOGNITION

Section 1 – Recognition:

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

Section 2 - Bargaining Units Descriptions:

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

Section 3 - Coverage:

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

Section 4 – New Units:

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

Section 5 – Unit Clarification(s):

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

ARTICLE 2
MANAGEMENT RIGHTS

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

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

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

Section 2 - Impact of the Exercise of Management Rights:

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

ARTICLE 3
UNION RIGHTS AND SECURITY

Section 1 – Exclusive Agent:

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

Section 2 – Meeting Space:

Upon request at least one day in advance, the Employer will provide meeting space as available for bargaining unit business. Except as provided elsewhere in this Agreement, meetings will be held on the non-work time of all employees attending the meetings. The Union will be responsible for maintaining decorum at meetings on the Employer's premises and for restoring the space to the same condition to which it existed prior to the meetings.

Section 3 – Access to Employees:

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

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

Section 4 - Dues Checkoff:

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

Section 5 - Service Fees:

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

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

Section 7 - Hold Harmless:

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s), as appropriate.

ARTICLE 4
LABOR-MANAGEMENT MEETINGS

Section 1 – Labor-Management Partnerships:

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

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

Section 2 – Labor-Management Contract Review Committee:

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

ARTICLE 5
DISCRIMINATION

Section 1 – General Provisions:

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Each employee of the District Government has the right, freely and without fear of penalty or reprisal:

(1) To form, join and assist a labor organization or to refrain from this activity;

(2) To engage in collective bargaining concerning terms and conditions of employment, as may be appropriate under this law and rules and regulations through a duly designated majority representative; and,

(3) To be protected in the exercise of these rights.

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

Section 2 – Equal Employment Practices:

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

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

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

Section 3 – Discrimination Charges:

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

ARTICLE 6
UNION RIGHTS AND RESPONSIBILITIES

Section 1 – Union Stewards:

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

Section 2 – Performance of Duties:

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

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

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

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

A. Post Union notices on designated Union bulletin boards (with a copy given to the Employer);

B. Attend negotiation meetings;

C. Transmit communications authorized by the District Council and Local Union or its officers to the Employer or his/her representative;

D. Consult with the Employer or his/her representative, District Council and Local Union Officers, other Union representatives or employers, concerning the enforcement of any provisions of this Agreement, and other Labor-Management activities. Official time does not include internal Union activities; and

E. Solicitation of Union membership and distribution of literature shall be confined to the non-working time of all employees involved and out of sight of the public.

Section 4 – Visits by Union Representatives:

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

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

Section 5 – Union Insignia:

The Employer agrees that the employee has a right to participate and identify with the Union as his/her representative in collective bargaining matters; therefore, the Employer agrees that such identification devices as emblems, buttons and pins supplied by the Union to the employees within the bargaining unit may be worn on their uniforms, except for uniformed police.

Section 6 – Official Time:

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

OFFICIAL TIME REPORT

REPORTING PERIOD (each pay period)

OFFICIAL TIME SPENT ON LABOR-MANAGEMENT ACTIVITIES

FROM:

TO:

Name of Union Representative (Last Name, First, Middle Initial)

Name of Supervisor Submitting Report

Organization (Agency, Division, Branch)

Representational Functions of Official Time (Activity) as identified in the Agreement. [See Reverse Side]

DATE	Requested Time FROM: am/pm	TO: am/pm	Activity (1-8) Identify all that apply	Supv. Approving Initials	Actual Time FROM: am/pm	TO: am/pm	Total Time Used	Union Rep. Initial	Supv. Approving Initials

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)

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

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

ARTICLE 7
DISCIPLINE

Section 1:

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

Section 2:

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

a. **Corrective Actions**: Written reprimands or suspensions of nine (9) days or less;

b. **Adverse Actions**: Removal, suspension for more than nine (9) days; or a reduction in rank or grade or pay for cause.

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

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

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

Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

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

Section 11:

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

Section 12:

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

Section 13:

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

Section 14:

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

Section 15:

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

Section 16 – Troubled Employees:

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

Section 17:

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

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

ARTICLE 8
TRAINING AND CAREER LADDER

Section 1 – Basic Training:

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

Section 2 - Continued Training Opportunities:

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

Section 3 - Career Ladder:

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

Section 4 - Experience Verification:

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

Section 5 - Union Sponsored Career Advancement Programs:

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

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

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

ARTICLE 9
SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The District shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objectives set by law. The Employer will make every effort to provide and maintain safe working conditions. AFSCME will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended). The District will promptly make every effort to qualify its plan under the Occupational Safety and Health Administration (OSHA) as established by the U.S. Department of Labor.

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

Section 2 - Employees Working Alone:

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

Section 3 - Corrective Actions:

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

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

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

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

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

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

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

Section 5 - Safety Devices and Equipment:

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

Section 6 - Safety Training:

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

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

Section 7 - Information on Toxic Substances:

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

Section 8 - Safety Committees:

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

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

C. The Safety Committee shall:

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

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

3. Receive appropriate health and safety training.

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

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

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

Section 9 - Medical Qualification Requirements:

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

Section 10 - Light Duty:

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

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

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

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

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

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

Section 11 - Excessive Temperatures in Buildings:

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

Section 12 - Employee Health Services:

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

Section 13 - Maintenance of Health Records:

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

Section 14:

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

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

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

Section 15:

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

ARTICLE 10
GENERAL PROVISIONS

Section 1 – Work Rules:

Employees will be advised of verbal and written work rules, which they are required to follow. The Employer agrees that proposed new written work rules and the revision of existing written work rules shall be subject to notice and consultation with the Union.

Section 2 - Distribution of Agreement:

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

ARTICLE 11
BULLETIN BOARDS

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

ARTICLE 12
PERSONNEL FILES

Section 1 - Official Files:

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

Section 2 - Right to Examine:

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

Section 3 – Right to Respond:

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

Section 4 - Right to Copy:

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

Section 5 – Access by Union:

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

Section 6 – Confidential Information:

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

Section 7 - Employee to Receive Copies:

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

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

Section 8 – Access by Others:

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

ARTICLE 13
SENIORITY

Section 1 - Definition:

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

Section 2 - Breaks in Continuous Service:

An employee's continuous service shall be broken by voluntary resignation, discharge for cause or retirement. If an employee returns to his former, or a comparable, position within one year, the seniority he had at the time of his/her departure will be restored but he/she shall not accrue additional seniority during his/her period of absence.

Section 3 - Seniority Lists:

Each agency with employees covered by this Agreement shall provide the Union semi-annually with list of names of employees represented by the Union in that Agency. The list will be in seniority order as defined by Section 1 of this Article. Also, each agency will supply the Union semi-annually with lists of new hires in bargaining unit positions and with names of unit employees who have left the agency since the last seniority list.

Section 4 - Reassignments:

A reassignment requested by an employee to a position in the same classification within an agency/department may be effected by mutual agreement.

Section 5 - Promotions:

A. Whenever a job opening occurs, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days prior to the closing date. A copy of the notices of job openings will be given to the appropriate Union Steward at the time of posting.

B. During this period, employees who wish to apply for the open position or job including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the appropriate Personnel Office.

C. Management has the right to determine job qualifications, provided they are limited to those factors' directly required to satisfactorily perform his/her job. Where all job factors are relatively equal, the employee with the greatest departmental seniority within the unit shall be promoted.

Section 6 - Change to Lower Grade:

A. The term "change to lower grade", as used in this provision means change of assignment from a position in one job classification to a lower paying position in the same job classification.

B. Demotions may be made to avoid laying off employees, to provide for employees who request a change to lower grade for personal convenience, or to change an employee to a lower grade when he/she is unable to perform satisfactorily the duties of his/her position.

Section 7 - Individual Work Schedules:

Work schedule changes initiated by the Employer affecting an individual employee shall be in accord with department/agency seniority, except where specific skills are needed.

Section 8 - Pay for Work Performed in Higher Graded Position:

A. Employees detailed or assigned to perform the duties of a higher graded position for more than four (4) pay periods in any calendar year shall receive the pay of the higher graded position. Assignment to a higher graded position for periods of at least one (1) pay period shall count toward the accumulation of the four (4) pay period requirement. The applicable rate of pay will be determined by application of D.C. government procedures concerning grade and step placement for

temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one pay period.

B. This provision shall not apply to training programs.

C. Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

ARTICLE 14
INCLEMENT WEATHER CONDITIONS

Section 1 – Inclement Weather Work:

A. Any full-time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work.

B. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is no other work available in line with his/her normal duties, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay.

C. Employees working on snow detail or who are required to shovel snow shall be assigned in the following order:

1. Volunteers
2. In the inverse order of seniority

D. Employees with established health concerns may request to be exempt from snow shoveling assignments.

Section 2 - Reporting Time:

A. During inclement weather where the District Government has declared an emergency, employees (other than those designated emergency employees) will be given a reasonable amount of time to report for duty without charge to leave. Those employees required to remain on their post until relieved will be compensated at the appropriate overtime rate or compensatory leave for the time it takes his/her relief to report for duty.

B. The Employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather.

ARTICLE 15
HOURS OF WORK

Section 1 - Workday:

Except as provided in this Article, the normal workday for full-time employees shall consist of eight (8) hours of work within a 24-hour period. The normal hours of work shall be consecutive except that they may be interrupted by a lunch period.

Section 2 - Workweek:

Except as provided in this Article, the workweek for full-time employees shall normally consist of five (5) consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours. Special schedules will be established for employees, other than employees in continuous operations, who are required to work on Saturday, Sunday or seasonal schedules as part of their regular workweek.

Section 3 - Continuous Operations and Shifts:

The workday for employees in 24-hour continuous operations shall consist of eight hours of work. Work schedules for employees assigned to shifts, showing the employee's workdays, and hours, shall be posted on appropriate bulletin boards. All employees shall be scheduled to work regular work shifts i.e., each work shift shall have a regular starting and quitting time.

Section 4 - Changes in Work Schedules:

Except in emergencies, regular work schedules shall not be changed without ten (10) working days advance notice.

Section 5 - Flexible/Alternative Work Schedules:

A. The normal work hours may be adjusted to allow for flexible/ alternative work schedules, with appropriate adjustments in affected leave and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where (1) it is cost effective, (2) it increases employee morale and productivity, or (3) it better serves the needs of the public. The Union will be given advance notice (when flexible/alternative work schedules are proposed) and shall be given the opportunity to consult.

B. An alternative work schedule will provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums will be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be changed on an hour-by-hour basis.

ARTICLE 16
ADMINISTRATION OF LEAVE

Section 1 – General:

Employees shall be eligible to use leave in accordance with the personnel rules and regulations. Any request for a leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the length of time off the employee desires, the type of leave requested and the reason for the request. An excused absence is an absence from duty without loss of pay and without charge to leave when such absence is authorized by statute or administrative discretion.

Section 2 - Annual Leave:

A. **Normal Requests for Leave:** A request for a short leave of absence, not to exceed three days, shall be requested in writing on the proper form and answered before the end of the work shift in which the request is submitted. A request for a leave of absence between four to seven days must be submitted five (5) calendar days in advance and answered within five days, except for scheduled vacations, as provided for in Section 2 of this Article. If the request is disapproved, the supervisor shall return the SF-71 with reasons for the disapproval indicated. Requests for annual leave shall not be unreasonably denied.

B. **Emergency Requests:** Any employee's request for immediate leave due to family death or sickness shall be granted or denied immediately.

C. **Carryover:** Annual leave, which is not used, may be accumulated from year to year. In general, the maximum allowable leave is thirty (30) days, unless the employee had a greater amount of allowable leave at the beginning of the leave year. Employees shall receive a lump sum leave payment for all accrued annual leave not used at the time of retirement, resignation or other separation from the employer, consistent with the negotiated Compensation Agreement.

D. **Vacation Schedules:** Every effort will be made to grant employees leave during the time requested. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of seniority. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees will be encouraged to schedule vacations through the year.

Section 3 - Sick Leave:

A. Requests:

1. Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Employees shall request sick leave as far in advance as possible prior to the start of their regular tour of duty on the first day of absence.

2. Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, and chiropractors for the purpose of securing diagnostic examinations, treatments and x-rays.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three work days continuous duration. However, if Management has given written notice to an employee that there is a good reason to believe that the employee has abused sick leave privileges, then the employee must furnish a doctor's certificate for each absence from work, which is claimed as sick leave regardless of its duration. The Union will encourage employees to conserve sick leave for use during periods of extended illness.

4. Advance sick leave requests will be given prompt consideration by the Employer consistent with Section 3(b) of this Article when the following provisions are met:

(a) The request must be submitted in writing and must be supported by acceptable medical certificates.

(b) All available accumulated sick leave to the employee's credit must be exhausted. The employee must use annual leave he/she might otherwise forfeit.

(c) In the case of employees serving under temporary appointments, or under probationary or trial periods, advance sick leave should not exceed an amount which is reasonably assured will be subsequently earned during such period.

(d) The amount of sick leave advanced to an employee's account will not exceed 240 hours at any time. Where it is known that the employee is to be separated, the total sick leave advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(e) There must be a reasonable assurance that the employee will return to duty.

B. Advance Sick Leave: Advance sick leave may be granted to permanent or probationary employees in amounts not to exceed 240 hours. Furthermore, an employee may not be indebted for more than 240 hours of sick leave at any one time. Sick leave may be advanced to

employees holding a limited appointment or one expiring on a specific date, but not in excess of the total sick leave that would accrue during the remaining period of such appointment. In either case the employee request must be supported by a statement from his/her physician attesting that the employee has a serious disability or ailment and is incapacitated for duty and stating the period of time expected to be involved. The request should be denied only if the requirements of Section 3 (a) and (b) are not met or there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

C. All accrued and accumulated sick leave must be exhausted before the advance sick leave is credited. Accrued and accumulated annual leave may remain standing to the credit of employees. The Employer will use its best efforts to answer an employee's request for advanced sick leave within fifteen (15) working days. However, an employee is responsible for applying advance sick leave in writing as far in advance as possible. If the request is denied, the reasons for such denial shall be given in writing. Further, the employee will be given consideration for LWOP consistent with the provisions of personnel rules and regulations.

Section 4 – Other Paid Leave:

A. Military Leave: Full-time employees are entitled to leave as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code Section 1-612.03(m) and applicable rules and regulations and the Compensation Units 1 & 2 Agreement, which provide in part the following:

1. Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for any parade or encampment with the D.C. National Guard when ordered by the Commanding General, excluding weekly drills and meetings.

2. Additional military leave with pay will be granted to full-time employees who are members of the reserve components of the Armed Forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed 22 workdays per calendar year.

B. Court Leave: Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

C. Voting Leave: Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she may, upon request, be granted an amount of excused time which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Leave for voting will be allowed in accordance with the personnel rules and regulations.

D. Funeral Leave: Funeral leave shall be granted in accordance with the Compensation Units 1 & 2 Agreement.

E. **Civic Duty:** Upon advance request and adequate justification employees required to appear before a court or other public body on public business in which they are not personally involved shall be granted leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

F. **Examinations:** Employees shall be excused without charge to leave in accordance with personnel rules and regulations for the purpose of taking an employment medical examination and examination for induction or enlistment in the active Armed Forces, a District Government owned vehicle operator examination, a civil service examination or other examination which his/her department has requested him/her to take in order to qualify for reassignment, promotion, or continuance of his/her present job, but not for the reserve Armed Forces. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of the Department or agency head, the District Government will benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to the District Government must be requested in accordance with the general leave provisions.

Section 5 - Leave Without Pay:

A. **General:** Leave of absence without pay for a limited period may be granted at the supervisor's discretion for a reasonable purpose if requested in advance in writing.

B. **Union:** Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee and the Union be granted a leave of absence without pay; provided the written request states the purpose and duration of the absence, and is submitted thirty (30) calendar days in advance of the commencement of the desired period of absence. If the Employer indicates that the requested leave will unduly hamper its operations, it may offer an alternative for consideration by the Union.

C. The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended for similar periods. No more than one employee from a bargaining unit shall be on such extended leave at the same time.

D. **Parenthood Leave:** Maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence shall be determined by the employee, her physician and her supervisor. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Paternity leave may be granted for a period of up to two (2) weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be a combination of annual leave or leave without pay.

E. Leave may be granted for a period of up to two (2) weeks to an employee who is adopting a child, with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual leave or leave without pay.

F. Union Officer Leave: Attendance at Union sponsored programs may be approved annual leave or leave without pay in accordance with normal leave practices unless Administrative Leave has been approved.

G. Educational Leave: After completing one (1) year of service an employee upon request may be granted a leave of absence for educational purposes provided that successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee is returning from educational leave during which he/she has acquired the qualification of a higher rated position he/she shall not have lost any of his/her rights in being evaluated for the higher graded position.

ARTICLE 17
ADMINISTRATION OF OVERTIME

Section 1 -Distribution:

Overtime work shall be equally distributed among employees. Specific arrangements for the equitable distribution of overtime shall be agreed to at Union Management Cooperation Meetings. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

Section 2:

Management will solicit volunteers when overtime work is required. In the event a sufficient number of qualified volunteers are not available to perform the job functions, overtime work will be assigned to equally qualified employees in inverse order of seniority, unless a different system is worked out on a local-by-local basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

ARTICLE 18
WAGES

Section 1:

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled payday is a holiday, the preceding day shall be the payday. If, for any reason, an employee's paycheck is not available on the prescribed day, or if it does not reflect the full amount due, that employee will be paid as quickly thereafter as is possible, and under no circumstances will he or she be required to wail until the next regular payday.

Section 2:

If an employee's paycheck is delayed, the employee shall immediately notify his/her supervisor. The supervisor shall initiate efforts through the agency controller to obtain a supplemental payment. Supplemental payments will not effectuate normal payroll deductions. Appropriate payroll deductions will be deducted from the employee's subsequent paycheck. (Except DHS, see Attachment 6.)

ARTICLE 19
REDUCTION-IN-FORCE

Section 1 - Definition:

The term reduction-in-force, as used in this Agreement means the separation of a permanent employee, his/her reduction in grade or pay, or his/her reduction in rank because of (a) reorganization, (b) abolishment of his/her position, (c) lack of work, (d) lack of funds, (e) new equipment, (f) job consolidation or (g) displacement by an employee with greater retention rights who was displaced because of (a) through (f) above.

Section 2 – Consultation:

The Employer agrees to consult in advance with the Union prior to reaching decisions that might lead to a reduction-in-force in the bargaining unit. The Employer further agrees to minimize the effect and such reduction-in-force on employees and to consult with the Union toward this end.

Section 3 - Procedure:

A reduction-in-force will be conducted in accordance with the provisions set forth in the Comprehensive Merit Personnel Act [(CMPA), D.C. Official Code § 1-624].

Section 4 – Impact and Effects Bargaining:

In the event of a reduction-in-force, the Employer shall, upon request, provide the Union with appropriate information to insure that the Union can engage in impact and effects bargaining over the reduction-in-force.

Section 5 - Review of Procedures:

In the event of reduction-in-force, the affected employee will receive credit for his/her performance in accordance with the Comprehensive Merit Personnel Act, [D.C. Official Code Ann., Title 1, Section 1-624 (2001 Edition)].

ARTICLE 20
CONTRACTING OUT

Section 1:

During the term of this Agreement the Department shall not contract out work traditionally performed by employees covered by this Agreement, except where Manpower (including expertise and technology) and/or Equipment in the department/agency are not available to perform such work, when it is determined by the Mayor that budgetary conditions exist requiring contracting out, or when it is determined by the Department that emergency conditions exist requiring such contracting out (provided however that the contracting out is for a period of time that the emergency exists). The Agency shall consult with the Union prior to any formal notice to contract out bargaining unit work.

Section 2:

When there will be adverse impact to bargaining unit employees, the Employer shall consult with the Union thirty (30) days prior to final action, except in emergencies. The Union shall have full opportunity to make its recommendations known to the Employer who will duly consider the Union's position and give reasons in writing to the Union for any contracting out action. The Agency shall consult with the Union to determine if the needs of the Government may be met by means other than contracting out work traditionally performed by bargaining unit employees.

ARTICLE 21
STRIKES AND LOCKOUTS

Section 1 - Definition:

The term strike as used herein means any unauthorized concerted work stoppage or slowdown.

Section 2 - Strikes:

It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District.

Section 3 - Lockouts:

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Employer in a strike situation retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

Section 4 - Other Considerations:

At no time however, shall employees be required to act as strikebreakers.

ARTICLE 22
GRIEVANCE PROCEDURES

Section 1:

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled as described in this Article unless otherwise agreed to by the parties.

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances should be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the Step in the grievance procedure where the alleged action, which precipitated the grievance, occurred.

Step 1: The employee and/or the Union shall take up the grievance or dispute with the employee's immediate supervisor as soon as is practicable, but no later than fifteen (15) working days from the date of the occurrence or when the Union and/or the employee first had knowledge of or should have known of the occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward as soon as is practicable, but not later than fifteen (15) working days after the receipt of the grievance.

Step 2: If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the second level supervisor within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought. The second level supervisor shall respond to the Union and/or employee in writing within ten (10) working days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the employee and/or Union to the third level supervisor within ten (10) working days after the Step 2 response is due or received, whichever is sooner. The third level supervisor shall respond in writing (with a copy to the Local President) within ten (10) working days after receipt of the written grievance.

Step 4: If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Office of the Director or his/her designated representative, in writing within fifteen (15) working days after the Step 3 response is due or received, whichever is sooner. The office of the Director, or his/her designated representative shall respond in writing (with a copy to the Local President) within fifteen (15) working days after the receipt of the written grievance and a copy to the Office of Labor Relations and Collective Bargaining.

Step 5: If the grievance is still unresolved, the Union may by written notice request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

Section 3 - Union Participation:

A. The Employer shall notify the Union in writing of all grievances filed by the employees, all grievance hearings and determinations when such employees present grievances without the Union. The Union shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours notice of all grievance hearings.

B. Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

Section 4 - Who May Grieve:

Either an employee or the Union may raise a grievance, and if raised by the employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

A. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer, through the Office of Labor Relations and Collective Bargaining, and by the Union as soon as possible after notice of intent to arbitrate is received. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) shall be requested to provide a list of seven (7) arbitrators from which an arbitrator shall be selected within seven (7) days after receipt of the list by both parties.

B. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

Section 7 - Expenses of the Arbitrator:

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and make copies available without charge to the other party and the arbitrator.

Section 8 - Time Off For Grievance Hearings:

The Employee, Union Steward and/or Union representative shall upon request, be permitted to meet and discuss grievances with designated management officials at each step of the Grievance Procedure within the time specified consistent with Section 3 of Article 6 on Union Stewards.

Section 9 – Time Limits:

All time limits set forth, in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked.

Section 10:

Matters not within the jurisdiction of the department/agency will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

Section 11:

A. The parties agree that a process of grievance mediation may facilitate satisfactory solutions to grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.

B. Grievances may be combined for the purpose of mediation upon mutual agreement by the parties.

ARTICLE 23
EMPLOYEE RIGHTS

Employees of the Unit shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity. Except as expressly provided herein, the freedom shall be recognized as extending to participation in the management of the Union and acting for it in the capacity of a union representative, including representation of its views to the officials of the Mayor, D.C. Council or Congress.

ARTICLE 24
NEW TECHNOLOGY AND EQUIPMENT

Section 1:

Whenever new equipment or technological changes will significantly affect operations, the Employer shall provide notice to the Union at least 60 days in advance. This time limit does not apply to the introduction of equipment or technological changes on an experimental basis. When the Employer introduces such equipment or technological changes on an experimental basis the Employer will notify the Union upon introduction as where the experiment is being conducted and its nature and intended duration and will provide 60 days notice if the experiment is to be instituted permanently.

Section 2:

The Employer shall provide any reasonable training for affected employees to acquire the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours, when reasonably available. The Employer shall bear the expense of the training.

Section 3:

If training is required by the Agency for employment and the training is held outside the employee's normal tour of duty, the employee shall receive compensatory time.

ARTICLE 25
JOB DESCRIPTIONS

Each employee within the unit shall receive a copy of his/her current job description upon request. When an employee's job description is changed, the employee and the Union shall be provided a copy of the new job description.

ARTICLE 26
SAVINGS CLAUSE

In the event any Article, Section or portion of the Agreement shall be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 27
DURATION AND FINALITY

Section 1 - Duration of Agreement:

This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September, 2010. Should either party desire to renegotiate, renew, extend or modify this Contract, notice will be given in writing in accordance with the requirements of the Comprehensive Merit Personnel Act. This Agreement shall remain in full force and effect during the period of negotiations.

Section 2 - Finality:

This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

On this _____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Edward Reiskin
Interim City Administrator/
Deputy Mayor for Public Safety
And Justice

Natasha Campbell, Esq.
Supervisory Attorney Advisor
Office of Labor Relations
and Collective Bargaining

Carol Mitten, Director
Office of Property Management

Benita Anderson, Labor Liaison
Office of Property Management

James Brown, Executive Director
Office of the Cable Television and
Telecommunications

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Geo T. Johnson, Executive Director
AFSCME District Council 20

James E. Ivey, President
AFSCME District Council 20 and
AFSCME Local 2091

Al Bilik, Executive Assistant
AFSCME District Council 20

Brenda Featherstone, President
AFSCME Local 1200

Deborah Courtney, President
AFSCME Local 2401

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Office of the Chief Technology Officer

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Bertha Guerra, Labor Liaison
Department of Public Works

Brian Wilbon, Interim Director
Department of Human Services

Jaki Buckley, Labor Liaison
Department of Human Services

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AFSCME Local 2743

Earl Tasco Jr., President
AFSCME Local 2092

Sheena Benjamin, President
AFSCME Local 2776

Eugene A. Adams

Eugene Adams, Acting Attorney General
Office of the Attorney General

Patricia Higgins

Patricia Higgins, Labor Liaison
Department of Health

Gail Elkins Davis, Labor Liaison
Office of the Attorney General

Dr. Gregg Pane, Director
Department of Health

Bernadine Booker-Brown, Labor Liaison
Department of Health

Thomas Hampton, ~~Director~~ Commissioner
Department of Insurance, Securities
and Banking

Patricia Haylock, Labor Liaison
Department of Insurance, Securities
and Banking

Dr. Patrick Canavan, Director
Department of Consumer and
Regulatory Affairs

Deborah Bonsack, Labor Liaison
Department of Consumer and
Regulatory Affairs

Dr. Natwar Gandhi, Chief Financial Officer
Office of the Chief Financial Officer

Ben Van Hoose, Labor Liaison
Office of the Chief Financial Officer

Uma Ahluwalia, Interim Director
Child and Family Services Agency

Debra Wilson, Labor Liaison
Child and Family Services Agency

ATTACHMENT 6

DEPARTMENT OF HUMAN SERVICES AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 2401

PARTIES

The parties to this Supplemental Agreement and Attachment to the Master Agreement between the American Federation of State, County and Municipal Employees (AFSCME), District of Columbia Council 20, AFL-CIO and the District of Columbia Government" are AFSCME, Local 2401 and District of Columbia agencies under the personnel authority of the Mayor that have collective bargaining units for which AFSCME, Local 2401 is the certified exclusive collective bargaining representative.

CASELOAD SIZE AND COVERAGE

Unmanageable caseloads and workloads in social service programs are a national problem, which has led to worker burnout, high turnover rates and service gaps for clients. Although, the Union recognizes the Agency's obligation to provide the optimum level of service to all eligible residents of the District of Columbia, consistent with statutory and court-mandated obligations; and to accomplish this within the budgetary and manpower resources which are available for that purpose, the Parties agree that a joint labor-management effort is appropriate to address this problem and the impact on the employees represented by AFSCME, Local 2401.

Accordingly, the parties agree to establish a joint labor-management committee to examine caseload size and coverage and the impact of workload assignments on bargaining unit employees. The committee shall explore solutions to the problem of unmanageable caseloads within the Department of Human Services (DHS) and Office of the Attorney General, Child Support Division and consider issues related to caseload size and coverage in agencies providing direct service delivery and those focusing on oversight or monitoring functions. Membership on the committee shall be determined and appointed by the parties but shall include individuals who have a working knowledge of the issues to be examined by the committee.

The parties agree that the committee shall:

1. Focus immediate attention on the DHS, Income Maintenance Agency;

2. Determine relevant comparisons for analysis of the District's caseload issues, e.g. national standards in relevant program areas, studies and reports, guidance of relevant industry associations and governing bodies;

3. Seek the participation and assistance of the Child and Family Service Agency.

4. Recommend maximum caseload assignments that will allow employees to effectively perform their job responsibilities.

Within one year of its establishment, the committee shall issue its report and recommendations for a joint labor-management strategy for a long-term solution to the issue of unmanageable caseloads. During the initial year, the committee shall also explore the implementation of pilot programs within relevant agencies to as a means of developing more immediate options for addressing impacts on employees while allowing agencies to provide the optimum level of service to all eligible residents of the District of Columbia, within the budgetary and manpower resources, that include reasonable, obtainable performance requirements for bargaining unit employees.

This provision shall not be interpreted, in any way, to preclude management from assigning work or assigning employees. Rather, this provision represents the parties' joint commitment to work collaboratively to accomplish agency mission requirements and strategic plan goals, while recognizing the rights of employees and their desire for reasonable terms and conditions of employment.

OFFICIAL TRAVEL

The Employer agrees to provide and maintain vehicles for all field related duties in safe operating condition, and to present them for D.C. Safety Inspection at the prescribed time.

Management shall reimburse its employees for expenses incurred for official travel. Employees who have official approval to use their personnel vehicles for agency business shall be paid in accordance with the Compensation Agreement between the District of Columbia and Compensation Units 1 and 2. Reimbursement will be paid directly to the employee with a reasonable time after said expenses have been properly vouchered by said employee.

REST PERIODS

When an employee is required to work two (2) consecutive eight (8) hour shifts, the employee shall be afforded fifteen (15) minutes after the first shift and before the second shift providing there is no interruption of client services.

SAFETY COMMITTEE

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons

of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the agency representatives. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Make recommendations to the Office of Risk Management and the department/agency heads; and,

4. Receive appropriate health and safety training.

B. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

C. Safety Committees may be reorganized upon agreement of both parties.

On this _____ day of October, 2006 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Natasha Campbell
Supervisory Attorney Advisor
Office of Labor Relations and Collective Bargaining

Brian Wilson, Interim Director
Office of Human Services

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

Geo. T. Johnson,
Executive Director, AFSCME, District Council 20

Deborah Courtney, President
AFSCME, Local 2401

Jaki Buckley, Labor Liaison
Department of Human Services

Al Bilik, Executive Assistant
AFSCME District Counsel 20

Eugene Adams, Acting Attorney General
Office of the Attorney General

Gail Elkins Davis, Labor Liaison
Office of the Attorney General

MURIEL BOWSER
MAYOR

July 11, 2022

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit, for your introduction and approval by the Council of the District of Columbia, the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022". The resolution will approve the negotiated compensation collective bargaining agreement between the District of Columbia government and the nurses employed at the Department of Behavioral Health represented by the District of Columbia Nurses Association.

The agreement provides approximately 136 Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department to receive a wage increase of 3.5 percent in each of fiscal years 2021 and 2022, a wage increase of 2.5% in fiscal year 2023, and a wage increase of 3.0% in fiscal year 2024. The agreement also provides that the District will pay a bonus for employees on the payroll as of October 1, 2021, of $500 for employees staying through September 30, 2022; $1000 for employees staying through September 30, 2023; and $1500 for employees staying through September 30, 2024.

I appreciate your attention to this important legislation that directly benefits many of our valued District of Columbia employees. Please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser
Mayor

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the Compensation Collective Bargaining Agreement between the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, Department of Health Care Finance, Child and Family Services Agency, Department of Corrections and Fire and Emergency Medical Services Department (Compensation Unit 13) and the District of Columbia Nurses Association submitted by the Mayor for certain employees who comprise Compensation Unit 13.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022".

Sec. 2. Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council approves the compensation agreement for Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability

Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department, which was transmitted to the Council by the Mayor on _____, 2022.

Sec. 3. Transmittal.

The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, to Compensation Unit 13 and to the Mayor.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 5. Effective date.

This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Bryan Hum**
Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **June 13, 2022**

SUBJECT: **Legal Sufficiency Review of the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022"**
(AD-22-393)

This is to Certify that **this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Fitzroy Lee** **Chief Financial Officer**
DATE:	**June 21, 2022**
SUBJECT:	**Fiscal Impact Statement – "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022"**
REFERENCE:	**Draft resolution as provided to the Office of Revenue Analysis on June 13, 2022**

Conclusion

Funds are sufficient in the fiscal year 2022 budget and fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill.

The resolution will approve salary payments that will cost District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Background

The resolution approves a compensation agreement between seven District agencies and the District of Columbia Nurses Association (Compensation Unit 13). The agencies are Department of Health, Department of Youth Rehabilitation Services, Department of Disability Services, Department of Health Care Finance, Child and Family Service Agency, Department of Corrections, and the Department of Fire and Emergency Medical Services. The agreement covers approximately 136

positions[1] with an average base salary of $114,000. It is in effect from October 1, 2020 through September 30, 2024. The agreement provides the following pay increases and bonus payments, including retroactive increases for employees still on the payroll as of the date of the resolution's approval:

- In FY 2021, an increase in the salary schedule of 3.5%;
- In FY 2022, a bonus payment of 3.5%; and
- In FY 2023, an increase in the salary schedule of 2.5%.
- In FY 2024, an increase in the salary schedule of 3.0%

Employees actively on the payroll as of October 1, 2021, shall be eligible for the following bonus payments, to be paid by March of the following year:

- $500 for employees staying through September 30, 2022;
- $1000 for employees staying through September 30, 2023; and
- $1500 for employees staying through September 30, 2024

All other compensation terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in the fiscal year 2022 budget and approved fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill. The resolution will approve salary payments that will cost District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Cost of the FY 2021 - FY 2024 Compensation Agreement between the District and DCNA Comp Unit 13 (Dollars in thousands)

	FY 2022[a]	FY 2023	FY 2024	FY 2025[b]	FY 2026[b]	Five-Year Total
Total Cost of Pay Increases and FY22 Bonus[c]	*$1,586*	*$909*	*$1,384*	*$1,670*	*$1,961*	*$7,510*
Retention Bonuses[d]	*$58*	*$116*	*$174*	*$0*	*$0*	*$348*
Total Gross Funds Cost	*$1,644*	*$1,025*	*$1,558*	*$1,670*	*$1,961*	*$7,858*
Total Local Cost[e]	**$861**	**$537**	**$816**	**$875**	**$1,027**	**$4,116**
Less: Funding Available in Financial Plan[f]	($0)	($122)	($245)	($371)	($499)	($1,237)

[1] Approximately twenty positions are vacant.

Cost of the FY 2021 - FY 2024 Compensation Agreement between the District and DCNA Comp Unit 13 (Dollars in thousands)						
Cost to be Covered by Workforce Investments	$861	$415	$571	$504	$528	$2,879

Table Notes

a) Includes retroactive amounts due for FY 2021.

b) Assumes salaries increase by 1.75%

c) Includes fringe rate of 12.65% to account for fringe benefits that increase with higher pay.

d) Assumes 100% retention

e) approximately 52% of affected FTEs are funded with local funding.

f) Increases of 1.75% built into the financial plan costs for the agency are used toward the cost of the agreement.

COMPENSATION
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

**(DEPARTMENT OF HEALTH,
DEPARTMENT OF YOUTH REHABILITATION SERVICES,
DEPARTMENT ON DISABILITY SERVICES,
DEPARTMENT OF HEALTH CARE FINANCE,
CHILD AND FAMILY SERVICES AGENCY
DEPARTMENT OF CORRECTIONS
AND
THE DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICES)**

(COMPENSATION UNIT 13)

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2024

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ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2021

Effective the first day of the first full pay period beginning on or after October 1, 2020, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three and one-half percent (3.5%) increase.

SECTION B: 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, and still actively on payroll as of the date of approval of this Compensation Agreement by D.C. Council shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary for the first full pay period on or after October 1, 2021.

The payment will be made no later than ninety (90) days after the implementation of the wage increases for FY 2021.

SECTION C: FISCAL YEAR 2023

Effective the first day of the first full pay period beginning on or after October 1, 2022, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a two and one-half percent (2.5%) increase.

SECTION D: FISCAL YEAR 2024

Effective the first full pay period beginning on or after October 1, 2023, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three percent (3.0%) increase.

SECTION E: STEP MOVEMENT

1. All employees shall be eligible for step increases based on the following schedule, provided that the employee's last performance rating was at least at the "Valued Performer" or a comparable level.

Employees at Steps 1-4 – One (1) year at the current step.

Employees at Steps 5-9 – Two (2) years at the current step.

2. Once an employee reaches Step 5, there will be a two-year waiting period before moving to Step 6.

3. All government service shall be credited toward the waiting period for step increases.

SECTION F: CERTIFICATION

Any bargaining unit employee who receives a nationally recognized certification (e.g., from the American Nurses Association) that enhances his or her capacity to perform nursing functions shall receive a bonus in the amount of $ 500.00.

SECTION G: ADDITIONAL DEGREES

1. Any bargaining unit nurse who attains a BSN or MSN degree will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of salary. The obligation to supply proof of qualification will rest with the nurse.

2. Any bargaining unit nurse who attains a degree in a health related field, which is determined by the Employer to be directly related to performance of assigned duties and that enhances his or her capacity to perform nursing functions will receive a Quality Step Increase (a single basic adjustment of one step within the occupied grade). Any Nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of salary. The obligation to supply proof of qualification will rest with the nurse.

SECTION H: NEW HIRES

The Employer shall place newly-hired bargaining unit employees as follows at the appropriate step:

Years of RN experience	Step
0 - <1	1
1 - <2	2
2 - <3	3
3 - <4	4
4 - <5	5
5 - <7	6
7 - <9	7
9 - <11	8
11 - <13	9
13+	10

SECTION H: RETENTION BONUSES

1. $500 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2022 on September 30, 2022. This bonus will be paid by March 31, 2023, the end of the second quarter in FY 2023;

2. $1,000 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2023 on September 30, 2023. This bonus will be paid by March 31, 2024, the end of the second quarter in FY 2024; and

3. $1500 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2024 on September 30, 2024. This bonus will be paid by March 31, 2025, the end of the second quarter in FY 2025.

ARTICLE 2: NIGHT DIFFERENTIAL

SECTION A:

A differential of ten percent (10%) will be paid to bargaining unit employees for the entire night shift except when a Sunday differential applies, provided that the employee performs regularly scheduled night work between 6:00 p.m. and 6:00 a.m.

SECTION B:

All part-time employees working evening or night shifts or employees assigned temporarily to perform night work, as referenced above, shall receive the appropriate differential. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

SECTION C:

An employee who performs regularly scheduled non-overtime work shall be entitled to pay at a rate equal to ten percent (10%) of his or her basic pay for that work, payable on an hour-for-hour basis, in increments of one-quarter (1/4) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

SECTION D:

An employee shall be entitled to a night differential for night work performed when he or she is assigned temporarily, except on an overtime basis, to a tour of duty other than his or her own.

ARTICLE 3: OVERTIME REST PERIODS

Any bargaining unit employee who is required to work three (3) hours or more beyond his/her regularly scheduled tour of duty shall be entitled to a thirty (30) minute paid rest period, to be taken at such time as patient care or work needs permits. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

ARTICLE 4: OUT OF TITLE WORK

If a nurse is assigned a position normally filled by an employee of a higher grade for longer than thirty (30) consecutive days, he/she shall receive the rate of pay for the higher graded position for the balance of his/her service in that job. A temporary promotion in excess of 120 days shall be subject to the competitive promotion procedures.

ARTICLE 5: UNIFORM ALLOWANCE

The Uniform allowance of $350.00 shall be paid annually to eligible employees required to wear uniforms in accordance with management-established practices. To the extent that lab coats are required by the Employer, they will be supplied by the Employer, and the uniform allowance does not apply.

ARTICLE 6: EDUCATION

SECTION A:

The District shall provide a minimum of $750.00 per bargaining unit employee for annual training/educational opportunities, and tuition reimbursement for health-related degree or certification, in accordance with the terms of the applicable working conditions agreement covering the bargaining unit employee or District-wide regulations (if not addressed in the applicable working conditions agreement). Requests for training or tuition reimbursement shall be submitted a minimum of 30 days in advance of the training/course and must be approved by the employee's supervisor prior to attendance. Attendance at such training/course must occur in the fiscal year in which the payment for training is made or reimbursement is required.

The availability for tuition reimbursement under this Article will not be applicable to Comp Unit 13 Agencies that have an agency wide tuition reimbursement program.

SECTION B:

Tuition reimbursement and administrative leave shall be provided for training in accordance with the applicable regulations.

SECTION C:

Employees will be eligible for no more than five (5) days administrative leave to attend professional meetings, workshops, seminars, etc. related to the performance of nursing duties or job responsibilities as long as staffing needs permits. Requests for administrative leave shall be submitted as far in advance as possible to permit appropriate staffing adjustments, if necessary.

ARTICLE 7: ANNUAL LEAVE/COMPENSATORY TIME BUYOUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under the District 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 8: SICK LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

SECTION A:

A full-time employee who is in a pay status for the Leave Year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

Employees in a non-pay status 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 and 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. 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.

ARTICLE 9: OVERTIME

SECTION A:

Hours of work authorized in excess of eight hours in a pay status in a day or forty 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 eight hours shift or the forty hours work week. The unscheduled leave rule will not apply when an employee has worked a sixteen hour shift (back to back) and takes unscheduled leave for an eight hour period following the back to back shift or where an employee has indicated his or 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:

Overtime work, as described in section A, above, shall be compensated at one and one-half (1.5) times the employee's regularly scheduled hourly rate. The employee, at his/her option, may elect to receive compensatory time at the rate of one and one-half (1.5) hours for each hour of work for which overtime is payable.

SECTION C:
Overtime will not be paid for employees on a compressed schedule. A compressed schedule for a full-time employee is an 80-hour bi-weekly basic work requirement which is scheduled for less

than ten (10) workdays. A compressed schedule for a part-time employee is less than an 80-hour bi-weekly basic work requirement which is scheduled for less than ten (10) workdays.

ARTICLE 10: CALL-BACK/ON-CALL

SECTION A:

A minimum of four hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or when not scheduled and informed in advance, on one of the days when he/she is off duty. Only time spent actually performing work, shall count as "hours worked" and be credited toward overtime compensation under the provisions of this Agreement and the requirements of the Fair Labor Standards Act (FLSA). In addition, employees shall be paid the night shift differential for all overtime hours actually worked between 6:00 p.m. and 6:00 a.m.

SECTION B:

1. An employee may be required to be on call prior to or 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 (25%) of his/her basic rate of pay for each hour the employee is on call.

2. For the purpose of this Agreement, time spent in an on-call status for which an employee will be considered on duty and time spent on standby duty shall be considered hours of work, and therefore eligible for compensation, if:

    a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

    b. The employee, although not restricted to the agency's premises:

        (1) Is restricted to his or her living quarters or designated post of duty;

        (2) Has his or her activities substantially limited; and

        (3) Is required to remain in a state of readiness to perform work.

3. The employee's schedule must specify the hours during which he/she shall be required to remain on call.

SECTION C:

An employee will not be considered off duty and time spent shall not be considered off work if:

1. The employee is requested to leave a telephone number or to carry an electronic device for the purpose of being contacted, or, if the employee is allowed to make arrangements of such that any work, which may arise during the on-call period, will be performed by another person approved by management; and

2. The restrictions in section B.2.a and B.2.b.(1), (2) and (3) do not apply.

ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK

The District shall pay premium pay at the rate of twenty-five percent (25%) of the employee's basic rate of pay for each hour the employee performs work on Saturday and Sunday. All part-time employees working Saturdays and Sundays shall also receive premium pay for weekend work at the rate set forth, above.

ARTICLE 12: 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 (2016 Repl.) and Chapter 87 of Title 5 of the United States Code.

   (a) District Official Code §1-622.03 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 Official Code §1-622.01 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 office to enroll or make changes in their life insurance coverage.

SECTION B: HEALTH INSURANCE

1. Pursuant to D.C. Official Code §1-621.02, 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 Unit 13 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 Unit 13 representatives notice of the proposed additions.

   (c) The employee contribution for total premium cost of the employee's selected plan is established by the D.C. Official Code.

2. Pursuant to D.C. Official Code §1-621.01, 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 the United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advanced request.

4. The Department shall provide an employee health services program that provide treatment, counseling and prevention health programs for the treatment of alcoholism, drug dependence and mental illness, consistent with its obligations under D.C. Official Code Section 1-620.07.

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 Unit 13 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, 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 Personnel Manual (DPM).

SECTION F: SICK LEAVE

1. In accordance with the D.C. Official Code §1-612.03 (2016 Repl.) a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days per annum.

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 the D.C. Official Code §1-612.03(m) (2016 Repl.)

2. Court Leave: An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local Government to the extent provided in D.C. Official Code §1-612.03(l) (2016 Repl.)

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: spouse (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code § 32-701 (2017 Supp.), married same-sex individuals, and related laws and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardians and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

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).

SECTION H: PRE-TAX BENEFITS

1. Employee contributions to benefits programs established pursuant to the D.C. Official Code §1-611.19, 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. DEFINED CONTRIBUTION PENSION PLAN: All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by D.C. Official Code §1-626.09(c), 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. Employees shall vest pursuant to the vesting schedule established by law.

3. DEFERRED COMPENSATION PROGRAM: As prescribed by §1-626.05 and related Chapters of the D.C. Official Code, all District Government employees covered by this agreement shall be eligible to participate in the District's Deferred Compensation Program. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

SECTION J: HOLIDAYS

1. As prescribed by the D.C. Official Code §1-612.02, 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) Memorial Day, the last Monday in May of each year;
   (e) Independence Day, July 4th of each year;
   (f) Labor Day, the 1st Monday in September of each year;
   (g) Columbus Day, the 2nd Monday in October of each year;
   (h) Veterans Day, November 11th of each year;
   (i) Thanksgiving Day, the 4th Thursday in November of each year;
   (j) Christmas Day, December 25th of each year; and
   (k) Emancipation Day.

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 13: ADMINISTRATIVE CLOSINGS

SECTION A:

1. Premium pay or leave due to an administrative closing will be paid and administered pursuant to the DPM, Section 1135.

2. Emergency employees or essential employees, as defined by the DPM, who are required to work when all other District Government employees are released for administrative closings by the Mayor, in lieu of compensation, shall earn administrative closing leave on an hour for hour basis for each hour worked during an administrative closing. A determination as to whether the employee receives administrative closing pay or administrative closing leave will be made by joint agreement between the employee and his/her supervisor.

SECTION B:

Each Department shall identify emergency positions. DCNA and each emergency employee shall be notified in writing of the emergency status of his/her position.

ARTICLE 14: BACK PAY

To the extent the authority to pay the award is delegated to the Agency, arbitration awards or settlement agreements shall be processed within 60 days of receipt from the employee or the Union of necessary and relevant documentation, including documentation of interim earnings or other potential offsets.

ARTICLE 15: TERM & TEMPORARY EMPLOYEES

The District recognizes that agencies and departments have extended many temporary and term employees' appointments 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 parties agree to the following:

1. Joint Labor-Management committees shall be established in each agency/program to identify temporary and term employees whose term or temporary appointment extend through six months after the effective date of this Agreement.

2. Each committee shall review all temporary and term appointment to determine whether each is consistent with law. If an appointment is not consistent with law, the Employer and the Union shall meet to resolve the matter. Employees shall be converted to permanent appointments consistent with the D.C. Official Code.

3. The Employer shall convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid from appropriated funds, to the career service prior to the expiration of this Agreement.

4. Prior to the expiration of this Agreement and if not inconsistent with law, the Employer shall make every effort to convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid through intra-District or federal grant funds, to the career service.

5. District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

ARTICLE 16: EMPLOYEE EDUCATIONAL LOAN REPAYMENT REIMBURSEMENT PROGRAM

SECTION A:

Consistent with the application criteria, bargaining unit employees may apply to the District of Columbia Health Professional Loan Repayment Program. The Program will repay the cost of education necessary to obtain a health professional degree. The Program will pay toward the outstanding principal, interest, and related expense of federal, state or local government loans and commercial loans obtained by the employee for school tuition and required fees incurred by the employee and reasonable educational expenses.

SECTION B:

Under the guidelines of this program, bargaining unit employees may be eligible for up to $66,000 over four years of service. Specifically, for each year of participation, the Program will repay loan amounts according to the following schedule:

1. First year of service, 18% of the total debt, up to $11,800

2. Second year of service, 26% of the total debt, up to $17,200

3. Third year of service, 28% of the total debt, up to $18, 500

4. Fourth year of service, 28% of the total debt, up to $18,500

ARTICLE 17: EMPLOYEE METRO CARD INCENTIVE

The District of Columbia Government shall subsidize the cost of monthly transit passes for personnel use by employees by not less than fifty ($50) 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 18: SAVINGS CLAUSE

SECTION A:

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

SECTION B:

The terms of this Agreement supersede any conflicting District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation or compensation matters covered herein for the term of this agreement.

ARTICLE 19: IMPROVED BENEFITS

SECTION A:

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive shall not automatically be applied to such employees, but will be negotiated.

SECTION B:

If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable at the option of DCNA.

ARTICLE 20: MILEAGE PAY WHEN FLOATING BETWEEN LOCATIONS

Any DCNA bargaining unit employee at DYRS who is floated between their assigned location to another location, that is, between New Beginnings Youth Services Center and the Youth Services Center, shall be entitled to receive compensation for mileage for the actual distance between the two locations.

Bargaining unit members who are reassigned to the new location are not entitled to this benefit.

Signed and executed this ____ day of _____, 2022.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

_____
E. Lindsey Maxwell II, Director
Office of Labor Relations and
Collective Bargaining

_____
Michael Kentoff, Interim Supervisory Attorney
Office of Labor Relations and
Collective Bargaining

_____
Robert L. Matthews, Director
Child and Family Services Agency

_____
Allison Fax, Labor Liaison
Child and Family Services Agency

_____
Thomas N. Faust, Director
Department of Corrections

_____
Paulette Johnson, Labor Liaison
Department of Corrections

_____
Andrew Reese, Director
Department on Disability Services

FOR THE UNION

_____
Walakewon Blegay, Esq.
Staff Attorney, Chief Negotiator
D.C. Nurses Association

_____
Gloria Jones-Dinkins, DNP, APRN, FNP-BC
Comp 13 Unit President
D.C. Nurses Association

_____
Tracy Spann-Downing, RN, MSN
Comp 13 Unit Vice President
D.C. Nurses Association

_____
Jeanine Carter, RN, Comp 13 Unit Secretary
D.C. Nurses Association

_____
Chinyere Otuya, DDS Shop Steward
D.C. Nurses Association

_____
Monique L. Vaughn, RN MSN/MHA, RN
CFSA Shop Steward
D.C. Nurses Association

_____
Leonard Ekane, RN, DYRS Shop Steward
D.C. Nurses Association

_____
Peach Siribrahmanakul, Labor Liaison
Department on Disability Services

_____
Dr. Robert Holman, Medical Director
Department of Fire and Emergency
Medical Services

_____
India Daniels, Labor Liaison
Department of Fire and Emergency
Medical Services

_____
LaQuandra Nesbitt, MD, MPH, Director
Department of Health

_____
Gail Heath, Labor Liaison
Department of Health

_____
Wayne M. Turnage, Director
Department of Health Care Finance

_____
Felicia Rothchild, Labor Liaison
Department of Health Care Finance

_____
Hilary Cairns, Director
Department of Youth Rehabilitation Services

_____
Felicia Ward-Dockery, RN
DHCF Shop Steward
D.C. Nurses Association

_____
Eric Hugh, RN
D.C. Nurses Association

_____
Trey Stanback, Labor Liaison
Department of Youth Rehabilitation Services

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and the District of Columbia Nurses Association, dated _____, 2022, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this _____ day of _____, 2022.

_____
Muriel E. Bowser, Mayor

MURIEL BOWSER
MAYOR

July 11, 2022

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit, for your introduction and approval by the Council of the District of Columbia, the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022". The resolution will approve the negotiated compensation collective bargaining agreement between the District of Columbia government and the nurses employed at the Department of Behavioral Health represented by the District of Columbia Nurses Association.

The agreement provides approximately 136 Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department to receive a wage increase of 3.5 percent in each of fiscal years 2021 and 2022, a wage increase of 2.5% in fiscal year 2023, and a wage increase of 3.0% in fiscal year 2024. The agreement also provides that the District will pay a bonus for employees on the payroll as of October 1, 2021, of $500 for employees staying through September 30, 2022; $1000 for employees staying through September 30, 2023; and $1500 for employees staying through September 30, 2024.

I appreciate your attention to this important legislation that directly benefits many of our valued District of Columbia employees. Please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,

Muriel Bowser
Mayor

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the Compensation Collective Bargaining Agreement between the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, Department of Health Care Finance, Child and Family Services Agency, Department of Corrections and Fire and Emergency Medical Services Department (Compensation Unit 13) and the District of Columbia Nurses Association submitted by the Mayor for certain employees who comprise Compensation Unit 13.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022".

Sec. 2. Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council approves the compensation agreement for Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability

Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department, which was transmitted to the Council by the Mayor on _____, 2022.

Sec. 3. Transmittal.

The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, to Compensation Unit 13 and to the Mayor.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 5. Effective date.

This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: **Bryan Hum**
Director
Office of Policy and Legislative Affairs

FROM: **Brian K. Flowers**
Deputy Attorney General
Legal Counsel Division

DATE: **June 13, 2022**

SUBJECT: **Legal Sufficiency Review of the "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022"**
(AD-22-393)

This is to Certify that **this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.**

Brian K. Flowers

Brian K. Flowers

Government of the District of Columbia
Office of the Chief Financial Officer

Fitzroy Lee
Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Fitzroy Lee** **Chief Financial Officer**
DATE:	**June 21, 2022**
SUBJECT:	**Fiscal Impact Statement – "Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022"**
REFERENCE:	**Draft resolution as provided to the Office of Revenue Analysis on June 13, 2022**

Conclusion

Funds are sufficient in the fiscal year 2022 budget and fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill.

The resolution will approve salary payments that will cost District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Background

The resolution approves a compensation agreement between seven District agencies and the District of Columbia Nurses Association (Compensation Unit 13). The agencies are Department of Health, Department of Youth Rehabilitation Services, Department of Disability Services, Department of Health Care Finance, Child and Family Service Agency, Department of Corrections, and the Department of Fire and Emergency Medical Services. The agreement covers approximately 136

positions[1] with an average base salary of $114,000. It is in effect from October 1, 2020 through September 30, 2024. The agreement provides the following pay increases and bonus payments, including retroactive increases for employees still on the payroll as of the date of the resolution's approval:

- In FY 2021, an increase in the salary schedule of 3.5%;
- In FY 2022, a bonus payment of 3.5%; and
- In FY 2023, an increase in the salary schedule of 2.5%.
- In FY 2024, an increase in the salary schedule of 3.0%

Employees actively on the payroll as of October 1, 2021, shall be eligible for the following bonus payments, to be paid by March of the following year:

- $500 for employees staying through September 30, 2022;
- $1000 for employees staying through September 30, 2023; and
- $1500 for employees staying through September 30, 2024

All other compensation terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in the fiscal year 2022 budget and approved fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill. The resolution will approve salary payments that will cost District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Cost of the FY 2021 - FY 2024 Compensation Agreement between the District and DCNA Comp Unit 13 (Dollars in thousands)

	FY 2022[a]	FY 2023	FY 2024	FY 2025[b]	FY 2026[b]	Five-Year Total
Total Cost of Pay Increases and FY22 Bonus[c]	*$1,586*	*$909*	*$1,384*	*$1,670*	*$1,961*	*$7,510*
Retention Bonuses[d]	*$58*	*$116*	*$174*	*$0*	*$0*	*$348*
Total Gross Funds Cost	*$1,644*	*$1,025*	*$1,558*	*$1,670*	*$1,961*	*$7,858*
Total Local Cost[e]	**$861**	**$537**	**$816**	**$875**	**$1,027**	**$4,116**
Less: Funding Available in Financial Plan[f]	($0)	($122)	($245)	($371)	($499)	($1,237)

[1] Approximately twenty positions are vacant.

Cost of the FY 2021 - FY 2024 Compensation Agreement between the District and DCNA Comp Unit 13 (Dollars in thousands)						
Cost to be Covered by Workforce Investments	$861	$415	$571	$504	$528	$2,879

Table Notes

a) Includes retroactive amounts due for FY 2021.

b) Assumes salaries increase by 1.75%

c) Includes fringe rate of 12.65% to account for fringe benefits that increase with higher pay.

d) Assumes 100% retention

e) approximately 52% of affected FTEs are funded with local funding.

f) Increases of 1.75% built into the financial plan costs for the agency are used toward the cost of the agreement.

