Council of the District of Columbia
Committee on Health

Department of Insurance, Securities and Banking (DISB)
FY25 and FY26 Performance Oversight Hearing Appendices

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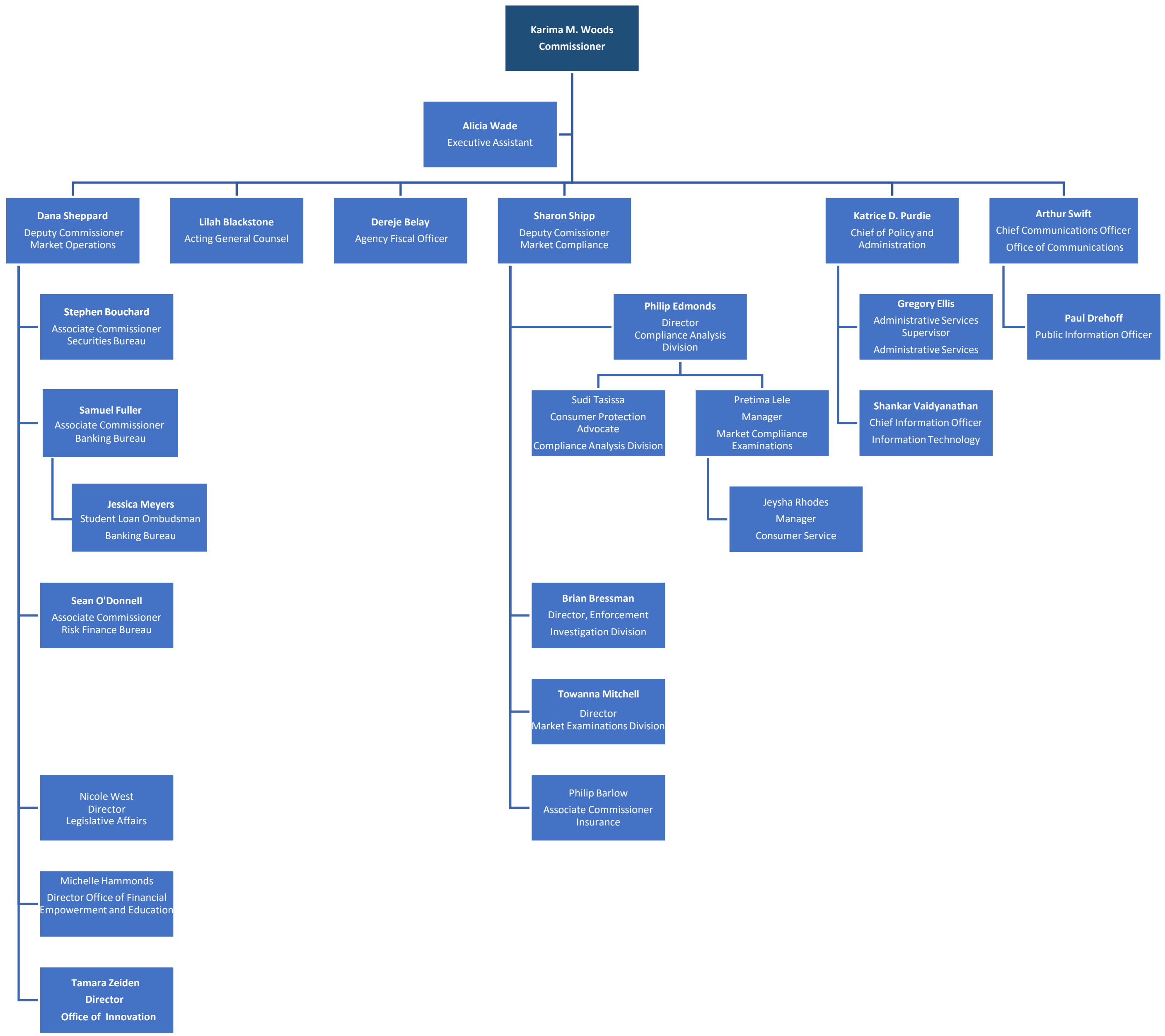
Appendix 1

DC DEPARTMENT OF INSURANCE, SECURITIES AND BANKING
Executive Office of the Commissioner



Appendix 2

Department of Insurance, Securities and Banking (SR0)

Schedule A - As of January 06, 2026

Vacant Status	Program	Program Description	CostCenter	Cost Center Description	Position Number	Title	Name	Hire Date	Length of Time (Years)	Reg/Temp/Term	Sal Plan	Grade	Step	FTEs	Annual Salary	Fringe Benefits
F	100058	HUMAN RESOURCE SERVICES - GENERAL	30188	HUMAN RESOURCES DIVISION - SR0	00016013	Human Resources Specialist	Simmons,Marlene O	7/11/2005	20.50	Reg	DS0087	12	8	1	98,322.00	21,630.84
					00022252	Human Resources Specialist	Pettigrew,Alice VonEva	5/26/2009	16.63	Reg	DS0087	12	6	1	93,311.00	20,528.42
					00109040	Human Resources Specialist	McLeod,Shavon O	6/20/2023	2.55	Reg	DS0087	13	3	1	99,035.00	21,787.70
	100058 Total													**3**	**290,668.00**	**63,946.96**
	100071	INFORMATION TECHNOLOGY SERVICES - GENERAL	30187	INFORMATION TECHNOLOGY DIVISION - SR0	00015485	Information Technology Special	Guishard,Michael	11/2/2015	10.19	Reg	DS0077	13	9	1	134,139.00	29,510.58
					00024853	SUPPORT SERVICES SPECIALIST	Duckett,Alfonzo	10/19/2015	10.22	Reg	DS0077	11	5	1	84,517.00	18,593.74
					00025123	Administrative Services Progra	Ellis,Gregory	12/11/2006	19.08	Reg	DS0086	14	0	1	142,701.15	31,394.25
					00025163	Staff Assistant	Pedroso,Tamisha S.	12/3/2012	13.10	Reg	DS0077	11	4	1	82,111.00	18,064.42
					00025507	Program Support Specialist	Bond,Donna	12/16/2024	1.06	Reg	DS0077	09	3	1	66,130.00	14,548.60
					00027840	Chief Information Officer	Vaidyanathan,Shankar	5/7/2001	24.68	Reg	DS0086	15	0	1	164,415.09	36,171.32
					00034872	Chief of Policy and Administra	Purdie,Katrice Diana	2/22/2005	20.88	Reg	DS0086	16	0	1	155,053.02	34,111.66
					00035768	Information Technology Special	Anderson II,Lloyd J	3/22/2005	20.81	Reg	DS0077	14	7	1	150,436.00	33,095.92
					00035827	Imaging Specialist	Patterson,Deserie	10/13/1998	27.25	Reg	DS0077	09	10	1	80,032.00	17,607.04
					00035828	Management Analyst	Glass,Kendra	5/26/2015	10.62	Reg	DS0077	13	3	1	113,607.00	24,993.54
	100071 Total													**10**	**1,173,141.26**	**258,091.08**
	100092	LEGAL SERVICES - GENERAL	30185	OFFICE OF GENERAL COUNSEL - SR0	00041786	Attorney Advisor	Turner,Kimberly A	11/12/2019	6.16	Reg	LA0001	14	6	1	150,262.00	33,057.64
					00041787	Attorney Advisor	O'Brien,David Peter	1/19/2016	9.97	Reg	LA0002	14	5	1	159,551.00	35,101.22
					00041788	Attorney Advisor	Barakat,Omar	11/20/2023	2.13	Reg	LA0002	14	5	1	159,551.00	35,101.22
					00041789	Deputy General Counsel	Blackstone,Liliah R	9/28/1998	27.29	Reg	LX0001	01	0	1	176,098.31	38,741.63
					00075374	Attorney Advisor (Finance)	Davis,Christopher	5/20/2024	1.63	Reg	LA0002	14	5	1	159,551.00	35,101.22
					00075376	Paralegal Specialist	Sassa,Makondi Claudine	3/31/2008	17.78	Reg	DS0077	13	5	1	120,451.00	26,499.22
					00075544	Operations Manager	Mathis,Michelle D.	11/9/1992	33.18	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00076896	Paralegal Specialist	McBride,Keenan R.	9/10/2012	13.33	Reg	DS0077	09	8	1	76,060.00	16,733.20
					00077717	Attorney Advisor	Bakker,Sara A	10/24/2022	3.21	Reg	LA0002	13	9	1	150,905.00	33,199.10
	100092 Total													**9**	**1,289,990.31**	**283,797.87**
	100151	EXECUTIVE ADMINISTRATION	30184	EXECUTIVE OFFICE - SR0	00001990	Program Analyst	Jean,Fania D	11/8/2021	4.16	Reg	DS0087	12	5	1	90,805.00	19,977.10
					00012977	Deputy Commissioner for Market	Sheppard,Dana G	9/13/1993	32.34	Reg	DS0086	16	0	1	197,344.35	43,415.76
					00017095	Program Analyst	Official,Lauredan	5/20/2024	1.63	Reg	DS0087	12	1	1	80,784.00	17,772.48
					00034803	EXECUTIVE ASST	Wade,Alicia M	5/16/2011	14.65	Reg	DS0087	13	10	1	119,916.00	26,381.52
					00039088	Commissioner Ins Sec&Banking	Woods,Karima M.	11/19/2012	13.14	Reg	DX0000	E5	0	1	202,052.27	44,451.50
					00085506	Policy Advisor	West,Nicole	7/17/2023	2.48	Reg	DS0087	14	3	1	117,045.00	25,749.90
	100151 Total													**6**	**807,946.62**	**177,748.26**
	100157	PUBLIC AFFAIRS	30186	OFFICE OF PUBLIC AFFAIRS	00003290	Public Affairs Specialist	Bryant,Tanya D	5/22/2000	25.64	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00036294	Public Information Officer	Drehoff,Paul	8/6/2018	7.42	Reg	DS0086	14	0	1	134,899.00	29,677.78
					00041791	Public Affairs Specialist	Lindell,Jennifer	5/6/2024	1.67	Reg	DS0077	13	2	1	110,185.00	24,240.70
					00073628	Chief Communications Officer	Swift,Arthur P	3/14/2022	3.82	Reg	DS0086	15	0	1	162,048.81	35,650.74
					00082338	Student Intern	McDonald,Anton	2/24/2025	0.87	Temp	DS0087	07	3	0.5	23,987.50	5,277.25
	100157 Total													**4.5**	**568,681.31**	**125,109.89**
	150002	AGENCY ACCOUNTING SERVICES	10002	ACCOUNTING DIVISION	00004196	Accountant	May,Julia C	7/25/1990	35.48	Reg	DS0007	11	10	1	96,554.00	21,241.88
					00022530	Accounts Payable Specialis	Branham,Valencia M	12/10/1990	35.10	Reg	DS0007	12	10	1	118,558.00	26,082.76
					00043252	Accounts Payable Supervisor	Vanhorne,Lashawn M	12/3/1990	35.12	Reg	DS0007	13	10	1	137,565.00	30,264.30
					00075090	Accountant	Carrera,Jasmin	2/12/2024	1.90	Reg	DS0007	11	10	1	96,554.00	21,241.88
					00085225	Accountant	Tadesse,Tadele M	5/24/2021	4.62	Reg	DS0007	12	3	1	98,415.00	21,651.30
	150002 Total													**5**	**547,646.00**	**120,482.12**
	150003	AGENCY BUDGETING AND FINANCIAL MANAGEMENT SERVI	10001	BUDGET DIVISION	00001761	Budget Officer	Beza,Tegbar D	1/7/2019	7.00	Reg	DS0007	14	3	1	134,264.00	29,538.08
					00012917	Budget Analyst	Ware,Jovan Louise	11/30/2015	10.11	Reg	DS0007	12	4	1	101,291.00	22,284.02
	150003 Total													**2**	**235,555.00**	**51,822.10**
	150017	AGENCY/CLUSTER SHARED SERVICES	10003	ACFO DIVISION	00012491	Agency Fiscal Officer	Belay,Dereje	11/5/2012	13.18	Reg	DS0007	15	5	1	167,129.00	36,768.38
	150017 Total													**1**	**167,129.00**	**36,768.38**
	300133	BANKING LICENSING	30163	BANKING LICENSING DIVISION	00034846	Associate Commiss. for Banking	Fuller,Samuel V	1/9/2006	20.01	Reg	DS0086	16	0	1	158,320.11	34,830.42
					00034869	Banking Licensing Specialist	Ball,Chasity D	11/13/2018	7.15	Reg	DS0077	11	5	1	84,517.00	18,593.74
					00035837	Banking Licensing Specialist	Goines,Robsine M	6/22/1998	27.56	Reg	DS0077	12	4	1	101,290.00	22,283.80
					00037714	Licensing Manager	Walton,Brittany	7/22/2019	6.47	Reg	DS0086	14	0	1	114,441.00	25,177.02
					00075387	Lead Bank Licensing Specialist	Rouse,Brian A	3/7/2005	20.85	Reg	DS0077	14	9	1	158,522.00	34,874.84
	300133 Total													**5**	**617,090.11**	**135,759.82**
	300134	BANKING MARKET EXAMINATION	30164	BANKING EXAMINATION DIVISION	00005191	BANK EXAMINER	McLendon,KoKeeta M	10/28/2019	6.20	Reg	DS0077	12	2	1	95,534.00	21,017.48
					00034865	Senior Bank Examiner	Wagner,Peggy A.	7/14/2014	11.49	Reg	DS0077	13	6	1	123,873.00	27,252.06
					00046080	BANK EXAMINER	Storr,Tywanda	9/12/2022	3.32	Reg	DS0077	12	4	1	101,290.00	22,283.80
					00046081	Senior Bank Examiner	Smith,Leonard	4/21/2014	11.72	Reg	DS0077	13	6	1	123,873.00	27,252.06
					00075373	BANK EXAMINER	Farquharson-Reid,Angela	9/10/2012	13.33	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00075386	Senior Bank Examiner	Bright,Eva M	9/29/2008	17.28	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00075388	Senior Bank Examiner	Cole,Miriam A	4/17/2018	7.73	Reg	DS0077	13	7	1	127,295.00	28,004.90
					00075389	BANK EXAMINER	Joseph,Lester C.	10/15/2019	6.23	Reg	DS0077	12	7	1	109,924.00	24,183.28
					00075551	Supervisory Bank Examiner	Irwin,Trey	5/30/2017	8.61	Reg	DS0086	15	0	1	127,028.82	27,946.34
					00085204	Senior Bank Examiner	Davis,Dionne	3/7/2016	9.84	Reg	DS0077	13	6	1	123,873.00	27,252.06
					00085205	Senior Bank Examiner	Clifton,Aaron	3/19/2018	7.81	Reg	DS0077	13	5	1	120,451.00	26,499.22
	300134 Total													**11**	**1,309,260.82**	**288,037.38**
	300135	BANKING MARKET OPERATION	30168	BANKING MARKET OPERATION DIVISION	00001945	Student Loan Ombudsman	Meyers,Jessica	3/10/2025	0.83	Reg	DS0086	15	0	1	127,030.00	27,946.60
					00018144	Student Loan Examiner	Guishard,Angela	10/24/2022	3.21	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00074667	Foreclosure Prevention & Media	Arnold,Ben	10/25/2021	4.20	Reg	DS0087	14	10	1	141,707.00	31,175.54
					00075396	DC BizCap Program Manager	Fenwick,Aaron R	6/8/2020	5.58	Reg	DS0086	14	0	1	148,753.00	32,725.66
					00109037	Program Analyst	Shettleworth,Cordelle	11/6/2023	2.17	Reg	DS0077	12	2	1	95,534.00	21,017.48
					00109039	Program Analyst	Mccargo,Andrea Nicole	12/19/2022	3.05	Reg	DS0077	12	4	1	101,290.00	22,283.80
	300135 Total													**6**	**732,872.00**	**161,231.84**
	300139	CONSUMER SERVICES	30169	CONSUMER SERVICES COMPLIANCE DIVISION	00010013	INSURANCE OPERATIONS SPEC	Dickens,Marionnetta	4/28/1986	39.72	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00013044	INSURANCE OPERATIONS SPEC	Carney,Brenda	5/20/2024	1.63	Reg	DS0077	12	5	1	104,168.00	22,916.96
					00015980	Insurance Operations Specialis	Brown,Cameron	6/6/2022	3.59	Reg	DS0077	12	6	1	107,046.00	23,550.12

Vacant Status	Program	Program Description	CostCenter	Cost Center Description	Position Number	Title	Name	Hire Date	Length of Time (Years)	Reg/Temp/Term	Sal Plan	Grade	Step	FTEs	Annual Salary	Fringe Benefits
					00022086	INSURANCE OPERATIONS SPEC	Slade,Arthur F	10/14/2008	17.24	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00075087	Consumer Services Specialist	Moore,David	12/3/2012	13.10	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00075393	Director Compliance Analysis	Edmonds,Philip	11/23/2020	5.12	Reg	DS0086	15	0	1	177,839.33	39,124.65
					00075435	Consumer Services Specialist	Delgado,Jennifer K	5/5/2025	0.67	Reg	DS0077	12	1	1	92,656.00	20,384.32
	300139 Total													**7**	**837,383.33**	**184,224.33**
	300141	MARKET RESEARCH & ANALYSIS	30171	MARKET RESEARCH & ANALYSIS COMPLIANCE DIVISIO	00038798	Manager Consumer Services	Rhodes,Jeysha R.	10/11/2022	3.24	Reg	DS0086	14	0	1	114,441.00	25,177.02
					00043792	Consumer Protection Advocate	Tasissa,Sudi	9/9/2024	1.33	Reg	DS0087	14	4	1	120,569.00	26,525.18
					00046078	Dep Commiss. for Market Compl.	Shipp,Sharon	9/10/2012	13.33	Reg	XS0001	10	0	1	172,210.16	37,886.24
					00075077	Compliance Analyst	Ching,Tina	8/14/2023	2.40	Reg	DS0077	12	3	1	98,412.00	21,650.64
					00075431	Market Compliance Examinations	Lele,Pratima	11/21/2022	3.13	Reg	DS0086	14	0	1	143,000.00	31,460.00
					00075599	Market Conduct Data Analyst	Wade,Cheryl R	1/30/2012	13.95	Reg	DS0077	13	7	1	127,295.00	28,004.90
					00078117	FINANCIAL EXAMINER INS	Davis,LaTasha	4/3/2017	8.77	Reg	DS0077	13	7	1	127,295.00	28,004.90
	300141 Total													**7**	**903,222.16**	**198,708.88**
	300142	ENFORCEMENT	30172	ENFORCEMENT DIVISION - SR0	00003370	FRAUD INVEST	Pendleton,Mark A	5/16/2016	9.65	Reg	DS0077	12	9	1	115,680.00	25,449.60
	300142 Total													**1**	**115,680.00**	**25,449.60**
	300143	INVESTIGATION	30173	INVESTIGATION DIVISION	00020539	FRAUD INVEST	Loproto,Robert B	9/5/2006	19.35	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00031812	FRAUD INVEST	Saxton,Shanta	5/18/2015	10.65	Reg	DS0077	12	7	1	109,924.00	24,183.28
					00034870	Investigator Fraud	Tengen,Juliana N	10/19/1992	33.24	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00075430	DIR OF FRAUD	Bressman,Brian	2/21/2017	8.88	Reg	DS0086	16	0	1	177,990.33	39,157.87
					00085206	Hearing Examiner	Little,Paige	8/26/2024	1.36	Reg	DS0087	13	5	1	105,001.00	23,100.22
	300143 Total													**5**	**649,034.33**	**142,787.55**
	300146	CITY FOR FINANCIAL EMPOWERMENT	30181	OFFICE OF FINANCIAL EMPOWERMENT & EDUCATION	00034863	Program Analyst	Hicks,Jazman	3/28/2022	3.78	Reg	DS0077	13	4	1	117,029.00	25,746.38
					00037577	Program Manager (Financial Emp	Hammonds,Michelle	2/8/2016	9.92	Reg	DS0086	14	0	1	132,255.18	29,096.14
					00075304	Program Analyst	Gibbs,Ebony I	10/29/2018	7.19	Reg	DS0077	11	1	1	74,893.00	16,476.46
					00085528	Community Outreach Specialist	Savoy,Jasmine	10/24/2022	3.21	Reg	DS0077	12	6	1	107,046.00	23,550.12
					00105600	Program Analyst	MABRY,KAMARIA S	5/9/2022	3.67	Reg	DS0077	13	3	1	113,607.00	24,993.54
					00105603	Program Manager	Williams,Shahidah	5/29/2018	7.61	Reg	DS0086	13	0	1	105,023.24	23,105.11
					00106058	Financial Programs Analyst	Dortch-Jones,Eric J.	5/28/2019	6.62	Reg	DS0077	13	2	1	110,185.00	24,240.70
	300146 Total													**7**	**760,038.42**	**167,208.45**
	300151	HEALTH ACTUARIAL	30177	HEALTH ACTUARIAL DIVISION	00005439	ACTUARY	Flick,Stephen	7/5/2022	3.51	Reg	DS0077	13	8	1	130,717.00	28,757.74
					00073451	ACTUARY	Shirley,Darniece L	1/3/2011	15.02	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00073453	INSURANCE EXAMINER	Chibessa,Hawi A	11/13/2018	7.15	Reg	DS0077	13	2	1	110,185.00	24,240.70
					00082359	Insurance Fraud Investigator	Richardson,Bijan N	6/21/2022	3.55	Reg	DS0077	12	8	1	112,802.00	24,816.44
	300151 Total													**4**	**491,265.00**	**108,078.30**
	300152	INSURANCE FINANCIAL EXAMINATION	30180	FINANCIAL EXAMINATION DIVISION	00003501	ACTUARY	Dyson,Monica L	3/24/2003	22.81	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00004205	SUPV INSURANCE EXAM GEN	Liebers,Howard M	2/11/2013	12.91	Reg	DS0086	14	0	1	138,028.50	30,366.27
					00008351	ACTUARY MGR	Nkojo,Robert I	4/21/2003	22.73	Reg	DS0086	14	0	1	131,475.71	28,924.66
					00009105	Insurance Licensing Spec Mgr	Johnson-Parker,Sheila A	10/31/2005	20.20	Reg	DS0086	14	0	1	130,441.00	28,697.02
					00011195	FINANCIAL EXAMINER INS	Alexander,Laura	11/21/2022	3.13	Reg	DS0077	13	4	1	117,029.00	25,746.38
					00015197	INSURANCE EXAMINER	Johnson,Colin B	2/25/1994	31.88	Reg	DS0077	13	10	1	137,561.00	30,263.42
					00016131	Insurance Licensing Specialist	Alexander,Kathy	6/10/2019	6.58	Reg	DS0077	12	5	1	104,168.00	22,916.96
					00022192	INSURANCE LICENSE SPEC	Jordan-Robinson,Lucynthia D	8/25/1981	44.40	Reg	DS0077	12	10	1	118,558.00	26,082.76
					00026346	INSURANCE EXAMINER	Benson,RaShaunda	10/31/2016	9.19	Reg	DS0077	13	4	1	117,029.00	25,746.38
					00031831	Financial Examiner	Claros-Plater,Victoria	11/21/2022	3.13	Reg	DS0077	13	5	1	120,451.00	26,499.22
					00035565	Senior Insurance Examiner	Belen,Carmen	7/29/2024	1.44	Reg	DS0077	14	8	1	154,479.00	33,985.38
					00036236	Financial Examiner	Negash,Yohaness	10/17/2016	9.23	Reg	DS0077	14	7	1	150,436.00	33,095.92
					00036295	Associate Commissioner For Ins	Barlow,Philip A	4/10/2000	25.76	Reg	DS0086	16	0	1	191,299.33	42,085.85
					00036494	Property and Casualty Policy A	King,Angela Jenice	5/25/1994	31.64	Reg	DS0077	14	7	1	150,436.00	33,095.92
					00037940	Insurance Licensing Specialist	Barrow,Kadesia	7/15/2024	1.48	Reg	DS0077	09	3	1	66,130.00	14,548.60
					00075076	Financial Examiner & Analyst	Merlo,Samuel A	4/3/2006	19.78	Reg	DS0077	14	7	1	150,436.00	33,095.92
					00078131	Insurance Examiner (General)	Reed,Anissa	4/25/2022	3.70	Reg	DS0077	11	2	1	77,299.00	17,005.78
					00085202	ACTUARY	Christhilf,David	12/28/2015	10.03	Reg	DS0077	14	10	1	162,565.00	35,764.30
					00109036	Insurance Analyst	Chen,Qinghao	11/6/2023	2.17	Reg	DS0077	11	3	1	79,705.00	17,535.10
	300152 Total													**19**	**2,435,087.54**	**535,719.26**
	300157	FINANCIAL ANALYSIS	30191	FINANCIAL ANALYSIS DIVISION	00036539	Director of Risk Finance	O'Donnell,Patrick S.	6/6/2005	20.60	Reg	DS0086	16	0	1	187,839.00	41,324.58
	300157 Total													**1**	**187,839.00**	**41,324.58**
	300158	RISK FINANCE MARKET OPERATION	30194	RISK FINANCE MARKET OPERATION DIVISION	00035765	Supervisory Insurance Complian	Bunyasrie,Surayuth	5/18/2015	10.65	Reg	DS0086	15	0	1	169,926.90	37,383.92
	300158 Total													**1**	**169,926.90**	**37,383.92**
	300159	RISK FINANCE-LICENSING AND REGULATORY	30190	RISK FINANCE LICENSING & REGULATORY DIVISION	00036633	Insurance Licensing Specialist	Scott,Melondy N.	4/2/2007	18.78	Reg	DS0077	12	4	1	101,290.00	22,283.80
	300159 Total													**1**	**101,290.00**	**22,283.80**
	300160	RISK FINANCE-MARKET EXAMINATION	30192	RISK FINANCE EXAMINATION DIVISION	00038470	FINANCIAL EXAMINER (CAPTIVE)	Andrew,Anu	9/19/2016	9.30	Reg	DS0077	13	6	1	123,873.00	27,252.06
					00038485	FINANCIAL EXAMINER INS	Fuller,Ell Maurice	5/8/2023	2.67	Reg	DS0077	13	3	1	113,607.00	24,993.54
					00046076	Financial Examiner & Analyst	Davis,Rebecca	12/1/2014	11.11	Reg	DS0077	14	7	1	150,436.00	33,095.92
					00085212	Financial Examiner & Analyst	Afolabi,Christine	4/21/2014	11.72	Reg	DS0077	14	9	1	158,522.00	34,874.84
					00115036	Financial Analyst	Poniatowski,Jakub	11/17/2025	0.14	Reg	DS0077	13	5	1	120,451.00	26,499.22
	300160 Total													**5**	**666,889.00**	**146,715.58**
	300161	CORPORATE FINANCE	30196	CORPORATE FINANCE DIVISION	00008873	ASST DIR	Mcmanus,James M.	10/22/2001	24.22	Reg	DS0086	15	0	1	153,319.42	33,730.27
					00015183	Associate Commissioner of Secu	Bouchard,Stephen	4/25/2022	3.70	Reg	DS0086	16	0	1	155,053.00	34,111.66
					00039603	Secur Finan Exam (Rpt & Discl)	Nikoi,Gail	9/26/2022	3.28	Reg	DS0077	13	3	1	113,607.00	24,993.54
					00075089	Securities Registration Specia	Gray,Erris	3/16/2020	5.81	Reg	DS0077	11	10	1	96,547.00	21,240.34
					00075391	Supervisory Market Examination	Mitchell,Towanna Renee	3/10/2025	0.83	Reg	DS0086	15	0	1	150,000.00	33,000.00
	300161 Total													**5**	**668,526.42**	**147,075.81**
	300162	SECURITIES LICENSING	30195	SECURITIES LICENSING DIVISION	00000483	Assistant Director for Securit	Martin,Lucinda D	12/5/2011	14.10	Reg	DS0086	15	0	1	130,582.54	28,728.16
					00037776	Securities Licensing Spec.	Sanyang,Sainey	10/17/2016	9.23	Reg	DS0077	12	4	1	101,290.00	22,283.80
					00037779	Securities Financial Examiner	Umoete,Faith	12/5/2022	3.09	Reg	DS0077	13	2	1	110,185.00	24,240.70
					00109063	Securities Licensing Specialis	Miller,Keira Lynette	4/21/2025	0.71	Reg	DS0077	13	4	1	117,029.00	25,746.38
	300162 Total													**4**	**459,086.54**	**100,999.04**
	300163	SECURITIES MARKET EXAMINATION	30197	SECURITIES MARKET EXAMINATION DIVISION	00021355	Securities Registration Specia	Mack,Samone	5/6/2024	1.67	Reg	DS0077	11	2	1	77,299.00	17,005.78
					00021395	Securities Financial Examiner	Cooper,Lakishia	2/8/2016	9.92	Reg	DS0077	14	2	1	130,221.00	28,648.62
					00085203	Securities Financial Examiner	Vaughn-Cooke,Faye Elizabeth	6/6/2022	3.59	Reg	DS0077	13	4	1	117,029.00	25,746.38
					00109976	Securities Financial Examiner	Adu,George	8/8/2006	19.43	Reg	DS0077	14	9	1	158,522.00	34,874.84

Vacant Status	Program	Program Description	CostCenter	Cost Center Description	Position Number	Title	Name	Hire Date	Length of Time (Years)	Reg/Temp/ Term	Sal Plan	Grade	Step	FTEs	Annual Salary	Fringe Benefits
	300163 Total													**4**	**483,071.00**	**106,275.62**
	300195	MARKET ANALYSIS	30235	OFFICE OF INNOVATION	00109068	Outreach Program Specialist	Herrera,Claudia L.	4/21/2014	11.72	Reg	DS0077	12	10	1	118,558.00	26,082.76
	300195 Total													**1**	**118,558.00**	**26,082.76**
	300196	OUTREACH	30235	OFFICE OF INNOVATION	00109069	Business Analyst	Nurov,Maxim	12/4/2023	2.09	Reg	DS0077	12	7	1	109,924.00	24,183.28
					00109369	Director of the Office of Inno	Zeidan,Tamara	12/19/2022	3.05	Reg	DS0086	15	0	1	177,839.00	39,124.58
	300196 Total													**2**	**287,763.00**	**63,307.86**
	300197	COMPLIANCE	30235	OFFICE OF INNOVATION	00109044	Program Analyst	Key,Roderica O	6/12/2017	8.58	Reg	DS0077	12	2	1	95,534.00	21,017.48
	300197 Total													**1**	**95,534.00**	**21,017.48**
	300199	INSURANCE MARKET EXAMINATION	30202	INSURANCE MARKET EXAMINATION DIVISION	00009191	Supvy Ins Oper Exam (Auditing)	Brown,Nathaniel Kevin	4/10/2000	25.76	Reg	DS0086	14	0	1	151,060.23	33,233.25
					00012661	INSURANCE OPR EXAM AUDIT	Ukairo,Chidinma	7/27/1987	38.47	Reg	DS0077	11	10	1	96,547.00	21,240.34
	300199 Total													**2**	**247,607.23**	**54,473.59**
F Total														**139.5**	**17,417,782.30**	**3,831,912.11**
V	100092	LEGAL SERVICES - GENERAL	30185	OFFICE OF GENERAL COUNSEL - SR0	00041785	SUPERVISOR TRIAL ATTORNEY	(blank)	(blank)	(blank)	(blank)	LX0001	02	0	1	173,831.50	38,242.93
					00042200	Attorney Advisor	(blank)	(blank)	(blank)	(blank)	LA0002	15	10	1	211,374.00	46,502.28
	100092 Total													**2**	**385,205.50**	**84,745.21**
	100151	EXECUTIVE ADMINISTRATION	30184	EXECUTIVE OFFICE - SR0	00041792	Chief of Staff	(blank)	(blank)	(blank)	(blank)	DS0086	15	0	1	152,434.50	33,535.59
	100151 Total													**1**	**152,434.50**	**33,535.59**
	100157	PUBLIC AFFAIRS	30186	OFFICE OF PUBLIC AFFAIRS	00082338	Student Intern	(blank)	(blank)	(blank)	(blank)	DS0087	07	3	0.5	23,987.50	5,277.25
	100157 Total													**0.5**	**23,987.50**	**5,277.25**
	300133	BANKING LICENSING	30163	BANKING LICENSING DIVISION	00034868	Supervisory Banking Examiner	(blank)	(blank)	(blank)	(blank)	DS0086	14	0	1	137,328.50	30,212.27
					00117457	Banking Licensing Specialist	(blank)	(blank)	(blank)	(blank)	DS0077	12	0	1	92,656.00	20,384.32
	300133 Total													**2**	**229,984.50**	**50,596.59**
	300135	BANKING MARKET OPERATION	30168	BANKING MARKET OPERATION DIVISION	00115038	Student Loan Examiner	(blank)	(blank)	(blank)	(blank)	DS0077	12	0	1	92,656.00	20,384.32
	300135 Total													**1**	**92,656.00**	**20,384.32**
	300143	INVESTIGATION	30173	INVESTIGATION DIVISION	00013699	Assistant Dir for Enforcement	(blank)	(blank)	(blank)	(blank)	DS0086	15	0	1	152,434.50	33,535.59
					00115037	Community Outreach and Engagem	(blank)	(blank)	(blank)	(blank)	DS0087	13	0	1	93,069.00	20,475.18
	300143 Total													**2**	**245,503.50**	**54,010.77**
	300151	HEALTH ACTUARIAL	30177	HEALTH ACTUARIAL DIVISION	00073445	Supervisory Health Actuary	(blank)	(blank)	(blank)	(blank)	DS0086	14	0	1	137,328.50	30,212.27
					00112218	ACTUARY	(blank)	(blank)	(blank)	(blank)	DS0077	13	0	1	106,763.00	23,487.86
	300151 Total													**2**	**244,091.50**	**53,700.13**
	300152	INSURANCE FINANCIAL EXAMINATION	30180	FINANCIAL EXAMINATION DIVISION	00012196	FINANCIAL EXAMINER INS	(blank)	(blank)	(blank)	(blank)	DS0077	13	0	1	106,763.00	23,487.86
					00017344	INSURANCE LICENSE SPEC	(blank)	(blank)	(blank)	(blank)	DS0077	12	1	1	92,656.00	20,384.32
	300152 Total													**2**	**199,419.00**	**43,872.18**
	300160	RISK FINANCE-MARKET EXAMINATION	30192	RISK FINANCE EXAMINATION DIVISION	00036363	FINANCIAL EXAMINER OFFICER	(blank)	(blank)	(blank)	(blank)	DS0077	14	1	1	126,178.00	27,759.16
	300160 Total													**1**	**126,178.00**	**27,759.16**
	300161	CORPORATE FINANCE	30196	CORPORATE FINANCE DIVISION	00117527	Investor Education and Protect	(blank)	(blank)	(blank)	(blank)	DS0077	13	0	1	106,763.00	23,487.86
	300161 Total													**1**	**106,763.00**	**23,487.86**
V Total														**14.5**	**1,806,223.00**	**1,806,223.00**
		TOTAL												**154**	**19,224,005.30**	**19,224,005.30**

Appendix 3

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 (as amended).

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		Activity (1-8) Identify all that apply	Supv. Approving Initials	Actual Time		Total Time Used	Union Rep. Initial	Supv. Approving Initials
	FROM: am/pm	TO: am/pm			FROM: am/pm	TO: am/pm			

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 proposed 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).

<u>Section 8 - Safety Committees</u>:

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.

<u>Section 9 - Medical Qualification Requirements</u>:

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).

<u>Section 10 - Light Duty</u>:

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 (VDT).

B. Continuous users who operate a video display terminal 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 charged 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.

<u>Section 3 - Sick Leave</u>:

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

Robin Yeldell, Labor Liaison
Office of Cable Television and
Technology

Suzanne Peck, Chief Technology Officer
Office of the Chief Technology Officer

Janet Mahaney, Labor Liaison
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William Howland, Director
Department of Public Works

Bertha Guerra, Labor Liaison
Department of Public Works

Brian Wilbon, Interim Director
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Cliff Dedrick, President
AFSCME Local 2743

Earl Tasco Jr., President
AFSCME Local 2092

Sheena Benjamin, President
AFSCME Local 2776

Eugene Adams, Acting Attorney General
Office of the Attorney General

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

Patricia Higgins, Labor Liaison
Department of Health

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 G. Ahluwalia

Uma Ahluwalia, Interim Director
Child and Family Services Agency

Deborah L. Wilson

Debra Wilson, Labor Liaison
Child and Family Services Agency

Appendix 4

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE October 1, 2021, through September 30, 2025

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

PREAMBLE

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

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

ARTICLE 1
WAGES

SECTION A: FISCAL YEAR 2022:

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

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

SECTION B: FISCAL YEAR 2023:

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

SECTION C: FISCAL YEAR 2024:

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

SECTION D: FISCAL YEAR 2025:

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

SECTION E: WITHIN GRADE INCREASES

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

ARTICLE 2
METRO PASS

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

ARTICLE 3
PRE-PAID LEGAL PLAN

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

ARTICLE 4
DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

ARTICLE 5
BENEFITS COMMITTEE

SECTION A:

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

SECTION B: RESPONSIBILITIES:

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

SECTION C:

The Committee shall:

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

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

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

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

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

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

ARTICLE 6
BENEFITS

SECTION A: LIFE INSURANCE:

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

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

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

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

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

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

SECTION B: HEALTH INSURANCE:

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

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

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

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

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

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

SECTION C: OPTICAL AND DENTAL:

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

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

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE:

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

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

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

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

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

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

SECTION F: SICK LEAVE:

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

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

SECTION G: OTHER FORMS OF LEAVE:

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

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

3. **Funeral Leave:**

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

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

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

SECTION H: PRE-TAX BENEFITS:

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

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

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

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

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

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

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

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

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

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

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

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

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. **TIAA-CREF PLAN:**

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

SECTION J: HOLIDAYS:

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

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

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

ARTICLE 7
OVERTIME

SECTION A: Overtime Work:

Hours of work authorized in excess of an employees assigned tour of duty in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

SECTION B: Compressed, Alternate and Flexible Schedules:

1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

SECTION C:

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

SECTION D:

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

SECTION E:

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

ARTICLE 8
INCENTIVE PROGRAMS

PART I - SICK LEAVE INCENTIVE PROGRAM:

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

SECTION A:

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

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

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

SECTION C:

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

SECTION D:

All incentive days must be used in full-day increments following the leave year in which they were earned. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. The incentive day(s) will also be credited to the employee's leave account no later than the end of April of each year. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

SECTION E:

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

SECTION F:

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

PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:

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

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

SECTION A: CALL-BACK

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

SECTION B: CALL-IN

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

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

SECTION C: ON-CALL

1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. An employee is on-call when a determination has been made that the work of that position requires the employee to remain accessible and available to the point where his or her time cannot be used effectively for the employee's own personal purposes.

3. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

SECTION D: HOLIDAY PAY

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

SECTION E: NIGHT DIFFERENTIAL

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

SECTION F: PAY FOR SUNDAY WORK

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

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

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

"Recruitment and Retention Incentives – Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.

2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

3. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS**
Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

ARTICLE 10
MILEAGE ALLOWANCE

SECTION A:

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

SECTION B:

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

SECTION C:

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

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available

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

SECTION D:

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

SECTION E:

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

ARTICLE 11
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

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

SECTION B:

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

ARTICLE 12
BACK PAY

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

ARTICLE 13
DUTY STATION COVERAGE

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

ARTICLE 14
GRIEVANCES

SECTION A:

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

SECTION B:

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

ARTICLE 15
LOCAL ENVIRONMENT PAY

SECTION A:

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

SECTION B:

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

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

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

    - High Work

2. **Moderate Exposure.** Employees subject to "Moderate" exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on*

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

- Explosives and Incendiary Materials – High Degree Hazard
- Poison (Toxic Chemicals) – High Degree Hazard
- Micro Organisms – High Degree Hazard

3. **Low Exposure.** Employees subject to "Low" exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "low" exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals
- Explosives and Incendiary Materials – Low Degree Hazard
- Poison (Toxic Chemicals) – Low Degree Hazard
- Micro Organisms – Low Degree Hazard

ARTICLE 16
NEWLY CERTIFIED BARGAINING UNITS

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

ARTICLE 17
TERM AND TEMPORARY EMPLOYEES

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

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

SECTION G:

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

SECTION H:

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

ARTICLE 18
ADMINISTRATIVE CLOSING

SECTION A:

1. Employees designated as "Essential Employees" are those who work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential" no further notice is required as long as the employee continues to occupy the position designated "Essential".

2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and result in early dismissal for other employees, government closing or during other emergencies.

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

3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, *et seq*.

4. As applicable, employees required to work when all other District Government employee are released as a result of an administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

SECTION B:

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

ARTICLE 19
SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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

ARTICLE 20
DURATION

This Agreement shall remain in full force and effect through September 30, 2025. On this _____ day of ___________2022 , and as witness the parties hereto have set their signature.

APPENDIX 1

Management's Proposal
7/26/10

INSERT DATE

Firstname Lastname
Position/Title
Department/Division

RE: On-Call Notification

Dear Mr./Ms. Lastname:

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

Sincerely,

SUPERVISOR/MANAGER NAME
SUPERVISOR POSITION/TITLE

APPROVAL

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

Muriel Bowser
Mayor

Compensation Units One and Two Collective Bargaining Agreement

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

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Lindsey Maxwell, Director
Office of Labor Relations and Collective Bargaining

S/Asha S. Bryant

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

9 June 2022

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

Karl Racine, Attorney General
Office of the Attorney General

Barbara J. Bazron, PhD., Director
Department of Behavioral Health

Brendolyn McCarty-Jones, Labor Liaison
Department of Behavioral Health

FOR THE LABOR UNIONS

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

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

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

Lisa Blackwell, President
AFGE Local 1000

Stanley Freeman, President
AFGE Local 1975

Kermit Johnson, President
AFGE Local 2725

James Battle, President
AFGE Local 2741

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

India Daniels, Labor Liaison
Fire and Emergency Medical Services
Department

S/ DORY PETERS
Dory Peters ~~David Do~~, Director (Interim)
Department of For-Hire Vehicles

Anthony Crispino, Interim Director
Department of Forensic Sciences

Keith A. Anderson, Director
Department of General Services

Ronald Thaxton, Labor Liaison
Department of General Services

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

David Memnon, Labor Liaison
Department of Health

Debbie Knox, President
NAGE Local R3-07

Lisa White, President
NAGE Local R3-08

Latoya McDowney, President
NAGE Local R3-09

Perlieshia Gales, President
NAGE Local R3-11

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

Larry Doggette, President
Public Service Employees Local 572

Lisa Wallace, Vice President (Acting)
SEIU 1199

John Gibson, President
Teamsters Local 639

George Schutter, Chief Procurement Officer
Office of Contracting and Procurement

Robin Henry, Labor Liaison
Office of Contracting and Procurement

Thomas N. Faust, Director /MKW
Department of Corrections

Paulette Johnson, Labor Liaison
Department of Corrections

Andrew Reese, Director
Department on Disability Services

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

Tracey Langley, Labor Liaison
Department of Employment Services

Tommy Wells, Director
Department of Energy and Environment

Wayne Enoch, President
AFSCME Local 2401

Felicia Dantzler, President
AFSCME Local 2743

Alfred Barnes, President
AFSCME Local 2776

Debra Walker, President
AFSCME Local 709

Darrin Roach, President
AFSCME Local 877

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

Derrick Hunter, Chairperson
FOP-DC Protective Services

Regina Robinson, Chairperson
FOP-DYRS

Ignacio Alleyne, President
NAGE Local R3-05

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

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

Lindsey Parker, Director
Office of the Chief Technology Officer

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

Robert L. Matthews, Director
Child and Family Services Agency

Allison Fax, Labor Liaison
Child and Family Services Agency

Ernest Chrappah, Director
Department of Consumer and Regulatory Affairs

Donald Tatum, Labor Liaison
Department of Consumer and Regulatory Affairs

Carrol Ward, President
AFGE Local 2978

Aretha Lyles, President
AFGE Local 3721

Kenneth Pitts, President
AFGE Local 383

Barbara Milton, President
AFGE Local 631

Deborah Williams, President
AFSCME Local 1200

Mathew Williams, President
AFSCME Local 1808

LaVerne Gooding-Jones, President
AFSCME Local 2087

Kevin Hooks, President
AFSCME Local 2092

Dr. Christopher Rodriguez, Director Homeland Security and Emergency Management Agency	Ritchie Brooks, President Teamsters Local 730
Drew Hubbard, Interim Director Department of Housing and Community Development	Kevin Pogue AFSCME local 2091
Hnin Khaing, Director Office of Human Rights	
Ayanna Lee, Labor Liaison Office of Human Rights	
Laura Green Zeilinger, Director Department of Human Services	
Tammyjo Scriven, Labor Liaison Department of Human Services	
Karima Morris Woods, Commissioner Department of Insurance, Securities, and Banking	
Katrice Purdie, Labor Liaison Department of Insurance, Securities, and Banking	

Michael A. Carter, Director
Department of Public Works

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Department of Public Works

Jed Ross, Chief Risk Officer
Office of Risk Management

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

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

Everett Lott, Director
Department of Transportation

Leah Brown, Labor Liaison
Department of Transportation

Karima Holmes, Director
Office of Unified Communications

Ingrid Jackson, Labor Liaison
Office of Unified Communications

Hilary Cairns
Department of Youth and Rehabilitation Services

Trey Stanback, Labor Liaison
Department of Youth and Rehabilitation Services

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

LaSharn Moreland, Labor Liaison
Office of the Chief Financial Officer

Richard Reyes-Gavilan, Director
DC Public Library

Veronica Ahern, Executive Director
Public Service Commission

Richard Beverly, Labor Liaison
Public Service Commission

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

Wayne Turnage, Director
Department of Health Care Finance

Felicia Rothchild, Labor Liaison
Department of Health Care Finance

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

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

Gabriel Robinson, Director
Department of Motor Vehicles

Odessa Nance, Labor Liaison
Department of Motor Vehicles

Robert J. Contee III, Police Chief
Metropolitan Police Department

Mark Viehmeyer, Labor Liaison
Metropolitan Police Department

Delano Hunter, Director
Department of Parks and Recreation

Amy Caspari, Labor Liaison
Department of Parks and Recreation

Anita Cozart, Interim Director
Office of Planning

Sandra Harp, Labor Liaison
Office of Planning

Lewis D. Ferebee, Chancellor
District of Columbia Public Schools

Appendix 5

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 OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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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 establish a 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 5 - 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 6 - 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 7 – 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 Flexiplace/Telecommuting Schedule, including Ad Hoc Telecommuting. AWS may be combined, except that a Compressed Work Schedule may only be combined with Ad Hoc Telecommuting. The existing AWS policies of all agencies are hereby incorporated by reference into this Agreement provided that they include the three AWS described in this Section. In the event that any agency does not currently have an AWS policy that includes the three AWS described in this Section, the OAG Office Order # 2015-03 shall apply until such time as the agency establishes its policy. The normal work hours shall be adjusted, consistent with a supervisor's discretion set forth in the applicable Office Order or other governing policy, 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 covered by this Office Order within a particular 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 Flexiplace/Telecommuting:

Supervisors may permit employees to use flexiplace/telecommuting plans. Employees participating in flexiplace/telecommuting 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 # 2015-03 without advance notice to the union and an opportunity to engage in impact and effects bargaining. Agencies shall not implement 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/OFFICAL 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 under *Chicago Teachers Union Local No.1 v. Hudson*, 475 U.S. 292 (1986) and related cases. 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 – 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 to pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such service fee deductions shall be allowed when the Union presents evidence that at least fifty-one percent (51%) of the employees in the unit are members of the Union.

Section 6 – Cost of Processing:

Union dues and/or service fees shall be transmitted to the Union, minus a fee of $.15 per deduction (dues or service fee) 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 7 – 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 8:

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

Section 9:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees 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 10:

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, bandwidth-consuming, or harassing material.

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
REASSIGNMENTS, PROMOTIONS, DETAILS

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 or 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 shall post such vacancy notice on all Union bulletin boards. 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 to the appropriate Union Steward 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 of the PRC 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. The Employer may also reject all candidates on the list and may request a new list.

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") in the bargaining unit are appointed to serve the District of Columbia consistent with the provisions of the Legal Service Act. An AAG 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, 2017, through September 30, 2020 (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, 2020, 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 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

Mark H. Tuohey, III, Director
Mayor's Office of Legal Counsel

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

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

Steve Anderson, President
AFGE, Local 1403

Robert A. DeBerardinis, Vice President
AFGE, Local 1403

On this 31st day of October, 2017 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

FOR THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 1403

Lionel C. Sims Jr., Esq., Director
Office of Labor Relations & Collective Bargaining

Ronald R. Ross, Deputy Director
Mayor's Office of Legal Counsel

Nadine Wilburn, Chief
Personnel, Labor & Employment Division
Office of the Attorney General

Kathryn Naylor, Attorney Advisor
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Kevin Stokes, Chief of Staff
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Olga L. Clegg, Vice President
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Anne Hollander/ SH
Anne Hollander
AFGE, Local 1403

Beth-Sherri Akyereko
AFGE, Local 1403

Dave Rosenthal
AFGE Local 1403

Marie-Claire Brown
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 10-31-2017, 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 16th day of January, ~~2017~~ 2018

Muriel E. Bowser, Mayor

Appendix 6

Department of Insurance, Securities and Banking (SR0)
Fiscal Year 2025 and 2026 Federal and Private Grant

Fiscal Year	Type of Grant	Awarded by	Grant Title	Award Date	End Date	Comments	Award Amount
2025	Federal	Department of Health and Human Services	State Flexibility to Stabilize the Market Grant Cycle II	9/15/2021	9/14/2025	Grant period from 09/15/2021 to 09/14/2025	107,573.88
	Federal	Department of Health and Human Services	Access to Women's Health	9/20/2024	9/19/2026	Grant period from 09/20/2024 to 09/19/2026	11,171.25
	Private	Investor Protection Trust (IPT)	DISB Securities Education Program	8/30/2023	12/31/2024	Grant period from 08/30/2023 to 12/31/2024	2,000.00
2025 Total							**120,745.13**
2026	Federal	Department of Health and Human Services	Access to Women's Health	9/20/2024	9/19/2026	Grant period from 09/20/2024 to 09/19/2026	598,295.75
2026 Total							**598,295.75**

For FY 2025 and FY 2026, the Grants pay for Contractual Services and all FTEs are funded by Special Purposed Revenue funds.

Appendix 7

Databases maintained by agency - FY26

	Database name	Detailed description of information within databse	Date of database establishment	Date of most recent database upgrade	Date of planned upgrade (if applicable)	Is the database public? (Y/N)	If publicly accessible, where can it be accessed?	If only a subset of database is publicly accessible, please describe the portion that is publicly accessible.
1	Valence (Securities Team)	The dataset contains confidential securities regulatory filing disclosure information. Official DC Securities Codes. District of Columbia Securities Act 2000, as amended, Division V. Local Business Affairs. Title 31. Insurance and Securities; Subtitle X. Securities. (Ch. 56)	8/18/2025	N/A	N/A	No	N/A	N/A
2	WingSwept (Enforcement Team)	This data contains Personally Identifiable Information (PII), including Social Security Number, Names, Addresses, Birth days, etc. FOIA exemption 2-534(a)(2) - “Personal Privacy”	12/8/2017	N/A	N/A	No	N/A	N/A
3	CaseAware (Banking)	This data contains Personally Identifiable Information (PII) and is exempt from public disclosure under DC Official Code § 2–534(a)(2).	1/1/2012	N/A	N/A	No	N/A	N/A
4	Nationwide Multistate Licensing System NMLS (Banking)	The Nationwide Multistate Licensing System ("Nationwide Mortgage Licensing System," NMLS," or the "System") is the system of record for non-depository, financial services licensing or registration in participating state agencies, including the District of Columbia and U.S. Territories of Puerto Rico, the U.S. Virgin Islands, and Guam. In these jurisdictions, NMLS is the official system for companies and individuals seeking to apply for, amend, renew and surrender license authorities managed through NMLS by 62 state or territorial governmental agencies. NMLS itself does not grant or deny license authority. NMLS is the sole system of licensure for mortgage companies for 58 state agencies and the sole system of licensure for Morgage Loan		N/A	N/A	No	N/A	N/A
5	System for Electronic Rates&Form Filings SERFF (Insurance)	SERFF is used by DISB Insurance Examiners to review several insurance products for compliance with State and federal law. Products include Property and casualty, personal auto, commercial auto, commercial property, life insurance, annuities, title, FOIA pertaining to Health products		N/A	N/A	No	N/A	N/A
6	Blue Express (Securities - Corp Fin)	This dataset is used by DISB to allow prospective securities dealers to file electronically and then be imported into STAR System. Blue Express is a service provided by BNYMellon that allows securities dealers wanting to do business in DC to file electronically. Valence System imports the daily registrations into its database.		N/A	N/A	No	N/A	N/A
7	NAIC State Based System - SBS- Producer Licensing- Insurance Licensing team)	This dataset contains Personally Identifiable Information (PII) and is exempt from public disclosure under DC Official Code § 2–534(a)(2).		N/A	N/A	No	N/A	N/A
8	NAIC - Premium Tax Collection- Optins- (Insurance Licensing Team)	The OPTins database includes the filer information, the company information for whom the premium tax was paid and all information submitted on the premium tax form as well as all payment information.		N/A	N/A	No	N/A	N/A
9	NAIC State Based System - SBS- Consume Services- (CAD team)	This data contains Personally Identifiable Information (PII) and is exempt from public disclosure under DC Official Code § 2–534(a)(2)		N/A	N/A	No		
10	NAIC - State Based System SBS Company Licensing- (Insurance Licensing team)	This data contains Personally Identifiable Information (PII) and is exempt from public disclosure under DC Official Code § 2–534(a)(2)		N/A	N/A	No	N/A	N/A
11	NAIC - NIPR Licensing information- State Based Systerm SBS - (Insurance Licensing team)	This data contains Personally Identifiable Information (PII), including Social Security Number, Names, Addresses, Birthdays, etc. FOIA exemption 2-534(a)(2) - “Personal Privacy”		N/A	N/A	No	N/A	N/A
12	NAIC - NAIC Producer Database - Optins- (Insurance Licensing Team)	NAIC Producer Database (PDB) file includes: 1) Social Security Number, 2) Date of Birth, 3) Addresses, 4) License Type, 5) Line of Authority, 6) Company Appointments and 7) Company Appointment Terminations, and 8) License Status, etc.		N/A	N/A	No	N/A	N/A

Appendix 8

Regtech: How Technology is Enhancing Regulatory Compliance

2025

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I. Introduction

Regulatory technology (Regtech) refers to the use of technology to help organizations comply with regulations more effectively and efficiently. It encompasses a diverse range of technologies, including Artificial Intelligence (AI), machine learning, blockchain, and cloud computing. Regtech is applied across various aspects of regulatory compliance, such as automating report submissions, identifying and mitigating risks, and enhancing KYC and AML procedures.

By leveraging Regtech solutions, businesses can streamline compliance processes, reduce operational costs, and improve the accuracy and timeliness of regulatory reporting. Regtech also empowers organizations to proactively detect and address compliance risks through real-time monitoring and predictive analytics. Importantly, it contributes to safer markets and stronger consumer protection, fostering a more resilient and robust business environment.

As financial services firms strive to keep pace with evolving regulatory requirements, many are adopting Regtech tools to meet their regulatory compliance obligations. However, the integration of these technologies also presents new challenges and regulatory considerations that firms must carefully evaluate.

This report highlights current developments in the Regtech industry and incorporates data from research conducted by PwC, Deloitte, Ernst & Young, FINRA, FSB, World Economic Forum, Oliver Wyman, and Thomson Reuters.

II. The Case for Regtech

This chapter is based on "Regtech on the rise: Transforming compliance into financial services competitive advantage" report by Oliver Wyman, "Regtech: A new disruption in the financial services space" report by PwC, "Regtech: Navigating the right technology to manage the evolving regulatory environment" report by Ernst & Young, and "Regtech is the new FinTech: How agile regulatory technology is helping firms better understand and manage their risks" report by Deloitte.

Regulation is a fundamental pillar supporting the financial services industry, ensuring protection of investors and integrity of markets. Over the past century, regulatory requirements have evolved, both in the U.S. and globally, to keep pace with the growing complexity, speed, and sophistication of the financial markets.

The 2008 financial crisis ignited a wave of increased regulation in the financial sector. More than a decade later, financial markets remain highly regulated. New regulations extend beyond the capital and liquidity requirements that stemmed directly from the crisis, encompassing consumer protection, anti-money laundering, data privacy, cybersecurity, and more. For financial services firms, adhering to these regulations has become imperative.

The most direct and obvious consequence of this regulatory growth has been the increased complexity and cost of compliance. While headcount in customer-facing roles within the financial industry has decreased, the number of staff dedicated to control functions and compliance has surged. In 2018, Oliver Wyman estimated that between 10% and 15% of financial services employees were focused on compliance and risk management.

Since the 2008 financial crisis, the global banking industry has experienced a dramatic rise in compliance costs. According to the Financial Times, these costs soared to $780 billion by 2018, driven largely by inconsistent national regulations. Moreover, compliance failures have become extremely costly, with financial institutions paying over $321 billion in fines and penalties during this period, as reported by CB Insights.

Even before the 2008 financial crisis, the financial services industry was subject to complex regulations. The financial sector continues to experience ongoing regulatory change, and the growing volume and complexity of new rules pose significant operational and compliance challenges for financial institutions. To alleviate the burden of these evolving requirements, many firms are turning to innovative technology solutions.

In recent years, financial institutions have increasingly partnered with Fintech companies to enhance various aspects of their operations. While the initial focus was on customer-facing innovations, attention has since shifted toward back-end processes. As regulatory scrutiny around compliance intensifies, Regtech has gained significant prominence.

As discussed earlier, the rise of Regtech has been driven by an increasingly complex regulatory landscape, particularly in the financial services sector. This regulatory complexity has necessitated more efficient compliance solutions. Regtech is empowering organizations with the tools needed to streamline and sustain regulatory compliance. It has the potential to improve operational efficiency, foster greater transparency between market participants and regulators, drive industry standardization, and ultimately deliver increased value to shareholders.

Increasing regulatory expectations have had a significant operational impact on firms, necessitating modern compliance solutions. Market participants are increasingly turning to Regtech tools to help develop efficient compliance programs. These tools can fundamentally transform how financial services industry participants fulfill their compliance obligations. Similarly, regulators are seeking to enhance their oversight efforts by leveraging Regtech solutions powered by innovative technologies. For example, FINRA has deployed cloud storage and computing, big data analytics, machine learning, and natural language processing to strengthen its market surveillance and other regulatory functions.

III. The Emergence of Regtech

This chapter is based on the reports "Regtech: A new disruption in the financial services space" by PwC and "Technology Based Innovations for Regulatory Compliance ("Regtech") in the Securities Industry" by FINRA.

A growing number of startups are leveraging technology to assist financial institutions with their regulatory compliance efforts. Additionally, many incumbent financial services firms have begun developing Regtech tools in-house. According to a Thomson Reuters survey of over 500 compliance and risk professionals, "Regtech has begun to shape compliance. More than half (52%) of respondents considered that Regtech solutions were affecting how they managed compliance in their firms, with almost a fifth (17%) reporting they have already implemented one or more Regtech solutions.

A CB Insights study notes that Regtech startups globally raised nearly $5 billion in funding across 585 deals between 2013 and 2017, with the majority focused on compliance in the financial services sector. The recent rise of the Regtech industry has been shaped by both regulatory developments and technological innovations. While the use of technology to meet regulatory requirements is not new, the confluence of evolving regulations and advanced technologies has created strong incentives for firms to rethink how compliance functions operate.

The 2008 financial crisis triggered a wave of new regulatory requirements for market participants, designed to strengthen the financial system and reduce the likelihood of future crises. In response, financial firms have worked to keep pace with the rapidly evolving regulatory landscape and to find better ways to comply with both new and existing rules. As a result, many institutions now face a greater need, and a stronger incentive, to optimize their limited resources by leveraging technology to build compliance programs that are both effective and efficient.

The emergence and mainstream adoption of innovative technologies in recent years have also contributed to the rise of Regtech. Compliance functions now leverage a range of tools, including Artificial Intelligence (AI), cloud-based computing, Application Programming Interfaces (APIs), big data, and blockchain technology. These new technologies offer significant opportunities for firms to develop and deploy applications that enhance existing compliance efforts, reduce costs, and integrate risk management more effectively across enterprise operations

Regtech offers multiple benefits to financial institutions, including data management, predictive analytics, compliance intelligence, real-time analysis, and fraud management, each of which will be examined below.

- **Data Management.** In recent years, financial institutions have increasingly sought ways to analyze both structured and unstructured data in order to gain deeper insights. To comply with evolving regulatory requirements, they must now store, access, and process data on an unprecedented scale. New regulations are forcing market participants to reimagine their approach to data management. Regtech solutions help streamline these processes.

- **Real-Time Analysis.** Regtech has the potential to revolutionize compliance by enabling real-time data analysis for financial institutions. Through advanced analytics, Regtech can perform a range of assessments, including scenario analysis, regulatory ecosystem analysis, and real-time user engagement analysis, on a global scale. These capabilities enable firms to maintain compliance by proactively identifying risks and swiftly addressing issues.

- **Predictive Analytics.** One of the long-term benefits of Regtech in risk management is its use of predictive analytics. By examining the root causes of past regulatory breaches, predictive analytics can help identify emerging risks and potential compliance issues. Regtech also plays a critical role in risk modeling, offering tools to simulate and assess complex scenarios. With ongoing advancements in AI, these solutions are becoming even more powerful.

- **Compliance Intelligence.** Regtech tools provide enhanced compliance monitoring, enabling businesses to stay aligned with both existing and emerging regulatory requirements. This proactive approach, known as compliance intelligence, utilizes advanced analytics to evaluate regulatory requirements and adjust operational processes accordingly. By addressing regulatory challenges effectively, organizations can minimize both operational and financial risks.

- **Fraud Management.** Regtech solutions focused on KYC and AML screenings and AI-powered fraud prevention have gained substantial traction among banks and other financial market participants. These new technologies empower institutions to mitigate risk and improve compliance efficiency. By adopting Regtech, companies can streamline regulatory workflows, reduce operational costs, and significantly lower the risk of exposure to fraud.

IV. Examples of Regtech Applications

This chapter is based on "Technology Based Innovations for Regulatory Compliance ("Regtech") in the Securities Industry" report by FINRA, and examines the securities industry as a case study in Regtech implementation.

To better understand the impact of Regtech, FINRA conducted a review to examine the adoption of Regtech tools within the securities industry. As part of these efforts, FINRA held discussions with a broad range of stakeholders, including broker-dealer firms, Regtech associations, technology vendors, academic experts, and other industry participants.

The findings revealed that securities market participants are increasingly exploring and utilizing Regtech tools to enhance regulatory compliance. Furthermore, this report will examine the utilization of Regtech tools in five main areas identified by FINRA: surveillance and monitoring, customer identification and AML compliance, regulatory intelligence, reporting and risk management, and investor risk assessment.

1. Surveillance and Monitoring

Based on discussions held by FINRA staff with various industry stakeholders, surveillance and monitoring is an area where Regtech is gaining substantial traction. Market participants have indicated that they are investing significant resources in Regtech tools that leverage AI, machine learning, and big data analytics to obtain more accurate alerts and enhance their compliance programs. Several market participants have noted significant reductions in false alerts generated by surveillance systems after implementing Regtech tools.

Regtech tools generally aim to move beyond traditional rule-based systems toward a predictive, risk-based surveillance model that identifies and exploits patterns in data to inform decision-making. For example, computer programs trained on historical data can be used to detect suspicious patterns and trends in current data or anticipate future ones. These programs typically learn by periodically or continuously incorporating new data through a feedback process designed to refine future alerts.

Certain Regtech tools potentially enable the review of a greater volume and variety of information, thereby enhancing the operation of a firm's regulatory compliance program. Specifically, vendors have begun offering tools to record, monitor, and analyze various forms of communication (e.g., audio and video). These tools empower firms to transition from sample-based reviews of communications to potentially surveilling and reviewing all relevant communications.

Some Regtech tools that utilize a more predictive, risk-based surveillance model also focus on linking data streams that were previously viewed largely in isolation. For instance, the relationship between certain structured data (such as trade orders and cancels, market data, and customer portfolios) and unstructured data (such as emails, social media profiles, and other communications) has historically been difficult to establish. However, Regtech tools are being developed to integrate these disparate data forms and identify and track related anomalies that warrant attention.

2. Customer Identification and AML Compliance

Another area where there has been greater interest in the adoption of Regtech tools involves Know Your Customer (KYC) and Anti-Money Laundering (AML) programs. Customer identification and AML-related rules and regulations are critical to legitimate financial markets. They allow market participants and regulators to identify and detect potential money laundering and terrorist financing activities.

Market participants have informed FINRA that traditional approaches to customer identification and AML monitoring often fall short of expectations. In response, the financial industry is increasingly turning to Regtech tools in search of more effective solutions. Both emerging startups and established firms are introducing innovative technologies aimed at enhancing the efficiency and effectiveness of customer identification and AML systems.

For example, some vendors are offering Regtech tools that leverage biometrics to more effectively identify and track customer activity. Others are seeking to integrate customer-provided data with external data sources, using advanced analytics to generate a more comprehensive and dynamic customer profile. Certain Regtech tools offer the capability for real-time transaction monitoring, enabling faster detection of suspicious activity and enhancing compliance.

Beyond firm-specific approaches and tools, some vendors and financial institutions are exploring shared solutions for customer identification and AML purposes. Those types of technological solutions have the potential to reduce the overall compliance burden across the financial industry. Shared solutions may also enable the pooling of data from various market participants, thereby enhancing the ability to trace transactional relationships across firms.

3. Regulatory Intelligence

To ensure compliance with evolving regulations, financial firms rely on regulatory intelligence programs. These programs focus on identifying and interpreting changes to rules and regulations, often across multiple jurisdictions. Recognizing the significant resources required in this area, market participants are exploring the use of Regtech tools to streamline these compliance programs and improve their overall effectiveness.

Regtech tools assisting with regulatory intelligence typically provide a user-friendly catalog of regulatory requirements that is updated in real-time. These tools often include timely reminders on forthcoming changes, alerting firms to review their supervision and compliance operations. Vendors in this space are increasingly leveraging Natural Language Processing (NLP) and Machine Learning (ML) to read and interpret new and existing regulatory requirements.

This advanced functionality allows vendors to offer gap analyses to clients, identifying potential deficiencies within an organization's compliance program. These Regtech tools aim to automate at least portions of what is otherwise an extremely manual and time-consuming process. This process traditionally involves firms tracking relevant regulatory changes, determining the necessary adjustments to their compliance programs, and then implementing those changes.

Some regulators are also exploring and adopting technology. For example, the UK Financial Conduct Authority (FCA) and the Bank of England (BoE) have launched an initiative to make their rulebooks "machine-readable," enabling easier processing and interpretation by machines and seamless integration into firms' regulatory intelligence systems.

Furthermore, some Regtech tools aim to embed compliance functions directly into a firm’s daily operations. These tools often require compliance checks before any action is taken. For instance, in the context of derivatives trading, Regtech solutions help financial firms ensure compliance with applicable rules and regulations prior to executing trades.

4. Reporting and Risk Management

Reporting and risk management represent another area where financial firms are increasingly leveraging Regtech tools. These solutions utilize technology to automate processes, addressing challenges posed by multiple data sources and manual errors. This enables the generation of comprehensive, coherent, and standardized reports, significantly reducing the time and effort required by financial institutions. Not only does this save firms considerable resources, but it also simplifies the analysis process for regulators by ensuring consistent reporting standards.

Since the 2008 financial crisis, the financial services industry has faced a surge of new regulations. Previously, firms relied on manual processes to address new reporting requirements, leading to a heightened demand for skilled resources and significant compliance costs. Today, a multitude of technology options are available for financial institutions to leverage. This enables firms to re-evaluate their manual processes and implement automation solutions aimed at reducing reporting risks, lowering costs, and improving overall efficiency.

Many financial institutions invest heavily in compliance to mitigate regulatory risks. Regtech tools present an opportunity to strengthen regulatory compliance through innovative technologies. Financial institutions often start by deploying report automation tools to reduce manual processes. From there, they may adopt more advanced technological solutions to further enhance automation, streamline operations, and boost overall efficiency.

5. Investor Risk Assessment

To deliver suitable investment advice, financial institutions must accurately assess client risk appetite and risk tolerance. This requires gathering client information and implementing robust policies and procedures, subject to periodic updates and refinements. The development of Regtech solutions specifically designed for investor risk assessment represents a relatively small but rapidly growing segment within the broader Regtech landscape.