COMPENSATION
COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

**(DEPARTMENT OF HEALTH,
DEPARTMENT OF YOUTH REHABILITATION SERVICES,
DEPARTMENT ON DISABILITY SERVICES,
DEPARTMENT OF HEALTH CARE FINANCE,
CHILD AND FAMILY SERVICES AGENCY
DEPARTMENT OF CORRECTIONS
AND
THE DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICES)**

(COMPENSATION UNIT 13)

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2024

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APPROVAL 23

ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2021

Effective the first day of the first full pay period beginning on or after October 1, 2020, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three and one-half percent (3.5%) increase.

SECTION B: 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, and still actively on payroll as of the date of approval of this Compensation Agreement by D.C. Council shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary for the first full pay period on or after October 1, 2021.

The payment will be made no later than ninety (90) days after the implementation of the wage increases for FY 2021.

SECTION C: FISCAL YEAR 2023

Effective the first day of the first full pay period beginning on or after October 1, 2022, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a two and one-half percent (2.5%) increase.

SECTION D: FISCAL YEAR 2024

Effective the first full pay period beginning on or after October 1, 2023, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three percent (3.0%) increase.

SECTION E: STEP MOVEMENT

1. All employees shall be eligible for step increases based on the following schedule, provided that the employee's last performance rating was at least at the "Valued Performer" or a comparable level.

Employees at Steps 1-4 – One (1) year at the current step.

Employees at Steps 5-9 – Two (2) years at the current step.

2. Once an employee reaches Step 5, there will be a two-year waiting period before moving to Step 6.

3. All government service shall be credited toward the waiting period for step increases.

SECTION F: CERTIFICATION

Any bargaining unit employee who receives a nationally recognized certification (e.g., from the American Nurses Association) that enhances his or her capacity to perform nursing functions shall receive a bonus in the amount of $ 500.00.

SECTION G: ADDITIONAL DEGREES

1. Any bargaining unit nurse who attains a BSN or MSN degree will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of salary. The obligation to supply proof of qualification will rest with the nurse.

2. Any bargaining unit nurse who attains a degree in a health related field, which is determined by the Employer to be directly related to performance of assigned duties and that enhances his or her capacity to perform nursing functions will receive a Quality Step Increase (a single basic adjustment of one step within the occupied grade). Any Nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of salary. The obligation to supply proof of qualification will rest with the nurse.

SECTION H: NEW HIRES

The Employer shall place newly-hired bargaining unit employees as follows at the appropriate step:

Years of RN experience	Step
0 - <1	1
1 - <2	2
2 - <3	3
3 - <4	4
4 - <5	5
5 - <7	6
7 - <9	7
9 - <11	8
11 - <13	9
13+	10

SECTION H: RETENTION BONUSES

1. $500 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2022 on September 30, 2022. This bonus will be paid by March 31, 2023, the end of the second quarter in FY 2023;

2. $1,000 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2023 on September 30, 2023. This bonus will be paid by March 31, 2024, the end of the second quarter in FY 2024; and

3. $1500 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency through the end of FY 2024 on September 30, 2024. This bonus will be paid by March 31, 2025, the end of the second quarter in FY 2025.

ARTICLE 2: NIGHT DIFFERENTIAL

SECTION A:

A differential of ten percent (10%) will be paid to bargaining unit employees for the entire night shift except when a Sunday differential applies, provided that the employee performs regularly scheduled night work between 6:00 p.m. and 6:00 a.m.

SECTION B:

All part-time employees working evening or night shifts or employees assigned temporarily to perform night work, as referenced above, shall receive the appropriate differential. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

SECTION C:

An employee who performs regularly scheduled non-overtime work shall be entitled to pay at a rate equal to ten percent (10%) of his or her basic pay for that work, payable on an hour-for-hour basis, in increments of one-quarter (1/4) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

SECTION D:

An employee shall be entitled to a night differential for night work performed when he or she is assigned temporarily, except on an overtime basis, to a tour of duty other than his or her own.

ARTICLE 3: OVERTIME REST PERIODS

Any bargaining unit employee who is required to work three (3) hours or more beyond his/her regularly scheduled tour of duty shall be entitled to a thirty (30) minute paid rest period, to be taken at such time as patient care or work needs permits. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

ARTICLE 4: OUT OF TITLE WORK

If a nurse is assigned a position normally filled by an employee of a higher grade for longer than thirty (30) consecutive days, he/she shall receive the rate of pay for the higher graded position for the balance of his/her service in that job. A temporary promotion in excess of 120 days shall be subject to the competitive promotion procedures.

ARTICLE 5: UNIFORM ALLOWANCE

The Uniform allowance of $350.00 shall be paid annually to eligible employees required to wear uniforms in accordance with management-established practices. To the extent that lab coats are required by the Employer, they will be supplied by the Employer, and the uniform allowance does not apply.

ARTICLE 6: EDUCATION

SECTION A:

The District shall provide a minimum of $750.00 per bargaining unit employee for annual training/educational opportunities, and tuition reimbursement for health-related degree or certification, in accordance with the terms of the applicable working conditions agreement covering the bargaining unit employee or District-wide regulations (if not addressed in the applicable working conditions agreement). Requests for training or tuition reimbursement shall be submitted a minimum of 30 days in advance of the training/course and must be approved by the employee's supervisor prior to attendance. Attendance at such training/course must occur in the fiscal year in which the payment for training is made or reimbursement is required.

The availability for tuition reimbursement under this Article will not be applicable to Comp Unit 13 Agencies that have an agency wide tuition reimbursement program.

SECTION B:

Tuition reimbursement and administrative leave shall be provided for training in accordance with the applicable regulations.

SECTION C:

Employees will be eligible for no more than five (5) days administrative leave to attend professional meetings, workshops, seminars, etc. related to the performance of nursing duties or job responsibilities as long as staffing needs permits. Requests for administrative leave shall be submitted as far in advance as possible to permit appropriate staffing adjustments, if necessary.

ARTICLE 7: ANNUAL LEAVE/COMPENSATORY TIME BUYOUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under the District 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 8: SICK LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

SECTION A:

A full-time employee who is in a pay status for the Leave Year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

Employees in a non-pay status 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 and 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. 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.

ARTICLE 9: OVERTIME

SECTION A:

Hours of work authorized in excess of eight hours in a pay status in a day or forty 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 eight hours shift or the forty hours work week. The unscheduled leave rule will not apply when an employee has worked a sixteen hour shift (back to back) and takes unscheduled leave for an eight hour period following the back to back shift or where an employee has indicated his or 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:

Overtime work, as described in section A, above, shall be compensated at one and one-half (1.5) times the employee's regularly scheduled hourly rate. The employee, at his/her option, may elect to receive compensatory time at the rate of one and one-half (1.5) hours for each hour of work for which overtime is payable.

SECTION C:
Overtime will not be paid for employees on a compressed schedule. A compressed schedule for a full-time employee is an 80-hour bi-weekly basic work requirement which is scheduled for less

than ten (10) workdays. A compressed schedule for a part-time employee is less than an 80-hour bi-weekly basic work requirement which is scheduled for less than ten (10) workdays.

ARTICLE 10: CALL-BACK/ON-CALL

SECTION A:

A minimum of four hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or when not scheduled and informed in advance, on one of the days when he/she is off duty. Only time spent actually performing work, shall count as "hours worked" and be credited toward overtime compensation under the provisions of this Agreement and the requirements of the Fair Labor Standards Act (FLSA). In addition, employees shall be paid the night shift differential for all overtime hours actually worked between 6:00 p.m. and 6:00 a.m.

SECTION B:

1. An employee may be required to be on call prior to or 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 (25%) of his/her basic rate of pay for each hour the employee is on call.

2. For the purpose of this Agreement, time spent in an on-call status for which an employee will be considered on duty and time spent on standby duty shall be considered hours of work, and therefore eligible for compensation, if:

    a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

    b. The employee, although not restricted to the agency's premises:

        (1) Is restricted to his or her living quarters or designated post of duty;

        (2) Has his or her activities substantially limited; and

        (3) Is required to remain in a state of readiness to perform work.

3. The employee's schedule must specify the hours during which he/she shall be required to remain on call.

SECTION C:

An employee will not be considered off duty and time spent shall not be considered off work if:

1. The employee is requested to leave a telephone number or to carry an electronic device for the purpose of being contacted, or, if the employee is allowed to make arrangements of such that any work, which may arise during the on-call period, will be performed by another person approved by management; and

2. The restrictions in section B.2.a and B.2.b.(1), (2) and (3) do not apply.

ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK

The District shall pay premium pay at the rate of twenty-five percent (25%) of the employee's basic rate of pay for each hour the employee performs work on Saturday and Sunday. All part-time employees working Saturdays and Sundays shall also receive premium pay for weekend work at the rate set forth, above.

ARTICLE 12: 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 (2016 Repl.) and Chapter 87 of Title 5 of the United States Code.

   (a) District Official Code §1-622.03 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 Official Code §1-622.01 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 office to enroll or make changes in their life insurance coverage.

SECTION B: HEALTH INSURANCE

1. Pursuant to D.C. Official Code §1-621.02, 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 Unit 13 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 Unit 13 representatives notice of the proposed additions.

   (c) The employee contribution for total premium cost of the employee's selected plan is established by the D.C. Official Code.

2. Pursuant to D.C. Official Code §1-621.01, 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 the United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advanced request.

4. The Department shall provide an employee health services program that provide treatment, counseling and prevention health programs for the treatment of alcoholism, drug dependence and mental illness, consistent with its obligations under D.C. Official Code Section 1-620.07.

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 Unit 13 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, 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 Personnel Manual (DPM).

SECTION F: SICK LEAVE

1. In accordance with the D.C. Official Code §1-612.03 (2016 Repl.) a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days per annum.

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 the D.C. Official Code §1-612.03(m) (2016 Repl.)

2. Court Leave: An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local Government to the extent provided in D.C. Official Code §1-612.03(l) (2016 Repl.)

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: spouse (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code § 32-701 (2017 Supp.), married same-sex individuals, and related laws and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardians and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

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).

SECTION H: PRE-TAX BENEFITS

1. Employee contributions to benefits programs established pursuant to the D.C. Official Code §1-611.19, 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. DEFINED CONTRIBUTION PENSION PLAN: All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by D.C. Official Code §1-626.09(c), 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. Employees shall vest pursuant to the vesting schedule established by law.

3. DEFERRED COMPENSATION PROGRAM: As prescribed by §1-626.05 and related Chapters of the D.C. Official Code, all District Government employees covered by this agreement shall be eligible to participate in the District's Deferred Compensation Program. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

SECTION J: HOLIDAYS

1. As prescribed by the D.C. Official Code §1-612.02, 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) Memorial Day, the last Monday in May of each year;
   (e) Independence Day, July 4th of each year;
   (f) Labor Day, the 1st Monday in September of each year;
   (g) Columbus Day, the 2nd Monday in October of each year;
   (h) Veterans Day, November 11th of each year;
   (i) Thanksgiving Day, the 4th Thursday in November of each year;
   (j) Christmas Day, December 25th of each year; and
   (k) Emancipation Day.

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 13: ADMINISTRATIVE CLOSINGS

SECTION A:

1. Premium pay or leave due to an administrative closing will be paid and administered pursuant to the DPM, Section 1135.

2. Emergency employees or essential employees, as defined by the DPM, who are required to work when all other District Government employees are released for administrative closings by the Mayor, in lieu of compensation, shall earn administrative closing leave on an hour for hour basis for each hour worked during an administrative closing. A determination as to whether the employee receives administrative closing pay or administrative closing leave will be made by joint agreement between the employee and his/her supervisor.

SECTION B:

Each Department shall identify emergency positions. DCNA and each emergency employee shall be notified in writing of the emergency status of his/her position.

ARTICLE 14: BACK PAY

To the extent the authority to pay the award is delegated to the Agency, arbitration awards or settlement agreements shall be processed within 60 days of receipt from the employee or the Union of necessary and relevant documentation, including documentation of interim earnings or other potential offsets.

ARTICLE 15: TERM & TEMPORARY EMPLOYEES

The District recognizes that agencies and departments have extended many temporary and term employees' appointments 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 parties agree to the following:

1. Joint Labor-Management committees shall be established in each agency/program to identify temporary and term employees whose term or temporary appointment extend through six months after the effective date of this Agreement.

2. Each committee shall review all temporary and term appointment to determine whether each is consistent with law. If an appointment is not consistent with law, the Employer and the Union shall meet to resolve the matter. Employees shall be converted to permanent appointments consistent with the D.C. Official Code.

3. The Employer shall convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid from appropriated funds, to the career service prior to the expiration of this Agreement.

4. Prior to the expiration of this Agreement and if not inconsistent with law, the Employer shall make every effort to convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid through intra-District or federal grant funds, to the career service.

5. District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

ARTICLE 16: EMPLOYEE EDUCATIONAL LOAN REPAYMENT REIMBURSEMENT PROGRAM

SECTION A:

Consistent with the application criteria, bargaining unit employees may apply to the District of Columbia Health Professional Loan Repayment Program. The Program will repay the cost of education necessary to obtain a health professional degree. The Program will pay toward the outstanding principal, interest, and related expense of federal, state or local government loans and commercial loans obtained by the employee for school tuition and required fees incurred by the employee and reasonable educational expenses.

SECTION B:

Under the guidelines of this program, bargaining unit employees may be eligible for up to $66,000 over four years of service. Specifically, for each year of participation, the Program will repay loan amounts according to the following schedule:

1. First year of service, 18% of the total debt, up to $11,800

2. Second year of service, 26% of the total debt, up to $17,200

3. Third year of service, 28% of the total debt, up to $18, 500

4. Fourth year of service, 28% of the total debt, up to $18,500

ARTICLE 17: EMPLOYEE METRO CARD INCENTIVE

The District of Columbia Government shall subsidize the cost of monthly transit passes for personnel use by employees by not less than fifty ($50) 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 18: SAVINGS CLAUSE

SECTION A:

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

SECTION B:

The terms of this Agreement supersede any conflicting District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation or compensation matters covered herein for the term of this agreement.

ARTICLE 19: IMPROVED BENEFITS

SECTION A:

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive shall not automatically be applied to such employees, but will be negotiated.

SECTION B:

If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable at the option of DCNA.

ARTICLE 20: MILEAGE PAY WHEN FLOATING BETWEEN LOCATIONS

Any DCNA bargaining unit employee at DYRS who is floated between their assigned location to another location, that is, between New Beginnings Youth Services Center and the Youth Services Center, shall be entitled to receive compensation for mileage for the actual distance between the two locations.

Bargaining unit members who are reassigned to the new location are not entitled to this benefit.

Signed and executed this ____ day of _____, 2022.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

_____
E. Lindsey Maxwell II, Director
Office of Labor Relations and
Collective Bargaining

_____
Michael Kentoff, Interim Supervisory Attorney
Office of Labor Relations and
Collective Bargaining

_____
Robert L. Matthews, Director
Child and Family Services Agency

_____
Allison Fax, Labor Liaison
Child and Family Services Agency

_____
Thomas N. Faust, Director
Department of Corrections

_____
Paulette Johnson, Labor Liaison
Department of Corrections

_____
Andrew Reese, Director
Department on Disability Services

FOR THE UNION

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Walakewon Blegay, Esq.
Staff Attorney, Chief Negotiator
D.C. Nurses Association

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Comp 13 Unit President
D.C. Nurses Association

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Tracy Spann-Downing, RN, MSN
Comp 13 Unit Vice President
D.C. Nurses Association

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Jeanine Carter, RN, Comp 13 Unit Secretary
D.C. Nurses Association

_____
Chinyere Otuya, DDS Shop Steward
D.C. Nurses Association

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Monique L. Vaughn, RN MSN/MHA, RN
CFSA Shop Steward
D.C. Nurses Association

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Leonard Ekane, RN, DYRS Shop Steward
D.C. Nurses Association

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Peach Siribrahmanakul, Labor Liaison
Department on Disability Services

_____
Dr. Robert Holman, Medical Director
Department of Fire and Emergency
Medical Services

_____
India Daniels, Labor Liaison
Department of Fire and Emergency
Medical Services

_____
LaQuandra Nesbitt, MD, MPH, Director
Department of Health

_____
Gail Heath, Labor Liaison
Department of Health

_____
Wayne M. Turnage, Director
Department of Health Care Finance

_____
Felicia Rothchild, Labor Liaison
Department of Health Care Finance

_____
Hilary Cairns, Director
Department of Youth Rehabilitation Services

_____
Felicia Ward-Dockery, RN
DHCF Shop Steward
D.C. Nurses Association

_____
Eric Hugh, RN
D.C. Nurses Association

_____
Trey Stanback, Labor Liaison
Department of Youth Rehabilitation Services

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and the District of Columbia Nurses Association, dated _____, 2022, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this _____ day of _____, 2022.

_____
Muriel E. Bowser, Mayor

WORKING CONDITIONS BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

(COMPENSATION UNIT 13)

EFFECTIVE

FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia, hereinafter referred to as the Employer or Management or District, and the District of Columbia Nurses Association, hereinafter referred to as the Union, the Association, or DCNA, and covers employees in Compensation Unit 13 who are represented by DCNA. The Employer and Union are jointly referred to herein as "the Parties".

SECTION B:

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement (Agreement herein). Alleged violations of the Preamble per se will not be cited as contract violations.

2. The Employer and the Union recognize the need to provide professional, efficient nursing services to the public and to maintain and increase the quality of the nursing services. The Parties mutually agree to continue working toward this goal. The Parties have been afforded the opportunity to put forth all their proposals and to bargain in good faith. The Parties agree that this Agreement expresses the result of their negotiations and affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the Parties.

SECTION C:

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.

2, Now therefore, in consideration of the mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:

RECOGNITION

SECTION A:

The District of Columbia Nurses Association has been certified as the exclusive collective bargaining representative for the following appropriate unit (the Unit) herein:

> "All full-time registered nurse positions at all agencies under the personnel authority of the Mayor of the District of Columbia and the District of Columbia Child and Family Services Agency, , management executives, confidential employees, supervisors, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in

administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978."

SECTION B:

Should the Public Employee Relations Board certify or modify any collective bargaining unit as under the exclusive collective bargaining representation of DCNA, the District of Columbia will recognize the DCNA as such. The parties shall proceed promptly to negotiate concurrently any working conditions, other non-compensation matters, and coverage of the compensation agreement.

SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or any other competent authority, such decision shall not invalidate the entire Agreement it being the intent of the parties that all valid provisions shall remain in full force and effect.
Upon such an occurrence both parties will, if appropriate, immediately meet and enter into negotiations of the specific portion of the Agreement declared illegal by law to arrive at a substitute clause for the invalidated section.

DURATION

This Agreement shall be in full force and effect from the date this Agreement is signed by the Mayor. This Agreement shall be implemented in accordance with the requirements of the District of Columbia Comprehensive Merit Personnel Act of 1978, as amended, D.C. Official Code Section 1-617.15. (2001 Ed.). The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice at least ninety (90) days and not more than 180 days prior to the stated termination date of its desire to renegotiate this Agreement. Upon a mutually agreeable date, after notice of the renegotiation is given and all legal procedures have been followed, the parties will exchange proposed changes in the contract simultaneously.

FINALITY OF AGREEMENT

The Parties acknowledge that this Agreement represents the complete agreement of the Parties 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 parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties.

PART I: NON-COMPENSATION

ARTICLE 1: UNION SECURITY AND 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:

Consistent with D.C. Official code (2001 ed.), Management agrees to deduct dues from each employee's bi-weekly pay upon authorization on D.C. Form 277 or other appropriate form. An Employee's Dues Authorization Form along with Form 277, or other appropriate form, shall be forwarded to the Office of Labor Relations and Collective Bargaining. Dues withholding authorization may be cancelled upon written notification to the Union and Management. When Union dues are cancelled, Management shall withhold a service fee in accordance with Section C of this Article.

SECTION C:

The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of 10 cents per deduction per pay period.
In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code §§ 1-617.07 and 1-617.11(a), upon the Union's request that employees who do not pay Union dues shall pay a services fee amount (not to exceed Union dues) consistent with law, the Employer shall withhold the requested service fee. The Union retains the sole responsibility to develop and maintain procedural safeguards consistent with existing applicable law with regard to the administration of the payments of service fees.

SECTION D:

Payment of dues or service fee shall not be a condition of employment.

SECTION E:

The Union shall indemnify, defend and otherwise hold the Employer harmless for mistakes, omissions, timely deductions made or not made, etc., for deductions provided to the Union under this Article. Should any employee pursue a claim for recovery of any monies, it shall be a matter solely between the Union and the employee. Whenever it has been shown that the dues or service fees have been incorrectly deducted and forwarded to the Union, the Union shall refund them. The District Government shall only be liable to the Union for any dues or service fees deducted from the employee's pay.

SECTION F:

1. The service fees for bargaining unit employees who are not members of the union shall be equal to the proportionate share of the Union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of collective bargaining unit employees.
2. Employees hired subsequent to the effective date of this Agreement when a service fee is in effect shall normally have the service fee of Union dues withheld no later than the beginning of the third pay period after his/her date of entry on duty.

3. The Union shall be solely responsible for providing notices to bargaining unit employees who are not members and for maintaining procedures consistent with the constitutional rights of employees. Should the Union's annual "Hudson Plan" result in any challenges or objections, the arbitration award shall establish the amount of service fees for non-member employees. The Union shall annually, on the first Monday in January, notify management of the pro-rata amount to be paid for service fees and the results of any arbitration award should it result in a change in service fees payable by any unit member.

SECTION G:

When a service fee is not in effect, the Union may require that an 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 arbitrations, grievance or adverse action proceedings in accordance with provisions of the CMPA.

ARTICLE 2: EMPLOYEE LISTS

Upon written request, the Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union a list of all employees in the bargaining unit including:

1. responsibility center;

2. last name, first name;

3. position title;

4. grade/step;

5. tour of duty;

6. DC appointment date; and

7. termination date, code and reason for termination In addition, on a monthly basis the Agency shall supply a list of new hires and separations.

ARTICLE 3: UNION RIGHTS

SECTION A: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to:

   a. Post Union notices on designated bulletin boards;

   b. Transmit communications authorized by the Union's Executive Director to the Employer or its representative;

   c. Consult with the Employer, his/her representative, District or local officials, other Union representatives or employees, concerning the enforcement of any provisions of the Agreement.

2. Any collection of Union dues on the Employer's premises, solicitation of membership and distribution of literature shall be confined to the non-working time of all employees involved, except as provided below.

SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES

The Employer agrees that authorized representatives of the DCNA shall have access to the premises of the Employer during working hours to conduct Union/Management business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause a minimum disruption of work activities. If the time requested in the notice is not possible, the visit will be rescheduled within three (3) working days for a specific date and time.

SECTION C: BULLETIN BOARDS

1. The Employer agrees to provide bulletin board space where notices of official Union matters may be posted by the DCNA. Provisions will be made for DCNA use of space on existing bulletin boards in all bargaining unit facilities.

2. Notices shall not contain any political, derogatory or libelous statements or materials. The Agency agrees to notify the Union upon determination that such materials violate this section. The Union agrees to remove any material in violation of this Section not more than three (3) working days from the Department's request.

ARTICLE 4: BARGAINING UNIT REPRESENTATIVES

SECTION A: BARGAINING UNIT REPRESENTATIVES

1. Unit representatives shall be designated by the Union and shall be recognized as employee's representatives. The Union shall supply the labor liaison at each agency with lists of names of unit representatives and areas of assignments, which shall be posted on appropriate bulletin boards. Copies of such lists shall also be provided to the Office of

Labor Relations and Collective Bargaining (OLRCB). The Union shall notify the labor liaison at each Agency of changes in the roster of representatives within ten (10) days of such change. A copy of such changes shall also be provided to the OLRCB.
Representatives are authorized to perform and discharge representational activities and responsibilities, which may be assigned to them under the terms of this Agreement. In the event such performance would require the employee to leave his/her post of duty, he/she must first obtain the permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimal disruption of work activities. Requests for official time must be submitted on the form that is attached hereto as Appendix A.

2. Union representational rights, as established by the Agreement, will be extended only to those individuals designated on those lists provided to Management as referenced in this Article. For the purpose of this Agreement, the term "Union Representatives" and 'bargaining unit representatives' includes Union stewards and officers.

SECTION B:

In assigning Representatives, the Union will make every effort to designate an equitable distribution of Representatives. The Union will work toward establishing an equitable distribution of representatives at the division level.

SECTION C:

Any leave of absence for bargaining unit business shall be in accordance with the contract. The Employer has the right to grant or deny leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. Employees must submit a request for leave of absence (without pay) or annual leave two (2) weeks prior to the date of such event. The Employer may grant leave only if the employee can be released from his/her duties at that time.

SECTION D:

1. The Agency shall provide Union representatives official time in the manner hereinafter described to receive, investigate, prepare and present grievances. For purposes of this Article, preparation does not encompass drafting, editing, or legal research of arguments, briefs or memoranda involving matters before an arbitrator, administrative forum or court.

   a. When it is necessary for contacts to be made between employees and Union Representatives in connection with the prosecution of a grievance/complaint the Union representative who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. Such request will include a general statement regarding the nature of the meeting (i.e. to process a grievance/complaint) and notification of the location to be visited.

   Requests for official time must be submitted on the form that is attached hereto as Appendix A.

b. If it is necessary for an employee to leave his/her immediate work area, the employee shall contact the supervisor of the employee's work area who he/she is contacting. The supervisor shall advise the employee if the employee to be contacted can be relieved of his/her duties. Such arrangements, as described above, shall be coordinated prior to the requesting employee leaving his/her work area. Upon return to his/her work area, each employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.

c. Upon request, employees shall be granted administrative leave, to be estimated in advance, upon individual request within their scheduled working hours to present their own grievances or complaints to Management consistent with the D.C. Official Code § 1-617.06 (2001 Ed.).

d. Union stewards shall be granted official time authorized as administrative leave, to be estimated in advance, to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedure.

2. The Department agrees that permission for Union representatives/employees to conduct Union representational activities as defined in Section F below will not be unreasonably delayed; however, the Union recognizes that workload and scheduling considerations will not always allow for release of Union representatives/employees from their assignments, nor shall the presentation or receipt of a grievance or complaint interfere with the performance and reporting requirements of employees. Supervisors disapproving official time for representational activities shall provide a written statement setting forth the reasons therefore, notwithstanding the language on the Official Time Form.

3. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one (1) Union/employee representative, provided that one (1) DCNA staff member may also attend at any step. However, one (1) additional person may attend for training purposes.

SECTION F:

Bargaining unit business as used in this Article is defined as follows:

1. Preparation and presentation of grievances and appeals.

2. Consultation between Union representatives and authorized management officials affecting employees in bargaining unit.

3. Representation on committees established under this agreement.

4. Representation on the Partnership Council or committees, subcommittees or task forces established by the Council.
5. Preparation, investigation and participation in matters before the Public Employee Relations Board.

SECTION G:

In no case will internal Union business be conducted on official time, but rather the employee must request annual leave or leave without pay for internal Union business or Union-only training. The Employer recognizes however, that Union members may be authorized administrative leave to attend contract ratification meetings.

SECTION H:

Where committees are established pursuant to this Agreement, the Union will provide the Employer with a list of bargaining unit members and alternates designating the committee(s) they will serve on. The Union shall notify the Employer of changes in the list within ten (10) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

SECTION I:

The Employer shall endeavor to locate two (2) excess file cabinets near the program area of the union president for the exclusive use of the Union. Should the union desire to have a facsimile machine and separate line for the exclusive use of the Union, the Union shall contact the Labor Liaison and arrange to have it installed and maintained at the expense of the Union.

ARTICLE 5: DISCRIMINATION

SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

1. Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure enforcement of the D.C. Human Rights Law, D.C. Official Code Section 2-1401, et seq. (2004).

2. Alleged violations of this Article shall be subject solely to the provisions of Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia Government, 31 D.C. Reg. 56 (January 6, 1984), and are not grievable under the grievance/arbitration provisions of this collective bargaining agreement.

SECTION B: SEXUAL HARASSMENT

No employee shall be subject to sexual harassment. A statement of commitment to this principle will be posted where notices to employees are generally posted. Complaints of sexual harassment will be brought to the appropriate management official's attention and will be expeditiously investigated. If, after a claim of sexual harassment is resolved, the employee feels unable to continue in his/her job he/she may apply for a transfer; transfers will be accomplished in accordance with applicable regulations and this Agreement.

ARTICLE 6: STRIKES AND LOCKOUTS

1. It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District. The term "strike" as referred to herein means a concerted refusal to perform duties or any concerted work stoppage or slowdown not authorized by the Employer. The Union agrees that it has an affirmative duty to disavow any strike, and to publicly encourage employees to return to work, in accordance with the Comprehensive Merit Personnel Act, D.C. Official Code Sections 1-617.04 and 1-617.05.

2. No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Employer retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 7: ORIENTATION

SECTION A: GENERAL ORIENTATION

1. New nurses shall be given general orientation for bargaining unit employees followed by specific orientation to the program area assigned. General orientation shall include, but not be limited to the following:

    a. An explanation of the organizational structure of the Agency;

    b. The Agency's policies and procedures as they relate to the performance of the employee's duties;

    c. Legal rights of clients and staff including HIPAA; and,

    d. Familiarization with allied patient services and employee benefits.

2. All unit orientations for newly assigned/reassigned nurses will vary in length of time depending on the area and individual nurse's ability and experience as determined by the nurse's supervisor.

3. Orientation of nurses will include orientation to all units to which the employee is assigned.

4. When the Agency contemplates the assignment of the employee to a different work area/location or unit, the Agency shall provide unit specific orientation

5. The orientation program shall be structured and in writing to allow monitoring of the implementation and the progress of the employee.

6. Rehires and inter- or intra-agency transfers will receive orientation as required. Such orientation period may vary depending on the experience of the nurses.

SECTION B: STAFFING PATTERN

For the purpose of patient coverage, a nurse being oriented is not to be considered as a regular staff member in the staffing pattern of the unit.

SECTION C: UTILIZATION

A nurse being oriented is not to be utilized during her orientation period to provide coverage. A nurse can only be utilized before the conclusion of their orientation period during an emergency situation as defined by Article 28 of this Agreement.

SECTION D: ORIENTATION MATERIALS

Appropriate materials shall be provided for review. Orientation schedules will include an outline of the content to be included.

SECTION E: UNION ORIENTATION

A Union representative will be given thirty (30) minutes during orientation to explain the role and status of the Union to new employees. The Union will provide each new employee with an orientation package including the current contract, membership application and other literature regarding the Union. Management shall notify the designated representative of DCNA of the orientation schedule no later than fourteen calendar days prior to the date of orientation.

SECTION F: AGENCY REFERRALS

1. The Employer recognizes that it may receive referrals from other agencies, resulting in the assignment of additional duties to bargaining unit employees. The Employer shall, prior to assigning bargaining unit employees referrals, provide thorough and complete orientation on the agency's policies, procedures, guidelines and protocols relating to all aspects of the referral (including legal requirements and court responsibilities, if applicable).

2. If extensive additional job duties are required due to the high acuity of referred clients, the supervisor will work with individual employees to provide additional orientation and determine the impact on scheduled caseload.

3. Management shall insure that nursing policies and procedures are promulgated and in effect throughout all divisions, offices and programs. Management shall insure that bargaining unit employees receive orientation on all relevant promulgated policies and procedures and are provided a copy of such.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Upon the request of either party, there shall be labor-management committees for each Agency established and maintained during the course of this Agreement, which shall be comprised and function as follows:

1. The management side shall consist of either: the Agency Director or his or her designee, a representative of the highest level of nursing management in the respective Agency; and up to two other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items. Additional participants may be added by the Agency if necessary for discussion of agenda items, but the number shall not be unreasonably large.

2. The Labor side shall consist of the Chapter Chairperson, the DCNA representative responsible for collective bargaining with the Employer, and up to two persons whose presence is determined by the Union to be necessary for discussion of the agenda items. Additional employee participants may be added by DCNA if necessary for discussion of agenda items, but the number shall not be unreasonably large.

3. The Committee shall meet upon the request of either party at a mutually agreed upon time that will assure attendance of the Committee members.

4. At least five (5) working days before the scheduled meeting date, the Parties shall exchange agendas listing the subjects proposed for discussion. The agenda may be amended upon notice at least two (2) days in advance. The parties shall try to avoid postponing the meetings. The scheduled meetings may be cancelled by either party if an agenda is not presented five (5) working days in advance of said meeting.

5. Topics for discussion may include any issue relating to working conditions that could affect members of the bargaining unit. Grievances may be discussed upon mutual agreement. Nothing shall be agreed to in these meetings that will have the effect of altering or amending the Agreement.

6. Reasonable efforts will be made to schedule committee and subcommittee meetings on working time of all members. Union officials who are scheduled to work at the time of a meeting will receive appropriate time to attend meetings, including if necessary, meetings in Section 7 of this Article. In no case, will overtime be paid to anyone as a result of the implementation of this Article.

7. If necessary, based on the mutually agreed upon need to address District- or Agency-wide issues, labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Subsections 1 and 2 above.

ARTICLE 9: MERIT PROMOTION

SECTION A:

Bargaining unit vacancies and promotion opportunities shall be filled in accordance with D.C. government rules and regulations, and this Agreement, as applicable.

SECTION B: POSTING

Vacancy announcements shall be posted by the Employer within five (5) working days after receipt from the District of Columbia Office of Personnel.

SECTION C:

1. Any unit member who applies for a vacancy in a higher graded position will be considered for that position if he/she is qualified, in accordance with established rules and regulations and this Agreement.

2. Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job.

SECTION D:

1. Where two of the best qualified candidates for unit positions are equal, as determined by the Department, the employee with the longest continuous service as a registered nurse with the Department or its predecessors, or Federal government agencies as presently recognized will be selected.

2. Upon any selection from a list of best qualified applicants for bargaining unit positions, the Union, upon request, shall be notified of the result and rationale of the selection.

SECTION E:

No employee may grieve non-selection unless there has been a procedural violation of the D.C. government rules and regulations and/or this Agreement. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

ARTICLE 10: WORK SCHEDULE

PART 1: WORK SCHEDULES FOR EMPLOYEES IN CLINICAL WORK AREAS SECTION

SECTION A: POSTING OF WORK SCHEDULES

1. Time schedules are to be posted at least five (5) to eight (8) weeks in advance. If, due to an unavoidable emergency in which the scheduler is unable to provide minimum coverage for patient care, the scheduler may request employees to work different shifts than those originally posted. Volunteers must be solicited before making such changes. At least five (5) calendar days' notice will be given for involuntary changes. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. An emergency is not chronic or recurring shortages of staff.

2. All requests for extended annual leave are to be submitted prior to the posting of a work schedule.

3. Thereafter, nurses requesting annual leave or sick leave (for scheduled appointments) must make their own arrangements for replacements without the use of overtime. The scheduler will assist the nurses in emergency situations.

SECTION B: GUARANTEE OF WEEKENDS OFF

The Employer will schedule each nurse every other weekend off. This provision shall be suspended under emergency situations or upon mutual agreement between individual employees and the Employer. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. For the purposes of this section, the term "weekend" shall mean Saturday and Sunday. The determination of whether a shift is considered a Saturday or Sunday shift shall be in accordance with existing practices.

PART 2: WORK SCHEDULES FOR EMPLOYEES IN NON-CLINICAL WORK AREAS

SECTION A: SHIFT SCHEDULING

1. Management has the right to establish work schedules to satisfy the District's needs to provide services. The Employers will notify the Union at least thirty (30) days prior to the implementation of new work schedules, and will upon request, bargain to the extent permissible by law. However, in applying this provision, the Employer will give consideration to accommodating employees with special needs relating to their work schedule. Requests for such accommodation shall be made in writing, to the employee's immediate supervisor, within five (5) days of notification of the new work schedule.

2. Where permanent shifts exist or are established, qualified volunteers shall be considered. In the event that more than one (1) qualified volunteer requests placement in the available permanent shift, selection shall be based on seniority (entrance on duty (EOD) date). The most senior volunteer, as indicated above, shall be placed in the available permanent shift.

PART 3:

SECTION A: ALTERNATIVE WORK SCHEDULES

1. Prior to implementing an alternative work schedule, the Employer shall notify the Union and, upon request, bargain to the extent permissible by law. Overtime premium pay will be paid in accordance with the AWS policy. Other premiums shall be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will be earned at the same number of hours per pay period as for employees on five-day, forty-hour schedules and will be charged on an hour-by-hour basis.

2. Nurses who do not wish to work an alternative work schedule may request to maintain their regular schedule or request to be reassigned to another unit. The Agency shall make reasonable efforts to grant such requests, provided however, that granting the request will not disrupt service to the public.

SECTION B: LUNCH

Each employee scheduled to work at least eight and one-half (8.5) hour shifts shall receive a thirty (30) minute lunch break. Management shall assure that coverage for lunch breaks will be provided where necessary.

SECTION C: NEW PROGRAMS AND SERVICES

In the event that the Employer adds new programs, services, units or divisions, it shall negotiate with Union over the impact and effect on work schedules of bargaining unit members.

SECTION D: EMERGENCY SITUATIONS

The parties understand that work schedules may be temporarily modified to permit the Agency to more effectively respond during health-related incidents requiring increased nursing services to the public or in emergencies. In the case of emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, this Agreement shall not be deemed to apply in connection with reasonable measures taken by the Employer for the care and protection of patients, the public, the equipment and buildings, or reasonably necessary to repair and place the same in condition for occupancy.

SECTION E: FLEXIBLE SCHEDULE ARRANGEMENTS

To the extent possible, Management shall provide flexible work schedule arrangements to employees in its discretion.

ARTICLE 11: VACATION SCHEDULES

SECTION A: VACATION AND HOLIDAY TIME

Vacation Time - Annual Leave:

1. All vacation requests for prime time (May 15th September 15th) must be submitted by March 1st. Vacations will be approved or disapproved by April 1st. Vacation requests for non-prime time must be submitted no later than two (2) weeks before taking the requested vacation in compliance with Article 11, Work Schedule, Section A.

2. CFSA Vacation Time – All requests for leave to be taken from June 15th – September 15th must be submitted by April 1st. Leave will be approved or disapproved by May 1st. Leave requests for periods other than from June 15th to September 15th must be submitted no later than two (2) weeks before taking the requested leave in compliance with Article 11, Work Schedule, Section A.

Holiday Time:

1. Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by September 15. Holiday time will be approved or disapproved by October 15.

2. CFSA - Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by October 15. Holiday time will be approved or disapproved by October 31.

3. The Employer will make good faith efforts without resort to overtime to grant at least four (4) consecutive days off during the holiday period, to include scheduled days off, holiday, accrued compensatory time and annual leave.

SECTION B: ANNUAL LEAVE (THREE DAYS OR LESS)

A request for a short leave of absence shall be answered before the end of the work shift in which the request is submitted. Such requests shall be made during the first half of the shift.

SECTION C: GENERAL PROVISIONS

1. Leave shall be provided in accordance with the District Personnel Manual and this Agreement. Vacations should not be denied solely on the basis of failure of the employee to comply with the stipulated deadlines for submission of requests. However, if a conflict results due to a late request, the employee who submitted her request in compliance with the deadline will receive priority consideration for the requested time and will not have her approved vacation changed in order to accommodate a late request.

2. An employee will not be denied the opportunity to change a vacation request either before or after it has been approved. Such requests will not conflict with either approved or already submitted vacations.

3. Unless an employee asks to change her vacation, Management will not revoke an approved vacation except in emergencies, such as but not limited to, an unanticipated inability to meet critical minimum staffing needs, major disasters -- either natural or man-made -- or civil disturbances, and then only after consultation with the parties involved.

4. The Employer will consider individual employee circumstances in addition to the needs of the Agency when approving or denying leave requests.

ARTICLE 12: ADMINISTRATION OF OVERTIME

Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. On those occasions when there are more employees available than overtime, work will be assigned to the employees on the list on a rotating basis by length of service as a registered nurse in the Agency/Component, and by specialty. On those occasions when there are not enough volunteers available, overtime will be assigned to employees within the facility according to specialty on a rotating basis starting with the least senior person, except when the need of the program requires otherwise.

ARTICLE 13: OFFICIAL TRAVEL

SECTION A:

The employer agrees to reimburse each bargaining unit employee authorized to use his/her personal car for official business at the rate established for employees of the Federal Government.

SECTION B:

In the event that an employee who is required to travel away from an office environment utilizes his or her personal vehicle, the Department shall provide a government issued notification indicating that the employee is working on government business.

SECTION C:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment during the workday to perform official duties with a cellular phone or access to a cellular phone for the period that they are away from office. The Employer shall insure that the phone is properly equipped and maintained.

SECTION D:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be transported by a Government vehicle or public transportation or taxi as appropriate.

SECTION E:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be escorted by a security or special police officer if the employee has a reasonable belief that there is imminent threat of harm or danger.

SECTION F:

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 §§ 1-411 — 1-416) (2001 ed.) The 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.

SECTION G:

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. § 3721).

SECTION H:

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.

SECTION I:

The Employer agrees that employees using public transportation for official business shall be provided bus tokens, fare cards or reimbursements.

ARTICLE 14: GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A: GENERAL

1. This procedure is established for use in the resolution of grievances. The term "Grievance" means a complaint by an employee of the bargaining unit that there has been a violation, misinterpretation or misapplication of this Agreement, or the Compensation Agreement, or a violation, misinterpretation or misapplication of the Agencies or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
2. No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article may be extended only by mutual consent.
3. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism including the Office of Employee Appeals.
4. If otherwise in a duty status, the employee and his or her Union representative, if employed by the District Government, are entitled to a reasonable amount of official time to present and pursue the grievance.
5. A copy of all grievances filed at step 2, or above will be submitted simultaneously to the Agency's labor liaison. A copy of all grievance replies and information requests under section B, Step 2 will be submitted simultaneously to the DCNA Office.
6. Work days for purpose of filing or processing grievances only shall mean Monday through Friday.
7. Grievances may be filed by the Union alleging a contract violation of general applicability. Union grievances shall be filed at the appropriate step of the grievance procedure; that is, with the supervisor or other official whose alleged contract violation is at issue.
8. The parties, or their authorized representatives, have the authority to settle any grievance at any stage of the grievance procedure.

9. Issues of procedural arbitrability shall be presented first at the arbitration proceeding and must be decided before a hearing on the merits. Disputes concerning substantive arbitrability will be determined by the courts.

10. At the request of either party a meeting to discuss the grievance will be held at either Step 2 or Step 3 at the relevant agency.

SECTION B: PROCEDURE

Step 1: The aggrieved employee, with or without the Union representative, shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall respond orally to the Union representative (or to the employee in cases where the employee brought a grievance without the Union representative) within ten (10) working days. If the grievance is presented in writing, the response will be in writing.

Step 2: If the grievance is unresolved, it shall be presented in writing by the Union representative to the second level supervisor within ten (10) working days after the supervisor's response is due. The second level supervisor shall respond in writing to the Union representative within ten (10) working days.

Each grievance filed at Step(s) 2, 3, 4 and 5 of this procedure shall contain: (I) Date(s) grievance occurred; (2) Name of Union representative filing the grievance; (3) the date the grievance was filed; (4) Name(s) of grievant and work site; (5) Name of the management official with whom grievance was filed; (6) Nature of grievance; (7) Article(s) and section(s) of contract violated; (8) the remedy requested, and (9) any responses received.

Should the grievance not contain the above information, management shall specify in writing, to the Grievant and the Union representative the information required to correct the grievance. The Grievant or Union representative shall have ten (10) working days from receipt of notification to respond to the Step 2 official's request.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union Representative to both the Deputy Director or other appropriate Agency designee and the Administrator within fifteen (15) working days after the second level manager's response is due. The Deputy Director or other appropriate Agency designee or Administrator may convene an informal hearing prior to replying to the grievance, and shall respond in writing to the Union Representative within fifteen (15) working days after the date of hearing.

Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the appropriate Agency Director within fifteen (15) working days after the response from Step 3, is due. The director or the director's designee shall reply in writing to the Union representative within thirty (30) working days.

Step 5: If the grievance is still unresolved, either party may, within twenty (20) calendar days after the reply at the previous step is due, invoke arbitration by written notice to the other.

The request for arbitration must be served on the OLRCB with copies to the Agency's labor liaison.

SECTION C: ARBITRATION

1. The parties agree on a list of three (3) arbitrators to hear and decide all grievances: Robert T. Simmelkjaer, Roger Kaplan, Joseph Sharnoff. One arbitrator will be assigned to each grievance referred to arbitration in the order listed starting from the first and proceeding to the last listed. Additional arbitrators may be added to, or an arbitrator deleted from, the list of arbitrators by the parties mutual written agreement. Once a grievance has been assigned to an arbitrator, the next grievance assigned to an arbitrator will be referred to the next arbitrator listed regardless of the resolution of the first grievance.

2. Once the arbitrator is appointed, no new or different claims may be submitted except by the mutual agreement of the parties.

3. The parties will make reasonable efforts to schedule hearings within 120 days of the demand for arbitration.

4. The decision of the arbitrator shall be final and binding on the parties, except as otherwise provided by law, and shall not be inconsistent with the terms of this Agreement. The arbitrator shall render his/her decision within, thirty (30) calendar days after the conclusion of testimony, argument, and/or after the filing of post-hearing briefs (whichever is later).

5. Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the DCNA. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. The parties shall endeavor to reach mutual agreement concerning shared cost for transcription services. If the parties cannot agree to share the cost for transcription services, the party ordering transcription services shall arrange to have a copy provided to the Arbitrator. Hearing will be held at a location agreed to by the parties.

ARTICLE 15: CORRECTIVE OR ADVERSE ACTIONS

SECTION A:

Any corrective or adverse action shall be taken for just cause, in accordance with the current provisions of Section 1-617.51 of the Comprehensive Merit Personnel Act and Chapter 16 of the DPM.

SECTION B:

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

SECTION C:

A charge of AWOL is not a form of discipline but may result in corrective or adverse action when charged in a procedurally correct manner.

SECTION D:

Corrective or adverse actions may be grieved through the grievance procedure contained in this Agreement, or appealed to the Office of Employee Appeals (OEA), but not both. An employee's election to appeal to the Office of Employee Appeals shall be in writing, with copies to the Employer and the union, and shall be irrevocable.

SECTION E:

Any employee required to attend a disciplinary conference or investigatory interview which may result in discipline may elect to have union representation, if no union representatives are available, the meeting shall be rescheduled within three (3) workdays for a specific date and time. Such meeting can occur more than three (3) days later.

SECTION F:

If a disciplinary action is dismissed on procedural grounds, the disciplinary action and all references to it shall be removed from the employee's official personnel file and adverse action file. Should it be necessary for any record relating to the disciplinary action to be kept (e.g., risk management), the employee will be notified of the location and purpose of such record.

SECTION G:

Matters related to investigations and discipline shall be processed consistent with this Agreement, Chapter 16 of the DPM, applicable laws, regulations and existing policies.

ARTICLE 16: PERSONNEL FILE

Official personnel files shall be maintained in accordance with the procedures of Chapter 31 of the D.C. Personnel Rules, "Records Management and Privacy of Records."

1. An employee and her authorized representative shall be permitted to examine his or her personnel file upon request in accordance with Personnel Rules. The employee or his or her representative shall indicate in writing, to be placed in the file, that she has examined said file. Where an employee provides written authorization for his or her representative to review the employee's personnel file, the written authorization shall specify the documents and /or records to be disclosed or the degree of access permitted by the employee to the representative.

2. Only those personnel who have an official right and reason for inspecting an employee's file may do so. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and reason for said examination, except for persons filing documents in a purely clerical capacity and for use in conjunction with litigation, administrative hearings, and classification and compensation reform efforts.

3. Upon request Administrators shall continue to place in an employee's file, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature. In addition, all other pertinent information shall be placed in the employee's file. Management officials shall notify an employee of letters of appreciation or commendations that management received concerning said employee from the public or other District employees.

4. In accordance with the provisions of the guidelines and regulations of the District Personnel Manual, Chapter 31, Records Management and Privacy of Records, confidential inquiries and replies of any such material received from competent responsible outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file, upon the employee's request, after completion of the employee's probationary period of employment. In any event, this material shall not be used against the employee. This shall not apply to confidential medical information relevant to the employee's fitness to perform the duties of her position.

5. No material related to an employee's conduct, character or personality shall be placed in the official personnel folder unless it is signed and dated by the person submitting the information. The employee shall be made aware of information described in this paragraph being placed in the file. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

ARTICLE 17: EDUCATION

SECTION A:

1. In order to keep abreast of current practices in nursing and health care, employees are encouraged to apply for job related education and training. The Employer will seek to increase related educational opportunities and distribute such educational opportunities among all employees.

2. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted prior to forty-five (45) calendar days before the approved training, Management shall make every effort to pay the funds prior to the training taking place.

3. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted less than forty-five (45) calendar days before the approved training, Management shall make every effort to reimburse the employee within forty-five (45) days of the request.

4. On or about January 1 of each year, the District shall send a statement to all Agency Directors and managers indicating that the negotiated collective bargaining agreement entitles each bargaining unit employee to an annual training allowance provided for in Article 6, Section A.

SECTION B: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

The committee's training responsibilities shall also include the following:

1. Making recommendations regarding the specific needs for in-service education programs.

2. Receiving requests for the addition of programs or courses for nursing education. The committee will review and recommend programs for the education calendar.

3. Report quarterly on its activities and on available and proposed training and educational opportunities.

4. Develop a proposed training calendar of proposed training and educational opportunities to be offered by the Agency.

5. Reviewing education/training requests in accordance with the following procedures.

    a. All training requests are to be submitted on Training Form 1 in accordance with agency procedures and time limits. If training is requested by the employee, the supervisor shall request approval or shall deny the request on the Form 1. Management shall respond to requests for leave related to obtaining a BSN or MSN degree or other health related graduate degrees within a reasonable time after receipt of the request. Management will not arbitrarily or unreasonably deny a request. If management denies a request, it will provide the employee a written explanation.

    b. Requests for training shall be responded to within three (3) work days after the Form 1 is submitted.

    c. Copies of all training requests, whether approved or denied, will be referred to the education committee on a quarterly basis. The committee shall review training requests and shall submit reports to the District, Commissioners and the Union on their findings and recommendations concerning operations of the training program.

    d. The training committee shall have access to any available information concerning training, including sources and amounts of money available for training and education. They may recommend an in-service education program calendar, within their Agency, if appropriate.

SECTION C:

Educational leave denials may be grieved through the contract grievance procedure. Denial of administrative leave and annual leave to facilitate attendance at training relevant to the employee's employment constitutes a denial of educational leave. If the educational leave request

is denied the employee may grieve the denial within three (3) workdays of being notified of the denial at the step corresponding with the next grievance level above which the request was denied. The grievance may continue through succeeding steps on the three (3) day interval basis provided for in the preceding sentence. If the grievance reaches step 4, the Director or his/her designee shall respond within no more than ten (10) calendar days. Should the grievance go to arbitration, the parties will seek an arbitrator familiar with nursing education.

ARTICLE 18: TRANSFERS

SECTION A:

Bargaining unit members may submit requests for transfer or reassignment to other positions and work locations within the Agency in which they are employed.

SECTION B:

When vacancies occur in bargaining unit jobs, the Agency official responsible for maintaining the reassignment requests shall review the reassignment request file and shall notify employees who have requested reassignments to that position or work location that such vacancy exists. Nurses who are so notified will have an opportunity to timely submit a DC 2000 application to personnel. Applications solicited in this manner will be considered at the same time and in the same manner as other applications for that vacant position. Approved non-competitive transfers will be granted in order of request. In the case of ties, such transfers will be granted in order of longest service computation date.

SECTION C:

Requests for reassignment may be acted upon in the absence of a vacant position when the Agency official responsible for maintaining reassignment requests identifies situations in which a nurse is qualified and able to perform the work at the other work locations and nursing management officials at each location approve the reassignments.

SECTION D:

Reassignment requests will be reviewed in January and July. Reassignments or details, when necessary, shall be rotated in order of reverse seniority (as determined by individuals service computation dates) if there are no-volunteers; provided that the nurse has the appropriate qualifications to fulfill the duties of the position to which reassigned/detailed.

ARTICLE 19: HEALTH AND SAFETY

SECTION A:

The Employer shall provide and maintain adequate, safe and sanitary facilities in compliance with D.C. health and safety laws, licensure requirements and requirements of regulatory agencies. The Center for Disease Control guidelines are used to provide a central reference containing recommendations for preventing and controlling nosocomial infections.

SECTION B:

Any time a nurse is required to perform tasks which she believes would endanger her health, safety or well-being or that of the patient, she is to notify her supervisor or designee. If not resolved at that level, the nurse can bring the matter to the immediate attention of the next level of supervision. The nurse shall document the incident in the appropriate incident sheet, as determined by management.

SECTION C:

When clinics are closed for unsafe conditions or otherwise closed, nurses shall be reassigned or, based upon needs of the services as determined by the Employer, granted leave. If clinics are closed during the course of a workday and employees are reassigned, the employer will provide transportation to the assigned site, if needed.

SECTION D:

Issues involving environmental conditions will be reported and processed in accordance with agency procedures. However, if relief is not provided in a reasonable period of time, individuals may file grievances involving safety and health at Step 2, and proceed with the grievance through step 4, but may not invoke step 5.

SECTION E:

Nothing in this article shall prevent employees or the Union from filing reports under the D.C. Occupational Safety and Health plan in accordance with Title 21 of the CMPA, 1987 Repl. Vol. as amended.

SECTION F:

The Union may designate one (1) health and safety officer for each work site to facilitate the implementation of this Article. The Union shall provide each Department Director and labor liaison with the names of the respective designated Health and Safety Officer and alternate and will notify the Director and labor liaison of any changes in these designations.

SECTION G:

The Union shall have an opportunity to designate a representative and alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

ARTICLE 20: INCLEMENT WEATHER

Nurses declared essential for work in weather emergencies shall report for duty as scheduled. Inability to report for duty as described above shall be considered in accordance with existing policies and practices on an individual basis.

ARTICLE 21: EQUIPMENT AND SUPPLIES

Routine patient care equipment and supplies (excluding personal use items such as watches) are to be furnished by the Employer and used by the nurses in the unit only for carrying out their duties. Any actual or perceived shortages or defects in equipment and supplies furnished by the Employer shall be brought to the immediate attention of nursing supervisors.

ARTICLE 22: PROFESSIONAL PRACTICE

SECTION A: NON-NURSING DUTIES

In support of the concept that patient care is the primary responsibility of registered nurses, management shall seek to minimize assignment of registered nurses to duties not related directly to patient care and the related documentation.

SECTION B: JOB DESCRIPTION

The Employer shall make available to each new nurse a copy of the written job descriptions. Nurses already employed may receive a copy of their job description upon request. The Department shall solicit the nurses' input while developing proposed changes in job descriptions.

SECTION C: POLICY MANUALS

Upon request the Union shall be provided a copy of applicable nursing policy manuals created or in effect by January 1 of each year, and as updated. The applicable nursing policy manual(s) shall be placed in all work locations where nurses are assigned.

SECTION D: SUBJECT MATTER OF MEETINGS

Matters related to staffing, non-nursing duties and professional nursing practice will be considered during labor-management meetings, in accordance with Article 9, "Labor-Management Committees, of this Agreement.

SECTION E: ASSIGNMENTS TO DUTIES REQUIRING SPECIAL TRAINING OR EXPERIENCE

1. The Employer shall not deploy, detail or assign bargaining unit registered nurses to perform duties where special training or experience is required without first assuring that the nurses currently possess the special training or experience needed to perform the duties or providing the necessary training to permit the nurses to successfully perform such duties; provided however, this provision shall not be interpreted to prevent the Agency from assigning nurses in emergencies. The parties recognize that registered nurses must adhere to statutory licensing and nursing requirements.

2. Orientation or training shall be provided for any new patient care procedure or new type of equipment to be utilized.

SECTION F: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

Within sixty (60) days of execution of this Agreement, the parties shall establish a Professional Practice Training Committee, which shall be comprised of representatives from each Agency and the Union. The Committee shall:

1. Assess the skills of bargaining unit nurses (including those with specialized training or experience);

2. Discuss Agency needs for nursing skills (including those that may be required intermittently, during health-related incidents requiring increased nursing services to the public, or emergencies);

3. Assess bargaining unit nurses training needs in light of anticipated or projected need for nursing services;

4. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for submission to each Agency concerning ongoing nursing training programs for bargaining unit nurses;

5. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for procedures that permit agencies to more effectively respond during health-related incidents requiring increased nursing services to the public, or emergencies.