These types of Regtech tools leverage technological advancements, such as data aggregation and machine learning, combined with behavioral science to assess an investor’s risk appetite and tolerance in a more scientific and objective manner than traditional methods. For example, some tools evaluate an investor’s risk profile based on their performance in interactive “games” designed to reveal behavioral responses to shifting market conditions and portfolio outcomes.

This information, combined with an investor's stated preferences, provides a more holistic understanding of their risk tolerance. Furthermore, certain Regtech tools actively monitor investor portfolios in real time, adapting to changing market conditions and generating recommendations that better align the portfolio with the investor’s risk profile.

V. Conclusion

This report has explored Regtech, highlighting how technology is reshaping the regulatory compliance landscape. The growing complexity and volume of regulations, coupled with rapid technological advancements, have created a favorable environment for Regtech solutions and their application across diverse industries, particularly within financial markets.

Regtech provides significant advantages for financial institutions, including enhanced efficiency, lower operational costs, and more robust risk management. By automating routine tasks, streamlining data management, and delivering real-time insights, Regtech enables organizations to navigate the complexities of regulatory compliance more efficiently.

Importantly, Regtech platforms can generate valuable business intelligence by utilizing data analytics tools to identify and mitigate risks. This data-driven approach enables financial institutions to make more informed decisions and gain a competitive edge. Increasingly, not only financial institutions but also regulatory bodies are recognizing the potential of Regtech, particularly its capacity to deliver real-time data and robust monitoring capabilities.

However, the adoption of Regtech also introduces certain challenges, particularly around data security and privacy. As the Regtech landscape continues to evolve, collaboration among regulators, industry stakeholders, and technology providers will be crucial to unlocking the full potential of this technology while effectively managing associated risks.

Appendix 9

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Insurtech: A Closer Look into Insurance Technology

2025

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I. Introduction

Insurtech, or insurance technology, is a rapidly evolving sector that is transforming the traditional insurance industry. By leveraging emerging technologies such as machine learning, artificial intelligence, and big data, Insurtech companies are personalizing insurance policies, streamlining claims processing, and offering on-demand coverage. These advanced tools are being effectively deployed across a broad range of operational insurance processes, including underwriting, policy administration, risk assessment, and claims adjudication, to improve efficiency.

Historically risk-averse, the insurance industry is undergoing a significant transformation driven by financial technology. Technological advancements, coupled with the capacity to capture and analyze vast amounts of data, have empowered tech-driven insurance platforms and technology providers to address challenges and inefficiencies within the insurance industry. Notably, this transformation is advancing financial inclusion by making insurance products more accessible and affordable to consumers in both developed and emerging economies.

This report highlights current developments in the Insurtech industry and includes data based on research conducted by the Society of Actuaries, Milken Institute, IFC, McKinsey & Company, Accenture, and PitchBook.

II. The Evolution of the Insurance Industry

This chapter is based on the report "Insurtech: A Guide for the Actuarial Community" by the Society of Actuaries.

Originally, Insurtech was considered a part of the broader Fintech industry. However, as technology innovations within the insurance sector advanced, Insurtech evolved into a distinct category. For Fintech, technology innovations such as PayPal and online banking emerged even before the term "Fintech" became widely recognized, and the same holds true for Insurtech. Looking back, companies like Progressive began offering insurance coverage online in 1990s.

The use of the term "Insurtech" started in the early 2010s and was widely adopted from 2015. The insurance industry has often been depicted as "traditional" and "slow moving," perhaps, in part, because of its long history dating back to the 18th century when the first life insurance company was established. The Amicable Society for a Perpetual Assurance Office, founded in London in 1706, is widely regarded as the world's first life insurance company.

Below, we will explore key factors that define the insurance industry, such as customer profile, distribution, regulation, and technology, as well as the main drivers of transformation within each category.

- **Customer:** Insurance is sometimes required by law or becomes a necessity due to the high costs associated with potential risks – from costly medical expenses to income loss resulting from unforeseen events. In the life insurance industry, many policies are long-term policies that last for decades. Customer experience often took a backseat when competing with other business priorities such as distribution, profitability or regulatory compliance.

  Consumer expectations in the insurance industry have been influenced by their experiences with other industries. Shaped by the standards set by technology giants such as Amazon, Apple, and Google, customers now anticipate similar levels of convenience, personalization, and seamless digital experiences from their insurance providers.

  Accenture's Global Insurance Consumer Study provides some insights into what modern insurance customers expect from carriers. Specifically, more insurance customers, especially millennials, are increasingly open to purchasing policies and making claims in a digital form. Consumers are accepting more personalized offerings by exchanging personal data with insurers. Customers also value the freedom to choose how they interact with insurers (e.g., in-person, phone call, email or virtual chat) and the key for insurers is to achieve "the right balance between digital and human interaction" as "insurance can be an emotionally complex business for consumers."

- **Distribution:** Agents and brokers have been the main insurance distribution channels, slowing down the move to digital insurance distribution despite the rise in online shopping in the past decade. For example, in both the 2010 and 2019 studies, 89% of the market share was distributed by independent and affiliated agents, while the direct channel, which includes internet sales, increased by just 2%, from 4% to 6%. The complexity of certain insurance products and the need to educate customers are prime contributors to this trend.

  Traditional distribution channels where agents and brokers play a major role in acquiring customers contribute to much higher expense ratios that directly affect profitability. For instance, the top 30 global carriers experienced a 7% increase in acquisition costs between 2004 and 2018, from 18% to 25%, according to Insurance Journal.

  An industry report published by McKinsey & Company on insurance distribution global trends stated that, even though the insurance industry is currently dominated by agents and brokers, direct channels have experienced faster growth and increased share. Current trends suggest a pronounced shift toward an approach that includes both traditional intermediary and direct channels in the coming years.

- **Regulation.** As in many other markets, the insurance industry in the United States is highly regulated, particularly for consumer insurance products. Adopting new technologies and innovations typically comes with regulatory scrutiny. The requirement to file all necessary forms, rates, and rules, and sometimes to explain updated products, pricing, and underwriting strategies, has disincentivized carriers from innovating.

  U.S. insurance regulators have been embracing and encouraging technological change. For example, National Association of Insurance Commissioners (NAIC) established the Innovation Cybersecurity and Technology Committee to provide a forum for state insurance regulators to learn about and discuss cybersecurity, innovation, data security and privacy protections, and emerging technology issues; to monitor developments in these areas that affect the state insurance regulatory framework; and to maintain an understanding of evolving practices and the use of innovative technologies by insurers and producers in their respective lines of business.

- **Technology.** Legacy systems in many insurance companies create additional barriers to innovation, which often require the adoption of modern technologies. Based on the CB Insights data, insurance industry leaders have historically viewed technology as a cost center rather than a strategic opportunity.

  Many Insurtech companies offer technological solutions designed to help insurance companies reduce costs and enhance customer service. Legacy systems can often hinder these efforts, prompting insurers to weigh the costs and benefits of modernizing their infrastructure. However, in today's rapidly evolving and competitive landscape, the advantages of such modernization frequently outweigh the challenges of transition.

  While a radical system redesign can be a significant, costly, and disruptive endeavor, many technology companies offer Application Programming Interfaces (APIs) that facilitate integration between legacy systems and modern solutions. This approach enables insurers to leverage modern technologies more swiftly and cost-effectively, accelerating the adoption of Insurtech innovations.

III. Insurtech Applications

This chapter is based on "Insurtech: A Guide for the Actuarial Community" report by the Society of Actuaries and "Insurtech Rising: A Profile of the Insurtech Landscape" report by the Milken Institute.

Insurtech is reshaping the entire insurance value chain – from product development to claims processing and policy management. These solutions can be applied across various stages of the insurance lifecycle. For example, technology can support the end-to-end customer acquisition process by enabling fast and convenient quoting, enhancing price discovery, and providing pricing transparency to customers, agents, brokers, and underwriters. Additionally, it can facilitate the immediate issuance of digital contracts and the creation of policy records.

Insurtech can also enable a digital, streamlined, and transparent claims and settlement process. This is critical to the customer experience, especially since filing a claim often involves unexpected and stressful life events. By increasing efficiency across the insurance industry, technology delivers benefits to both insurers and their customers.

One example of technological innovation is the sale of "bite-sized" insurance or "insurance on demand." By leveraging digital interaction, Artificial Intelligence (AI), and, in some cases, a broader range of data sources, companies can offer coverage for shorter durations, such as a month instead of six months or a year. This approach has made insurance more affordable, particularly in markets where setting up periodic payments is difficult or impossible.

Another example is insurance that can be effectively switched on and off – for instance, insuring a bicycle when the owner lends it to a friend, or a laptop while traveling. Although short-term policies have long existed for products like travel insurance, digital technologies have made these offerings more practical and cost-effective to administer.

IV. Understanding the Dynamics Between Insurtechs and Traditional Insurers

This chapter is based on "How Insurtech Can Close the Protection Gap in Emerging Markets" report by IFC, "Insurtech – The Threat that Inspires" report by McKinsey & Company, and "The Rise of Insurtech" report by Accenture.

Insurtechs are able to go to market in fundamentally different ways than traditional incumbents. One key advantage they leverage is freedom from legacy products, processes, and IT systems. This allows Insurtechs to design digital-first processes, products, and platforms from the ground up, utilizing the latest technological solutions. Like Fintechs, Insurtechs often focus on specific niche areas rather than attempting to deliver end-to-end solutions.

Collaboration between established insurers and emerging Insurtechs is not without its challenges. Some traditional insurers are more than 300 years old, while many Insurtechs are less than 300 days old. This stark contrast can lead to significant differences in culture and workforce dynamics. While Insurtechs bring innovation and agility, they must recognize the risk-averse nature of the insurance industry. At the same time, incumbent insurers must embrace technological advancement to remain competitive in a rapidly evolving landscape.

Insurers increasingly recognize that new technologies are reshaping the daily lives of their customers. To remain competitive, they must adapt to this evolving technological landscape. While Insurtech is undeniably a disruptive force, traditional insurers are beginning to see it less as a threat and more as an opportunity. There is growing momentum toward collaboration with technology startups, as insurers seek to harness innovation rather than resist it. By embracing Insurtech and fostering innovation, traditional players can position themselves for long-term success in the digital age.

Relationships between insurance providers and Insurtech startups are evolving in diverse ways, and it is increasingly evident that no insurer or broker can afford to overlook Insurtech. As a result, several engagement strategies have emerged: partnering, investing, acquiring, or developing in-house solutions. Most insurance companies adopt a hybrid approach, combining strategic partnerships with internal development. Some also choose to invest in, or acquire, startups, often as an alternative or complement to building technological solutions in-house.

V. Insurtech and Other Emerging Technologies

The insurance industry is undergoing a rapid transformation driven by emerging technologies. From AI and blockchain to the Internet of Things (IoT) and big data analytics, these innovations are reshaping the industry. This report will focus on two disruptive technologies, AI and blockchain, and their impact on the insurance sector, based on the PitchBook data.

1. Artificial Intelligence

AI algorithms can be extremely effective in analyzing large datasets to assess risk profiles and automate the insurance underwriting process, making it faster and more accurate. By utilizing data analytics and AI tools, Insurtech companies can assess risks more accurately, offer personalized policies, and streamline claims processing. Already widely adopted across the industry, AI-driven underwriting leverages historical claims data, behavioral patterns, and external variables.

For example, Insurtech company Lemonade initially launched with a strong focus on AI to automate the underwriting process, issuing policies instantly based on real-time data analysis. Its AI systems continuously learn from new data to dynamically adjust pricing, delivering competitive and personalized premiums. This approach not only accelerates policy issuance but also enhances customer experience by offering tailored coverage with minimal friction.

In Q1 2024, insurance company Nationwide announced a partnership with DigitalOwl, a startup specializing in the analysis and summarization of medical records using advanced AI technology. This collaboration aims to improve the efficiency and accuracy of life insurance underwriting. By leveraging DigitalOwl's AI capabilities, Nationwide seeks to provide better service to potential members, reflecting its commitment to innovative, tech-driven solutions.

Another startup, Federato, focuses on improving underwriting through its AI platform. The platform employs machine learning and advanced analytics to provide underwriters with dynamic insights and optimized workflows. Specifically, it integrates data from various sources to automate repetitive tasks and support better risk assessment and decision-making. The AI helps identify trends and patterns, enabling more strategic and informed underwriting decisions.

2. Blockchain Technology

Blockchain technology offers transformative potential for the insurance industry by addressing both operational and security challenges. At its core, blockchain is a digital ledger that securely records transactions across a network of computers. This transparency ensures that all parties involved in a transaction have access to a single, immutable source of truth, thereby reducing disputes and eliminating the need for intermediaries. By harnessing the power of blockchain, the insurance industry can drive innovation, improve efficiency, and enhance the customer experience.

PitchBook's study identified several promising blockchain use cases for the insurance industry:

- **Automated claims processing.** Smart contracts on blockchain can automatically trigger claims payouts when specific conditions are met, thus speeding up the claims process and reducing the need for manual intervention.
- **Fraud detection and prevention.** Blockchain's immutable ledger can store policyholder information, claims, and transactions in a transparent and secure manner, making it easier to detect and prevent fraudulent activities.
- **Risk management and reinsurance.** Blockchains can facilitate secure, transparent data-sharing and automate agreements with smart contracts. This reduces operational costs and streamlines processes.
- **Parametric insurance.** This type of insurance pays out automatically when predefined parameters such as weather conditions and natural disasters are met, leveraging blockchain to verify data and execute smart contracts.

Since 2020, insurers have increasingly leveraged blockchain technology to streamline their operations. For example, Zurich Insurance Group implemented a blockchain system in 2021 to streamline and expedite complex claims handling. Tokio Marine conducted a pilot project using blockchain technology for marine cargo insurance, aiming to reduce the time and paperwork required for issuing insurance certificates for marine cargo. The blockchain-based system enabled real-time tracking and verification of insurance certificates, mitigating fraud risks and documentation errors.

In April 2024, Aon announced that it had completed a blockchain pilot in collaboration with Nayms, a crypto-compatible insurance marketplace, and Copper, a digital assets custodian. The pilot focused on placing insurance on-chain through blockchain and smart contract technology. Aon utilized Copper's Web3 custodial wallet to sign transactions and transfer funds securely on Nayms' platform. Through this system, Aon was able to quote insurance policies on-chain and automatically allocate commissions through smart contracts without manual intervention.

At the same time, blockchain adoption in the insurance industry faces some challenges, including regulatory uncertainty, as seen when AXA had to discontinue its blockchain-based product, Fizzy, due to unclear legal frameworks surrounding smart contracts. Integrating blockchain with legacy systems is complex and often leads to data consistency issues and increased costs. Additionally, while blockchain enhances security, it introduces new cyber risks, such as the potential for private key compromises, which require robust protective measures. These challenges highlight the need for careful implementation and regulatory support to fully realize blockchain's potential in the insurance industry.

VI. Conclusion

The insurance industry is undergoing a swift transformation, driven by technological advancements and rapidly changing consumer expectations. Insurtech, a new powerful force, is at the forefront of this revolution, leveraging cutting-edge technologies such as Artificial Intelligence (AI) and blockchain to reshape the industry's landscape.

Insurtech startups are disrupting traditional business models by offering innovative solutions that enhance efficiency, improve customer experience, and mitigate risk. By embracing digital innovation, insurers can unlock new opportunities, streamline operations, and better serve their customers. However, this transformation is not without its challenges. Regulatory hurdles, legacy systems, and cybersecurity risks can hinder the adoption of new technologies.

Despite these challenges, the potential benefits of Insurtech are significant. As the industry continues to evolve, we can expect to see even more innovative solutions that redefine how insurance is delivered and consumed. By embracing technology, the insurance industry can position itself for long-term success in a rapidly evolving digital landscape.

Appendix 10

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The State of Fintech Innovation and Regulation in 2025

2025

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I. Introduction

The global financial landscape is evolving rapidly, driven by emerging technologies. Fintech – short for financial technology – has been a key force in reshaping the financial services industry over the past decade. It presents a unique opportunity to democratize access to efficient, convenient, and affordable financial services, particularly benefiting individuals and communities historically underserved by traditional financial institutions.

As highlighted in the June 2024 report "Prudence, Profits, and Growth," a joint publication by Boston Consulting Group and QED Investors, fintech companies are projected to generate $1.5 trillion in annual revenue by 2030. This represents significant growth of roughly five times from 2023 levels, reflecting the accelerating influence of fintech across global financial services and its critical role in shaping the future of the financial industry.

Regulation is a fundamental aspect of the financial services industry, and fintech is no exception. The primary challenge lies in the disparity between the rapid rate of the innovation and the ability of regulators to keep pace. New technologies, such as artificial intelligence, are complex and constantly evolving. They require an adaptive regulatory environment. Modernized technology policies are essential to foster a thriving fintech ecosystem.

This report provides an overview of new fintech products and federal regulations governing the fintech industry. The report also examines regulatory frameworks applicable to emerging technologies, such as blockchain and AI. It is important to note that this report provides a high-level overview of the current regulatory landscape at the federal level and is not intended to be exhaustive, as developments in fintech regulation are evolving rapidly.

II. Fintech Subsectors

The major subsectors of the fintech industry include payments and digital banking, online lending, embedded finance, Regtech, Insurtech, and Wealthtech. Each of these areas has experienced significant growth over the past decade. While they represent distinct segments within fintech industry, two emerging technologies – blockchain and artificial intelligence – have the potential to reshape the entire financial sector. These transformative technologies will be examined in greater detail in Chapter III.

1. Payments and Digital Banking

1.1. Payments

Fintech innovation is rapidly transforming the U.S. payments industry. By offering faster, more convenient, and secure payment methods, fintech is changing the market landscape. Two major industry segments where the transformation is happening are peer-to-peer (P2P) payments and in-store retail transactions.

Peer-to-peer (P2P) payments refer to the transfer of funds from one personal account to another. Providers of this service include technology firms such as PayPal. P2P payment solutions like Venmo and Zelle enable instant money transfers between individuals, simplifying expense sharing and personal payments. Recently, blockchain payment solutions, such as stablecoins, have emerged to facilitate faster and cheaper transactions.

In-store payments are enabled by smartphone apps that use near-field communication (NFC), quick response (QR) codes, or barcodes to initiate payment, in place of a physical credit/debit card or gift card. Mobile wallets such as Apple Pay and Google Pay allow users to make seamless contactless payments using smartphones.

1.2. Digital Banking

Fintech has been a major disruptive force in the banking industry. Fintech companies are leveraging innovation to offer quick onboarding, competitive rates, and a better customer experience. They provide convenient mobile apps for everyday banking, often with lower fees and faster processing times compared to traditional banks.

For instance, neobanks offer a modern approach to banking, offering personalized services, real-time payments, and competitive pricing. Today, this sector comprises over 20 active companies. Neobanks are gaining significant popularity due to their affordable and user-friendly services, especially among younger demographics.

Fintech companies offer digital banking solutions that are often more convenient and accessible than those provided by traditional banks. Neobanks have become a key part of the financial ecosystem due to their ease of use and low cost. They often allow formerly unbanked consumers to access credit cards and checking accounts. For example, neobanks such as Chime and Revolut are entirely digital banks with no physical branches.

1.3. EWA

Earned Wage Access (EWA) products allow workers to access their paycheck before their scheduled payday. These products provide employees with flexible access to their earned wages, helping them improve financial well-being while avoiding predatory lending options that may damage their credit scores and incur significant financial costs.

EWA services like Payactiv, DailyPay, and One@Work have gained popularity as more providers offer them and more businesses and consumers embrace them. EWA fees are typically lower than those associated with payday loans. Employers can provide EWA as a benefit, or third-party providers can offer it directly to employees.

2. Online Lending and Alternative Credit Scoring

2.1. Online Lending

Online lending has transformed the financial services industry. By leveraging technology, non-bank lenders now compete with traditional banks. Fintech companies use online platforms to connect borrowers with lenders, offering a wide range of financing products – including consumer loans, small business loans, and student loans.

Fintech is making lending more accessible and efficient by simplifying the loan application process. Borrowers can easily apply for loans online, and lenders can quickly assess creditworthiness, conduct risk assessments, and make underwriting decisions. Online lenders operate through two primary models: direct lending, where they fund loans themselves, and platform lending, where they partner with banks to facilitate the process.

Online lending companies, such as SoFi and Upstart, process loan applications faster than traditional financial institutions. Peer-to-Peer online lending platforms like Prosper, LendingClub, and Prosper connect borrowers and lenders directly, offering lower rates for borrowers and higher returns for lenders.

2.2. Alternative Credit Scoring

Alternative credit scoring is changing the financial industry by making it easier for more people to qualify for credit – even if they don't meet traditional criteria. In the U.S., traditional credit evaluations rely heavily on FICO scores and credit histories, which often exclude individuals with limited or no credit background. In contrast, alternative credit scoring uses non-traditional data such as utility and rent payments, employment history, and even online shopping behavior to assess a borrower's creditworthiness.

By leveraging Artificial Intelligence (AI) and Machine Learning, fintech companies are developing innovative scoring models that offer a more comprehensive view of a borrower's financial behavior. These technological advancements enable lenders to make more informed decisions and extend credit to underserved populations. For example, companies such as Nova Credit and Petal assess creditworthiness using alternative data sources.

The rise of alternative credit scoring is particularly beneficial for younger consumers, immigrants, and small business owners, who often face challenges in establishing traditional credit profiles and securing financing. As more lenders adopt these new scoring techniques powered by technology, the entire financial ecosystem is becoming more inclusive – expanding economic participation and fostering financial empowerment across diverse demographic groups.

2.3. BNPL

Buy Now, Pay Later (BNPL) has become increasingly popular as an alternative to credit cards. BNPL is a short-term financing option that allows consumers to split the cost of a purchase into predetermined installments. BNPL loan generally requires an initial down payment of 25 percent, followed by three additional installments. BNPL services, such as Klarna and Affirm, provide a convenient technological solution for retail customers.

Customers typically use BNPL when shopping online, through mobile apps, or in-store. The main difference between a BNPL loan and a credit card is that credit cards generally charge interest on any balance carried over to the next billing cycle. While many BNPL loans don’t charge interest, most do impose late fees for missed payments. Therefore, customers should carefully assess their financial situation before using BNPL services.

3. Embedded Finance

Embedded finance utilizes Application Programming Interfaces (APIs), a technological solution that enables seamless connectivity between businesses and financial service providers. Companies outside the traditional financial services sector – such as online retailers – now leverage embedded finance to seamlessly integrate banking, payments, lending, and insurance solutions within their platforms and ecosystems.

Firms such as Stripe and Plaid enable businesses to integrate financial services directly into their platforms. For instance, when a retailer offers a BNPL option at checkout, it utilizes embedded finance to provide instant credit, eliminating the need for customers to visit a bank. Similarly, car-sharing services like Uber incorporate instant payouts for drivers, reducing delays typically associated with traditional banking payments.

4. Insurtech

Historically conservative, the insurance industry is experiencing a profound transformation driven by fintech innovations. These advancements are increasing the accessibility and affordability of insurance products for consumers. In response, insurtech companies are embracing disruptive business models and deploying advanced technologies to optimize operations and enhance the customer experience.

Insurtech companies leverage technology to offer on-demand coverage, personalize insurance policies, and streamline claims processing. For instance, fintech companies Lemonade and Pie Insurance are changing the way individuals and small businesses receive insurance coverage. They leverage technology to expedite the purchase of personal and commercial insurance, enhancing transparency, efficiency, and cost-effectiveness.

Another emerging area in the insurance industry's evolution is the adoption of Artificial Intelligence (AI) tools. AI algorithms are highly effective in analyzing large datasets to assess risk profiles and automate the insurance underwriting process, making it faster and possibly more accurate. By utilizing AI tools, Insurtech companies can assess risks more quickly and accurately, offer personalized policies, and streamline claims processing.

5. Regtech

Regtech leverages technology to enhance regulatory compliance. By automating compliance tasks, it helps financial institutions minimize operational risks and efficiently meet regulatory requirements. Traditionally, financial institutions allocate substantial human resources to ensure compliance. Partnering with Regtech companies eliminates the need for manual data review, streamlining processes and increasing efficiency.

Regtech tools can analyze vast datasets of financial regulations, identify the regulations that a company must comply with, cross-reference the regulations with company policies and risk controls, and effectively evaluate compliance effectiveness. For example, Regtech solutions can verify identity and authenticate users to comply with KYC requirements while continuously monitoring financial transactions for potentially fraudulent activity.

Regtech software automates compliance reporting and establishes validation controls, streamlining regulatory processes. Companies like ComplyAdvantage and LogicGate provide comprehensive solutions that help financial institutions stay ahead of evolving regulations, ensuring efficiency and accuracy in compliance management.

6. Wealthtech

Fintech solutions are making investment products and investment management services more accessible and affordable to everyone. By leveraging technology, fintech companies streamline and personalize investment processes, reduce costs, and offer services with lower fees and minimum investment requirements.

Robo-adviser services such as Betterment and Wealthfront use algorithms to create customized investment portfolios based on investor's individual risk tolerance and financial goals. Robo-advisers have lower minimum investment amount requirements compared to traditional investment advisers. These platforms can provide inexpensive investing solutions by eliminating the need for human advisers and automating operations.

Trading apps like Robinhood and eToro are making investing more accessible, allowing users to easily allocate capital across a diverse range of asset classes. These platforms democratize access to a variety of investment instruments, such as stocks, bonds, exchange-traded funds (ETFs), and alternative assets. Individuals can now buy and sell investment products using trading apps with a few clicks thanks to technological advancements.

III. Emerging Technologies

Emerging technologies, such as Blockchain and Artificial Intelligence (AI), play a significant role in shaping the fintech industry and its future developments. AI, with its ability to analyze vast datasets and make informed predictions, is transforming financial services by enhancing customer experiences and automating processes. Blockchain technology, on the other hand, is revolutionizing the financial industry by enabling tokenization and lowering costs. These emerging technologies are driving innovation and unlocking new opportunities.

1. Artificial Intelligence

Artificial Intelligence (AI) is among the most transformative technologies of our time, with the potential to transform many industries worldwide, including financial services. Machine Learning (ML) models are capable of analyzing vast financial datasets, identifying complex patterns, and making highly accurate predictions. Meanwhile, AI-powered chatbots enhance customer service with real-time, personalized support.

AI technology presents a unique opportunity for financial institutions and fintech companies to streamline operations, enhance services, and make more efficient data-driven decisions. However, realizing these benefits requires careful planning and thoughtful implementation. While AI can improve operational efficiency, its potential risks necessitate strong governance frameworks and transparent AI model design.

When used appropriately, AI can enhance productivity. However, misuse of AI technology can lead to fraud, discrimination, and bias. To promote responsible and compliant AI development, organizations must carefully assess these challenges. AI risk management plays a crucial role in mitigating potential risks, ensuring that decisions about AI system design, development, and deployment align with intended goals and values.

2. Blockchain

Recent years have witnessed a substantial rise of blockchain technology and its applications. Digital assets have attracted the attention of both investors and regulators. The blockchain technology has sparked innovation across various financial sectors. The SEC's approval of Bitcoin and Ethereum ETFs, coupled with increasing institutional interest in blockchain technology, signals increasing mainstream adoption of digital assets.

Decentralized Finance (DeFi) has emerged as a significant disruptor in the financial services industry, offering peer-to-peer financial services without intermediaries. DeFi lending protocols, such as AAVE, have attracted a growing user base, challenging traditional financial institutions. DeFi trading protocols, such as Uniswap, have also demonstrated significant growth, along with increasing trading volume and user adoption.

The rapid evolution of the blockchain industry has presented both opportunities and challenges for the financial sector and regulators to navigate. While blockchain technology has the potential to enhance efficiency, it also raises concerns about market manipulation, consumer protection, and illicit finance. As a result, financial regulators are still seeking to strike a balance between fostering innovation and mitigating risks.

IV. Fintech Regulation at the Federal Level

In the absence of a single overarching regulator, multiple federal agencies oversee various aspects of the industry. For example, the Securities and Exchange Commission regulates investment advisers and securities offerings, including those related to digital asset securities. The Office of the Comptroller of the Currency has authority over banking activities, including those conducted by fintech companies. The Consumer Financial Protection Bureau implements and enforces federal consumer financial laws and ensures that markets for consumer financial products, including fintech offerings, are transparent, fair, and competitive.

1. The White House

The current administration has declared its priority to establish a technology-friendly regulatory framework and reduce restrictions on the implementation of AI and blockchain technologies in the United States.

1.1. Executive Orders Issued by the White House in 2025

On January 23, 2025, Executive Order #14178, titled "Ensuring U.S. Leadership in Digital Financial Technology" was signed "to establish regulatory clarity for digital financial technology and secure America's position as the world's leader in the digital asset economy, driving innovation and economic opportunity for all Americans."

On January 23, 2025, Executive Order #14179, titled "Removing Barriers to American Leadership in Artificial Intelligence" was signed "to advance the United States' global AI dominance and to promote responsible AI innovation." This Executive Order "establishes the commitment of the United States to sustain and enhance America's dominance in AI to promote human flourishing, economic competitiveness, and national security."

On January 20, 2025, Executive Order #14148, titled "Initial Rescissions of Harmful Executive Orders and Actions", revoked Executive Order #14110, which was issued under the previous administration and titled "Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence".

Following the rescission of Executive Order #14110, the White House released a fact sheet directing executive departments and agencies to revise or rescind all actions, including policies, directives, regulations, and orders taken under Executive Order #14110 that conflict with the provisions of the new Executive Order #14179.

On April 3, 2025, the Office of Management and Budget (OMB) within the Executive Office of the President released Memorandum M-25-21, titled "Accelerating Federal Use of AI through Innovation, Governance, and Public Trust." This memorandum rescinded and replaced the 2024 Memorandum M-24-10, titled "Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence".

On April 3, 2025, OMB also released Memorandum M-25-22, titled "Driving Efficient Acquisition of Artificial Intelligence in Government." This memorandum rescinded and replaced the 2024 Memorandum M-24-18, titled "Advancing the Responsible Acquisition of Artificial Intelligence in Government".

1.2. Previously Issued Executive Orders

Previously issued Executive Order #14110, titled “Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence”, has been revoked, as stated in Section IV, 1.1.

Previously issued Memorandum M-24-10, titled “Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence”, has been rescinded, as stated in Section IV, 1.1.

Previously issued Memorandum M-24-18, titled “Advancing the Responsible Acquisition of Artificial Intelligence in Government”, has been rescinded, as stated in Section IV, 1.1.

2. U.S. Securities and Exchange Commission

The U.S. Securities and Exchange Commission (SEC) is a federal government agency responsible for regulating the securities markets and protecting investors. The SEC has authority over all aspects of the securities industry. The SEC’s mission is to protect investors, maintain fair and efficient markets, and facilitate capital formation.

The SEC regulates the fintech industry by ensuring that fintech companies comply with federal securities laws, protecting investors, and maintaining market integrity. This includes regulating various fintech products and services, such as crowdfunding platforms, digital assets, and robo-advisors.

2.1. SEC Statements Issued in 2025

- Statement on Certain Proof-of-Work Mining Activities has been released by the Division of Corporation Finance on May 29, 2025. It is the Division’s view that “Mining Activities” (defined in this statement) under the circumstances described in this statement, do not involve the offer and sale of securities within the meaning of Section 2(a)(1) of the Securities Act of 1933 and Section 3(a)(10) of the Securities Exchange Act of 1934. Accordingly, it is the Division’s view that participants in Mining Activities do not need to register transactions with the Commission under the Securities Act or fall within one of the Securities Act’s exemptions from registration in connection with these Mining Activities.

- Statement on Offerings and Registrations of Securities in the Crypto Asset Markets has been released by the Division of Corporation Finance on April 10, 2025. This statement addresses the Division’s views about certain disclosure requirements set forth in Regulation S-K as they apply to Securities Act registration forms (such as Form S-1) and Exchange Act registration forms (such as Form 10). This statement also addresses the Division’s views about certain disclosure requirements of Form 20-F when used by foreign private issuers to register classes of securities under the Exchange Act, and Form 1-A for offerings exempt from registration under Regulation A.

- Statement on Stablecoins has been released by the Division of Corporation Finance on April 4, 2025. This statement addresses the Division’s view that the offer and sale of “Covered Stablecoins” (defined in this statement), in the manner and under the circumstances described in this statement, do not involve the offer and sale of securities within the meaning of Section 2(a)(1) of the Securities Act of 1933 or Section 3(a)(10) of the Securities Exchange Act of 1934. Accordingly, persons involved in the process of "minting" (or creating) and redeeming Covered Stablecoins do not need to register those transactions with the Commission under the Securities Act or fall within one of the Securities Act's registration exemptions.

- Statement on Certain Proof-of-Work Mining Activities has been released by the Division of Corporation Finance on March 20, 2025. It is the Division's view that "Mining Activities" (defined in this statement) in connection with Protocol Mining, under the circumstances described in this statement, do not involve the offer and sale of securities within the meaning of Section 2(a)(1) of the Securities Act of 1933 and Section 3(a)(10) of the Securities Exchange Act of 1934. Accordingly, it is the Division's view that participants in Mining Activities do not need to register transactions with the Commission under the Securities Act or fall within one of the Securities Act's exemptions from registration in connection with these Mining Activities.

- Staff Statement on Meme Coins has been released by the Division of Corporation Finance on February 27, 2025. This statement addresses the Division's views that transactions in the types of meme coins described in this statement, do not involve the offer and sale of securities under the federal securities laws. As such, persons who participate in the offer and sale of meme coins do not need to register their transactions with the Commission under the Securities Act of 1933 or fall within one of the Securities Act's exemptions from registration. Therefore, neither meme coin buyers nor holders are protected under federal securities laws.

2.2. Previously Issued SEC Statements

- The U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, and the Financial Crimes Enforcement Network issued the Joint Statement on Activities Involving Digital Assets to remind persons engaged in activities involving digital assets of their anti-money laundering and countering the financing of terrorism (AML/CFT) obligations under the Bank Secrecy Act (BSA).

- The SEC's Divisions of Enforcement and Trading and Markets issued a Statement on Potentially Unlawful Online Platforms for Trading Digital Assets as a number of these platforms provide a mechanism for trading assets that meet the definition of a "security" under the federal securities laws.

- The SEC Division of Corporation Finance, Division of Investment Management, and Division of Trading and Markets published the Statement on Digital Asset Securities Issuance and Trading that highlights SEC enforcement actions involving the intersection of federal securities laws and new technologies.

- The Investor Alert, titled Artificial Intelligence (AI) and Investment Fraud, has been jointly issued by the SEC, FINRA, and NASAA to inform investors of the growing number of investment frauds that claim to involve the use of artificial intelligence and other emerging technologies.