ARTICLE 23: CIVIC DUTY

Volunteers shall be solicited first for civic duty jobs. If sufficient numbers of employees do not volunteer, each Administration shall assign nurses on the existing rotational basis. The District of Columbia will be responsible for reimbursement for services of nurses selected in accordance with this Section.

ARTICLE 24: IMPROVED BENEFITS

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive, shall not automatically be applied to such employees.
If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable, at the option of DCNA.

ARTICLE 25: WORK PERFORMANCE EVALUATION

SECTION A:

The parties agree that until a new performance plan is developed, as required by Section 1-613.53 of the D.C. Official Code (2001 Ed.), the rating plan currently in place will continue in effect.

SECTION B:

Every employee shall be carefully evaluated periodically, in accordance with District Personnel Manual, in order to promote effective and economical operation of the Government of the District of Columbia and to strengthen supervisory employee relations. Such evaluation shall be made with a view toward identifying deficiencies, taking corrective action, and providing recognition and incentive for outstanding performance of duties.

SECTION C:

1. An employee's request for an impartial review of a performance rating by D.C. Performance Rating Impartial Review committee must be in writing, outlining the reasons for his request, and submitted in quadruplicate.

2. Requests to this Committee must be filed within thirty (30) calendar days after the employee has been informed of his rating.

SECTION D:

An employee may elect to appeal the Impartial Review Board Committee's decision to the Office of Employee Appeals (OEA) in the manner specified in OEA's regulations or, if applicable, grieve the decision under the provisions of Article 15 of this Agreement.

SECTION E:

The District of Columbia Nurses' Association, in its capacity as a labor organization, may send an observer to hearings on performance ratings in accordance with the District Personnel Manual.

SECTION F:

1. All nurses in the bargaining unit shall be supervised and evaluated in the areas of nursing practice issues by Registered Nurse Managers/Supervisors. Bargaining unit nurses shall be supervised and evaluated by employees of the District of Columbia, consistent with law and regulation.

2. Before assigning a contract nurse as a charge nurse for any particular shift or unit, Management shall first determine whether any bargaining unit nurse on the unit qualifies for the assignment of charge nurse. If management determines that unit nurses are qualified, the assignment shall be made from among the qualified nurses.

ARTICLE 26: PRINTING COSTS

Each party is responsible for providing its stakeholders with copies of the Agreement.

ARTICLE 27: REORGANIZATION, REALIGNMENT AND PRIVATIZATION

SECTION A:

Consistent with the D.C. Official Code, the District shall notify the Union no later than thirty (30) days prior to the implementation of any agency reorganization or realignment affecting bargaining unit employees and, upon demand, bargain the impact and effects of any such reorganization or realignment.

SECTION B:

If during the term of this Agreement, the Employer awards any contract that displaces bargaining unit employees, the D.C. Official Code §2-301.05b shall govern the rights of any bargaining unit employees

Signed and executed this ____ day of _____, 2017.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

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Office of Labor Relations and
Collective Bargaining

Dean Aqui, Supervisory Attorney Advisor
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Steven N. Blivess, Esq.
~~Assistant General Counsel~~ Sr. Labor Relations Specialist SNB
Fire and Emergency Services Department

APPROVAL

This collective bargaining agreement between the District of Columbia and the District of Columbia Nurses Association, dated _____, 2018 has been reviewed in accordance with the Section 1-617.17 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this _____ day of _____, 2018.

Muriel Bowser
Mayor

WORKING CONDITIONS BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

(COMPENSATION UNIT 13)

EFFECTIVE

FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia, hereinafter referred to as the Employer or Management or District, and the District of Columbia Nurses Association, hereinafter referred to as the Union, the Association, or DCNA, and covers employees in Compensation Unit 13 who are represented by DCNA. The Employer and Union are jointly referred to herein as "the Parties".

SECTION B:

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement (Agreement herein). Alleged violations of the Preamble per se will not be cited as contract violations.

2. The Employer and the Union recognize the need to provide professional, efficient nursing services to the public and to maintain and increase the quality of the nursing services. The Parties mutually agree to continue working toward this goal. The Parties have been afforded the opportunity to put forth all their proposals and to bargain in good faith. The Parties agree that this Agreement expresses the result of their negotiations and affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the Parties.

SECTION C:

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.

2, Now therefore, in consideration of the mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:

RECOGNITION

SECTION A:

The District of Columbia Nurses Association has been certified as the exclusive collective bargaining representative for the following appropriate unit (the Unit) herein:

> "All full-time registered nurse positions at all agencies under the personnel authority of the Mayor of the District of Columbia and the District of Columbia Child and Family Services Agency, , management executives, confidential employees, supervisors, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in

administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978."

SECTION B:

Should the Public Employee Relations Board certify or modify any collective bargaining unit as under the exclusive collective bargaining representation of DCNA, the District of Columbia will recognize the DCNA as such. The parties shall proceed promptly to negotiate concurrently any working conditions, other non-compensation matters, and coverage of the compensation agreement.

SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or any other competent authority, such decision shall not invalidate the entire Agreement it being the intent of the parties that all valid provisions shall remain in full force and effect.
Upon such an occurrence both parties will, if appropriate, immediately meet and enter into negotiations of the specific portion of the Agreement declared illegal by law to arrive at a substitute clause for the invalidated section.

DURATION

This Agreement shall be in full force and effect from the date this Agreement is signed by the Mayor. This Agreement shall be implemented in accordance with the requirements of the District of Columbia Comprehensive Merit Personnel Act of 1978, as amended, D.C. Official Code Section 1-617.15. (2001 Ed.). The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice at least ninety (90) days and not more than 180 days prior to the stated termination date of its desire to renegotiate this Agreement. Upon a mutually agreeable date, after notice of the renegotiation is given and all legal procedures have been followed, the parties will exchange proposed changes in the contract simultaneously.

FINALITY OF AGREEMENT

The Parties acknowledge that this Agreement represents the complete agreement of the Parties 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 parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties.

PART I: NON-COMPENSATION

ARTICLE 1: UNION SECURITY AND 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:

Consistent with D.C. Official code (2001 ed.), Management agrees to deduct dues from each employee's bi-weekly pay upon authorization on D.C. Form 277 or other appropriate form. An Employee's Dues Authorization Form along with Form 277, or other appropriate form, shall be forwarded to the Office of Labor Relations and Collective Bargaining. Dues withholding authorization may be cancelled upon written notification to the Union and Management. When Union dues are cancelled, Management shall withhold a service fee in accordance with Section C of this Article.

SECTION C:

The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of 10 cents per deduction per pay period.
In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code §§ 1-617.07 and 1-617.11(a), upon the Union's request that employees who do not pay Union dues shall pay a services fee amount (not to exceed Union dues) consistent with law, the Employer shall withhold the requested service fee. The Union retains the sole responsibility to develop and maintain procedural safeguards consistent with existing applicable law with regard to the administration of the payments of service fees.

SECTION D:

Payment of dues or service fee shall not be a condition of employment.

SECTION E:

The Union shall indemnify, defend and otherwise hold the Employer harmless for mistakes, omissions, timely deductions made or not made, etc., for deductions provided to the Union under this Article. Should any employee pursue a claim for recovery of any monies, it shall be a matter solely between the Union and the employee. Whenever it has been shown that the dues or service fees have been incorrectly deducted and forwarded to the Union, the Union shall refund them. The District Government shall only be liable to the Union for any dues or service fees deducted from the employee's pay.

SECTION F:

1. The service fees for bargaining unit employees who are not members of the union shall be equal to the proportionate share of the Union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of collective bargaining unit employees.
2. Employees hired subsequent to the effective date of this Agreement when a service fee is in effect shall normally have the service fee of Union dues withheld no later than the beginning of the third pay period after his/her date of entry on duty.

3. The Union shall be solely responsible for providing notices to bargaining unit employees who are not members and for maintaining procedures consistent with the constitutional rights of employees. Should the Union's annual "Hudson Plan" result in any challenges or objections, the arbitration award shall establish the amount of service fees for non-member employees. The Union shall annually, on the first Monday in January, notify management of the pro-rata amount to be paid for service fees and the results of any arbitration award should it result in a change in service fees payable by any unit member.

SECTION G:

When a service fee is not in effect, the Union may require that an 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 arbitrations, grievance or adverse action proceedings in accordance with provisions of the CMPA.

ARTICLE 2: EMPLOYEE LISTS

Upon written request, the Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union a list of all employees in the bargaining unit including:

1. responsibility center;

2. last name, first name;

3. position title;

4. grade/step;

5. tour of duty;

6. DC appointment date; and

7. termination date, code and reason for termination In addition, on a monthly basis the Agency shall supply a list of new hires and separations.

ARTICLE 3: UNION RIGHTS

SECTION A: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to:

   a. Post Union notices on designated bulletin boards;

   b. Transmit communications authorized by the Union's Executive Director to the Employer or its representative;

   c. Consult with the Employer, his/her representative, District or local officials, other Union representatives or employees, concerning the enforcement of any provisions of the Agreement.

2. Any collection of Union dues on the Employer's premises, solicitation of membership and distribution of literature shall be confined to the non-working time of all employees involved, except as provided below.

SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES

The Employer agrees that authorized representatives of the DCNA shall have access to the premises of the Employer during working hours to conduct Union/Management business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause a minimum disruption of work activities. If the time requested in the notice is not possible, the visit will be rescheduled within three (3) working days for a specific date and time.

SECTION C: BULLETIN BOARDS

1. The Employer agrees to provide bulletin board space where notices of official Union matters may be posted by the DCNA. Provisions will be made for DCNA use of space on existing bulletin boards in all bargaining unit facilities.

2. Notices shall not contain any political, derogatory or libelous statements or materials. The Agency agrees to notify the Union upon determination that such materials violate this section. The Union agrees to remove any material in violation of this Section not more than three (3) working days from the Department's request.

ARTICLE 4: BARGAINING UNIT REPRESENTATIVES

SECTION A: BARGAINING UNIT REPRESENTATIVES

1. Unit representatives shall be designated by the Union and shall be recognized as employee's representatives. The Union shall supply the labor liaison at each agency with lists of names of unit representatives and areas of assignments, which shall be posted on appropriate bulletin boards. Copies of such lists shall also be provided to the Office of

Labor Relations and Collective Bargaining (OLRCB). The Union shall notify the labor liaison at each Agency of changes in the roster of representatives within ten (10) days of such change. A copy of such changes shall also be provided to the OLRCB.
Representatives are authorized to perform and discharge representational activities and responsibilities, which may be assigned to them under the terms of this Agreement. In the event such performance would require the employee to leave his/her post of duty, he/she must first obtain the permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimal disruption of work activities. Requests for official time must be submitted on the form that is attached hereto as Appendix A.

2. Union representational rights, as established by the Agreement, will be extended only to those individuals designated on those lists provided to Management as referenced in this Article. For the purpose of this Agreement, the term "Union Representatives" and 'bargaining unit representatives' includes Union stewards and officers.

SECTION B:

In assigning Representatives, the Union will make every effort to designate an equitable distribution of Representatives. The Union will work toward establishing an equitable distribution of representatives at the division level.

SECTION C:

Any leave of absence for bargaining unit business shall be in accordance with the contract. The Employer has the right to grant or deny leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. Employees must submit a request for leave of absence (without pay) or annual leave two (2) weeks prior to the date of such event. The Employer may grant leave only if the employee can be released from his/her duties at that time.

SECTION D:

1. The Agency shall provide Union representatives official time in the manner hereinafter described to receive, investigate, prepare and present grievances. For purposes of this Article, preparation does not encompass drafting, editing, or legal research of arguments, briefs or memoranda involving matters before an arbitrator, administrative forum or court.

   a. When it is necessary for contacts to be made between employees and Union Representatives in connection with the prosecution of a grievance/complaint the Union representative who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. Such request will include a general statement regarding the nature of the meeting (i.e. to process a grievance/complaint) and notification of the location to be visited.

   Requests for official time must be submitted on the form that is attached hereto as Appendix A.

b. If it is necessary for an employee to leave his/her immediate work area, the employee shall contact the supervisor of the employee's work area who he/she is contacting. The supervisor shall advise the employee if the employee to be contacted can be relieved of his/her duties. Such arrangements, as described above, shall be coordinated prior to the requesting employee leaving his/her work area. Upon return to his/her work area, each employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.

c. Upon request, employees shall be granted administrative leave, to be estimated in advance, upon individual request within their scheduled working hours to present their own grievances or complaints to Management consistent with the D.C. Official Code § 1-617.06 (2001 Ed.).

d. Union stewards shall be granted official time authorized as administrative leave, to be estimated in advance, to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedure.

2. The Department agrees that permission for Union representatives/employees to conduct Union representational activities as defined in Section F below will not be unreasonably delayed; however, the Union recognizes that workload and scheduling considerations will not always allow for release of Union representatives/employees from their assignments, nor shall the presentation or receipt of a grievance or complaint interfere with the performance and reporting requirements of employees. Supervisors disapproving official time for representational activities shall provide a written statement setting forth the reasons therefore, notwithstanding the language on the Official Time Form.

3. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one (1) Union/employee representative, provided that one (1) DCNA staff member may also attend at any step. However, one (1) additional person may attend for training purposes.

SECTION F:

Bargaining unit business as used in this Article is defined as follows:

1. Preparation and presentation of grievances and appeals.

2. Consultation between Union representatives and authorized management officials affecting employees in bargaining unit.

3. Representation on committees established under this agreement.

4. Representation on the Partnership Council or committees, subcommittees or task forces established by the Council.
5. Preparation, investigation and participation in matters before the Public Employee Relations Board.

SECTION G:

In no case will internal Union business be conducted on official time, but rather the employee must request annual leave or leave without pay for internal Union business or Union-only training. The Employer recognizes however, that Union members may be authorized administrative leave to attend contract ratification meetings.

SECTION H:

Where committees are established pursuant to this Agreement, the Union will provide the Employer with a list of bargaining unit members and alternates designating the committee(s) they will serve on. The Union shall notify the Employer of changes in the list within ten (10) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

SECTION I:

The Employer shall endeavor to locate two (2) excess file cabinets near the program area of the union president for the exclusive use of the Union. Should the union desire to have a facsimile machine and separate line for the exclusive use of the Union, the Union shall contact the Labor Liaison and arrange to have it installed and maintained at the expense of the Union.

ARTICLE 5: DISCRIMINATION

SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

1. Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure enforcement of the D.C. Human Rights Law, D.C. Official Code Section 2-1401, et seq. (2004).

2. Alleged violations of this Article shall be subject solely to the provisions of Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia Government, 31 D.C. Reg. 56 (January 6, 1984), and are not grievable under the grievance/arbitration provisions of this collective bargaining agreement.

SECTION B: SEXUAL HARASSMENT

No employee shall be subject to sexual harassment. A statement of commitment to this principle will be posted where notices to employees are generally posted. Complaints of sexual harassment will be brought to the appropriate management official's attention and will be expeditiously investigated. If, after a claim of sexual harassment is resolved, the employee feels unable to continue in his/her job he/she may apply for a transfer; transfers will be accomplished in accordance with applicable regulations and this Agreement.

ARTICLE 6: STRIKES AND LOCKOUTS

1. It shall be unlawful for any District Government employee or the Union to participate in, authorize or ratify a strike against the District. The term "strike" as referred to herein means a concerted refusal to perform duties or any concerted work stoppage or slowdown not authorized by the Employer. The Union agrees that it has an affirmative duty to disavow any strike, and to publicly encourage employees to return to work, in accordance with the Comprehensive Merit Personnel Act, D.C. Official Code Sections 1-617.04 and 1-617.05.

2. No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Employer retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

ARTICLE 7: ORIENTATION

SECTION A: GENERAL ORIENTATION

1. New nurses shall be given general orientation for bargaining unit employees followed by specific orientation to the program area assigned. General orientation shall include, but not be limited to the following:

    a. An explanation of the organizational structure of the Agency;

    b. The Agency's policies and procedures as they relate to the performance of the employee's duties;

    c. Legal rights of clients and staff including HIPAA; and,

    d. Familiarization with allied patient services and employee benefits.

2. All unit orientations for newly assigned/reassigned nurses will vary in length of time depending on the area and individual nurse's ability and experience as determined by the nurse's supervisor.

3. Orientation of nurses will include orientation to all units to which the employee is assigned.

4. When the Agency contemplates the assignment of the employee to a different work area/location or unit, the Agency shall provide unit specific orientation

5. The orientation program shall be structured and in writing to allow monitoring of the implementation and the progress of the employee.

6. Rehires and inter- or intra-agency transfers will receive orientation as required. Such orientation period may vary depending on the experience of the nurses.

SECTION B: STAFFING PATTERN

For the purpose of patient coverage, a nurse being oriented is not to be considered as a regular staff member in the staffing pattern of the unit.

SECTION C: UTILIZATION

A nurse being oriented is not to be utilized during her orientation period to provide coverage. A nurse can only be utilized before the conclusion of their orientation period during an emergency situation as defined by Article 28 of this Agreement.

SECTION D: ORIENTATION MATERIALS

Appropriate materials shall be provided for review. Orientation schedules will include an outline of the content to be included.

SECTION E: UNION ORIENTATION

A Union representative will be given thirty (30) minutes during orientation to explain the role and status of the Union to new employees. The Union will provide each new employee with an orientation package including the current contract, membership application and other literature regarding the Union. Management shall notify the designated representative of DCNA of the orientation schedule no later than fourteen calendar days prior to the date of orientation.

SECTION F: AGENCY REFERRALS

1. The Employer recognizes that it may receive referrals from other agencies, resulting in the assignment of additional duties to bargaining unit employees. The Employer shall, prior to assigning bargaining unit employees referrals, provide thorough and complete orientation on the agency's policies, procedures, guidelines and protocols relating to all aspects of the referral (including legal requirements and court responsibilities, if applicable).

2. If extensive additional job duties are required due to the high acuity of referred clients, the supervisor will work with individual employees to provide additional orientation and determine the impact on scheduled caseload.

3. Management shall insure that nursing policies and procedures are promulgated and in effect throughout all divisions, offices and programs. Management shall insure that bargaining unit employees receive orientation on all relevant promulgated policies and procedures and are provided a copy of such.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Upon the request of either party, there shall be labor-management committees for each Agency established and maintained during the course of this Agreement, which shall be comprised and function as follows:

1. The management side shall consist of either: the Agency Director or his or her designee, a representative of the highest level of nursing management in the respective Agency; and up to two other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items. Additional participants may be added by the Agency if necessary for discussion of agenda items, but the number shall not be unreasonably large.

2. The Labor side shall consist of the Chapter Chairperson, the DCNA representative responsible for collective bargaining with the Employer, and up to two persons whose presence is determined by the Union to be necessary for discussion of the agenda items. Additional employee participants may be added by DCNA if necessary for discussion of agenda items, but the number shall not be unreasonably large.

3. The Committee shall meet upon the request of either party at a mutually agreed upon time that will assure attendance of the Committee members.

4. At least five (5) working days before the scheduled meeting date, the Parties shall exchange agendas listing the subjects proposed for discussion. The agenda may be amended upon notice at least two (2) days in advance. The parties shall try to avoid postponing the meetings. The scheduled meetings may be cancelled by either party if an agenda is not presented five (5) working days in advance of said meeting.

5. Topics for discussion may include any issue relating to working conditions that could affect members of the bargaining unit. Grievances may be discussed upon mutual agreement. Nothing shall be agreed to in these meetings that will have the effect of altering or amending the Agreement.

6. Reasonable efforts will be made to schedule committee and subcommittee meetings on working time of all members. Union officials who are scheduled to work at the time of a meeting will receive appropriate time to attend meetings, including if necessary, meetings in Section 7 of this Article. In no case, will overtime be paid to anyone as a result of the implementation of this Article.

7. If necessary, based on the mutually agreed upon need to address District- or Agency-wide issues, labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Subsections 1 and 2 above.

ARTICLE 9: MERIT PROMOTION

SECTION A:

Bargaining unit vacancies and promotion opportunities shall be filled in accordance with D.C. government rules and regulations, and this Agreement, as applicable.

SECTION B: POSTING

Vacancy announcements shall be posted by the Employer within five (5) working days after receipt from the District of Columbia Office of Personnel.

SECTION C:

1. Any unit member who applies for a vacancy in a higher graded position will be considered for that position if he/she is qualified, in accordance with established rules and regulations and this Agreement.

2. Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job.

SECTION D:

1. Where two of the best qualified candidates for unit positions are equal, as determined by the Department, the employee with the longest continuous service as a registered nurse with the Department or its predecessors, or Federal government agencies as presently recognized will be selected.

2. Upon any selection from a list of best qualified applicants for bargaining unit positions, the Union, upon request, shall be notified of the result and rationale of the selection.

SECTION E:

No employee may grieve non-selection unless there has been a procedural violation of the D.C. government rules and regulations and/or this Agreement. Complaints of non-selection due to discrimination are appealable to the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

ARTICLE 10: WORK SCHEDULE

PART 1: WORK SCHEDULES FOR EMPLOYEES IN CLINICAL WORK AREAS SECTION

SECTION A: POSTING OF WORK SCHEDULES

1. Time schedules are to be posted at least five (5) to eight (8) weeks in advance. If, due to an unavoidable emergency in which the scheduler is unable to provide minimum coverage for patient care, the scheduler may request employees to work different shifts than those originally posted. Volunteers must be solicited before making such changes. At least five (5) calendar days' notice will be given for involuntary changes. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. An emergency is not chronic or recurring shortages of staff.

2. All requests for extended annual leave are to be submitted prior to the posting of a work schedule.

3. Thereafter, nurses requesting annual leave or sick leave (for scheduled appointments) must make their own arrangements for replacements without the use of overtime. The scheduler will assist the nurses in emergency situations.

SECTION B: GUARANTEE OF WEEKENDS OFF

The Employer will schedule each nurse every other weekend off. This provision shall be suspended under emergency situations or upon mutual agreement between individual employees and the Employer. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action. For the purposes of this section, the term "weekend" shall mean Saturday and Sunday. The determination of whether a shift is considered a Saturday or Sunday shift shall be in accordance with existing practices.

PART 2: WORK SCHEDULES FOR EMPLOYEES IN NON-CLINICAL WORK AREAS

SECTION A: SHIFT SCHEDULING

1. Management has the right to establish work schedules to satisfy the District's needs to provide services. The Employers will notify the Union at least thirty (30) days prior to the implementation of new work schedules, and will upon request, bargain to the extent permissible by law. However, in applying this provision, the Employer will give consideration to accommodating employees with special needs relating to their work schedule. Requests for such accommodation shall be made in writing, to the employee's immediate supervisor, within five (5) days of notification of the new work schedule.

2. Where permanent shifts exist or are established, qualified volunteers shall be considered. In the event that more than one (1) qualified volunteer requests placement in the available permanent shift, selection shall be based on seniority (entrance on duty (EOD) date). The most senior volunteer, as indicated above, shall be placed in the available permanent shift.

PART 3:

SECTION A: ALTERNATIVE WORK SCHEDULES

1. Prior to implementing an alternative work schedule, the Employer shall notify the Union and, upon request, bargain to the extent permissible by law. Overtime premium pay will be paid in accordance with the AWS policy. Other premiums shall be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will be earned at the same number of hours per pay period as for employees on five-day, forty-hour schedules and will be charged on an hour-by-hour basis.

2. Nurses who do not wish to work an alternative work schedule may request to maintain their regular schedule or request to be reassigned to another unit. The Agency shall make reasonable efforts to grant such requests, provided however, that granting the request will not disrupt service to the public.

SECTION B: LUNCH

Each employee scheduled to work at least eight and one-half (8.5) hour shifts shall receive a thirty (30) minute lunch break. Management shall assure that coverage for lunch breaks will be provided where necessary.

SECTION C: NEW PROGRAMS AND SERVICES

In the event that the Employer adds new programs, services, units or divisions, it shall negotiate with Union over the impact and effect on work schedules of bargaining unit members.

SECTION D: EMERGENCY SITUATIONS

The parties understand that work schedules may be temporarily modified to permit the Agency to more effectively respond during health-related incidents requiring increased nursing services to the public or in emergencies. In the case of emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, this Agreement shall not be deemed to apply in connection with reasonable measures taken by the Employer for the care and protection of patients, the public, the equipment and buildings, or reasonably necessary to repair and place the same in condition for occupancy.

SECTION E: FLEXIBLE SCHEDULE ARRANGEMENTS

To the extent possible, Management shall provide flexible work schedule arrangements to employees in its discretion.

ARTICLE 11: VACATION SCHEDULES

SECTION A: VACATION AND HOLIDAY TIME

Vacation Time - Annual Leave:

1. All vacation requests for prime time (May 15th September 15th) must be submitted by March 1st. Vacations will be approved or disapproved by April 1st. Vacation requests for non-prime time must be submitted no later than two (2) weeks before taking the requested vacation in compliance with Article 11, Work Schedule, Section A.

2. CFSA Vacation Time – All requests for leave to be taken from June 15th – September 15th must be submitted by April 1st. Leave will be approved or disapproved by May 1st. Leave requests for periods other than from June 15th to September 15th must be submitted no later than two (2) weeks before taking the requested leave in compliance with Article 11, Work Schedule, Section A.

Holiday Time:

1. Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by September 15. Holiday time will be approved or disapproved by October 15.

2. CFSA - Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by October 15. Holiday time will be approved or disapproved by October 31.

3. The Employer will make good faith efforts without resort to overtime to grant at least four (4) consecutive days off during the holiday period, to include scheduled days off, holiday, accrued compensatory time and annual leave.

SECTION B: ANNUAL LEAVE (THREE DAYS OR LESS)

A request for a short leave of absence shall be answered before the end of the work shift in which the request is submitted. Such requests shall be made during the first half of the shift.

SECTION C: GENERAL PROVISIONS

1. Leave shall be provided in accordance with the District Personnel Manual and this Agreement. Vacations should not be denied solely on the basis of failure of the employee to comply with the stipulated deadlines for submission of requests. However, if a conflict results due to a late request, the employee who submitted her request in compliance with the deadline will receive priority consideration for the requested time and will not have her approved vacation changed in order to accommodate a late request.

2. An employee will not be denied the opportunity to change a vacation request either before or after it has been approved. Such requests will not conflict with either approved or already submitted vacations.

3. Unless an employee asks to change her vacation, Management will not revoke an approved vacation except in emergencies, such as but not limited to, an unanticipated inability to meet critical minimum staffing needs, major disasters -- either natural or man-made -- or civil disturbances, and then only after consultation with the parties involved.

4. The Employer will consider individual employee circumstances in addition to the needs of the Agency when approving or denying leave requests.

ARTICLE 12: ADMINISTRATION OF OVERTIME

Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. On those occasions when there are more employees available than overtime, work will be assigned to the employees on the list on a rotating basis by length of service as a registered nurse in the Agency/Component, and by specialty. On those occasions when there are not enough volunteers available, overtime will be assigned to employees within the facility according to specialty on a rotating basis starting with the least senior person, except when the need of the program requires otherwise.

ARTICLE 13: OFFICIAL TRAVEL

SECTION A:

The employer agrees to reimburse each bargaining unit employee authorized to use his/her personal car for official business at the rate established for employees of the Federal Government.

SECTION B:

In the event that an employee who is required to travel away from an office environment utilizes his or her personal vehicle, the Department shall provide a government issued notification indicating that the employee is working on government business.

SECTION C:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment during the workday to perform official duties with a cellular phone or access to a cellular phone for the period that they are away from office. The Employer shall insure that the phone is properly equipped and maintained.

SECTION D:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be transported by a Government vehicle or public transportation or taxi as appropriate.

SECTION E:

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be escorted by a security or special police officer if the employee has a reasonable belief that there is imminent threat of harm or danger.

SECTION F:

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 §§ 1-411 — 1-416) (2001 ed.) The 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.

SECTION G:

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. § 3721).

SECTION H:

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.

SECTION I:

The Employer agrees that employees using public transportation for official business shall be provided bus tokens, fare cards or reimbursements.

ARTICLE 14: GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A: GENERAL

1. This procedure is established for use in the resolution of grievances. The term "Grievance" means a complaint by an employee of the bargaining unit that there has been a violation, misinterpretation or misapplication of this Agreement, or the Compensation Agreement, or a violation, misinterpretation or misapplication of the Agencies or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
2. No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article may be extended only by mutual consent.
3. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism including the Office of Employee Appeals.
4. If otherwise in a duty status, the employee and his or her Union representative, if employed by the District Government, are entitled to a reasonable amount of official time to present and pursue the grievance.
5. A copy of all grievances filed at step 2, or above will be submitted simultaneously to the Agency's labor liaison. A copy of all grievance replies and information requests under section B, Step 2 will be submitted simultaneously to the DCNA Office.
6. Work days for purpose of filing or processing grievances only shall mean Monday through Friday.
7. Grievances may be filed by the Union alleging a contract violation of general applicability. Union grievances shall be filed at the appropriate step of the grievance procedure; that is, with the supervisor or other official whose alleged contract violation is at issue.
8. The parties, or their authorized representatives, have the authority to settle any grievance at any stage of the grievance procedure.

9. Issues of procedural arbitrability shall be presented first at the arbitration proceeding and must be decided before a hearing on the merits. Disputes concerning substantive arbitrability will be determined by the courts.

10. At the request of either party a meeting to discuss the grievance will be held at either Step 2 or Step 3 at the relevant agency.

SECTION B: PROCEDURE

Step 1: The aggrieved employee, with or without the Union representative, shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall respond orally to the Union representative (or to the employee in cases where the employee brought a grievance without the Union representative) within ten (10) working days. If the grievance is presented in writing, the response will be in writing.

Step 2: If the grievance is unresolved, it shall be presented in writing by the Union representative to the second level supervisor within ten (10) working days after the supervisor's response is due. The second level supervisor shall respond in writing to the Union representative within ten (10) working days.

Each grievance filed at Step(s) 2, 3, 4 and 5 of this procedure shall contain: (I) Date(s) grievance occurred; (2) Name of Union representative filing the grievance; (3) the date the grievance was filed; (4) Name(s) of grievant and work site; (5) Name of the management official with whom grievance was filed; (6) Nature of grievance; (7) Article(s) and section(s) of contract violated; (8) the remedy requested, and (9) any responses received.

Should the grievance not contain the above information, management shall specify in writing, to the Grievant and the Union representative the information required to correct the grievance. The Grievant or Union representative shall have ten (10) working days from receipt of notification to respond to the Step 2 official's request.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union Representative to both the Deputy Director or other appropriate Agency designee and the Administrator within fifteen (15) working days after the second level manager's response is due. The Deputy Director or other appropriate Agency designee or Administrator may convene an informal hearing prior to replying to the grievance, and shall respond in writing to the Union Representative within fifteen (15) working days after the date of hearing.

Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the appropriate Agency Director within fifteen (15) working days after the response from Step 3, is due. The director or the director's designee shall reply in writing to the Union representative within thirty (30) working days.

Step 5: If the grievance is still unresolved, either party may, within twenty (20) calendar days after the reply at the previous step is due, invoke arbitration by written notice to the other.

The request for arbitration must be served on the OLRCB with copies to the Agency's labor liaison.

SECTION C: ARBITRATION

1. The parties agree on a list of three (3) arbitrators to hear and decide all grievances: Robert T. Simmelkjaer, Roger Kaplan, Joseph Sharnoff. One arbitrator will be assigned to each grievance referred to arbitration in the order listed starting from the first and proceeding to the last listed. Additional arbitrators may be added to, or an arbitrator deleted from, the list of arbitrators by the parties mutual written agreement. Once a grievance has been assigned to an arbitrator, the next grievance assigned to an arbitrator will be referred to the next arbitrator listed regardless of the resolution of the first grievance.

2. Once the arbitrator is appointed, no new or different claims may be submitted except by the mutual agreement of the parties.

3. The parties will make reasonable efforts to schedule hearings within 120 days of the demand for arbitration.

4. The decision of the arbitrator shall be final and binding on the parties, except as otherwise provided by law, and shall not be inconsistent with the terms of this Agreement. The arbitrator shall render his/her decision within, thirty (30) calendar days after the conclusion of testimony, argument, and/or after the filing of post-hearing briefs (whichever is later).

5. Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the DCNA. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. The parties shall endeavor to reach mutual agreement concerning shared cost for transcription services. If the parties cannot agree to share the cost for transcription services, the party ordering transcription services shall arrange to have a copy provided to the Arbitrator. Hearing will be held at a location agreed to by the parties.

ARTICLE 15: CORRECTIVE OR ADVERSE ACTIONS

SECTION A:

Any corrective or adverse action shall be taken for just cause, in accordance with the current provisions of Section 1-617.51 of the Comprehensive Merit Personnel Act and Chapter 16 of the DPM.

SECTION B:

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

SECTION C:

A charge of AWOL is not a form of discipline but may result in corrective or adverse action when charged in a procedurally correct manner.

SECTION D:

Corrective or adverse actions may be grieved through the grievance procedure contained in this Agreement, or appealed to the Office of Employee Appeals (OEA), but not both. An employee's election to appeal to the Office of Employee Appeals shall be in writing, with copies to the Employer and the union, and shall be irrevocable.

SECTION E:

Any employee required to attend a disciplinary conference or investigatory interview which may result in discipline may elect to have union representation, if no union representatives are available, the meeting shall be rescheduled within three (3) workdays for a specific date and time. Such meeting can occur more than three (3) days later.

SECTION F:

If a disciplinary action is dismissed on procedural grounds, the disciplinary action and all references to it shall be removed from the employee's official personnel file and adverse action file. Should it be necessary for any record relating to the disciplinary action to be kept (e.g., risk management), the employee will be notified of the location and purpose of such record.

SECTION G:

Matters related to investigations and discipline shall be processed consistent with this Agreement, Chapter 16 of the DPM, applicable laws, regulations and existing policies.

ARTICLE 16: PERSONNEL FILE

Official personnel files shall be maintained in accordance with the procedures of Chapter 31 of the D.C. Personnel Rules, "Records Management and Privacy of Records."

1. An employee and her authorized representative shall be permitted to examine his or her personnel file upon request in accordance with Personnel Rules. The employee or his or her representative shall indicate in writing, to be placed in the file, that she has examined said file. Where an employee provides written authorization for his or her representative to review the employee's personnel file, the written authorization shall specify the documents and /or records to be disclosed or the degree of access permitted by the employee to the representative.

2. Only those personnel who have an official right and reason for inspecting an employee's file may do so. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and reason for said examination, except for persons filing documents in a purely clerical capacity and for use in conjunction with litigation, administrative hearings, and classification and compensation reform efforts.

3. Upon request Administrators shall continue to place in an employee's file, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature. In addition, all other pertinent information shall be placed in the employee's file. Management officials shall notify an employee of letters of appreciation or commendations that management received concerning said employee from the public or other District employees.

4. In accordance with the provisions of the guidelines and regulations of the District Personnel Manual, Chapter 31, Records Management and Privacy of Records, confidential inquiries and replies of any such material received from competent responsible outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file, upon the employee's request, after completion of the employee's probationary period of employment. In any event, this material shall not be used against the employee. This shall not apply to confidential medical information relevant to the employee's fitness to perform the duties of her position.

5. No material related to an employee's conduct, character or personality shall be placed in the official personnel folder unless it is signed and dated by the person submitting the information. The employee shall be made aware of information described in this paragraph being placed in the file. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

ARTICLE 17: EDUCATION

SECTION A:

1. In order to keep abreast of current practices in nursing and health care, employees are encouraged to apply for job related education and training. The Employer will seek to increase related educational opportunities and distribute such educational opportunities among all employees.

2. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted prior to forty-five (45) calendar days before the approved training, Management shall make every effort to pay the funds prior to the training taking place.

3. If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted less than forty-five (45) calendar days before the approved training, Management shall make every effort to reimburse the employee within forty-five (45) days of the request.

4. On or about January 1 of each year, the District shall send a statement to all Agency Directors and managers indicating that the negotiated collective bargaining agreement entitles each bargaining unit employee to an annual training allowance provided for in Article 6, Section A.

SECTION B: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

The committee's training responsibilities shall also include the following:

1. Making recommendations regarding the specific needs for in-service education programs.

2. Receiving requests for the addition of programs or courses for nursing education. The committee will review and recommend programs for the education calendar.

3. Report quarterly on its activities and on available and proposed training and educational opportunities.

4. Develop a proposed training calendar of proposed training and educational opportunities to be offered by the Agency.

5. Reviewing education/training requests in accordance with the following procedures.

    a. All training requests are to be submitted on Training Form 1 in accordance with agency procedures and time limits. If training is requested by the employee, the supervisor shall request approval or shall deny the request on the Form 1. Management shall respond to requests for leave related to obtaining a BSN or MSN degree or other health related graduate degrees within a reasonable time after receipt of the request. Management will not arbitrarily or unreasonably deny a request. If management denies a request, it will provide the employee a written explanation.

    b. Requests for training shall be responded to within three (3) work days after the Form 1 is submitted.

    c. Copies of all training requests, whether approved or denied, will be referred to the education committee on a quarterly basis. The committee shall review training requests and shall submit reports to the District, Commissioners and the Union on their findings and recommendations concerning operations of the training program.

    d. The training committee shall have access to any available information concerning training, including sources and amounts of money available for training and education. They may recommend an in-service education program calendar, within their Agency, if appropriate.

SECTION C:

Educational leave denials may be grieved through the contract grievance procedure. Denial of administrative leave and annual leave to facilitate attendance at training relevant to the employee's employment constitutes a denial of educational leave. If the educational leave request

is denied the employee may grieve the denial within three (3) workdays of being notified of the denial at the step corresponding with the next grievance level above which the request was denied. The grievance may continue through succeeding steps on the three (3) day interval basis provided for in the preceding sentence. If the grievance reaches step 4, the Director or his/her designee shall respond within no more than ten (10) calendar days. Should the grievance go to arbitration, the parties will seek an arbitrator familiar with nursing education.

ARTICLE 18: TRANSFERS

SECTION A:

Bargaining unit members may submit requests for transfer or reassignment to other positions and work locations within the Agency in which they are employed.

SECTION B:

When vacancies occur in bargaining unit jobs, the Agency official responsible for maintaining the reassignment requests shall review the reassignment request file and shall notify employees who have requested reassignments to that position or work location that such vacancy exists. Nurses who are so notified will have an opportunity to timely submit a DC 2000 application to personnel. Applications solicited in this manner will be considered at the same time and in the same manner as other applications for that vacant position. Approved non-competitive transfers will be granted in order of request. In the case of ties, such transfers will be granted in order of longest service computation date.

SECTION C:

Requests for reassignment may be acted upon in the absence of a vacant position when the Agency official responsible for maintaining reassignment requests identifies situations in which a nurse is qualified and able to perform the work at the other work locations and nursing management officials at each location approve the reassignments.

SECTION D:

Reassignment requests will be reviewed in January and July. Reassignments or details, when necessary, shall be rotated in order of reverse seniority (as determined by individuals service computation dates) if there are no-volunteers; provided that the nurse has the appropriate qualifications to fulfill the duties of the position to which reassigned/detailed.

ARTICLE 19: HEALTH AND SAFETY

SECTION A:

The Employer shall provide and maintain adequate, safe and sanitary facilities in compliance with D.C. health and safety laws, licensure requirements and requirements of regulatory agencies. The Center for Disease Control guidelines are used to provide a central reference containing recommendations for preventing and controlling nosocomial infections.

SECTION B:

Any time a nurse is required to perform tasks which she believes would endanger her health, safety or well-being or that of the patient, she is to notify her supervisor or designee. If not resolved at that level, the nurse can bring the matter to the immediate attention of the next level of supervision. The nurse shall document the incident in the appropriate incident sheet, as determined by management.

SECTION C:

When clinics are closed for unsafe conditions or otherwise closed, nurses shall be reassigned or, based upon needs of the services as determined by the Employer, granted leave. If clinics are closed during the course of a workday and employees are reassigned, the employer will provide transportation to the assigned site, if needed.

SECTION D:

Issues involving environmental conditions will be reported and processed in accordance with agency procedures. However, if relief is not provided in a reasonable period of time, individuals may file grievances involving safety and health at Step 2, and proceed with the grievance through step 4, but may not invoke step 5.

SECTION E:

Nothing in this article shall prevent employees or the Union from filing reports under the D.C. Occupational Safety and Health plan in accordance with Title 21 of the CMPA, 1987 Repl. Vol. as amended.

SECTION F:

The Union may designate one (1) health and safety officer for each work site to facilitate the implementation of this Article. The Union shall provide each Department Director and labor liaison with the names of the respective designated Health and Safety Officer and alternate and will notify the Director and labor liaison of any changes in these designations.

SECTION G:

The Union shall have an opportunity to designate a representative and alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

ARTICLE 20: INCLEMENT WEATHER

Nurses declared essential for work in weather emergencies shall report for duty as scheduled. Inability to report for duty as described above shall be considered in accordance with existing policies and practices on an individual basis.

ARTICLE 21: EQUIPMENT AND SUPPLIES

Routine patient care equipment and supplies (excluding personal use items such as watches) are to be furnished by the Employer and used by the nurses in the unit only for carrying out their duties. Any actual or perceived shortages or defects in equipment and supplies furnished by the Employer shall be brought to the immediate attention of nursing supervisors.

ARTICLE 22: PROFESSIONAL PRACTICE

SECTION A: NON-NURSING DUTIES

In support of the concept that patient care is the primary responsibility of registered nurses, management shall seek to minimize assignment of registered nurses to duties not related directly to patient care and the related documentation.

SECTION B: JOB DESCRIPTION

The Employer shall make available to each new nurse a copy of the written job descriptions. Nurses already employed may receive a copy of their job description upon request. The Department shall solicit the nurses' input while developing proposed changes in job descriptions.

SECTION C: POLICY MANUALS

Upon request the Union shall be provided a copy of applicable nursing policy manuals created or in effect by January 1 of each year, and as updated. The applicable nursing policy manual(s) shall be placed in all work locations where nurses are assigned.

SECTION D: SUBJECT MATTER OF MEETINGS

Matters related to staffing, non-nursing duties and professional nursing practice will be considered during labor-management meetings, in accordance with Article 9, "Labor-Management Committees, of this Agreement.

SECTION E: ASSIGNMENTS TO DUTIES REQUIRING SPECIAL TRAINING OR EXPERIENCE

1. The Employer shall not deploy, detail or assign bargaining unit registered nurses to perform duties where special training or experience is required without first assuring that the nurses currently possess the special training or experience needed to perform the duties or providing the necessary training to permit the nurses to successfully perform such duties; provided however, this provision shall not be interpreted to prevent the Agency from assigning nurses in emergencies. The parties recognize that registered nurses must adhere to statutory licensing and nursing requirements.

2. Orientation or training shall be provided for any new patient care procedure or new type of equipment to be utilized.

SECTION F: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

Within sixty (60) days of execution of this Agreement, the parties shall establish a Professional Practice Training Committee, which shall be comprised of representatives from each Agency and the Union. The Committee shall:

1. Assess the skills of bargaining unit nurses (including those with specialized training or experience);

2. Discuss Agency needs for nursing skills (including those that may be required intermittently, during health-related incidents requiring increased nursing services to the public, or emergencies);

3. Assess bargaining unit nurses training needs in light of anticipated or projected need for nursing services;

4. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for submission to each Agency concerning ongoing nursing training programs for bargaining unit nurses;

5. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for procedures that permit agencies to more effectively respond during health-related incidents requiring increased nursing services to the public, or emergencies.

ARTICLE 23: CIVIC DUTY

Volunteers shall be solicited first for civic duty jobs. If sufficient numbers of employees do not volunteer, each Administration shall assign nurses on the existing rotational basis. The District of Columbia will be responsible for reimbursement for services of nurses selected in accordance with this Section.

ARTICLE 24: IMPROVED BENEFITS

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive, shall not automatically be applied to such employees.
If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable, at the option of DCNA.

ARTICLE 25: WORK PERFORMANCE EVALUATION

SECTION A:

The parties agree that until a new performance plan is developed, as required by Section 1-613.53 of the D.C. Official Code (2001 Ed.), the rating plan currently in place will continue in effect.

SECTION B:

Every employee shall be carefully evaluated periodically, in accordance with District Personnel Manual, in order to promote effective and economical operation of the Government of the District of Columbia and to strengthen supervisory employee relations. Such evaluation shall be made with a view toward identifying deficiencies, taking corrective action, and providing recognition and incentive for outstanding performance of duties.

SECTION C:

1. An employee's request for an impartial review of a performance rating by D.C. Performance Rating Impartial Review committee must be in writing, outlining the reasons for his request, and submitted in quadruplicate.

2. Requests to this Committee must be filed within thirty (30) calendar days after the employee has been informed of his rating.

SECTION D:

An employee may elect to appeal the Impartial Review Board Committee's decision to the Office of Employee Appeals (OEA) in the manner specified in OEA's regulations or, if applicable, grieve the decision under the provisions of Article 15 of this Agreement.

SECTION E:

The District of Columbia Nurses' Association, in its capacity as a labor organization, may send an observer to hearings on performance ratings in accordance with the District Personnel Manual.

SECTION F:

1. All nurses in the bargaining unit shall be supervised and evaluated in the areas of nursing practice issues by Registered Nurse Managers/Supervisors. Bargaining unit nurses shall be supervised and evaluated by employees of the District of Columbia, consistent with law and regulation.

2. Before assigning a contract nurse as a charge nurse for any particular shift or unit, Management shall first determine whether any bargaining unit nurse on the unit qualifies for the assignment of charge nurse. If management determines that unit nurses are qualified, the assignment shall be made from among the qualified nurses.

ARTICLE 26: PRINTING COSTS

Each party is responsible for providing its stakeholders with copies of the Agreement.

ARTICLE 27: REORGANIZATION, REALIGNMENT AND PRIVATIZATION

SECTION A:

Consistent with the D.C. Official Code, the District shall notify the Union no later than thirty (30) days prior to the implementation of any agency reorganization or realignment affecting bargaining unit employees and, upon demand, bargain the impact and effects of any such reorganization or realignment.

SECTION B:

If during the term of this Agreement, the Employer awards any contract that displaces bargaining unit employees, the D.C. Official Code §2-301.05b shall govern the rights of any bargaining unit employees

Signed and executed this ____ day of _____, 2017.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Repunzelle Bullock, Esq., Interim Director
Office of Labor Relations and
Collective Bargaining

Dean Aqui, Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining

Brenda Donald, Director
Child and Family Services Agency

Ebony Z. Gatewood-Crenshaw
Director of Human Resources
Child and Family Services Agency

Roger A. Mitchell, Jr., Chief
Office of the Chief Medical Examiner

Beverly Fields, Labor Liaison
Office of the Chief Medical Examiner

FOR THE UNION

Walakewon Blegay, Esq.
Chief Negotiator
D.C. Nurses Association

Dr. Bonita Jenkins, President
D. C. Nurses Association

Jeanine Carter, RN, Secretary
D. C. Nurses Association

Chinyere Otuya, RN
D. C. Nurses Association

Patricia Brown, RN
D. C. Nurses Association

Andrew Reese, Director
Department on Disability Services

Jessica Gray, Labor Relations Specialist
Department on Disability Services

LaQuanda S. Nesbitt, MD, Director
Department of Health

Earl Murphy, Labor Liaison
Department of Health

Wayne M. Turnage, Director
Department of Health Care Finance

Sudie Mae Seed, Labor Liaison
Department of Health Care Finance

Clinton Lacey, Director
Department of Youth Rehabilitation Services

Adam Aljoburi, Chief of Staff
Department of Youth Rehabilitation Services

Quincy L. Booth, Director
Department of Corrections

Paulette Hutchings-Johnson
Department of Corrections

Gregory Dean, ~~Chief~~ Fire and EMS Chief
Fire and Emergency Services Department

Steven N. Blivess, Esq.
~~Assistant General Counsel~~ Sr. Labor Relations Specialist SNB
Fire and Emergency Services Department

APPROVAL

This collective bargaining agreement between the District of Columbia and the District of Columbia Nurses Association, dated _____, 2018 has been reviewed in accordance with the Section 1-617.17 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this _____ day of _____, 2018.

Muriel Bowser
Mayor

DDS FY24 MOUs

Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY24	$324,414	CFSA	DDA	Provide care for youth in CFSA care	Winslow Woodland	Seller	30-Sep-24
FY24	$483,782	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-24
FY24	$4,462,743	DHCF	QAPMA	ARPA	Shasta Brown	Seller	30-Sep-24
FY24	$128,958	DACL	RSA	Independent Living Services	Darryl Evans	Buyer	30-Sep-24
FY24	$10,689	DCHR	AMP	To provide suitability & employment screening	Jessica Gray	Buyer	30-Sep-24
FY24	$17,300	DCPL	RSA	Newsline Services	Darryl Evans	Buyer	30-Sep-24
FY24	$550,054	OCP	AMP	Procurement Reform for FY24	Thomas Morris	Buyer	30-Sep-24
FY24	$235,233	DC Workforce Investment Council	RSA	Workforce Innovation and Opportunity Act	Darryl Evans	Buyer	30-Sep-25
FY24	$101,159,843	DHCF	DDA	2nd Year Option - IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-24
FY24	$1,031,750	DHCF	DDA	2nd Year Option - IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-24
FY24	$25,000	DLCP	RSA	RSVFP business licensing services	Darryl Evans	Buyer	30-Sep-24
FY24	$430,609	DCPS	RSA	Pre-ETS	Darryl Evans	Buyer	30-Sep-24

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY
AND
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Child and Family Services Agency ("CFSA" or "Buyer Agency") and the District of Columbia Department on Disability Services ("DDS" 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 Parties are authorized to enter into this MOU consistent with the Department on Disability Services Establishment Act of 2006 (D.C. Law 16-265; D.C. Official Code § 7-761.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Official Code § 4-1303.01a *et seq.*).

The purpose of this MOU is to provide care for [redacted], who was born on March 30, 2004 ("MW"), and [redacted], who was born on July 10, 2004 ("CB"), collectively referred to herein as the "youths". These youths are committed to CFSA, but each youth meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for CFSA to pay to DDS the expected costs for contracting with DDS Medicaid provider agencies that meet the criteria for a Choice Provider status, through the dates of these youths' 21st birthdays respectively on March 30, 2025 (MW), and July 10, 2025 (CB).

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

DDS as the Seller Agency shall:

1. Provide appropriate placement for the youths.

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2. Provide case management services to include, but not be limited to, supported living services, residential habilitation, companion, nutrition services, fitness services, a behavior support plan, service coordination and support for any mental health services for the youths through the use of any provider networks utilized by DDS. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to resources to promote quality outcomes.

3. Except in an emergency situation, provide at least thirty (30) calendar days advance written notice to CFSA prior to moving the youths to a new placement

B. RESPONSIBILITIES OF BUYER AGENCY

CFSA as the Buyer Agency shall:

1. Make timely monthly payments to DDS at a daily rate of $591.78 for the 366-day period of October 1, 2023 through September 30, 2024, for MW.

2. Make timely monthly payments to DDS at a daily rate of $294.60 for the 366-day period of October 1, 2023 through September 30, 2024, for CB.

3. Provide full case management support for the two (2) youths. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to meet the youths' comprehensive needs through communication and coordination of available resources to promote quality outcomes.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless earlier terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one-year option periods beginning with fiscal year ("FY") 2025 (*i.e.,* October 1, 2024 to September 30, 2025). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. The Buyer Agency shall provide the Seller Agency with written notice of its intent to exercise an option period at least thirty (30) calendar days before the expiration of the initial or

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extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed three hundred twenty-four thousand, four hundred and thirteen dollars and seventy-two cents ($324,413.72) for FY 2024.

2. The daily rates for the 366-days in FY 2024 are $591.78 for MW and $294.60 for CB.

3. The total cost of the goods and/or services is based on the Buyer Agency and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU at the rates provided in the budget attached as Attachment A.

B. PAYMENT

1. Within 30 calendar days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge made directly against the Interagency Project, other than personnel costs documented in PeopleSoft, via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher".

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

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§ 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

This MOU may be amended or modified only by the written agreement of the Parties. Amendments or modifications 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.

C. The Seller Agency will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

A. Either Party may terminate this MOU in whole or in part by giving at least thirty (30) 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.

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XII. NOTICES

The following individuals are the contact points for each Party:

For CFSA as the Buyer Agency:

Ana Burgos, Administrator
Administration for Kinship & Placement
D.C. Child and Family Services Agency
200 E Street, SE, Room 22654
Washington, DC 20003

For DDS as the Seller Agency:

Winslow Woodland, Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Ana Burgos, CFSA Administrator, Administration for Kinship & Placement, and Winslow Woodland, DDS Deputy Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Buyer Agency and Seller Agency 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 Specifically, the Parties acknowledge that information concerning clients is confidential and needs to be maintained in a safe and secure fashion including the safeguarding of PHI and PII information regarding children, youth, and families in accordance with the Health Information Portability and Accountability Act (HIPAA), and all federal and district laws governing confidentiality. In the event client data is breached or lost the Seller Agency shall notify the Buyer Agency within the time allotted by applicable policies and legislation. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Seller Agency and Buyer Agency.

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IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

CHILD AND FAMILY SERVICES AGENCY:

Robert L Matthews

Robert L. Matthews
Director

01 / 19 / 2024
Date

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese

Andrew P. Reese
Director

January 25, 2024
Date

Doc ID: 403a100294e99db558a7de3b8babd8f9c3de2f8c

MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING
AND
DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of Aging and Community Living ("DACL" or "Buyer Agency") and the Department on Disability Services ("DDS" 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 purpose of this MOU is to clarify the Parties' obligations and commitments regarding the office space and facilities to be provided for DACL's employees at DDS's offices located at 250 E Street, S.W., Washington, D.C. 20024-3208 (the "Facility").

DACL's mission is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

DDS's mission is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities in every neighborhood in the District of Columbia.

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

1. Provide DACL with 10,202 square feet of space, including one (1) office and 55 cubicles in the Facility.
2. Allow DACL use of postage.
3. Permit DACL access to and use of conference rooms, the gym, the roof top, three (3) wellness rooms, three (3) kitchens, and the trash disposals in the Facility.
4. Permit DACL access to and use of copiers and printers in the Facility.

B. RESPONSIBILITIES OF BUYER AGENCY

1. Provide computer hard drives, monitors, telephones, and office equipment and/or supplies for employees.
2. Identify and share with DDS the names, employee numbers, badge information, and tours of duty of the employees assigned to the Facility.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2024, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$483,782.35** for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer and Seller Agencies' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher." This excludes anything other than personnel costs documented in Peoplesoft.

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 statues 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 60 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

Angela Richardson
Chief of Staff & Director of Communications and External Affairs
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov
202-304-0342

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov
(202) 730-1548

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the above contact points for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DACL and DDS 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:

DEPARTMENT OF AGING AND COMMUNITY LIVING

Charon P.W. Hines

Charon P.W. Hines
Director

11/08/2023
Date

DEPARTMENT ON DISABILITY SERVICES

Andrew Reese

Andrew Reese
Director

November 8, 2023
Date

ADDENDUM NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
FOR IMPLEMENTATION OF SECTION 9817 OF
THE AMERICAN RESCUE PLAN ACT
(Term: October 1, 2023 – September 30, 2024)

This serves as Addendum No. 2 to the Memorandum of Understanding ("MOU") between the Department of Health Care Finance ("DHCF" or "Buyer Agency") and the Department on Disability Services ("DDS" or "Seller Agency"), collectively referred to herein as the "Parties". The MOU was initially executed by the Parties on September 23, 2022, to be effective through September 30, 2022, allowing for an additional three (3), one-year option periods. The Parties executed Addendum No. 1 on September 26, 2023, to exercise the first one-year option period from October 1, 2022, to September 30, 2023. This Addendum No. 2 is developed in accordance with Section V.B to exercise the second option year to continue DDS's partnership with DHCF to provide funding each fiscal year ("FY") to implement the provision of services through projects authorized under Section 9817 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2; 135 Stat. 4) and approved on May 3, 2022, within the ARPA § 9817 District of Columbia Narrative and Spending Plan. Pursuant to Section VII (AMENDMENTS AND MODIFICATIONS) of the MOU, the Parties modify the following sections of the MOU as stated below:

1. Section V (DURATION OF MOU) is modified by amending Subsection A to read as follows:

   A. The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

2. Section VI (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified to read as follows:

   The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $4,462,743.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer Agency's and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU in Fiscal Year 2024 for the following ARPA initiatives:

   A. DD Expansion
      a. Supervisory Eligibility Service Coordinator: $153,190.00
      b. Eligibility Service Coordinator 1: $125,405.00
      c. Eligibility Service Coordinator 2: $128,870.00
      d. Community Liaison Specialist: $125,405.00

e. Psychologist: $160,000.00

B. Housing Coordinator: $121,942.00

C. Rate Study: $900,000.00

D. Telehealth: $661,495.00

E. Enabling Technology: $1,500,000.00

F. Stakeholder Technical Assistance: $457,911.00

G. IFS Waiver/Participant-Directed Services:

a. Program Coordinator: $128,525.00

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 2 as follows:

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne Turnage
Director

5/15/2024
Date

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

5/16/2024
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF AGING AND COMMUNITY LIVING
FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the District of Columbia Department of Aging and Community Living ("DACL" or "Seller"), 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 mission of DACL is to advocate, plan, implement, and monitor programs in health, education, employment, and social services, which promote longevity, independence, dignity, and choice for District residents ages 60 and older and those with disabilities.