3. Commodity Futures Trading Commission

The mission of Commodity Futures Trading Commission (CFTC) is to promote the integrity and resilience of the U.S. derivatives markets through sound regulation. CFTC regulates the U.S. derivatives markets, including futures and options, and protects the public from fraud, manipulation, and abusive practices in this space.

The CFTC plays an important role in regulating the fintech industry, particularly in the area of derivatives and digital assets. By monitoring trends and providing guidance, the CFTC promotes responsible innovation while protecting investors in the evolving fintech landscape.

3.1. CFTC Advisories Issued in 2025

- Advisory on Fraud Using Generative AI has been released by the Office of Customer Education and Outreach on March 19, 2025. The advisory says generative artificial intelligence is making it increasingly easier for fraudsters to create convincing scams. It describes how fraudsters use AI to create fraudulent identifications and provides actions people should take to protect themselves, including strengthening social media account privacy settings and keeping personal information private.

- The Division of Clearing and Risk has announced the withdrawal of Staff Advisory No. 23-07, Review of Risks Associated with the Expansion of DCO Clearing of Digital Assets, on March 28, 2025. The Advisory No. 23-07 emphasized that DCO registrants and applicants should expect increased regulatory scrutiny. The Division determined that withdrawing the Advisory was necessary to avoid implying that the regulatory treatment of digital asset derivatives differs from that of other products.

- The Division of Market Oversight and the Division of Clearing and Risk has announced the withdrawal of Staff Advisory No. 18-14, Advisory with Respect to Virtual Currency Derivative Product Listings on March 28, 2025. The Advisory No. 18-14 was designed to provide guidance on CFTC's staff expectations for reviewing virtual currency derivatives. Given the increasing market growth and maturity, the CFTC Divisions have determined that the Advisory is no longer necessary and should be withdrawn.

3.2. Previously Issued CFTC Statements and Advisories

- The U.S. Commodity Futures Trading Commission, the Financial Crimes Enforcement Network, and the U.S. Securities and Exchange Commission issued the Joint Statement on Activities Involving Digital Assets to remind persons engaged in activities involving digital assets of their anti-money laundering and countering the financing of terrorism (AML/CFT) obligations under the Bank Secrecy Act (BSA).

- The CFTC has issued a customer advisory titled Criminals Increasing Use of Generative AI to Commit Fraud, which outlines specific steps individuals can take to safeguard themselves, such as enhancing their privacy and keeping personal information confidential.

- The CFTC has issued a customer advisory titled AI Won't Turn Trading Bots into Money Machines, which warns about the risks of fraudsters exploiting public interest in AI to promote trading algorithms and investment strategies with unrealistic return promises.

4. Office of the Comptroller of the Currency

The Office of the Comptroller of the Currency (OCC) is an independent bureau of the U.S. Department of the Treasury. The OCC charters, regulates, and supervises national banks, federal savings associations, and federal branches of foreign banks. The OCC ensures that supervised financial institutions operate in a safe and sound manner, provide fair access to financial services, treat customers fairly, and comply with laws and regulations.

The OCC plays an important role in shaping the regulatory framework for the fintech industry, particularly in banking operations. It ensures compliance and stability in the fintech market, covering areas such as mobile banking, digital payments, and stablecoin transactions.

4.1. Interpretive Letters Issued in 2025

- On May 7, 2025, the OCC published Interpretive Letter 1184 confirming that a bank may buy and sell crypto assets held in custody on a customer's behalf at the direction of the customer and in a manner consistent with the customer agreement and applicable law. Similarly, a bank may use a sub-custodian to provide custody services, subject to appropriate third party risk management practices.

- On March 7, 2025, the OCC issued Interpretive Letter 1183, which rescinds Interpretive Letter 1179 dated November 18, 2021. The OCC stated that the rescission of Interpretive Letter 1179 is intended to reduce burden, encourage responsible innovation, and enhance transparency. The rescission will also ensure that bank activities will be treated consistently, regardless of the underlying technology.

- On March 7, 2025, the OCC also withdrew from two interagency statements as they apply to national banks and federal savings associations: the "Joint Statement on Crypto-Asset Risks to Banking Organizations" (January 3, 2023), and the "Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto-Asset Market Vulnerabilities" (February 23, 2023).

- Additionally, the OCC stated that it will examine the activities outlined in Interpretive Letter 1170 (addressing crypto-asset custody services), Interpretive Letter 1172 (addressing holding deposits that serve as reserves backing stablecoins), and Interpretive Letter 1174 (addressing the use of stablecoins and distributed ledger technology to facilitate payments) as part of its ongoing supervisory process.

4.2. Previously Issued Interpretive Letters

- On July 22, 2020, the OCC issued Interpretive Letter 1170: Authority of a National Bank to Provide Cryptocurrency Custody Services for Customers.

- On September 21, 2020, the OCC issued Interpretive Letter 1172: OCC Chief Counsel's Interpretation on National Bank and Federal Savings Association Authority to Hold Stablecoin Reserves.

- On January 4, 2025, the OCC issued Interpretive Letter 1174: OCC Chief Counsel's Interpretation on National Bank and Federal Savings Association Authority to Use Independent Node Verification Networks and Stablecoins for Payment Activities.

- The latest edition of the OCC's Semiannual Risk Perspective, released on December 16, 2024, highlights the growth in banks' adoption of AI across customer service, underwriting, and lending operations. The report indicates that, while AI can reduce costs and improve efficiency, this and other new technologies are also being used to enable increasingly more sophisticated and frequent fraud tactics.

- Previously issued joint statements – “Joint Statement on Crypto-Asset Risks to Banking Organizations” (January 3, 2023) and “Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto -Asset Market Vulnerabilities” (February 23, 2023) – have been withdrawn, as stated in Section IV, 4.1.

- Previously issued Interpretive Letter 1179 dated November 18, 2021, has been rescinded, as stated in Section IV, 4.1.

5. Financial Crimes Enforcement Network

Financial Crimes Enforcement Network (FinCEN) is a bureau of the U.S. Department of the Treasury. FinCEN’s mission is to safeguard the financial system from illicit activity, counter money laundering, and the financing of terrorism. FinCEN exercises its regulatory functions primarily under the Bank Secrecy Act.

FinCEN plays an important role in regulating the fintech industry by combating financial crimes and ensuring compliance with anti-money laundering (AML) and counter-terrorism financing (CTF) laws. It requires certain fintech companies, including money transmission businesses and virtual currency exchanges, to register and report suspicious activity. This helps prevent illicit activities such as money laundering, terrorist financing, and other financial crimes from being facilitated through fintech platforms.

5.1. Final Rules Issued in 2025

- Consistent with the U.S. Department of the Treasury’s March 2, 2025 announcement, FinCEN has issued an interim final rule removing the requirement for U.S. companies and U.S. persons to report beneficial ownership information (BOI) to FinCEN under the Corporate Transparency Act. Through this interim final rule, all entities created in the United States, including those previously classified as “domestic reporting companies”, and their beneficial owners are exempt from the requirement to report BOI to FinCEN.

5.2. Previously Issued Statements

- The Financial Crimes Enforcement Network (FinCEN), the U.S. Commodity Futures Trading Commission (CFTC), and the U.S. Securities and Exchange Commission (SEC) issued the Joint Statement on Activities Involving Digital Assets to remind persons engaged in such activities of their anti-money laundering and countering the financing of terrorism (AML/CFT) obligations under the Bank Secrecy Act (BSA).

6. Consumer Financial Protection Bureau

The Consumer Financial Protection Bureau (CFPB) implements and enforces federal consumer financial law and ensures that markets for consumer financial products are fair, transparent, and competitive.

The CFPB plays a significant role in regulating the fintech industry by ensuring that consumers are treated fairly and protected from deceptive or harmful practices. The CFPB has authority over a wide range of financial products and services, including those offered by fintech companies.

6.1. CFPB Policy Announcements in 2025

- On May 06, 2025, the CFPB released an announcement regarding enforcement actions related to BNPL loans. In its announcement, the CFPB stated that it will not prioritize enforcement actions taken on the basis of the Interpretive Rule: Truth in Lending (Regulation Z); Use of Digital User Accounts to Access Buy Now, Pay Later Loans. The Bureau is also considering the rescission of the Interpretive Rule.

6.2. Previously Issued CFPB Policies

- On October 19, 2023, the CFPB proposed a Rule to Jumpstart Competition and Accelerate Shift to Open Banking that would accelerate a shift toward open banking, where consumers would have control over data about their financial lives and would gain new protections against companies misusing their data.

- On November 7, 2023, the CFPB proposed New Federal Oversight of Big Tech Companies and Other Providers of Digital Wallets and Payment Apps that would ensure that these companies adhere to the same rules as large banks, credit unions, and other financial institutions already supervised by the CFPB.

- The CFPB issued several guidelines addressing the heightened consumer risks associated with financial institutions' use of AI technology. The agency emphasized that financial institutions must comply with legal requirements, including the Guidance on Credit Denials by Lenders Using Artificial Intelligence.

7. Federal Deposit Insurance Corporation

The mission of the Federal Deposit Insurance Corporation (FDIC) is to maintain stability and public confidence in the nation's financial system. In support of this goal, the FDIC oversees federal deposit insurance coverage and examines and supervises financial institutions for safety, soundness, and consumer protection.

The FDIC plays an important role in regulating the fintech industry, particularly in relation to banks and other insured institutions. Its primary function is to protect depositors' money by insuring bank accounts. In addition, the FDIC holds regulatory authority over insured institutions, ensuring they operate safely and soundly.

7.1. FDIC Policy Announcements in 2025

- On April 24, 2025, the FDIC withdrew from two joint statements regarding banking organizations' crypto-asset-related activities. This action was intended to provide clarity that banking organizations may engage in permissible crypto-asset activities and provide products and services to persons and firms engaged in crypto-asset related activities, consistent with safety and soundness and applicable laws and regulations. The withdrawn joint statements – "Joint Statement on Crypto-Asset Risks to Banking Organizations" (January 3, 2023) and "Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto-Asset Market Vulnerabilities" (February 23, 2023) – addressed crypto-asset risks and liquidity risks to banking organizations resulting from crypto-asset market vulnerabilities.

7.2. Previously Issued FDIC Policies

- Previously issued joint statements – "Joint Statement on Crypto-Asset Risks to Banking Organizations" (January 3, 2023) and "Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto -Asset Market Vulnerabilities" (February 23, 2023) – have been withdrawn, as stated in Section IV, 7.1.

8. Federal Reserve

The Federal Reserve System is the central bank of the United States. The Federal Reserve conducts monetary policy, promotes the stability of the financial system and the safety and soundness of financial institutions, fosters payment and settlement system safety and efficiency, and promotes consumer protection.

The Federal Reserve is responsible for supervising banks and other financial institutions involved in fintech activities. By ensuring the safety and soundness of the financial system, the Federal Reserve helps to create a conducive environment for innovation and growth within the financial services industry.

8.1. Federal Reserve Policies in 2025

- On April 24, 2025, the Federal Reserve Board rescinded its 2022 supervisory letter establishing an expectation that state member banks provide advance notification of planned or current crypto-asset activities. As a result, the Board will no longer expect banks to provide notification and will instead monitor banks' crypto-asset activities through the normal supervisory process.

- On April 24, 2025, the Federal Reserve Board rescinded its 2023 supervisory letter regarding the supervisory nonobjection process for state member bank engagement in dollar token activities.

- On April 24, 2025, the Federal Reserve Board withdrew from two 2023 statements jointly issued by the federal bank regulatory agencies regarding banks' crypto-asset activities and exposures: "Joint Statement on Crypto-Asset Risks to Banking Organizations" (January 3, 2023) and "Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto-Asset Market Vulnerabilities" (February 23, 2023). The Board stated that it will work with the agencies to consider whether additional guidance to support innovation, including crypto-asset activities, is appropriate.

8.2. Previously Issued Federal Reserve Policies

- Previously issued supervisory letter establishing an expectation that state member banks provide advance notification of planned or current crypto-asset activities has been withdrawn, as stated in Section IV, 8.1.

- Previously issued supervisory letter regarding the supervisory nonobjection process for state member bank engagement in dollar token activities has been withdrawn, as stated in Section IV, 8.1.

- Previously issued joint statements – "Joint Statement on Crypto-Asset Risks to Banking Organizations" (January 3, 2023) and "Joint Statement on Liquidity Risks to Banking Organizations Resulting from Crypto -Asset Market Vulnerabilities" (February 23, 2023) – have been withdrawn, as stated in Section IV, 8.1.

VI. Conclusion

The fintech industry is reshaping the financial landscape by improving efficiency and expanding accessibility to financial services. By leveraging advanced technologies such as artificial intelligence, machine learning, and blockchain, fintech companies are empowering individuals and businesses alike. This report has explored the various subsectors of the fintech industry, including payments and digital banking, online lending, embedded finance, Regtech, Insurtech, and Wealthtech. These subsectors are driving significant innovation and disruption, transforming the way financial services are delivered.

A particularly impactful area of fintech is its potential to facilitate financial inclusion. While a substantial portion of the U.S. population remains underbanked or unbanked, fintech companies are emerging as a powerful force in bridging the financial inclusion gap. Many individuals, especially those in underserved communities, have historically been excluded from traditional financial services. Fintech can provide these underserved populations with seamless access to affordable financial products. By lowering barriers to entry, fintech is empowering underserved individuals and fostering economic growth.

The emergence of new financial products, such as Buy Now, Pay Later (BNPL) and Earned Wage Access (EWA), has expanded access to credit and cash flow for a broader population. Blockchain technology is revolutionizing cross-border payments and remittances by enabling faster and more cost-efficient transactions. Artificial intelligence is empowering the financial services industry by automating processes, enhancing decision-making, and personalizing customer experiences. These technological advancements are especially valuable in areas such as fraud detection and risk assessment.

As the fintech industry continues to evolve rapidly, it is essential to strike a balance between innovation and regulation. Regulatory agencies play an important role in such areas as consumer protection, financial stability, and fair competition. Several federal and state regulators have already established innovation offices dedicated to promoting responsible innovation. By fostering collaboration between regulators and industry stakeholders, and by embracing responsible innovation, the full potential of fintech can be unlocked to create a more inclusive, efficient, and prosperous financial future.

Appendix 11

Fintech: An Introduction to Financial Technology

2025

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I. Introduction

The global financial landscape is rapidly evolving, driven by disruptive technologies that are fundamentally transforming how people interact with money. Fintech, or financial technology, has been a key driver in reshaping the financial services industry over the past decade. The definition of “Fintech” typically refers to technology-enabled financial solutions. The term is not limited to specific sectors (e.g., financing) or business models (e.g., peer-to-peer lending), but instead covers the entire scope of services and products traditionally provided by the financial services industry. Importantly, Fintech is more than just a buzzword – it represents a transformative opportunity to democratize access to affordable financial services.

Financial inclusion plays a critical role in empowering individuals and communities that have historically lacked access to traditional banking services. The Fintech sector continues to demonstrate significant growth potential, with an estimated 1.4 billion unbanked and 2.8 billion underbanked adults globally. Technological advancements are accelerating this momentum, as blockchain-based solutions gain popularity, particularly among younger demographics, and generative AI delivers measurable productivity improvements in areas such as customer support, data analytics, and process automation.

According to the report *Prudence, Profits, and Growth*, published by Boston Consulting Group and venture firm QED Investors, Fintech companies are projected to generate $1.5 trillion in annual revenue by 2030. This marks a fivefold increase from 2023, underscoring Fintech’s growth potential. The report attributes this increase to Fintechs’ ability to consistently address unmet customer needs through intuitive digital experiences, agile product development, and data-driven innovation. As financial services continue to evolve in response to shifting consumer expectations and technological advancements, these core strengths position Fintechs to play a central role in shaping the future of global finance.

II. How Fintech Is Closing a Financial Inclusion Gap

Financial inclusion means that individuals and businesses have reliable access to affordable financial products and services that meet their needs. Importantly, financial inclusion ensures that low-income populations and marginalized communities have equitable access to basic financial services, such as banking, loans, and insurance. The benefits of financial inclusion extend far beyond individual empowerment; it also contributes significantly to economic growth. When more people have access to financial services, they are better positioned to participate in and contribute to the economy.

Based on FDIC data, approximately 14% of U.S. households were "underbanked," and approximately 4.5% were "unbanked" in 2021. Unbanked rates were higher among lower-income, less-educated, Black, Hispanic, and single-mother households. The unbanked population, including essential workers and recent immigrants, represents a significant portion of the hardest-working individuals in the United States. However, these groups are often overlooked by banks, which lack access to their financial data and credit scores, making it difficult to offer consumer loans and other traditional banking products.

This highlights the need for innovation within the financial services sector to create a more inclusive system. Fintech projects are now offering tailored solutions for the unbanked population, such as accounts without minimum balance requirements, the elimination of monthly and overdraft fees, and access to essential financial services. For example, neobanks like Chime and Revolut provide banking services exclusively online, allowing them to reduce operating costs and offer low service fees. These projects enable unbanked consumers to access checking accounts and other financial tools at minimal cost.

Fintech payment platforms like Venmo enable instant money transfers between individuals, simplifying personal transactions. Online lending companies such as SoFi and Upstart make rapid underwriting decisions and offer competitive interest rates. Furthermore, Fintech firms provide microloans and alternative lending options to individuals with limited credit histories, giving them opportunities to build credit and access essential financial services. Finally, Fintech-powered remittance services offer lower fees and faster transfer times, making it easier for people to send money to loved ones across borders.

The FDIC study indicated that while many banked households use nonbank online payment services such as PayPal and Venmo to complement traditional banking products, unbanked households may be using them as substitutes for banking or other financial services. The FDIC survey revealed that the most common reason for not having a bank account is the burden of high fees and minimum balance requirements. This highlights the critical role of Fintech in closing the financial inclusion gap. By leveraging technology, Fintech companies can offer inclusive financial solutions that are both efficient and affordable.

III. Fintech Subsectors

The major subsectors of the Fintech industry include payments, digital banking, online lending, embedded finance, Regtech, Insurtech, and Wealthtech. Each of these areas has experienced significant growth over the past decade. While they represent distinct segments within the industry, two emerging technologies, blockchain and AI, have the potential to reshape the entire financial sector. These technologies will be examined in Chapter V.

1. Payments

Fintech innovation is rapidly reshaping the payments landscape by introducing faster, more convenient, and secure transaction methods. This shift is especially evident in peer-to-peer (P2P) payments and in-store retail transactions.

P2P payments refer to the transfer of funds from one personal account to another. Providers of this service include PayPal, Venmo, and Zelle, which enable instant money transfers between individuals. Recently, blockchain-based payment solutions, such as stablecoins, have emerged to facilitate faster and more cost-effective transactions.

In-store payments are enabled by smartphone apps that use near-field communication (NFC), quick response (QR) codes, or barcodes to initiate payment, replacing physical credit or debit cards. Mobile wallets such as Apple Pay and Google Pay allow users to make seamless, contactless payments with their smartphones.

2. Digital Banking

In recent years, Fintech has been a major force of disruption in the banking industry. Fintech companies are leveraging innovation to offer quick onboarding, competitive rates, and a better customer experience. They provide convenient mobile apps for everyday banking, often with lower fees and faster processing times compared to traditional banks.

Following the 2008 financial crisis, neobanks emerged as a modern approach to banking, offering personalized services, real-time payments, and competitive pricing. Today, this sector includes over 20 active companies. Neo-banks are gaining significant popularity because of their affordable and user-friendly services, especially among younger demographics.

Fintech offers digital banking solutions that are more convenient and accessible than traditional banks. Neobanks, such as Chime and Revolut, have become a key part of the financial ecosystem due to their ease of use and low cost. They often allow formerly unbanked consumers to access credit cards and checking accounts.

3. Online Lending

Online lending has revolutionized the financial industry. By leveraging technology, non-bank lenders can now compete with traditional banks. Fintech companies utilize online platforms to connect borrowers with lenders. This streamlined process offers a wide range of financing products, including consumer loans, small business loans, and student loans.

Fintech is making lending more accessible and efficient by simplifying the loan application process. Borrowers can easily apply for loans online, and lenders can quickly assess creditworthiness, conduct risk assessments, and make quick loan decisions. Online lenders are increasingly leveraging emerging technologies, such as AI, to streamline operations.

For example, online lending companies like SoFi and Upstart provide online loan applications with faster approval times compared to traditional financial institutions. Peer-to-Peer lending platforms like LendingClub and Prosper connect borrowers and lenders directly, offering lower interest rates for borrowers and higher returns for lenders.

4. Embedded Finance

Embedded finance utilizes Application Programming Interfaces (APIs), a technological solution that enables seamless connectivity between businesses and financial service providers. Companies outside the traditional financial services sector, such as online retailers, now leverage embedded finance to seamlessly integrate banking, payments, lending, and insurance solutions within their platforms and ecosystems.

Firms such as Stripe and Plaid enable businesses to integrate financial services directly into their platforms. For instance, when a retailer offers a BNPL option at checkout, it utilizes embedded finance to provide instant credit, eliminating the need for customers to visit a bank. Similarly, car-sharing services like Uber incorporate instant payouts for drivers, reducing delays typically associated with traditional banking payments.

5. Insurtech

The insurance industry, historically known for its risk-averse nature, is undergoing a transformation driven by Fintech services that are making insurance products more accessible and affordable to consumers. This transformation is also facilitated by Insurtech startup companies that are introducing innovative business models and utilizing mobile and online platforms to enhance the customer experience.

Insurtech companies leverage technology to personalize insurance offerings, streamline claims processing, and offer on-demand coverage. For example, Lemonade and Pie Insurance are changing the way individuals and small businesses obtain insurance coverage. They utilize innovative tools to make purchasing personal and commercial insurance faster, more transparent, and ultimately, more affordable.

Another emerging area in the insurance industry’s evolution is the implementation of Artificial Intelligence (AI) tools. AI algorithms can be extremely effective in analyzing large datasets to assess risk profiles and automate the insurance underwriting process, making it faster and potentially more accurate. By utilizing data analytics and AI, Insurtech companies can assess risks more accurately, offer personalized policies, and streamline claims processing.

6. Regtech

Regtech leverages technology to enhance regulatory compliance. By automating compliance tasks and utilizing AI tools, Regtech solutions help financial institutions reduce operational risks associated with meeting compliance and reporting obligations. Financial institutions usually dedicate significant human resources to regulatory compliance. By partnering with Regtech companies, institutions can eliminate the need for a manual data review.

Regtech tools can search through vast catalogs of financial regulations, identify the regulations that a firm must comply with, cross-reference the regulations with the firm's own policies and controls, and assess the firm's compliance with the regulations. Regtech can also verify identity and authenticate users to comply with “know your customer” requirements and can continuously monitor transactions for fraudulent activity.

Regtech software automates compliance reporting and establishes validation controls, streamlining regulatory processes. Companies like ComplyAdvantage and LogicGate provide comprehensive solutions that help financial institutions stay ahead of evolving regulations, ensuring efficiency and accuracy in compliance management.

7. Wealthtech

Fintech solutions are making investment products and investment management services more accessible and affordable to everyone. Fintech platforms leverage technology to expedite and personalize investment processes, reduce costs, and provide investment services with lower fees and minimum investment amounts.

Robo-adviser services such as Betterment and Wealthfront use algorithms to create customized investment portfolios based on investor's individual risk tolerance and financial goals. Robo-advisers have lower minimum investment amount requirements compared to traditional investment advisers. These technology platforms are able to provide inexpensive investing solutions by eliminating the need for human advisers and automating investment operations.

Trading apps such as Robinhood and eToro are making investing more accessible, allowing users to easily allocate capital across a diverse range of asset classes. These platforms democratize access to a variety of investment instruments, such as stocks, bonds, exchange-traded funds (ETFs), digital assets, and alternative asset classes. Individuals can now buy and sell investment products using trading apps with a few clicks thanks to technological advancements.

IV. New Financial Products

Financial innovation has been instrumental in the development of new financial products such as Buy Now, Pay Later (BNPL) and Earned Wage Access (EWA). These innovations are providing more accessible and flexible financial solutions for consumers and workers. By leveraging technology, Fintech companies have streamlined processes, reduced costs, and created new financial products that address the evolving needs of modern consumers.

1. Buy Now, Pay Later (BNPL)

Buy Now, Pay Later (BNPL) has gained significant traction as a flexible financing alternative to traditional credit cards. It is a short-term financing option that allows consumers to split the cost of a purchase into predetermined installments. BNPL generally requires an initial down payment of 25 percent, followed by three additional payments. BNPL services, such as Klarna and Affirm offer convenient, technological financing solutions for consumer purchases.

Customers commonly encounter BNPL loan options when shopping online, via mobile apps, or in-store. BNPL loans often involve a four-payment, interest-free plan, with the initial payment due either at checkout or two weeks later. The main difference between using BNPL installment loan and a credit card is that the credit card generally charges interest on any balance carried over to the next billing cycle. While many BNPL loans don't charge interest, most do charge late fees for missed payments. Therefore, customers should carefully consider their financial situation before using BNPL loans.

2. Earned Wage Access (EWA)

Earned Wage Access (EWA) platforms offer employees flexible access to their earned wages, rather than adhering to traditional pay cycles. This increased financial flexibility helps employees improve their financial well-being and avoid predatory lending options that may damage their credit scores and incur significant costs. EWA is a valuable solution, allowing employees to access their earned wages early and better manage their finances to achieve financial goals.

Earned Wage Access (EWA) services have grown in popularity as more providers offer them and more businesses and consumers use them. EWA services, such as Payactiv, DailyPay, and One@Work, enable workers to access a portion of their paycheck before their regular payday. EWA fees are typically lower than the high-interest rates and fees associated with payday loans. EWA can be offered by employers as a benefit or provided to workers by third-party providers.

V. Emerging Technologies

The Fintech industry is significantly influenced by emerging technologies such as blockchain and Artificial Intelligence (AI). AI, with its ability to analyze vast datasets and make informed predictions, is transforming financial services by enhancing customer experiences and automating processes. Blockchain, on the other hand, is revolutionizing the financial industry by offering decentralized and cost-effective solutions. These technologies have the potential to reshape the financial services industry, driving innovation and creating new opportunities.

1. Artificial Intelligence

Artificial Intelligence (AI) is one of the most powerful technologies of our time. It has the potential to transform many industries across the globe, including financial services. Machine learning models are being employed to analyze large datasets, identify patterns, and make predictions with unprecedented accuracy. Additionally, AI-powered chatbots and virtual assistants are enhancing customer service by providing instant and personalized support. This growth in AI innovation has led to increased venture investments, the formation of new startups, and competition for talent.

Responsible AI use has the potential to make our world more productive, innovative, and secure, whereas irresponsible use could exacerbate fraud, discrimination, bias, and disinformation, and pose risks to national security. Therefore, it is crucial to understand both the benefits and inherent risks of AI to ensure its responsible and compliant development. Organizations must carefully assess these challenges, as effective AI risk management plays a crucial role in mitigating potential risks and ensuring that the design, development, and deployment of AI systems align with intended goals.

2. Blockchain

Digital assets have experienced significant growth and volatility in recent years, capturing the attention of both investors and regulators. The underlying blockchain technology, with its promise of decentralization and immutability, has sparked innovation across various financial sectors. The SEC's approval and subsequent launch of Bitcoin and Ethereum ETFs, coupled with increasing institutional interest in blockchain technology, signal growing mainstream acceptance.

Decentralized Finance (DeFi) has emerged as a significant disruptor in the financial industry, offering peer-to-peer financial services without intermediaries. DeFi projects such as AAVE and Uniswap have demonstrated substantial growth, facilitating multibillion-dollar trading volumes and attracting a large user base. Traditional financial institutions are now exploring this emerging technology and seeking ways to leverage it to meet market demands.

The rapid evolution of the blockchain industry has presented both opportunities and challenges for the financial sector and regulators to navigate. While blockchain technology has the potential to enhance efficiency, security, and financial inclusion, it also raises concerns about market manipulation, consumer protection, and money laundering. As a result, financial regulators are still seeking to strike a balance between fostering innovation and mitigating risks.

VI. Conclusion

The Fintech industry is reshaping the financial landscape, offering greater efficiency and accessibility to financial services. By leveraging advanced technologies such as artificial intelligence, machine learning, and blockchain, Fintech companies are empowering individuals and businesses alike. This report has explored the various subsectors of the Fintech industry, including payments, lending, digital banking, Insurtech, Regtech, and Wealthtech. These subsectors are driving significant innovation and disruption, transforming the way financial services are delivered.

A particularly impactful area of Fintech is its potential to facilitate financial inclusion. While a substantial part of the U.S. population remains underbanked or unbanked, Fintech companies are emerging as a powerful force in bridging the financial inclusion gap. Many individuals, especially those in underserved communities, have historically been excluded from traditional financial services. Fintech can provide these underserved populations with access to affordable financial products. By lowering barriers to entry, Fintech is empowering individuals and fostering economic growth.

The emergence of new financial products like Buy Now, Pay Later (BNPL) and Earned Wage Access (EWA) has expanded access to credit and cash flow for a broader population. Blockchain technology is revolutionizing cross-border payments and remittances, offering faster and more transparent transactions. Artificial intelligence is empowering the financial services industry by automating processes, enhancing decision-making, and personalizing customer experiences. Such technological advancements are particularly valuable in areas such as fraud detection and risk assessment.

As the Fintech industry continues to rapidly evolve, it is essential to find a balance between innovation and regulation. Regulatory agencies play a crucial role in ensuring consumer protection, financial stability, and fair competition. Many federal and state regulators have already established innovation offices tasked to promote responsible innovation. By fostering a collaboration between regulators and industry stakeholders and embracing responsible innovation, the full potential of Fintech can be unlocked to create a more inclusive, efficient, and prosperous financial future.

Appendix 12

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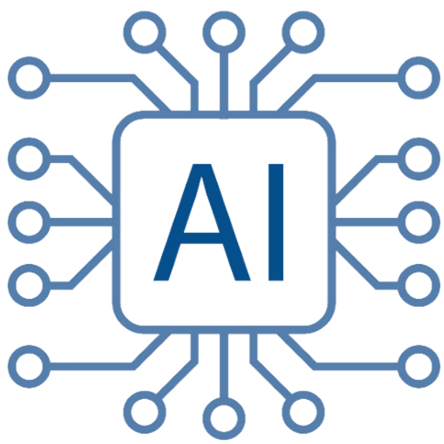
AI Technology Regulatory Landscape in the United States



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I. Introduction

Artificial Intelligence (AI) is one of the most powerful technologies of our time, with broad applications. AI is transforming many industries across the globe, including financial services. Responsible AI use has the potential to make our world more productive, innovative, and secure, and at the same time, irresponsible use could exacerbate fraud, discrimination, bias, and disinformation; and pose risks to national security. Therefore, it is crucial to understand both the benefits and risks of AI to ensure its responsible and compliant development.

AI risk management, along with sensible and flexible regulation, is a key component of the responsible use of AI systems. The federal government has established broad guidelines to promote the responsible development and use of AI technology. Meanwhile, state governments are advancing legislative initiatives to address specific AI-related concerns, including consumer protection, election integrity and political transparency, the integration of AI technology in education, sector-specific regulations, and overall AI transparency and accountability.

This report is an updated version of the initial report “AI Technology Regulatory Landscape in the United States” issued by the DISB Office of Innovation in 2024. The updated version examines AI use cases within the financial industry, associated risks, proposed mitigation strategies, and applicable regulations. This report is not intended to provide legal advice of any kind. Rather, it serves solely as a general informative summary of the current state of regulatory efforts related to AI at the federal and state levels.

II. AI Regulation at the Federal Level

1. The White House

The current administration has declared its priority to establish a technology-friendly regulatory framework and reduce restrictions on the implementation of AI technology in the United States.

On January 23, 2025, Executive Order #14179, titled "Removing Barriers to American Leadership in Artificial Intelligence," was signed "to advance the United States' global AI dominance and to promote responsible AI innovation." This Executive Order "establishes the commitment of the United States to sustain and enhance America's dominance in AI to promote human flourishing, economic competitiveness, and national security."

Executive Order #14110 issued under the previous administration and titled "Safe, Secure, and Trustworthy Development and Use of Artificial Intelligence," has been revoked. This revocation was enacted by Executive Order #14148, dated January 20, 2025, titled "Initial Rescissions of Harmful Executive Orders and Actions."

Executive Order #14179 (2025) prioritizes America's global AI dominance by removing barriers to AI innovation. It defines AI as a strategic asset for economic competitiveness and national security. In contrast, the rescinded Executive Order #14110 (2023) focused on AI safety, security, and trustworthiness, aiming to mitigate risks like bias, fraud, and national security threats while balancing innovation with regulation for the benefit of society.

Following the rescission of Executive Order #14110, the White House released a fact sheet directing executive departments and agencies to revise or rescind all actions, including policies, directives, regulations, and orders taken under Executive Order #14110 that conflict with the provisions of the new Executive Order #14179.

On April 3, 2025, the Office of Management and Budget (OMB) within the Executive Office of the President released Memorandum M-25-21, titled "Accelerating Federal Use of AI through Innovation, Governance, and Public Trust." This memorandum rescinded and replaced the 2024 Memorandum M-24-10, titled "Advancing Governance, Innovation, and Risk Management for Agency Use of Artificial Intelligence".

On April 3, 2025, OMB also released Memorandum M-25-22, titled "Driving Efficient Acquisition of Artificial Intelligence in Government." This memorandum rescinded and replaced the 2024 Memorandum M-24-18, titled "Advancing the Responsible Acquisition of Artificial Intelligence in Government".

2. U.S. Securities and Exchange Commission

The Investor Alert, titled Artificial Intelligence (AI) and Investment Fraud, was issued on January 25, 2024, in collaboration with FINRA and NASAA. The Investor Alert warns investors about the rising number of scams falsely claiming to involve AI technology. It highlights how fraudulent actors exploit AI's complexity and popularity to mislead individuals, often using sophisticated tactics to appear legitimate. Individual investors should remain vigilant, as bad actors are exploiting AI to entice victims into fraudulent schemes.

On March 27, 2025, the SEC hosted a roundtable discussion on artificial intelligence in the financial industry. The event was held at the SEC headquarters in Washington, DC, and was open to the public. The roundtable examined the risks, benefits, and governance of AI, addressing its impact on financial markets, regulatory challenges, and ethical considerations. A balanced approach to AI regulation was emphasized, with panelists advocating for human oversight, robust data management, and comprehensive bias testing to mitigate risks. The SEC signaled its intent to review existing regulations rather than impose overly prescriptive rules.

3. Financial Industry Regulatory Authority

The Investor Alert, titled Artificial Intelligence (AI) and Investment Fraud, was issued on January 25, 2024, in collaboration with the SEC and NASAA. The Investor Alert warns investors about the rising number of scams falsely claiming to involve AI technology. It highlights how fraudulent actors exploit AI's complexity and popularity to mislead individuals, often using sophisticated tactics to appear legitimate. Individual investors should remain vigilant, as bad actors are exploiting AI to entice victims into fraudulent schemes.

In 2018, FINRA sought industry feedback on the challenges associated with AI use in broker-dealer firms. Commenters recommended that FINRA conduct a broad review of potential AI risks and mitigation measures in the securities industry. Based on this input, FINRA engaged with market participants to explore AI's role in the securities industry and published the report Artificial Intelligence (AI) in the Securities Industry.

4. Commodity Futures Trading Commission

The CFTC has issued customer advisories focused on consumer protection and fraud prevention. The advisory titled Criminals Increasing Use of Generative AI to Commit Fraud highlights specific steps individuals can take to safeguard themselves, such as enhancing their privacy and keeping personal information confidential. Another advisory, AI Won't Turn Trading Bots into Money Machines, warns about the risks of fraudsters exploiting public interest in AI to promote trading algorithms and investment strategies with unrealistic return promises.

5. Office of the Comptroller of the Currency

The latest edition of the OCC's Semiannual Risk Perspective, released on December 16, 2024, highlights the continued growth in banks' adoption of Artificial Intelligence (AI) across customer service, underwriting, and lending operations. The report indicates that, while AI can reduce costs and improve efficiency, this and other new technologies are also being used to enable increasingly more sophisticated and frequent fraud tactics.

6. Consumer Financial Protection Bureau

The CFPB has issued several guidelines addressing the heightened consumer risks associated with financial institutions' use of AI technology. The agency emphasized that financial institutions must comply with specific legal requirements, including the CFPB's Guidance on Credit Denials by Lenders Using Artificial Intelligence.

7. National Association of Insurance Commissioners

NAIC Membership voted to adopt the Model Bulletin on the Use of Artificial Intelligence Systems by Insurers during the 2023 Fall National Meeting. While not a model law or regulation, the NAIC's model bulletin serves as a guiding document, promoting consistency among state insurance regulators in setting expectations for insurance carriers deploying AI. The NAIC's model bulletin emphasizes the importance of responsible governance, risk management policies, and procedures to ensure fair and accurate outcomes for consumers.

III. AI Regulation at the State Level

In recent years, numerous U.S. states have established policies and regulations to govern artificial intelligence technologies and applications, recognizing the need to address the challenges and opportunities presented by this rapidly evolving field. These initiatives aim to foster responsible innovation while mitigating potential risks associated with AI deployment and usage.

It is important to note that the proposed 2025 budget reconciliation bill in the U.S. Congress includes a provision that imposes a decade-long moratorium on the enforcement of state laws regulating AI. If enacted, states would be prohibited from enforcing laws that specifically regulate AI models, systems, or automated decision systems for ten years. As of June 2025, the bill has passed the House of Representatives and is now under consideration in the Senate, where it faces procedural hurdles, particularly regarding the Byrd Rule, which restricts the inclusion of extraneous, non-budgetary policy proposals in budget reconciliation bills.

Below is a comprehensive list of AI-related initiatives and policies implemented across U.S. states as of Q2 2025.

Alabama

Executive Order 738 creates a Task Force on GenAI Intelligence. The purpose of the Task Force is to understand current uses of Generative AI in state agencies, encourage responsible and effective use of Generative AI in state agencies, and recommend policies and procedures related to the use of GenAI in state agencies going forward.

House bill 172 has been signed into law, prohibiting the distribution of materially deceptive AI-generated media within ninety days of an election if it poses a risk to a candidate or has the potential to influence voter behavior. Such content must include a clear disclaimer to ensure transparency and mitigate the risk of misinformation.

Alaska

Bulletin B 24-01 “Use of Artificial Intelligence Systems by Insurers” has been issued to remind all state insurers that decisions or actions impacting consumers made or supported by advanced analytical and computational technologies, including artificial intelligence, must comply with all applicable insurance laws and regulations.

Arizona

House Bill 2394 has been signed into law. This Act addresses the digital impersonation of a candidate for public office or political party office who will appear on the ballot in the state of Arizona or any citizen of the state.

Arkansas

Governor Sanders has established an AI Working Group to study and offer recommendations for the safe use of artificial intelligence within Arkansas state government.

Act 159 provides protection for an individual whose photograph, voice, or likeness is reproduced through means of artificial intelligence and used commercially.

California

Executive Order N-12-23, issued on September 6, 2023, directs a study on the development, use, and potential risks of artificial intelligence technology while establishing a responsible framework for evaluating and deploying AI tools within state government.

Senate Bill 896 (Generative Artificial Intelligence Accountability Act) has been approved by the Governor. The Act mandates that no individual or group should be discriminated in the AI design, development, deployment, or use.

Senate Bill 942 (Artificial Intelligence Transparency Act) has been approved by the Governor. The Act requires companies developing generative AI systems to provide AI detection tools free of charge. These tools enable users to assess whether image, video, or audio content was created or altered by the generative AI system.

Assembly Bill 2885 has been approved by the Governor. The Act establishes a uniform definition for "artificial intelligence" for existing provisions in state law. The law defines the term "artificial intelligence" to mean an engineered or machine-based system that varies in its level of autonomy and that can infer from the input it receives how to generate outputs that can influence physical or virtual environments.

Assembly Bill 2013 has been approved by the Governor. The Act requires generative artificial intelligence system developers to disclose on their website documentation regarding the data used to train the generative artificial intelligence system or service. The bill requires that this documentation include, among other requirements, a high-level summary of the datasets used in the development of the artificial intelligence system or service.

Assembly Bill 2355 has been approved by the Governor. The Act requires a committee that creates, originally publishes, or originally distributes a qualified political advertisement to include in the advertisement a specified disclosure that the advertisement was generated or substantially altered using artificial intelligence.

Assembly Bill 3030 has been approved by the Governor. The Act mandates that any health facility utilizing Generative AI to generate patient communications regarding patient clinical information must ensure that such communications include both a disclaimer stating they were generated by Generative AI and clear instructions on how patients can contact a human health care provider.

Senate Bill 1288 has been approved by the Governor. The Act establishes a working group for specific purposes related to AI in public schools. The bill requires, among other things, the working group to develop guidance for school districts, county offices of education, and charter schools on the safe use of AI in education.

Colorado

House Bill 1468 has been signed into law. This Act establishes an Artificial Intelligence Task Force to consider protections for consumers and workers. The membership of the task force includes 26 members that represent various organizations, communities, governmental entities, academia, and businesses related to AI.

House Bill 1147 has been signed into law. This Act establishes a statutory framework to regulate the use of deepfakes generated by Generative AI in communications about candidates for elective office. The act prohibits the distribution of any communication containing an undisclosed or improperly disclosed deepfake, where the distributor knowingly or recklessly disregards its deceptive nature in relation to a candidate.

Senate Bill 205 has been signed into law. This Act regulates high-risk artificial intelligence systems that make consequential decisions concerning the consumer. Developers and deployers of artificial intelligence tools must exercise reasonable care to protect consumers from any known or foreseeable risks of discrimination.

Regulation 10-1-1 (3 CCR 702-10) released by the Colorado Division of Insurance within the Department of Regulatory Agencies, establishes governance and risk management framework requirements for life insurers use of external consumer data and information sources, algorithms, and predictive models.

Connecticut

Public Act No. 23-16 establishes the working group to make recommendations and develop best practices for the ethical and equitable use of artificial intelligence in state government. The Act also requires the Department of Administrative Services to conduct an inventory of all AI systems currently used by state agencies.

Artificial Intelligence Responsible Use Framework was introduced by the State of Connecticut Judicial Branch on February 1, 2024. The Artificial Intelligence Responsible Use Framework was prepared to uphold the ethical use of AI in the Judicial Branch, and prioritizes fairness, privacy, transparency, accountability, and security.

Delaware

House Bill 333 has been signed into law. The Act established the Delaware Artificial Intelligence Commission, which is tasked with advising the General Assembly and the Department of Technology and Information on AI utilization and safety. The commission will also conduct an inventory of all GenAI usage within state agencies.

Florida

House Bill 919 has been approved by the Governor. The Act requires political advertising to include a disclaimer if it uses generative AI that appears to depict a real person performing an action that did not occur in reality and was created with the intent to injure a candidate or to deceive regarding a ballot issue.

Senate Bill 1680 has been approved by the Governor. The Act established the Florida Government Technology Modernization Council to study and monitor the development and deployment of Artificial Intelligence systems. The purpose of the Council is to study and monitor the development and deployment of new technologies and provide recommendations for their procurement and regulation.

House Bill 1361 has been approved by the Governor. The Act authorizes grants for school districts to implement artificial intelligence in support of students and teachers, while also establishing guidelines for its use.

Georgia

Georgia Technology Authority (GTA) was established to ensure responsible and ethical deployment of AI tools in state government. GTA oversees the formulation and implementation of AI policies, ensuring accountability, fairness, and transparency. Through collaboration with state agencies, GTA strives to safeguard against biases, mitigate risks, and promote the development of AI solutions that enhance the wellbeing of Georgians.

Hawaii

Act 191 prohibits a person from distributing materially deceptive deepfake media unless the media contains a disclaimer. The law establishes criminal penalties for distributing materially deceptive media. The Act also establishes remedies for parties injured by the distribution of materially deceptive media.

Illinois

Public Act 103-0451 establishes the Generative AI and Natural Language Processing Task Force to safeguard consumer information in the context of Generative AI, evaluate its potential to enhance public services, protect civil liberties, and assess its impact on the workforce.

Statute 820 ILCS 42/1 “Artificial Intelligence Video Interview Act” governs the use of AI-driven video interviews in hiring process. The Act mandates that employers requiring applicants to record video interviews and utilizing AI analysis of the submitted videos must comply with certain requirements.

Public Act 103-0804 prohibits employers from using AI to recruit, hire, or promote individuals if it has the effect of discriminating against people based on a protected class, such as race or gender, or uses zip codes as a proxy for identifying individuals in a protected class. This legislation also requires employers to provide applicants with notice when AI is used in the hiring process.

Indiana

Public Law 108 “Artificial Intelligence and Cybersecurity” creates the Artificial Intelligence Task Force to study and assess the use of artificial technology by state agencies. The law also sets forth specific guidelines and requirements for public and non-public entities that connect to the state's technology infrastructure.

Public Law 81 prohibits the use of fabricated media in political advertising, requires election campaign communications that contain fabricated media to include a disclaimer, and allows a candidate depicted in fabricated media that does not include a required disclaimer to bring a civil action against specified persons.

Iowa

Senate File 2435 provides funding to address the state’s workforce needs in the areas of science, technology, engineering, and mathematics by expanding degree and certificate programs in the areas of AI, cybersecurity, computer science, data science, software engineering and other high-demand areas related to technology.

Kansas

The Kansas Office of Information Technology Services has developed the Generative Artificial Intelligence Policy, which outlines the acceptable use of generative AI to protect the safety, privacy, and intellectual property rights of the State of Kansas. The Policy specifies that responses created from generative AI outputs must be reviewed for accuracy, appropriateness, privacy, and security before being acted upon or disseminated. It also lays out that state information and/or Restricted Use Information shall not be provided when interacting with AI.

Kentucky

Kentucky General Assembly has created an AI Task Force to identify existing Kentucky agencies using artificial intelligence systems and study those systems; gather information on artificial intelligence systems used by other groups, including Kentucky businesses and the federal government; and provide recommendations on how Kentucky government agencies use of artificial intelligence systems would benefit their operation.

Louisiana

House Resolution #66 requests the Joint Legislative Committee on Technology and Cybersecurity to study and make recommendations with respect to the use and regulation of artificial intelligence, and actively solicit data and testimony from persons, entities, agencies, and institutions that it believes can contribute to its purpose.

Maine

Executive Order establishes the Maine Artificial Intelligence Task Force. The purpose of the Task Force is to investigate the implications of recent and anticipated advances in the field of AI for the State of Maine and make recommendations to prepare Maine's economy and workforce for the opportunities and risks likely to result from advances in AI, protect Maine residents from potentially harmful uses of AI technologies, and explore the most promising uses for State agencies and public entities to deploy AI technologies.

Maryland

Executive Order "Catalyzing the Responsible and Productive Use of Artificial Intelligence in Maryland State Government" defines AI principles, establishes AI Subcabinet to ensure the AI principles are at the root of the AI use by Maryland state government agencies, and also outlines the AI Action Plan.

Senate Bill 818 has been approved by the Governor. The Act requires each unit of state government to conduct certain inventories and assessments of AI systems. It also requires the Department of Information Technology to establish policies and procedures for the development, deployment, and evaluation of AI technologies.

Massachusetts

Executive Order No. 629 "Establishing an Artificial Intelligence Strategic Task Force" establishes an AI Strategic Task Force to study AI technology and its impact on the state. The objectives of the AI Strategic Task Force shall be to advise the Governor in ensuring that Massachusetts is a leader in AI research and development.

Massachusetts Attorney General issued a legal advisory indicating that consumer protection laws apply to the developers, suppliers, and users of AI technology. The advisory states that it is considered unfair or deceptive to falsely advertise the quality of AI systems, provide an AI system that is defective, unusable, or impractical for its advertised purpose, or misrepresent the AI system's performance.

Michigan

Act No.264 governs the regulation of political activity and campaign financing, contributions and expenditures. The Act defines "Artificial Intelligence" as a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments.

Act No. 265 governs the use of Artificial Intelligence in election communications. The Act prohibits individuals from distributing or entering into agreements to distribute materially deceptive media when certain provisions established by the Act apply. It also establishes penalties for violations of these regulations.

Minnesota

Statute 609.771 governs the use of deep fake technology to influence an election. It stipulates that any person who disseminates a deep fake is guilty of a crime and may be sentenced if the person knows or acts with reckless disregard about whether the item being disseminated is a deep fake and dissemination.

Mississippi

Executive Order 1584 outlines the responsible use of artificial intelligence by Mississippi state agencies. It directs the Mississippi Department of Information Technology Services (ITS) to inventory AI technologies, assess current AI practices, and formulate policy recommendations for AI utilization.

Senate Bill 2577 has been approved by the Governor. The Act establishes the crime of wrongful dissemination of deepfakes, when such actions occur within 90 days of an election, without consent, and with the intent to influence the election. The law specifies that including a disclaimer serves as a defense against prosecution.

Missouri

The Office of Legal Ethics Counsel and Advisory Committee of the Supreme Court of Missouri has released informal opinion 2024-11, providing guidance for lawyers on the ethical use of Generative AI in legal practice. The opinion emphasizes the importance of understanding the risks and benefits of Generative AI, ensuring client confidentiality, complying with court orders and regulations, and verifying AI-generated content for accuracy.

Montana

Montana Attorney General banned the use of DeepSeek, a China-based artificial intelligence platform, on all Montana Department of Justice (MTDOJ) devices as it "poses serious security risks making information shared by its users available to the Chinese Communist Party (CCP), a known adversary of the United States".

Nebraska

Nebraska Information Technology Commission (NITC) has implemented Technical Standards and Guidelines, including the Artificial Intelligence Policy, which defines standards and guidelines for AI systems in areas such as security and risk management, ethics, fairness, bias, privacy, reliability, transparency, and accountability.

Nevada

The State of Nevada Office of the Chief Information Officer has issued a Policy on the Responsible and Ethical Use of Artificial Intelligence in Nevada State Government Executive Branch. This policy ensures that Artificial Intelligence use within Nevada State Government's executive branch is conducted responsibly, ethically, and transparently. It establishes minimum standards for AI deployment and utilization, balancing safety and compliance with the flexibility needed for innovation across different agencies.

New Hampshire

The New Hampshire State Government Code Of Ethics For The Use And Development Of Generative Artificial Intelligence And Automated Decision Systems outlines principles to guide the adoption of generative artificial intelligence while safeguarding the rights, privacy, and well-being of residents. The Code establishes a framework for government organizations that fosters innovation while ensuring transparency, fairness and accountability.

House Bill 1688 has been signed into law. The Act establishes permitted uses of artificial intelligence by state agencies, prohibited uses of AI by state agencies, and compliance guidelines for state agencies.

House Bill 1596 has been signed into law. The Act mandates the disclosure of media created using artificial intelligence technology, as well as deceptive and fraudulent deepfakes used in political advertising, within 90 days of an election.

House Bill 1432 has been signed into law. The Act prohibits using a deepfake for the purpose of advocating the success or defeat of any party or person at any election. This law also addresses fraud by providing criminal and civil penalties for creating a deepfake to cause any financial or reputational harm to an identifiable person.

New Jersey

Executive Order #346 establishes an advisory Artificial Intelligence Task Force to examine the societal impact of Artificial Intelligence. Additionally, the executive order directs state agencies to develop guidelines for the ethical use of Artificial Intelligence to enhance government efficiency.

Senate Bill 3432 has been signed into law by the Governor. The Act establishes the "Next New Jersey Program" to attract new investment to the state in the artificial intelligence industry through tax credits. Businesses with agreements with the New Jersey Economic Development Authority will be eligible for a tax credit.

The New Jersey Supreme Court's Committee on Artificial Intelligence and the Courts issued Preliminary Guidelines on the Use of Artificial Intelligence by New Jersey Lawyers intended to inform and assist lawyers in navigating their ethical responsibilities in light of the current and anticipated effects of AI on legal practice.

New Mexico

House Bill 182 has been signed by the Governor. The Act regulates the use of artificial intelligence in election campaigns, requiring disclaimers for advertisements containing materially deceptive media. The act also creates the crime of distributing materially deceptive media in election campaigns and provides penalties.

New York

Senate Bill S7543A has been signed into law by the Governor, restricting the use of AI tools by state agencies. Under the law, New York government agencies are prohibited from using automated decision-making systems for functions related to public assistance or those that impact civil liberties, safety, welfare, or individual rights. For other applications, agencies must conduct reviews and publish impact assessments.

The New York State Office of Information Technology issued a Policy on Acceptable AI Use by State Agencies that establishes guidelines for the acceptable use of AI technologies by state agencies. The state agencies are encouraged to responsibly adopt AI technologies and consider this policy a tool to aid in that adoption.

Local Law 144 of 2021 regarding automated employment decision tools ("AEDT"). The law prohibits employers and employment agencies from using an AEDT unless it has been subject to a bias audit, information about the bias audit is publicly available, and certain notices have been provided to employees or job candidates.

The New York City launched Artificial Intelligence Action Plan for the responsible use of AI in NYC government. The Action Plan lays out 37 actions over seven initiatives to create governance for the city's use of AI, engage with New Yorkers and other partners on AI matters, and support agencies in implementing AI solutions.

North Carolina

The North Carolina Department of Information Technology has released the North Carolina State Government Responsible Use of Artificial Intelligence Framework. The framework is designed to encourage responsible use of AI to benefit the people of North Carolina, foster public trust and confidence in the use of AI, and ensure that the use of AI remains consistent with all applicable laws, including those related to privacy, civil rights, and liberties.

The North Carolina Department of Public Instruction issued North Carolina Generative AI Implementation Recommendations and Considerations for PK-13 Public Schools. These recommendations and considerations have been created as a way to share information and resources to help direct responsible implementation of Generative AI tools and guide AI Literacy in North Carolina Public Schools.

North Dakota

North Dakota Information Technology Department issued an Artificial Intelligence Policy, which outlines best practices for secure, private, and ethical use of artificial intelligence technologies, so that state entities can feel comfortable exploring innovative ways to enhance the citizen experience and productivity. This guideline highlights common risks, challenges, and legal considerations when using artificial intelligence tools.

Ohio

Ohio Department of Administrative Services (DAS) published a State of Ohio Administrative Policy to provide statewide requirements for the use of AI. The policy authorizes AI implementation while creating a framework to safeguard personal data and uphold the integrity of information delivered through AI solutions.

Ohio Department of Administrative Services (DAS) created an Artificial Intelligence (AI) Strategy, including Guidance and Resources for policymakers, teachers, and parents to advance AI readiness in Ohio schools and ensure that the state's K-12 education system is prepared for and can help lead the AI revolution.

Oklahoma

Executive Order 2023-24 establishes the Governor's Task Force on Emerging Technologies to study and develop policy recommendations for the responsible deployment of artificial intelligence. The Task Force aims to enhance efficiency and effectiveness in state government. In alignment with the Executive Order, it submitted its official report to the Governor on December 29, 2023.

The AI Usage Standard was released by the Oklahoma Office of Management & Enterprise Services to ensure that the development, deployment and usage of AI products and tools by the State of Oklahoma, its agencies and its partners align with ethical principles and values, preventing harm to individuals or communities.

Oregon

Executive Order NO. 23-26 "Establishing a State Government Artificial Intelligence Advisory Council" directs the Artificial Intelligence Advisory Council to recommend an action plan for guiding awareness, education, and AI usage in state government. The plan will align with the State's policies, goals, and values.

House Bill 4153 has been signed into law by the Governor, establishing the Task Force on Artificial Intelligence. The Task Force shall examine and identify terms and definitions related to Artificial Intelligence that may be used for legislation and report its findings and recommendations to the interim committee of the Legislative Assembly.

Senate Bill 1571 has been signed into law by the Governor, mandating disclosure of artificial intelligence or similar technology in election campaign ads, while exempting certain entities and content from this requirement. Additionally, the Act establishes enforcement mechanisms and imposes fines for violations

The Oregon Attorney General published AI Guidance "What you should know about how Oregon's laws may affect your company's use of Artificial Intelligence" that outlines how existing Oregon consumer protection, privacy and anti-discrimination laws apply to AI tools. The AI Guidance highlights key themes such as privacy, accountability and transparency, and provides insight into "core concerns," including bias and discrimination.

Pennsylvania

Executive Order 2023-19 "Expanding and Governing the Use of Generative Artificial Intelligence Technologies Within the Commonwealth of Pennsylvania" outlines responsible standards for the governance of Generative AI when used by state agencies and creates the Generative AI Governing Board.

House Resolution No. 170 establishes an Artificial Intelligence Advisory Committee and directs the Joint State Government Commission to create an Advisory Committee to study artificial intelligence, assessing its current and potential future impact in Pennsylvania.

House Republicans established an Artificial Intelligence Opportunity Task Force, composed of five fellow House Republicans, to monitor and guide the growth of the AI technology. The task force looks to utilize AI to achieve a thriving economy, affordable living, safe communities, and family-centered opportunities for children.

Rhode Island

Executive Order 24-06 “Artificial Intelligence and Data Centers of Excellence” establishes the AI Task Force and a Center of Excellence for AI and Data within state government. It also creates a statewide data platform designed to enhance data accessibility and usability.

House Resolution 6423 directs the Department of Administration and the Office of Information Technology to review and evaluate the use and development of artificial intelligence and automated decision systems. It also seeks recommendations on expanding their use and enhancing security and implementation.

South Carolina

A working group led by the South Carolina Department of Administration and leadership from 10 other South Carolina state agencies has developed the Artificial Intelligence Strategy to codify their collective commitment to use the AI technology in a beneficial, ethical and trustworthy way. This strategy outlines the vision, guiding principles, goals and actions that will be executed for the productive, responsible use of AI for state agencies.

South Dakota

The South Dakota Bureau of Information and Telecommunications (BIT) has published State of South Dakota Generative Artificial Intelligence (AI) Guidelines & Acceptable State Use. These guidelines, intended for state government agencies, establish principles for the responsible use of AI-generated content. They highlight the importance of proofing, editing, and fact-checking, emphasizing that AI-generated content should serve as a foundation rather than a finalized product.

Tennessee

House Bill 2325 has been signed into law by the Governor, establishing the Artificial Intelligence Advisory Council to develop an action plan that promotes awareness, education, and the use of artificial intelligence in Tennessee state government. The plan will align with state policies and goals while supporting public employees in delivering efficient and effective customer service

House Bill 1630 has been signed into law by the Governor, regulating the use of artificial intelligence technology in schools. The Act requires Tennessee state educational organizations to adopt a policy regarding the use of AI technology by students, faculty, and staff for instructional and assignment purposes.

“Ensuring Likeness, Voice, and Image Security Act of 2024” prohibits people from using Artificial Intelligence to mimic a person’s voice without their permission, and violations can be criminally enforced as Class A misdemeanors. The law also authorizes civil action against any person who violates this law.

Texas

House Bill 149 has been signed into law by the Governor, regulating the use of artificial intelligence systems in Texas. The Act requires state agencies to disclose AI interactions with citizens, prohibits developers from designing systems that manipulate human behavior, and includes additional consumer protection measures.

House Bill 2060 has been signed into law by the Governor, establishing the AI Advisory Council. The Council will study and monitor AI systems developed, employed, or procured by state agencies. It will also assess the need for a state code of ethics for the use of AI systems in state government and recommend administrative actions.

The House Select Committee on Artificial Intelligence & Emerging Technologies was established on April 2, 2024. The committee was created to conduct a comprehensive review of the advancements in artificial intelligence and emerging technologies and the economic, ethical, and societal implications of those advancements.

Senate Bill 751 signed into law by the Governor, criminalizes the creation of deceptive videos intended to harm a candidate or manipulate an election's outcome. The law prohibits the publication of deepfake videos within 30 days of an election. It defines a 'deepfake video' as one deliberately designed to mislead, depicting a real person engaging in actions that never occurred.

Utah

Senate Bill 149, signed into law by the Governor, establishes the Artificial Intelligence Policy Act, which defines liability for undisclosed AI usage that violates consumer protection laws. The Act also creates the Office of Artificial Intelligence Policy and launches the Artificial Intelligence Learning Laboratory Program.

Senate Bill 131, signed into law by the Governor, requires political advertisements containing synthetic media to include a disclosure. The law also allows courts to consider AI usage as an aggravating factor in sentencing. It defines artificial intelligence as a machine-based system designed to make predictions, recommendations, or decisions that influence real or virtual environments based on human-defined objectives.

Vermont

The State of Vermont has established two administrative bodies to collaborate on artificial intelligence oversight and enablement, pursuant to 2022 Act 132 – the Council on Artificial Intelligence and the Division of Artificial Intelligence within the State of Vermont Agency of Digital Services.

The Council on Artificial Intelligence is a diverse group of leaders from across Vermont that oversight on the use of Artificial Intelligence in Vermont. The Division of Artificial Intelligence within the Agency of Digital Services implements their guidance and provides an AI Center for Enablement for the State of Vermont.

The Agency on Commerce and Community Development has established The Artificial Intelligence Task Force to investigate the field of Artificial Intelligence (AI) and provide recommendations on the responsible growth of Vermont's emerging technology markets, the use of AI in state government, and the regulation of the AI field.

Virginia

Executive Order No. 30 "Implementation of Standards for the Safe Use of Artificial Intelligence Across the Commonwealth" promulgates safety standards to ensure the responsible, ethical, and transparent use of Artificial Intelligence technology by state government and establish an Artificial Intelligence Task Force.

Executive Order "Recognizing the Risks and Seizing the Opportunities of Artificial Intelligence" requires the Office of Regulatory Management, the state chief information officer, and relevant secretariats to review potential Artificial Intelligence (AI) usage within the state and to establish standards for such use.

Senate Bill 487 has been signed by the Governor, directing the Joint Commission on Technology and Science to analyze AI usage by public bodies in the Commonwealth and to establish a Commission on Artificial Intelligence.

Washington

Senate Bill 5152 signed by the Governor, defines synthetic media in campaigns for elective office and provides relief for candidates and campaigns. The Act mandates that electioneering communications containing synthetic media cannot be distributed without a clear disclosure indicating that the media has been manipulated.

Executive Order 24-01 requires the development of guidelines for public sector procurement and the use of generative artificial intelligence, a training plan for state government workers on the use of AI technology, and the creation of research opportunities and partnerships with research institutes at the state and federal levels.

Senate Bill 5838 signed by the Governor, creates an AI Task Force to assess current uses and trends by private and public sector entities and make recommendations to the Legislature regarding standards for the use and regulation of AI. The Office of the Attorney General must administer the AI Task Force.

West Virginia

House Bill 5690 approved by the Governor, establishes the West Virginia Task Force on Artificial Intelligence. The Task Force will identify relevant state agencies to develop and oversee AI policy and its implementation. It will also evaluate public interest use cases for AI and develop best practices for its application.

West Virginia House Resolution 3 (2024) has created a Select Committee on Artificial Intelligence. The Select Committee on Artificial Intelligence shall receive testimony, consider legislation, and recommend action to the Speaker of the House regarding all issues relating to Artificial Intelligence in the State of West Virginia.

Wisconsin

Executive Order #211 creates the Governor's Task Force on Workforce and Artificial Intelligence. The Task Force shall gather and analyze information and produce an advisory action plan to the Governor of Wisconsin. The Executive Order outlines the general structure and objectives of the advisory action plan.

The Wisconsin Assembly has established an Artificial Intelligence Task Force to explore the role of AI in elections, business, and government. The Task Force will evaluate emerging technologies, assess regulatory considerations, and provide strategic recommendations for AI integration across key sectors.

Assembly Bill 664 regulates the disclosures regarding content generated by AI in political advertisements. The Act establishes mandatory disclosure requirements regarding content generated by Artificial Intelligence in political advertisements, grants rule-making authority, and imposes a civil forfeiture for each violations.

Wyoming

Wyoming Department of Education has published Guidance for Wyoming School Districts on Developing Artificial Intelligence Use Policy to guide school districts as they develop policies on the appropriate and responsible use of AI, and help them navigate the development of policies on the appropriate use of AI.

IV. AI Regulatory Landscape in the District of Columbia

DC Mayor's Executive Order #2024-028

Issued on February 8, 2024, and titled "Articulating DC's Artificial Intelligence Values and Establishing Artificial Intelligence Strategic Benchmarks," DC Mayor's Executive Order #2024-028 outlines key actions required to integrate AI into government operations in the District of Columbia:

- Defining DC's AI Values, which will serve as the cornerstone of implementing AI solutions in District government. DC's AI Values are: Clear Benefit to the People, Safety & Equity, Accountability, Transparency, Sustainability, and Privacy & Cybersecurity.
- Establishing an Advisory Group on AI Values Alignment, comprised of public and government members to ensure public oversight of District government's AI adoption efforts. The Advisory Group will monitor agency AI adoption efforts and advise the Mayor on AI Values.
- Establishing an AI Taskforce of government personnel to work with agencies to produce governance policies, procedures, and documents throughout 2024, and to begin a three-year process of helping every agency develop specific AI strategic plans.
- Setting AI Benchmarks for DC Government by imposing a schedule of deadlines through Fiscal Year 2024 for the creation of core components and documents that will shape DC's AI Strategic Plan.

V. AI Use Cases in the Financial Services Industry

This chapter is based on the reports "The Financial Stability Implications of Artificial Intelligence," released by the Financial Stability Board (FSB) in November 2024; "Artificial Intelligence in Financial Services," released by the U.S. Department of the Treasury in December 2024; and "Artificial Intelligence in the Securities Industry," released by FINRA (Financial Industry Regulatory Authority) in June 2020.

AI has long been deployed in the financial services industry across various applications, including credit and insurance underwriting, trading, investment advice, customer service, compliance, forecasting, and process automation. Many AI applications in this sector fall under the umbrella of traditional Machine Learning (ML), where statistical models are trained on datasets with predefined input and output parameters.

For example, in the banking industry, machine learning enhances credit underwriting processes by analyzing alternative data sources such as rent payments and utility bills. This technological approach provides a more comprehensive assessment of creditworthiness beyond traditional credit metrics.

In the investment industry, AI technology plays an important role in forecasting, process automation, and personalized investment advice through robo-advisors. It enhances trading strategies by identifying patterns, optimizing execution, streamlining portfolio workflows, and evaluating risk-return tradeoffs.

In the insurance industry, AI enhances underwriting, claims processing, fraud detection, and risk management. Property and casualty insurers leverage AI to analyze claims data in real time, detect inconsistencies, and expedite claims payments. Life insurers utilize AI in pricing models and underwriting functions.

Notably, in recent years, the rapid advancement of new AI technologies, especially Generative AI (GenAI), has driven a significant shift away from traditional AI and Machine Learning. Unlike conventional AI, Generative AI can create new content based on learned patterns from training data. It typically relies on more sophisticated models trained on vast datasets, enhancing its predictive capabilities.

Financial firms are still in the early stages of understanding and deploying new AI technologies, including Generative AI. These models, typically trained on larger datasets than traditional AI models, demand distinct development processes and specialized training techniques. Moreover, their deployment requires enhanced human expertise, increased computational power, and significant financial investment.

Financial firms are increasingly integrating Generative AI into internal operations, enhancing risk management, regulatory compliance, and fraud detection. This new technology strengthens cybersecurity risk management and supports AML/CFT and sanctions compliance by leveraging advanced data analysis, anomaly detection, and suspicious activity flagging, in alignment with Bank Secrecy Act (BSA) obligations.

Additionally, Generative AI optimizes back-office functions such as recordkeeping, predictive text processing, and advanced document searches. As a transformative tool in the financial services industry, GenAI improves operational efficiency, streamlines processes, and strengthens decision-making across various functions.

Below, we will examine three distinct use cases of AI technology implementation in the financial industry: Customer Experience, Portfolio Management, and Regulatory Compliance.

Use Case 1: Enhancing Customer Experience with Virtual Assistants

The use of AI technology to enhance customer experience has gained significant traction within the financial services industry. AI-based customer service applications primarily rely on Natural Language Processing (NLP) and Machine Learning (ML) tools to automate and personalize customer communications.

For example, broker-dealers are increasingly leveraging AI to optimize customer outreach and engagement. AI tools analyze customers' investing behaviors and past inquiries to deliver personalized content, including educational materials, market news, and research reports on specific investment products or asset classes. AI can also predict customer interest in specific services based on browsing history and profile data.

Virtual assistants are AI applications that interact with users through voice recognition and synthesized speech, executing predefined tasks. Many financial firms have already deployed or are in the process of deploying virtual assistants to enhance their digital customer service. These assistants commonly handle basic inquiries related to account balances, portfolio holdings, market data, address changes, and password resets. Some firms also use virtual assistants to accept and process trade orders within specific thresholds.

Virtual assistants utilize NLP technological capabilities, including speech-to-text and text-to-speech conversion, tone recognition, and text generation. They also leverage ML and sophisticated authentication mechanisms, such as facial recognition, fingerprint scanning, and voice biometrics. These AI-powered applications are trained on extensive historical and real-time data, including customer account details, trading history, past inquiries, enabling them to generate accurate and contextually relevant responses.