The purpose of the independent living provision ("Title VII") of the Rehabilitation Act of 1973, as amended ("the Act"), is to promote a philosophy of independent living ("IL"), including of consumer control, peer support, self-help, self-determination, equal access, and individual and system advocacy. This philosophy is intended to maximize the leadership, empowerment, independence, and productivity of individuals with disabilities, and the integration and full inclusion of individuals with disabilities into the mainstream of American society.

In addition, Title VII, Chapter 2 of the Act authorizes federal funding to states for the delivery of services to older individuals who are blind ("Older Blind Program"). By enacting Chapter 2, Congress recognized the existence of a large population of older blind consumers in need of services to maintain independence. The Designated State Unit, DDS/RSA, may use funds awarded under the Older Blind Program to carry out the activities described in Section IV of this MOU. The services that can be provided under the Older Blind Program include: services to help correct blindness, provision of eyeglasses and other visual aids, services and equipment to enhance mobility and self-sufficiency, mobility training, Braille instruction, and other services and equipment to help older persons who are blind adjust to blindness, guide services, reader services and transportation, and any other appropriate services to help an older person who is blind in coping with daily living activities, IL core services including IL skills training, information and referral, peer counseling and individual and systems advocacy; and other IL services as defined in the Act and the IL program regulations.

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 DACL

DACL will provide the services identified in this MOU through agreements with two private, nonprofit, community-based agencies. The services provided at each agency and the cost of each are outlined below:

1. **The Seabury Resources for Aging Ward 5 Model Cities Senior Wellness Center** will provide:

   Program space five days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, and counseling of older blind seniors;

   The DDS/RSA Shared Cost of the program will include:

Older Blind Program Consultants	
Program Coordinator $30/hour x 520 hours	$15,600.00
Asst. Program Coordinator $20/hour x 520 hours	$10,400.00
Walter Smith (11 Fitness classes per month)	$6,600.00
Doris Johnson (Wellness Programs) 10 classes/year	$3,000.00
Plants and Blooms-flowers/vases and classes monthly	$5,239.00
Runelle Gillium 12 classes/month	$7,200.00
Lisa Swag Works 43 sessions/year	$13,150.00
Older Blind Program Activities	
Fall Page Writing Guides	$40.00
Bold Line Writing Guides	$50.00
Olympus Digital Voice Recorder	$109.90
20/20 Pens	$85.00
Signature Guide with Spring Metal	$116.00
PPE Supplies	$3,000.00
Older Blind Program Supplies	$5,681.00
Security	$11,929.00
Assistive Technology	
Victor Reader Stream	$5,225.00
Talking Blood Pressure Cuffs	$1,000.00
Talking Scales	$900.00
Victor Stream Tutorial	$155.10

   The grand total for Seabury Resources for Aging Older Blind Program is $89,480.00.

2. **The East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center** will provide:

   Nutritious meals, transportation to sites and activities, health promotion,

recreation, and socialization activities, which include trips and individual and group counseling, teaching American Sign Language to the hearing seniors and to the late deaf who have never learned to communicate through sign; and self-advocacy training for the deaf and hard of hearing to ensure they are obtaining equipment, services, and benefits necessary for their activities of daily living. This training includes assisting participants with contacting the fire department so they can receive appropriate detectors, such as flashing fire detectors and lighted telephones. Additionally, participants may receive training on the TTY systems and deaf relay systems, which allow them to communicate with the outside world. New technology such as the VP Sorenson Video phone allow consumers that no longer use the TTY system to see and communicate with the person that they are talking with through using manual sign language.

The DDS/RSA Shared Cost of the program will include:

- Hands in Motion / Deaf and Hard of Hearing contract consultant at $83 per hour in person and $75 per hour virtual. The contractor provides sign language interpretation for clients of the Deaf and Hard of Hearing program totaling $14,478.00.
- The cost for technology training and support for twenty (20) participants is $25,000.00.
- The grand total for Ward 8 Lead Agency is $39,478.00.

B. RESPONSIBILITIES OF DDS/RSA

To fund and manage private, nonprofit, community-based providers: the Seabury Resource for Aging's Center for the Blind and Visually Impaired; and the East River Family Strengthening Collaborative Ward 8 Lead Agency Deaf and Hard of Hearing Senior Center. This funding will support the following services: independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, counseling, interpretation, and assistive equipment for older blind, visually impaired, deaf and hard of hearing, or deaf blind seniors.

In support of the work provided by the two private, nonprofit, community-based providers, DDS/RSA shall:

1. Coordinate services provision with the private agency case manager, for all consumers who receive services through these programs and DDS/RSA's Independent Living or Independent Living Older Blind Programs.

   Arrange and fund the transportation of participants at the Ward 5 Model Cities site. Transportation funding for the Model Cities site will be excluded from the transfer of funds to DACL under this MOU.

2. Reimburse DACL for all approved personnel services expenses resulting from the hiring of staff necessary to support these services, including payment of wages, taxes, and other benefit costs required under District of Columbia laws.

3. Reimburse DACL for all other approved program costs, as outlined in Section IV (A), above.

DDS shall include and make DACL aware of any data requests to the two private, nonprofit community-based agencies providing services under this MOU. DACL may verify any data provided by the agencies for services under this MOU.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall begin on October 1, 2023, and shall end on September 30, 2024, unless terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) of one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DDS/RSA shall provide DACL with written notice of its intent to exercise an option period prior to the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the DDS/RSA for the goods and/or services provided under this MOU shall not exceed $ **128,958.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA and DACL's estimate of the actual cost of the goods and/or services that will be provided under this MOU, This includes **$89,480.00** for consultants, program activities, and supplies for the Seabury Resources for Aging Model Cities Senior Wellness Center responsibility for managing the Aging Center for the Blind and Visually Impaired; and **$39,478.00** for contract interpretation and assistive technology for the East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead, as presented to DDS/RSA and accepted by DDS/RSA.

B. PAYMENT

1. Within 30 days of the effective date of this MOU, DDS/RSA 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 DACL

to directly charge the Project for the costs the DACL incurs in providing goods and/or services under this MOU.

2. The DACL shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge made directly against the Interagency Project via an accounting transaction, DACL shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For DACL purchases made through PASS, DACL must include the DDS/RSA representative in the approval flow as a "Watcher". This excludes other than personnel costs documented in Peoplesoft.

4. The DACL is required to inform the DDS/RSA if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

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 statues 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 DACL 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 DDS/RSA and DACL 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 DDS/RSA and DACL 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 60 calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the DDS/RSA and DACL shall reconcile any amounts due to the DACL under this MOU. The DDS/RSA shall not remove funding from the Interagency Project established pursuant to section VI (B) of this MOU until the DACL has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DACL.

XII. NOTICES

The following individuals are the contact points for each Party:

DDS/RSA:
Darryl Evans
Deputy Director
250 E Street, SW
Washington, DC 20024
Darryl.evans@dc.gov
Telephone: (202) 442-8490

DACL:
Melanie Johnson
Chief Program Officer
500 K Street, NE
Washington, DC 20002
melanie.johnson@dc.gov
Telephone: (202)
355-5148

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Deputy Director of DDS/RSA and the Program Manager at DACL for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and DACL 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:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director
Department on Disabilities Services

January 30, 2024
Date

Darryl Evans
Deputy Director
Department on Disability Services/ Rehabilitation Services Administration

12/04/2023
Date

DEPARTMENT OF AGING AND COMMUNITY LIVING:

Charon P.W. Hines
Director

11/22/2023
Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the Department on Disability Services and

the Department of Human Resources

Fiscal Year 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the *District of Columbia Department on Disability Services* ("Buyer Agency") and the *District of Columbia Department of Human Resources* ("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). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4 and 20 of the District of Columbia Municipal Regulations (DCMR).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services solely for its District government candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The scope of services in this MOU shall not constitute any population outside of District government applicants, employees, or volunteers such as contractors. The Buyer Agency agrees that it shall not send any contractor or similar individual for services under this MOU. The objective of the fitness-for-duty evaluations and suitability screenings is to determine whether each specific District government candidate, employee, or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 of the DCMR.

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

1. The Seller Agency shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer Agency's candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The Seller shall provide for the services indicated in Attachment A.

2. For each candidate, employee, and volunteer who undergoes a fitness-for-duty evaluation, suitability screening, or both, the Seller Agency shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer Agency through an electronic means established by the Seller Agency.

b) Responsibilities of Buyer Agency

1. The Buyer Agency shall ensure the Seller Agency receives all documentation reasonably necessary to carry out the Seller Agency's responsibilities under this MOU in a timely fashion. The Buyer Agency understands that failure to timely produce documents may delay services under this MOU.

2. The Buyer Agency agrees to be bound by the provisions contained in Title 6-B, Chapters 4, 16, and 20 of the DCMR. The Buyer Agency agrees that for purposes of these regulations with respect to fitness-for-duty and suitability determinations, the Seller Agency serves as the Program Administrator.

V. DURATION OF THIS MOU

a) Period

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless terminated earlier pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

a) Cost of Services

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$10,689.36 for** Fiscal Year 2024. Funding for services shall not exceed the actual cost of the goods and services.

2. The estimated cost of this MOU is based upon the projected service costs outlined on the schedule provided in Attachment A and does not account for all suitability services that may be provided under this MOU. For example, the Buyer Agency may request weekend service collections which may result in overtime fees. The Seller reserves the right to submit an amendment to increase funds under this MOU if additional suitability services such as overtime fees increase the cost of services beyond the maximum amount of this MOU established in subsection (a)(1).

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

4. The Buyer Agency understands that its failure to timely comply with VI(b) shall immediately result in the Seller Agency delaying or ceasing services under this MOU until payment is received.

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 statues 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's authorized representative.

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 authorized representatives for each Party:

Buyer Agency

Jessica Gray
Human Capital Administrator
250 E Street SW, Washington DC 20024
Jessica.gray@dc.gov

Seller Agency

Tamika Cambridge
Compliance Review Manager
1015 Half Street SE, 8th Floor, Washington DC 20003
tamika.cambridge@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the *Human Capital Administrator* and the *Compliance Review Manager* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the District of Columbia Department on Disability Services and the District of Columbia Department of Human Resources 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:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES

9/1/2023

Andrew P. Reese
Director

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

9/21/23

Charles Hall, Jr.
Acting Director

Date

Attachment A

FY24 Service Costs

Compliance Services

Criminal Background Checks (General)					
Positions	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$24.25	$35.75	$0.00	$0.00
Protection	12	$24.25	$35.75	$0.00	$720.00
Security	12	$24.25	$35.75	$0.00	$720.00
Volunteers	0	$24.25	$35.75	$0.00	$0.00
Summer Hires	0	$24.25	$35.75	$0.00	$0.00
				Criminal Background Checks Total Cost	$1,440.00

Criminal Background Recertifications					
Positions	**Projected # Recerts**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$24.25	$35.75	$0.00	$0.00
Protection	93	$24.25	$35.75	$0.00	$5,580.00
Security	48	$24.25	$35.75	$0.00	$2,880.00
				Criminal Background Recert Total Cost	$8,460.00

On-Site Suitability Events					
Duration	**Events Count**	**Projected # Processed**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
4 Hours	0	40	$120.00	$0.00	$0.00
8 Hours	0	80	$240.00	$0.00	$0.00
				Suitability Events Total Cost	$0.00

Drug Testing (General)					
Positions	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$30.03	$35.75	$0.00	$0.00
Protection	12	$30.03	$35.75	$0.00	$789.36
Summer Hires	0	$30.03	$35.75	$0.00	$0.00
				Drug Testing Total Cost	$789.36

Drug Testing (Random)					
Positions	**Projected # Randoms**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$30.03	$35.75	$0.00	$0.00
Alcohol	0	$44.75	$35.75	$0.00	$0.00
				Random Drug Testing Total Cost	$0.00

Fitness for Duty Testing - Applicants					
Type	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Pre-Employment	0	$250.00	$100.00	$0.00	$0.00

Physical Ability Testing (10 per session)	0	$650.00	$100.00	$0.00	$0.00
Pre-Employment Fitness for Duty Testing Total Cost					$0.00
Fitness for Duty Testing - Employees					
Type	**Projected # Employees**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Employee FFD	0	$350.00	$100.00	$0.00	$0.00
Shy Bladder Exam	0	$650.00	$100.00	$0.00	$0.00
Mental Health Assessment	0	$550.00	$100.00	$0.00	$0.00
Employee Fitness for Duty Testing Total Cost					$0.00
Additional Suitability Services					
Type	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Child Protection Registry Check	0	$0.00	$15.00	$0.00	$0.00
Sex Offender Registry Check	0	$5.00	$10.00	$0.00	$0.00
Motor Vehicle Record Check	0	$15.00	$10.00	$0.00	$0.00
Additional Suitability Services Total Cost					$0.00
Grand Total					**$10,689.36**

FISCAL YEAR 2024 MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES, REHABILITATION SERVCIES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency ("DDS/RSA" or "Buyer") and District of Columbia Public Library, the seller agency ("DCPL" or "Seller"), 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. PROGRAM GOALS AND OBJECTIVES

The program objective is to provide National Federation of the Blind ("NFB") Newsline Services ("Newsline Services") to eligible registered patrons of the D.C. Regional Library for the Blind and Print Disabled (DC Talking Book and Braille Program) who are residents. RSA pays for a license through the NFB for Newsline Services through FY 2024; DCPL is responsible for the implementation of the services to District of Columbia residents.

The purpose of this MOU is to establish the terms and conditions under which DDS/RSA shall transfer funding for DCPL to provide training and outreach in order to educate consumers on how to access Newsline 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. RESPONSIBILITES OF SELLER (DCPL)

1. Develop and implement a program that will ensure that District residents that are print disabled are enrolled in Newsline Services that will allow them to

receive media services through digital text or digital audio formats from various news organizations or other suppliers.

2. Seek pre-approval from DDS/RSA for any costs it incurs in implementing this MOU, including administrative and IT, but not excluding any other costs incurred by the seller.

3. Collect data with DDS/RSA to track usage of services and training program.

4. Secure DDS/RSA approval before entering into any contractual arrangements that use Independent Living Services or Independent Living Services for Older Individuals who are Blind grant funds.

5. Engage DDS/RSA in the selection process for all contractors used by DCPL in the provision of Newsline Services.

6. Select and identify the Newsline Administrator to handle various administrative duties that will provide support for the program.

7. Notify DDS/RSA of the Newsline Administrator selection.

8. Verify and approve monthly invoices of the Newsline Administrator.

9. Ensure the submission of new subscribers to the identified person at RSA.

10. Provide IT support to the NFB-Newsline Administrator, as needed.

B. RESPONSIBLITIES OF BUYER (DDS/RSA)

1. Ensure funds availability no later than November 20, 2023.

2. Ensure timely and accurate reporting and administration of the program.

3. Have oversight responsibility over the federal grant dollars awarded to DC Government and transfer to Seller for services rendered.

4. Draw down the following federal grant funds and transfer to DCPL: Independent Living Services and Independent Living Services for Older Individuals who are Blind.

5. Participate in Steering Committees.

6. Have federal grant reporting responsibility for the federal grant dollars awarded to DC Government and transfer to Seller for services rendered and submit annual reports to the Department of Education (for Independent Living Services for Older Individuals who are Blind) and Health and Human Services (for Independent Living Services Program).

7. Ensure that appropriate referrals of DDS/RSA consumers requiring Newsline Services are made to DCPL.

8. DDS/RSA will pay the licensing fee to make the NFB-Newsline service available to DCPL for FY 2024.

9. Provide computer training to the NFB-Newsline Administrator, if needed.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date"), through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) of one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least 30 days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $17,300.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials, and actual overhead.

B. PAYMENT

1. October 1, 2023, 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher". This excludes other than personnel costs documented in Peoplesoft.

4. The Seller Agency is required to inform the Buyer Agency if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

C. ANTI-DEFICIENCY CONSIDERATIONS

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 statues 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 thirty (30) 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. NOTICE

The following individuals are the contact points for each Party:

DDS/RSA:

Darryl Evans
Deputy Director
Department on Disabilities Services/Rehabilitation Services Administration
250 E Street SW
Washington, D.C. 20024
E-mail: Darryl.Evans@dc.gov
Phone: 202-442-86606

DCPL:

Maryann James-Daley
Director, Martin Luther King Jr. Memorial Central Library
901 G Street NW
Washington, D.C. 20001
E-mail: Maryann.james-daley@dc.gov
Phone: (202) 727-4938

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency and District of Columbia Public Library for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and "DCPL" 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:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITIES SERVICES/REHABILITATION SERVICES ADMINISTRATION:

October 24, 2023

Andrew P. Reese
Director
Department on Disabilities Services

Date

10.10.2023

Darryl T. Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY

October 5, 2023

Richard Reyes-Gavilan
Executive Director

Date

MODIFICATION NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2024

This Modification amends the Memorandum of Understanding signed by the Department on Disability Services ("DDS") on November 28, 2022, and by the Office of Contracting and Procurement ("OCP") on November 29, 2022 ("MOU"). DDS and OCP are hereinafter collectively referred to as the "Parties," and they now desire to modify the MOU as follows:

I. **Section IV. DURATION:** Pursuant to Section IV.B, the Parties hereby agree to extend the term of this MOU for one year commencing on October 1, 2023 through September 30, 2024.

II. **Section VI. FUNDING PROVISIONS:** Section VI. is hereby modified as follows**:**

A. COST OF GOODS AND SERVICES

1. Total cost for goods and services under this MOU shall not exceed $550,053.90 for Fiscal Year 2024.

PERSONNEL SERVICES

Job title(s)—One (1) CS-11\1, one (1) 12\1, one (1) CS-13\7 and one (1) MSS-15\0 FTEs

Position	Salary	Benefits	Total
CS-11\1	$73,058.72	$16,657.39	$89,716.11
CS-12\1	$90,689.28	$20,677.16	$111,366.43
CS-13\7	$124,507.09	$28,387.62	$152,894.71
MSS-15\0	$159,671.54	$36,405.11	$196,076.65

TOTAL PERSONNEL SERVICES: $550,053.90

2. Funding for goods and services shall not exceed the actual cost of the goods and services.

3. Funding shall be applied only to the costs covered by this MOU.

B. PAYMENT

1. DDS shall advance funds in the above amount through an Intra-District transfer to OCP for the amount specified in Paragraph A (Cost of Goods and Services) within 14 calendar days of the last signature on this Modification.

All other terms and conditions of the MOU shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification to MOU as follows:

DISTRICT DEPARTMENT ON DISABILITY SERVICES

Date: January 24, 2024

Andrew P. Reese
Director

OFFICE OF CONTRACTING AND PROCUREMENT

Nancy K. Hapeman/MAS

Date: 1/24/2024

Nancy Hapeman
Interim Director

1. Parties and Purpose

The parties to this Memorandum of Understanding (MOU) are the Mayor of the District of Columbia (the District), who is its Chief Elected Official, the District of Columbia Workforce Investment Council (DC WIC), which serves all functions designated to the State Workforce Investment Board and the Local Workforce Investment Board under WIOA, the District of Columbia Department on Disability Services (DDS), a one-stop partner (Partner), and the District of Columbia Department of Employment Services (DOES)/ Office of the Chief Financial Officer (OCFO) as the Fiscal Agent for the Agreement on Resource Sharing (Attachment C), with responsibility for allocating funds in accordance with policies set by the DC WIC (hereinafter collectively referred to as "Parties"). For the purpose of this MOU, "Partner" is defined as "any District agency or local provider that has signed an MOU with DC WIC and the Mayor's Office for the purpose of AJC operation under WIOA," including but not limited to the District agencies and local providers identified in Section 6 of this MOU. The MOU provides the basis for cooperation, collaboration, and alignment, including resource sharing, pertaining to the operation of the American Job Centers (AJCs) of Washington, DC (also referred to as AJCDCs), which function as the one-stop workforce development service delivery system for the District.

The purpose of this MOU is to:

- Define the roles and responsibilities of DC WIC and DDS, as they relate to the operation and continued development of the local workforce system, which consists of all Workforce Innovation and Opportunity Act (WIOA) required one-stop partner programs, and is led by the District's network of AJCs.
- Coordinate resources and avoid duplication of effort and expenditures.
- Ensure the effective and efficient delivery of AJC and partner services.
- Enhance the workforce system and AJC services to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish coordinated processes and procedures that will, ultimately, enable partners to align and integrate programs and activities across the workforce system.

This document ensures compliance with the federal Workforce Innovation and Opportunity Act (PL 113-128) and it's implementing regulations, and provides the framework to achieve shared goals among the Parties to the MOU and among other workforce development system partners in the District, with regard to providing comprehensive, seamless, customer-focused delivery of employment, training and related services. The chief elected official for the District of Columbia Workforce Area is the Mayor, who must approve any MOUs entered into by the DC WIC.

2. Background

On July 22, 2014, President Obama signed WIOA into law. WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.

In June 2016, the U.S. Department of Labor and the U.S. Department of Education issued final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent an integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of public workforce development programs and require organizations managing and operating federal partner programs to collaborate to support a seamless customer- focused service delivery network. The regulations further require that programs and providers co-locate, coordinate, and/or otherwise integrate resources, activities and information, so that the system as a whole is accessible for individuals and businesses alike. The ultimate goal of the system is to increase the long-term employment and earnings outcomes for individuals seeking services, especially those with significant barriers to employment.

As indicated, the MOU is an agreement developed and executed by the DC WIC, the Mayor and the one-stop partners relating to the operation of the one-stop delivery system. As the management of the American Job Center network is the shared responsibility of the WIC, the Mayor, WIOA core program partners, the required one- stop partners, other (optional) one-stop partners, and American Job Center Operator (also referred to as the One-Stop Operator), the U.S. Department of Labor and other federal agencies expect partners in local workforce systems to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in American Job Centers.

The District's State Plan

In March 2020, the District submitted a Unified State Plan to the U.S. Departments of Labor and Education detailing how it will use the new law to create an innovative, comprehensive plan to move the city forward. The District's State Plan lays out specific strategies and operational components for overall workforce system improvements, focusing on five key areas: system alignment, access, performance, business alignment, and youth services. There is special attention paid toward high-growth industries to ensure that DC residents are prepared for the jobs of today and of tomorrow.

3. WIOA Requirements and References

WIOA prescribes the following with regard to partners and MOUs:

- WIOA Section 121(c) requires that DC WIC develop and enter into a memorandum of understanding with the AJC/one-stop system partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into an MOU with DC WIC pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the partner programs and requires that the services and activities under each program be made available through the local AJC system. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the District are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each core partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs, as determined by an analysis of benefit to the partner program.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the local workforce system and that participation in the AJC system is in addition to other requirements applicable to each partner's program under each authorizing law.

4. DC WIC Roles and Responsibilities

The DC WIC, which has oversight of federal workforce funding and programming, is a private-sector led board responsible for advising the Mayor, Council, and District government on the development, implementation, and continuous improvement of an effective workforce investment system and functions as the District's State and local workforce development board in accordance the requirements of WIOA. Members of the DC WIC include representatives from the private sector, government officials, organized labor, youth and community groups, and organizations with workforce investment experience. The DC WIC also convenes and leads system stakeholders to ensure workforce programs and initiatives align with business needs.

DC WIC is responsible for: coordination of partners within the District's workforce system in accordance with WIOA; building partnerships, including those with businesses; convening a leadership team comprised of system partners; aligning and coordinating programs; overseeing the quality and continuous improvement of the workforce system; and certifying AJCs. Some of the foregoing responsibilities will be assigned to a One-Stop Operator competitively procured by the DC WIC.

In addition, WIOA Section 107 requires DC WIC to:

- Develop a State Workforce Plan and coordinate its implementation across the system partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker and leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Coordinate the delivery of core WIOA programs through the one-stop service delivery system.

DC WIC acts on behalf of the District to oversee WIOA Title I resources. Furthermore, DC WIC commits to the adoption of strategies to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

5. One-Stop Operator Roles and Responsibilities

The DC WIC, in consultation with the Mayor, selected a one-stop operator through a competitive process in accordance with WIOA, its implementing regulations, and local procurement laws and regulations. A one-stop operator is the entity that coordinates the service delivery of required one-stop partners and service providers and carries out the following activities:

- Facilitating integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.
- Developing and implementing operational procedures that reflect an integrated system of service, performance, communication, and case management, and uses technology to achieve integration and expanded service offerings. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
- Organizing and integrating American Job Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate,

through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having American Job Center staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).

- Ensuring that AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- Ensuring that AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- Ensuring that AJC staff and partners are trained on the process for making a direct linkage to services that are not physically available at the AJC.
- Ensuring center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the local workforce development system, as well as within the American Job Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

Because the One-Stop Operator is not a party to this MOU, its roles and responsibilities are provided for informational purposes only.

6. Core Partners and Other One-Stop Partner Programs

WIOA describes core partner programs, required one-stop/AJC partner programs and additional one-stop/AJC partner programs.

Core Partners: WIOA calls for strengthening the alignment of core workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The core workforce programs under WIOA include:

- Adult, Dislocated Worker and Youth Programs (Title I of WIOA)
- Adult Education and Family Literacy Act Program (Title II)
- Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III)
- Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV)

Required Partner Programs: WIOA identifies the required one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in a local area. Carrying out a program or activity means that

the partner is providing any of the services its grant, contract, or program requires.

The District's one-stop/AJC partner programs, which include the core partners' programs and administrators/providers are:

	One-Stop/AJC Partner Program	*District Agency/Local Provider*
U.S. Department of Labor Programs		
1.	Adult *(WIOA title I formula)*	Department of Employment Services
2.	Dislocated Worker *(WIOA title I formula)*	Department of Employment Services
3.	Youth *(WIOA title I formula)*	Department of Employment Services
4.	Job Corps *(WIOA title I)*	Potomac Job Corps Center – Exceed Corporation
5.	Senior Community Service Employment Program *(title V of the Older Americans Act of 1965)*	Department of Employment Services *and* National Caucus on Black Aging
6.	Trade Adjustment Assistance activities *(Trade Act of 1974, as amended)*	Department of Employment Services
7.	Jobs for Veterans State Grants *(Chapter 41 of title 38)*	Department of Employment Services
8.	Unemployment Compensation programs	Department of Employment Services
9.	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA title III	Department of Employment Services
U.S. Department of Education Programs		
10.	Adult Education and Family Literacy Act *(AEFLA)* program *(WIOA title II)*	Office of the State Superintendent of Education
11.	State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV	Department on Disability Services
12.	Career technical education programs at the postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Office of the State Superintendent of Education
U.S. Department of Health and Human Services Programs		
13.	Programs authorized under the Social Security Act title IV, part A *(TANF)*	Department of Human Services
14.	Community Services Block Grant Employment and Training activities *(Community Services Block Grant Act)*	Department of Human Services
U.S. Department of Housing and Urban Development Programs		
15.	Employment and training programs	District of Columbia Housing Authority

U.S. Department of Agriculture Programs		
16.	Supplemental Nutrition Assistance Program Employment and Training *(SNAP E&T)*	Department of Human Services

Additional One-Stop/AJC Partner Programs: WIOA indicates that, with the approval of the local workforce board and the Chief Local Elected Official, other appropriate Federal, State or local programs may become partners in the local workforce system. In the event that the DC WIC and the Mayor approve the addition of other partners, MOUs will be developed with each.

7. The District's American Job Centers

The following locations comprise the District's network of AJCs:

Comprehensive Center: 4058 Minnesota Ave., NE Washington, DC 20019	***Affiliate Center:*** 2330 Pomeroy Road, SE Washington, DC 20020
Affiliate Center: 5171 South Dakota Ave., NE Washington, DC 20017	***Affiliate Center:*** 2000 14th St., NW, 3rd Floor Washington, DC 20009

8. System Access via the Internet

Accessibility to the services provided by the AJCs and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. DC WIC will work with the District's Department of Employment Services to ensure on-going operation of the AJC customer access website dcnetworks.org, which provides resources for job seekers and businesses. DDS customers will register in and use dcnetworks.org to access system information and services. In addition, DDS will promote dcnetworks.org and the full range of services provided by AJC partners via its website by providing information about system programs and hyperlinks to connect participants to the AJCs and to system partners' websites.

9. Service Delivery

The District's workforce system and AJC network has been established by DC WIC in accordance with WIOA and the Unified State Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the workforce development delivery system. The State Plan further identifies programs that must be accessible through the AJC system. Attachment A, *AJC and One-Stop System Services*, describes services available through the AJCs and serves as the framework for system

service delivery in the District.

In all centers, Basic and Individualized Career Services are provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve their career plans, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided to job seekers also aligns with the needs of the District's employers for recruiting, training and retaining talent and supports career pathways for job seekers. The DC WIC is responsible for coordinating these activities to assure the desired outcomes.

Attachment B, *Shared System Services/Roles and Responsibilities*, describes the ways in which DDS supports the AJCs and overall workforce system services.

10. General Partner Responsibilities

Partner agrees to adhere to all relevant statutes, regulations, plans, and policies and work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the workforce system.

In addition, the Partner agrees to:

- Make the services and activities that are applicable to Partner's program available to customers through the AJCs during regular business days, either by having a program staff member physically at the AJC(s), having a staff member from a different partner program physically at AJC appropriately trained to provide information, having a "direct linkage" through technology to a program staff member who can provide meaningful information or services;
- Develop, offer, and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, training, and retaining talent for the regional economy;
- Implement operational processes and systems to achieve functional alignment, the coordination of common services, effective and efficient fiscal management, and strategic allocation of staffing resources;
- Engage in staff capacity building and professional development, including but not limited to, cross-training between partner staff;
- Effectively communicate, share information, and collaborate with the one-stop operator;
- Engage in joint planning, system design, and development of necessary service delivery protocols;

- Commit to the vision, mission, goals, strategies, and performance measures articulated in the District's WIOA Unified State Plan;
- Participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction;
- Participate in coordinated outreach efforts for jobseekers and employers, such as hiring events and other on-site or virtual activities, in accordance with one-stop delivery system common identifier laws, rules, and DC WIC policies;
- For each individual program represented in Section 11 of this MOU, participate in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration;
- Submit to the DC WIC the following information no later than fifteen (15) days after the end of each month: number and percent of referrals successfully enrolled, number and percent of enrollees who complete program, number and percent of enrollees who obtain employment, number and percent of enrollees who maintain employment for at least three months.

Specific responsibilities of DDS are described in Attachment B, *Shared System Services/Roles and Responsibilities*.

11. DDS Programs and Services

DDS is committed to delivering services through and in connection with the AJC system in accordance with WIOA, the Unified State Plan and DC WIC policies, as applicable. DDS programs covered by this commitment and MOU include:

- The Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV

Further information on the role of DDS is outlined at Attachment B.

12. Methods for Referring Customers

The District has many excellent providers of workforce development, education, and social services—including government agencies and CBO's. In order to provide comprehensive, integrated and seamless delivery of services to workers, job seekers, and employers, Partner agrees to:

- Familiarize itself with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the programs represented in the AJCDC system;

- Develop materials summarizing their program requirements to ensure that general information regarding AJC partner programs, services, activities and resources are available to all customers as appropriate;
- Work collaboratively and implement methods for referring customers to appropriate services and activities in accordance with the referral policy and processes to be developed by the DC WIC.
- Train staff to provide appropriate referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs and to jointly serve individuals who have varying degrees of job readiness;
- Commit to robust and ongoing communication required for an effective referral process;
- As required by Section 10 of this Agreement, actively track and report the results of referrals and assure that Partner resources are being leveraged at an optimal level; and
- Regularly share referral information among AJCs and partners, and evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

13. Priority Populations

The District's AJC system is designed to be universally accessible, customer-centered and able to offer training and related resources that are driven by the needs of the local economy. The DC WIC is committed to ensuring high quality services for job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, and individuals with low basic skills.

Through this MOU, the DC WIC and DDS commit to working together to focus efforts and resources to ensure the needs of job seekers, youth and individuals with barriers to employment are effectively addressed in the AJC system, including providing access to technology and materials, prioritizing services and increasing outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Low-income persons
- Basic skills deficient
- Returning citizens
- Individuals with disabilities
- English language learners
- Homeless persons
- Public housing residents
- Public assistance recipients
- Youth disconnected from school and/or work
- Others with significant barriers to employment

Partner shall adhere to all statutes, regulations, plans, and policies regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses (see 38 U.S.C. sec. 4215 and its implementing regulations at 20 CFR 680.650) and the priority provisions of WIOA sec. 134(c)(3)(E) and 20 CFR 680.600 for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Any additional priority populations identified by the DC WIC will be reflected in the District's WIOA Unified Plan, as well as DC WIC policy.

14. Nondiscrimination and Equal Opportunity

Partner agrees to comply with all applicable federal and local nondiscrimination laws, including WIOA Section 188 and its implementing regulations and guidance which prohibits the exclusion of an individual from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration or connection with any programs and activities funded otherwise financially assisted in whole or in part under Title I of the WIOA because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity) national origin (including Limited English Proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA. Partner shall not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I–financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Partner shall adhere to the policies, procedures, and guidance issued by District regarding equal opportunity, nondiscrimination, and increased accessibility, including but not limited to the District's WIOA Nondiscrimination Plan which may be found on the DC WIC's website at https://dcworks.dc.gov/page/equal-opportunity. Partner hereby assures that it: has incorporated the required non-discrimination and equal opportunity provisions into all grants, agreements or other similar applications for federal financial assistance under WIOA; has designated an Equal Opportunity officer; provides proper notice regarding protections and takes reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others; engages in affirmative outreach; performs data collection and maintenance, monitoring, recordkeeping, and complaint processing procedures in accordance with WIOA Section 188 and its implementing regulations; and will cooperate with compliance monitoring that is conducted at the local level. Nothing in this Section shall be construed as limiting the Parties' agreement to increase and maximize access for individuals with barriers to employment.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Partner (as a "recipient" defined at 29 C.F.R. § 38.4(zz)):

- assures that it can comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs.
- assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity.
- understands that the United States has the right to seek judicial enforcement of this assurance.
- acknowledges and agrees that it must comply (and require any sub-grantees, contractors, successors, transferees, and assignees to comply) with applicable provisions governing access to records, accounts, documents, information, facilities, and staff by the U.S. Department of Labor (DOL), the State Equal Opportunity Officer (or designee), and the District of Columbia Department of Employment Services (DOES) Equal Opportunity Officer (or designee) to support WIOA's nondiscrimination and equal opportunity responsibilities including, but not limited to, monitoring, compliance reviews, and discrimination complaint investigations:
  - must cooperate with any compliance review, monitoring, or complaint investigation conducted by U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee).
  - must give U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable federal civil rights laws set forth above.
  - must keep such records and submit to the responsible U.S. DOL official, State Equal Opportunity Officer (or designee), and/or DOES Equal Opportunity Officer (or designee) timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the

responsible Equal Opportunity Officer, or designee, may determine to be necessary to ascertain whether the recipient has complied, or is complying, with relevant obligations.

- must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law and detailed in program guidance.
- If, during the past three years, the has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to U.S. DOL, the State Equal Opportunity Officer (or designee), and DOES Equal Opportunity Officer (or designee).
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, against , or settles a case or matter alleging such discrimination, must forward a copy of the complaint and findings to U.S. DOL, the State Equal Opportunity Officer (or designee), and the DOES Equal Opportunity Officer (or designee).

15. Resource Sharing

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and AJC infrastructure costs. Attachment C, *Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services*, identifies the specific infrastructure/shared costs and the method by which those costs will be supported by DDS in accordance with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. The DC WIC is responsible for managing the Infrastructure Funding Agreement, which is part of the Agreement on Resource Sharing, as well as collecting and disbursing the shared resources outlined within the Agreement.

16. Appeals

If an AJC/one-stop partner and the DC WIC cannot reach agreement necessary to execute the MOU, the DC WIC has developed a policy (DC WIGL-2018-001) which details the dispute resolution process and is published online at, https://dcworks.dc.gov/node/1372586.

17. Confidentiality Requirements and Development of Data Sharing Strategies

All AJCs and one-stop partners must have access to and be trained on the DC Data Vault and will use the DC Data Vault to process the intake and referral of customers to relevant

services provided by one-stop partners with access to the DC Data Vault. A customer must sign a Data Sharing Consent Form prior to the partner inputting any of the customer's intake information into the DC Data Vault. Partner agrees to:

- Complete the data usage form identifying agency staff who have access to Data Vault.
- Ensure staff are trained on the usage of the platform and participate in briefings, enhancement trainings and updates.
- Enforce using the platform as the sole modality for intake and referrals for supportive and wrap-around services.

This MOU does not represent an agreement to share among the Parties data not already covered by an existing agreement and/or consent waiver; a separate, multi-agency data sharing agreement will need to be developed. WIOA, the DC WIC and the Unified State Plan support alignment and integration of programs and services to better serve common customers. Sharing customer service- level data between partner organizations is a goal of the system. In furtherance of this goal, DDS commits to work with DC WIC and other system partners to identify strategies and approaches to data sharing, including the expanded use of the DC Data Vault which allows for extensive data sharing among participating partners and contains a universal release of information consent form. The provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Partner agrees to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Family Literacy Act, and any other applicable requirements of the District or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services. When required under applicable law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out its respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other Parties, observing the requirements that are most restrictive.

18. Term and Renewal

The performance under this MOU shall commence on October 1, 2021, and shall terminate on September 30, 2022, unless previously terminated or updated pursuant to the terms of this MOU. The MOU may be extended for up to two additional one-year terms upon agreement from all Parties. The MOU shall be reviewed and renewed not less than once every three years.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the

DC WIC. Substantial changes, such as changes in one-stop partners or a change due to the election of a new Chief Elected Official, will require renewal of the MOU in accordance with 20 CFR 678.500(b)(6),(d),and(e).

19. Modifications, Amendments and Termination

This instrument constitutes the entire agreement between the Parties, and all oral or written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. This Agreement supersedes and replaces all prior agreements between the Parties relating to this subject matter. Any prior agreements are hereby terminated.

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named Parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable law and fiscal requirements.

The MOU will remain in effect in accordance with the expressed term, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- A party breaches any provision of this MOU and such breach is not resolved within thirty (30) days of receiving written notice from DC WIC. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- In the event of termination, the Parties to the MOU must convene within thirty (30) days_after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by providing written notice to all other Parties.

20. Anti-Deficiency Considerations

The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia

Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.), (iii) D.C. Official Code § 47-105 (2015 Repl.), and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

21. Point of Contact

The main point of contact for the MOU is:

Executive Director
DC Workforce Investment Council
2235 Shannon Pl., SE, Suite 3031
Washington, DC 20020

22. Attachments to the MOU

The following attachments are incorporated into the MOU:

A. AJC and One-Stop System Services
B. DDS – Shared System Services/Roles and Responsibilities
C. Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services

23. Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this MOU and do so commit by signing:

Chief Elected Official, District of Columbia

Unique-Morris Hughes Designee for Mayor Muriel Bowser		10/27/2021
Name	Signature	Date

Executive Director, Workforce Investment Council

Ahnna Smith		10/27/2021
Name	Signature	Date

Director, District of Columbia Department on Disability Services

Andrew P. Reese	Andrew Reese	10/26/2021
Name	Signature	Date

Deputy Director, DC Rehabilitation Services Administration

Darryl Evans	Darryl Evans	10/16/2021
Name	Signature	Date

Deputy Director, Workforce & Federal Programs, Department of Employment Services

Vanessa Weatherington Fiscal Agent for the Agreement on Resource Sharing		10/26/2021
Name	Signature	Date

ATTACHMENT A

AJC and One-Stop System Services

Workforce Innovation and Opportunity Act One-Stop Delivery System Memorandum of Understanding

One-Stop System Services

WIOA establishes two levels of employment and training services for adults and dislocated workers: career services and training services.

Career Services: Career services for adults and dislocated workers are available at all AJCDCs. U.S. DOL has identified three types of career services:

- Basic career services;
- Individualized career services; and
- Follow-up services

Basic Career Services: Basic career services must be made available and, at a minimum, must include the following:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including worker profiling), and orientation to information and other services available through the local workforce system;
- Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
- Labor exchange services, including:
  - job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on nontraditional employment and in-demand industry sectors and occupations; and
  - appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas;

- Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- Provision of information, in usable and understandable formats and languages, about how the Board[1] is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce system;
- Provision of information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance;
- Provision of information and assistance regarding filing claims for unemployment compensation, by which the Board must provide assistance to individuals seeking such assistance;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services: Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These include the following services:

- Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers; Section 134(c)(2) and (c)(3) list the required local employment and training activities. To satisfy some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA allows the use of previous assessments from another education or training program. The previous assessments must be determined to be appropriate by AJCDC representatives and must have been completed within the previous six months;
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information regarding eligible training providers;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experience that are linked to careers;
- Workforce preparation activities;
- Financial literacy services as described in WIOA §129(b)(2)(D);
- Out-of-area job search and relocation assistance; and
- English language acquisition and integrated education and training programs.

[1] Within the District, the DC WIC.

Follow-up Services: These services must be made available, as appropriate (including counseling regarding the workplace) for participants in adult or dislocated worker activities that are placed in unsubsidized employment for a minimum of 12 months after the first day of employment.

Training Services: WIOA is designed to increase participant access to training services. Training services are provided to equip individuals to enter the workforce and retain employment. Examples of training services include:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training (OJT), including registered apprenticeship;
- Incumbent worker training in accordance with WIOA §134(d)(4);
- Workplace training and cooperative education programs;
- Private sector training programs;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs in accordance with WIOA §134(d)(5);
- Job readiness training provided in combination with other training described above;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, in combination with training; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

WIOA clarifies that there is no sequence of service requirement in order to receive training. However, DOL has indicated that, at minimum, to be eligible for training, an individual must receive an interview, evaluation, or assessment and career planning or any other method through which the one-stop operator/partner can obtain enough information to make an eligibility determination for training services. Where appropriate, a recent interview, evaluation, or assessment may be used for the assessment purpose.

Business Services: The District's AJCs are part of a business-focused system. Examples of system services to serve business customers include:

- Customized screening and referral of qualified participants in training services to employers.
- Customized employment-related services to employers, employer associations, or similar organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under the Wagner-Peyser Act.
- Work-based learning activities, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Activities to provide business services and strategies that meet the workforce investment needs of employers, as determined by the Board and consistent with the local plan.

ATTACHMENT B

District of Columbia Department on Disability Services (DDS): Shared System Services/Roles and Responsibilities

DDS provides the residents of the District of Columbia with information, oversight and coordination of services for people with disabilities and those who support them, such as service providers and employers. Through its Rehabilitation Services Administration (RSA), DDS focuses on employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining, sustaining and advancing in employment, economic self-sufficiency and independence. RSA achieves this through: employment marketing and placement services, vocational rehabilitation; inclusive business enterprises.

Once a customer's eligibility for services is established, a Vocational Rehabilitation counselor assists the person to develop an Individualized Plan for Employment (IPE). The IPE identifies the customer's vocational goal and the services that will be provided in order to achieve that goal. To help people with disabilities obtain employment, RSA provides comprehensive rehabilitation services, which may include: information and referral, assessment services, counseling and guidance, physical restoration, vocational training or other post-secondary education, job search, job placement and job coaching, supported employment. RSA assists persons with disabilities to locate employment by developing and maintaining close relationships with local businesses.

Person-centered thinking is a service philosophy that supports positive control and self-direction of people's own lives. DDS is working to implement this through training sessions and other agency-wide initiatives.

The following information summarizes DDS's role within the District's one-stop/AJC system:

- Shared System Design and Access
- Shared System Knowledge
- Shared Services and Customers

Shared System Design and Access

With regard to system design and access, the system partners and DC WIC agree to use of the following terms to characterize the participation of DDS and other system partners within the local AJC system:

- Co-Location: A full- or part-time physical presence by one or more partner representatives at one or more of the District's AJCs.
- Cross-Training: Having a staff member from a different partner program physically

present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Direct Linkage: Providing AJC customers with a direct connection to partner services, within a reasonable time, by phone or through a real-time Web-based communication (e.g. Skype) to a program staff member who can provide program information or services to the customer; a direct linkage cannot exclusively be providing a phone number or website or providing information, pamphlets, or materials. A direct linkage differs from a "warm handoff" in several ways. Direct linkage provides real-time access to the services a customer needs, while that customer is on-site, rather than sending the customer to another location. Direct linkage supports several programs serving a customer simultaneously, rather than in a sequence of hand-offs. The programs engaged in a direct linkage are still responsible for the customer and work together to avoid duplicate assessments, services, etc.

DDS representatives are co-located at the four (4) AJCs located within the District. Currently, DDS's presence at each site is 1 full-time equivalent position, which is filled by various DDS counselors and staff. DDS must submit to the DC WIC and OSO and keep current the Partner Personnel and Data information outlined in Attachment C, Section III.

DDS does not provide access to any services via cross-trained staff or direct linkage.

Shared System Knowledge

DDS agrees to participate in staff development and cross-training partner program staff to increase system capacity. This will include:

- Providing content to be used in training of partner managers and staff about the programs and services offered by DDS. Such content will, at a minimum, include information about types of services offered; program and service eligibility requirements; application processes; and information on outcomes.
- Assisting with the delivery of training, which may include providing content suitable for electronic media format (e.g. PowerPoint, on-line video) or in-person or webcast presentations to partner representatives.
- Participating in training developed and/or provided by the One Stop Operator or District one-stop system partners. Such participation may occur through attendance at in-person or virtual sessions or by viewing web-based content.

Shared Systems and Customers

DDS is committed to working with the DC WIC, the One Stop Operator, DOES (which manages the AJCs), and the full range of system partners to devise, implement and continuously improve workforce strategies that benefit residents and businesses in

Washington, DC. As an extension of this commitment, DDS agrees to participate in meetings and activities organized by the One-Stop Operator and other key system partners to solve critical workforce system challenges or support workforce development activities.

DDS's role in the coordinated delivery of AJC services will include the following services, participation and collaboration.

1. Outreach and Recruitment

While DDS targets specific individuals (such as those with a physical or mental disability that poses a substantial barrier to employment), its messages reach a broad cross section of District residents. Therefore, the agency can provide candidates (including those not using its services) with information on the services of the AJCs and the system's partner programs. Information will be provided via web-based media, print materials and verbal communications.

2. Intake

As DDS representatives conduct intake for its programs, it agrees to identify individuals that may be eligible for and/or interested in AJC services or those of the system partners. Such individuals will be referred in accordance with policies and processes established under Section 12 of the MOU. As part of the intake process, DDS will ensure that all individuals are registered in DC Networks.

3. Orientation

Similar to candidate information derived from outreach and intake processes, orientation and information sessions led by DDS provide a venue and/or opportunity to share with District residents, information about other programs and services for which they may be qualified. For those who may benefit from AJC or partner programs, DDS will make appropriate referrals in accordance with the policies and processes established by the DC WIC.

4. Initial Assessment

To the extent permitted by rules governing the funding under which it operates, DDS may provide the AJCs and other partners with results of assessments in which residents participate. In cases where residents apply for services from another system partner, this process may help to avoid duplication of effort. Sharing of assessment results will require a release signed by the affected individuals.

5. *Cross Referrals*

Cross referrals among the District's workforce system partners are critical to the goals of collaboration and alignment of programs and to ensuring that services are customer-focused. DDS will work with the One-Stop Operator to develop specific details for managing and tracking referrals in accordance with the policies developed by the DC WIC.

6. *Sharing of Local Market Intelligence*

In support of its various employment programs and activities, DDS regularly communicates with businesses to help inform its efforts to train and place residents in employment. Similarly, DC WIC, the AJCs and all partner programs conduct business outreach and engage in gathering local labor market information and industry "intelligence." To the extent practicable, the DDS agrees to share such information and intelligence with the AJC/one-stop partners so that the entire system is well prepared to meet business and industry needs.

7. *Co-Enrollment/Co-Case Management*

When DDS and one or more other partners serve the same customer (via the participant's co-enrollment), the partners agree to identify opportunities to co-case manage activities in order to streamline processes and avoid duplication of effort and resources.

8. *Support Services*

DDS directly provides or otherwise connects its customers to a wide range of support services, including transportation and assistance technology and other forms of training and workplace aids, among others. Participants may be referred to the AJCs or other system partners for other services to address their unique needs.

9. *Placement Services*

To increase the range of employment opportunities for customers, DDS agrees to refer those seeking employment to the AJCs for placement services, such as hiring events, when such services are determined as benefitting an individual.

ATTACHMENT C

Agreement on Resource Sharing: AJC/One-Stop Infrastructure Agreement & Shared Systems Allocation Costs Per Required Program

I. Resource Sharing Agreement

USDOL TEGL 17-16 requires the AJCDC Partners to develop and enter into a resource sharing agreement including:

- An infrastructure funding agreement (IFA), which consists of:
  - A budget including the non-personnel, infrastructure costs necessary for the general operation of the AJCs, such as:
    - Applicable facility costs (such as rent)
    - Utilities and maintenance
    - Equipment (including assessment-related and assistive technology for individuals with disabilities)
    - Technology to facilitate access to the One-Stop Centers, including technology used for the center's planning and outreach activities
  - An allocation of the infrastructure costs among the AJC partners using an agreed upon methodology.

- Additional costs, which must include Applicable Career Services and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.
  - Applicable Career Services include the costs of the provision of Career Services in Section 134(c)(2), as authorized by and applicable to each partner's program.
  - Other System Costs may include any other shared services that are authorized for and commonly provided through the AJC partner programs to any individual and are agreed upon by the partners, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other partners, and business services.

All required one-stop partners must provide access to their programs, services, and activities in the comprehensive centers through a physical presence, appropriately cross-trained staff, or direct linkage, and contribute to the infrastructure costs of those centers. Only those one-stop partners that participate in the affiliate one-stop centers are required to contribute to the infrastructure costs for those centers. The financial contributions of one-stop partners through a direct linkage may be different than those one-stop partners with a physical presence, regardless of the type of center. When two or more grant recipients or contractors of a required partner program are carrying out the program in a local area, both entities must contribute to infrastructure costs, including at an affiliate center, if those partners are participating in that affiliate center.

The WIOA Adult, Dislocated Worker, and Youth programs, Senior Community Service Employment Program (SCSEP), Jobs for Veterans State Grant (JVSG), Unemployment Insurance Compensation (UI), Reemployment Services and Eligibility Assessment (RESEA), Wagner-Peyser, Vocational Rehabilitation (VR), Carl D. Perkins, Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) programs are physically co-located in the District of Columbia American Job Centers.

The SCSEP program run by National Caucus on Black Aging (NCBA) and the employment and training programs run by DC Housing Authority (DCHA) do not have staff physically co-located in the AJCDC; their services are accessible via AJC front desk staff and other cross-trained partner staff at the AJC who can provide information to customers about the programs, services, and activities available through those programs.

The District will conduct a pilot with the Job Corps and Adult Education and Family Literacy Act (AEFLA) programs, to better understand the processes for providing services to customers via "direct linkage."

II. Cost Allocation Methodology and Steps to Reach Consensus

The DC WIC facilitated partner meetings on August 13, 2021, August 23, 2021, and September 14, 2021, and worked with partners to achieve consensus regarding the basis for allocating AJC costs. In the process, DC WIC identified and described several potential bases for cost allocation, and the partners ultimately chose the following methodologies:

Infrastructure Costs

The methodology for infrastructure costs associated with the AJCs is for the DOES/OCFO to identify the square footage of each site and the associated infrastructure costs and allocate them among the partners based on the proportion of each co-located partners' staff hours worked on site at the AJC among all hours worked by partner staff at the AJC. The infrastructure costs associated with each AJC location varies. Partners that are accessible via AJC front desk staff and other cross-trained partner staff will be invoiced based on 24 hours for workshop delivery and consultation. The DC WIC has published a policy on its website which details the cost allocation methodology and the guidance used in finalizing this agreement. (DC WIGL-2018-001 [November 16, 2018], https://dcworks.dc.gov/node/1372586).

Additional Costs

- Applicable Career Services: The budget for applicable career services represents the personnel costs of each partner to deliver the career services listed in Attachment B of this MOU. Applicable career services are not allocated

among the partners and will not be invoiced through this resource sharing agreement.

- Other System Costs: There are no other system costs included in this resource sharing agreement.

In the future, alternative allocation bases may be considered and are subject to use if the alternative methodology demonstrates a more equitable or efficient distribution of costs among the partners.

III. Partner Costs

Based on the agreed upon infrastructure cost sharing methodology, it is estimated that DDS will contribute $143,899.94 in cash over the duration of this resource sharing agreement to support AJC infrastructure costs. Actual costs will be based on the reconciliation process described below. Failure to comply with the requirements of this agreement may result in corrective action or a penalty.

Based on the agreed upon Career Services cost sharing methodology, this resource sharing agreement recognizes that DDS contributes the staff costs identified in Section VII of this Attachment C for the Career Services described in Attachment B.

IV. Partner Personnel and Data Submission

Partner must submit to the DC WIC, OSO and the DOES/OCFO monthly, and keep current, the following information in order to allocate infrastructure costs:

Personnel Information

- Number of employees reporting to the AJC
- Staff name and title
- AJC Location (name and address)
- Expected number of hours on-site
- Any anticipated or actual changes in staffing or hours

Data

- Actual number of hours on-site
- 485 Report in MS Excel (Government Entities only)
- PeopleSoft Query (Preferred if applicable)

The data must be signed by an authorized official from the Partner's finance team or executive staff prior to submission.

V. Cost Reconciliation and Billing

The DOES/OCFO will determine each partner's costs based on actual hours worked at the

AJC sites as a portion of the total hours worked at the site each month and actual infrastructure costs each month and prepare an invoice for each partner quarterly . Partner understands that the timeliness of the preparation and submission of invoices is contingent upon the timeliness of each partner providing the necessary cost information.

Upon receipt of the invoice, Partner shall review and submit payment no later than fifteen (15) days. Any disputes regarding the invoice shall be communicated in writing. The DOES/OCFO will review the dispute and respond within ten (10) days of receipt. Any unresolved disputes should be directed to the DC WIC.

VI. Method of Payment

All District of Columbia government partners must use Intra-District transfers to fund their portion of the IFA costs. The use of Intra-District Advances or Reimbursements is to be determined. All non-government partners must reimburse quarterly via ACH or Check. Non-District government partners must advance their total contribution prior to quarterly invoicing to ensure reimbursement to DOES programs that frontload.

VII. Fiscal Agent Role/Responsibility

- DOES will serve as the fiscal agent for this MOU
- Provide the estimated fixed cost budget for the American Job Center
- Create unique codes in the financial system to track expenditures/revenue for the partners
- Bill partners at least quarterly
- Reconcile expenditures/revenue at least quarterly

VIII. Systems Budget and Allocated Costs Tables

FY22- IFA & SHARED SYSTEMS ALLOCATION COSTS PER REQUIRED PROGRAM

DC Agency	Partner Program		Electricity	Water	Telecoms	Rental Land Structures (Backup)****	Security	Occupancy	Sustainable Energy	Gas	Shared System Costs*	Grand Total
	FY22 Budget for AJC		$ 100,757.60	$ 26,003.22	$ 213,558.23	$ 231,291.00	$ 281,268.36	$ 266,201.08	$ 6,675.93	$ 3,699.62	$ 551,001.52	$ 1,678,456.56
DOES		Total Estimated Annual Hours										
	Wagner-Peyser Act ES	20,841.40	$ 19,857.31	$ 5,079.10	$ 43,498.01	$ 46,849.01	$ 56,669.39	$ 51,934.52	$ 1,291.98	$ 473.09	$ 112,229.20	$ 337,687.54
	Unemployment Insurance Compensation Programs	16,430.00	$ 18,953.03	$ 4,991.86	$ 34,459.15	$ 24,299.84	$ 44,925.70	$ 50,079.10	$ 1,270.96	$ 369.64	$ 88,908.04	$ 268,109.31
	WIOA -Dislocated Worker	36,111.36	$ 19,283.93	$ 4,950.93	$ 34,180.34	$ 22,419.57	$ 44,525.78	$ 50,663.86	$ 1,235.62	$ 374.22	$ 88,186.68	$ 265,742.91
	RESEA	12,632.12	$ 9,935.76	$ 1,015.73	$ 25,782.83	$ 69,313.73	$ 34,944.67	$ 10,398.25	$ 307.27	$ -	$ 66,922.28	$ 208,270.52
	WIOA - Adult	20,596.88	$ 13,124.92	$ 3,397.24	$ 22,248.83	$ 32,608.61	$ 29,067.81	$ 34,675.98	$ 886.45	$ 225.85	$ 57,434.20	$ 273,609.97
	JVSG programs (VETS)	5,248.00	$ 6,392.89	$ 1,572.44	$ 10,843.97	$ 10,316.69	$ 14,987.33	$ 16,297.39	$ 475.69	$ -	$ 27,978.52	$ 88,074.92
	SCSEP	2,080.00	$ -	$ -	$ 4,209.88	$ 13,148.72	$ 5,705.85	$ -	$ -	$ -	$ 32,861.91	$ 58,926.91
	WIOA- Youth	1,858.00	$ 3,041.62	$ 785.02	$ 3,764.69	$ -	$ 5,102.45	$ 8,056.46	$ 237.48	$ -	$ 9,711.76	$ 30,698.18
DOES Program Totals		85,785.96	$ 83,991.84	$ 21,676.52	$ 178,987.89	$ 195,056.17	$ 235,638.98	$ 221,905.57	$ 5,545.42	$ 1,444.84	$ 461,808.09	$ 1,408,052.76
DDS ***	Title IV	8,840.00	$ 9,726.36	$ 2,510.15	$ 18,717.60	$ 19,975.11	$ 24,149.78	$ 25,686.99	$ 583.89	$ 253.38	$ 48,295.28	$ 148,898.84
DHS ***	TANF	2,210.00	$ 2,215.03	$ 571.65	$ 4,530.62	$ 5,588.20	$ 6,243.56	$ 5,852.11	$ 172.95	$ -	$ 11,699.85	$ 36,768.34
DHS ***	SNAP	1,326.00	$ 1,490.63	$ 384.70	$ 2,739.47	$ 2,768.12	$ 3,712.94	$ 3,938.25	$ 116.38	$ -	$ 7,068.12	$ 22,244.59
DHS ***	CSBG	2,210.00	$ 724.40	$ 188.95	$ 4,474.94	$ 11,176.41	$ 6,065.10	$ 1,913.86	$ 56.58	$ -	$ 11,545.80	$ 36,144.03
OSSE ***	Title II	624.00	$ 1,032.68	$ 261.93	$ 1,265.71	$ -	$ 1,735.48	$ 2,701.91	$ 79.84	$ -	$ 1,295.67	$ 10,315.23
UDC (OSSE provides grant-long funding only)	Perkins	832.00	$ 681.78	$ 175.95	$ 1,685.78	$ 2,629.74	$ 2,284.63	$ 1,851.28	$ 51.29	$ -	$ 4,349.49	$ 13,662.09
Job Corp	Potomac Job Corp	520.00	$ 852.23	$ 219.94	$ 1,054.78	$ -	$ 1,429.57	$ 2,251.60	$ 66.54	$ -	$ 2,721.39	$ 8,596.02
DCHA **	HUD Programs	24.00	$ 26.41	$ 6.81	$ 50.82	$ 37.93	$ 65.57	$ 69.77	$ 1.58	$ 0.89	$ 131.11	$ 390.68
National Caucus on Black Aging**	SCSEP	24.00	$ 26.41	$ 6.81	$ 50.82	$ 37.93	$ 65.57	$ 69.77	$ 1.58	$ 0.89	$ 131.11	$ 390.68
External IFA Partner Totals		18,610.00	$ 18,765.99	$ 4,926.90	$ 34,570.34	$ 98,254.83	$ 45,628.38	$ 44,388.52	$ 1,130.52	$ 254.76	$ 88,195.43	$ 272,601.80
	GRAND TOTALS	104,395	$ 100,757.60	$ 26,003.22	$ 213,558.23	$ 231,291.00	$ 281,268.36	$ 266,201.08	$ 6,675.93	$ 1,699.62	$ 551,001.52	$ 1,678,456.56

*	Shared System Contribution costs include DC Networks
**	IFA Partner operates a non-collocated program from the AJC.
***	These are DC government agencies that advance their total contribution prior to invoicing to ensure reimbursements to DOES programs that frontload costs throughout the year
****	Rent charges are only allocated to IFA Partner Programs with a presence in the Backup AJC

FY21 CONSOLIDATED SYSTEM BUDGET FOR APPLICABLE CAREERS SERVICES

Basic Career Services	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
TI Program Eligibility	✓	✓			✓	✓					✓			✓			✓		✓	
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓		✓	✓		✓			✓			✓	✓	✓	
Initial Assessment	✓	✓		✓	✓	✓		✓			✓			✓			✓	✓	✓	
Labor Exch/Job Search	✓	✓		✓	✓	✓		✓			✓			✓		✓	✓	✓	✓	
Referrals to Partners	✓	✓		✓	✓	✓		✓	✓		✓			✓		✓	✓	✓	✓	
LMI	✓	✓			✓	✓		✓			✓			✓			✓	✓	✓	
Performance/Cost Info	✓	✓			✓	✓		✓						✓					✓	
Support Service Info	✓	✓	✓	✓	✓	✓		✓	✓		✓			✓		✓	✓	✓	✓	
UI Info/Assistance	✓	✓			✓									✓	✓	✓			✓	
Financial Aid Info	✓	✓		✓	✓	✓		✓			✓			✓			✓		✓	

Individual Career Services	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
Comp Assessment	✓	✓		✓		✓		✓	✓		✓			✓			✓		✓	
IEP	✓	✓		✓				✓			✓			✓			✓		✓	
Career Plan/Counsel	✓	✓		✓		✓		✓			✓			✓			✓		✓	
Short Term Prevoc	✓	✓		✓		✓		✓	✓					✓			✓			
Internship/Work Experience	✓	✓		✓		✓		✓			✓			✓			✓	✓	✓	
Out-of-Area Job Search	✓	✓				✓		✓			✓						✓			
Financial Literacy	✓	✓		✓		✓		✓			✓			✓			✓			
ITA/EA	✓	✓		✓				✓						✓			✓		✓	
Workforce Preparation	✓	✓		✓		✓		✓	✓		✓			✓			✓	✓		

Required Consolidated Budget	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
	$2,325,456.72	$3,859,207.36	$1,951,158	$1,200,000	$2,228,183.54	$682,790	$300,000	$120,000	$9,851	$0	$1,300	$0	$3	$19,750	$642,500.00	$771,319	$508,770.28	$174,195	$1,345,251.30	$

Consolidated budget total of career services delivered through the One-Stop system for FY21: $13,904,384.70

AJC[1] PARTNER AGENCY SERVICES SCHEDULE – 2022

Partner Agency	Center Location(s)	Number of FTEs	Method	Days	Hours on Site	Hours per day per FTE
DDS	HQ, NE, NW, SE	1 person per location	On-site	Monday – Friday	8:30 a.m. – 5:00 p.m.	8.5
DHS - TANF	AJC HQ	1	On-site	Tuesdays and Thursdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Monday and Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NW	1		Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
DHS - SNAP	AJC HQ	1	On-site	Thursdays	8:15 a.m. -4:45 p.m.	8.5
	AJC NE	1		Thursdays	8:15 a.m. - 4:45 p.m.	8.5
	AJC NW	1		Fridays	8:15 a.m. - 4:45 p.m.	8.5
DHS - CSBG	AJC HQ	1	On-site	Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Mondays, Tuesdays, Thursdays and Friday	8:30 a.m. – 5:00 p.m.	8.5
OSSE	AJC HQ	1	Direct Linkage	Tuesdays	1:00 p.m. – 4:00 p.m.	3.0
		1		Wednesdays	9:00 a.m.– 12:00 p.m. and 1:00 p.m. – 4:00 p.m.	6.0
		1		Thursdays	9:00 a.m. – 12:00 p.m.	3.0
Potomac Job Corps	AJC HQ	1	Direct Linkage	Monday - Friday	9:00 a.m. – 11:00 p.m.	2.0
UDC	AJC HQ	1	On-site	Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
	AJC NE	1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0

[1] The American Job Center operation is funded 100% by the Employment and Training Administration of the U.S. Department of Labor as part of an Adult WIOA ($4,211,055), Dislocated Worker WIOA ($10,070,193) and Wagner Peyser ($1,931,319) award totaling $16,212,567.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities ("IDD") (referred to herein as the "IDD HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2OO7," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2OO7 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with IDD through its DDA. DDS/DDA accomplishes these objectives

through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 1900.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of three, one-year option periods for IDD HCBS waiver years 3 (FY 2025) to 5 (FY 2027). Waiver years 2 through 5 run from October 1, 2023, through September 30, 2027, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The

exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $101,159,843.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 subjected 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

<u>Buyer Agency</u>
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

<u>Seller Agency</u>
Melisa Byrd

Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
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Email: melisa.byrd@dc.gov
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XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

March 1, 2024
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

April 19, 2024
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community-Based Services waiver program for Individual and Family Supports ("IFS") (referred to herein as the "IFS HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2OO7," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2OO7 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with intellectual and developmental disabilities ("IDD") through its DDA.

DDS/DDA accomplishes these objectives through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IFS HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 9000.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IFS HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IFS HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IFS HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IFS HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IFS HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one, one-year option period for IFS HCBS waiver years 5 (FY 2025). Waiver years 3 through 5 run from October 1, 2023, through September 30, 2025, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $1,031,750.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IFS HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

<u>Buyer Agency</u>
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

March 1, 2024
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

April 19, 2024
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT ON DISABILITY SERVICES/ REHABILITATION SERVICES ADMINISTRATION AND THE DEPARTMENT OF LICENSING AND CONSUMER PROTECTION FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the Department of Licensing and Consumer Protection ("DLCP " or "Seller") (collectively referred to herein as the "Parties").

This MOU facilitates the transfer of federal formula state grant funds from DDS/RSA to DLCP to provide business licensing services to individuals who are blind or visually impaired. The individuals who will benefit from these services are part of the Randolph Sheppard Vending Facilities Program (RSVFP), which is a vocational rehabilitation program in the DDS/RSA. These funds are issued to DDS/RSA in accordance with Chapter 1, Part B and Chapter 2 of Title VII of the Rehabilitation Act of 1973, as amended. DLCP will work with DDS/RSA to issue business licenses to participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's policies and procedures for issuing business licenses to individuals in the Randolph Sheppard Vending Facilities Program.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.0l(k).

III. OVERVIEW OF PROGRAM GOAL AND OBJECTIVES

RSVFP was established through The Randolph-Sheppard Act of 1936, as amended, and the Rehabilitation Act of 1973 ("the Act"), as amended, which established the Business Enterprise Program (BEP) for persons who are blind or visually impaired. The BEP provides persons who are blind or visually impaired with business entrepreneurship and self-support through the operation of vending facilities on federal, state, and other property. Furthermore, in accordance with 20 U.S.C. § 107 *et seq.* the purpose of RSVFP is to provide persons who are blind or visually impaired with remunerative employment, enlarge the economic opportunities of persons who are blind or visually impaired, and to stimulate persons who are blind or visually impaired to greater efforts in striving to make themselves self-supporting. Persons who are blind or visually impaired are licensed under the provisions of this chapter having been authorized to operate vending facilities (vending machines and kiosks) on any Federal property.

The mission of the Randolph Sheppard Vending Facilities Program (RSVFP) is to help persons who are blind or visually impaired achieve financial independence. This objective is met by providing operational, administrative, and training support to promote business growth and entrepreneurship on federal, District of Columbia, and other properties.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the Parties' shared goals to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. **DDS/RSA Responsibilities**

DDS/RSA shall:

1. Budget for all services requested in this MOU.
2. Within ten (10) business days after this MOU is fully executed, the Buyer shall create a Interagency Project and fund it through an award in the amount of $25,000.00, as set forth in Section VI.A of this MOU, to cover the cost of business licenses for individuals who are in the Randolph Sheppard Vending Facilities Program.
3. During the requested days and times, DDS/RSA managers will perform due diligence monitoring the licensees to ensure that all the requirements of DLCP are maintained.

B. **DLCP Responsibilities:**

1. Within the limits of the provided funding, provide vending licenses to individuals identified by DDS/RSA as participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's vending license policies and procedures.
2. Verify and issue business licenses to individuals who complete the business licensing process with DLCP and follow all policies and guidance related to this process.
3. Provide copies of invoices for the services provided under this MOU to the Point of Contact (POC) identified in Section XII.

V. DURATION OF MOU

A. The period of this MOU shall be from the date of the last signature through September 30, 2024, unless terminated pursuant to Section XI of this MOU.

B. The Parties may extend the period of this MOU by exercising a maximum of four, one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DLCP shall provide DDS/RSA with written notice of its intent to exercise an option period at least thirty (30) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer for business licenses issued to participants in the Randolph Sheppard Vending Facilities Program provided under this MOU shall not exceed $25,000.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer's and Seller's good faith estimate of the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

1. Within ten (10) business days after this MOU is fully executed, the Buyer 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 to directly charge the Project for the costs the Seller incurs in providing goods and/or services under this MOU.

2. The Seller shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU not to exceed $25,000.00.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, are and shall remain subject to the provisions of the following laws: (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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

The terms and conditions of this MOU may be modified only upon prior written agreement by 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 will be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

A. The Parties 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. The Parties 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 sixty (60) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, DLCP and DDS/RSA shall reconcile any amounts due to the DDS/RSA under this MOU. DLCP shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until DLCP has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DLCP.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DDS/RSA:
Darryl Evans
Deputy Director, Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW

Washington, DC 20024
Telephone: (202) 442-8490
Darryl.Evans@dc.gov

DLCP:
Harriet Broadie
Deputy Administrator, Business Licensing Administration Department of Licensing and Consumer Protection 1100 4th Street, SW Washington, DC 20024
Telephone: (202) 442-4400
Harriet.Broadie@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the DLCP Deputy Administrator and the DDS Deputy Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DLCP and DDS or their designees for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and the Parties' policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese
Director
Department on Disabilities Services

December 12, 2023
Date

Darryl Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

12/12/2023
Date

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION

Tiffany Crowe
Director

12/11/2023
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES/REHABILITATION SERVICES ADMINISTRATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the *Department on Disability Services/Rehabilitation Services Administration* ("DDS/RSA" or "Buyer Agency") and the *District of Columbia Public Schools* ("DCPS" 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".

As a Local Educational Agency ("LEA") in the District of Columbia, DCPS is required by the Individuals with Disabilities Education Act of 2004 ("IDEA") and the District of Columbia Municipal Regulations ("DCMR") to prepare students with disabilities for postsecondary education, vocational education, integrated or supported employment, continuing or adult education, adult services, independent living, and community participation upon completion of their DCPS education. Each student with a disability must have a transition plan in place as part of the Individualized Education Program ("IEP") no later than the age of 14 that outlines appropriate measurable postsecondary goals based upon age-appropriate transition assessments, related to training, education, employment, and, where appropriate, independent living skills, as well as the transition services and interagency responsibilities to assist the student in reaching these goals. 20 U.S.C. § 1414(d)(1)(A)(i)(VIII); 5-A DCMR § 3026.1

Transition services, as defined by the IDEA and the Rehabilitation Act of 1973, as amended, are a coordinated set of activities designed to facilitate a student's movement from school to post school activities and are based on the individual student's needs, strengths, preferences, and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation. 20 U.S.C. § 1401 (34); 34 C.F.R. 361.5(c)(55). DDS/RSA is the agency responsible for providing comprehensive vocational and independent living services to persons with disabilities to promote their opportunities for employment, economic self-sufficiency, and independence under D.C. Official Code § 32-331. DDS/RSA works collaboratively with DCPS to provide transition services to students ages 14 through 22 to ensure an uninterrupted plan of services for students from the secondary education environment to postsecondary employment, training, and placement.

The Workforce Innovation and Opportunity Act ("WIOA") (Pub. L. 113-128, 128 Stat. 1425), which is codified generally at 29 U.S.C. § 3101, *et seq.*), enacted on July 22, 2014, further expanded the responsibility of DDS/RSA for the obligation of transition services to include the provision of Pre-Employment Transition Services ("Pre-ETS") to students with disabilities, which includes any age-eligible student with an IEP or 504 plan, enrolled in an educational program, who may need such services. Students who complete and submit the following: 1. DCPS Authorization to Release Records and 2. Either a Pre-ETS consent form OR Vocational Rehabilitation "VR" referral form are herein referred to as "known to DDS/RSA". Pre-ETS includes the provision of the following five required services to students ages 14-22 with disabilities:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA under this MOU may provide Pre-ETS coordination to all DCPS students known to DDS/RSA, including coordination and arranging of the required five Pre-ETS. Additionally, Pre-ETS coordination activities will be provided in conjunction with the five required Pre-ETS services. DDS/RSA is able to fund the following Pre-ETS coordination services in order to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA:

- Attending IEP meetings for students with disabilities, when invited.
- Working with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships. For example, DDS/RSA staff time spent developing Summer Youth Employment ("SYEP") opportunities, DDS/RSA internships for public charter school students, and work experience programming with the Department of Employment Services, and other

partners, including DDS/RSA providers, District of Columbia agencies and other entities may be charged to the funds reserved for the provision of Pre-ETS.

- Working with schools, including those carrying out activities under section 614(d) of the IDEA, to coordinate and ensure the provision of Pre-ETS in the manner described in Sections IV(A)(5) and IV(A)(6).
- When invited, attending person-centered planning meetings for individuals receiving services under Title XIX of the Social Security Act (42 U.S.C. § 1396 *et seq*.).

The goal of providing Pre-ETS is to improve postsecondary outcomes for students with disabilities, including increasing the number of students who participate in employment, training, or postsecondary education following exit from secondary education.

After the five (5) required services (see bullets above) have been made available to all Pre-ETS eligible students in need of such services and DDS/RSA determines funds remain, DCPS is authorized to fund the services in the nine (9) bullet points below. In accordance with Title IV of WIOA, the services listed below are designed to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA, from school to postsecondary education or employment:

- Implementing effective strategies to increase the likelihood of independent living and inclusion in communities and competitive integrated workplaces,
- Developing and improving strategies for individuals with intellectual disabilities and individuals with significant disabilities to live independently; participate in postsecondary education experiences; and obtain, advance in, and retain competitive integrated employment,
- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities
- Disseminating information about innovative, effective, and efficient approaches to achieve the goals of this section;
- Coordinating activities with transition services provided by local educational agencies under the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq*.)
- Applying evidence-based findings to improve policy, procedure, practice, and the preparation of personnel, to better achieve the goals of this section;
- Developing model transition demonstration projects
- Establishing or supporting multistate or regional partnerships involving States, local educational agencies, designated State units, developmental disability agencies, private businesses, or other participants to achieve the goals of this section;

- Disseminating information and strategies to improve the transition to postsecondary activities of individuals who are members of traditionally unserved and underserved populations.

Once DDS/RSA has determined availability of reserved funds for authorized activities, DDS/RSA will notify DCPS that it is allowed to provide the nine authorized activities. If DCPS completes any of the above nine authorized activities, they must include documentation and reporting requirements specific to those activities. If these funded positions spend any time carrying out those activities, the time spent on the activities should be recorded on the personnel activity reports submitted monthly to DDS/RSA, for DDS/RSA to differentiate and approve the time charged that was for one or more of the required, coordination, or authorized activities.

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 (DCPS)

DCPS shall employ three (3) Workforce Development Coordinators with funding provided by DDS/RSA through this MOU. Coordinators will identify and inform DCPS students with disabilities of Pre-ETS offered by DDS/RSA; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA to coordinate and ensure the provision of Pre-ETS services.

1. DCPS will inform students with disabilities of the VR services that are available to foster an informed decision. The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA through this MOU coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent and review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA.
2. DCPS will provide student level data and documentation of a disability to demonstrate students' potentially eligible status for VR or Pre- ETS.
3. Upon DDS/RSA review and approval of documentation and services needed prior to service delivery, coordinate with the VR specialists to ensure service delivery.

Once the three criteria listed above are met (see A1-A3 above), then the following functions can be performed:

a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling and paid employment opportunities for students.
b. Monitor students' progress in work-based learning experiences

arranged through the Workforce Development Coordinator.

c. Provide counseling to students and their families on opportunities for enrollment in comprehensive vocational training programs or post-secondary educational programs at institutions of higher education.
d. Provide workplace readiness training.
e. Develop self-advocacy skills and independent living.
f. Work with teachers to align students' transition goals to situational job sampling activities and assist teachers with finding situational job sampling opportunities for students.
g. Coordinate among DDS/RSA VR Specialists and the school's IEP team to align IEP transition goals with Individualized Plan for Employment (IPE) employment goals.
h. Review individual student IEP transition plans for the incorporation of Pre-ETS required activities.

3. DCPS Transition staff will coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent. The DCPS Transition staff review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA. DCPS shall provide work readiness training sessions to eligible and potentially eligible students with disabilities, referred to as known to DDS/RSA. The process for reporting each student who has received work readiness training sessions is outlined in Section IV(B)1 (DDS/RSA responsibilities). Roles within DCPS funded by DDS/RSA under this MOU will work in collaboration with DDS/RSA VR Specialists, in consultation with Supervisory VR Specialists and the DDS/RSA Transition Project Manager, to design monthly Pre-ETS training sessions. The training sessions, co-facilitated by both DDS/RSA VR Specialists and DCPS positions funded under this MOU, will be offered at DCPS school sites serving enrolled transition-age students with an IEP or 504 plan.

a. Anacostia High School
b. Ballou High School
c. Ballou STAY
d. Bard Early College High School
e. Cardozo High School
f. Columbia Heights Education Campus
g. Coolidge High School
h. Dunbar High School
i. Eastern High School
j. Jackson Reed High School
k. Luke C. Moore
l. MacArthur High School
m. River Terrace Education Campus
n. Ron Brown High School
o. Roosevelt High School

p. Roosevelt STAY
q. Woodson, H.D. High School

4. DCPS shall provide work readiness training in the following areas:
    a. Communication
    b. Positive Attitudes
    c. Teamwork
    d. Problem Solving
    e. Talking/Writing
    f. Cooperation
    g. Active Listening
    h. Decision Making
    i. Conflict Resolution
    j. Reading Body Language
    k. Empathy
    l. Professionalism
    m. Supporting others
    n. Respect for co-workers
    o. Appropriate Hygiene in the work environment
    p. Appropriate Dress in the work environment
    q. Appropriate Behavior in the work environment
    r. Time Management
    s. Healthy Lifestyle
    t. Using a Cell Phone
    u. Using Transportation
    v. Money Management
    w. Using Technology
    x. Accessing Community Services and Supports
    y. Community Safety
    z. Civic Responsibility

5. DCPS shall employ one (1) Job Placement Specialist funded by DDS/RSA through this MOU. The Job Placement Specialist will work with Workforce Development Coordinators and the DDS/RSA Employment Coordinator to coordinate Pre-ETS by identifying and informing any DCPS students with disabilities of service offerings; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DCPS will provide student level data, personnel activity reports referenced in this section, and documentation of a disability to demonstrate students potentially eligible status for VR or Pre-ETS. After students elect to receive DDS/RSA services by submitting a VR Referral or Pre-ETS consent form, and

DDS/RSA approves such services, the Job Placement Specialist will provide Pre-ETS services referenced in Section I. In addition to providing such Pre-ETS services, the Job Placement Specialist may also provide the following Job Placement Activities, provided they do not spend more than 25% of their time on such activities and spend at least 75% of their time on the coordination and delivery of Pre-ETS:

a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling, and paid employment opportunities for students.
b. Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment, and other employment opportunities available throughout the school year, and apprenticeships.
c. Research data about industries, companies, labor market statistics, and employment trends.
d. Transfer research findings into meaningful information that can assist the VR specialist to facilitate the employment of specific individuals who are ready for job placement.
e. Provide services to employers such as teaching them the benefits of hiring people with disabilities.
f. Perform job analysis to determine job requirements.
g. Work with employer supervisors to educate them on how to identify the needs of students who require auxiliary aids, services, or other accommodations while on the job.
h. Consult with the personnel or human resource department about hiring practices.
i. Review IEP transition plans with students to ensure alignments with the employment goal on their IPE, which is supported by the student's interests and abilities.
j. Instruct students in motivational training, job seeking skills, and job retention skills, as well as any other topics beneficial to the students needs.
k. Form and coordinate effective advisory groups to support students in the program.
l. Ensure accurate record keeping including student demographics, case files, and referrals.
m. Maintain an active employer contact database.
n. Match employer needs to student skills.
o. Maximize the number of students who achieve competitive integrated full-time employment through participation in Pre-ETS.
p. Maximize the number of students who achieve competitive integrated part-time employment through participation in Pre-ETS.

q. Maximize wages for those placed in competitive integrated employment through participation in Pre-ETS.
r. Attend and participate in meetings, staff development sessions, and in-service training as assigned.

6. Workforce Development Coordinators will attribute 100% of their time to the coordination and provision of Pre-ETS required activities. Only students known to DDS/RSA may receive Pre-ETS. DDS/RSA will review all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If time is spent outside of Pre-ETS delivery or coordination, DDS/RSA will flag this time for DCPS to review and determine if time should be charged to DCPS as opposed to the VR agency. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. To demonstrate that the individuals served meet the definition of a student with a disability, DCPS must provide documentation of a disability to DDS/RSA or DCPS shall not charge time against this MOU.
7. DCPS shall only assign the Workforce Development Coordinators and Job Placement Specialist tasks or duties that are in direct support of, Pre-ETS required activities. However, there is an exception for the 25% of the Job Placement Specialist's time dedicated to VR activities, as outlined in Section III.B.4 above. Workforce Development Coordinators and Job Placement Specialist Pre-ETS tasks or duties shall include the activities listed in sections 113(b) and 113(c)(1)(3)(9) of WIOA, and the coordination of transition activities as defined by IDEA.
8. DDS/RSA requires monthly submission of each of these funded positions' time reporting activities including, direct Pre-ETS and coordination activities. DDS/RSA requires DCPS to submit student level data, to include supporting documentation of disability, for all students known to DDS/RSA. DCPS is required to submit monthly documentation of each of these activities to the RSA Transition Program Manager and RSA Transition Project Manager to ensure that no funds are being expended outside of the Pre-ETS delivery and/or Pre-ETS coordination of services. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DDS/RSA reviews and approves documentation and services needed prior to service delivery. Upon submission of these monthly activities, DDS/RSA will review to ensure that all reported activities are aligned with direct or coordinated provision of Pre-

ETS. Should the United States Department of Education ("ED") require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to the ED in a manner consistent with applicable law and regulations.

B. RESPONSIBILITIES OF BUYER AGENCY (DDS/RSA)

1. DDS/RSA will transfer funds to DCPS to allow DCPS to hire and/or employ up to three (3) Grade 13 Workforce Development Coordinators with training in secondary special education and/or transition. DDS/RSA will continue to provide full funding for the three Workforce Development Coordinators at their annual salary and fringe benefits rate, so long as there is sufficient documentation to demonstrate that their time spent benefits the VR program and carries out VR services described in this agreement. The DDS/RSA cost for a full program year for FY24, for the employment of the Workforce Development Coordinators is not to exceed, Three Hundred Eight Thousand, Nine Hundred Eighteen Dollars and Sixty-Three Cents ($308,918.63). The responsibilities of the Workforce Development Coordinators are described above in Section IV(A)(1). The purpose of the funded positions is required Pre-ETS and coordination activities, to include identifying and informing any DCPS student with disabilities about Pre-ETS offerings. Additionally, these positions provide the required five Pre-ETS to students with disabilities once authorized/approved by DDS/RSA, who are either potentially eligible (Pre-ETS consented) or eligible VR recipients, for the benefit of the VR program.
2. DDS/RSA will transfer funds to DCPS to hire and/or employ up to one (1) Grade 14 Job Placement Specialist with job placement training and/or experience to facilitate paid work experiences for students with disabilities who want to participate in Pre-ETS. The DDS/RSA cost for a full program year for FY24 is not to exceed amount of One Hundred Twenty-One Thousand, Six Hundred and Ninety Dollars, and Fifty-Four ($ 121,690.54). The responsibilities of the Job Placement Specialist are described below in Section II(B)(4).
3. DDS/RSA will maintain responsibility for the Workforce Development Coordinator and Job Placement Specialist positions and the funding that supports them. This includes establishing the roles, responsibilities, and requirements for the Workforce Development Coordinators and Job Placement Specialist positions. These criteria include, but are not limited to, a description of duties, minimum qualifications required for the position, and opportunity for the applicant to provide examples of specialized experience pertinent to the position. DDS/RSA will work collaboratively with DCPS to fill these positions and set the educational requirements for each role. DDS/RSA will participate in the hiring process and a representative from DDS/RSA will be present on the interview panel. DDS/RSA will contribute to the final selection for any positions hired via this MOU.

4. DDS/RSA will review monthly, all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If DDS/RSA finds that reporting time for Pre-ETS delivery or coordination was not consistent with the provision of Pre-ETS, DDS/RSA will initiate an audit of staff's time to review and ensure that funds are being expended for the sole benefit of eligible or potentially eligible students with disabilities and/or VR recipients. Should DDS/RSA find that funds were expended not in accordance with 34 C.F.R. § 361.13(c)(1)(iv), DDS/RSA will initiate reclamation of the expended funds from DCPS. If a dispute arises regarding the reclamation of funds, DDS/RSA will raise a dispute as outlined in Section XIII of this MOU titled: "Resolution of Disputes."
5. DDS/RSA will maintain non-delegable functions and retain sole responsibility for the allocation and expenditure of VR funds. Specifically, DDS/RSA will retain the sole responsibility for all decisions affecting eligibility for VR services, the nature and scope of available services, and the provision of these services (34 C.F.R. § 361.13(c)(1)(i)), as well as the allocation and expenditure of VR funds (34 C.F.R. § 361.13(c)(1)(iv)).
6. DDS/RSA will only pay the cost of DCPS staff members providing coordination and delivery of Pre-ETS in accordance with this MOU (2 C.F.R. § 200.303(a)). The exception to this is the job placement specialist position which has 25% of its position devoted to VR activities.
7. DDS/RSA will collaborate with DCPS to execute a minimum of six (6) site visits annually to verify that staff funded through DDS/RSA are delivering the required activities for Pre-ETS and job placements. If DCPS is found to be out of compliance with the expectations outlined in the MOU for staff, written notification including proposed action, will be delivered to the DCPS POC within five (5) business days. DDS/RSA requires DCPS to submit monthly student level data, personnel activity reports, and supporting documentation of a disability for students known to DDS/RSA. No services are to be provided for students who have not been referred to or provided a Pre-ETS consent.
8. Through PeopleSoft, DDS/RSA shall track and verify the approved time Workforce Development Coordinators and Job Placement Specialists spend providing the services pursuant to this agreement and the tasks/duties set forth in their respective job descriptions. All DDS/RSA funded positions must track the data of all students served to demonstrate the time spent in coordination efforts, identifying and informing DCPS students with disabilities about service offerings; or Pre-ETS provision, with Pre-ETS provision solely benefiting potentially eligible (Pre- ETS consented) or eligible VR recipients. Additionally, DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations (excluding school sites, unless prior approval is granted) to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:

a. DCPS' achievement of standards outlined within the MOU for delivery of Pre-ETS and job placements related to work-based learning experiences;
b. DCPS' overall program effectiveness and efficiency of delivery of Pre-ETS and job placements; and
c. Consumer satisfaction survey results of the DCPS' service delivery.

9. Concurrently with the five required Pre-ETS services being provided to all students with disabilities know to DDS/RSA, DDS/RSA may fund the following coordination activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:
    a. Attending Individualized Education Program (IEP) meetings for students with disabilities when invited along with the VR specialist. For example, time spent by the VR specialist discussing one or more of the required activities with a student with a disability during their IEP meeting, may be charged to the funds reserved for the provision of Pre-ETS.
    b. Developing work opportunities for students with disabilities with local workforce development boards, one-stop centers, and employers, including internships, summer employment, and other employment opportunities
    c. Working with schools to coordinate and ensure the provision of Pre-ETS. For example, DDS/RSA staff time spent on the coordination and provision of Pre-ETS with local educational agencies may be charged to the funds reserved for the provision of Pre-ETS.
    d. When invited, attend person centered planning meetings for students receiving services under Title XIX of the Social Security Act (Medicaid).
    e. For example, time spent by DDS/RSA staff attending person-centered planning meetings that focus on Pre-ETS may be charged to the funds reserved for the provision of Pre-ETS.

C. JOINT RESPONSIBILITIES OF BUYER (DDS/RSA) and SELLER AGENCY (DCPS)

1. A DDS/RSA Supervisor will participate on interview panels for the hiring of the RSA-funded Workforce Development Coordinator and the Job Placement Specialist positions. Participation is defined as proposing performance tasks, evaluating performance tasks, and participating in a panel interview. The final hiring decision will have coordinated authority between the DCPS designee and the DDS/RSA designee. The DDS/RSA Supervisor will provide feedback to assist with the identification of the most qualified candidate to fill the position in collaboration with the DCPS hiring manager. DDS/RSA will strongly weigh the feedback from DCPS in

the hiring process and will provide justification in writing to DCPS if a disagreement arises.

2. The Parties shall work together to obtain signed, written consent valid under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and IDEA Part B (20 U.S.C. § 1400; 34 C.F.R. Part 300) from the affected parent or adult student prior to DCPS disclosing any personally identifiable information ("PII") from any student's education record to DDS/RSA, in accordance with Section IV of this MOU. For DDS/RSA to maintain administrative controls over this MOU, DDS/RSA must be able to verify that students first meet the definition of a student with a disability and need the services before they are provided. This means DCPS must submit consent for Pre-ETS and documentation of the student's disability or a VR referral to DDS/RSA. Student PII to be shared by DCPS with DDS/RSA upon consent shall include:
    a. Full Name (First & Last)
    b. Date of Birth
    c. Unique Identifier (USI Number)
    d. Race (if available)
    e. Ethnicity (if available)
    f. Disability Status (IEP or 504 Plan)
    g. Start date of Pre-ETS services
    h. Type of Pre-ETS service(s) provided.

    Students may elect to submit social security number, race, and ethnicity data directly to DDS-RSA via the Pre-ETS consent form or VR referral form.
3. The Parties shall track the number of students in work-based learning experiences and identify those who are ready to:
    a. move to an additional school-based training program.
    b. be competitively employed in an integrated setting;
    c. move to a postsecondary training program after exit from school; or
    d. move to a postsecondary education program prior to competitive integrated employment.
4. The DDS/RSA VR Supervisors will meet monthly with the DCPS Job Placement Specialist, DCPS Workforce Development Program Manager, and DCPS Secondary Transition Director to ensure coordination of services, at DCPS schools.
5. The Parties will work jointly to deliver pre-ETS to all eligible students with disabilities aged 14-22 enrolled in DCPS, known to DDS/RSA.
6. The Parties will work jointly to ensure reporting of Student level data is completed.

a. DCPS shall report Student level data to DDS/RSA on all students known to DDS/RSA.
b. DDS/RSA reports students served within the District using the following process:
   i. DCPS, as the provider of Pre-ETS, is responsible for identifying and reporting student level data including full name, age, date of birth, school name and which of the required activities are provided, per student.
   ii. The VR counselor will document Pre-ETS sessions provided monthly by documenting the participating student's information and Pre-ETS service provided on the Pre-ETS Spreadsheet. The VR counselor shall follow the steps provided on the Pre-ETS Spreadsheet data entry guide.
   iii. The DDS/RSA case information form is an electronic form completed by VR staff to document the provision of Pre-ETS in the Case Management System (CMS) for students who have completed a Pre-ETS consent form.
   iv. To document Pre-ETS that have been delivered in-house or externally the VR counselor shall follow the steps provided on the Pre-ETS Case Information Form Process Guide.
   v. Case notes are used to document the provision of Pre-ETS within the student's case record for students who have completed a Pre-ETS consent form.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of *two (2)* of *one-year* option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency (DDS/RSA) shall provide Seller Agency (DCPS) with written notice of its intent to exercise an option period at least *thirty (30) days* before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency (DDS/RSA) for the goods and/or services provided under this MOU shall not exceed $430,609.17 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer (DDS/RSA) and Seller Agency's (DCPS) estimate of the actual cost of the goods and/or services that will be provided under this MOU. The total and actual cost of salary and fringe benefits for one Job Placement Specialist under this MOU shall not exceed $121,690.54 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

1. The total and actual cost of salary and fringe benefits for three (3) Workforce Development Coordinators under this MOU shall not exceed $308,918.63 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

Position Title	Grade	Cost FY24
Coordinator (1)	13	$ 108,665.70
Coordinator (2)	13	$ 97,280.86
Coordinator (3)	13	$ 102,972.07
Specialist	14	$121,690.54
Total		**Total $ 430,609.17**

2. The total and actual cost for all goods and services under this MOU shall not exceed $430,609.17 for fiscal year 2024.
3. The Parties may revise the type of services covered by this MOU by executing a modification agreement any time prior to the expiration of the term of this MOU; provided, however, any modification agreement resulting in an increase in the total cost of goods and services under this MOU is subject to the availability of funds.
4. Should the cost for goods and services be less than the estimated costs, DCPS will return the excess funds to DDS/RSA.
5. In the event of termination of the MOU, payment to DCPS shall be held in abeyance until all required fiscal reconciliations, but not longer than September 30, 2024.
6. DDS/RSA cannot transfer fiscal year 2024 funds until the beginning of fiscal year 2024.

B. PAYMENT

1. By October 1, 2023, the Buyer Agency (DDS/RSA) 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 (DCPS) to directly charge the Project

for the costs the Seller Agency (DCPS) incurs in providing goods and/or services under this MOU.

2. The Seller Agency (DCPS) shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge made directly against the Interagency Project via an accounting transaction, the Seller Agency (DCPS) shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency (DCPS) purchases made through PASS, Seller Agency (DCPS) must include the Buyer Agency (DDS/RSA) representative in the approval flow as a "Watcher". This excludes personnel costs documented in Peoplesoft.
4. The Seller Agency (DCPS) is required to inform the Buyer Agency (DDS/RSA) if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee(s).

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 statues 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 (DCPS) will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU. DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information

and reporting of findings related to this MOU. Entry at school sites is permissible only with prior approval.

X. RECORDS AND REPORTS

A. The Buyer Agency (DDS/RSA) and Seller Agency (DCPS) 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 (DDS/RSA) and Seller Agency (DCPS) 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 thirty (30) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the Buyer Agency (DDS/RSA) and Seller Agency (DCPS) shall reconcile any amounts due to the Seller Agency (DCPS) under this MOU. The Buyer Agency (DDS/RSA) shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency (DCPS) 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 (DCPS).

XII. NOTICES

The following individuals are the contact points for each Party:

<u>Buyer Agency (DDS/RSA)</u>
Angela Spinella
Program Manager, Transition
250 E St. SW, Washington, DC 20024
Angela.spinella@dc.gov
202-730-1700

<u>Seller Agency (DCPS)</u>
Ashlie Jones
Director, Postsecondary Transition
1200 First Street, NE, Washington, DC 20002
Ashlie.jones2@k12.dc.gov
202-329-9177

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Angela Spinella at *Department on Disability Services, Rehabilitation Services Administration,* and Ashlie Jones at *District of Columbia Public Schools* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the agency designee of *the Department on Disability Services, Rehabilitation Services Administration,* and the *District of Columbia Public Schools* for resolution. In the event the parties cannot resolve a dispute, the matter shall be referred to the City Administrator. The decision of the City Administrator related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems within the District's Office of the Chief Financial Officer.

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, including, but not limited to, FERPA, a federal law that protects the privacy of student educational records. Information sent by DCPS to DDS/RSA in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

In order to provide more targeted, individualized post-secondary transition planning, and subsequently allow DCPS to better prepare students for post-secondary employment, education, and independent living, DDS/RSA requires certain PII from the education records of students served under this MOU. To the extent PII is not available, DCPS will provide information to DDS/RSA on the coordination activities so that it can be properly charged for coordination of Pre-ETS as opposed to delivery of Pre-ETS to a specific student. Under the IDEA, parental or adult student consent must be obtained "before personally identifiable information is released to officials of participating agencies providing or paying for transition services…" (34 C.F.R. § 300.622(b)(2)). DDS/RSA will collaborate with DCPS to ensure that the affected parent or adult student provides such consent prior to DCPS releasing any PII on the relevant student to DDS/RSA to assist with that student's transition planning. Should the United States Department of Education ("ED") require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to ED in a manner consistent with applicable law and regulations.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

Department On Disability Services

April 10, 2024

Andrew Reese
Director

Date

4.9.2024

Darryl Evans
Deputy Director, RSA

Date

District of Columbia Public Schools

box SIGN 15Q6WKVW-467RY5LP

Apr 26, 2024

Lewis D. Ferebee, Ed.D.
Chancellor

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES

Andrew Reese, Director
One Independence Square
250 E Street, SW, Washington, DC 20024
202.730.1700 | www.dds.dc.gov

LIFE. YOUR WAY.

May 13, 2024

Chancellor Lewis Ferebee
1200 First Street, NE
Washington, DC 20002

Dear Chancellor Ferebee:

As discussed between our respective staff and pursuant to Section XI of the attached Memorandum of Understanding ("MOU") between the Department on Disability Services/ Rehabilitation Services Administration ("DDS/RSA" or "the Agency") and the District of Columbia Public Schools ("DCPS"), executed on April 26, 2024, this notice serves to terminate the MOU for Fiscal Year ("FY") 2024. The termination will be effective July 31, 2024. DDS/RSA will not be issuing a letter of intent to extend the period of the MOU by exercising its one-year option for FY25, signifying the Agency's intention not to renew the MOU with DCPS. Instead, we plan to integrate the functions of the MOU into DDS/RSA, with a plan to bring these functions in-house at DDS, effective July 28, 2024.

Thank you for your continued dedication and support as we navigate this important transition.

Sincerely,

Darryl Evans

Darryl Evans
Deputy Director
Rehabilitation Services Administration

Andrew Reese
Director

Enclosure: FY 24 DDS_DCPS MOU

DDS FY25 MOUs

Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY25	$447,686	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-25
FY25	$560,641	OCP	AMP	Procurement Reform for FY25	Thomas Morris	Buyer	30-Sep-25
FY25	$100,960,676	DHCF	DDA	IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25
FY25	$641,606	DHCF	DDA	IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25

MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING
AND
DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2025

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of Aging and Community Living ("DACL" or "Buyer Agency") and the Department on Disability Services ("DDS" 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 purpose of this MOU is to clarify the Parties' obligations and commitments regarding the office space and facilities to be provided for DACL's employees at DDS's offices located at 250 E Street, S.W., Washington, D.C. 20024-3208 (the "Facility").

DACL's mission is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

DDS's mission is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities in every neighborhood in the District of Columbia.

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

1. Provide DACL with a total of 9,434 square feet of space, including one (1) office and 43 cubicles in the Facility.
2. Allow DACL use of postage.
3. Permit DACL access to and use of conference rooms, the gym, the roof top, three (3) wellness rooms, three (3) kitchens, and the trash disposals in the Facility.
4. Permit DACL access to and use of copiers and printers in the Facility.

B. RESPONSIBILITIES OF BUYER AGENCY

1. Provide computer hard drives, monitors, telephones, and office equipment and/or supplies for its employees.
2. Identify and share with DDS the names, employee numbers, badge information, and tours of duty of the employees assigned to the Facility.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be retroactively effective to October 1, 2024 (the "effective date") through September 30, 2025, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total Fiscal Year 2025 cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$447,686.00**, i.e., 9,434 square feet multiplied by $47.00 per square foot for the use of office space, and $4,288.00 for the use of postage, copiers and printers. The total cost of the goods and/or services is based on the Buyer and Seller Agencies' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher." This excludes anything other than personnel costs documented in Peoplesoft.

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 statues 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 60 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

Angela Richardson
Chief of Staff
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the above contact points for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DACL and DDS 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:

DEPARTMENT OF AGING AND COMMUNITY LIVING

Charon P.W. Hines

Charon P.W. Hines
Director

12/18/2024
Date

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese

Andrew P. Reese
Director

12/13/2024
Date

MODIFICATION NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2025

This Modification amends the Memorandum of Understanding signed by the Department on Disability Services ("DDS") on November 28, 2022, and by the Office of Contracting and Procurement ("OCP") on November 29, 2022 ("MOU"). DDS and OCP are hereinafter collectively referred to as the "Parties," and they now desire to modify the MOU as follows:

I. **Section IV. DURATION:** Pursuant to Section IV.B, the Parties hereby agree to extend the term of this MOU for one year commencing on October 1, 2024 through September 30, 2025.

II. **Section VI. FUNDING PROVISIONS: Section** VI. is hereby modified as follows:

A. COST OF GOODS AND SERVICES

1. Total cost for goods and services under this MOU shall not exceed $560,641.46 for Fiscal Year 2025.

PERSONNEL SERVICES

Job title(s): One (1) CS-11\2, one (1) CS-12\2, one (1) CS-13\8 and one (1) MSS-15\0 FTEs

Position	Salary	Benefits	Total
CS-11\2	$77,761.59	$17,029.79	$94,791.38
CS-12\2	$96,419.66	$21,115.90	$117,535.56
CS-13\8	$130,717.00	$28,627.02	$159,344.02
MSS-15\0	$155,020.91	$33,949.58	$188,970.49

TOTAL PERSONNEL SERVICES: $560,641.46

2. Funding for goods and services shall not exceed the actual cost of the goods and services.

3. Funding shall be applied only to the costs covered by this MOU.

B. PAYMENT

1. DDS shall advance funds in the above amount through an Intra-District transfer to OCP for the amount specified in Paragraph A (Cost of Goods and Services) within 14 calendar days of the last signature on this Modification.

All other terms and conditions of the MOU shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification to MOU as follows:

DISTRICT DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese

Date: 12/13/24

Andrew P. Reese
Director

OFFICE OF CONTRACTING AND PROCUREMENT

Nancy K. Hapeman/MAS

Date: 12/16/2024

Nancy Hapeman
Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE

(Term: October 1, 2024 – September 30, 2025)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities ("IDD") (referred to herein as the "IDD HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with IDD through its DDA. DDS/DDA accomplishes these objectives

through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 1900.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of two, one-year option periods for IDD HCBS waiver years 4 (FY 2026) and 5 (FY 2027). Waiver years 3 through 5 run from October 1, 2024, through September 30, 2027, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The

exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $100,960,676.30 for Fiscal Year 2025. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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.

The Seller agency will be subjected 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

Buyer Agency
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

10/9/24
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2024 – September 30, 2025)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community-Based Services waiver program for Individual and Family Support ("IFS") (referred to herein as the "IFS HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with intellectual and developmental disabilities ("IDD") through its DDA.

DDS/DDA accomplishes these objectives through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IFS HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 9000.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IFS HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IFS HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IFS HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IFS HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IFS HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five, one-year option periods to the extent of a five-year renewal for IFS HCBS waiver years 1 through 5 (FYs 2026 to 30). Renewed IFS HCBs waiver years 1 through 5 are anticipated to run from October 1, 2025, through September 30, 2030, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The exercise of an option

period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $641,606.00 for Fiscal Year 2025. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IFS HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

Buyer Agency
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

10/9/24

Andrew P. Reese
Director

Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES

AND

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 Department on Disability Services ("DDS" or "Buyer") and the District of Columbia Department of Human Resources "(DCHR" or "Seller"), 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 objective of this MOU is to allow DCHR to provide DDS with executive level learning and development opportunities for DDS's senior-level employees ("Senior-Level Employees") and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the "Executive Leadership Program." The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to DDS in FY2025.

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

In pursuit of the described objectives, DCHR shall:

1. Provide and/or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for Senior-Level Employees; and

2. Upon completion of the Executive Leadership Program, update the records for participating employees to reflect the completed training programs that each employee attended.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, DDS shall:

1. Reimburse DCHR for all costs associated with instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program; and

2. Provide DCHR, or ensure DDS employees provide DCHR, all documentation reasonably necessary to carry out its responsibilities under this MOU.

V. DURATION OF THIS MOU

The period of this MOU shall be from October 17, 2024, through June 25, 2025, unless terminated in accordance with Section XI prior to the expiration.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed thirteen thousand one hundred thirty-one dollars and fifteen cents ($13,131.15) for Fiscal Year 2025. The total cost of the goods and services is determined by multiplying the cost of the learning and development program ($13,131.15) by the number of participants (one) from DDS. Funding for goods and services shall not exceed the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

1. Within ten (10) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly

charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, including 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 statues 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 (30) 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.

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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency
T. Jared Morris
Chief of Staff
District of Columbia Department on Disability Services
250 E Street, SW, 6th Floor
Washington, DC 20024
(202) 730-1548

Seller Agency
Darnnella Adams
Management Analyst & Agency Receiver
Center for Learning & Development
District of Columbia Department of Human Resources
1015 Half Street SE, 9th Floor
Washington, DC 20001
(202) 442-9731

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Chief Learning Officer at DCHR and the Chief of Staff at DDS for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DCHR and DDS 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:

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese
Director

12/13/24
Date

DEPARTMENT OF HUMAN RESOURCES

Charles Hall, Jr.
Director

Date

DDS FY24 MOUs

Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY24	$324,414	CFSA	DDA	Provide care for youth in CFSA care	Winslow Woodland	Seller	30-Sep-24
FY24	$483,782	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-24
FY24	$4,462,743	DHCF	QAPMA	ARPA	Shasta Brown	Seller	30-Sep-24
FY24	$128,958	DACL	RSA	Independent Living Services	Darryl Evans	Buyer	30-Sep-24
FY24	$10,689	DCHR	AMP	To provide suitability & employment screening	Jessica Gray	Buyer	30-Sep-24
FY24	$17,300	DCPL	RSA	Newsline Services	Darryl Evans	Buyer	30-Sep-24
FY24	$550,054	OCP	AMP	Procurement Reform for FY24	Thomas Morris	Buyer	30-Sep-24
FY24	$235,233	DC Workforce Investment Council	RSA	Workforce Innovation and Opportunity Act	Darryl Evans	Buyer	30-Sep-25
FY24	$101,159,843	DHCF	DDA	2nd Year Option - IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-24
FY24	$1,031,750	DHCF	DDA	2nd Year Option - IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-24
FY24	$25,000	DLCP	RSA	RSVFP business licensing services	Darryl Evans	Buyer	30-Sep-24
FY24	$430,609	DCPS	RSA	Pre-ETS	Darryl Evans	Buyer	30-Sep-24

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
CHILD AND FAMILY SERVICES AGENCY
AND
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Child and Family Services Agency ("CFSA" or "Buyer Agency") and the District of Columbia Department on Disability Services ("DDS" 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 Parties are authorized to enter into this MOU consistent with the Department on Disability Services Establishment Act of 2006 (D.C. Law 16-265; D.C. Official Code § 7-761.01 *et seq.*) and the Child and Family Services Agency Establishment Amendment Act of 2000 (D.C. Law 13-277; D.C. Official Code § 4-1303.01a *et seq.*).

The purpose of this MOU is to provide care for [redacted], who was born on March 30, 2004 ("MW"), and [redacted], who was born on July 10, 2004 ("CB"), collectively referred to herein as the "youths". These youths are committed to CFSA, but each youth meets the eligibility requirements for services provided by DDS. This MOU establishes the funding for CFSA to pay to DDS the expected costs for contracting with DDS Medicaid provider agencies that meet the criteria for a Choice Provider status, through the dates of these youths' 21st birthdays respectively on March 30, 2025 (MW), and July 10, 2025 (CB).

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

DDS as the Seller Agency shall:

1. Provide appropriate placement for the youths.

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2. Provide case management services to include, but not be limited to, supported living services, residential habilitation, companion, nutrition services, fitness services, a behavior support plan, service coordination and support for any mental health services for the youths through the use of any provider networks utilized by DDS. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to resources to promote quality outcomes.

3. Except in an emergency situation, provide at least thirty (30) calendar days advance written notice to CFSA prior to moving the youths to a new placement

B. RESPONSIBILITIES OF BUYER AGENCY

CFSA as the Buyer Agency shall:

1. Make timely monthly payments to DDS at a daily rate of $591.78 for the 366-day period of October 1, 2023 through September 30, 2024, for MW.

2. Make timely monthly payments to DDS at a daily rate of $294.60 for the 366-day period of October 1, 2023 through September 30, 2024, for CB.

3. Provide full case management support for the two (2) youths. Case management is a collaborative process of assessment, planning, facilitation, care coordination, evaluation, advocacy and services to meet the youths' comprehensive needs through communication and coordination of available resources to promote quality outcomes.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless earlier terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one-year option periods beginning with fiscal year ("FY") 2025 (*i.e.,* October 1, 2024 to September 30, 2025). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. The Buyer Agency shall provide the Seller Agency with written notice of its intent to exercise an option period at least thirty (30) calendar days before the expiration of the initial or

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extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed three hundred twenty-four thousand, four hundred and thirteen dollars and seventy-two cents ($324,413.72) for FY 2024.

2. The daily rates for the 366-days in FY 2024 are $591.78 for MW and $294.60 for CB.

3. The total cost of the goods and/or services is based on the Buyer Agency and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU at the rates provided in the budget attached as Attachment A.

B. PAYMENT

1. Within 30 calendar days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge made directly against the Interagency Project, other than personnel costs documented in PeopleSoft, via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher".

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

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§ 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

This MOU may be amended or modified only by the written agreement of the Parties. Amendments or modifications 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.

C. The Seller Agency will maintain client records consistent with applicable laws, document retention schedules, and contracts.

XI. TERMINATION

A. Either Party may terminate this MOU in whole or in part by giving at least thirty (30) 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.

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XII. NOTICES

The following individuals are the contact points for each Party:

For CFSA as the Buyer Agency:

Ana Burgos, Administrator
Administration for Kinship & Placement
D.C. Child and Family Services Agency
200 E Street, SE, Room 22654
Washington, DC 20003

For DDS as the Seller Agency:

Winslow Woodland, Deputy Director
Developmental Disabilities Administration
D.C. Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Ana Burgos, CFSA Administrator, Administration for Kinship & Placement, and Winslow Woodland, DDS Deputy Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the Buyer Agency and Seller Agency 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 Specifically, the Parties acknowledge that information concerning clients is confidential and needs to be maintained in a safe and secure fashion including the safeguarding of PHI and PII information regarding children, youth, and families in accordance with the Health Information Portability and Accountability Act (HIPAA), and all federal and district laws governing confidentiality. In the event client data is breached or lost the Seller Agency shall notify the Buyer Agency within the time allotted by applicable policies and legislation. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the Seller Agency and Buyer Agency.

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IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

CHILD AND FAMILY SERVICES AGENCY:

Robert L Matthews

Robert L. Matthews
Director

01 / 19 / 2024
Date

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese

Andrew P. Reese
Director

January 25, 2024
Date

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MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING
AND
DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of Aging and Community Living ("DACL" or "Buyer Agency") and the Department on Disability Services ("DDS" 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 purpose of this MOU is to clarify the Parties' obligations and commitments regarding the office space and facilities to be provided for DACL's employees at DDS's offices located at 250 E Street, S.W., Washington, D.C. 20024-3208 (the "Facility").

DACL's mission is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

DDS's mission is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities in every neighborhood in the District of Columbia.

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

1. Provide DACL with 10,202 square feet of space, including one (1) office and 55 cubicles in the Facility.
2. Allow DACL use of postage.
3. Permit DACL access to and use of conference rooms, the gym, the roof top, three (3) wellness rooms, three (3) kitchens, and the trash disposals in the Facility.
4. Permit DACL access to and use of copiers and printers in the Facility.

B. RESPONSIBILITIES OF BUYER AGENCY

1. Provide computer hard drives, monitors, telephones, and office equipment and/or supplies for employees.
2. Identify and share with DDS the names, employee numbers, badge information, and tours of duty of the employees assigned to the Facility.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from the date the MOU is fully executed (the "effective date") through September 30, 2024, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$483,782.35** for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer and Seller Agencies' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher." This excludes anything other than personnel costs documented in Peoplesoft.