AI-driven customer communication solutions are gaining traction in the financial services industry due to their potential to enhance customer experience and improve operational efficiency. However, these AI-powered technological solutions also present challenges related to customer authentication, data privacy, cybersecurity, and recordkeeping, requiring financial firms to implement robust safeguards to mitigate associated risks.

Use Case 2: Portfolio Management and Trading Optimization

Artificial Intelligence technology is transforming portfolio management and trading operations by enhancing analytical capabilities and automation. Financial firms are leveraging Generative AI to evaluate market sentiment using text-based sources, such as earnings calls and regulatory disclosures, and applying reinforcement learning to optimize trade execution.

While Natural Language Processing (NLP) and traditional Machine Learning (ML) techniques have long supported sentiment analysis and predictive modeling in financial markets, Large Language Models (LLMs) advance trading algorithms by identifying subtle linguistic relationships, significantly surpassing conventional frequency-based methods in accuracy and nuance.

AI-powered portfolio management tools enable financial firms to identify patterns and predict price movements by processing and analyzing vast datasets from both traditional and non-traditional sources, such as social media. Some broker-dealers incorporate AI-driven forecasts into their investment strategies to enhance portfolio performance and optimize decision-making.

Large firms are integrating AI-driven tools into brokerage account management, equipping individual brokers with real-time, customized customer insights. These solutions enhance understanding of customer preferences and trading behaviors, enabling more informed decision-making and personalized service. AI is also driving efficiency in trading by optimizing order routing, price execution, and block trade allocation.

However, the adoption of AI in trading and investment management presents certain challenges. Autonomous AI models may struggle to account for unforeseen events, such as market volatility, natural disasters, pandemics, or geopolitical disruptions, potentially leading to unreliable predictions and undesirable trading behaviors.

Use Case 3: Regulatory Compliance and Risk Management

The adoption of AI technology by financial institutions for regulatory compliance has grown significantly. AI tools are increasingly being deployed across fraud detection and AML/CFT use cases, enhancing compliance efficiency. Financial market participants are also investing significant time and resources into developing in-house AI-powered solutions to enhance their regulatory compliance and risk management functions.

AI offers firms the ability to capture and surveil large amounts of structured and unstructured data from both internal and external sources in order to identify patterns and anomalies. This enables firms to monitor various activities in a more efficient, effective, and risk-based manner. AI-driven solutions are also being developed for customer identification (KYC) and financial crime monitoring programs, for example, to detect potential money laundering, terrorist financing, insider trading, market manipulation, and other fraudulent or illegal activities.

As financial crime becomes more sophisticated, traditional KYC and financial crime monitoring methods struggle to deliver the desired effectiveness, often resulting in high rates of false positives. Consequently, financial firms have started incorporating AI technologies to make their compliance programs more effective. These advanced technological tools enable them to identify and track customer activity with greater accuracy and efficiency, and to conduct more holistic and detailed analysis of customer transactions.

Broker-dealers utilize various regulatory intelligence management programs to monitor, interpret, and comply with evolving rules and regulations across jurisdictions. Traditionally a manual process, financial firms are now integrating AI-driven tools to improve their compliance efficiency. Automated regulatory intelligence systems help reduce compliance costs and streamline the implementation of regulatory changes.

Finally, cybersecurity remains a major challenge for the financial services industry. As cyber threats evolve, bad actors increasingly leverage sophisticated technologies. Meanwhile, regulators are requiring financial institutions to implement comprehensive cybersecurity controls to counter these risks. In response, firms are integrating AI as a critical component of their cybersecurity programs. AI empowers cybersecurity teams to predict potential attacks, detect threats in real time, and respond faster and more cost-effectively

VI. AI Risks and Mitigation Strategies

This chapter is based on "The Financial Stability Implications of Artificial Intelligence" report released by the Financial Stability Board (FSB) in November 2024 and the "Artificial Intelligence in Financial Services" report released by the U.S. Department of the Treasury in December 2024.

While the responsible and productive use of AI technology can offer significant benefits to financial institutions and their customers, rapid AI adoption without adequate risk management, controls, and regulatory oversight may negatively impact consumers and pose a threat to overall financial stability.

This chapter outlines major AI-related risks and their corresponding mitigation strategies, categorized into six groups: (1) data privacy and security; (2) bias and explainability; (3) impacts on consumers; (4) concentration risks; (5) third-party risks; and (6) illicit finance risks.

1. Data Privacy and Security

Developing and training AI models requires high-quality comprehensive data to ensure accuracy and fairness, including minimizing bias. Robust data security measures must be implemented to protect AI models from cyberattacks and threats like 'data poisoning', which can compromise their integrity and reliability. Moreover, strong data privacy measures are essential for reducing risks associated with flawed or mismanaged data.

To mitigate data-related risks, financial institutions can enhance data privacy by implementing AI governance frameworks, robust risk management strategies, and advanced security protocols. Many financial firms have already established governance and risk controls to assess AI-related risks, including data protection measures. Additionally, robust cybersecurity measures should be implemented, including AI-specific security protocols, encryption, and threat detection systems to safeguard sensitive financial data from potential threats.

2. Bias and Explainability

The quality of AI models is critical to minimizing risks and realizing AI's potential. A key concern is bias, which occurs when an AI model's results reflect human or data-driven biases. Another major issue is explainability – the challenge of understanding how models generate their output. Additionally, generative AI introduces the risk of hallucinations, where a model convincingly produces incorrect information.

It is important to recognize that AI models are not as impartial as they may seem. However, if AI models are properly developed, they could produce less discriminatory results. For example, AI can enable financial firms to analyze a broader range of variables when predicting creditworthiness. However, improperly trained AI tools may exacerbate bias. Fair lending laws prohibit discriminatory practices in consumer lending, regardless of the technology used to make credit decisions. The use of AI must align with established regulatory standards, and institutions are responsible for ensuring their AI applications do not result in discriminatory outcomes.

Another concern is the difficulty of achieving greater transparency and explainability in AI models. Challenges surrounding transparency, explainability, and accountability arise when AI is used in decision-making processes. Models that function as "black boxes" provide limited insight into how outputs are generated, which presents challenges for explainability, particularly in consumer-focused applications. Furthermore, Generative AI models contain exponentially more parameters than traditional machine learning models. The sheer volume of these parameters makes it even more challenging to identify which specific ones contributed to a given result.

Mitigation strategies include establishing comprehensive internal guidelines and clear procedural frameworks, ensuring thorough human oversight; implementing robust auditing, testing, and control mechanisms; and strictly adhering to ethical codes of conduct and regulatory standards to guarantee responsible AI deployment.

3. Impact on Consumers

The use of consumer-facing AI systems presents potential risks for consumers, particularly in relation to data rights and the application of existing consumer protection laws.

As discussed above, AI offers opportunities to enhance customer service, provide personalized products, and expand access to financial services such as credit and financial advice. However, concerns arise due to a lack of transparency in consumer data collection and AI model usage. AI systems may inadvertently reinforce biases or steer individuals toward predatory products. Careful oversight is essential to safeguard consumer rights and ensure compliance with established laws.

AI systems that interact directly with consumers introduce unique risks, underscoring the importance of disclosure. While many leading banks utilize chatbots, some hesitate to adopt large language models (LLMs) for customer-facing applications due to concerns about inaccurate, inconsistent, or incomplete responses that could result in liability and reputational damage. These concerns are valid, but various solutions exist. Regulators could enforce clear disclosures when AI tools influence decisions related to credit and other financial products.

Another significant consideration is the handling and ongoing collection of consumer data. Companies gather vast amounts of information about consumers – often without their full awareness regarding the extent of data collected or its potential use in decision-making. Regulatory measures could impose limits on data collection practices, thereby enhancing consumer privacy rights while also mitigating risks associated with data breaches.

4. Concentration Risks

The development of AI models is largely concentrated among a few firms, affecting market competitiveness for both providers and users while presenting potential risks to financial stability. This can create concentration risks, which occur when a few dominant entities control a market and make it more vulnerable to disruptions. Generative AI models require vast amounts of training data, computing power, and financial investment, leading financial institutions to rely heavily on a small number of dominant companies. This raises concerns that disruptions at a single AI firm could trigger widespread instability across the financial system.

The widespread use of common AI models and data sources could lead to similar decision-making patterns across financial institutions, increasing the likelihood of market instability. For example, if many firms rely on the same AI-driven trading strategies, they may all react in a similar manner to market changes, potentially magnifying financial stress and liquidity shortages. Additionally, as automation in financial markets continues to grow, these AI-driven patterns may become even more entrenched, further increasing the financial system's vulnerability.

To mitigate these risks, several strategies can be implemented. Strengthening operational risk management frameworks would enhance resilience, while promoting open-source AI tools may foster competition and reduce reliance on a few dominant providers. Monitoring AI provider concentration would help ensure diversification, reducing systemic vulnerabilities and promoting a more competitive and stable financial market.

5. Third-Party Risks

Due to the high cost and expertise required for AI development, financial firms must rely on externally developed AI models, often customized for their needs. This dependence highlights the importance of strong third-party risk management (TPRM) and thorough due diligence. While TPRM is already integral to risk management, AI-related third-party risks – such as operational, regulatory, and data security concerns – require heightened oversight, particularly regarding privacy breaches, unauthorized data sharing, and inconsistent incident response.

Effective risk management can address many third-party risks associated with AI, though policy updates may be necessary to address AI-specific challenges. For instance, financial institutions may need to enforce stringent privacy and security requirements for third-party AI vendors. Beyond regulatory measures, firms can strengthen third-party risk management (TPRM) and overall compliance by implementing robust governance frameworks, continuous risk assessments, advanced cybersecurity protocols, and comprehensive data quality controls.

6. Illicit Finance Risks

The increasing use of AI is facilitating illicit cyber activity and fraud. Criminals exploit AI tools in several ways, including bypassing customer identification programs through document and image manipulation (deepfake technology), and using AI-generated text to carry out fraudulent communications with financial institutions. Moreover, Generative AI could further amplify phishing attacks by streamlining the creation of sophisticated phishing campaigns directed at financial institutions.

To address these threats, digital identity (digital ID) solutions play a critical role in countering AI-enabled fraud. Advances in digital IDs – such as passkeys tied to biometric authentication, including facial scans or fingerprints, which enable passwordless logins, strengthen identity verification. Multi-factor authentication (MFA) with integrated risk engines also enhances fraud prevention by assessing user legitimacy based on data.

Enhancing digital identity verification through biometric authentication, liveness detection, and risk-based MFA can help prevent AI-enabled fraud. Strengthening cybersecurity measures, such as AI-driven threat detection, is essential for mitigating phishing and social engineering risks. Additionally, robust phishing prevention protocols and comprehensive employee training programs can significantly improve security awareness.

VII. Conclusion

Artificial Intelligence is already transforming our world, and its impact on the future will be profound. This powerful technology presents a unique opportunity for governments and financial institutions to enhance services, streamline operations, and make efficient data-driven decisions. However, unlocking these benefits requires careful planning and responsible implementation. While AI can enhance operational efficiency, its potential risks necessitate strong governance frameworks and transparent AI model design. Responsible AI development is essential for maximizing benefits while mitigating risks.

The federal and state governments, including the District of Columbia, are taking proactive steps to implement regulations, guidance, and policies for the responsible use of AI tools within their jurisdictions. These measures generally include AI values, government initiatives, and strategic roadmaps. While the implementation process can be time-consuming and require significant effort, the potential benefits are substantial: AI can significantly enhance efficiency across both the public and private sectors, ultimately benefiting society.

Appendix 13

Contracts **SR0_FY 2025**

Vendor Name	Contract Number	Contract Purpose - Description of Services	Competitive or Sole Source	Contract Type	Original Contract	Contract Term Begin Date	Contract Term End Date	Contract Period	Contract Period Total Amount	Budgeted Amount	Actual Amount Spent	Contract Status	Funding Source (local, federal, private, special revenue, specify if ARPA)	Notes
ABC TECHNICAL SOLUTIONS INC	PO716750	DISB: FY25 Lumen5 Enterprise Plan Renewal	Non-Competitive/Sole Source		$13,817.98	10/1/2024	9/30/2025	Not Applicable	$13,817.98	$13,817.98	$13,817.98		Special Purpose Revenue (O-Type)	
ABC TECHNICAL SOLUTIONS INC	PO722969	DISB: FY25 TEEM Subscription Renewal	Non-Competitive/Sole Source		$9,899.78	10/1/2024	9/30/2025	Not Applicable	$9,899.78	$9,899.78	$9,899.78		Special Purpose Revenue (O-Type)	
ABC TECHNICAL SOLUTIONS INC	PO725425	DISB: FY25 Adobe Creative Services & Stock Enterprise Subscriptions	Non-Competitive/Sole Source		$14,298.86	10/1/2024	9/30/2025	Not Applicable	$14,298.86	$14,298.86	$14,298.86		Special Purpose Revenue (O-Type)	
ABC TECHNICAL SOLUTIONS INC	PO726165	DISB: FY25 Dell Laptop	Competitive		$112,675.77	10/1/2024	9/30/2025	Not Applicable	$112,675.77	$112,675.77	$112,675.77		Special Purpose Revenue (O-Type)	
ALL CAR LEASING, INC	PO715966	DISB: FY25 Agency Leased Vehicle	Non-Competitive/Sole Source		$9,420.00	10/1/2024	9/30/2025	Not Applicable	$9,420.00	$9,420.00	$9,420.00		Special Purpose Revenue (O-Type)	
AMERICAN CITY BUSINESS JOURNAL	PO721752	DISB: FY25 Business-Related Advertising (WBJ)	Competitive		$40,566.00	10/1/2024	9/30/2025	Not Applicable	$40,566.00	$40,566.00	$40,566.00		Special Purpose Revenue (O-Type)	
Audacy Operations, Inc	PO720915	DISB: FY25 Radio Adverting (Audacy)	Competitive		$70,016.96	10/1/2024	9/30/2025	Not Applicable	$70,016.96	$70,016.96	$68,891.88		Special Purpose Revenue (O-Type)	
BAYNE LLC	PO716931	DISB: FY25_Professional Event Planning and Management_CW116375 Option Year 1	Competitive	Cost Reimbursement	$79,560.00	10/1/2024	9/30/2025	Option Year 1	$79,560.00	$79,560.00	$79,560.00		Special Purpose Revenue (O-Type)	
BRIAR PATCH SHREDDING AND R	PO715083	DISB: FY25 Shredding & Recycling Services	Competitive		$6,420.00	10/1/2024	9/30/2025	Not Applicable	$6,420.00	$6,420.00	$6,420.00		Special Purpose Revenue (O-Type)	
CAPITAL COMMUNITY NEWS INC	PO721267	DISB: FY25 Capital Community News (Advertising)	Competitive		$18,648.00	10/1/2024	9/30/2025	Not Applicable	$18,648.00	$18,648.00	$18,647.00		Special Purpose Revenue (O-Type)	
CAPITAL SERVICES AND SUPPLIES	PO718648	DISB: FY25 DISB Moving Services	Competitive		$3,600.00	10/1/2024	9/30/2025	Not Applicable	$3,600.00	$3,600.00	$3,600.00		Special Purpose Revenue (O-Type)	
Capitol Insurance Services LLC	PO725470	DISB: FY25 MBSYEP Vendor	Competitive		$90,000.00	10/1/2024	9/30/2025	Not Applicable	$90,000.00	$90,000.00	$84,896.97		Local/SPR	
Captive Insurance Council of the Distric	PO719856	DISB: FY25 CIC-DC Sponsorship	Non-Competitive/Sole Source		$5,000.00	10/1/2024	9/30/2025	Not Applicable	$5,000.00	$5,000.00	$5,000.00		Special Purpose Revenue (O-Type)	
CCH INCORPORATED	PO728299	DISB: FY25 CCH Incorporated	Non-Competitive/Sole Source		$24,360.06	10/1/2024	9/30/2025	Not Applicable	$24,360.06	$24,360.06	$24,360.06		Special Purpose Revenue (O-Type)	
CDW GOVERNMENT LLC	PO719493	DISB: FY25 Microsoft Enterprise License Agreement	Non-Competitive/Sole Source		$13,112.45	10/1/2024	9/30/2025	Not Applicable	$13,112.45	$13,112.45	$13,112.45		Special Purpose Revenue (O-Type)	
COALITION FOR NONPROFIT	PO726184	DISB: FY25 Capital Readiness Program	Competitive		$120,000.00	10/1/2024	9/30/2025	Not Applicable	$120,000.00	$120,000.00	$120,000.00		Special Purpose Revenue (O-Type)	
Community Tax Aid, Inc.	PO722824	DISB: FY25 Earned Income Tax Credit (EITC)	Competitive	Cost Reimbursement	$149,987.85	10/1/2024	9/30/2025	Base Year	$149,987.85	$149,987.85	$149,987.85		Special Purpose Revenue (O-Type)	
CONFERENCE OF STATE BANK SUPER	PO725368	DISB: FY25 CSBS Non-depository/depository annual dues	Non-Competitive/Sole Source		$41,283.00	10/1/2024	9/30/2025	Not Applicable	$41,283.00	$41,283.00	$41,283.00		Special Purpose Revenue (O-Type)	
DC CHAMBER OF COMMERCE	PO724621	DISB: FY25 DC Small Business Summit & Expo	Non-Competitive/Sole Source		$20,000.00	10/1/2024	9/30/2025	Not Applicable	$20,000.00	$20,000.00	$20,000.00		Special Purpose Revenue (O-Type)	
DC TECH COALITION LLC	PO723414	DISB: FY25 DCTAV Membership	Non-Competitive/Sole Source		$6,000.00	10/1/2024	9/30/2025	Not Applicable	$6,000.00	$6,000.00	$6,000.00		Special Purpose Revenue (O-Type)	
Dorger Software Architects Inc	PO727352	DISB: FY25 STAR Database System (Dorger)	Competitive	Firm Fixed Price	$288,324.98	10/1/2024	9/30/2025	Option Year 2	$288,324.98	$288,324.98	$288,324.98		Special Purpose Revenue (O-Type)	
Dow Jones & Company, Inc	PO724620	DISB: FY25 Dow Jones/Wall Street Journal Subscription Renewal	Non-Competitive/Sole Source		$10,533.36	10/1/2024	9/30/2025	Not Applicable	$10,533.36	$10,533.36	$6,533.36		Special Purpose Revenue (O-Type)	
EIGHTZERO	PO718225	DISB: FY25 Professional Design Layout and Production Services (CW101533)	Competitive	Cost Reimbursement	$60,000.00	10/1/2024	9/30/2025	Option Year 1	$60,000.00	$60,000.00	$60,000.00		Special Purpose Revenue (O-Type)	
FELA LLC	PO715193	DISB: FY25 Financially Fit DC Server Maintenance	Non-Competitive/Sole Source		$55,000.00	10/1/2024	9/30/2025	Not Applicable	$55,000.00	$55,000.00	$55,000.00		Special Purpose Revenue (O-Type)	
FELA LLC	PO721522	DISB: FY25 Financially Fit DC - Curriculum	Competitive	Firm Fixed Price	$126,000.00	10/1/2024	9/30/2025	Option Year 1	$126,000.00	$126,000.00	$126,000.00		Special Purpose Revenue (O-Type)	
GALLAUDET UNIVERSITY	PO717327	DISB: FY25 All-Staff Professional Development	Competitive		$34,870.70	10/1/2024	9/30/2025	Not Applicable	$34,870.70	$34,870.70	$34,870.70		Special Purpose Revenue (O-Type)	
GEORGE WASHINGTON UNIV DBA	PO717933	DISB: FY25 George Washington University: DISB Staff Retreat	Competitive		$45,870.00	10/1/2024	9/30/2025	Not Applicable	$45,870.00	$45,870.00	$45,870.00		Special Purpose Revenue (O-Type)	
GREATER WASHINGTON COMMUNITY	PO721430	DISB: FY25 Opportunity Accounts	Competitive		$796,000.00	10/1/2024	9/30/2025	Not Applicable	$796,000.00	$796,000.00	$796,000.00		Special Purpose Revenue (O-Type)	
Greater Washington Hispanic Chamber of C	PO724258	DISB: FY25 GWHCC Business Expo	Non-Competitive/Sole Source		$8,000.00	10/1/2024	9/30/2025	Not Applicable	$8,000.00	$8,000.00	$8,000.00		Special Purpose Revenue (O-Type)	
GREATER WASHINGTON HISPANIC CHAMBER OF COMMERCE	PO717758	DISB: FY25 Greater Washington Hispanic Chamber of Commerce?s Annual Gala and Hispanic Business Hall of Fame	Non-Competitive/Sole Source		$10,000.00	10/1/2024	9/30/2025	Not Applicable	$10,000.00	$10,000.00	$10,000.00		Special Purpose Revenue (O-Type)	
HOUSING COUNSELING SERVICE	PO716844	DISB: FY25 Housing Counseling (October-Nov. 15th, 2024)	Competitive	Cost Reimbursement	$103,576.00	10/1/2024	9/30/2025	Option Year 1	$103,576.00	$103,576.00	$103,576.00		Special Purpose Revenue (O-Type)	
HOUSING COUNSELING SERVICE	PO717965	DISB: FY25 Housing Counseling (Nov. 16th, 2024-September 30, 2025)	Competitive		$843,214.62	10/1/2024	9/30/2025	Not Applicable	$843,214.62	$843,214.62	$843,214.62		Special Purpose Revenue (O-Type)	
LEGAL FILES SOFTWARE, INC.	PO721269	DISB: FY25 Legal Files Software	Non-Competitive/Sole Source		$10,017.00	10/1/2024	9/30/2025	Not Applicable	$10,017.00	$10,017.00	$10,017.00		Special Purpose Revenue (O-Type)	
LEWIS & ELLIS LLC	PO716924	DISB: FY25 Form & Rate Review	Competitive		$136,527.75	10/1/2024	9/30/2025	Not Applicable	$136,527.75	$136,527.75	$136,527.75		Special Purpose Revenue (O-Type)	
LEWIS & ELLIS LLC	PO723716	DISB: FY25 ACA Risk Adjustment	Competitive	Cost Reimbursement	$29,993.75	10/1/2024	9/30/2025	Option Year 1	$29,993.75	$29,993.75	$29,993.75		Special Purpose Revenue (O-Type)	
LEWIS & ELLIS LLC	PO727370	DISB: FY25 ACA Rate Review	Competitive	Cost Reimbursement	$23,243.75	10/1/2024	9/30/2025	Option Year 3	$23,243.75	$23,243.75	$23,243.75		Special Purpose Revenue (O-Type)	
LEXIS NEXIS RISK DATA MANAGEME	PO721516	DISB: FY25 LexisNexis Renewal	Non-Competitive/Sole Source		$65,024.40	10/1/2024	9/30/2025	Not Applicable	$65,024.40	$65,024.40	$36,014.77		Special Purpose Revenue (O-Type)	
LEXIS NEXIS RISK DATA MANAGEME	PO725867	DISB: FY25 Law360	Non-Competitive/Sole Source		$7,548.00	10/1/2024	9/30/2025	Not Applicable	$7,548.00	$7,548.00	$0.00		Special Purpose Revenue (O-Type)	
LINCOLN HOLDINGS, LLC DBA MONU	PO720894	DISB: FY25 Monumental Advertising	Competitive		$75,000.00	10/1/2024	9/30/2025	Not Applicable	$75,000.00	$75,000.00	$75,000.00		Special Purpose Revenue (O-Type)	
LINCOLN HOLDINGS, LLC DBA MONU	PO724261	DISB: FY25 Washington Mystics Partnership	Competitive		$80,000.00	10/1/2024	9/30/2025	Not Applicable	$80,000.00	$80,000.00	$80,000.00		Special Purpose Revenue (O-Type)	
MAS TV/EL PLANETA LLC	PO721547	DISB: FY25 Spanish Language Advertising	Competitive		$27,250.00	10/1/2024	9/30/2025	Not Applicable	$27,250.00	$27,250.00	$27,250.00		Special Purpose Revenue (O-Type)	
MDE CITY PAPER HOLDINGS LLC	PO724228	DISB: FY25 Digital Advertising (MDE City Paper Holdings)	Competitive		$20,450.00	10/1/2024	9/30/2025	Not Applicable	$20,450.00	$20,450.00	$20,450.00		Special Purpose Revenue (O-Type)	
MELTWATER NEWS US, INC	PO718683	DISB: FY25 Media Intellgence Services Renewal	Non-Competitive/Sole Source		$18,300.00	10/1/2024	9/30/2025	Not Applicable	$18,300.00	$18,300.00	$18,300.00		Special Purpose Revenue (O-Type)	
NATIONAL ASSOCIATION OF INSURA	PO726935	DISB: FY25 NAIC Membership Assessment	Non-Competitive/Sole Source		$10,527.00	10/1/2024	9/30/2025	Not Applicable	$10,527.00	$10,527.00	$10,527.00		Special Purpose Revenue (O-Type)	
NATIONAL ASSOCIATION OF INSURA	PO727864	DISB: FY25 TeamMate License Renewal	Non-Competitive/Sole Source		$22,827.00	10/1/2024	9/30/2025	Not Applicable	$22,827.00	$22,827.00	$22,827.00		Special Purpose Revenue (O-Type)	
O'NEIL RISK CONSULTING AND ALG	PO726100	DISB: FY25 Unintentional Bias Review	Competitive		$33,000.00	10/1/2024	9/30/2025	Not Applicable	$33,000.00	$33,000.00	$33,000.00		Special Purpose Revenue (O-Type)	
OUTFRONT MEDIA INC.	PO722740	DISB: FY25 WMATA Advertising (Outfront Media)	Non-Competitive/Sole Source	Cost Reimbursement	$12,000.00	10/1/2024	9/30/2025	Base Year	$12,000.00	$12,000.00	$12,000.00		Special Purpose Revenue (O-Type)	
Perpetual Corporation	PO723162	DISB: FY25 Community Outreach Marketing (Sinclair Broadcast)	Competitive		$96,000.00	10/1/2024	9/30/2025	Not Applicable	$96,000.00	$96,000.00	$69,675.00		Special Purpose Revenue (O-Type)	
PITNEY BOWES	PO715218	DISB: FY25 Pitney Bowes - GSA 47QSMA21D08R3 L-TOP SIN 532420LT	Non-Competitive/Sole Source		$11,711.24	10/1/2024	9/30/2025	Not Applicable	$11,711.24	$11,711.24	$11,621.24		Special Purpose Revenue (O-Type)	
SENODA INC.	PO717256	DISB: FY25 OFEE Promotional Program Supplies	Competitive		$7,546.60	10/1/2024	9/30/2025	Not Applicable	$7,546.60	$7,546.60	$7,546.60		Special Purpose Revenue (O-Type)	
SENODA INC.	PO718680	DISB: FY25 Mayor?s Annual Senior Holiday Celebration (Promotional Items)	Non-Competitive/Sole Source		$9,992.50	10/1/2024	9/30/2025	Not Applicable	$9,992.50	$9,992.50	$9,992.50		Special Purpose Revenue (O-Type)	
SENTINEL SQUARE HANA OW, LLC	PO716895	DISB: FY25 RENTAL STORAGE SPACE FEE	Non-Competitive/Sole Source		$9,456.00	10/1/2024	9/30/2025	Not Applicable	$9,456.00	$9,456.00	$9,456.00		Special Purpose Revenue (O-Type)	
SMARTSHEET.COM INC	PO723107	DISB: FY25 Smartsheet Renewal	Non-Competitive/Sole Source		$11,340.00	10/1/2024	9/30/2025	Not Applicable	$11,340.00	$11,340.00	$11,340.00		Special Purpose Revenue (O-Type)	
STREETZ MEDIA	PO722822	DISB: FY25 Photography & Videography (OFEE)	Competitive	Cost Reimbursement	$7,300.00	10/1/2024	9/30/2025	Option Year 3	$7,300.00	$7,300.00	$7,300.00		Special Purpose Revenue (O-Type)	
TECH ANALYSIS INC	PO724679	DISB: FY25 Virtual Event Management (Brandlive CW99871)	Competitive		$207,475.00	10/1/2024	9/30/2025	Not Applicable	$207,475.00	$207,475.00	$207,475.00		Special Purpose Revenue (O-Type)	
The Aquiline Group LLC	PO719163	DISB: FY25 Graphic Design Services (Comms)	Competitive		$9,770.00	10/1/2024	9/30/2025	Not Applicable	$9,770.00	$9,770.00	$9,770.00		Special Purpose Revenue (O-Type)	
THE BEACON NEWSPAPERS INC	PO718670	DISB: FY25 Elder Advertising Services	Competitive		$14,290.00	10/1/2024	9/30/2025	Not Applicable	$14,290.00	$14,290.00	$14,290.00		Special Purpose Revenue (O-Type)	
TYLER TECHNOLOGIES INC.	PO715115	DISB: FY25 STAR System Maintenance & Hosting Tyler Technologies	Competitive	Firm Fixed Price	$95,280.00	10/1/2024	9/30/2025	Option Year 2	$95,280.00	$95,280.00	$95,280.00		Special Purpose Revenue (O-Type)	
UNITED PLANNING ORGANIZATION	PO719865	DISB: FY25 Financial Empowerment Center Renewal	Competitive	Cost Reimbursement	$246,374.02	10/1/2024	9/30/2025	Option Year 3	$246,374.02	$246,374.02	$246,374.02		Special Purpose Revenue (O-Type)	
VERITAS CONSULTING GROUP LLC	PO723496	FY25 DISB Security Camera/Locks Veritas Consulting Group	Non-Competitive/Sole Source		$24,010.95	10/1/2024	9/30/2025	Not Applicable	$24,010.95	$24,010.95	$24,010.95		Special Purpose Revenue (O-Type)	
VistaShare LLC	PO718139	DISB: FY25 Outcome Tracker Platform	Competitive		$26,062.50	10/1/2024	9/30/2025	Not Applicable	$26,062.50	$26,062.50	$26,062.50		Special Purpose Revenue (O-Type)	
Washington DC Economic Partnership	PO723358	DISB: FY25 Washington DC Economic Partnership (WDCEP)	Non-Competitive/Sole Source		$9,500.00	10/1/2024	9/30/2025	Not Applicable	$9,500.00	$9,500.00	$9,500.00		Special Purpose Revenue (O-Type)	
WASHINGTON INFORMER NEWSPAPER	PO723309	DISB: FY25 Digital Weekly Advertising (Washington Informer)	Non-Competitive/Sole Source		$23,800.00	10/1/2024	9/30/2025	Not Applicable	$23,800.00	$23,800.00	$23,800.00		Special Purpose Revenue (O-Type)	
WEST PUBLISHING CORP	PO715079	DISB: FY25 Westlaw/Thomson Reuters Renewal	Non-Competitive/Sole Source		$29,599.80	10/1/2024	9/30/2025	Not Applicable	$29,599.80	$29,599.80	$29,599.80		Special Purpose Revenue (O-Type)	
WILLIAMS ADLEY & COMPANY LLP	PO724582	DISB: FY25 Opportunity Accounts Audit	Competitive		$41,896.20	10/1/2024	9/30/2025	Not Applicable	$41,896.20	$41,896.20	$41,896.20		Special Purpose Revenue (O-Type)	
WINGSWEPT LLC	PO716744	DISB: FY25 WingSwept (CMTS) Annual Renewal	Non-Competitive/Sole Source		$28,518.96	10/1/2024	9/30/2025	Not Applicable	$28,518.96	$28,518.96	$28,518.96		Special Purpose Revenue (O-Type)	
XEROX CORPORATION	PO718760	DISB: FY25 Xerox Support Maintenance Renewal	Non-Competitive/Sole Source	Cost Reimbursement	$107,271.91	10/1/2024	9/30/2025	Option Year 1	$107,271.91	$107,271.91	$107,271.91		Special Purpose Revenue (O-Type)	
								Total	**$4,818,960.70**	**$4,818,960.70**	**$4,745,758.96**			