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 statues 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 60 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

Angela Richardson
Chief of Staff & Director of Communications and External Affairs
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov
202-304-0342

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov
(202) 730-1548

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the above contact points for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DACL and DDS 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:

DEPARTMENT OF AGING AND COMMUNITY LIVING

Charon P.W. Hines

Charon P.W. Hines
Director

11/08/2023
Date

DEPARTMENT ON DISABILITY SERVICES

Andrew Reese

Andrew Reese
Director

November 8, 2023
Date

ADDENDUM NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HEALTH CARE FINANCE
AND
THE DEPARTMENT ON DISABILITY SERVICES
FOR IMPLEMENTATION OF SECTION 9817 OF
THE AMERICAN RESCUE PLAN ACT
(Term: October 1, 2023 – September 30, 2024)

This serves as Addendum No. 2 to the Memorandum of Understanding ("MOU") between the Department of Health Care Finance ("DHCF" or "Buyer Agency") and the Department on Disability Services ("DDS" or "Seller Agency"), collectively referred to herein as the "Parties". The MOU was initially executed by the Parties on September 23, 2022, to be effective through September 30, 2022, allowing for an additional three (3), one-year option periods. The Parties executed Addendum No. 1 on September 26, 2023, to exercise the first one-year option period from October 1, 2022, to September 30, 2023. This Addendum No. 2 is developed in accordance with Section V.B to exercise the second option year to continue DDS's partnership with DHCF to provide funding each fiscal year ("FY") to implement the provision of services through projects authorized under Section 9817 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2; 135 Stat. 4) and approved on May 3, 2022, within the ARPA § 9817 District of Columbia Narrative and Spending Plan. Pursuant to Section VII (AMENDMENTS AND MODIFICATIONS) of the MOU, the Parties modify the following sections of the MOU as stated below:

1. Section V (DURATION OF MOU) is modified by amending Subsection A to read as follows:

   A. The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

2. Section VI (FUNDING PROVISIONS), Subsection A (COST OF SERVICES), is modified to read as follows:

   The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $4,462,743.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer Agency's and Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU in Fiscal Year 2024 for the following ARPA initiatives:

   A. DD Expansion
      a. Supervisory Eligibility Service Coordinator: $153,190.00
      b. Eligibility Service Coordinator 1: $125,405.00
      c. Eligibility Service Coordinator 2: $128,870.00
      d. Community Liaison Specialist: $125,405.00

e. Psychologist: $160,000.00

B. Housing Coordinator: $121,942.00

C. Rate Study: $900,000.00

D. Telehealth: $661,495.00

E. Enabling Technology: $1,500,000.00

F. Stakeholder Technical Assistance: $457,911.00

G. IFS Waiver/Participant-Directed Services:

a. Program Coordinator: $128,525.00

IN WITNESS WHEREOF, the Parties hereto have executed this MOU Addendum No. 2 as follows:

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne Turnage
Director

5/15/2024
Date

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

5/16/2024
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES/
REHABILITATION SERVICES ADMINISTRATION
AND
THE DEPARTMENT OF AGING AND COMMUNITY LIVING
FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the District of Columbia Department of Aging and Community Living ("DACL" or "Seller"), 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 mission of DACL is to advocate, plan, implement, and monitor programs in health, education, employment, and social services, which promote longevity, independence, dignity, and choice for District residents ages 60 and older and those with disabilities.

The purpose of the independent living provision ("Title VII") of the Rehabilitation Act of 1973, as amended ("the Act"), is to promote a philosophy of independent living ("IL"), including of consumer control, peer support, self-help, self-determination, equal access, and individual and system advocacy. This philosophy is intended to maximize the leadership, empowerment, independence, and productivity of individuals with disabilities, and the integration and full inclusion of individuals with disabilities into the mainstream of American society.

In addition, Title VII, Chapter 2 of the Act authorizes federal funding to states for the delivery of services to older individuals who are blind ("Older Blind Program"). By enacting Chapter 2, Congress recognized the existence of a large population of older blind consumers in need of services to maintain independence. The Designated State Unit, DDS/RSA, may use funds awarded under the Older Blind Program to carry out the activities described in Section IV of this MOU. The services that can be provided under the Older Blind Program include: services to help correct blindness, provision of eyeglasses and other visual aids, services and equipment to enhance mobility and self-sufficiency, mobility training, Braille instruction, and other services and equipment to help older persons who are blind adjust to blindness, guide services, reader services and transportation, and any other appropriate services to help an older person who is blind in coping with daily living activities, IL core services including IL skills training, information and referral, peer counseling and individual and systems advocacy; and other IL services as defined in the Act and the IL program regulations.

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 DACL

DACL will provide the services identified in this MOU through agreements with two private, nonprofit, community-based agencies. The services provided at each agency and the cost of each are outlined below:

1. **The Seabury Resources for Aging Ward 5 Model Cities Senior Wellness Center** will provide:

   Program space five days per week to provide a nutritious lunch, independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, recreational trips, and counseling of older blind seniors;

   The DDS/RSA Shared Cost of the program will include:

Older Blind Program Consultants	
Program Coordinator $30/hour x 520 hours	$15,600.00
Asst. Program Coordinator $20/hour x 520 hours	$10,400.00
Walter Smith (11 Fitness classes per month)	$6,600.00
Doris Johnson (Wellness Programs) 10 classes/year	$3,000.00
Plants and Blooms-flowers/vases and classes monthly	$5,239.00
Runelle Gillium 12 classes/month	$7,200.00
Lisa Swag Works 43 sessions/year	$13,150.00
Older Blind Program Activities	
Fall Page Writing Guides	$40.00
Bold Line Writing Guides	$50.00
Olympus Digital Voice Recorder	$109.90
20/20 Pens	$85.00
Signature Guide with Spring Metal	$116.00
PPE Supplies	$3,000.00
Older Blind Program Supplies	$5,681.00
Security	$11,929.00
Assistive Technology	
Victor Reader Stream	$5,225.00
Talking Blood Pressure Cuffs	$1,000.00
Talking Scales	$900.00
Victor Stream Tutorial	$155.10

   The grand total for Seabury Resources for Aging Older Blind Program is $89,480.00.

2. **The East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center** will provide:

   Nutritious meals, transportation to sites and activities, health promotion,

recreation, and socialization activities, which include trips and individual and group counseling, teaching American Sign Language to the hearing seniors and to the late deaf who have never learned to communicate through sign; and self-advocacy training for the deaf and hard of hearing to ensure they are obtaining equipment, services, and benefits necessary for their activities of daily living. This training includes assisting participants with contacting the fire department so they can receive appropriate detectors, such as flashing fire detectors and lighted telephones. Additionally, participants may receive training on the TTY systems and deaf relay systems, which allow them to communicate with the outside world. New technology such as the VP Sorenson Video phone allow consumers that no longer use the TTY system to see and communicate with the person that they are talking with through using manual sign language.

The DDS/RSA Shared Cost of the program will include:

- Hands in Motion / Deaf and Hard of Hearing contract consultant at $83 per hour in person and $75 per hour virtual. The contractor provides sign language interpretation for clients of the Deaf and Hard of Hearing program totaling $14,478.00.
- The cost for technology training and support for twenty (20) participants is $25,000.00.
- The grand total for Ward 8 Lead Agency is $39,478.00.

B. RESPONSIBILITIES OF DDS/RSA

To fund and manage private, nonprofit, community-based providers: the Seabury Resource for Aging's Center for the Blind and Visually Impaired; and the East River Family Strengthening Collaborative Ward 8 Lead Agency Deaf and Hard of Hearing Senior Center. This funding will support the following services: independent living skills training, Braille and other communication skills training, music therapy, arts and crafts, counseling, interpretation, and assistive equipment for older blind, visually impaired, deaf and hard of hearing, or deaf blind seniors.

In support of the work provided by the two private, nonprofit, community-based providers, DDS/RSA shall:

1. Coordinate services provision with the private agency case manager, for all consumers who receive services through these programs and DDS/RSA's Independent Living or Independent Living Older Blind Programs.

   Arrange and fund the transportation of participants at the Ward 5 Model Cities site. Transportation funding for the Model Cities site will be excluded from the transfer of funds to DACL under this MOU.

2. Reimburse DACL for all approved personnel services expenses resulting from the hiring of staff necessary to support these services, including payment of wages, taxes, and other benefit costs required under District of Columbia laws.

3. Reimburse DACL for all other approved program costs, as outlined in Section IV (A), above.

DDS shall include and make DACL aware of any data requests to the two private, nonprofit community-based agencies providing services under this MOU. DACL may verify any data provided by the agencies for services under this MOU.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall begin on October 1, 2023, and shall end on September 30, 2024, unless terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) of one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DDS/RSA shall provide DACL with written notice of its intent to exercise an option period prior to the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the DDS/RSA for the goods and/or services provided under this MOU shall not exceed $ **128,958.00** for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA and DACL's estimate of the actual cost of the goods and/or services that will be provided under this MOU, This includes **$89,480.00** for consultants, program activities, and supplies for the Seabury Resources for Aging Model Cities Senior Wellness Center responsibility for managing the Aging Center for the Blind and Visually Impaired; and **$39,478.00** for contract interpretation and assistive technology for the East River Family Strengthening Collaborative Ward 8 Lead Agency - Deaf and Hard of Hearing Senior Center, referred to in Section IV above. This amount does not include costs for the specialized blind rehabilitation services and training in the homes and community. The Specialized Rehabilitation Intervention services for the blind will be funded by the Vocational Rehabilitation Services Program Grant, the Independent Living State Grant, and the Independent Living Services for Older Individuals who are Blind. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials and overhead, as presented to DDS/RSA and accepted by DDS/RSA.

B. PAYMENT

1. Within 30 days of the effective date of this MOU, DDS/RSA 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 DACL

to directly charge the Project for the costs the DACL incurs in providing goods and/or services under this MOU.

2. The DACL shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge made directly against the Interagency Project via an accounting transaction, DACL shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For DACL purchases made through PASS, DACL must include the DDS/RSA representative in the approval flow as a "Watcher". This excludes other than personnel costs documented in Peoplesoft.

4. The DACL is required to inform the DDS/RSA if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

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 statues 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 DACL 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 DDS/RSA and DACL 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 DDS/RSA and DACL 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 60 calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the DDS/RSA and DACL shall reconcile any amounts due to the DACL under this MOU. The DDS/RSA shall not remove funding from the Interagency Project established pursuant to section VI (B) of this MOU until the DACL has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DACL.

XII. NOTICES

The following individuals are the contact points for each Party:

DDS/RSA:
Darryl Evans
Deputy Director
250 E Street, SW
Washington, DC 20024
Darryl.evans@dc.gov
Telephone: (202) 442-8490

DACL:
Melanie Johnson
Chief Program Officer
500 K Street, NE
Washington, DC 20002
melanie.johnson@dc.gov
Telephone: (202)
355-5148

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Deputy Director of DDS/RSA and the Program Manager at DACL for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and DACL 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:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director
Department on Disabilities Services

January 30, 2024
Date

Darryl Evans
Deputy Director
Department on Disability Services/ Rehabilitation Services Administration

12/04/2023
Date

DEPARTMENT OF AGING AND COMMUNITY LIVING:

Charon P.W. Hines
Director

11/22/2023
Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

MEMORANDUM OF UNDERSTANDING

Between the Department on Disability Services and

the Department of Human Resources

Fiscal Year 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the *District of Columbia Department on Disability Services* ("Buyer Agency") and the *District of Columbia Department of Human Resources* ("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). The MOU is entered into to carry out the provisions of Title 6-B, Chapters 4 and 20 of the District of Columbia Municipal Regulations (DCMR).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Seller will provide the Buyer with employment compliance services solely for its District government candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The scope of services in this MOU shall not constitute any population outside of District government applicants, employees, or volunteers such as contractors. The Buyer Agency agrees that it shall not send any contractor or similar individual for services under this MOU. The objective of the fitness-for-duty evaluations and suitability screenings is to determine whether each specific District government candidate, employee, or volunteer is suitable for District employment consistent with Title 6-B, Chapters 4 and 20 of the DCMR.

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

1. The Seller Agency shall conduct compliance services in a manner consistent with prevailing District and federal law for each of the Buyer Agency's candidates, employees, and volunteers who are subject to fitness-for-duty evaluations, suitability screenings, or both. The Seller shall provide for the services indicated in Attachment A.

2. For each candidate, employee, and volunteer who undergoes a fitness-for-duty evaluation, suitability screening, or both, the Seller Agency shall take appropriate action pursuant to 6-B DCMR §§ 436 or 2006, as appropriate. Both fitness and suitability determinations shall be provided to the Buyer Agency through an electronic means established by the Seller Agency.

b) Responsibilities of Buyer Agency

1. The Buyer Agency shall ensure the Seller Agency receives all documentation reasonably necessary to carry out the Seller Agency's responsibilities under this MOU in a timely fashion. The Buyer Agency understands that failure to timely produce documents may delay services under this MOU.

2. The Buyer Agency agrees to be bound by the provisions contained in Title 6-B, Chapters 4, 16, and 20 of the DCMR. The Buyer Agency agrees that for purposes of these regulations with respect to fitness-for-duty and suitability determinations, the Seller Agency serves as the Program Administrator.

V. DURATION OF THIS MOU

a) Period

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless terminated earlier pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

a) Cost of Services

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$10,689.36 for** Fiscal Year 2024. Funding for services shall not exceed the actual cost of the goods and services.

2. The estimated cost of this MOU is based upon the projected service costs outlined on the schedule provided in Attachment A and does not account for all suitability services that may be provided under this MOU. For example, the Buyer Agency may request weekend service collections which may result in overtime fees. The Seller reserves the right to submit an amendment to increase funds under this MOU if additional suitability services such as overtime fees increase the cost of services beyond the maximum amount of this MOU established in subsection (a)(1).

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

4. The Buyer Agency understands that its failure to timely comply with VI(b) shall immediately result in the Seller Agency delaying or ceasing services under this MOU until payment is received.

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 statues 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's authorized representative.

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 authorized representatives for each Party:

Buyer Agency

Jessica Gray
Human Capital Administrator
250 E Street SW, Washington DC 20024
Jessica.gray@dc.gov

Seller Agency

Tamika Cambridge
Compliance Review Manager
1015 Half Street SE, 8th Floor, Washington DC 20003
tamika.cambridge@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the *Human Capital Administrator* and the *Compliance Review Manager* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of the District of Columbia Department on Disability Services and the District of Columbia Department of Human Resources 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:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES

9/1/2023

Andrew P. Reese
Director

Date

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN RESOURCES

9/21/23

Charles Hall, Jr.
Acting Director

Date

Attachment A

FY24 Service Costs

Compliance Services

Criminal Background Checks (General)					
Positions	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$24.25	$35.75	$0.00	$0.00
Protection	12	$24.25	$35.75	$0.00	$720.00
Security	12	$24.25	$35.75	$0.00	$720.00
Volunteers	0	$24.25	$35.75	$0.00	$0.00
Summer Hires	0	$24.25	$35.75	$0.00	$0.00
				Criminal Background Checks Total Cost	$1,440.00

Criminal Background Recertifications					
Positions	**Projected # Recerts**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$24.25	$35.75	$0.00	$0.00
Protection	93	$24.25	$35.75	$0.00	$5,580.00
Security	48	$24.25	$35.75	$0.00	$2,880.00
				Criminal Background Recert Total Cost	$8,460.00

On-Site Suitability Events					
Duration	**Events Count**	**Projected # Processed**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
4 Hours	0	40	$120.00	$0.00	$0.00
8 Hours	0	80	$240.00	$0.00	$0.00
				Suitability Events Total Cost	$0.00

Drug Testing (General)					
Positions	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$30.03	$35.75	$0.00	$0.00
Protection	12	$30.03	$35.75	$0.00	$789.36
Summer Hires	0	$30.03	$35.75	$0.00	$0.00
				Drug Testing Total Cost	$789.36

Drug Testing (Random)					
Positions	**Projected # Randoms**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Safety	0	$30.03	$35.75	$0.00	$0.00
Alcohol	0	$44.75	$35.75	$0.00	$0.00
				Random Drug Testing Total Cost	$0.00

Fitness for Duty Testing - Applicants					
Type	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Pre-Employment	0	$250.00	$100.00	$0.00	$0.00

Physical Ability Testing (10 per session)	0	$650.00	$100.00	$0.00	$0.00
Pre-Employment Fitness for Duty Testing Total Cost					$0.00
Fitness for Duty Testing - Employees					
Type	**Projected # Employees**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Employee FFD	0	$350.00	$100.00	$0.00	$0.00
Shy Bladder Exam	0	$650.00	$100.00	$0.00	$0.00
Mental Health Assessment	0	$550.00	$100.00	$0.00	$0.00
Employee Fitness for Duty Testing Total Cost					$0.00
Additional Suitability Services					
Type	**Projected # Applicants**	**Unit Cost**	**Personnel Cost**	**Misc. Fees (Ala Carte)**	**Subtotal**
Child Protection Registry Check	0	$0.00	$15.00	$0.00	$0.00
Sex Offender Registry Check	0	$5.00	$10.00	$0.00	$0.00
Motor Vehicle Record Check	0	$15.00	$10.00	$0.00	$0.00
Additional Suitability Services Total Cost					$0.00
Grand Total					**$10,689.36**

FISCAL YEAR 2024 MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES, REHABILITATION SERVCIES ADMINISTRATION
AND
DISTRICT OF COLUMBIA PUBLIC LIBRARY

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency ("DDS/RSA" or "Buyer") and District of Columbia Public Library, the seller agency ("DCPL" or "Seller"), 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. PROGRAM GOALS AND OBJECTIVES

The program objective is to provide National Federation of the Blind ("NFB") Newsline Services ("Newsline Services") to eligible registered patrons of the D.C. Regional Library for the Blind and Print Disabled (DC Talking Book and Braille Program) who are residents. RSA pays for a license through the NFB for Newsline Services through FY 2024; DCPL is responsible for the implementation of the services to District of Columbia residents.

The purpose of this MOU is to establish the terms and conditions under which DDS/RSA shall transfer funding for DCPL to provide training and outreach in order to educate consumers on how to access Newsline 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. RESPONSIBILITES OF SELLER (DCPL)

1. Develop and implement a program that will ensure that District residents that are print disabled are enrolled in Newsline Services that will allow them to

receive media services through digital text or digital audio formats from various news organizations or other suppliers.

2. Seek pre-approval from DDS/RSA for any costs it incurs in implementing this MOU, including administrative and IT, but not excluding any other costs incurred by the seller.

3. Collect data with DDS/RSA to track usage of services and training program.

4. Secure DDS/RSA approval before entering into any contractual arrangements that use Independent Living Services or Independent Living Services for Older Individuals who are Blind grant funds.

5. Engage DDS/RSA in the selection process for all contractors used by DCPL in the provision of Newsline Services.

6. Select and identify the Newsline Administrator to handle various administrative duties that will provide support for the program.

7. Notify DDS/RSA of the Newsline Administrator selection.

8. Verify and approve monthly invoices of the Newsline Administrator.

9. Ensure the submission of new subscribers to the identified person at RSA.

10. Provide IT support to the NFB-Newsline Administrator, as needed.

B. RESPONSIBLITIES OF BUYER (DDS/RSA)

1. Ensure funds availability no later than November 20, 2023.

2. Ensure timely and accurate reporting and administration of the program.

3. Have oversight responsibility over the federal grant dollars awarded to DC Government and transfer to Seller for services rendered.

4. Draw down the following federal grant funds and transfer to DCPL: Independent Living Services and Independent Living Services for Older Individuals who are Blind.

5. Participate in Steering Committees.

6. Have federal grant reporting responsibility for the federal grant dollars awarded to DC Government and transfer to Seller for services rendered and submit annual reports to the Department of Education (for Independent Living Services for Older Individuals who are Blind) and Health and Human Services (for Independent Living Services Program).

7. Ensure that appropriate referrals of DDS/RSA consumers requiring Newsline Services are made to DCPL.

8. DDS/RSA will pay the licensing fee to make the NFB-Newsline service available to DCPL for FY 2024.

9. Provide computer training to the NFB-Newsline Administrator, if needed.

V. DURATION OF MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date"), through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of four (4) of one-year option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency shall provide Seller Agency with written notice of its intent to exercise an option period at least 30 days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $17,300.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the DDS/RSA Seller Agency's estimate of the actual cost of the goods and/or services that will be provided under this MOU, including labor, materials, and actual overhead.

B. PAYMENT

1. October 1, 2023, 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher". This excludes other than personnel costs documented in Peoplesoft.

4. The Seller Agency is required to inform the Buyer Agency if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee.

C. ANTI-DEFICIENCY CONSIDERATIONS

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 statues 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 thirty (30) 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. NOTICE

The following individuals are the contact points for each Party:

DDS/RSA:

Darryl Evans
Deputy Director
Department on Disabilities Services/Rehabilitation Services Administration
250 E Street SW
Washington, D.C. 20024
E-mail: Darryl.Evans@dc.gov
Phone: 202-442-86606

DCPL:

Maryann James-Daley
Director, Martin Luther King Jr. Memorial Central Library
901 G Street NW
Washington, D.C. 20001
E-mail: Maryann.james-daley@dc.gov
Phone: (202) 727-4938

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the District of Columbia Department on Disability Services/Rehabilitation Services Administration, the buyer agency and District of Columbia Public Library for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS/RSA and "DCPL" 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:

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITIES SERVICES/REHABILITATION SERVICES ADMINISTRATION:

October 24, 2023

Andrew P. Reese
Director
Department on Disabilities Services

Date

10.10.2023

Darryl T. Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

Date

DISTRICT OF COLUMBIA PUBLIC LIBRARY

October 5, 2023

Richard Reyes-Gavilan
Executive Director

Date

MODIFICATION NO. 1 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT ON DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2024

This Modification amends the Memorandum of Understanding signed by the Department on Disability Services ("DDS") on November 28, 2022, and by the Office of Contracting and Procurement ("OCP") on November 29, 2022 ("MOU"). DDS and OCP are hereinafter collectively referred to as the "Parties," and they now desire to modify the MOU as follows:

I. **Section IV. DURATION:** Pursuant to Section IV.B, the Parties hereby agree to extend the term of this MOU for one year commencing on October 1, 2023 through September 30, 2024.

II. **Section VI. FUNDING PROVISIONS:** Section VI. is hereby modified as follows**:**

A. COST OF GOODS AND SERVICES

1. Total cost for goods and services under this MOU shall not exceed $550,053.90 for Fiscal Year 2024.

PERSONNEL SERVICES

Job title(s)—One (1) CS-11\1, one (1) 12\1, one (1) CS-13\7 and one (1) MSS-15\0 FTEs

Position	Salary	Benefits	Total
CS-11\1	$73,058.72	$16,657.39	$89,716.11
CS-12\1	$90,689.28	$20,677.16	$111,366.43
CS-13\7	$124,507.09	$28,387.62	$152,894.71
MSS-15\0	$159,671.54	$36,405.11	$196,076.65

TOTAL PERSONNEL SERVICES: $550,053.90

2. Funding for goods and services shall not exceed the actual cost of the goods and services.

3. Funding shall be applied only to the costs covered by this MOU.

B. PAYMENT

1. DDS shall advance funds in the above amount through an Intra-District transfer to OCP for the amount specified in Paragraph A (Cost of Goods and Services) within 14 calendar days of the last signature on this Modification.

All other terms and conditions of the MOU shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification to MOU as follows:

DISTRICT DEPARTMENT ON DISABILITY SERVICES

Date: January 24, 2024

Andrew P. Reese
Director

OFFICE OF CONTRACTING AND PROCUREMENT

Nancy K. Hapeman/MAS

Date: 1/24/2024

Nancy Hapeman
Interim Director

1. Parties and Purpose

The parties to this Memorandum of Understanding (MOU) are the Mayor of the District of Columbia (the District), who is its Chief Elected Official, the District of Columbia Workforce Investment Council (DC WIC), which serves all functions designated to the State Workforce Investment Board and the Local Workforce Investment Board under WIOA, the District of Columbia Department on Disability Services (DDS), a one-stop partner (Partner), and the District of Columbia Department of Employment Services (DOES)/ Office of the Chief Financial Officer (OCFO) as the Fiscal Agent for the Agreement on Resource Sharing (Attachment C), with responsibility for allocating funds in accordance with policies set by the DC WIC (hereinafter collectively referred to as "Parties"). For the purpose of this MOU, "Partner" is defined as "any District agency or local provider that has signed an MOU with DC WIC and the Mayor's Office for the purpose of AJC operation under WIOA," including but not limited to the District agencies and local providers identified in Section 6 of this MOU. The MOU provides the basis for cooperation, collaboration, and alignment, including resource sharing, pertaining to the operation of the American Job Centers (AJCs) of Washington, DC (also referred to as AJCDCs), which function as the one-stop workforce development service delivery system for the District.

The purpose of this MOU is to:

- Define the roles and responsibilities of DC WIC and DDS, as they relate to the operation and continued development of the local workforce system, which consists of all Workforce Innovation and Opportunity Act (WIOA) required one-stop partner programs, and is led by the District's network of AJCs.
- Coordinate resources and avoid duplication of effort and expenditures.
- Ensure the effective and efficient delivery of AJC and partner services.
- Enhance the workforce system and AJC services to create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish coordinated processes and procedures that will, ultimately, enable partners to align and integrate programs and activities across the workforce system.

This document ensures compliance with the federal Workforce Innovation and Opportunity Act (PL 113-128) and it's implementing regulations, and provides the framework to achieve shared goals among the Parties to the MOU and among other workforce development system partners in the District, with regard to providing comprehensive, seamless, customer-focused delivery of employment, training and related services. The chief elected official for the District of Columbia Workforce Area is the Mayor, who must approve any MOUs entered into by the DC WIC.

2. Background

On July 22, 2014, President Obama signed WIOA into law. WIOA is designed to strengthen and improve the nation's public workforce system and help get Americans, including disconnected youth and those with significant barriers to employment, into high-quality jobs and careers and help businesses hire and retain skilled workers.

In June 2016, the U.S. Department of Labor and the U.S. Department of Education issued final regulations to implement WIOA. The regulations clarify the need and expectation to modernize the nation's workforce system and represent an integrated, job-driven approach to support communities and expand job growth.

The regulations reaffirm the role of the one-stop delivery system as the cornerstone of public workforce development programs and require organizations managing and operating federal partner programs to collaborate to support a seamless customer- focused service delivery network. The regulations further require that programs and providers co-locate, coordinate, and/or otherwise integrate resources, activities and information, so that the system as a whole is accessible for individuals and businesses alike. The ultimate goal of the system is to increase the long-term employment and earnings outcomes for individuals seeking services, especially those with significant barriers to employment.

As indicated, the MOU is an agreement developed and executed by the DC WIC, the Mayor and the one-stop partners relating to the operation of the one-stop delivery system. As the management of the American Job Center network is the shared responsibility of the WIC, the Mayor, WIOA core program partners, the required one- stop partners, other (optional) one-stop partners, and American Job Center Operator (also referred to as the One-Stop Operator), the U.S. Department of Labor and other federal agencies expect partners in local workforce systems to work together in developing an MOU that demonstrates the spirit and intent of WIOA, thereby ensuring the successful integration and implementation of partner programs in American Job Centers.

The District's State Plan

In March 2020, the District submitted a Unified State Plan to the U.S. Departments of Labor and Education detailing how it will use the new law to create an innovative, comprehensive plan to move the city forward. The District's State Plan lays out specific strategies and operational components for overall workforce system improvements, focusing on five key areas: system alignment, access, performance, business alignment, and youth services. There is special attention paid toward high-growth industries to ensure that DC residents are prepared for the jobs of today and of tomorrow.

3. WIOA Requirements and References

WIOA prescribes the following with regard to partners and MOUs:

- WIOA Section 121(c) requires that DC WIC develop and enter into a memorandum of understanding with the AJC/one-stop system partners.
- WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area to enter into an MOU with DC WIC pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the partner programs and requires that the services and activities under each program be made available through the local AJC system. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the District are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each core partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs, as determined by an analysis of benefit to the partner program.
- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the local workforce system and that participation in the AJC system is in addition to other requirements applicable to each partner's program under each authorizing law.

4. DC WIC Roles and Responsibilities

The DC WIC, which has oversight of federal workforce funding and programming, is a private-sector led board responsible for advising the Mayor, Council, and District government on the development, implementation, and continuous improvement of an effective workforce investment system and functions as the District's State and local workforce development board in accordance the requirements of WIOA. Members of the DC WIC include representatives from the private sector, government officials, organized labor, youth and community groups, and organizations with workforce investment experience. The DC WIC also convenes and leads system stakeholders to ensure workforce programs and initiatives align with business needs.

DC WIC is responsible for: coordination of partners within the District's workforce system in accordance with WIOA; building partnerships, including those with businesses; convening a leadership team comprised of system partners; aligning and coordinating programs; overseeing the quality and continuous improvement of the workforce system; and certifying AJCs. Some of the foregoing responsibilities will be assigned to a One-Stop Operator competitively procured by the DC WIC.

In addition, WIOA Section 107 requires DC WIC to:

- Develop a State Workforce Plan and coordinate its implementation across the system partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker and leverage local providers, stakeholders and resources.
- Lead employer engagement to promote business representation, develop linkages, implement effective sector strategies, and ensure workforce investments support the needs of employers.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers.
- Identify eligible providers of training and career services.
- Coordinate the delivery of core WIOA programs through the one-stop service delivery system.

DC WIC acts on behalf of the District to oversee WIOA Title I resources. Furthermore, DC WIC commits to the adoption of strategies to support talent development, job creation, income progression, business competitiveness and expanded opportunities for citizen prosperity.

5. One-Stop Operator Roles and Responsibilities

The DC WIC, in consultation with the Mayor, selected a one-stop operator through a competitive process in accordance with WIOA, its implementing regulations, and local procurement laws and regulations. A one-stop operator is the entity that coordinates the service delivery of required one-stop partners and service providers and carries out the following activities:

- Facilitating integrated partnerships that seamlessly incorporate services for the common customers served by multiple program partners of the American Job Center.
- Developing and implementing operational procedures that reflect an integrated system of service, performance, communication, and case management, and uses technology to achieve integration and expanded service offerings. Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams, consistent with the purpose, scope, and requirements of each program.
- Organizing and integrating American Job Center services by function (rather than by program), when permitted by a program's authorizing statute and, as appropriate,

through coordinating staff communication, capacity building, and training efforts. Functional alignment includes having American Job Center staff who perform similar tasks serve on relevant functional teams (e.g., skills development team or business services teams).

- Ensuring that AJC staff are trained and equipped in an ongoing learning environment with the skills and knowledge needed to provide superior service to job seekers, including those with disabilities, and businesses in an integrated, regionally focused framework of service delivery, consistent with the requirements of each of the partner programs.
- Ensuring that AJC staff are cross-trained, as appropriate, to increase staff capacity, expertise, and efficiency. This allows staff from differing programs to understand other partner programs' services, and share their own expertise related to the needs of specific populations so that all staff can better serve all customers.
- Ensuring that AJC staff and partners are trained on the process for making a direct linkage to services that are not physically available at the AJC.
- Ensuring center staff are routinely trained so they are keenly aware as to how their particular work function supports and contributes to the overall vision of the local workforce development system, as well as within the American Job Center network. This enhances their ability to ensure that a direct linkage to partner programs is seamlessly integrated within the center.

Because the One-Stop Operator is not a party to this MOU, its roles and responsibilities are provided for informational purposes only.

6. Core Partners and Other One-Stop Partner Programs

WIOA describes core partner programs, required one-stop/AJC partner programs and additional one-stop/AJC partner programs.

Core Partners: WIOA calls for strengthening the alignment of core workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The core workforce programs under WIOA include:

- Adult, Dislocated Worker and Youth Programs (Title I of WIOA)
- Adult Education and Family Literacy Act Program (Title II)
- Wagner-Peyser Act Program (Wagner-Peyser Act, as amended by Title III)
- Vocational Rehabilitation Program (Title I of the Rehabilitation Act of 1973, as amended by Title IV)

Required Partner Programs: WIOA identifies the required one-stop partner programs. Generally, the entity that carries out the program serves as the one-stop partner. This may be the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in a local area. Carrying out a program or activity means that

the partner is providing any of the services its grant, contract, or program requires.

The District's one-stop/AJC partner programs, which include the core partners' programs and administrators/providers are:

	One-Stop/AJC Partner Program	*District Agency/Local Provider*
U.S. Department of Labor Programs		
1.	Adult *(WIOA title I formula)*	Department of Employment Services
2.	Dislocated Worker *(WIOA title I formula)*	Department of Employment Services
3.	Youth *(WIOA title I formula)*	Department of Employment Services
4.	Job Corps *(WIOA title I)*	Potomac Job Corps Center – Exceed Corporation
5.	Senior Community Service Employment Program *(title V of the Older Americans Act of 1965)*	Department of Employment Services *and* National Caucus on Black Aging
6.	Trade Adjustment Assistance activities *(Trade Act of 1974, as amended)*	Department of Employment Services
7.	Jobs for Veterans State Grants *(Chapter 41 of title 38)*	Department of Employment Services
8.	Unemployment Compensation programs	Department of Employment Services
9.	Wagner-Peyser Act ES, as authorized under the Wagner-Peyser Act, as amended by WIOA title III	Department of Employment Services
U.S. Department of Education Programs		
10.	Adult Education and Family Literacy Act *(AEFLA)* program *(WIOA title II)*	Office of the State Superintendent of Education
11.	State VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV	Department on Disability Services
12.	Career technical education programs at the postsecondary level, authorized under Carl D. Perkins Career and Technical Education Act of 2006	Office of the State Superintendent of Education
U.S. Department of Health and Human Services Programs		
13.	Programs authorized under the Social Security Act title IV, part A *(TANF)*	Department of Human Services
14.	Community Services Block Grant Employment and Training activities *(Community Services Block Grant Act)*	Department of Human Services
U.S. Department of Housing and Urban Development Programs		
15.	Employment and training programs	District of Columbia Housing Authority

U.S. Department of Agriculture Programs		
16.	Supplemental Nutrition Assistance Program Employment and Training *(SNAP E&T)*	Department of Human Services

Additional One-Stop/AJC Partner Programs: WIOA indicates that, with the approval of the local workforce board and the Chief Local Elected Official, other appropriate Federal, State or local programs may become partners in the local workforce system. In the event that the DC WIC and the Mayor approve the addition of other partners, MOUs will be developed with each.

7. The District's American Job Centers

The following locations comprise the District's network of AJCs:

Comprehensive Center: 4058 Minnesota Ave., NE Washington, DC 20019	***Affiliate Center:*** 2330 Pomeroy Road, SE Washington, DC 20020
Affiliate Center: 5171 South Dakota Ave., NE Washington, DC 20017	***Affiliate Center:*** 2000 14th St., NW, 3rd Floor Washington, DC 20009

8. System Access via the Internet

Accessibility to the services provided by the AJCs and all Partner agencies is essential to meeting the requirements and goals of the local service delivery system. DC WIC will work with the District's Department of Employment Services to ensure on-going operation of the AJC customer access website dcnetworks.org, which provides resources for job seekers and businesses. DDS customers will register in and use dcnetworks.org to access system information and services. In addition, DDS will promote dcnetworks.org and the full range of services provided by AJC partners via its website by providing information about system programs and hyperlinks to connect participants to the AJCs and to system partners' websites.

9. Service Delivery

The District's workforce system and AJC network has been established by DC WIC in accordance with WIOA and the Unified State Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the workforce development delivery system. The State Plan further identifies programs that must be accessible through the AJC system. Attachment A, *AJC and One-Stop System Services*, describes services available through the AJCs and serves as the framework for system

service delivery in the District.

In all centers, Basic and Individualized Career Services are provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve their career plans, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided to job seekers also aligns with the needs of the District's employers for recruiting, training and retaining talent and supports career pathways for job seekers. The DC WIC is responsible for coordinating these activities to assure the desired outcomes.

Attachment B, *Shared System Services/Roles and Responsibilities*, describes the ways in which DDS supports the AJCs and overall workforce system services.

10. General Partner Responsibilities

Partner agrees to adhere to all relevant statutes, regulations, plans, and policies and work collaboratively to carry out the provisions of this MOU and advance the quality and effectiveness of the workforce system.

In addition, the Partner agrees to:

- Make the services and activities that are applicable to Partner's program available to customers through the AJCs during regular business days, either by having a program staff member physically at the AJC(s), having a staff member from a different partner program physically at AJC appropriately trained to provide information, having a "direct linkage" through technology to a program staff member who can provide meaningful information or services;
- Develop, offer, and deliver quality business services that assist targeted industry sectors in overcoming the challenges of recruiting, training, and retaining talent for the regional economy;
- Implement operational processes and systems to achieve functional alignment, the coordination of common services, effective and efficient fiscal management, and strategic allocation of staffing resources;
- Engage in staff capacity building and professional development, including but not limited to, cross-training between partner staff;
- Effectively communicate, share information, and collaborate with the one-stop operator;
- Engage in joint planning, system design, and development of necessary service delivery protocols;

- Commit to the vision, mission, goals, strategies, and performance measures articulated in the District's WIOA Unified State Plan;
- Participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction;
- Participate in coordinated outreach efforts for jobseekers and employers, such as hiring events and other on-site or virtual activities, in accordance with one-stop delivery system common identifier laws, rules, and DC WIC policies;
- For each individual program represented in Section 11 of this MOU, participate in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration;
- Submit to the DC WIC the following information no later than fifteen (15) days after the end of each month: number and percent of referrals successfully enrolled, number and percent of enrollees who complete program, number and percent of enrollees who obtain employment, number and percent of enrollees who maintain employment for at least three months.

Specific responsibilities of DDS are described in Attachment B, *Shared System Services/Roles and Responsibilities*.

11. DDS Programs and Services

DDS is committed to delivering services through and in connection with the AJC system in accordance with WIOA, the Unified State Plan and DC WIC policies, as applicable. DDS programs covered by this commitment and MOU include:

- The Vocational Rehabilitation program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV

Further information on the role of DDS is outlined at Attachment B.

12. Methods for Referring Customers

The District has many excellent providers of workforce development, education, and social services—including government agencies and CBO's. In order to provide comprehensive, integrated and seamless delivery of services to workers, job seekers, and employers, Partner agrees to:

- Familiarize itself with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the programs represented in the AJCDC system;

- Develop materials summarizing their program requirements to ensure that general information regarding AJC partner programs, services, activities and resources are available to all customers as appropriate;
- Work collaboratively and implement methods for referring customers to appropriate services and activities in accordance with the referral policy and processes to be developed by the DC WIC.
- Train staff to provide appropriate referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs and to jointly serve individuals who have varying degrees of job readiness;
- Commit to robust and ongoing communication required for an effective referral process;
- As required by Section 10 of this Agreement, actively track and report the results of referrals and assure that Partner resources are being leveraged at an optimal level; and
- Regularly share referral information among AJCs and partners, and evaluate ways to improve the referral process, including the use of customer satisfaction surveys.

13. Priority Populations

The District's AJC system is designed to be universally accessible, customer-centered and able to offer training and related resources that are driven by the needs of the local economy. The DC WIC is committed to ensuring high quality services for job seekers of all skill levels, but especially low-income and other underserved residents, including those receiving public assistance, those with disabilities, and individuals with low basic skills.

Through this MOU, the DC WIC and DDS commit to working together to focus efforts and resources to ensure the needs of job seekers, youth and individuals with barriers to employment are effectively addressed in the AJC system, including providing access to technology and materials, prioritizing services and increasing outreach to individuals with barriers to employment, a group that includes members of the following populations:

- Low-income persons
- Basic skills deficient
- Returning citizens
- Individuals with disabilities
- English language learners
- Homeless persons
- Public housing residents
- Public assistance recipients
- Youth disconnected from school and/or work
- Others with significant barriers to employment

Partner shall adhere to all statutes, regulations, plans, and policies regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses (see 38 U.S.C. sec. 4215 and its implementing regulations at 20 CFR 680.650) and the priority provisions of WIOA sec. 134(c)(3)(E) and 20 CFR 680.600 for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Any additional priority populations identified by the DC WIC will be reflected in the District's WIOA Unified Plan, as well as DC WIC policy.

14. Nondiscrimination and Equal Opportunity

Partner agrees to comply with all applicable federal and local nondiscrimination laws, including WIOA Section 188 and its implementing regulations and guidance which prohibits the exclusion of an individual from participation in, denial of the benefits of, discrimination in, or denial of employment in the administration or connection with any programs and activities funded otherwise financially assisted in whole or in part under Title I of the WIOA because of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity) national origin (including Limited English Proficiency (LEP)), age, disability, or political affiliation or belief, or for the beneficiaries, applicants, and participants only, on the basis of citizenship status, or participation in a program or activity that receives financial assistance under Title I of WIOA. Partner shall not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I–financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Partner shall adhere to the policies, procedures, and guidance issued by District regarding equal opportunity, nondiscrimination, and increased accessibility, including but not limited to the District's WIOA Nondiscrimination Plan which may be found on the DC WIC's website at https://dcworks.dc.gov/page/equal-opportunity. Partner hereby assures that it: has incorporated the required non-discrimination and equal opportunity provisions into all grants, agreements or other similar applications for federal financial assistance under WIOA; has designated an Equal Opportunity officer; provides proper notice regarding protections and takes reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others; engages in affirmative outreach; performs data collection and maintenance, monitoring, recordkeeping, and complaint processing procedures in accordance with WIOA Section 188 and its implementing regulations; and will cooperate with compliance monitoring that is conducted at the local level. Nothing in this Section shall be construed as limiting the Parties' agreement to increase and maximize access for individuals with barriers to employment.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, Partner (as a "recipient" defined at 29 C.F.R. § 38.4(zz)):

- assures that it can comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in educational programs.
- assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity.
- understands that the United States has the right to seek judicial enforcement of this assurance.
- acknowledges and agrees that it must comply (and require any sub-grantees, contractors, successors, transferees, and assignees to comply) with applicable provisions governing access to records, accounts, documents, information, facilities, and staff by the U.S. Department of Labor (DOL), the State Equal Opportunity Officer (or designee), and the District of Columbia Department of Employment Services (DOES) Equal Opportunity Officer (or designee) to support WIOA's nondiscrimination and equal opportunity responsibilities including, but not limited to, monitoring, compliance reviews, and discrimination complaint investigations:
  - must cooperate with any compliance review, monitoring, or complaint investigation conducted by U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee).
  - must give U.S. DOL, the State Equal Opportunity Officer (or designee), and/or the DOES Equal Opportunity Officer (or designee) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable federal civil rights laws set forth above.
  - must keep such records and submit to the responsible U.S. DOL official, State Equal Opportunity Officer (or designee), and/or DOES Equal Opportunity Officer (or designee) timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the

responsible Equal Opportunity Officer, or designee, may determine to be necessary to ascertain whether the recipient has complied, or is complying, with relevant obligations.

- must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law and detailed in program guidance.
- If, during the past three years, the has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to U.S. DOL, the State Equal Opportunity Officer (or designee), and DOES Equal Opportunity Officer (or designee).
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, citizenship, political affiliation or belief, or WIOA participant status, against , or settles a case or matter alleging such discrimination, must forward a copy of the complaint and findings to U.S. DOL, the State Equal Opportunity Officer (or designee), and the DOES Equal Opportunity Officer (or designee).

15. Resource Sharing

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and AJC infrastructure costs. Attachment C, *Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services*, identifies the specific infrastructure/shared costs and the method by which those costs will be supported by DDS in accordance with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements. The DC WIC is responsible for managing the Infrastructure Funding Agreement, which is part of the Agreement on Resource Sharing, as well as collecting and disbursing the shared resources outlined within the Agreement.

16. Appeals

If an AJC/one-stop partner and the DC WIC cannot reach agreement necessary to execute the MOU, the DC WIC has developed a policy (DC WIGL-2018-001) which details the dispute resolution process and is published online at, https://dcworks.dc.gov/node/1372586.

17. Confidentiality Requirements and Development of Data Sharing Strategies

All AJCs and one-stop partners must have access to and be trained on the DC Data Vault and will use the DC Data Vault to process the intake and referral of customers to relevant

services provided by one-stop partners with access to the DC Data Vault. A customer must sign a Data Sharing Consent Form prior to the partner inputting any of the customer's intake information into the DC Data Vault. Partner agrees to:

- Complete the data usage form identifying agency staff who have access to Data Vault.
- Ensure staff are trained on the usage of the platform and participate in briefings, enhancement trainings and updates.
- Enforce using the platform as the sole modality for intake and referrals for supportive and wrap-around services.

This MOU does not represent an agreement to share among the Parties data not already covered by an existing agreement and/or consent waiver; a separate, multi-agency data sharing agreement will need to be developed. WIOA, the DC WIC and the Unified State Plan support alignment and integration of programs and services to better serve common customers. Sharing customer service- level data between partner organizations is a goal of the system. In furtherance of this goal, DDS commits to work with DC WIC and other system partners to identify strategies and approaches to data sharing, including the expanded use of the DC Data Vault which allows for extensive data sharing among participating partners and contains a universal release of information consent form. The provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Partner agrees to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Family Literacy Act, and any other applicable requirements of the District or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provision of services. When required under applicable law, a release of information will be obtained from the customer before sharing confidential protected information. In carrying out its respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other Parties, observing the requirements that are most restrictive.

18. Term and Renewal

The performance under this MOU shall commence on October 1, 2021, and shall terminate on September 30, 2022, unless previously terminated or updated pursuant to the terms of this MOU. The MOU may be extended for up to two additional one-year terms upon agreement from all Parties. The MOU shall be reviewed and renewed not less than once every three years.

Non-substantive changes to the MOU, such as minor revisions to the budget or adjustments made due to the annual reconciliation of the budget, do not require renewal of the MOU. These changes may occur through the local MOU amendment procedures established at the

DC WIC. Substantial changes, such as changes in one-stop partners or a change due to the election of a new Chief Elected Official, will require renewal of the MOU in accordance with 20 CFR 678.500(b)(6),(d),and(e).

19. Modifications, Amendments and Termination

This instrument constitutes the entire agreement between the Parties, and all oral or written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained herein. This Agreement supersedes and replaces all prior agreements between the Parties relating to this subject matter. Any prior agreements are hereby terminated.

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named Parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable law and fiscal requirements.

The MOU will remain in effect in accordance with the expressed term, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- A party breaches any provision of this MOU and such breach is not resolved within thirty (30) days of receiving written notice from DC WIC. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.
- In the event of termination, the Parties to the MOU must convene within thirty (30) days_after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by providing written notice to all other Parties.

20. Anti-Deficiency Considerations

The Parties acknowledge and agree their respective obligations to fulfill any financial obligations pursuant to the provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia

Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2015 Repl. & 2017 Supp.), (iii) D.C. Official Code § 47-105 (2015 Repl.), and (iv) D.C. Official Code § 1-204.46 (2016 Repl.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

21. Point of Contact

The main point of contact for the MOU is:

Executive Director
DC Workforce Investment Council
2235 Shannon Pl., SE, Suite 3031
Washington, DC 20020

22. Attachments to the MOU

The following attachments are incorporated into the MOU:

A. AJC and One-Stop System Services
B. DDS – Shared System Services/Roles and Responsibilities
C. Agreement on Resource Sharing – AJC/One-Stop Infrastructure and Other System Services

23. Signatures

The individuals signing below have the authority to commit the party they represent to the terms of this MOU and do so commit by signing:

Chief Elected Official, District of Columbia

Unique-Morris Hughes Designee for Mayor Muriel Bowser		10/27/2021
Name	Signature	Date

Executive Director, Workforce Investment Council

Ahnna Smith		10/27/2021
Name	Signature	Date

Director, District of Columbia Department on Disability Services

Andrew P. Reese	Andrew Reese	10/26/2021
Name	Signature	Date

Deputy Director, DC Rehabilitation Services Administration

Darryl Evans	Darryl Evans	10/16/2021
Name	Signature	Date

Deputy Director, Workforce & Federal Programs, Department of Employment Services

Vanessa Weatherington Fiscal Agent for the Agreement on Resource Sharing		10/26/2021
Name	Signature	Date

ATTACHMENT A

AJC and One-Stop System Services

Workforce Innovation and Opportunity Act One-Stop Delivery System Memorandum of Understanding

One-Stop System Services

WIOA establishes two levels of employment and training services for adults and dislocated workers: career services and training services.

Career Services: Career services for adults and dislocated workers are available at all AJCDCs. U.S. DOL has identified three types of career services:

- Basic career services;
- Individualized career services; and
- Follow-up services

Basic Career Services: Basic career services must be made available and, at a minimum, must include the following:

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
- Outreach, intake (including worker profiling), and orientation to information and other services available through the local workforce system;
- Initial assessment of skills levels, including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and support service needs;
- Labor exchange services, including:
  - job search and placement assistance, and, when needed by an individual, career counseling, including the provision of information on nontraditional employment and in-demand industry sectors and occupations; and
  - appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services not traditionally offered through the local workforce system;
- Provision of referrals to and coordination of activities with other programs and services, including programs and services within the local workforce system and, when appropriate, other workforce development programs;
- Provision of workforce and labor market employment statistics information, including information relating to local, regional, and national labor market areas;

- Provision of performance information and program cost information on eligible providers of training services by program and provider type;
- Provision of information, in usable and understandable formats and languages, about how the Board[1] is performing on local performance accountability measures, as well as any additional performance information relating to the local workforce system;
- Provision of information, in usable and understandable formats and languages, relating to the availability of support services or assistance, and appropriate referrals to those services and assistance;
- Provision of information and assistance regarding filing claims for unemployment compensation, by which the Board must provide assistance to individuals seeking such assistance;
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

Individualized Career Services: Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These include the following services:

- Comprehensive and specialized assessments of the skills levels and service needs of adults and dislocated workers; Section 134(c)(2) and (c)(3) list the required local employment and training activities. To satisfy some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA allows the use of previous assessments from another education or training program. The previous assessments must be determined to be appropriate by AJCDC representatives and must have been completed within the previous six months;
- Development of an individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including information regarding eligible training providers;
- Group counseling;
- Individual counseling;
- Career planning;
- Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;
- Internships and work experience that are linked to careers;
- Workforce preparation activities;
- Financial literacy services as described in WIOA §129(b)(2)(D);
- Out-of-area job search and relocation assistance; and
- English language acquisition and integrated education and training programs.

[1] Within the District, the DC WIC.

Follow-up Services: These services must be made available, as appropriate (including counseling regarding the workplace) for participants in adult or dislocated worker activities that are placed in unsubsidized employment for a minimum of 12 months after the first day of employment.

Training Services: WIOA is designed to increase participant access to training services. Training services are provided to equip individuals to enter the workforce and retain employment. Examples of training services include:

- Occupational skills training, including training for nontraditional employment;
- On-the-job training (OJT), including registered apprenticeship;
- Incumbent worker training in accordance with WIOA §134(d)(4);
- Workplace training and cooperative education programs;
- Private sector training programs;
- Skills upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs in accordance with WIOA §134(d)(5);
- Job readiness training provided in combination with other training described above;
- Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, in combination with training; and
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

WIOA clarifies that there is no sequence of service requirement in order to receive training. However, DOL has indicated that, at minimum, to be eligible for training, an individual must receive an interview, evaluation, or assessment and career planning or any other method through which the one-stop operator/partner can obtain enough information to make an eligibility determination for training services. Where appropriate, a recent interview, evaluation, or assessment may be used for the assessment purpose.

Business Services: The District's AJCs are part of a business-focused system. Examples of system services to serve business customers include:

- Customized screening and referral of qualified participants in training services to employers.
- Customized employment-related services to employers, employer associations, or similar organizations on a fee-for-service basis that are in addition to labor exchange services available to employers under the Wagner-Peyser Act.
- Work-based learning activities, including incumbent worker training, Registered Apprenticeship, transitional jobs, on-the-job training, and customized training.
- Activities to provide business services and strategies that meet the workforce investment needs of employers, as determined by the Board and consistent with the local plan.

ATTACHMENT B

District of Columbia Department on Disability Services (DDS): Shared System Services/Roles and Responsibilities

DDS provides the residents of the District of Columbia with information, oversight and coordination of services for people with disabilities and those who support them, such as service providers and employers. Through its Rehabilitation Services Administration (RSA), DDS focuses on employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining, sustaining and advancing in employment, economic self-sufficiency and independence. RSA achieves this through: employment marketing and placement services, vocational rehabilitation; inclusive business enterprises.

Once a customer's eligibility for services is established, a Vocational Rehabilitation counselor assists the person to develop an Individualized Plan for Employment (IPE). The IPE identifies the customer's vocational goal and the services that will be provided in order to achieve that goal. To help people with disabilities obtain employment, RSA provides comprehensive rehabilitation services, which may include: information and referral, assessment services, counseling and guidance, physical restoration, vocational training or other post-secondary education, job search, job placement and job coaching, supported employment. RSA assists persons with disabilities to locate employment by developing and maintaining close relationships with local businesses.

Person-centered thinking is a service philosophy that supports positive control and self-direction of people's own lives. DDS is working to implement this through training sessions and other agency-wide initiatives.

The following information summarizes DDS's role within the District's one-stop/AJC system:

- Shared System Design and Access
- Shared System Knowledge
- Shared Services and Customers

Shared System Design and Access

With regard to system design and access, the system partners and DC WIC agree to use of the following terms to characterize the participation of DDS and other system partners within the local AJC system:

- Co-Location: A full- or part-time physical presence by one or more partner representatives at one or more of the District's AJCs.
- Cross-Training: Having a staff member from a different partner program physically

present at the American Job Center and appropriately trained to provide information to customers about the programs, services, and activities available through partner programs.

- Direct Linkage: Providing AJC customers with a direct connection to partner services, within a reasonable time, by phone or through a real-time Web-based communication (e.g. Skype) to a program staff member who can provide program information or services to the customer; a direct linkage cannot exclusively be providing a phone number or website or providing information, pamphlets, or materials. A direct linkage differs from a "warm handoff" in several ways. Direct linkage provides real-time access to the services a customer needs, while that customer is on-site, rather than sending the customer to another location. Direct linkage supports several programs serving a customer simultaneously, rather than in a sequence of hand-offs. The programs engaged in a direct linkage are still responsible for the customer and work together to avoid duplicate assessments, services, etc.

DDS representatives are co-located at the four (4) AJCs located within the District. Currently, DDS's presence at each site is 1 full-time equivalent position, which is filled by various DDS counselors and staff. DDS must submit to the DC WIC and OSO and keep current the Partner Personnel and Data information outlined in Attachment C, Section III.

DDS does not provide access to any services via cross-trained staff or direct linkage.

Shared System Knowledge

DDS agrees to participate in staff development and cross-training partner program staff to increase system capacity. This will include:

- Providing content to be used in training of partner managers and staff about the programs and services offered by DDS. Such content will, at a minimum, include information about types of services offered; program and service eligibility requirements; application processes; and information on outcomes.
- Assisting with the delivery of training, which may include providing content suitable for electronic media format (e.g. PowerPoint, on-line video) or in-person or webcast presentations to partner representatives.
- Participating in training developed and/or provided by the One Stop Operator or District one-stop system partners. Such participation may occur through attendance at in-person or virtual sessions or by viewing web-based content.

Shared Systems and Customers

DDS is committed to working with the DC WIC, the One Stop Operator, DOES (which manages the AJCs), and the full range of system partners to devise, implement and continuously improve workforce strategies that benefit residents and businesses in

Washington, DC. As an extension of this commitment, DDS agrees to participate in meetings and activities organized by the One-Stop Operator and other key system partners to solve critical workforce system challenges or support workforce development activities.

DDS's role in the coordinated delivery of AJC services will include the following services, participation and collaboration.

1. Outreach and Recruitment

While DDS targets specific individuals (such as those with a physical or mental disability that poses a substantial barrier to employment), its messages reach a broad cross section of District residents. Therefore, the agency can provide candidates (including those not using its services) with information on the services of the AJCs and the system's partner programs. Information will be provided via web-based media, print materials and verbal communications.

2. Intake

As DDS representatives conduct intake for its programs, it agrees to identify individuals that may be eligible for and/or interested in AJC services or those of the system partners. Such individuals will be referred in accordance with policies and processes established under Section 12 of the MOU. As part of the intake process, DDS will ensure that all individuals are registered in DC Networks.

3. Orientation

Similar to candidate information derived from outreach and intake processes, orientation and information sessions led by DDS provide a venue and/or opportunity to share with District residents, information about other programs and services for which they may be qualified. For those who may benefit from AJC or partner programs, DDS will make appropriate referrals in accordance with the policies and processes established by the DC WIC.

4. Initial Assessment

To the extent permitted by rules governing the funding under which it operates, DDS may provide the AJCs and other partners with results of assessments in which residents participate. In cases where residents apply for services from another system partner, this process may help to avoid duplication of effort. Sharing of assessment results will require a release signed by the affected individuals.

5. *Cross Referrals*

Cross referrals among the District's workforce system partners are critical to the goals of collaboration and alignment of programs and to ensuring that services are customer-focused. DDS will work with the One-Stop Operator to develop specific details for managing and tracking referrals in accordance with the policies developed by the DC WIC.

6. *Sharing of Local Market Intelligence*

In support of its various employment programs and activities, DDS regularly communicates with businesses to help inform its efforts to train and place residents in employment. Similarly, DC WIC, the AJCs and all partner programs conduct business outreach and engage in gathering local labor market information and industry "intelligence." To the extent practicable, the DDS agrees to share such information and intelligence with the AJC/one-stop partners so that the entire system is well prepared to meet business and industry needs.

7. *Co-Enrollment/Co-Case Management*

When DDS and one or more other partners serve the same customer (via the participant's co-enrollment), the partners agree to identify opportunities to co-case manage activities in order to streamline processes and avoid duplication of effort and resources.

8. *Support Services*

DDS directly provides or otherwise connects its customers to a wide range of support services, including transportation and assistance technology and other forms of training and workplace aids, among others. Participants may be referred to the AJCs or other system partners for other services to address their unique needs.

9. *Placement Services*

To increase the range of employment opportunities for customers, DDS agrees to refer those seeking employment to the AJCs for placement services, such as hiring events, when such services are determined as benefitting an individual.

ATTACHMENT C

Agreement on Resource Sharing: AJC/One-Stop Infrastructure Agreement & Shared Systems Allocation Costs Per Required Program

I. Resource Sharing Agreement

USDOL TEGL 17-16 requires the AJCDC Partners to develop and enter into a resource sharing agreement including:

- An infrastructure funding agreement (IFA), which consists of:
  - A budget including the non-personnel, infrastructure costs necessary for the general operation of the AJCs, such as:
    - Applicable facility costs (such as rent)
    - Utilities and maintenance
    - Equipment (including assessment-related and assistive technology for individuals with disabilities)
    - Technology to facilitate access to the One-Stop Centers, including technology used for the center's planning and outreach activities
  - An allocation of the infrastructure costs among the AJC partners using an agreed upon methodology.

- Additional costs, which must include Applicable Career Services and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center.
  - Applicable Career Services include the costs of the provision of Career Services in Section 134(c)(2), as authorized by and applicable to each partner's program.
  - Other System Costs may include any other shared services that are authorized for and commonly provided through the AJC partner programs to any individual and are agreed upon by the partners, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other partners, and business services.

All required one-stop partners must provide access to their programs, services, and activities in the comprehensive centers through a physical presence, appropriately cross-trained staff, or direct linkage, and contribute to the infrastructure costs of those centers. Only those one-stop partners that participate in the affiliate one-stop centers are required to contribute to the infrastructure costs for those centers. The financial contributions of one-stop partners through a direct linkage may be different than those one-stop partners with a physical presence, regardless of the type of center. When two or more grant recipients or contractors of a required partner program are carrying out the program in a local area, both entities must contribute to infrastructure costs, including at an affiliate center, if those partners are participating in that affiliate center.

The WIOA Adult, Dislocated Worker, and Youth programs, Senior Community Service Employment Program (SCSEP), Jobs for Veterans State Grant (JVSG), Unemployment Insurance Compensation (UI), Reemployment Services and Eligibility Assessment (RESEA), Wagner-Peyser, Vocational Rehabilitation (VR), Carl D. Perkins, Temporary Assistance for Needy Families (TANF), Community Services Block Grant (CSBG), Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) programs are physically co-located in the District of Columbia American Job Centers.

The SCSEP program run by National Caucus on Black Aging (NCBA) and the employment and training programs run by DC Housing Authority (DCHA) do not have staff physically co-located in the AJCDC; their services are accessible via AJC front desk staff and other cross-trained partner staff at the AJC who can provide information to customers about the programs, services, and activities available through those programs.

The District will conduct a pilot with the Job Corps and Adult Education and Family Literacy Act (AEFLA) programs, to better understand the processes for providing services to customers via "direct linkage."

II. Cost Allocation Methodology and Steps to Reach Consensus

The DC WIC facilitated partner meetings on August 13, 2021, August 23, 2021, and September 14, 2021, and worked with partners to achieve consensus regarding the basis for allocating AJC costs. In the process, DC WIC identified and described several potential bases for cost allocation, and the partners ultimately chose the following methodologies:

Infrastructure Costs

The methodology for infrastructure costs associated with the AJCs is for the DOES/OCFO to identify the square footage of each site and the associated infrastructure costs and allocate them among the partners based on the proportion of each co-located partners' staff hours worked on site at the AJC among all hours worked by partner staff at the AJC. The infrastructure costs associated with each AJC location varies. Partners that are accessible via AJC front desk staff and other cross-trained partner staff will be invoiced based on 24 hours for workshop delivery and consultation. The DC WIC has published a policy on its website which details the cost allocation methodology and the guidance used in finalizing this agreement. (DC WIGL-2018-001 [November 16, 2018], https://dcworks.dc.gov/node/1372586).

Additional Costs

- Applicable Career Services: The budget for applicable career services represents the personnel costs of each partner to deliver the career services listed in Attachment B of this MOU. Applicable career services are not allocated

among the partners and will not be invoiced through this resource sharing agreement.

- Other System Costs: There are no other system costs included in this resource sharing agreement.

In the future, alternative allocation bases may be considered and are subject to use if the alternative methodology demonstrates a more equitable or efficient distribution of costs among the partners.

III. Partner Costs

Based on the agreed upon infrastructure cost sharing methodology, it is estimated that DDS will contribute $143,899.94 in cash over the duration of this resource sharing agreement to support AJC infrastructure costs. Actual costs will be based on the reconciliation process described below. Failure to comply with the requirements of this agreement may result in corrective action or a penalty.

Based on the agreed upon Career Services cost sharing methodology, this resource sharing agreement recognizes that DDS contributes the staff costs identified in Section VII of this Attachment C for the Career Services described in Attachment B.

IV. Partner Personnel and Data Submission

Partner must submit to the DC WIC, OSO and the DOES/OCFO monthly, and keep current, the following information in order to allocate infrastructure costs:

Personnel Information

- Number of employees reporting to the AJC
- Staff name and title
- AJC Location (name and address)
- Expected number of hours on-site
- Any anticipated or actual changes in staffing or hours

Data

- Actual number of hours on-site
- 485 Report in MS Excel (Government Entities only)
- PeopleSoft Query (Preferred if applicable)

The data must be signed by an authorized official from the Partner's finance team or executive staff prior to submission.

V. Cost Reconciliation and Billing

The DOES/OCFO will determine each partner's costs based on actual hours worked at the

AJC sites as a portion of the total hours worked at the site each month and actual infrastructure costs each month and prepare an invoice for each partner quarterly . Partner understands that the timeliness of the preparation and submission of invoices is contingent upon the timeliness of each partner providing the necessary cost information.

Upon receipt of the invoice, Partner shall review and submit payment no later than fifteen (15) days. Any disputes regarding the invoice shall be communicated in writing. The DOES/OCFO will review the dispute and respond within ten (10) days of receipt. Any unresolved disputes should be directed to the DC WIC.

VI. Method of Payment

All District of Columbia government partners must use Intra-District transfers to fund their portion of the IFA costs. The use of Intra-District Advances or Reimbursements is to be determined. All non-government partners must reimburse quarterly via ACH or Check. Non-District government partners must advance their total contribution prior to quarterly invoicing to ensure reimbursement to DOES programs that frontload.

VII. Fiscal Agent Role/Responsibility

- DOES will serve as the fiscal agent for this MOU
- Provide the estimated fixed cost budget for the American Job Center
- Create unique codes in the financial system to track expenditures/revenue for the partners
- Bill partners at least quarterly
- Reconcile expenditures/revenue at least quarterly

VIII. Systems Budget and Allocated Costs Tables

FY22- IFA & SHARED SYSTEMS ALLOCATION COSTS PER REQUIRED PROGRAM

DC Agency	Partner Program		Electricity	Water	Telecoms	Rental Land Structures (Backup)****	Security	Occupancy	Sustainable Energy	Gas	Shared System Costs*	Grand Total
	FY22 Budget for AJC		$ 100,757.60	$ 26,003.22	$ 213,558.23	$ 231,291.00	$ 281,268.36	$ 266,201.08	$ 6,675.93	$ 3,699.62	$ 551,001.52	$ 1,678,456.56
DOES		Total Estimated Annual Hours										
	Wagner-Peyser Act ES	20,841.40	$ 19,857.31	$ 5,079.10	$ 43,498.01	$ 46,849.01	$ 56,669.39	$ 51,934.52	$ 1,291.98	$ 473.09	$ 112,229.20	$ 337,687.54
	Unemployment Insurance Compensation Programs	16,430.00	$ 18,953.03	$ 4,991.86	$ 34,459.15	$ 24,299.84	$ 44,925.70	$ 50,079.10	$ 1,270.96	$ 369.64	$ 88,908.04	$ 268,109.31
	WIOA -Dislocated Worker	36,111.36	$ 19,283.93	$ 4,950.93	$ 34,180.34	$ 22,419.57	$ 44,525.78	$ 50,663.86	$ 1,235.62	$ 374.22	$ 88,186.68	$ 265,742.91
	RESEA	12,632.12	$ 9,935.76	$ 1,015.73	$ 25,782.83	$ 69,313.73	$ 34,944.67	$ 10,398.25	$ 307.27	$ -	$ 66,922.28	$ 208,270.52
	WIOA - Adult	20,596.88	$ 13,124.92	$ 3,397.24	$ 22,248.83	$ 32,608.61	$ 29,067.81	$ 34,675.98	$ 886.45	$ 225.85	$ 57,434.20	$ 273,609.97
	JVSG programs (VETS)	5,248.00	$ 6,392.89	$ 1,572.44	$ 10,843.97	$ 10,316.69	$ 14,987.33	$ 16,297.39	$ 475.69	$ -	$ 27,978.52	$ 88,074.92
	SCSEP	2,080.00	$ -	$ -	$ 4,209.88	$ 13,148.72	$ 5,705.85	$ -	$ -	$ -	$ 32,861.91	$ 58,926.91
	WIOA- Youth	1,858.00	$ 3,041.62	$ 785.02	$ 3,764.69	$ -	$ 5,102.45	$ 8,056.46	$ 237.48	$ -	$ 9,711.76	$ 30,698.18
DOES Program Totals		85,785.96	$ 83,991.84	$ 21,676.52	$ 178,987.89	$ 195,056.17	$ 235,638.98	$ 221,905.57	$ 5,545.42	$ 1,444.84	$ 461,808.09	$ 1,408,052.76
DDS ***	Title IV	8,840.00	$ 9,726.36	$ 2,510.15	$ 18,717.60	$ 19,975.11	$ 24,149.78	$ 25,686.99	$ 583.89	$ 253.38	$ 48,295.28	$ 148,898.84
DHS ***	TANF	2,210.00	$ 2,215.03	$ 571.65	$ 4,530.62	$ 5,588.20	$ 6,243.56	$ 5,852.11	$ 172.95	$ -	$ 11,699.85	$ 36,768.34
DHS ***	SNAP	1,326.00	$ 1,490.63	$ 384.70	$ 2,739.47	$ 2,768.12	$ 3,712.94	$ 3,938.25	$ 116.38	$ -	$ 7,068.12	$ 22,244.59
DHS ***	CSBG	2,210.00	$ 724.40	$ 188.95	$ 4,474.94	$ 11,176.41	$ 6,065.10	$ 1,913.86	$ 56.58	$ -	$ 11,545.80	$ 36,144.03
OSSE ***	Title II	624.00	$ 1,032.68	$ 261.93	$ 1,265.71	$ -	$ 1,735.48	$ 2,701.91	$ 79.84	$ -	$ 1,295.67	$ 10,315.23
UDC (OSSE provides grant-long funding only)	Perkins	832.00	$ 681.78	$ 175.95	$ 1,685.78	$ 2,629.74	$ 2,284.63	$ 1,851.28	$ 51.29	$ -	$ 4,349.49	$ 13,662.09
Job Corp	Potomac Job Corp	520.00	$ 852.23	$ 219.94	$ 1,054.78	$ -	$ 1,429.57	$ 2,251.60	$ 66.54	$ -	$ 2,721.39	$ 8,596.02
DCHA **	HUD Programs	24.00	$ 26.41	$ 6.81	$ 50.82	$ 37.93	$ 65.57	$ 69.77	$ 1.58	$ 0.89	$ 131.11	$ 390.68
National Caucus on Black Aging**	SCSEP	24.00	$ 26.41	$ 6.81	$ 50.82	$ 37.93	$ 65.57	$ 69.77	$ 1.58	$ 0.89	$ 131.11	$ 390.68
External IFA Partner Totals		18,610.00	$ 18,765.99	$ 4,926.90	$ 34,570.34	$ 98,254.83	$ 45,628.38	$ 44,388.52	$ 1,130.52	$ 254.76	$ 88,195.43	$ 272,601.80
	GRAND TOTALS	104,395	$ 100,757.60	$ 26,003.22	$ 213,558.23	$ 231,291.00	$ 281,268.36	$ 266,201.08	$ 6,675.93	$ 1,699.62	$ 551,001.52	$ 1,678,456.56

*	Shared System Contribution costs include DC Networks
**	IFA Partner operates a non-collocated program from the AJC.
***	These are DC government agencies that advance their total contribution prior to invoicing to ensure reimbursements to DOES programs that frontload costs throughout the year
****	Rent charges are only allocated to IFA Partner Programs with a presence in the Backup AJC

FY21 CONSOLIDATED SYSTEM BUDGET FOR APPLICABLE CAREERS SERVICES

Basic Career Services	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
TI Program Eligibility	✓	✓			✓	✓					✓			✓			✓		✓	
Outreach, Intake, Orient	✓	✓	✓	✓	✓	✓		✓	✓		✓			✓			✓	✓	✓	
Initial Assessment	✓	✓		✓	✓	✓		✓			✓			✓			✓	✓	✓	
Labor Exch/Job Search	✓	✓		✓	✓	✓		✓			✓			✓		✓	✓	✓	✓	
Referrals to Partners	✓	✓		✓	✓	✓		✓	✓		✓			✓		✓	✓	✓	✓	
LMI	✓	✓			✓	✓		✓			✓			✓			✓	✓	✓	
Performance/Cost Info	✓	✓			✓	✓		✓						✓					✓	
Support Service Info	✓	✓	✓	✓	✓	✓		✓	✓		✓			✓		✓	✓	✓	✓	
UI Info/Assistance	✓	✓			✓									✓	✓	✓			✓	
Financial Aid Info	✓	✓		✓	✓	✓		✓			✓			✓			✓		✓	

Individual Career Services	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
Comp Assessment	✓	✓		✓		✓		✓	✓		✓			✓			✓		✓	
IEP	✓	✓		✓				✓			✓			✓			✓		✓	
Career Plan/Counsel	✓	✓		✓		✓		✓			✓			✓			✓		✓	
Short Term Prevoc	✓	✓		✓		✓		✓	✓					✓			✓			
Internship/Work Experience	✓	✓		✓		✓		✓			✓			✓			✓	✓	✓	
Out-of-Area Job Search	✓	✓				✓		✓			✓						✓			
Financial Literacy	✓	✓		✓		✓		✓			✓			✓			✓			
ITA/EA	✓	✓		✓				✓						✓			✓		✓	
Workforce Preparation	✓	✓		✓		✓		✓	✓		✓			✓			✓	✓		

Required Consolidated Budget	T I Adult	T I DW	T I Youth	T II AEL	T III WP	T IV VR	TANF	SNAP E&T	Carl Perkins	T V OAA	Job Corps	TAA	Comm Act	Housing	UI	RESNEA	JVSG	DOES SCSEP	NCBA SCSEP	Other Part
	$2,325,456.72	$3,859,207.36	$1,951,158	$1,200,000	$2,228,183.54	$682,790	$300,000	$120,000	$9,851	$0	$1,300	$0	$3	$19,750	$642,500.00	$771,319	$508,770.28	$174,195	$1,345,251.30	$

Consolidated budget total of career services delivered through the One-Stop system for FY21: $13,904,384.70

AJC[1] PARTNER AGENCY SERVICES SCHEDULE – 2022

Partner Agency	Center Location(s)	Number of FTEs	Method	Days	Hours on Site	Hours per day per FTE
DDS	HQ, NE, NW, SE	1 person per location	On-site	Monday – Friday	8:30 a.m. – 5:00 p.m.	8.5
DHS - TANF	AJC HQ	1	On-site	Tuesdays and Thursdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Monday and Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NW	1		Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
DHS - SNAP	AJC HQ	1	On-site	Thursdays	8:15 a.m. -4:45 p.m.	8.5
	AJC NE	1		Thursdays	8:15 a.m. - 4:45 p.m.	8.5
	AJC NW	1		Fridays	8:15 a.m. - 4:45 p.m.	8.5
DHS - CSBG	AJC HQ	1	On-site	Wednesdays	8:30 a.m. – 5:00 p.m.	8.5
	AJC NE	1		Mondays, Tuesdays, Thursdays and Friday	8:30 a.m. – 5:00 p.m.	8.5
OSSE	AJC HQ	1	Direct Linkage	Tuesdays	1:00 p.m. – 4:00 p.m.	3.0
		1		Wednesdays	9:00 a.m.– 12:00 p.m. and 1:00 p.m. – 4:00 p.m.	6.0
		1		Thursdays	9:00 a.m. – 12:00 p.m.	3.0
Potomac Job Corps	AJC HQ	1	Direct Linkage	Monday - Friday	9:00 a.m. – 11:00 p.m.	2.0
UDC	AJC HQ	1	On-site	Wednesdays	9:00 a.m. – 5:00 p.m.	8.0
	AJC NE	1		Wednesdays	9:00 a.m. – 5:00 p.m.	8.0

[1] The American Job Center operation is funded 100% by the Employment and Training Administration of the U.S. Department of Labor as part of an Adult WIOA ($4,211,055), Dislocated Worker WIOA ($10,070,193) and Wagner Peyser ($1,931,319) award totaling $16,212,567.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities ("IDD") (referred to herein as the "IDD HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2OO7," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2OO7 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with IDD through its DDA. DDS/DDA accomplishes these objectives

through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 1900.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of three, one-year option periods for IDD HCBS waiver years 3 (FY 2025) to 5 (FY 2027). Waiver years 2 through 5 run from October 1, 2023, through September 30, 2027, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The

exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $101,159,843.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 subjected 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

<u>Buyer Agency</u>
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

<u>Seller Agency</u>
Melisa Byrd

Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

March 1, 2024
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

April 19, 2024
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2023 – September 30, 2024)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community-Based Services waiver program for Individual and Family Supports ("IFS") (referred to herein as the "IFS HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2OO7," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2OO7 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with intellectual and developmental disabilities ("IDD") through its DDA.

DDS/DDA accomplishes these objectives through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IFS HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 9000.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IFS HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IFS HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IFS HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IFS HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IFS HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2023, through September 30, 2024, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of one, one-year option period for IFS HCBS waiver years 5 (FY 2025). Waiver years 3 through 5 run from October 1, 2023, through September 30, 2025, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $1,031,750.00 for Fiscal Year 2024. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IFS HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

<u>Buyer Agency</u>
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

March 1, 2024
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

April 19, 2024
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT ON DISABILITY SERVICES/ REHABILITATION SERVICES ADMINISTRATION AND THE DEPARTMENT OF LICENSING AND CONSUMER PROTECTION FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department on Disability Services, Rehabilitation Services Administration ("DDS/RSA" or "Buyer"), and the Department of Licensing and Consumer Protection ("DLCP " or "Seller") (collectively referred to herein as the "Parties").

This MOU facilitates the transfer of federal formula state grant funds from DDS/RSA to DLCP to provide business licensing services to individuals who are blind or visually impaired. The individuals who will benefit from these services are part of the Randolph Sheppard Vending Facilities Program (RSVFP), which is a vocational rehabilitation program in the DDS/RSA. These funds are issued to DDS/RSA in accordance with Chapter 1, Part B and Chapter 2 of Title VII of the Rehabilitation Act of 1973, as amended. DLCP will work with DDS/RSA to issue business licenses to participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's policies and procedures for issuing business licenses to individuals in the Randolph Sheppard Vending Facilities Program.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.0l(k).

III. OVERVIEW OF PROGRAM GOAL AND OBJECTIVES

RSVFP was established through The Randolph-Sheppard Act of 1936, as amended, and the Rehabilitation Act of 1973 ("the Act"), as amended, which established the Business Enterprise Program (BEP) for persons who are blind or visually impaired. The BEP provides persons who are blind or visually impaired with business entrepreneurship and self-support through the operation of vending facilities on federal, state, and other property. Furthermore, in accordance with 20 U.S.C. § 107 *et seq.* the purpose of RSVFP is to provide persons who are blind or visually impaired with remunerative employment, enlarge the economic opportunities of persons who are blind or visually impaired, and to stimulate persons who are blind or visually impaired to greater efforts in striving to make themselves self-supporting. Persons who are blind or visually impaired are licensed under the provisions of this chapter having been authorized to operate vending facilities (vending machines and kiosks) on any Federal property.

The mission of the Randolph Sheppard Vending Facilities Program (RSVFP) is to help persons who are blind or visually impaired achieve financial independence. This objective is met by providing operational, administrative, and training support to promote business growth and entrepreneurship on federal, District of Columbia, and other properties.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in furtherance of the Parties' shared goals to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. **DDS/RSA Responsibilities**

DDS/RSA shall:

1. Budget for all services requested in this MOU.
2. Within ten (10) business days after this MOU is fully executed, the Buyer shall create a Interagency Project and fund it through an award in the amount of $25,000.00, as set forth in Section VI.A of this MOU, to cover the cost of business licenses for individuals who are in the Randolph Sheppard Vending Facilities Program.
3. During the requested days and times, DDS/RSA managers will perform due diligence monitoring the licensees to ensure that all the requirements of DLCP are maintained.

B. **DLCP Responsibilities:**

1. Within the limits of the provided funding, provide vending licenses to individuals identified by DDS/RSA as participants in the Randolph Sheppard Vending Facilities Program pursuant to DLCP's vending license policies and procedures.
2. Verify and issue business licenses to individuals who complete the business licensing process with DLCP and follow all policies and guidance related to this process.
3. Provide copies of invoices for the services provided under this MOU to the Point of Contact (POC) identified in Section XII.

V. DURATION OF MOU

A. The period of this MOU shall be from the date of the last signature through September 30, 2024, unless terminated pursuant to Section XI of this MOU.

B. The Parties may extend the period of this MOU by exercising a maximum of four, one-year option periods. Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. DLCP shall provide DDS/RSA with written notice of its intent to exercise an option period at least thirty (30) days before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer for business licenses issued to participants in the Randolph Sheppard Vending Facilities Program provided under this MOU shall not exceed $25,000.00 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer's and Seller's good faith estimate of the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

1. Within ten (10) business days after this MOU is fully executed, the Buyer 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 to directly charge the Project for the costs the Seller incurs in providing goods and/or services under this MOU.

2. The Seller shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU not to exceed $25,000.00.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, are and shall remain subject to the provisions of the following laws: (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 statues may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. AMENDMENTS

The terms and conditions of this MOU may be modified only upon prior written agreement by 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 will be subject to scheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU.

X. RECORDS AND REPORTS

A. The Parties 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. The Parties 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 sixty (60) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, DLCP and DDS/RSA shall reconcile any amounts due to the DDS/RSA under this MOU. DLCP shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until DLCP has drawn down the amounts due, except to the extent that the funding in the Interagency Project exceeds the amounts due to the DLCP.

XII. NOTICE

The following individuals are the contact points for each Party under this MOU:

DDS/RSA:
Darryl Evans
Deputy Director, Department on Disability Services
Rehabilitation Services Administration
250 E Street, SW

Washington, DC 20024
Telephone: (202) 442-8490
Darryl.Evans@dc.gov

DLCP:
Harriet Broadie
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XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the DLCP Deputy Administrator and the DDS Deputy Director for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DLCP and DDS or their designees for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU shall use, restrict, safeguard, and dispose of all information related to services provided by this MOU in accordance with all relevant federal and District statutes, regulations, and the Parties' policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese
Director
Department on Disabilities Services

December 12, 2023
Date

Darryl Evans
Deputy Director
Department on Disability Services/
Rehabilitation Services Administration

12/12/2023
Date

DEPARTMENT OF LICENSING AND CONSUMER PROTECTION

Tiffany Crowe
Director

12/11/2023
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES/REHABILITATION SERVICES ADMINISTRATION
AND
THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS
FOR FISCAL YEAR 2024

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the *Department on Disability Services/Rehabilitation Services Administration* ("DDS/RSA" or "Buyer Agency") and the *District of Columbia Public Schools* ("DCPS" 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".

As a Local Educational Agency ("LEA") in the District of Columbia, DCPS is required by the Individuals with Disabilities Education Act of 2004 ("IDEA") and the District of Columbia Municipal Regulations ("DCMR") to prepare students with disabilities for postsecondary education, vocational education, integrated or supported employment, continuing or adult education, adult services, independent living, and community participation upon completion of their DCPS education. Each student with a disability must have a transition plan in place as part of the Individualized Education Program ("IEP") no later than the age of 14 that outlines appropriate measurable postsecondary goals based upon age-appropriate transition assessments, related to training, education, employment, and, where appropriate, independent living skills, as well as the transition services and interagency responsibilities to assist the student in reaching these goals. 20 U.S.C. § 1414(d)(1)(A)(i)(VIII); 5-A DCMR § 3026.1

Transition services, as defined by the IDEA and the Rehabilitation Act of 1973, as amended, are a coordinated set of activities designed to facilitate a student's movement from school to post school activities and are based on the individual student's needs, strengths, preferences, and interests. Transition services include instruction, related services, community experiences, the development of employment and other post-school adult living objectives, and, when appropriate, acquisition of daily living skills and functional vocational evaluation. 20 U.S.C. § 1401 (34); 34 C.F.R. 361.5(c)(55). DDS/RSA is the agency responsible for providing comprehensive vocational and independent living services to persons with disabilities to promote their opportunities for employment, economic self-sufficiency, and independence under D.C. Official Code § 32-331. DDS/RSA works collaboratively with DCPS to provide transition services to students ages 14 through 22 to ensure an uninterrupted plan of services for students from the secondary education environment to postsecondary employment, training, and placement.

The Workforce Innovation and Opportunity Act ("WIOA") (Pub. L. 113-128, 128 Stat. 1425), which is codified generally at 29 U.S.C. § 3101, *et seq.*), enacted on July 22, 2014, further expanded the responsibility of DDS/RSA for the obligation of transition services to include the provision of Pre-Employment Transition Services ("Pre-ETS") to students with disabilities, which includes any age-eligible student with an IEP or 504 plan, enrolled in an educational program, who may need such services. Students who complete and submit the following: 1. DCPS Authorization to Release Records and 2. Either a Pre-ETS consent form OR Vocational Rehabilitation "VR" referral form are herein referred to as "known to DDS/RSA". Pre-ETS includes the provision of the following five required services to students ages 14-22 with disabilities:

- Job exploration counseling
- Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible
- Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs at institutions of higher education
- Workplace readiness training to develop social skills and independent living skills; and
- Instruction in self-advocacy.

II. LEGAL AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k).

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA under this MOU may provide Pre-ETS coordination to all DCPS students known to DDS/RSA, including coordination and arranging of the required five Pre-ETS. Additionally, Pre-ETS coordination activities will be provided in conjunction with the five required Pre-ETS services. DDS/RSA is able to fund the following Pre-ETS coordination services in order to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA:

- Attending IEP meetings for students with disabilities, when invited.
- Working with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment and other employment opportunities available throughout the school year, and apprenticeships. For example, DDS/RSA staff time spent developing Summer Youth Employment ("SYEP") opportunities, DDS/RSA internships for public charter school students, and work experience programming with the Department of Employment Services, and other

partners, including DDS/RSA providers, District of Columbia agencies and other entities may be charged to the funds reserved for the provision of Pre-ETS.

- Working with schools, including those carrying out activities under section 614(d) of the IDEA, to coordinate and ensure the provision of Pre-ETS in the manner described in Sections IV(A)(5) and IV(A)(6).
- When invited, attending person-centered planning meetings for individuals receiving services under Title XIX of the Social Security Act (42 U.S.C. § 1396 *et seq*.).

The goal of providing Pre-ETS is to improve postsecondary outcomes for students with disabilities, including increasing the number of students who participate in employment, training, or postsecondary education following exit from secondary education.

After the five (5) required services (see bullets above) have been made available to all Pre-ETS eligible students in need of such services and DDS/RSA determines funds remain, DCPS is authorized to fund the services in the nine (9) bullet points below. In accordance with Title IV of WIOA, the services listed below are designed to improve the transition of students with disabilities receiving Pre-ETS who are known to DDS/RSA, from school to postsecondary education or employment:

- Implementing effective strategies to increase the likelihood of independent living and inclusion in communities and competitive integrated workplaces,
- Developing and improving strategies for individuals with intellectual disabilities and individuals with significant disabilities to live independently; participate in postsecondary education experiences; and obtain, advance in, and retain competitive integrated employment,
- Providing instruction to vocational rehabilitation counselors, school transition personnel, and other persons supporting students with disabilities
- Disseminating information about innovative, effective, and efficient approaches to achieve the goals of this section;
- Coordinating activities with transition services provided by local educational agencies under the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq*.)
- Applying evidence-based findings to improve policy, procedure, practice, and the preparation of personnel, to better achieve the goals of this section;
- Developing model transition demonstration projects
- Establishing or supporting multistate or regional partnerships involving States, local educational agencies, designated State units, developmental disability agencies, private businesses, or other participants to achieve the goals of this section;

- Disseminating information and strategies to improve the transition to postsecondary activities of individuals who are members of traditionally unserved and underserved populations.

Once DDS/RSA has determined availability of reserved funds for authorized activities, DDS/RSA will notify DCPS that it is allowed to provide the nine authorized activities. If DCPS completes any of the above nine authorized activities, they must include documentation and reporting requirements specific to those activities. If these funded positions spend any time carrying out those activities, the time spent on the activities should be recorded on the personnel activity reports submitted monthly to DDS/RSA, for DDS/RSA to differentiate and approve the time charged that was for one or more of the required, coordination, or authorized activities.

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 (DCPS)

DCPS shall employ three (3) Workforce Development Coordinators with funding provided by DDS/RSA through this MOU. Coordinators will identify and inform DCPS students with disabilities of Pre-ETS offered by DDS/RSA; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA to coordinate and ensure the provision of Pre-ETS services.

1. DCPS will inform students with disabilities of the VR services that are available to foster an informed decision. The Workforce Development Coordinator and Job Placement Specialist positions funded by DDS/RSA through this MOU coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent and review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA.
2. DCPS will provide student level data and documentation of a disability to demonstrate students' potentially eligible status for VR or Pre- ETS.
3. Upon DDS/RSA review and approval of documentation and services needed prior to service delivery, coordinate with the VR specialists to ensure service delivery.

Once the three criteria listed above are met (see A1-A3 above), then the following functions can be performed:

a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling and paid employment opportunities for students.
b. Monitor students' progress in work-based learning experiences

arranged through the Workforce Development Coordinator.

c. Provide counseling to students and their families on opportunities for enrollment in comprehensive vocational training programs or post-secondary educational programs at institutions of higher education.
d. Provide workplace readiness training.
e. Develop self-advocacy skills and independent living.
f. Work with teachers to align students' transition goals to situational job sampling activities and assist teachers with finding situational job sampling opportunities for students.
g. Coordinate among DDS/RSA VR Specialists and the school's IEP team to align IEP transition goals with Individualized Plan for Employment (IPE) employment goals.
h. Review individual student IEP transition plans for the incorporation of Pre-ETS required activities.

3. DCPS Transition staff will coordinate with students with disabilities who elect to receive Pre-ETS, to complete either a DDS/RSA VR referral or Pre-ETS consent. The DCPS Transition staff review the VR referral or Pre-ETS consent to ensure all relevant and required information is provided to DDS/RSA. DCPS shall provide work readiness training sessions to eligible and potentially eligible students with disabilities, referred to as known to DDS/RSA. The process for reporting each student who has received work readiness training sessions is outlined in Section IV(B)1 (DDS/RSA responsibilities). Roles within DCPS funded by DDS/RSA under this MOU will work in collaboration with DDS/RSA VR Specialists, in consultation with Supervisory VR Specialists and the DDS/RSA Transition Project Manager, to design monthly Pre-ETS training sessions. The training sessions, co-facilitated by both DDS/RSA VR Specialists and DCPS positions funded under this MOU, will be offered at DCPS school sites serving enrolled transition-age students with an IEP or 504 plan.

a. Anacostia High School
b. Ballou High School
c. Ballou STAY
d. Bard Early College High School
e. Cardozo High School
f. Columbia Heights Education Campus
g. Coolidge High School
h. Dunbar High School
i. Eastern High School
j. Jackson Reed High School
k. Luke C. Moore
l. MacArthur High School
m. River Terrace Education Campus
n. Ron Brown High School
o. Roosevelt High School

p. Roosevelt STAY
q. Woodson, H.D. High School

4. DCPS shall provide work readiness training in the following areas:
    a. Communication
    b. Positive Attitudes
    c. Teamwork
    d. Problem Solving
    e. Talking/Writing
    f. Cooperation
    g. Active Listening
    h. Decision Making
    i. Conflict Resolution
    j. Reading Body Language
    k. Empathy
    l. Professionalism
    m. Supporting others
    n. Respect for co-workers
    o. Appropriate Hygiene in the work environment
    p. Appropriate Dress in the work environment
    q. Appropriate Behavior in the work environment
    r. Time Management
    s. Healthy Lifestyle
    t. Using a Cell Phone
    u. Using Transportation
    v. Money Management
    w. Using Technology
    x. Accessing Community Services and Supports
    y. Community Safety
    z. Civic Responsibility

5. DCPS shall employ one (1) Job Placement Specialist funded by DDS/RSA through this MOU. The Job Placement Specialist will work with Workforce Development Coordinators and the DDS/RSA Employment Coordinator to coordinate Pre-ETS by identifying and informing any DCPS students with disabilities of service offerings; and provide Pre-ETS to students known to DDS/RSA. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DCPS will provide student level data, personnel activity reports referenced in this section, and documentation of a disability to demonstrate students potentially eligible status for VR or Pre-ETS. After students elect to receive DDS/RSA services by submitting a VR Referral or Pre-ETS consent form, and

DDS/RSA approves such services, the Job Placement Specialist will provide Pre-ETS services referenced in Section I. In addition to providing such Pre-ETS services, the Job Placement Specialist may also provide the following Job Placement Activities, provided they do not spend more than 25% of their time on such activities and spend at least 75% of their time on the coordination and delivery of Pre-ETS:

a. Develop community partnerships with private businesses and government agencies that could serve as internships, job sampling, and paid employment opportunities for students.
b. Work with the local workforce development boards, one-stop centers, and employers to develop work opportunities for students with disabilities, including internships, summer employment, and other employment opportunities available throughout the school year, and apprenticeships.
c. Research data about industries, companies, labor market statistics, and employment trends.
d. Transfer research findings into meaningful information that can assist the VR specialist to facilitate the employment of specific individuals who are ready for job placement.
e. Provide services to employers such as teaching them the benefits of hiring people with disabilities.
f. Perform job analysis to determine job requirements.
g. Work with employer supervisors to educate them on how to identify the needs of students who require auxiliary aids, services, or other accommodations while on the job.
h. Consult with the personnel or human resource department about hiring practices.
i. Review IEP transition plans with students to ensure alignments with the employment goal on their IPE, which is supported by the student's interests and abilities.
j. Instruct students in motivational training, job seeking skills, and job retention skills, as well as any other topics beneficial to the students needs.
k. Form and coordinate effective advisory groups to support students in the program.
l. Ensure accurate record keeping including student demographics, case files, and referrals.
m. Maintain an active employer contact database.
n. Match employer needs to student skills.
o. Maximize the number of students who achieve competitive integrated full-time employment through participation in Pre-ETS.
p. Maximize the number of students who achieve competitive integrated part-time employment through participation in Pre-ETS.

q. Maximize wages for those placed in competitive integrated employment through participation in Pre-ETS.
r. Attend and participate in meetings, staff development sessions, and in-service training as assigned.

6. Workforce Development Coordinators will attribute 100% of their time to the coordination and provision of Pre-ETS required activities. Only students known to DDS/RSA may receive Pre-ETS. DDS/RSA will review all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If time is spent outside of Pre-ETS delivery or coordination, DDS/RSA will flag this time for DCPS to review and determine if time should be charged to DCPS as opposed to the VR agency. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. To demonstrate that the individuals served meet the definition of a student with a disability, DCPS must provide documentation of a disability to DDS/RSA or DCPS shall not charge time against this MOU.
7. DCPS shall only assign the Workforce Development Coordinators and Job Placement Specialist tasks or duties that are in direct support of, Pre-ETS required activities. However, there is an exception for the 25% of the Job Placement Specialist's time dedicated to VR activities, as outlined in Section III.B.4 above. Workforce Development Coordinators and Job Placement Specialist Pre-ETS tasks or duties shall include the activities listed in sections 113(b) and 113(c)(1)(3)(9) of WIOA, and the coordination of transition activities as defined by IDEA.
8. DDS/RSA requires monthly submission of each of these funded positions' time reporting activities including, direct Pre-ETS and coordination activities. DDS/RSA requires DCPS to submit student level data, to include supporting documentation of disability, for all students known to DDS/RSA. DCPS is required to submit monthly documentation of each of these activities to the RSA Transition Program Manager and RSA Transition Project Manager to ensure that no funds are being expended outside of the Pre-ETS delivery and/or Pre-ETS coordination of services. Coordination of services means verifying Pre-ETS status of DCPS students, gathering disability documentation, working with schools (including those carrying out activities under section 614(d) of the IDEA) to coordinate and ensure the provision of Pre-ETS services, and informing students with disabilities of the VR services that are available to foster an informed decision, and are allowable services under this MOU. DDS/RSA reviews and approves documentation and services needed prior to service delivery. Upon submission of these monthly activities, DDS/RSA will review to ensure that all reported activities are aligned with direct or coordinated provision of Pre-

ETS. Should the United States Department of Education ("ED") require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to the ED in a manner consistent with applicable law and regulations.

B. RESPONSIBILITIES OF BUYER AGENCY (DDS/RSA)

1. DDS/RSA will transfer funds to DCPS to allow DCPS to hire and/or employ up to three (3) Grade 13 Workforce Development Coordinators with training in secondary special education and/or transition. DDS/RSA will continue to provide full funding for the three Workforce Development Coordinators at their annual salary and fringe benefits rate, so long as there is sufficient documentation to demonstrate that their time spent benefits the VR program and carries out VR services described in this agreement. The DDS/RSA cost for a full program year for FY24, for the employment of the Workforce Development Coordinators is not to exceed, Three Hundred Eight Thousand, Nine Hundred Eighteen Dollars and Sixty-Three Cents ($308,918.63). The responsibilities of the Workforce Development Coordinators are described above in Section IV(A)(1). The purpose of the funded positions is required Pre-ETS and coordination activities, to include identifying and informing any DCPS student with disabilities about Pre-ETS offerings. Additionally, these positions provide the required five Pre-ETS to students with disabilities once authorized/approved by DDS/RSA, who are either potentially eligible (Pre-ETS consented) or eligible VR recipients, for the benefit of the VR program.
2. DDS/RSA will transfer funds to DCPS to hire and/or employ up to one (1) Grade 14 Job Placement Specialist with job placement training and/or experience to facilitate paid work experiences for students with disabilities who want to participate in Pre-ETS. The DDS/RSA cost for a full program year for FY24 is not to exceed amount of One Hundred Twenty-One Thousand, Six Hundred and Ninety Dollars, and Fifty-Four ($ 121,690.54). The responsibilities of the Job Placement Specialist are described below in Section II(B)(4).
3. DDS/RSA will maintain responsibility for the Workforce Development Coordinator and Job Placement Specialist positions and the funding that supports them. This includes establishing the roles, responsibilities, and requirements for the Workforce Development Coordinators and Job Placement Specialist positions. These criteria include, but are not limited to, a description of duties, minimum qualifications required for the position, and opportunity for the applicant to provide examples of specialized experience pertinent to the position. DDS/RSA will work collaboratively with DCPS to fill these positions and set the educational requirements for each role. DDS/RSA will participate in the hiring process and a representative from DDS/RSA will be present on the interview panel. DDS/RSA will contribute to the final selection for any positions hired via this MOU.

4. DDS/RSA will review monthly, all reported time for Pre-ETS delivery or coordination for students who were served by DCPS transition staff. If DDS/RSA finds that reporting time for Pre-ETS delivery or coordination was not consistent with the provision of Pre-ETS, DDS/RSA will initiate an audit of staff's time to review and ensure that funds are being expended for the sole benefit of eligible or potentially eligible students with disabilities and/or VR recipients. Should DDS/RSA find that funds were expended not in accordance with 34 C.F.R. § 361.13(c)(1)(iv), DDS/RSA will initiate reclamation of the expended funds from DCPS. If a dispute arises regarding the reclamation of funds, DDS/RSA will raise a dispute as outlined in Section XIII of this MOU titled: "Resolution of Disputes."
5. DDS/RSA will maintain non-delegable functions and retain sole responsibility for the allocation and expenditure of VR funds. Specifically, DDS/RSA will retain the sole responsibility for all decisions affecting eligibility for VR services, the nature and scope of available services, and the provision of these services (34 C.F.R. § 361.13(c)(1)(i)), as well as the allocation and expenditure of VR funds (34 C.F.R. § 361.13(c)(1)(iv)).
6. DDS/RSA will only pay the cost of DCPS staff members providing coordination and delivery of Pre-ETS in accordance with this MOU (2 C.F.R. § 200.303(a)). The exception to this is the job placement specialist position which has 25% of its position devoted to VR activities.
7. DDS/RSA will collaborate with DCPS to execute a minimum of six (6) site visits annually to verify that staff funded through DDS/RSA are delivering the required activities for Pre-ETS and job placements. If DCPS is found to be out of compliance with the expectations outlined in the MOU for staff, written notification including proposed action, will be delivered to the DCPS POC within five (5) business days. DDS/RSA requires DCPS to submit monthly student level data, personnel activity reports, and supporting documentation of a disability for students known to DDS/RSA. No services are to be provided for students who have not been referred to or provided a Pre-ETS consent.
8. Through PeopleSoft, DDS/RSA shall track and verify the approved time Workforce Development Coordinators and Job Placement Specialists spend providing the services pursuant to this agreement and the tasks/duties set forth in their respective job descriptions. All DDS/RSA funded positions must track the data of all students served to demonstrate the time spent in coordination efforts, identifying and informing DCPS students with disabilities about service offerings; or Pre-ETS provision, with Pre-ETS provision solely benefiting potentially eligible (Pre- ETS consented) or eligible VR recipients. Additionally, DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations (excluding school sites, unless prior approval is granted) to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:

a. DCPS' achievement of standards outlined within the MOU for delivery of Pre-ETS and job placements related to work-based learning experiences;
b. DCPS' overall program effectiveness and efficiency of delivery of Pre-ETS and job placements; and
c. Consumer satisfaction survey results of the DCPS' service delivery.

9. Concurrently with the five required Pre-ETS services being provided to all students with disabilities know to DDS/RSA, DDS/RSA may fund the following coordination activities in order to improve the transition of students with disabilities from school to postsecondary education or employment:
    a. Attending Individualized Education Program (IEP) meetings for students with disabilities when invited along with the VR specialist. For example, time spent by the VR specialist discussing one or more of the required activities with a student with a disability during their IEP meeting, may be charged to the funds reserved for the provision of Pre-ETS.
    b. Developing work opportunities for students with disabilities with local workforce development boards, one-stop centers, and employers, including internships, summer employment, and other employment opportunities
    c. Working with schools to coordinate and ensure the provision of Pre-ETS. For example, DDS/RSA staff time spent on the coordination and provision of Pre-ETS with local educational agencies may be charged to the funds reserved for the provision of Pre-ETS.
    d. When invited, attend person centered planning meetings for students receiving services under Title XIX of the Social Security Act (Medicaid).
    e. For example, time spent by DDS/RSA staff attending person-centered planning meetings that focus on Pre-ETS may be charged to the funds reserved for the provision of Pre-ETS.

C. JOINT RESPONSIBILITIES OF BUYER (DDS/RSA) and SELLER AGENCY (DCPS)

1. A DDS/RSA Supervisor will participate on interview panels for the hiring of the RSA-funded Workforce Development Coordinator and the Job Placement Specialist positions. Participation is defined as proposing performance tasks, evaluating performance tasks, and participating in a panel interview. The final hiring decision will have coordinated authority between the DCPS designee and the DDS/RSA designee. The DDS/RSA Supervisor will provide feedback to assist with the identification of the most qualified candidate to fill the position in collaboration with the DCPS hiring manager. DDS/RSA will strongly weigh the feedback from DCPS in

the hiring process and will provide justification in writing to DCPS if a disagreement arises.

2. The Parties shall work together to obtain signed, written consent valid under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and IDEA Part B (20 U.S.C. § 1400; 34 C.F.R. Part 300) from the affected parent or adult student prior to DCPS disclosing any personally identifiable information ("PII") from any student's education record to DDS/RSA, in accordance with Section IV of this MOU. For DDS/RSA to maintain administrative controls over this MOU, DDS/RSA must be able to verify that students first meet the definition of a student with a disability and need the services before they are provided. This means DCPS must submit consent for Pre-ETS and documentation of the student's disability or a VR referral to DDS/RSA. Student PII to be shared by DCPS with DDS/RSA upon consent shall include:
    a. Full Name (First & Last)
    b. Date of Birth
    c. Unique Identifier (USI Number)
    d. Race (if available)
    e. Ethnicity (if available)
    f. Disability Status (IEP or 504 Plan)
    g. Start date of Pre-ETS services
    h. Type of Pre-ETS service(s) provided.

    Students may elect to submit social security number, race, and ethnicity data directly to DDS-RSA via the Pre-ETS consent form or VR referral form.
3. The Parties shall track the number of students in work-based learning experiences and identify those who are ready to:
    a. move to an additional school-based training program.
    b. be competitively employed in an integrated setting;
    c. move to a postsecondary training program after exit from school; or
    d. move to a postsecondary education program prior to competitive integrated employment.
4. The DDS/RSA VR Supervisors will meet monthly with the DCPS Job Placement Specialist, DCPS Workforce Development Program Manager, and DCPS Secondary Transition Director to ensure coordination of services, at DCPS schools.
5. The Parties will work jointly to deliver pre-ETS to all eligible students with disabilities aged 14-22 enrolled in DCPS, known to DDS/RSA.
6. The Parties will work jointly to ensure reporting of Student level data is completed.

a. DCPS shall report Student level data to DDS/RSA on all students known to DDS/RSA.
b. DDS/RSA reports students served within the District using the following process:
   i. DCPS, as the provider of Pre-ETS, is responsible for identifying and reporting student level data including full name, age, date of birth, school name and which of the required activities are provided, per student.
   ii. The VR counselor will document Pre-ETS sessions provided monthly by documenting the participating student's information and Pre-ETS service provided on the Pre-ETS Spreadsheet. The VR counselor shall follow the steps provided on the Pre-ETS Spreadsheet data entry guide.
   iii. The DDS/RSA case information form is an electronic form completed by VR staff to document the provision of Pre-ETS in the Case Management System (CMS) for students who have completed a Pre-ETS consent form.
   iv. To document Pre-ETS that have been delivered in-house or externally the VR counselor shall follow the steps provided on the Pre-ETS Case Information Form Process Guide.
   v. Case notes are used to document the provision of Pre-ETS within the student's case record for students who have completed a Pre-ETS consent form.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be from October 1, 2023 (the "effective date") through September 30, 2024, unless early terminated pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of *two (2)* of *one-year* option period(s). Option periods may consist of a fiscal year, a fraction thereof, or multiple successive fractions of a fiscal year. Buyer Agency (DDS/RSA) shall provide Seller Agency (DCPS) with written notice of its intent to exercise an option period at least *thirty (30) days* before the expiration of the initial or extended term of this MOU. The exercise of an option period is subject to the availability of funds at the time it is exercised.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency (DDS/RSA) for the goods and/or services provided under this MOU shall not exceed $430,609.17 for Fiscal Year 2024. The total cost of the goods and/or services is based on the Buyer (DDS/RSA) and Seller Agency's (DCPS) estimate of the actual cost of the goods and/or services that will be provided under this MOU. The total and actual cost of salary and fringe benefits for one Job Placement Specialist under this MOU shall not exceed $121,690.54 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

1. The total and actual cost of salary and fringe benefits for three (3) Workforce Development Coordinators under this MOU shall not exceed $308,918.63 for fiscal year 2024. Costs in subsequent years could increase based on Cost-of-Living Adjustments (COLA) and periodic raises.

Position Title	Grade	Cost FY24
Coordinator (1)	13	$ 108,665.70
Coordinator (2)	13	$ 97,280.86
Coordinator (3)	13	$ 102,972.07
Specialist	14	$121,690.54
Total		**Total $ 430,609.17**

2. The total and actual cost for all goods and services under this MOU shall not exceed $430,609.17 for fiscal year 2024.
3. The Parties may revise the type of services covered by this MOU by executing a modification agreement any time prior to the expiration of the term of this MOU; provided, however, any modification agreement resulting in an increase in the total cost of goods and services under this MOU is subject to the availability of funds.
4. Should the cost for goods and services be less than the estimated costs, DCPS will return the excess funds to DDS/RSA.
5. In the event of termination of the MOU, payment to DCPS shall be held in abeyance until all required fiscal reconciliations, but not longer than September 30, 2024.
6. DDS/RSA cannot transfer fiscal year 2024 funds until the beginning of fiscal year 2024.

B. PAYMENT

1. By October 1, 2023, the Buyer Agency (DDS/RSA) 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 (DCPS) to directly charge the Project

for the costs the Seller Agency (DCPS) incurs in providing goods and/or services under this MOU.

2. The Seller Agency (DCPS) shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.
3. For each charge made directly against the Interagency Project via an accounting transaction, the Seller Agency (DCPS) shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency (DCPS) purchases made through PASS, Seller Agency (DCPS) must include the Buyer Agency (DDS/RSA) representative in the approval flow as a "Watcher". This excludes personnel costs documented in Peoplesoft.
4. The Seller Agency (DCPS) is required to inform the Buyer Agency (DDS/RSA) if a position is going to be hired in excess of the Grade/Step and Amount set forth in this MOU prior to final hiring. The MOU shall be amended and if necessary, the budget should be reprogrammed before the hire date of the employee(s).

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 statues 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 (DCPS) will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements of this MOU. DCPS shall grant admittance to the DDS Quality and Performance Management Team at its administrative and program service locations to facilitate completion of quarterly announced and unannounced monitoring activities that support collection of information

and reporting of findings related to this MOU. Entry at school sites is permissible only with prior approval.

X. RECORDS AND REPORTS

A. The Buyer Agency (DDS/RSA) and Seller Agency (DCPS) 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 (DDS/RSA) and Seller Agency (DCPS) 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 thirty (30) calendar days advance written notice to the other Party.

B. In the event of termination of this MOU, the Buyer Agency (DDS/RSA) and Seller Agency (DCPS) shall reconcile any amounts due to the Seller Agency (DCPS) under this MOU. The Buyer Agency (DDS/RSA) shall not remove funding from the Interagency Project established pursuant to section VI.B. of this MOU until the Seller Agency (DCPS) 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 (DCPS).

XII. NOTICES

The following individuals are the contact points for each Party:

<u>Buyer Agency (DDS/RSA)</u>
Angela Spinella
Program Manager, Transition
250 E St. SW, Washington, DC 20024
Angela.spinella@dc.gov
202-730-1700

<u>Seller Agency (DCPS)</u>
Ashlie Jones
Director, Postsecondary Transition
1200 First Street, NE, Washington, DC 20002
Ashlie.jones2@k12.dc.gov
202-329-9177

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Angela Spinella at *Department on Disability Services, Rehabilitation Services Administration,* and Ashlie Jones at *District of Columbia Public Schools* for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the agency designee of *the Department on Disability Services, Rehabilitation Services Administration,* and the *District of Columbia Public Schools* for resolution. In the event the parties cannot resolve a dispute, the matter shall be referred to the City Administrator. The decision of the City Administrator related to any disputes referred shall be final. In the event the parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems within the District's Office of the Chief Financial Officer.

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, including, but not limited to, FERPA, a federal law that protects the privacy of student educational records. Information sent by DCPS to DDS/RSA in the performance of responsibilities associated with the performance of this MOU shall remain the property of DCPS.

In order to provide more targeted, individualized post-secondary transition planning, and subsequently allow DCPS to better prepare students for post-secondary employment, education, and independent living, DDS/RSA requires certain PII from the education records of students served under this MOU. To the extent PII is not available, DCPS will provide information to DDS/RSA on the coordination activities so that it can be properly charged for coordination of Pre-ETS as opposed to delivery of Pre-ETS to a specific student. Under the IDEA, parental or adult student consent must be obtained "before personally identifiable information is released to officials of participating agencies providing or paying for transition services…" (34 C.F.R. § 300.622(b)(2)). DDS/RSA will collaborate with DCPS to ensure that the affected parent or adult student provides such consent prior to DCPS releasing any PII on the relevant student to DDS/RSA to assist with that student's transition planning. Should the United States Department of Education ("ED") require information on the number of students engaged by DCPS in coordination of service efforts as part of an audit of any services provided using funds transferred under this MOU, DCPS will provide such information directly to ED in a manner consistent with applicable law and regulations.

IN WITNESS WHEREOF, the Parties have executed this MOU as follows:

Department On Disability Services

April 10, 2024

Andrew Reese
Director

Date

4.9.2024

Darryl Evans
Deputy Director, RSA

Date

District of Columbia Public Schools

box SIGN 15Q6WKVW-467RY5LP

Apr 26, 2024

Lewis D. Ferebee, Ed.D.
Chancellor

Date

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES

Andrew Reese, Director
One Independence Square
250 E Street, SW, Washington, DC 20024
202.730.1700 | www.dds.dc.gov

LIFE. YOUR WAY.

May 13, 2024

Chancellor Lewis Ferebee
1200 First Street, NE
Washington, DC 20002

Dear Chancellor Ferebee:

As discussed between our respective staff and pursuant to Section XI of the attached Memorandum of Understanding ("MOU") between the Department on Disability Services/ Rehabilitation Services Administration ("DDS/RSA" or "the Agency") and the District of Columbia Public Schools ("DCPS"), executed on April 26, 2024, this notice serves to terminate the MOU for Fiscal Year ("FY") 2024. The termination will be effective July 31, 2024. DDS/RSA will not be issuing a letter of intent to extend the period of the MOU by exercising its one-year option for FY25, signifying the Agency's intention not to renew the MOU with DCPS. Instead, we plan to integrate the functions of the MOU into DDS/RSA, with a plan to bring these functions in-house at DDS, effective July 28, 2024.

Thank you for your continued dedication and support as we navigate this important transition.

Sincerely,

Darryl Evans

Darryl Evans
Deputy Director
Rehabilitation Services Administration

Andrew Reese
Director

Enclosure: FY 24 DDS_DCPS MOU

DDS FY25 MOUs

Fiscal Year	Amount	Agency	DDS Program	Service (Per MOU Doc)	Person Responsible	Buyer/Seller	Expiration Date
FY25	$447,686	DACL	AMP	Office Space for DACL Employees	Thomas Morris	Seller	30-Sep-25
FY25	$560,641	OCP	AMP	Procurement Reform for FY25	Thomas Morris	Buyer	30-Sep-25
FY25	$100,960,676	DHCF	DDA	IDD HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25
FY25	$641,606	DHCF	DDA	IFS HCBS Waiver Program	Winslow Woodland	Buyer	30-Sep-25

MEMORANDUM OF UNDERSTANDING
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF AGING AND COMMUNITY LIVING
AND
DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES
FOR FISCAL YEAR 2025

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered into between the Department of Aging and Community Living ("DACL" or "Buyer Agency") and the Department on Disability Services ("DDS" 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 purpose of this MOU is to clarify the Parties' obligations and commitments regarding the office space and facilities to be provided for DACL's employees at DDS's offices located at 250 E Street, S.W., Washington, D.C. 20024-3208 (the "Facility").