SR0 FY 2026

Contract Number	Contract Purpose - Description of Services	Competitive or Sole Source	Contract Type	Original Contract	Contract Term Begin Date	Contract Term End Date	Contract Period	Contract Period Total Amount	Budgeted Amount	Actual Amount Spent	Contract Status	Funding Source (local, federal, private, special revenue, specify if ARPA)	Notes
PO731216	DISB: FY26 Lumen5 Enterprise Renewal	Non-Competitive/Sole Source		$13,817.98	10/1/2025	9/30/2026	Not Applicable	$13,817.98	$13,817.98	$13,817.98	Ongoing	Special Purpose Revenue (O-Type)	
PO732924	DISB: FY26 Adobe Acrobat Pro Subscription Renewal	Non-Competitive/Sole Source		$16,765.50	10/1/2025	9/30/2026	Not Applicable	$16,765.50	$16,765.50	$16,765.50	Ongoing	Special Purpose Revenue (O-Type)	
PO731173	DISB: FY26 Agency Leased Vehicle	Non-Competitive/Sole Source		$9,540.00	10/1/2025	9/30/2026	Not Applicable	$9,540.00	$9,540.00	$2,650.00	Ongoing	Special Purpose Revenue (O-Type)	
PO733800	DISB: FY26 Professional Event Planning/Management Services	Competitive	Cost Reimbursement	$81,151.20	10/1/2025	9/30/2026	Option Year 2	$81,151.20	$81,151.20	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO730879	DISB: FY26 Shredding & Recycling Services	Competitive		$7,596.00	10/1/2025	9/30/2026	Not Applicable	$7,596.00	$7,596.00	$1,899.00	Ongoing	Special Purpose Revenue (O-Type)	
PO732803	DISB: FY26 CIC-DC Sponsorship	Non-Competitive/Sole Source		$8,465.00	10/1/2025	9/30/2026	Not Applicable	$8,465.00	$8,465.00	$8,465.00	Ongoing	Special Purpose Revenue (O-Type)	
PO735999	DISB ? FY26 Microsoft Enterprise License Agreement	Non-Competitive/Sole Source		$16,782.65	10/1/2025	9/30/2026	Not Applicable	$16,782.65	$16,782.65	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO733125	DISB: FY26 Earned Income Tax Credit (EITC)	Competitive	Cost Reimbursement	$47,409.06	10/1/2025	9/30/2026	Option Year 1	$47,409.06	$47,409.06	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO736326	DISB: FY26 CSBS Supervisory/Non-Depository Dues	Non-Competitive/Sole Source		$42,708.00	10/1/2025	9/30/2026	Not Applicable	$42,708.00	$42,708.00	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO733105	DISB: FY26 DC Chamber?s 2025 Choice Awards & Gala	Non-Competitive/Sole Source		$20,000.00	10/1/2025	9/30/2026	Not Applicable	$20,000.00	$20,000.00	$20,000.00	Ongoing	Special Purpose Revenue (O-Type)	
PO730858	DISB: FY26 Dow Jones/Wall Street Journal Digital Subscription Renewal	Non-Competitive/Sole Source		$12,533.36	10/1/2025	9/30/2026	Not Applicable	$12,533.36	$12,533.36	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO732147	DISB: FY26 Professional Design, Layout and Production (OFEE)	Competitive	Cost Reimbursement	$60,000.00	10/1/2025	9/30/2026	Option Year 2	$60,000.00	$60,000.00	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO733106	DISB: FY26 GWHCC Fall Gala	Non-Competitive/Sole Source		$10,000.00	10/1/2025	9/30/2026	Not Applicable	$10,000.00	$10,000.00	$10,000.00	Ongoing	Special Purpose Revenue (O-Type)	
PO732148	DISB: FY26 Housing Counseling Services (October 1st-November 15, 2025)	Competitive	Cost Reimbursement	$150,000.00	10/1/2025	9/30/2026	Option Year 2	$150,000.00	$150,000.00	$131,235.60	Ongoing	Special Purpose Revenue (O-Type)	
PO733563	DISB: FY26 Housing Counseling Services (November 15, 2025-September 30,2026)	Competitive		$845,000.00	10/1/2025	9/30/2026	Not Applicable	$845,000.00	$845,000.00	$39,389.67	Ongoing	Special Purpose Revenue (O-Type)	
PO736001	DISB: FY26 Form and Rate Review Assistance	Competitive		$140,000.00	10/1/2025	9/30/2026	Not Applicable	$140,000.00	$140,000.00	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO735675	DISB: FY26 LexisNexis Renewal	Non-Competitive/Sole Source		$67,318.70	10/1/2025	9/30/2026	Not Applicable	$67,318.70	$67,318.70	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO732155	DISB: FY26 Unintentional Bias	Competitive		$130,700.00	10/1/2025	9/30/2026	Not Applicable	$130,700.00	$130,700.00	$12,000.00	Ongoing	Special Purpose Revenue (O-Type)	
PO732739	FY26 DISB: Pitney Bowes - GSA 47QSMA21D08R3 L-TOP SIN 532420LT	Non-Competitive/Sole Source		$17,000.00	10/1/2025	9/30/2026	Not Applicable	$17,000.00	$17,000.00	$1,445.31	Ongoing	Special Purpose Revenue (O-Type)	
PO733791	DISB: FY26 Promotional Items	Competitive		$98,385.50	10/1/2025	9/30/2026	Not Applicable	$98,385.50	$98,385.50	$10,275.00	Ongoing	Special Purpose Revenue (O-Type)	
PO730872	DISB: FY26 Rental Storage Space Fees	Non-Competitive/Sole Source		$9,456.00	10/1/2025	9/30/2026	Not Applicable	$9,456.00	$9,456.00	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO730943	DISB: FY26 Sentinel Square Hana OW? DISB HVAC/LAN Room Maintenance	Non-Competitive/Sole Source		$9,579.00	10/1/2025	9/30/2026	Not Applicable	$9,579.00	$9,579.00	$0.00	Ongoing	Special Purpose Revenue (O-Type)	
PO730914	DISB: FY26 Outcome Tracker (VistaShare)	Competitive		$14,415.00	10/1/2025	9/30/2026	Not Applicable	$14,415.00	$14,415.00	$8,640.00	Ongoing	Special Purpose Revenue (O-Type)	
PO734085	DISB: FY26 WestLaw Renewal	Non-Competitive/Sole Source		$31,079.76	10/1/2025	9/30/2026	Not Applicable	$31,079.76	$31,079.76	$31,079.76	Ongoing	Special Purpose Revenue (O-Type)	
PO732130	DISB: FY26 WingSwept Renewal	Non-Competitive/Sole Source		$29,945.04	10/1/2025	9/30/2026	Not Applicable	$29,945.04	$29,945.04	$29,945.04	Ongoing	Special Purpose Revenue (O-Type)	
PO733846	DISB: FY26 Xerox Annual Support Maintenance Renewal	Non-Competitive/Sole Source	Cost Reimbursement	$111,297.76	10/1/2025	9/30/2026	Option Year 2	$111,297.76	$111,297.76	$17,873.08	Ongoing	Special Purpose Revenue (O-Type)	

Appendix 14

Banks in the District by Ward

	Name	Address	Zip	Ward
1	Amalgamated Bank	1825 K St NW	20006	2
2	Atlantic Union Bank	1025 Connecticut Ave NW Fl 1	20036	2
3	Atlantic Union Bank	647 New York Ave NW	20001	2
4	Bank of America, National Association	1 Ridge Sq NW	20016	3
5	Bank of America, National Association	1001 Pennsylvania Ave NW	20004	2
6	Bank of America, National Association	1090 Vermont Ave NW	20005	2
`7	Bank of America, National Association	1100 1st St NE	20002	6
8	Bank of America, National Association	1339 Wisconsin Ave NW	20007	3
9	Bank of America, National Association	1391 Pennsylvania Ave SE	20003	6
10	Bank of America, National Association	1800 K St NW	20006	2
11	Bank of America, National Association	1800 K St NW, Ste 104	20006	2
12	Bank of America, National Association	1931 14th St NW	20009	1
13	Bank of America, National Association	2007 Walt Lincoln Way NE	20002	5
14	Bank of America, National Association	201 Pennsylvania Ave SE	20003	6
15	Bank of America, National Association	2100 Martin Luther King Jr Ave SE	20020	8
16	Bank of America, National Association	2221 I St NW	20036	2
17	Bank of America, National Association	3 Dupont Cir NW	20010	1
18	Bank of America, National Association	3100 14th St NW	20008	3
19	Bank of America, National Association	3401 Connecticut Ave NW	20010	1
20	Bank of America, National Association	3500 Georgia Ave NW	20019	7
21	Bank of America, National Association	3821 Minnesota Ave NE	20015	3
22	Bank of America, National Association	465 M Street SW, Suite 105	20003	6
23	Bank of America, National Association	5201 Wisconsin Ave NW	20005	2
24	Bank of America, National Association	722 H St NE	20002	6
25	Bank of America, National Association	915 Rhode Island Ave NE	20018	5
26	BNY Mellon, National Association	1250 H St NW, Ste 1100	20005	2
27	Capital Bank, National Association	1400 W St NW, Suite 170	20009	1
28	Capital One, National Association	1700 K St NW	20006	2
29	Capital One, National Association	1947 14th St NW	20009	1
30	Capital One, National Association	2831 Alabama Ave SE	20020	7
31	Capital One, National Association	336 Pennsylvania Ave SE	20003	6
32	Capital One, National Association	4860 Massachusetts Ave NW	20016	3
33	CIBC National Trust Company	1201 F St NW, Ste 900	20004	2
34	Citibank, National Association	1000 Vermont Ave NW	20005	2
35	Citibank, National Association	1060 Brentwood Rd NE	20018	5
36	Citibank, National Association	1117 Marion Barry Avenue SE	20020	8
37	Citibank, National Association	1218 Connecticut Ave NW	20036	2
38	Citibank, National Association	1258 Wisconsin Avenue NW	20007	3
39	Citibank, National Association	1400 G St NW	20005	2
40	Citibank, National Association	1717 K St NW	20006	2
41	Citibank, National Association	1775 Pennsylvania Ave NW	20006	2
42	Citibank, National Association	2101 L St NW	20037	3
43	Citibank, National Association	3241 14th St NW	20010	1

44	Citibank, National Association	3924 Minnesota Ave NE	20019	7
45	Citibank, National Association	5001 Wisconsin Ave NW	20016	3
46	Citibank, National Association	5250 Macarthur Blvd NW	20016	3
47	Citibank, National Association	5700 Connecticut Ave NW	20015	3
48	Citibank, National Association	600 Pennsylvania Ave SE	20003	6
49	Citizens Bank, National Association	1401 I St NW	20005	2
50	City First Bank, National Association	1432 U St NW	20009	2
51	City National Bank	2001 M St NW	20036	2
52	EagleBank	1425 K St NW	20005	2
53	EagleBank	2001 K St NW	20006	2
54	EagleBank	700 K St NW Ste 60	20001	2
55	First National Bank of Pennsylvania	900 19th St NW	20006	2
56	Founders Bank	5225 Wisconsin Ave NW	20015	3
57	FVCbank	1301 9th St NW	20001	2
58	Hingham Institution for Savings	1061 Thomas Jefferson St NW	20007	2
59	HSBC Bank USA, National Association	802 7th St NW	20001	2
60	Industrial Bank	1800 Martin Luther King Jr Ave SE	20020	8
61	Industrial Bank	2000 11th St NW	20001	1
62	Industrial Bank	3443 Benning Rd NE	20019	7
63	Industrial Bank	4812 Georgia Ave NW	20011	4
64	John Marshall Bank	1625 K St NW, Ste 1050	20006	2
65	JPMorgan Chase Bank, National Association	1120 G St NW	20005	2
66	JPMorgan Chase Bank, National Association	1145 Dahlia St NW	20012	4
67	JPMorgan Chase Bank, National Association	1212 18th St NW	20036	2
68	JPMorgan Chase Bank, National Association	130 M St Se	20003	6
69	JPMorgan Chase Bank, National Association	1401 14th St NW	20005	2
70	JPMorgan Chase Bank, National Association	1401 New York Ave NW	20005	2
71	JPMorgan Chase Bank, National Association	1555 Maryland Ave NE	20002	5
72	JPMorgan Chase Bank, National Association	1667 K St NW	20006	2
73	JPMorgan Chase Bank, National Association	2200 Martin Luther King Jr Ave SE	20020	8
74	JPMorgan Chase Bank, National Association	2201 Georgia Ave NW	20059	1
75	JPMorgan Chase Bank, National Association	2728 Marion Barry Ave SE	20020	8
76	JPMorgan Chase Bank, National Association	3100 14th St NW, Ste 118	20010	1
77	JPMorgan Chase Bank, National Association	3140 M St NW	20007	2
78	JPMorgan Chase Bank, National Association	3217 P St NW	20007	2
79	JPMorgan Chase Bank, National Association	3527 Connecticut Ave NW	20008	3
80	JPMorgan Chase Bank, National Association	3900 Minnesota Ave NE	20019	7
81	JPMorgan Chase Bank, National Association	4445 Wisconsin Ave NW	20016	3
82	JPMorgan Chase Bank, National Association	501 H St NE	20002	6
83	JPMorgan Chase Bank, National Association	550 Morse Street NE, Suite 100	20002	6
84	JPMorgan Chase Bank, National Association	5501 Connecticut Ave NW	20015	3
85	JPMorgan Chase Bank, National Association	700 Pennsylvania Ave SE, Ste A	20003	6
86	JPMorgan Chase Bank, National Association	850 O St NW	20001	2
87	MainStreet Bank	1130 Connecticut Ave NW, Ste 110	20036	2

88	Manufacturers and Traders Trust Company	1350 I St NW, Ste 200	20005	2
89	Manufacturers and Traders Trust Company	1680 K St NW	20006	2
90	Manufacturers and Traders Trust Company	1899 L St NW	20036	2
91	Manufacturers and Traders Trust Company	2620 Connecticut Ave NW	20008	3
92	Manufacturers and Traders Trust Company	2865 Alabama Ave SE	20020	7
93	Manufacturers and Traders Trust Company	555 12th St NW	20004	2
94	Manufacturers and Traders Trust Company	5630 Connecticut Ave NW	20015	3
95	Manufacturers and Traders Trust Company	6434 Georgia Ave NW	20012	4
96	Peoples Bank	1501 K St NW	20005	2
97	PNC Bank, National Association	1050 Connecticut Avenue NW	20009	2
98	PNC Bank, National Association	1201 Wisconsin Ave NW	20036	2
99	PNC Bank, National Association	1346 4th St NE, Ste A	20002	6
100	PNC Bank, National Association	1400 K St NW	20005	2
101	PNC Bank, National Association	1405 P St NW	20005	2
102	PNC Bank, National Association	1779 Columbia Road, NW	20009	1
103	PNC Bank, National Association	1913 Massachusetts Ave NW	20036	2
104	PNC Bank, National Association	1920 L Street, NW	20036	2
105	PNC Bank, National Association	2000 Martin Luther King Jr Ave SE	20020	8
106	PNC Bank, National Association	2236 Town Center Dr SE	20020	7
107	PNC Bank, National Association	3300 14th St NW	20010	1
108	PNC Bank, National Association	3806 12th St NE	20017	5
109	PNC Bank, National Association	4835 Massachusetts Ave NW	20016	3
110	PNC Bank, National Association	5530 Connecticut Ave NW	20015	3
111	PNC Bank, National Association	650 Pennsylvania Ave SE	20003	6
112	PNC Bank, National Association	7601 Georgia Ave NW	20012	4
113	PNC Bank, National Association	800 17th St NW	20006	2
114	PNC Bank, National Association	800 H Street, NE	20002	6
115	PNC Bank, National Association	833 7th St NW	20001	2
116	Presidential Bank, FSB	1660 K St NW	20006	2
117	TD Bank, National Association	1299 1st St Se	20003	8
118	TD Bank, National Association	1489 P St NW	20005	2
119	TD Bank, National Association	1924 8th St NW	20001	1
120	TD Bank, National Association	2000 K St NW	20006	2
121	TD Bank, National Association	2857 Alabama Ave SE	20016	3
122	TD Bank, National Association	4849 Wisconsin Ave NW	20001	2
123	TD Bank, National Association	901 7th St NW	20018	5
124	TD Bank, National Association	905 Rhode Island Ave NE	20005	2
125	The Bank of New York Mellon	1250 H St NW	20015	4
126	The National Capital Bank of Washington	316 Pennsylvania Ave SE	20003	6
127	The National Capital Bank of Washington	5228 44th St NW	20015	4
128	The Northern Trust Company	800 Connecticut Ave NW, Ste 200	20006	2
129	Truist Bank	100 M St SE	20003	6
130	Truist Bank	1100 G St NW	20005	2
131	Truist Bank	1150 Connecticut Ave NW	20036	2
132	Truist Bank	1340 Marion Barry Ave SE	20020	8

133	Truist Bank	1369 Connecticut Ave NW	20036	2
134	Truist Bank	1445 New York Ave NW	20005	2
135	Truist Bank	1801 Adams Mill Rd NW	20009	1
136	Truist Bank	1804 14th St NW	20009	2
137	Truist Bank	2350 Washington Pl NE, Ste 108n	20018	5
138	Truist Bank	2929 M St NW	20007	3
139	Truist Bank	300 Pennsylvania Ave SE	20003	6
140	Truist Bank	3101 14th St NW	20010	1
141	Truist Bank	3301 New Mexico Ave NW	20016	3
142	Truist Bank	3402 Wisconsin Ave NW	20016	3
143	Truist Bank	360 H St NE	20002	6
144	Truist Bank	5000 Connecticut Ave NW	20008	3
145	Truist Bank	6422 Georgia Ave NW	20012	4
146	Truist Bank	900 17th St NW	20006	2
147	Trustar Bank	1701 Pennsylvania Ave NW, Ste 200	20006	2
148	United Bank	1001 G St NW	20001	2
149	United Bank	1100 Connecticut Ave NW, Ste 100	20036	2
150	United Bank	1301 U St NW	20009	1
151	United Bank	1825 Wisconsin Ave NW	20007	2
152	United Bank	250 M St SE, Ste 100	20003	8
153	United Bank	3030 M St NW	20007	2
154	United Bank	4900 Massachusetts Ave NW	20016	3
155	Wells Fargo Bank, National Association	1001 Connecticut Ave NW	20036	2
156	Wells Fargo Bank, National Association	125 Michigan Ave NE	20017	5
157	Wells Fargo Bank, National Association	1300 Connecticut Ave NW	20036	2
158	Wells Fargo Bank, National Association	1300 I St NW	20005	2
159	Wells Fargo Bank, National Association	1329 Wisconsin Ave NW	20007	2
160	Wells Fargo Bank, National Association	1350 New York Ave NW	20005	2
161	Wells Fargo Bank, National Association	1447 P St NW	20005	2
162	Wells Fargo Bank, National Association	1545 Alabama Ave SE	20032	8
163	Wells Fargo Bank, National Association	1804 Adams Mill Rd NW	20009	1
164	Wells Fargo Bank, National Association	1901 7th St NW	20001	1
165	Wells Fargo Bank, National Association	2001 K St NW	20006	2
166	Wells Fargo Bank, National Association	2119 Bladensburg Rd NE	20018	5
167	Wells Fargo Bank, National Association	215 Pennsylvania Ave SE	20003	6
168	Wells Fargo Bank, National Association	2901 M St NW	20007	3
169	Wells Fargo Bank, National Association	3200 Pennsylvania Ave SE	20020	7
170	Wells Fargo Bank, National Association	3325 14th St NW	20010	1
171	Wells Fargo Bank, National Association	3700 Calvert St NW	20007	3
172	Wells Fargo Bank, National Association	444 N Capitol St NW	20001	6
173	Wells Fargo Bank, National Association	4841 Massachusetts Ave NW	20016	3
174	Wells Fargo Bank, National Association	5100 Wisconsin Ave NW	20016	3
175	Wells Fargo Bank, National Association	5701 Connecticut Ave NW	20015	3
176	Wells Fargo Bank, National Association	600 Maryland Ave SW	20024	6
177	Wells Fargo Bank, National Association	609 H St NE	20002	6

178	Wells Fargo Bank, National Association	801 Pennsylvania Ave NW	20004	3
179	Wells Fargo Bank, National Association	99 M St SE	20003	6
180	Wilmington Trust, National Association	1350 I St NW	20005	3

Appendix 15

Company Name	SERFF Tracking #	TOI	Disposition Date	Disposition Status	Overall % Rate Impact
Atlantic Specialty Insurance Company	CNNA-133313198	17.0 Other Liability-Occ/Claims Made	1/3/2023	APPROVED	35.66%
Imperium Insurance Company	CNNA-133313198	17.0 Other Liability-Occ/Claims Made	1/3/2023	APPROVED	20.02%
Great American Assurance Company	CNNA-133313198	17.0 Other Liability-Occ/Claims Made	1/3/2023	APPROVED	19.88%
Technology Insurance Company, Inc.	SEPX-133494738	17.0 Other Liability-Occ/Claims Made	1/30/2023	APPROVED	25.60%
Harford Mutual Insurance Co.	PNSY-133422148	17.0 Other Liability-Occ/Claims Made	1/30/2023	APPROVED	15.42%
Harford Mutual Insurance Co.	HART-133456376	04.0 Homeowners	1/30/2023	APPROVED	15.40%
The Hanover Insurance Company	HART-133456376	04.0 Homeowners	1/30/2023	APPROVED	15.10%
Liberty Mutual Personal Insurance Company	HART-133456376	04.0 Homeowners	1/30/2023	APPROVED	14.90%
Liberty Mutual Fire Insurance Company	HART-133456376	04.0 Homeowners	1/30/2023	APPROVED	14.80%
Allstate Property and Casualty Insurance Company	MRKB-133496064	17.0 Other Liability-Occ/Claims Made	1/31/2023	APPROVED	120.10%
Harford Mutual Insurance Co.	HSTB-133414847	17.0 Other Liability-Occ/Claims Made	1/31/2023	APPROVED	15.60%
State Farm Mutual Automobile Insurance Company	HNVR-G133335063	17.0 Other Liability-Occ/Claims Made	1/31/2023	APPROVED	10.10%
SureTec Insurance Company	ZURC-133400816	05.0 CMP Liability and Non-Liability	2/3/2023	APPROVED	11.40%
Great Midwest Insurance Company	LEMO-133261735	09.0 Inland Marine	2/23/2023	APPROVED	20.24%
Lemonade Insurance Company	LBPM-133357204	04.0 Homeowners	2/24/2023	APPROVED	13.47%
RLI Insurance Company	PRCA-133325002	19.0 Personal Auto	2/24/2023	APPROVED	11.20%
Firstline Insurance Company	GNYM-133377929	01.0 Property	3/1/2023	APPROVED	15.60%
Firstline Insurance Company	GNYM-133377929	01.0 Property	3/1/2023	APPROVED	15.40%
NOVA Casualty Company	STLR-133315352	01.0 Property	3/1/2023	APPROVED	15.10%
The Hanover Insurance Company	STLR-133315352	01.0 Property	3/1/2023	APPROVED	15.10%
Liberty Mutual Insurance Company	GNYM-133377929	01.0 Property	3/1/2023	APPROVED	14.70%
Markel Insurance Company	SELC-133367540	01.0 Property	3/1/2023	APPROVED	12.90%
Everspan Insurance Company	JMIC-133390564	05.0 CMP Liability and Non-Liability	3/2/2023	APPROVED	27.97%
American Casualty Company of Reading, Pennsylvania	MRTN-133504306	05.0 CMP Liability and Non-Liability	3/2/2023	APPROVED	25.19%
Great Divide Insurance Company	GECC-133286890	19.0 Personal Auto	3/3/2023	APPROVED	28.50%
American Bankers Insurance Company of Florida	PERR-133392325	11.0 Med Mal-Claims Made and Occurrence	3/9/2023	APPROVED	52.00%
Independence American Insurance Company	PERR-133525027	11.0 Med Mal-Claims Made and Occurrence	3/9/2023	APPROVED	15.00%
Middlesex Insurance Company	USAI-133463395	09.0 Inland Marine	3/9/2023	APPROVED	10.40%
Strathmore Insurance Company	ACEH-132675145	09.0 Inland Marine	3/15/2023	APPROVED	17.40%
Lemonade Insurance Company	AMMH-133174768	09.0 Inland Marine	3/17/2023	APPROVED	13.19%
Brotherhood Mutual Insurance Company	ACEH-133577259	05.0 CMP Liability and Non-Liability	4/6/2023	APPROVED	30.40%
Church Mutual Insurance Company, S.I.	ACEH-133577259	05.0 CMP Liability and Non-Liability	4/6/2023	APPROVED	25.60%
American Family Home Insurance Company	BEAZ-133530845	17.2 Other Liability-Claims Made Only	4/26/2023	APPROVED	80.50%
Lemonade Insurance Company	MMCI-133356586	17.2 Other Liability-Claims Made Only	4/26/2023	APPROVED	13.30%
Nationwide Mutual Insurance Company	AICO-133581992	20.0 Commercial Auto	4/26/2023	APPROVED	11.99%
Selective Insurance Company of the Southeast	LBRC-133628286	20.0 Commercial Auto	4/26/2023	APPROVED	11.10%
Sentry Insurance Company	LBRC-133628286	20.0 Commercial Auto	4/26/2023	APPROVED	10.60%
AXIS Insurance Company	BEAC-133509931	20.0 Commercial Auto	5/10/2023	APPROVED	49.50%
Federal Life Insurance Company	ERAP-133421921	19.0 Personal Auto	6/1/2023	APPROVED	19.90%
American Fire and Casualty Company	ERAP-133421921	19.0 Personal Auto	6/1/2023	APPROVED	14.50%
Allstate Property and Casualty Insurance Company	GNYM-133259672	17.0 Other Liability-Occ/Claims Made	6/6/2023	APPROVED	87.50%
Great American Insurance Company	GNYM-133259672	17.0 Other Liability-Occ/Claims Made	6/6/2023	APPROVED	19.50%
American Builders Insurance Company	ADWC-133640429	16.0 Workers Compensation	6/14/2023	APPROVED	11.30%
American National Property And Casualty Company	HISC-133618522	17.0 Other Liability-Occ/Claims Made	6/23/2023	APPROVED	69.60%
Old Republic Insurance Company	CNNA-133654036	26.0 Burglary and Theft	6/23/2023	APPROVED	13.90%
Middlesex Insurance Company	CNAC-133461990	11.0 Med Mal-Claims Made and Occurrence	6/27/2023	APPROVED	10.40%
Builders Mutual Insurance Company	PHLX-133681747	17.1 Other Liability-Occ Only	7/21/2023	APPROVED	39.00%
Nationwide Mutual Insurance Company	TRVD-133696072	17.0 Other Liability-Occ/Claims Made	7/21/2023	APPROVED	12.45%
United States Fire Insurance Company	TRVD-133696072	17.0 Other Liability-Occ/Claims Made	7/21/2023	APPROVED	11.76%
Progressive Casualty Insurance Company	TRVD-133696072	17.0 Other Liability-Occ/Claims Made	7/21/2023	APPROVED	11.26%
Atlantic Specialty Insurance Company	CNAB-133669631	05.0 CMP Liability and Non-Liability	7/25/2023	APPROVED	35.00%
Selective Way Insurance Company	NWPP-133685669	05.0 CMP Liability and Non-Liability	7/25/2023	APPROVED	11.10%
Selective Insurance Company of the Southeast	NWPP-133685669	05.0 CMP Liability and Non-Liability	7/25/2023	APPROVED	10.90%
Atlantic Specialty Insurance Company	USAI-133734340	09.0 Inland Marine	7/26/2023	APPROVED	33.70%
Church Mutual Insurance Company, S.I.	NWPP-132925597	09.0 Inland Marine	7/26/2023	APPROVED	25.60%
Erie Insurance Company	APII-132937940	09.0 Inland Marine	7/26/2023	APPROVED	20.00%
Erie Insurance Company	GDEA-133693384	05.0 CMP Liability and Non-Liability	7/26/2023	APPROVED	20.00%
FCCI Insurance Company	NWPP-132727411	09.0 Inland Marine	7/26/2023	APPROVED	19.90%
Federal Life Insurance Company	PRCA-133692597	19.0 Personal Auto	7/26/2023	APPROVED	19.90%
Harleysville Insurance Company	ACEH-133705506	19.0 Personal Auto	7/26/2023	APPROVED	12.50%
RLI Insurance Company	ACEH-133705506	19.0 Personal Auto	7/26/2023	APPROVED	11.20%
Selective Insurance Company of America	ACEH-133705506	19.0 Personal Auto	7/26/2023	APPROVED	10.90%
SiriusPoint America Insurance Company	HART-133741027	20.0 Commercial Auto	8/24/2023	APPROVED	12.80%
Nationwide Assurance Company	SEPX-133747119	05.0 CMP Liability and Non-Liability	8/24/2023	APPROVED	12.10%
Nationwide General Insurance Company	SEPX-133747119	05.0 CMP Liability and Non-Liability	8/24/2023	APPROVED	12.10%
Atlantic Specialty Insurance Company	TRVD-133781726	05.0 CMP Liability and Non-Liability	9/6/2023	APPROVED	35.46%
Great Divide Insurance Company	TRVD-133781726	05.0 CMP Liability and Non-Liability	9/6/2023	APPROVED	28.97%
California Casualty Indemnity Exchange	APII-133732719	09.0 Inland Marine	9/6/2023	WITHDRAWL	26.40%
Monroe Guaranty Insurance Company	BRTH-133747435	01.0 Property	9/6/2023	APPROVED	19.93%
GEICO Choice Insurance Company	TRVD-133781726	05.0 CMP Liability and Non-Liability	9/6/2023	APPROVED	18.10%
Nutmeg Insurance Company	TRVD-133781726	05.0 CMP Liability and Non-Liability	9/6/2023	APPROVED	16.22%
QBE Insurance Corporation	AMGD-133748975	20.0 Commercial Auto	9/6/2023	APPROVED	11.23%
Humana Insurance Company	APCG-133418125	04.0 Homeowners	9/11/2023	APPROVED	15.00%
American Bankers Insurance Company of Florida	IADC-132777025	09.0 Inland Marine	9/13/2023	APPROVED	58.80%
Humana Insurance Company	CRUM-132957617	09.0 Inland Marine	9/19/2023	APPROVED	15.00%
Protective Insurance Company	META-133594699	09.0 Inland Marine	9/21/2023	APPROVED	44.00%
Mitsui Sumitomo Insurance USA Inc.	ERGP-133800437	17.0 Other Liability-Occ/Claims Made	9/28/2023	APPROVED	12.70%
The Hartford Steam Boiler Inspection and Insurance Company	GECC-133697041	17.0 Other Liability-Occ/Claims Made	10/5/2023	APPROVED	15.00%
GEICO Advantage Insurance Company	MAGM-133807923	16.0 Workers Compensation	10/6/2023	APPROVED	18.80%
Harleysville Preferred Insurance Company	NWPP-133810332	16.0 Workers Compensation	10/6/2023	APPROVED	12.50%
Erie Insurance Exchange	ACEH-133777450	09.0 Inland Marine	10/12/2023	APPROVED	20.00%
Campmed Casualty & Indemnity Company, Inc.	ACEH-133777098	17.1 Other Liability-Occ Only	10/12/2023	APPROVED	15.00%
Liberty Insurance Corporation	HART-133823006	20.0 Commercial Auto	10/19/2023	APPROVED	14.70%
Liberty Mutual Insurance Company	HART-133822977	20.0 Commercial Auto	10/19/2023	APPROVED	14.30%
Liberty Mutual Fire Insurance Company	NWPP-133753580	19.0 Personal Auto	11/7/2023	APPROVED	14.20%
Allstate Insurance Company	ASPX-133821982	24.0 Surety	11/29/2023	APPROVED	91.10%
Brotherhood Mutual Insurance Company	LDDX-133857750	20.0 Commercial Auto	11/29/2023	APPROVED	29.90%
GEICO Secure Insurance Company	LBRC-133858030	17.1 Other Liability-Occ Only	11/29/2023	APPROVED	19.40%
Strathmore Insurance Company	LBPM-133814679	19.0 Personal Auto	12/11/2023	APPROVED	17.90%
Greater Midwestern Indemnity Company	LBPM-133814679	19.0 Personal Auto	12/11/2023	APPROVED	17.40%
Greater Mid-Atlantic Indemnity Company	LBPM-133814749	19.0 Personal Auto	12/11/2023	APPROVED	17.00%
Greater Midwestern Indemnity Company	LBPM-133815017	19.0 Personal Auto	12/11/2023	APPROVED	17.00%
Strathmore Insurance Company	LBPM-133815017	19.0 Personal Auto	12/11/2023	APPROVED	17.00%
The Hanover Insurance Company	LBPM-133815017	19.0 Personal Auto	12/11/2023	APPROVED	15.10%
BITCO General Insurance Corporation	LBPM-133814667	04.0 Homeowners	12/11/2023	APPROVED	14.10%
Old Republic Insurance Company	LBPM-133814667	04.0 Homeowners	12/11/2023	APPROVED	13.80%
Old Republic Insurance Company	LBPM-133814763	04.0 Homeowners	12/11/2023	APPROVED	13.60%
Crestbrook Insurance Company	LBPM-133814667	04.0 Homeowners	12/11/2023	APPROVED	12.00%
Intrepid Insurance Company	UTCX-133834257	17.0 Other Liability-Occ/Claims Made	12/15/2023	APPROVED	32.00%
StarNet Insurance Company	UTCX-133834257	17.0 Other Liability-Occ/Claims Made	12/15/2023	APPROVED	32.00%
General Security National Insurance Company	MDPC-133831212	11.0 Med Mal-Claims Made and Occurrence	12/20/2023	APPROVED	11.60%
Key Risk Insurance Company	CHMU-133833758	01.0 Property	1/4/2024	APPROVED	28.28%
Greater New York Mutual Insurance Company	USLI-133870159	05.0 CMP Liability and Non-Liability	1/24/2024	APPROVED	17.78%
Vantapro Specialty Insurance Company	DRWN-G134218420	17.0 Other Liability-Occ/Claims Made	9/25/2024	APPROVED	15.00%
Midvale Indemnity Company	HMSS-134254780	19.0 Personal Auto	11/15/2024	APPROVED	25.00%
Liberty Insurance Underwriters Inc.	PERR-133943838	11.0 Med Mal-Claims Made and Occurrence	02/02/2024	APPROVED	14.00%
AmGUARD Insurance Company	AMGD-133937832	20.0 Commercial Auto	02/02/2024	APPROVED	20.99%
Nationwide Assurance Company	NWPP-133945707	20.0 Commercial Auto	02/02/2024	APPROVED	12.20%
Nationwide Affinity Insurance Company of America	NWPP-133945707	20.0 Commercial Auto	02/02/2024	APPROVED	12.20%
National Union Fire Insurance Company of Pittsburgh, Pa.	AGNY-133980793	17.2 Other Liability-Claims Made Only	02/29/2024	APPROVED	15.00%
Arch Insurance Company	AICO-133996181	24.0 Surety	02/29/2024	APPROVED	47.26%
Pharmacists Mutual Insurance Company	PHAR-133996631	20.0 Commercial Auto	03/20/2024	APPROVED	19.30%
United States Liability Insurance Company	USLI-133989411	17.0 Other Liability-Occ/Claims Made	03/27/2024	APPROVED	21.80%
Nationwide Assurance Company	NWPP-133972942	17.0 Other Liability-Occ/Claims Made	03/27/2024	APPROVED	19.60%
Nationwide General Insurance Company	NWPP-133972942	17.0 Other Liability-Occ/Claims Made	03/27/2024	APPROVED	13.80%
Selective Way Insurance Company	SELC-134003049	17.0 Other Liability-Occ/Claims Made	03/27/2024	APPROVED	10.40%
Everspan Insurance Company	PERR-134031178	24.0 Surety	03/27/2024	APPROVED	56.20%
Allstate Indemnity Company	ALSE-133955364	17.0 Other Liability-Occ/Claims Made	04/03/2024	APPROVED	47.30%
Allstate Indemnity Company	ALSE-133961345	17.0 Other Liability-Occ/Claims Made	04/03/2024	APPROVED	47.30%
Nationwide Assurance Company	NWPP-133966062	01.0 Property	04/11/2024	APPROVED	20.60%
Next Insurance US Company	NXUS-133983536	01.0 Property	04/11/2024	APPROVED	18.30%
Zurich American Insurance Company	ZURC-133954780	01.0 Property	04/11/2024	APPROVED	18.30%

Vantapro Specialty Insurance Company	DRWN-134021035	01.0 Property	04/11/2024	APPROVED	18.00%
American Zurich Insurance Company	ZURC-133954780	01.0 Property	04/11/2024	APPROVED	11.20%
National Casualty Company	VPIC-133943414	09.0 Inland Marine	04/11/2024	APPROVED	60.20%
Erie Insurance Exchange	ERGP-133976136	05.0 CMP Liability and Non-Liability	04/12/2024	APPROVED	15.60%
General Insurance Company of America	LBRC-134040100	05.0 CMP Liability and Non-Liability	04/16/2024	APPROVED	15.40%
The Medical Protective Company	MDPC-134044861	11.0 Med Mal-Claims Made and Occurrence	04/16/2024	APPROVED	16.00%
American Casualty Company of Reading, Pennsylvania	CNAC-133956578	11.0 Med Mal-Claims Made and Occurrence	04/16/2024	APPROVED	14.20%
United States Fire Insurance Company	CRUM-134042313	17.1 Other Liability-Occ Only	04/23/2024	APPROVED	11.30%
American Guarantee and Liability Insurance Company	ZURC-134037804	20.0 Commercial Auto	04/23/2024	APPROVED	10.70%
The Travelers Indemnity Company of America	TRVD-134028634	17.0 Other Liability-Occ/Claims Made	04/30/2024	APPROVED	27.90%
The Travelers Home and Marine Insurance Company	TRVD-134028634	17.0 Other Liability-Occ/Claims Made	04/30/2024	APPROVED	27.90%
The Standard Fire Insurance Company	TRVD-134028634	17.0 Other Liability-Occ/Claims Made	04/30/2024	APPROVED	27.90%
The Automobile Insurance Company of Hartford, Connecticut	TRVD-134028634	17.0 Other Liability-Occ/Claims Made	04/30/2024	APPROVED	27.90%
Selective Insurance Company of the Southeast	SELC-134047612	17.2 Other Liability-Claims Made Only	05/01/2024	APPROVED	25.00%
Selective Way Insurance Company	SELC-134047612	17.2 Other Liability-Claims Made Only	05/01/2024	APPROVED	21.20%
Crestbrook Insurance Company	NWPP-134042263	20.0 Commercial Auto	05/01/2024	APPROVED	34.40%
Nationwide Agribusiness Insurance Company	NWPP-134042263	20.0 Commercial Auto	05/01/2024	APPROVED	16.80%
GuideOne Insurance Company	GDEA-134030985	20.0 Commercial Auto	05/02/2024	APPROVED	12.50%
American Pet Insurance Company	APII-134031532	09.0 Inland Marine	05/16/2024	APPROVED	20.60%
Travelers Personal Insurance Company	TRVD-134027941	04.0 Homeowners	06/07/2024	APPROVED	27.90%
The Ohio Casualty Insurance Company	LBRC-134103318	20.0 Commercial Auto	06/14/2024	APPROVED	20.70%
West American Insurance Company	LBRC-134103318	20.0 Commercial Auto	06/14/2024	APPROVED	20.70%
American Fire and Casualty Company	LBRC-134103318	20.0 Commercial Auto	06/14/2024	APPROVED	20.40%
Ohio Security Insurance Company	LBRC-134103318	20.0 Commercial Auto	06/14/2024	APPROVED	19.90%
Swiss Re Corporate Solutions Elite Insurance Corporation	SWRE-134055460	20.0 Commercial Auto	06/14/2024	APPROVED	13.20%
American Fire and Casualty Company	LBRC-134092329	05.0 CMP Liability and Non-Liability	06/18/2024	APPROVED	16.90%
Ohio Security Insurance Company	LBRC-134092329	05.0 CMP Liability and Non-Liability	06/18/2024	APPROVED	15.50%
Arch Insurance Company	AICO-134057826	05.0 CMP Liability and Non-Liability	06/18/2024	APPROVED	14.30%
West American Insurance Company	LBRC-134092329	05.0 CMP Liability and Non-Liability	06/18/2024	APPROVED	12.50%
The Ohio Casualty Insurance Company	LBRC-134092329	05.0 CMP Liability and Non-Liability	06/18/2024	APPROVED	12.30%
Great American Insurance Company of New York	GACX-134040119	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	65.04%
Great American Insurance Company	GACX-134040119	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	65.04%
Great American Assurance Company	GACX-134040119	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	65.04%
Great American Alliance Insurance Company	GACX-134040119	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	65.04%
Harford Mutual Insurance Company	HFMU-133962341	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	35.80%
Union Insurance Company	BNIC-134078138	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	24.60%
Great American Insurance Company	GACX-134100091	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	23.40%
Nationwide Mutual Insurance Company	NWPP-134129554	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	20.70%
Great American Insurance Company of New York	GACX-134100091	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	20.20%
The Ohio Casualty Insurance Company	LBRC-134057670	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	19.70%
Ohio Security Insurance Company	LBRC-134057670	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	19.00%
West American Insurance Company	LBRC-134057670	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	17.80%
Continental Western Insurance Company	BNIC-134078138	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	17.30%
Acadia Insurance Company	BNIC-134078138	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	15.10%
Great American Assurance Company	GACX-134100091	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	13.50%
Firemen's Insurance Company of Washington, D.C.	BNIC-134078138	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	11.60%
American Fire and Casualty Company	LBRC-134057670	17.0 Other Liability-Occ/Claims Made	06/18/2024	APPROVED	11.40%
Philadelphia Indemnity Insurance Company	PHLX-134049131	17.2 Other Liability-Claims Made Only	06/18/2024	APPROVED	18.40%
Middlesex Insurance Company	SEPX-134081686	01.0 Property	06/20/2024	APPROVED	25.90%
Allmerica Financial Benefit Insurance Company	HNVR-G134106064	01.0 Property	06/20/2024	APPROVED	10.70%
Sentry Insurance Company	SEPX-134081686	01.0 Property	06/20/2024	APPROVED	10.70%
Erie Insurance Exchange	ERGP-134088078	05.0 CMP Liability and Non-Liability	06/20/2024	APPROVED	11.50%
The Travelers Indemnity Company Of Connecticut	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	18.69%
The Travelers Indemnity Company	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	17.13%
The Travelers Indemnity Company of America	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	15.17%
Travelers Property Casualty Company of America	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	15.16%
The Charter Oak Fire Insurance Company	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	12.07%
The Phoenix Insurance Company	TRVD-134118762	17.0 Other Liability-Occ/Claims Made	06/20/2024	APPROVED	11.60%
Hartford Underwriters Insurance Company	HART-133961363	19.0 Personal Auto	06/28/2024	APPROVED	20.30%
Trumbull Insurance Company	HART-133961363	19.0 Personal Auto	06/28/2024	APPROVED	18.50%
Hartford Accident and Indemnity Company	HART-133961363	19.0 Personal Auto	06/28/2024	APPROVED	14.80%
Twin City Fire Insurance Company	HART-133961363	19.0 Personal Auto	06/28/2024	APPROVED	14.70%
Liberty Mutual Fire Insurance Company	LWCM-134069927	20.0 Commercial Auto	07/18/2024	APPROVED	29.20%
Employers Insurance Company of Wausau	LWCM-134069927	20.0 Commercial Auto	07/18/2024	APPROVED	13.30%
Liberty Insurance Corporation	LWCM-134069927	20.0 Commercial Auto	07/18/2024	APPROVED	12.50%
Employers Mutual Casualty Company	EMCC-134146349	20.0 Commercial Auto	07/24/2024	APPROVED	14.70%
CSAA General Insurance Company	WSUN-134035304	17.1 Other Liability-Occ Only	07/26/2024	APPROVED	25.00%
USAA Casualty Insurance Company	USAA-134029894	19.0 Personal Auto	07/29/2024	APPROVED	20.00%
USAA General Indemnity Company	USAA-134029894	19.0 Personal Auto	07/29/2024	APPROVED	15.00%
Garrison Property and Casualty Insurance Company	USAA-134029894	19.0 Personal Auto	07/29/2024	APPROVED	15.00%
United Services Automobile Association	USAA-134029894	19.0 Personal Auto	07/29/2024	APPROVED	12.90%
AXIS Insurance Company	AXSS-G133990620	09.0 Inland Marine	07/31/2024	APPROVED	50.00%
Amica Mutual Insurance Company	AMMA-134026153	17.0 Other Liability-Occ/Claims Made	08/05/2024	APPROVED	20.00%
Wesco Insurance Company	UNKP-134169710	01.0 Property	08/30/2024	APPROVED	38.60%
Allied Insurance Company of America	NWPP-134195633	01.0 Property	08/30/2024	APPROVED	19.10%
Nationwide Mutual Insurance Company	NWPP-134195633	01.0 Property	08/30/2024	APPROVED	18.80%
Technology Insurance Company, Inc.	UNKP-134169710	01.0 Property	08/30/2024	APPROVED	170.10%
Nationwide Mutual Insurance Company	NWPP-134184763	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	36.90%
Nationwide Insurance Company of America	NWPP-134184763	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	32.10%
Allied Insurance Company of America	NWPP-134184763	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	30.50%
The Automobile Insurance Company of Hartford, Connecticut	TRVD-G134227241	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	25.30%
The Travelers Home and Marine Insurance Company	TRVD-G134227241	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	25.30%
The Travelers Indemnity Company of America	TRVD-G134227241	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	22.20%
Privilege Underwriters Reciprocal Exchange	PRIV-134012821	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	20.00%
The Standard Fire Insurance Company	TRVD-G134227241	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	18.60%
Nationwide Property and Casualty Insurance Company	NWPP-134184763	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	14.40%
American Zurich Insurance Company	ZURC-134190605	17.0 Other Liability-Occ/Claims Made	09/25/2024	APPROVED	10.40%
Philadelphia Indemnity Insurance Company	PHLX-134163695	17.1 Other Liability-Occ Only	09/25/2024	APPROVED	24.90%
Allied World Insurance Company	DRWN-134237504	17.2 Other Liability-Claims Made Only	09/25/2024	APPROVED	15.00%
CUMIS Insurance Society, Inc.	CUNA-134252871	20.0 Commercial Auto	09/25/2024	APPROVED	41.00%
Vantapro Specialty Insurance Company	DRWN-134177957	20.0 Commercial Auto	09/25/2024	APPROVED	30.00%
Nationwide Property and Casualty Insurance Company	NWPP-134202595	20.0 Commercial Auto	09/25/2024	APPROVED	29.20%
Nationwide Insurance Company of America	NWPP-134202595	20.0 Commercial Auto	09/25/2024	APPROVED	28.50%
Nationwide Mutual Insurance Company	NWPP-134202595	20.0 Commercial Auto	09/25/2024	APPROVED	13.80%
Incline Casualty Company	SHNF-134151584	20.0 Commercial Auto	09/25/2024	APPROVED	13.36%
GuideOne Insurance Company	GDEA-134246785	20.0 Commercial Auto	09/25/2024	APPROVED	11.90%
Fidelity and Guaranty Insurance Company	TRVD-134248908	20.0 Commercial Auto	09/25/2024	APPROVED	11.59%
Trumbull Insurance Company	HART-134243591	20.0 Commercial Auto	09/25/2024	APPROVED	10.40%
St. Paul Protective Insurance Company	TRVD-134248908	20.0 Commercial Auto	09/25/2024	APPROVED	10.10%
St. Paul Mercury Insurance Company	TRVD-134248908	20.0 Commercial Auto	09/25/2024	APPROVED	10.06%
Berkshire Hathaway Specialty Insurance Company	BHSI-G133989106	11.0 Med Mal-Claims Made and Occurrence	09/26/2024	APPROVED	19.30%
The Cincinnati Casualty Company	CNNA-134136772	11.0 Med Mal-Claims Made and Occurrence	09/26/2024	APPROVED	117.00%
Pharmacists Mutual Insurance Company	PHAR-134107696	11.0 Med Mal-Claims Made and Occurrence	09/26/2024	APPROVED	10.80%
The Cincinnati Insurance Company	CNNA-134136524	17.0 Other Liability-Occ/Claims Made	09/26/2024	APPROVED	62.50%
Church Mutual Insurance Company, S.I.	CHMU-134145403	17.0 Other Liability-Occ/Claims Made	09/26/2024	APPROVED	19.70%
Armed Forces Insurance Exchange	ARMD-134185278	17.0 Other Liability-Occ/Claims Made	09/26/2024	APPROVED	19.23%
United States Liability Insurance Company	USLI-134203631	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	36.38%
St. Paul Mercury Insurance Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	22.31%
Fidelity and Guaranty Insurance Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	21.76%
Pharmacists Mutual Insurance Company	PHAR-134097465	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	20.40%
St. Paul Fire and Marine Insurance Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	19.36%
St. Paul Guardian Insurance Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	18.88%
Farmington Casualty Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	17.31%
The Standard Fire Insurance Company	TRVD-134184274	05.0 CMP Liability and Non-Liability	09/27/2024	APPROVED	13.46%
GuideOne Insurance Company	GDEA-134241099	01.0 Property	10/04/2024	APPROVED	21.20%
GuideOne Specialty Insurance Company	GDEA-134241099	01.0 Property	10/04/2024	APPROVED	13.40%
GuideOne Specialty Insurance Company	GDEA-134241096	17.0 Other Liability-Occ/Claims Made	10/04/2024	APPROVED	41.40%
GuideOne Insurance Company	GDEA-134241096	17.0 Other Liability-Occ/Claims Made	10/04/2024	APPROVED	21.00%
Allstate Property and Casualty Insurance Company	ALSE-134043505	04.0 Homeowners	10/07/2024	APPROVED	13.00%
GuideOne Specialty Insurance Company	GDEA-134241084	05.0 CMP Liability and Non-Liability	10/08/2024	APPROVED	28.90%
GuideOne Insurance Company	GDEA-134241084	05.0 CMP Liability and Non-Liability	10/08/2024	APPROVED	21.50%
Allied World Insurance Company	DRWN-134258057	11.0 Med Mal-Claims Made and Occurrence	10/10/2024	APPROVED	15.00%
Allied World Insurance Company	DRWN-134232814	11.1 Med Mal-Occurrence Only	10/10/2024	APPROVED	15.00%

Citizens Insurance Company of America	HNVR-G134266471	01.0 Property	10/29/2024	APPROVED	10.10%
Crestbrook Insurance Company	NWPP-134264465	16.0 Workers Compensation	10/29/2024	APPROVED	28.30%
Erie Insurance Exchange	ERGP-134274172	17.0 Other Liability-Occ/Claims Made	10/29/2024	APPROVED	23.60%
ACE American Insurance Company	ACEH-134267657	17.1 Other Liability-Occ Only	10/29/2024	APPROVED	20.00%
GuideOne Insurance Company	GDEA-134253892	05.0 CMP Liability and Non-Liability	10/30/2024	APPROVED	27.00%
GuideOne Specialty Insurance Company	GDEA-134253892	05.0 CMP Liability and Non-Liability	10/30/2024	APPROVED	23.30%
Independence American Insurance Company	IAIC-134293378	09.0 Inland Marine	10/30/2024	APPROVED	13.10%
Selective Insurance Company of the Southeast	SELC-134283526	20.0 Commercial Auto	10/30/2024	APPROVED	17.80%
Selective Way Insurance Company	SELC-134283526	20.0 Commercial Auto	10/30/2024	APPROVED	13.70%
Selective Insurance Company of America	SELC-134283526	20.0 Commercial Auto	10/30/2024	APPROVED	11.40%
Insurance Services Office, Inc.	ISOF-G134075246	05.0 CMP Liability and Non-Liability	11/04/2024	APPROVED	99.90%
Allstate Insurance Company	ALSE-134166540	04.0 Homeowners	11/07/2024	APPROVED	16.50%
District of Columbia Property Insurance Facility	APST-134141208	04.0 Homeowners	11/07/2024	APPROVED	15.10%
American Family Home Insurance Company	MRTN-134204570	19.0 Personal Auto	11/07/2024	APPROVED	16.20%
CSAA General Insurance Company	WSUN-134158892	19.0 Personal Auto	11/07/2024	APPROVED	14.90%
Valley Forge Insurance Company	CNAB-134521896	05.0003 Commercial Package	01/01/2026	APPROVED	10.20%
Utica Mutual Insurance Company	UTCX-134681747	17.0001 Commercial General Liability	08/01/2026	APPROVED	10.30%
Erie Insurance Exchange	ERPP-134411645	04.0000 Homeowners Sub-TOI Combinations	09/01/2025	APPROVED	10.40%
Next Insurance US Company	NXUS-134452922	01.0001 Commercial Property (Fire and Allied Lines)	09/01/2025	APPROVED	10.50%
Allstate Property and Casualty Insurance Company	ALSE-134370549	19.0001 Private Passenger Auto (PPA)	07/01/2025	APPROVED	10.60%
USAA General Indemnity Company	USAA-134446321	04.0000 Homeowners Sub-TOI Combinations	10/06/2025	APPROVED	10.60%
The Travelers Indemnity Company Of Connecticut	TRVD-134581633	05.0002 Businessowners	11/01/2025	APPROVED	11.18%
Liberty Insurance Underwriters Inc.	PERR-134665999	11.0000 Med Mal Sub-TOI Combinations	06/01/2026	APPROVED	11.20%
The Travelers Indemnity Company of America	TRVD-134568076	17.0001 Commercial General Liability	05/01/2026	APPROVED	11.21%
Allmerica Financial Benefit Insurance Company	HNVR-G134572893	17.0001 Commercial General Liability	11/01/2025	APPROVED	11.30%
Travelers Property Casualty Company of America	TRVD-134568076	17.0001 Commercial General Liability	05/01/2026	APPROVED	11.38%
American Fire and Casualty Company	LBRC-134500643	17.0001 Commercial General Liability	07/01/2025	APPROVED	11.50%
The Travelers Indemnity Company of America	TRVD-134581633	05.0002 Businessowners	11/01/2025	APPROVED	11.68%
USAA General Indemnity Company	USAA-134442150	19.0001 Private Passenger Auto (PPA)	10/25/2025	APPROVED	11.70%
The Travelers Indemnity Company	TRVD-134581633	05.0002 Businessowners	11/01/2025	APPROVED	11.73%
American Guarantee and Liability Insurance Company	ZURC-134666908	17.0001 Commercial General Liability	08/01/2026	APPROVED	11.80%
Fidelity and Deposit Company of Maryland	ZURC-134666908	17.0001 Commercial General Liability	08/01/2026	APPROVED	11.90%
The Phoenix Insurance Company	TRVD-134581633	05.0002 Businessowners	11/01/2025	APPROVED	12.04%
The Charter Oak Fire Insurance Company	TRVD-134581633	05.0002 Businessowners	11/01/2025	APPROVED	12.10%
Union Insurance Company	BNIC-134469903	01.0001 Commercial Property (Fire and Allied Lines)	08/01/2025	APPROVED	12.40%
LM Insurance Corporation	LWCM-134388183	20.0000 Commercial Auto Combinations	08/01/2025	APPROVED	12.40%
Navigators Insurance Company	NAVG-134450733	20.0000 Commercial Auto Combinations	06/11/2025	APPROVED	12.40%
Seneca Insurance Company, Inc.	SENE-134368387	17.0001 Commercial General Liability	06/01/2025	APPROVED	12.50%
The Ohio Casualty Insurance Company	LBRC-134481511	20.0000 Commercial Auto Combinations	07/01/2025	APPROVED	12.60%
West American Insurance Company	LBRC-134481511	20.0000 Commercial Auto Combinations	07/01/2025	APPROVED	12.80%
The Travelers Indemnity Company Of Connecticut	TRVD-134568076	17.0001 Commercial General Liability	05/01/2026	APPROVED	12.80%
Everspan Insurance Company	PERR-134424391	24.0000 Surety	02/28/2025	APPROVED	13.10%
Westfield National Insurance Company	WSFG-G134392504	17.0020 Commercial Umbrella and Excess	06/01/2025	APPROVED	13.20%
Westfield National Insurance Company	WSFG-G134488479	17.0020 Commercial Umbrella and Excess	08/01/2025	APPROVED	13.20%
Brethren Mutual Insurance Company	BRMT-134603888	17.0020 Commercial Umbrella and Excess	12/01/2025	APPROVED	13.30%
Insurance Services Office, Inc.	ISOF-G134466436	17.0010 Employment Practices Liability	10/01/2025	APPROVED	13.50%
Travelers Personal Insurance Company	TRVD-G134428545	04.0000 Homeowners Sub-TOI Combinations	09/13/2025	APPROVED	13.50%
Union Insurance Company	BNIC-134514330	17.0020 Commercial Umbrella and Excess	08/01/2025	APPROVED	13.60%
Erie Insurance Company	ERAP-134381858	19.0001 Private Passenger Auto (PPA)	07/17/2025	APPROVED	14.00%
Erie Insurance Exchange	ERAP-134381858	19.0001 Private Passenger Auto (PPA)	07/17/2025	APPROVED	14.00%
Erie Insurance Company	ERPP-134385445	04.0000 Homeowners Sub-TOI Combinations	09/01/2025	APPROVED	14.00%
General Insurance Company of America	LBRC-134487821	20.0000 Commercial Auto Combinations	07/01/2025	APPROVED	14.00%
Nationwide Assurance Company	NWPP-134380463	01.0001 Commercial Property (Fire and Allied Lines)	07/01/2025	APPROVED	14.50%
Ohio Security Insurance Company	LBRC-134500643	17.0001 Commercial General Liability	07/01/2025	APPROVED	14.60%
The Standard Fire Insurance Company	TRVD-G134494634	19.0001 Private Passenger Auto (PPA)	10/18/2025	APPROVED	14.60%
Allstate Indemnity Company	ALSE-134385111	19.0001 Private Passenger Auto (PPA)	07/01/2025	APPROVED	15.00%
GuideOne Specialty Insurance Company	GDEA-134629398	01.0001 Commercial Property (Fire and Allied Lines)	03/01/2026	APPROVED	15.00%
GuideOne Insurance Company	GDEA-134629398	01.0001 Commercial Property (Fire and Allied Lines)	03/01/2026	APPROVED	15.00%
GuideOne Insurance Company	GDEA-134633879	20.0001 Business Auto	03/01/2026	APPROVED	15.00%
The Ohio Casualty Insurance Company	LBRC-134494501	17.0020 Commercial Umbrella and Excess	07/01/2025	APPROVED	15.02%
Frederick Mutual Insurance Co.	REGU-134467298	05.0002 Businessowners	07/01/2025	APPROVED	15.40%
Liberty Insurance Corporation	LWCM-134388183	20.0000 Commercial Auto Combinations	08/01/2025	APPROVED	15.50%
Erie Insurance Exchange	ERGP-134431424	17.0001 Commercial General Liability	08/01/2025	APPROVED	15.60%
Nationwide Affinity Insurance Company of America	NWPP-134380463	01.0001 Commercial Property (Fire and Allied Lines)	07/01/2025	APPROVED	15.80%
USAA Casualty Insurance Company	USAA-134446321	04.0000 Homeowners Sub-TOI Combinations	10/06/2025	APPROVED	16.30%
Nationwide Assurance Company	NWPP-134376547	05.0002 Businessowners	07/01/2025	APPROVED	16.40%
Starr Indemnity & Liability Company	SILC-134368000	20.0000 Commercial Auto Combinations	12/01/2025	APPROVED	16.50%
Independence American Insurance Company	IAIC-134393833	09.0004 Pet Insurance Plans	07/01/2025	APPROVED	16.80%
American Alternative Insurance Corporation	AMLX-134392140	20.0000 Commercial Auto Combinations	02/01/2025	APPROVED	17.40%
American Southern Home Insurance Company	AMLX-134392140	20.0000 Commercial Auto Combinations	02/01/2025	APPROVED	17.40%
American Family Home Insurance Company	AMLX-134392140	20.0000 Commercial Auto Combinations	02/01/2025	APPROVED	17.40%
1842 Insurance Company	HFMU-134126525	20.0000 Commercial Auto Combinations	11/01/2025	APPROVED	17.50%
Markel Insurance Company	MRKB-134629209	05.0003 Commercial Package	03/15/2026	APPROVED	17.50%
National Fire Insurance Company of Hartford	CNAB-134521896	05.0003 Commercial Package	01/01/2026	APPROVED	17.60%
Firstline Insurance Company	HFMU-134126525	20.0000 Commercial Auto Combinations	11/01/2025	APPROVED	17.60%
Ohio Security Insurance Company	LBRC-134481511	20.0000 Commercial Auto Combinations	07/01/2025	APPROVED	17.90%
Trumbull Insurance Company	HART-134686336	20.0000 Commercial Auto Combinations	10/01/2025	APPROVED	18.00%
Hiscox Insurance Company Inc.	HISC-134357411	05.0002 Businessowners	11/01/2025	APPROVED	18.00%
Continental Western Insurance Company	BNIC-134514330	17.0020 Commercial Umbrella and Excess	08/01/2025	APPROVED	18.40%
Liberty Mutual Fire Insurance Company	LWCM-134388183	20.0000 Commercial Auto Combinations	08/01/2025	APPROVED	18.40%
Chiron Insurance Company	PHAR-134680415	20.0000 Commercial Auto Combinations	12/15/2025	APPROVED	19.00%
Allstate Indemnity Company	ALSE-134385018	05.0007 Other CMP	07/25/2025	APPROVED	19.30%
LM General Insurance Company	LBPM-134401070	19.0002 Motorcycle	08/19/2025	APPROVED	19.30%
West American Insurance Company	LBRC-134500643	17.0001 Commercial General Liability	07/01/2025	APPROVED	19.40%
Harford Mutual Insurance Company	HFMU-134126525	20.0000 Commercial Auto Combinations	11/01/2025	APPROVED	19.70%
American Pet Insurance Company	APII-134550347	09.0004 Pet Insurance Plans	11/01/2025	APPROVED	19.80%
Federal Insurance Company	ACEH-134529560	17.1021 Personal Umbrella and Excess	01/30/2026	APPROVED	20.00%
AmGUARD Insurance Company	AMGD-134378079	17.0001 Commercial General Liability	06/01/2025	APPROVED	20.00%
Imperium Insurance Company	DLSN-134350156	17.0020 Commercial Umbrella and Excess	03/01/2025	APPROVED	20.00%
Next Insurance US Company	NXUS-134458150	17.0000 Other Liability Sub-TOI Combinations	09/01/2025	APPROVED	20.00%
RLI Insurance Company	RLSC-134421907	20.0001 Business Auto	07/01/2025	APPROVED	20.00%
American Southern Home Insurance Company	AMLX-134453987	20.0000 Commercial Auto Combinations	01/01/2026	APPROVED	20.10%
American Alternative Insurance Corporation	AMLX-134453987	20.0000 Commercial Auto Combinations	01/01/2026	APPROVED	20.10%
American Family Home Insurance Company	AMLX-134453987	20.0000 Commercial Auto Combinations	01/01/2026	APPROVED	20.10%
Allmerica Financial Benefit Insurance Company	HNVR-G134572931	01.0001 Commercial Property (Fire and Allied Lines)	11/01/2025	APPROVED	20.30%
Millers Capital Insurance Company	MCIC-134585967	17.0020 Commercial Umbrella and Excess	12/01/2025	APPROVED	20.60%
CUMIS Insurance Society, Inc.	CUNA-134626283	23.0000 Fidelity	02/01/2026	APPROVED	20.90%
Metropolitan General Insurance Company	META-134597340	09.0004 Pet Insurance Plans	09/01/2025	APPROVED	21.00%
Great American Assurance Company	GACX-134407739	20.0000 Commercial Auto Combinations	10/01/2025	APPROVED	21.10%
General Insurance Company of America	LBRC-134479603	05.0002 Businessowners	07/01/2025	APPROVED	21.30%
Allied Insurance Company of America	NWPP-134579101	20.0001 Business Auto	01/01/2026	APPROVED	21.30%
Nationwide Property and Casualty Insurance Company	NWPP-134579101	20.0001 Business Auto	01/01/2026	APPROVED	21.30%
Nationwide Insurance Company of America	NWPP-134579101	20.0001 Business Auto	01/01/2026	APPROVED	21.30%
Nationwide Mutual Insurance Company	NWPP-134579101	20.0001 Business Auto	01/01/2026	APPROVED	21.30%
Great American Insurance Company of New York	GACX-134407739	20.0000 Commercial Auto Combinations	10/01/2025	APPROVED	21.40%
Great American Insurance Company	GACX-134407739	20.0000 Commercial Auto Combinations	10/01/2025	APPROVED	21.60%
Great American Alliance Insurance Company	GACX-134407739	20.0000 Commercial Auto Combinations	10/01/2025	APPROVED	22.20%
Sentry Insurance Company	SEPX-134531402	20.0000 Commercial Auto Combinations	08/01/2025	APPROVED	22.40%
Chiron Insurance Company	PHAR-134193278	20.0000 Commercial Auto Combinations	09/01/2025	APPROVED	23.04%
Tri-State Insurance Company of Minnesota	BNIC-134662907	01.0001 Commercial Property (Fire and Allied Lines)	01/01/2026	APPROVED	23.10%
American Fire and Casualty Company	LBRC-134481511	20.0000 Commercial Auto Combinations	07/01/2025	APPROVED	23.90%
The Ohio Casualty Insurance Company	LBRC-134500643	17.0001 Commercial General Liability	07/01/2025	APPROVED	24.00%
ACE American Insurance Company	ACEH-134609886	09.0004 Pet Insurance Plans	02/21/2026	APPROVED	25.80%
Nationwide General Insurance Company	NWPP-134376547	05.0002 Businessowners	07/01/2025	APPROVED	28.30%
Tri-State Insurance Company of Minnesota	BNIC-134514334	17.0020 Commercial Umbrella and Excess	8/1/2025	APPROVED	28.40%
State Farm Mutual Automobile Insurance Company	SFMA-134384995	20.0000 Commercial Auto Combinations	02/17/2025	APPROVED	29.30%
Continental Western Insurance Company	BNIC-134469903	01.0001 Commercial Property (Fire and Allied Lines)	08/01/2025	APPROVED	31.10%
American Pet Insurance Company	APII-134463212	09.0004 Pet Insurance Plans	09/01/2025	APPROVED	31.90%
Trisura Insurance Company	PERR-134427292	24.0000 Surety	02/24/2025	APPROVED	32.60%
State Farm Fire and Casualty Company	SFMA-134384995	20.0000 Commercial Auto Combinations	02/17/2025	APPROVED	33.50%
Pharmacists Mutual Insurance Company	PHAR-134680415	20.0000 Commercial Auto Combinations	12/15/2025	APPROVED	34.70%
Philadelphia Indemnity Insurance Company	PHLX-134499163	17.0000 Other Liability Sub-TOI Combinations	04/01/2026	APPROVED	34.70%
Independence American Insurance Company	IAIC-134386471	09.0004 Pet Insurance Plans	08/02/2025	APPROVED	36.10%

Midvale Indemnity Company	MRTN-134677730	17.0020 Commercial Umbrella and Excess	11/01/2025	APPROVED	37.10%
Allstate Indemnity Company	ALSE-134464563	17.0021 Personal Umbrella and Excess	10/24/2025	APPROVED	40.00%
Indemnity Insurance Company of North America	ACEH-134680600	09.0004 Pet Insurance Plans	04/17/2026	APPROVED	48.80%
CSAA General Insurance Company	PERR-134488103	09.0004 Pet Insurance Plans	12/04/2025	APPROVED	49.60%
AmGUARD Insurance Company	AMGD-134487879	05.0002 Businessowners	09/15/2025	APPROVED	56.50%
Great American Insurance Company	GACX-134531705	17.0001 Commercial General Liability	11/01/2025	APPROVED	65.00%
Great American Alliance Insurance Company	GACX-134531705	17.0001 Commercial General Liability	11/01/2025	APPROVED	65.00%
Great American Assurance Company	GACX-134531705	17.0001 Commercial General Liability	11/01/2025	APPROVED	65.00%
Great American Insurance Company of New York	GACX-134531705	17.0001 Commercial General Liability	11/01/2025	APPROVED	65.00%
Trumbull Insurance Company	HART-134557212	17.1021 Personal Umbrella and Excess	11/21/2025	APPROVED	100.00%
Hartford Accident and Indemnity Company	HART-134557212	17.1021 Personal Umbrella and Excess	11/21/2025	APPROVED	100.00%
Hartford Underwriters Insurance Company	HART-134557212	17.1021 Personal Umbrella and Excess	11/21/2025	APPROVED	100.00%
Twin City Fire Insurance Company	HART-134557212	17.1021 Personal Umbrella and Excess	11/21/2025	APPROVED	100.00%
ACE Property and Casualty Insurance Company	ACEH-134509585	MS08I Individual Medicare Supplement - Standard Plans 2010	08/01/2025	APPROVED	11.00%
Transamerica Life Insurance Company	AEGC-134409273	MS08I Individual Medicare Supplement - Standard Plans 2010	06/01/2025	APPROVED	15.00%
Transamerica Life Insurance Company	AEGC-134412684	MS08I Individual Medicare Supplement - Standard Plans 2010	07/01/2025	APPROVED	10.80%
Transamerica Life Insurance Company	AEGC-134520598	MS05G Group Medicare Supplement - Standard Plans	09/01/2025	APPROVED	15.00%
Aetna Life Insurance Company	AETN-134547617	H21 Health - Other	10/01/2025	APPROVED	22.40%
Aetna Health Inc. (a PA corp.)	AETN-134547645	H21 Health - Other	10/01/2025	APPROVED	22.40%
Colonial Penn Life Insurance Company	BNLB-134661840	MS08I Individual Medicare Supplement - Standard Plans 2010	01/01/2026	APPROVED	12.50%
CareFirst BlueChoice, Inc.	CFAP-134510210	HOrg02G Group Health Organizations - Health Maintenance (HMO)	01/01/2026	APPROVED	10.10%
Dominion Dental Services, Inc.	DMND-134479364	H10I Individual Health - Dental	01/01/2026	APPROVED	20.40%
Mutual of Omaha Insurance Company	MUTA-134482552	MS08I Individual Medicare Supplement - Standard Plans 2010	06/01/2025	APPROVED	11.60%
Physicians Life Insurance Company	PHYS-134438934	MS08I Individual Medicare Supplement - Standard Plans 2010	07/01/2025	APPROVED	15.00%
PartnerRe America Insurance Company	PRAI-134550714	H12 Health - Excess/Stop Loss	01/01/2026	APPROVED	15.00%
The Prudential Insurance Company of America	PRUD-134629301	H12 Health - Excess/Stop Loss	01/01/2026	APPROVED	19.70%
Sun Life Assurance Company of Canada	SNLF-134624632	H12 Health - Excess/Stop Loss	01/01/2026	APPROVED	21.30%
UnitedHealthcare Insurance Company	UHLC-134253157	MS05G Group Medicare Supplement - Standard Plans	06/01/2025	APPROVED	10.90%
UnitedHealthcare Insurance Company	UHLC-134253169	MS08G Group Medicare Supplement - Standard Plans 2010	06/01/2025	APPROVED	10.90%
UnitedHealthcare Insurance Company	UHLC-134631173	H17G Group Health - Prescription Drug	01/01/2026	APPROVED	35.07%