DACL's mission is to advocate, plan, implement, and monitor programs in health, education, and social services for the elderly; to promote longevity, independence, dignity, and choice for aged District residents, District residents with disabilities regardless of age, and caregivers; to ensure the rights of older adults and their families, and prevent their abuse, neglect, and exploitation; to uphold the core values of service excellence, respect, compassion, integrity, and accountability; and to lead efforts to strengthen service delivery and capacity by engaging community stakeholders and partners to leverage resources.

DDS's mission is to provide innovative high-quality services that enable people with disabilities to lead meaningful and productive lives as vital members of their families, schools, workplaces, and communities in every neighborhood in the District of Columbia.

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

1. Provide DACL with a total of 9,434 square feet of space, including one (1) office and 43 cubicles in the Facility.
2. Allow DACL use of postage.
3. Permit DACL access to and use of conference rooms, the gym, the roof top, three (3) wellness rooms, three (3) kitchens, and the trash disposals in the Facility.
4. Permit DACL access to and use of copiers and printers in the Facility.

B. RESPONSIBILITIES OF BUYER AGENCY

1. Provide computer hard drives, monitors, telephones, and office equipment and/or supplies for its employees.
2. Identify and share with DDS the names, employee numbers, badge information, and tours of duty of the employees assigned to the Facility.

V. DURATION OF THIS MOU

A. PERIOD

The period of this MOU shall be retroactively effective to October 1, 2024 (the "effective date") through September 30, 2025, unless early terminated in writing by the Parties pursuant to Section XI of this MOU.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total Fiscal Year 2025 cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed **$447,686.00**, i.e., 9,434 square feet multiplied by $47.00 per square foot for the use of office space, and $4,288.00 for the use of postage, copiers and printers. The total cost of the goods and/or services is based on the Buyer and Seller Agencies' estimate of the actual cost of the goods and/or services that will be provided under this MOU.

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 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 made directly against the Interagency Project via an accounting transaction, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable. For Seller Agency purchases made through PASS, Seller Agency must include the Buyer Agency representative in the approval flow as a "Watcher." This excludes anything other than personnel costs documented in Peoplesoft.

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 statues 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 60 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

Angela Richardson
Chief of Staff
500 K Street, N.E.
Washington, D.C. 20002
Angela.Richardson1@dc.gov

Seller Agency

T. Jared Morris
Chief of Staff
250 E Street, S.W.
Washington, D.C. 20024
Thomas.Morris@dc.gov

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the above contact points for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DACL and DDS 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:

DEPARTMENT OF AGING AND COMMUNITY LIVING

Charon P.W. Hines

Charon P.W. Hines
Director

12/18/2024
Date

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese

Andrew P. Reese
Director

12/13/2024
Date

MODIFICATION NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF DISABILITY SERVICES
AND
OFFICE OF CONTRACTING AND PROCUREMENT
FOR FY 2025

This Modification amends the Memorandum of Understanding signed by the Department on Disability Services ("DDS") on November 28, 2022, and by the Office of Contracting and Procurement ("OCP") on November 29, 2022 ("MOU"). DDS and OCP are hereinafter collectively referred to as the "Parties," and they now desire to modify the MOU as follows:

I. **Section IV. DURATION:** Pursuant to Section IV.B, the Parties hereby agree to extend the term of this MOU for one year commencing on October 1, 2024 through September 30, 2025.

II. **Section VI. FUNDING PROVISIONS: Section** VI. is hereby modified as follows:

A. COST OF GOODS AND SERVICES

1. Total cost for goods and services under this MOU shall not exceed $560,641.46 for Fiscal Year 2025.

PERSONNEL SERVICES

Job title(s): One (1) CS-11\2, one (1) CS-12\2, one (1) CS-13\8 and one (1) MSS-15\0 FTEs

Position	Salary	Benefits	Total
CS-11\2	$77,761.59	$17,029.79	$94,791.38
CS-12\2	$96,419.66	$21,115.90	$117,535.56
CS-13\8	$130,717.00	$28,627.02	$159,344.02
MSS-15\0	$155,020.91	$33,949.58	$188,970.49

TOTAL PERSONNEL SERVICES: $560,641.46

2. Funding for goods and services shall not exceed the actual cost of the goods and services.

3. Funding shall be applied only to the costs covered by this MOU.

B. PAYMENT

1. DDS shall advance funds in the above amount through an Intra-District transfer to OCP for the amount specified in Paragraph A (Cost of Goods and Services) within 14 calendar days of the last signature on this Modification.

All other terms and conditions of the MOU shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Modification to MOU as follows:

DISTRICT DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese

Date: 12/13/24

Andrew P. Reese
Director

OFFICE OF CONTRACTING AND PROCUREMENT

Nancy K. Hapeman/MAS

Date: 12/16/2024

Nancy Hapeman
Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE

(Term: October 1, 2024 – September 30, 2025)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community Based Services waiver program for persons with Intellectual and Developmental Disabilities ("IDD") (referred to herein as the "IDD HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with IDD through its DDA. DDS/DDA accomplishes these objectives

through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IDD HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 1900.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IDD HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IDD HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IDD HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IDD HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IDD HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of two, one-year option periods for IDD HCBS waiver years 4 (FY 2026) and 5 (FY 2027). Waiver years 3 through 5 run from October 1, 2024, through September 30, 2027, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The

exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $100,960,676.30 for Fiscal Year 2025. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IDD HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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.

The Seller agency will be subjected 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

Buyer Agency
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

Andrew P. Reese
Director

10/9/24
Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT ON DISABILITY SERVICES
AND
THE DEPARTMENT OF HEALTH CARE FINANCE
(Term: October 1, 2024 – September 30, 2025)

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Department on Disability Services ("DDS"), Developmental Disabilities Administration ("DDA"), the buyer agency ("Buyer"), and the Department of Health Care Finance ("DHCF"), the seller agency ("Seller"), and collectively referred to herein as the "Parties." This MOU establishes the terms and conditions under which DDS shall provide funding each fiscal year ("FY") to DHCF for payment of the local match to claim the Federal Financial Participation ("FFP") for the 1915 (c) Home and Community-Based Services waiver program for Individual and Family Support ("IFS") (referred to herein as the "IFS HCBS waiver").

II. LEGAL AUTHORITY FOR MOU

The general legal authority for MOUs/MOAs between District agencies is found at D.C. Official Code § 1-301.01(k). Other authority includes D.C. Law 17-109, the "Department of Health Care Finance Establishment Act of 2007," effective February 27, 2008 (D.C. Official Code § 7-771.01 *et seq.*); D.C. Law 16-264, the "Department on Disability Services Establishment Act of 2006," effective March 4, 2007 (D.C. Official Code § 7-761.01 *et seq.*); D.C. Law 2-137, the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," effective March 3, 1979 (D.C. Official Code § 7-1301.01 *et seq.*), as amended; and any other authority under the Parties' programs.

III. OVERVIEW OF PROGRAM GOALS AND OBJECTIVES

DHCF is the single state agency responsible for administering Title XIX of the Social Security Act (Medicaid, *see* 42 U.S.C § 1396). DHCF also administers the D.C. Health Care Alliance Program. DHCF develops eligibility, coverage, and payment policies for the Medicaid and Alliance programs; oversees or operates Medicaid-financed long-term supports and services to fee-for-service, managed care and waiver program enrollees; facilitates, supports, coordinates, and oversees the delivery of covered services by the District agencies; ensures that the Medicaid programs operated under the Memoranda of Agreement or Memorandum of Understanding by sister agencies are compliant with all federal and District laws and regulations; works to ensure that the District fully utilizes federal funding for covered Medicaid services; and analyzes new and existing federal and District health care delivery and financing policies to ensure that they promote efficient, effective and appropriate health care.

DDS is responsible under D.C. Official Code §§ 7-761.05 and 7-761.07 to develop, coordinate, deliver, and monitor a network of comprehensive clinical and habilitative services and supports to waiver participants with intellectual and developmental disabilities ("IDD") through its DDA.

DDS/DDA accomplishes these objectives through the recruitment of qualified providers, delivery of service coordination services, prior authorization and quality management and improvement system to ensure participant health and welfare. DDS/DDA operates the IFS HCBS waiver program by statutory and regulatory delegation from DHCF in accordance with D.C. Official Code § 7-761.07(a) and 29 DCMR § 9000.3.

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 DDS

DDS will identify to DHCF that portion of funding which DDS has available in each FY, budgeted for the IFS HCBS waiver program for purposes of making payments for the local match to claim FFP. In identifying this amount, DDS will work from the approved budget for the current fiscal year, the expended budget for the prior fiscal year, and the most up-to-date claims information from DHCF, in determining the exact amount of local funding available for this purpose. To the extent to which it has inadequate local funding available from budgeted amounts in any FY for the IFS HCBS waiver program for purposes of making payments for the local match, DDS will work with its Agency Fiscal Officer in recognition of its responsibility to ensure continued operation of the IFS HCBS waiver program for persons served by DDS/DDA to address potential shortfalls.

B. RESPONSIBILITIES OF DHCF

DHCF will work with its Agency Fiscal Officer and, in the exercise of its administrative authority and fiscal accountability for the IFS HCBS waiver in accordance with the terms of the approved waiver, will identify to DDS the paid claims total for the IFS HCBS waiver for the applicable time period.

V. DURATION OF THIS MOU

A. PERIOD

The funding period of this MOU shall be from October 1, 2024, through September 30, 2025, unless terminated in writing by the Parties prior to the expiration pursuant to Section XI of this MOU.

B. EXTENSION

The Parties may extend the period of this MOU by exercising a maximum of five, one-year option periods to the extent of a five-year renewal for IFS HCBS waiver years 1 through 5 (FYs 2026 to 30). Renewed IFS HCBs waiver years 1 through 5 are anticipated to run from October 1, 2025, through September 30, 2030, and therefore generally coincide with FYs for funding purposes. Option periods may consist of a year, a fraction thereof or multiple successive fractions of a year. Buyer shall provide notice of its intent to renew an option period prior to the expiration of the MOU to the extent possible. The exercise of an option

period is subject to the availability of funds at the time of the exercise of the option.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed $641,606.00 for Fiscal Year 2025. Funding for the goods and services shall not exceed the local match of the actual cost of the goods and services, defined as the actual IFS HCBS waiver program expenditures in the DHCF paid claims data system.

2. In the event of termination of the MOU, payment to the Seller shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Within five (5) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, other than personnel costs documented in Peoplesoft, the Seller Agency shall attach, to the Project, documentation that supports the charge, including invoices as applicable.

C. ANTI-DEFICENCY 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 statues 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 thirty (30) 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.

C. 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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for the respective parties under this MOU:

Buyer Agency
Winslow Woodland
Deputy Director DDA Department on Disability Services
250 E Street, SW, 5th Floor
Washington, DC 20024
Email: winslow.woodland@dc.gov
Telephone: (202) 730-1618

Seller Agency
Melisa Byrd
Senior Deputy Director/Medicaid Director
Department of Health Care Finance
441 Fourth Street, NW, 9th Floor
Washington, DC 20001
Email: melisa.byrd@dc.gov
Telephone: (202) 442-9075

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to Winslow Woodland, the DDS Deputy Director for DDA, and Melisa Byrd, the DHCF Senior Deputy Director/Medicaid Director, for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DDS and DHCF for resolution.

XIV. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT ON DISABILITY SERVICES:

10/9/24

Andrew P. Reese
Director

Date

DEPARTMENT OF HEALTH CARE FINANCE:

Wayne R. Turnage
Director

Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

DISTRICT OF COLUMBIA DEPARTMENT ON DISABILITY SERVICES

AND

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 Department on Disability Services ("DDS" or "Buyer") and the District of Columbia Department of Human Resources "(DCHR" or "Seller"), 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 objective of this MOU is to allow DCHR to provide DDS with executive level learning and development opportunities for DDS's senior-level employees ("Senior-Level Employees") and to establish the terms and conditions for reimbursing DCHR for the costs associated with administering an executive level learning and development program for Senior-Level Employees, hereafter referred to as the "Executive Leadership Program." The funds associated with this MOU are based upon the projected cost of the Executive Leadership Program and related services that will be rendered to DDS in FY2025.

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

In pursuit of the described objectives, DCHR shall:

1. Provide and/or procure instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program for Senior-Level Employees; and

2. Upon completion of the Executive Leadership Program, update the records for participating employees to reflect the completed training programs that each employee attended.

B. RESPONSIBILITIES OF BUYER AGENCY

In support of the above services, DDS shall:

1. Reimburse DCHR for all costs associated with instructor-led training sessions, employee development opportunities, and other resources related to the Executive Leadership Program; and

2. Provide DCHR, or ensure DDS employees provide DCHR, all documentation reasonably necessary to carry out its responsibilities under this MOU.

V. DURATION OF THIS MOU

The period of this MOU shall be from October 17, 2024, through June 25, 2025, unless terminated in accordance with Section XI prior to the expiration.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

The total cost to the Buyer Agency for the goods and/or services provided under this MOU shall not exceed thirteen thousand one hundred thirty-one dollars and fifteen cents ($13,131.15) for Fiscal Year 2025. The total cost of the goods and services is determined by multiplying the cost of the learning and development program ($13,131.15) by the number of participants (one) from DDS. Funding for goods and services shall not exceed the actual cost of the goods and/or services that will be provided under this MOU.

B. PAYMENT

1. Within ten (10) days after this MOU is fully executed, the Buyer Agency shall create an Interagency Project and fund it through an Award in the amount set forth in Section VI.A of this MOU. The Interagency Project shall be established in a manner that allows the Seller Agency to directly

charge the Project for the costs the Seller Agency incurs in providing goods and/or services under this MOU.

2. The Seller Agency shall charge the Interagency Project only for the actual cost of goods and/or services provided under this MOU.

3. For each charge against the Interagency Project, including 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 statues 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 (30) 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.

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 Seller Agency shall return any remaining advance of funds that exceeds the amounts due within thirty (30) days after the reconciliation or at the end of the fiscal year, whichever is earlier.

XII. NOTICES

The following individuals are the contact points for each Party:

Buyer Agency
T. Jared Morris
Chief of Staff
District of Columbia Department on Disability Services
250 E Street, SW, 6th Floor
Washington, DC 20024
(202) 730-1548

Seller Agency
Darnnella Adams
Management Analyst & Agency Receiver
Center for Learning & Development
District of Columbia Department of Human Resources
1015 Half Street SE, 9th Floor
Washington, DC 20001
(202) 442-9731

XIII. RESOLUTION OF DISPUTES

All disputes arising under this MOU shall be referred to the Chief Learning Officer at DCHR and the Chief of Staff at DDS for resolution. If these individuals are unable to resolve such a dispute, the dispute shall be referred to the directors of DCHR and DDS 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:

DEPARTMENT ON DISABILITY SERVICES

Andrew P. Reese
Director

12/13/24
Date

DEPARTMENT OF HUMAN RESOURCES

Charles Hall, Jr.
Director

Date

FY 2024

BUYER AGENCY	SELLER AGENCY	FUND	PROJECT	AWARD	COST CENTER	FUNDING SOURCE	DESCRIPTION OF SERVICES	REQUEST AMOUNT	COMMENTS	REFERENCE #	TRANSACTION TYPE
JM0	BY0	4020002	402198	2000807	70366	FEDERAL GRANTS	promote a philosophy of independent living	$64,480.00			Interagency
JM0	BY0	1010001	401833	1000109	70366	LOCAL FUNDS	promote a philosophy of independent living	$39,478.00			Interagency
JM0	BY0	1010001	402198	1000109	70366	LOCAL FUNDS	promote a philosophy of independent living	$25,000.00			Interagency
JM0	HT0	1010001	401012	1000240	70355	LOCAL FUNDS	IFS WAIVER	$1,031,750.46			Interagency
JM0	HT0	1010001	401011	1000243	70355	LOCAL FUNDS	IDD WAIVER	$101,159,843.00			Interagency
JM0	GA0	4020002	401937	2000808	70364	FEDERAL GRANTS	Transition services	$378,255.13			
JM0	RL0	1010001	400665	1000171		LOCAL FUNDS	case management services	$324,413.72			
BY0	JM0	1010001	402137	100077	50169	LOCAL FUNDS	OFFICE SPACE	$483,782.35			
HT0	JM0	4025002	401866	2001259, 2001520	70243, 70503	FEDERAL GRANTS	ARPA Initiatives	$3,255,632.14			
JM0	PO0	4020002	400580	2000802	70352	FEDERAL	Contract Services	$561,465.50			

FY 2025

AGENCY		FUND	ECT/GRANT	AWARD	COST CENTER	FUND	SERVICE	REQUEST AMOUNT	COMMENTS/DESCRIPTI	REFERENCE #	TRANSACTION TYPE
JM0	HT0	1010001	401012	1000240	70355	LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS	$641,606.00			Interagency
JM0	HT0	1010001	401011	1000243	70355	LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS	$100,960,676.30			Interagency
JM0	PO0	4020002	400580	2000802	70352	FEDERAL	Contract Services	$560,641.50			
JM0	GA0	4020002	401937	2000808	70364	FEDERAL GRANTS	Transition services	$378,255.13			

For FY 24 and FY 25, to date, list all intra-District transfers to or from DDS.

Provide a complete accounting for all Interagency Standard Request Form Agreements for FY 24 or FY 25 to date, including:
a. Buyer agency and Seller agency;
b. Attributes for the: Services GL – Buyers Program Cost & Cost Center Attributes; Buyers Fund Attributes; and the Buyer Project # - Assigned to Seller;
c. Funding source (i.e., local, federal, SPR);
d. Description of MOU services; and;
e. Total MOU amount, including any modifications.

FY 2024

BUYER AGENCY	SELLER AGENCY	FUND	PROJECT	AWARD	COST CENTER	FUNDING SOURCE	DESCRIPTION OF SERVICES	REQUEST AMOUNT	COMMENTS	REFERENCE #	TRANSACTION TYPE
JM0	BY0	4020002	402198	2000807	70366	FEDERAL GRANTS	promote a philosophy of independent living	$64,480.00			Interagency
JM0	BY0	1010001	401833	1000109	70366	LOCAL FUNDS	promote a philosophy of independent living	$39,478.00			Interagency
JM0	BY0	1010001	402198	1000109	70366	LOCAL FUNDS	promote a philosophy of independent living	$25,000.00			Interagency
JM0	HT0	1010001	401012	1000240	70355	LOCAL FUNDS	IFS WAIVER	$1,031,750.46			Interagency
JM0	HT0	1010001	401011	1000243	70355	LOCAL FUNDS	IDD WAIVER	$101,159,843.00			Interagency
JM0	GA0	4020002	401937	2000808	70364	FEDERAL GRANTS	Transition services	$378,255.13			
JM0	RL0	1010001	400665	1000171		LOCAL FUNDS	case management services	$324,413.72			
BY0	JM0	1010001	402137	100077	50169	LOCAL FUNDS	OFFICE SPACE	$483,782.35			
HT0	JM0	4025002	401866	2001259, 2001520	70243, 70503	FEDERAL GRANTS	ARPA Initiatives	$3,255,632.14			
JM0	PO0	4020002	400580	2000802	70352	FEDERAL	Contract Services	$561,465.50			

FY 2025

AGENCY		FUND	ECT/GRANT	AWARD	COST CENTER	FUND	SERVICE	REQUEST AMOUNT	COMMENTS/DESCRIPTI	REFERENCE #	TRANSACTION TYPE
JM0	HT0	1010001	401012	1000240	70355	LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS	$641,606.00			Interagency
JM0	HT0	1010001	401011	1000243	70355	LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS	$100,960,676.30			Interagency
JM0	PO0	4020002	400580	2000802	70352	FEDERAL	Contract Services	$560,641.50			
JM0	GA0	4020002	401937	2000808	70364	FEDERAL GRANTS	Transition services	$378,255.13			

For FY 24 and FY 25, to date, list all intra-District transfers to or from DDS.

Provide a complete accounting for all Interagency Standard Request Form Agreements for FY 24 or FY 25 to date, including:
a. Buyer agency and Seller agency;
b. Attributes for the: Services GL – Buyers Program Cost & Cost Center Attributes; Buyers Fund Attributes; and the Buyer Project # - Assigned to Seller;
c. Funding source (i.e., local, federal, SPR);
d. Description of MOU services; and;
e. Total MOU amount, including any modifications.

FY 2024

BUYER AGENCY	SELLER AGENCY	FUND	PROJECT	AWARD	COST CENTER
JM0	BY0	4020002	402198	2000807	70366
JM0	BY0	1010001	401833	1000109	70366
JM0	BY0	1010001	402198	1000109	70366
JM0	HT0	1010001	401012	1000240	70355
JM0	HT0	1010001	401011	1000243	70355
JM0	GA0	4020002	401937	2000808	70364
JM0	RL0	1010001	400665	1000171	
BY0	JM0	1010001	402137	100077	50169
HT0	JM0	4025002	401866	2001259, 2001520	70243, 70503
JM0	PO0	4020002	400580	2000802	70352

FY 2025

AGENCY		FUND	ECT/GRANT	AWARD	COST CENTER
JM0	HT0	1010001	401012	1000240	70355
JM0	HT0	1010001	401011	1000243	70355
JM0	PO0	4020002	400580	2000802	70352
JM0	GA0	4020002	401937	2000808	70364

For FY 24 and FY 25, to date, list all intra-District transfers to or from DDS.

Provide a complete accounting for all Interagency Standard Request Form Agreements for FY 24 or FY 25 to date, including:
a. Buyer agency and Seller agency;
b. Attributes for the: Services GL – Buyers Program Cost & Cost Center Attributes; Buyers Fund Attributes; and the Buyer Project # - Assigned to Seller;
c. Funding source (i.e., local, federal, SPR);
d. Description of MOU services; and;
e. Total MOU amount, including any modifications.

FUNDING SOURCE	DESCRIPTION OF SERVICES
FEDERAL GRANTS	promote a philosophy of independent living
LOCAL FUNDS	promote a philosophy of independent living
LOCAL FUNDS	promote a philosophy of independent living
LOCAL FUNDS	IFS WAIVER
LOCAL FUNDS	IDD WAIVER
FEDERAL GRANTS	Transition services
LOCAL FUNDS	case management services
LOCAL FUNDS	OFFICE SPACE
FEDERAL GRANTS	ARPA Initiatives
FEDERAL	Contract Services

FUND	SERVICE
LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS
LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS
FEDERAL	Contract Services
FEDERAL GRANTS	Transition services

REQUEST AMOUNT		COMMENTS	REFERENCE #
$64,480.00			
$39,478.00			
$25,000.00			
$1,031,750.46			
$101,159,843.00			
$378,255.13			
$324,413.72			
$483,782.35			
$3,255,632.14			
$561,465.50			

REQUEST AMOUNT	COMMENTS/DESCRIPTIC	REFERENCE #
$641,606.00		
$100,960,676.30		
$560,641.50		
$378,255.13		

TRANSACTION TYPE
Interagency
Interagency
Interagency
Interagency
Interagency

TRANSACTION TYPE
Interagency
Interagency

FY 2024

BUYER AGENCY	SELLER AGENCY	FUND	PROJECT	AWARD	COST CENTER
JM0	BY0	4020002	402198	2000807	70366
JM0	BY0	1010001	401833	1000109	70366
JM0	BY0	1010001	402198	1000109	70366
JM0	HT0	1010001	401012	1000240	70355
JM0	HT0	1010001	401011	1000243	70355
JM0	GA0	4020002	401937	2000808	70364
JM0	RL0	1010001	400665	1000171	
BY0	JM0	1010001	402137	100077	50169
HT0	JM0	4025002	401866	2001259, 2001520	70243, 70503
JM0	PO0	4020002	400580	2000802	70352

FY 2025

AGENCY		FUND	ECT/GRANT	AWARD	COST CENTER
JM0	HT0	1010001	401012	1000240	70355
JM0	HT0	1010001	401011	1000243	70355
JM0	PO0	4020002	400580	2000802	70352
JM0	GA0	4020002	401937	2000808	70364

For FY 24 and FY 25, to date, list all intra-District transfers to or from DDS.

Provide a complete accounting for all Interagency Standard Request Form Agreements for FY 24 or FY 25 to date, including:
a. Buyer agency and Seller agency;
b. Attributes for the: Services GL – Buyers Program Cost & Cost Center Attributes; Buyers Fund Attributes; and the Buyer Project # - Assigned to Seller;
c. Funding source (i.e., local, federal, SPR);
d. Description of MOU services; and;
e. Total MOU amount, including any modifications.

FUNDING SOURCE	DESCRIPTION OF SERVICES
FEDERAL GRANTS	promote a philosophy of independent living
LOCAL FUNDS	promote a philosophy of independent living
LOCAL FUNDS	promote a philosophy of independent living
LOCAL FUNDS	IFS WAIVER
LOCAL FUNDS	IDD WAIVER
FEDERAL GRANTS	Transition services
LOCAL FUNDS	case management services
LOCAL FUNDS	OFFICE SPACE
FEDERAL GRANTS	ARPA Initiatives
FEDERAL	Contract Services

FUND	SERVICE
LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS
LOCAL FUNDS	GOVERNMENT SUBSIDIES & GRANTS
FEDERAL	Contract Services
FEDERAL GRANTS	Transition services

REQUEST AMOUNT		COMMENTS	REFERENCE #
$64,480.00			
$39,478.00			
$25,000.00			
$1,031,750.46			
$101,159,843.00			
$378,255.13			
$324,413.72			
$483,782.35			
$3,255,632.14			
$561,465.50			

REQUEST AMOUNT	COMMENTS/DESCRIPTIC	REFERENCE #
$641,606.00		
$100,960,676.30		
$560,641.50		
$378,255.13		

TRANSACTION TYPE
Interagency
Interagency
Interagency
Interagency
Interagency

TRANSACTION TYPE
Interagency
Interagency

Account Group (Parent Level 1)	(Multiple Items)
Fund	(All)

			Data		
Award Description	Project	Project Description	Sum of Total Budget	Sum of Expenditure	Sum of Available Budget
JM0.0100.IDD WAIVER	401011	JM0.IDDHCB.IDD WAIVER	$99,259,843.00	$99,727,046.65	-$467,203.65
JM0.0100.IDD WAIVER Total			$99,259,843.00	$99,727,046.65	-$467,203.65
JM0.0100.IFS WAIVER	401012	JM0.IIFSHC.IFS WAIVER	$408,750.46	$379,714.53	$29,035.93
JM0.0100.IFS WAIVER Total			$408,750.46	$379,714.53	$29,035.93
JM0.0100.LOCAL FUNDS	400578	JM0.P319JM.FY23 OCCUPANCY DEPT DISABILITY SERVICES	$9,469.00	$9,469.00	$0.00
	401013	JM0.PCDJM0.PCARD JM0	$0.00	$0.00	$0.00
	401020	JM0.ISUJM1.OCTO SERVICES	$7,769.38	$7,769.00	$0.38
	401298	JM0.KT0 FLEET SAFETY & SECURITY ADMINISTRATION DEPARTMENT	$28,052.53	$27,033.97	$1,018.56
	401833	JM0.BY0 INDEPENDANT LIVING SERVICES	$39,478.00	$39,478.00	$0.00
	402198	JM0.BY0 DACL ILOB LOCAL MATCH	$25,000.00	$25,000.00	-$0.01
JM0.0100.LOCAL FUNDS Total			$109,768.91	$108,749.97	$1,018.93
JM0.8200.3RS2IL.INDEPENDENT LIVING GRANT	401348	NEWSLINE SERVICES DDS-DCPL	$14,795.40	$14,795.40	$0.00
JM0.8200.3RS2IL.INDEPENDENT LIVING GRANT Total			$14,795.40	$14,795.40	$0.00
JM0.8200.3RS2IO.INDEPENDENT LIVING OLDER BLIND GRANT	402198	JM0.BY0 DACL ILOB LOCAL MATCH	$15,173.53	$15,173.53	$0.00
JM0.8200.3RS2IO.INDEPENDENT LIVING OLDER BLIND GRANT Total			$15,173.53	$15,173.53	$0.00
JM0.8200.3RS2VR.VOCATIONAL REHABILITATION GRANT	401013	JM0.PCDJM0.PCARD JM0	$0.00	-$800.28	$800.28
	401937	JM0 - DCPS PRE-ETS	$197,820.09	$197,820.09	$0.00
JM0.8200.3RS2VR.VOCATIONAL REHABILITATION GRANT Total			$197,820.09	$197,019.81	$800.28
JM0.8200.41IDCR.INDIRECT COST RECOVERY	401020	JM0.ISUJM1.OCTO SERVICES	$208,489.52	$204,248.94	$4,240.58
	401298	JM0.KT0 FLEET SAFETY & SECURITY ADMINISTRATION DEPARTMENT	$10,622.45	$11,450.18	-$827.73
	401954	JM0.CF0 DOES WIOA	$76,156.44	$19,015.79	$57,140.65
	401999	JM0.BE0.DCHR SUITABILITY AND GENERAL SERVICES	$8,429.25	$8,429.25	$0.00
	402412	JM0.8JMSA24.SINGLE AUDIT SERVICES (HSSC)	$2,778.00	$2,778.00	$0.00
JM0.8200.41IDCR.INDIRECT COST RECOVERY Total			$306,475.66	$245,922.16	$60,553.50
JM0.8250.31IDCR.INDIRECT COST RECOVERY	400576	JM0.P307JM.FY 23 - WATER JM	$0.00	-$1,022.38	$1,022.38
JM0.8250.31IDCR.INDIRECT COST RECOVERY Total			$0.00	-$1,022.38	$1,022.38
JM0.8250.41IDCR.INDIRECT COST RECOVERY	400577	JM0.P309JM.FY23 RENT DEPT DISABILITY SERVICES	$361,004.30	$241,689.91	$119,314.39
JM0.8250.41IDCR.INDIRECT COST RECOVERY Total			$361,004.30	$241,689.91	$119,314.39
Grand Total			**$100,673,631.35**	**$100,929,089.58**	**-$255,458.24**

Account Group (Parent Level 1)	(Multiple Items)
Fund	(All)

			Data		
Award Description	Project	Project Description	Sum of Total Budget	Sum of Expenditure	Sum of Available Budget
JM0.0100.IDD WAIVER	401011	JM0.IDDHCB.IDD WAIVER	$99,259,843.00	$99,727,046.65	-$467,203.65
JM0.0100.IDD WAIVER Total			$99,259,843.00	$99,727,046.65	-$467,203.65
JM0.0100.IFS WAIVER	401012	JM0.IIFSHC.IFS WAIVER	$408,750.46	$379,714.53	$29,035.93
JM0.0100.IFS WAIVER Total			$408,750.46	$379,714.53	$29,035.93
JM0.0100.LOCAL FUNDS	400578	JM0.P319JM.FY23 OCCUPANCY DEPT DISABILITY SERVICES	$9,469.00	$9,469.00	$0.00
	401013	JM0.PCDJM0.PCARD JM0	$0.00	$0.00	$0.00
	401020	JM0.ISUJM1.OCTO SERVICES	$7,769.38	$7,769.00	$0.38
	401298	JM0.KT0 FLEET SAFETY & SECURITY ADMINISTRATION DEPARTMENT	$28,052.53	$27,033.97	$1,018.56
	401833	JM0.BY0 INDEPENDANT LIVING SERVICES	$39,478.00	$39,478.00	$0.00
	402198	JM0.BY0 DACL ILOB LOCAL MATCH	$25,000.00	$25,000.00	-$0.01
JM0.0100.LOCAL FUNDS Total			$109,768.91	$108,749.97	$1,018.93
JM0.8200.3RS2IL.INDEPENDENT LIVING GRANT	401348	NEWSLINE SERVICES DDS-DCPL	$14,795.40	$14,795.40	$0.00
JM0.8200.3RS2IL.INDEPENDENT LIVING GRANT Total			$14,795.40	$14,795.40	$0.00
JM0.8200.3RS2IO.INDEPENDENT LIVING OLDER BLIND GRANT	402198	JM0.BY0 DACL ILOB LOCAL MATCH	$15,173.53	$15,173.53	$0.00
JM0.8200.3RS2IO.INDEPENDENT LIVING OLDER BLIND GRANT Total			$15,173.53	$15,173.53	$0.00
JM0.8200.3RS2VR.VOCATIONAL REHABILITATION GRANT	401013	JM0.PCDJM0.PCARD JM0	$0.00	-$800.28	$800.28
	401937	JM0 - DCPS PRE-ETS	$197,820.09	$197,820.09	$0.00
JM0.8200.3RS2VR.VOCATIONAL REHABILITATION GRANT Total			$197,820.09	$197,019.81	$800.28
JM0.8200.41IDCR.INDIRECT COST RECOVERY	401020	JM0.ISUJM1.OCTO SERVICES	$208,489.52	$204,248.94	$4,240.58
	401298	JM0.KT0 FLEET SAFETY & SECURITY ADMINISTRATION DEPARTMENT	$10,622.45	$11,450.18	-$827.73
	401954	JM0.CF0 DOES WIOA	$76,156.44	$19,015.79	$57,140.65
	401999	JM0.BE0.DCHR SUITABILITY AND GENERAL SERVICES	$8,429.25	$8,429.25	$0.00
	402412	JM0.8JMSA24.SINGLE AUDIT SERVICES (HSSC)	$2,778.00	$2,778.00	$0.00
JM0.8200.41IDCR.INDIRECT COST RECOVERY Total			$306,475.66	$245,922.16	$60,553.50
JM0.8250.31IDCR.INDIRECT COST RECOVERY	400576	JM0.P307JM.FY 23 - WATER JM	$0.00	-$1,022.38	$1,022.38
JM0.8250.31IDCR.INDIRECT COST RECOVERY Total			$0.00	-$1,022.38	$1,022.38
JM0.8250.41IDCR.INDIRECT COST RECOVERY	400577	JM0.P309JM.FY23 RENT DEPT DISABILITY SERVICES	$361,004.30	$241,689.91	$119,314.39
JM0.8250.41IDCR.INDIRECT COST RECOVERY Total			$361,004.30	$241,689.91	$119,314.39
Grand Total			**$100,673,631.35**	**$100,929,089.58**	**-$255,458.24**

Office of the Chief Financial Officer
General Integrated Financial System (GIFS)

Run date/Time: 01-31-2025 10:09:55

HHS VIII-Budgetary Control Analysis Report - DC Authority Reporting

Control Budget	DC Authority Reporting
Period	ytd
Period	ytd
Agency	ytd
Fund	ytd
Account	ytd
Cost Center	ytd
CostCenter	ytd
Project	ytd
Award	ytd

Agency	Agency Descr	Administration	Administration Fund Descriptio	Fund	Fund Descr	Account Category	Par	Account Category Description	Account Group	Parent	Account Group (Parent Level	Account	Account Descr	Program (Parent	Program (Parent Level 2	Program	Program (Parent Level 1)	Program	Program Descriptio	Cost Center (Parent	Cost Center	Cost Center (P	Cost Center (Parent Le	Cost Ce	Cost Center Des	Project	Project Description	Award	Award Descript	Initial Budget	Administrative Budget	Total Budget	Commitments	Obligations	Expenditure	Budget Reserve	Available Budget
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7011000		CONTINUING FULL TIN	7011001	CONTINUI	AP0000		AGENCY MANAGEM	AP0012	INFORMATION TEC	100071	INFORMATION	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70353	OFFICE OF IT	000000	NO PROJECT	0000000	NO AWARD	$448,734.55	$0.00	$448,734.55	$0.00	$0.00	$391,892.68	$0.00	$56,841.87
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014008	MISC FRIN	AP0000		AGENCY MANAGEM	AP0020	OUALITY ASSURAN	100160	POLICY, PLAN	HS044	OUALITY	H4401	OUALITY ASSUR/	70361	OFFICE OF P	000000	NO PROJECT	0000000	NO AWARD	$155,815.59	$0.00	$155,815.59	$0.00	$0.00	$0.00	$0.00	$155,815.59
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7011100		CONTINUING FULL TIN	7011001	CONTINUI	AF0000		AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACCI	AF001	AGENCY F	A0101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	$193,336.00	$0.00	$193,336.00	$0.00	$0.00	$76,363.16	$0.00	$116,972.84
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7015000		OVERTIME PAY	7015001	OVERTIME	HS0011		DEVELOPMENTAL	HI0311	HEALTH AND WEL	700216	HEALTH AND	HS042	DEVELOPMENTA	H4201	DEVELOPMENTA	70356	HEALTH AN	000000	NO PROJECT	0000000	NO AWARD	$1,800.00	$0.00	$1,800.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7011100		CONTINUING FULL TIN	7011001	CONTINUI	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70351	DEPARTME	000000	NO PROJECT	0000000	NO AWARD	$207,224.00	$0.00	$207,224.00	$0.00	$0.00	$211,789.54	$0.00	-$4,565.54
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7012000		CONTINUING FULL TIN	7012006	TERM FUL	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPM	H4201	DEVELOPMENTA	70355	SERVICE PL	000000	NO PROJECT	0000000	NO AWARD	$159,330.00	$0.00	$159,330.00	$0.00	$0.00	$70,407.68	$0.00	$88,922.32
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		NON-PERSONNEL SERV	7112000		ENERGY, COMM & BLD	7112006	ELECTRIC	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$1,833.20	-$1,833.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	710000A		NON-PERSONNEL SERV	7141000		GOVERNMENT SUBSID	7141002	MAINTEN	HS0033		REHABILITATION S	HI0330	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$476,946.00	$0.00	$476,946.00	$0.00	$0.00	$265,415.17	$0.00	$211,530.83
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7012000		CONTINUING FULL TIN	7012004	TEMPORA	HS0033		REHABILITATION S	HI0305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	000000	NO PROJECT	0000000	NO AWARD	$4,529.70	$0.00	$4,529.70	$0.00	$0.00	$3,718.96	$0.00	$810.74
JM0	DEPARTM	4015	FEDERAL PAYMENTS	4015918	ARPA - T	700000A		PERSONNEL SERVICES	7012000		RENTALS EQUIPMENT	7012005	RENTAL E	AP0000		AGENCY MANAGEM	AP0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$98,520.00	-$98,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	710000A		NON-PERSONNEL SERV	7141000		GOVERNMENT SUBSID	7141002	MAINTEN	HS0031		DEVELOPMENTAL	HI0310	HEALTH AND WELL	700216	HEALTH AND	HS042	DEVELOPM	H4201	DEVELOPMENTA	70356	HEALTH A	V 200963	JM0.31EMDEL	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	-$0.01	-$15,789.33	$0.00	$15,789.34
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7131000		OTHER SERVICES & CH	7131003	TRAVEL -	HS0033		REHABILITATION S	HI0305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$729.45	$0.00	-$729.45
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7011000		CONTINUING FULL TIN	7011002	GROUP LI	AP0000		AGENCY MANAGEM	AP0014	LEGAL SERVICES	100092	LEGAL SERVI	HS043	OFFICE OF	H4301	OFFICE OF THE D	70358	OFFICE OF T	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7011100		CONTINUING FULL TIN	7011001	CONTINUI	AM0000		AGENCY MANAGEM	AM0012	INFORMATION TEC	100071	INFORMATION	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70353	OFFICE OF I	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	AF0000		AGENCY FINANCIA	AF0003	AGENCY BUDGETI	150003	AGENCY BUD	AF001	AGENCY F	A0101	AGENCY FINANC	10001	BUDGET DIS	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$740.69	$0.00	-$740.69
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014008	MISC FRIN	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70351	DEPARTME	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$344.67	$0.00	-$344.67
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014022	DC HEALT	HS0031		DEVELOPMENTAL	HI0310	INCIDENT MANAGE	700217	INCIDENT MA	HS042	DEVELOP	H4201	DEVELOPMENTA	70357	INCIDENT M	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$758.01	$0.00	-$758.01
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	AF0000		AGENCY FINANCIA	AF0003	AGENCY BUDGETI	150003	AGENCY BUD	AF001	AGENCY F	A0101	AGENCY FINANC	10003	ACFO DIVIS	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$233.57	$0.00	-$233.57
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$383.77	$0.00	-$383.77
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AF0000		AGENCY FINANCIA	AF0003	AGENCY BUDGETI	150003	AGENCY BUD	AF001	AGENCY F	A0101	AGENCY FINANC	10003	ACFO DIVIS	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$114.31	$0.00	-$114.31
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AF0000		AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACCI	AF001	AGENCY F	A0101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$46.12	$0.00	-$46.12
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700219	WAIVER	HS042	DEVELOPM	H4201	DEVELOPMENTA	70351	SERVICE PL	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$197.03	$0.00	-$197.03
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014018	PREPAID I	AM0000		AGENCY MANAGEM	AM0012	INFORMATION TEC	100071	INFORMATION	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70353	OFFICE OF I	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$444.96	$0.00	-$444.96
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0033		REHABILITATION S	HI0303	RANDOLPH SHEPP	700224	RANDOLPH SI	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$45.23	$0.00	-$45.23
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	AM0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$6,595.40	$0.00	-$6,595.40
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOP	H4201	DEVELOPMENTA	70355	SERVICE PL	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$4,831.93	$0.00	-$4,831.93
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	AM0000		AGENCY MANAGEM	AM0020	QUALITY ASSURAN	100129	POLICY, PLAN	HS044	QUALITY	H4401	QUALITY ASSUR/	70363	OFFICE OF P	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$2,310.54	$0.00	-$2,310.54
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	AF0000		AGENCY FINANCIA	AF0003	AGENCY BUDGETI	150003	AGENCY BUD	AF001	AGENCY F	A0101	AGENCY FINANC	10001	BUDGET DIS	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$5,058.37	$0.00	-$5,058.37
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014013	RETIREMI	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$3,555.45	$0.00	-$3,555.45
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	HS0031		DEVELOPMENTAL	HI0310	INCIDENT MANAGE	700217	INCIDENT MA	HS042	DEVELOP	H4201	DEVELOPMENTA	70357	INCIDENT M	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$2,832.97	$0.00	-$2,832.97
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$1,666.52	$0.00	-$1,666.52
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	AF0000		AGENCY FINANCIA	AF0003	AGENCY BUDGETI	150003	AGENCY BUD	AF001	AGENCY F	A0101	AGENCY FINANC	10003	ACFO DIVIS	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$2,816.81	$0.00	-$2,816.81
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	HS0031		REHABILITATION S	HI0303	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$1,068.05	$0.00	-$1,068.05
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014020	RETIREMI	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$134,022.58	$0.00	-$134,022.58
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700220	BUSINESS SER	HS041	OFFICE OF	H4301	OFFICE OF THE D	70359	DIRECTOR'S	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$746.14	$0.00	-$746.14
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014003	HEALTH B	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70363	OFFICE OF P	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$37,651.37	$0.00	-$37,651.37
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014020	RETIREMI	HS0031		DEVELOPMENTAL	HI0310	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$29,614.98	$0.00	-$29,614.98
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014020	RETIREMI	AM0000		AGENCY MANAGEM	AM0011	HUMAN RESOURCE	100058	HUMAN RESO	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70354	HUMAN CAP	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$57,255.07	$0.00	-$57,255.07
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	AM0000		AGENCY MANAGEM	AM0011	HUMAN RESOURCE	100058	HUMAN RESO	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70354	HUMAN CAP	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$16,136.53	$0.00	-$16,136.53
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	HS0033		REHABILITATION S	HI0305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0033		REHABILITATION S	HI0305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014015	OPTICAL I	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70352	SUPPORT SE	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70352	SUPPORT SE	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014015	OPTICAL I	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70351	DEPARTME	200969	JM.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AM0000		AGENCY MANAGEM	AM0014	LEGAL SERVICES	100092	LEGAL SERVI	HS043	OFFICE OF	H4301	OFFICE OF THE D	70358	OFFICE OF T	200962	JM.31IDCR.INDIRECT	2000815	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	-$19.18	$0.00	$0.00	$19.18
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014018	PREPAID I	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014016	DENTAL P	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	AM0000		AGENCY MANAGEM	AM0011	HUMAN RESOURCE	100058	HUMAN RESO	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70354	HUMAN CAP	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014022	DC HEALT	HS0058		DISABILITY DETER	HI0301	REHABILITATION S	700222	DISABILITY D	HS088	DISABILI	H4502	DISABILITY DETI	70365	DISABILITY	200970	JM.3RSSDD.DISABILI	2000809	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014019	MEDICARE	HS0032		OPERATIONS SERVI	HI0320	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF (	70351	DEPARTME	200969	JM.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014020	RETIREMI	HS0033		REHABILITATION S	HI0330	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200968	JM.3RS2IO.INDEPEND	2000807	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014022	DC HEALT	HS0033		REHABILITATION S	HI0330	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200968	JM.3RS2IO.INDEPEND	2000807	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014009	RETIREMI	AP0000		AGENCY MANAGEM	AM0016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0033		REHABILITATION S	HI0330	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200968	JM.3RS2IO.INDEPEND	2000807	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014009	RETIREMI	AF0000		AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACCI	AF001	AGENCY F	A0101	AGENCY FINANC	10002	ACCOUNTIN	200962	JM.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7014002	GROUP LI	HS0033		REHABILITATION S	HI0330	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200968	JM.3RS2IO.INDEPEND	2000807	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A		PERSONNEL SERVICES	7014000		FRINGE BENEFITS - CU	7

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JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701100C	CONTINUING FULL TIM	701001	CONTINUI	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	000000	NO PROJECT	0000000	NO AWARD	$1,178,106.68	-$63,155.01	$1,114,951.67	$0.00	$0.00	$1,028,980.19	$0.00	$85,971.48
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701400B	MISC FRIN	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	000000	NO PROJECT	0000000	NO AWARD	$300,480.48	-$13,234.03	$287,246.45	$0.00	$0.00	$0.00	$0.00	$287,246.45
JM0	DEPARTM	1060	SPECIAL PURPOSE REI	1060072	VOCATI	710000A	NON-PERSONNEL SERV	714100C	GOVERNMENT SUBSID	714004	REHABILI	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	000000	NO PROJECT	0000000	NO AWARD	$100,000.00	$48,291.13	$148,291.13	$0.00	$0.00	$148,291.13	$0.00	$0.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701500C	OVERTIME PAY	7015001	OVERTIM	HS0033	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$3,100.00	$0.00	$3,100.00	$0.00	$0.00	$0.00	$0.00	$3,100.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701100C	CONTINUING FULL TIM	701001	CONTINUI	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700219	WAIVER	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	$0.00	-$39,426.36	$0.00	$39,426.36
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	NON-PERSONNEL SERV	714100C	GOVERNMENT SUBSID	714004	REHABILI	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200967	JM0.3RS2IL.INDEPEND	2000806	JM0.8200.3R	$146,309.00	-$58,630.36	$87,678.64	$0.00	$0.00	$90,183.24	$0.00	-$2,504.60
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701500C	OVERTIME PAY	7015001	OVERTIM	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$40,500.00	-$40,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	714100C	GOVERNMENT SUBSID	714004	REHABILI	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200965	JM0.3RS2EA.SUPPORTI	2000804	JM0.8200.3R	$10,000.00	$16,176.22	$26,176.22	$0.00	$0.00	$44,991.80	$0.00	-$18,815.58
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	710000A	NON-PERSONNEL SERV	713101C	SECURITY SERVICES	713104	SECURITY	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$9,469.00	-$9,469.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	GOVERNMENT SUBSID	714004	REHABILI	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$10,000.00	-$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	PREPAID I	HS0031	DEVELOPMENTAL	I003102	INCIDENT MANAGE	700217	INCIDENT MA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70357	INCIDENT M	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$633.69	$0.00	-$633.69
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401S	OPTICAL I	AF0000	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$92.01	$0.00	-$92.01
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	DENTAL P	HS0033	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70357	INCIDENT M	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$339.86	$0.00	-$339.86
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402C	GROUP LI	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$170.57	$0.00	-$170.57
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	DENTAL P	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$110.80	$0.00	-$110.80
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	PREPAID I	HS0033	REHABILITATION S	I003303	RANDOLPH SHEPP	700224	RANDOLPH SI	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$166.98	$0.00	-$166.98
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	DC HEAL	HS031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70363	QUALITY RE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$3,853.77	$0.00	-$3,853.77
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	RETIREME	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$4,479.81	$0.00	-$4,479.81
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	DENTAL P	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$2,280.01	$0.00	-$2,280.01
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	RETIREME	HS033	REHABILITATION S	I003303	RANDOLPH SHEPP	700224	RANDOLPH SI	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$3,021.70	$0.00	-$3,021.70
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	AMP000	AGENCY MANAGEM	AMP016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$157,356.07	$0.00	-$157,356.07
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	RETIREME	HS031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70357	INCIDENT M	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$413,384.20	$0.00	-$413,384.20
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	HS031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70363	QUALITY RE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$44,494.93	$0.00	-$44,494.93
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$7,008.14	$0.00	-$7,008.14
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	DENTAL P	HS0033	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS044	QUALITY	H4401	QUALITY ASSUR/	70363	QUALITY RE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$10,406.05	$0.00	-$10,406.05
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701300C	ADDITIONAL GROSS P	7013007	TERMINAL	AMP000	AGENCY MANAGEM	AMP016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$24,329.86	$0.00	-$24,329.86
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401D	RETIREME	AMP000	AGENCY MANAGEM	AMP016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$2,941.96	$0.00	-$2,941.96
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	AF0000	AGENCY FINANCIA	AF0002	AGENCY BUDGETS	150003	AGENCY BUD	AF001	AGENCY F	A4101	AGENCY FINANC	10003	ACFO DEVES	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$14,483.83	$0.00	-$14,483.83
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701300C	ADDITIONAL GROSS P	7013007	TERMINAL	HS0031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$148,473.06	$0.00	-$148,473.06
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	RETIREME	AF0000	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$3,818.19	$0.00	-$3,818.19
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	AF0000	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$5,474.94	$0.00	-$5,474.94
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401G	DENTAL P	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	OFFICE OF	H4301	OFFICE OF THE D	70359	DIRECTOR'S	200962	JM0.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401B	PREPAID I	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70351	DEPARTME	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401G	OPTICAL I	HS033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045	REHABILI	H4501	REHABILITATION	70364	VOCATIONA	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	DC HEAL	HS031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701402D	RETIREME	HS031	DEVELOPMENTAL	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	$0.00	-$5,082.59	$0.00	$5,082.59
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	000000	NO PROJECT	0000000	NO AWARD	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	200962	JM0.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	AF0000	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	-$575.53	$0.00	$575.53
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	AMP000	AGENCY MANAGEM	AMP016	PERFORMANCE AN	100154	PERFORMANC	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200962	JM0.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701409I	RETIREME	AMP000	AGENCY MANAGEM	AMP016	HUMAN RESOURCE	100058	HUMAN RESO	HS044	CHIEF OF	H4101	CHIEF OF STAFF	70354	HUMAN CAP	200962	JM0.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	AMP000	AGENCY MANAGEM	AMP011	HUMAN RESOURCE	100058	HUMAN RESO	HS044	CHIEF OF	H4101	CHIEF OF STAFF	70354	HUMAN CAP	200962	JM0.31IDCR.INDIRECT	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	-$840.53	$0.00	$840.53
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	AF0000	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	-$230.28	$0.00	$230.28
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	AMP000	AGENCY MANAGEM	AMP014	LEGAL SERVICES	100092	LEGAL SERV	HS044	QUALITY	H4401	QUALITY ASSUR/	70362	QUALITY IM	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	-$169.46	$0.00	$169.46
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701401S	OPTICAL I	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200968	JM0.3RS2IO.INDEPEND	2000807	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$474.74	$0.00	-$474.74
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701403	HEAL TH B	HS032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	400580	JM0.P00JM3.1A FROM I	2000802	JM0.8200.31	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	1010	LOCAL FUND	1010001	LOCAL F	710000A	NON-PERSONNEL SERV	714100C	GOVERNMENT SUBSID	714004	MAINTEN	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700219	WAIVER	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	400102	JM0.P00JM1.1A WAIVE	1000002	JM0.8100.IF	$1,031,750.46	-$623,000.00	$408,750.46	$0.00	$0.00	$379,714.53	$0.00	$29,035.93
JM0	DEPARTM	4025	FEDERAL MEDICAID I	4025002	FEDERA	700000A	PERSONNEL SERVICES	701200C	CONTINUING FULL TIM	701206	TERM FUL	HS0033	REHABILITATION S	I003103	SERVICE PLANNIN	700218	SERVICE PLA	HS042	DEVELOPI	H4201	DEVELOPMENTA	70355	SERVICE PL	200963	JM0.31MEDI.MEDICAI	2000816	JM0.8250.31	$0.00	$0.00	$0.00	$0.00	$0.00	-$4,857.81	$0.00	$4,857.81
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701200C	CONTINUING FULL TIM	701206	TERM FUL	HS0033	REHABILITATION S	I003302	INDEPENDENT LIVI	700223	INDEPENDEN	HS045	REHABILI	H4501	REHABILITATION	70366	INDEPENDE	200969	JM0.3RS2VR.VOCATIO	2000808	JM0.8200.3R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	713100C	P-CARD CLEARING AC	7115200	P-CARD CL	AF0001	AGENCY FINANCIA	AF0002	AGENCY ACCOUNT	150002	AGENCY ACC	AF001	AGENCY F	A4101	AGENCY FINANC	10006	P-CARD CLE	AF001	AGENCY F	A4101	AGENCY FINANC	10002	ACCOUNTIN	000000	NO PROJECT	0000000	NO AWARD	-$800.28	$0.00	$800.28
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701408B	MISC FRIN	AMP000	AGENCY MANAGEM	AMP014	LEGAL SERVICES	100092	LEGAL SERV	HS043	OFFICE OF	H4301	OFFICE OF THE D	70358	OFFICE OF T	200962	JM0.31IDCR.INDIRECT	2000806	JM0.8200.31	$114,644.97	$0.00	$114,644.97	$0.00	$0.00	$0.00	$0.00	$114,644.97
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701100C	CONTINUING FULL TIM	701001	CONTINUI	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70351	DEPARTME	200969	JM0.3RS2VR.VOCATIO	2001620	JM0.8200.4R	$613,859.05	$0.00	$613,859.05	$0.00	$591,547.49	$0.00	$22,311.56
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701408B	MISC FRIN	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700220	BUSINESS SER	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70351	DEPARTME	200969	JM0.3RS2VR.VOCATIO	2001620	JM0.8200.4R	$154,692.47	$0.00	$154,692.47	$0.00	$0.00	$0.00	$0.00	$154,692.47
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701200C	CONTINUING FULL TIM	701203	CONTINUI	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	200962	JM0.31IDCR.INDIRECT	2001606	JM0.8200.41	$24,250.00	$0.00	$24,250.00	$0.00	$0.00	$6,074.76	$0.00	$18,175.24
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	713100C	OTHER SERVICES & CI	713106	MAINTEN	HS0032	OPERATIONS SERVI	I003201	DEPARTMENT ON E	700221	CONTRACT SE	HS041	CHIEF OF	H4101	CHIEF OF STAFF	70352	SUPPORT SE	200962	JM0.31IDCR.INDIRECT	2001606	JM0.8200.41	$10,000.00	-$2,499.00	$7,501.00	$0.00	$0.00	$1,158.00	$0.00	$6,343.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	700000A	PERSONNEL SERVICES	701400C	FRINGE BENEFITS - CU	701408B	MISC FRIN	HS0052	DISABILITY DETER	I003301	REHABILITATION S	700222	DISABILITY D	HS088	DISABILI	H4502	DISABILITY DETE	70365	DISABILITY	200970	JM0.3RS3DD.DISABILI	2001623	JM0.8200.4R	$1,270,761.70	$0.00	$1,270,761.70	$0.00	-$57,951.62	$1,378.30	$0.00	$1,309,288.87
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	711100C	SUPPLIES & MATERIA	711102	OFFICE SU	HS058	DISABILITY DETER	I003301	REHABILITATION S	700222	DISABILITY D	HS088	DISABILI	H4502	DISABILITY DETE	70365	DISABILITY	200970	JM0.3RS3DD.DISABILI	2001623	JM0.8200.4R	$144,643.87	$0.00	$144,643.87	$0.00	$0.00	$0.00	$0.00	$144,643.87
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	711100C	SUPPLIES & MATERIA	711020	IT SUPPLI	HS058	DISABILITY DETER	I003301	REHABILITATION S	700222	DISABILITY D	HS088	DISABILI	H4502	DISABILITY DETE	70365	DISABILITY	200970	JM0.3RS3DD.DISABILI	2001623	JM0.8200.4R	$27,000.00	-$16,000.00	$11,000.00	$0.00	$0.00	$0.00	$0.00	$11,000.00
JM0	DEPARTM	4020	FEDERAL GRANT FUN	4020002	FEDERA	710000A	NON-PERSONNEL SERV	713100C	OTHER SERVICES & CI	713003	TRAVEL -	HS0033	REHABILITATION S	I003305	VOCATIONAL REHA	700226	VOCATIONAL	HS045

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