



Scott, Marc A  
Chief Operating Officer  
16  
42302



Henry, Robin E  
Human Resources Officer  
15  
84846



Lehgeber-Carpenter, Cody A  
Supvy Public Affairs Specialist  
14,  
84847



Dorsey, Chante H  
Management Analyst  
13  
74917



Williams, Rachel  
Ombudsman  
14  
94051



Steele, Ngina M  
Supvy Procurement Compliance Specialist  
14  
74891



Rodriguez, Ernesto  
Management Liaison Specialist  
13  
74952



Garcia, Sisy  
Public Affairs Specialist  
13  
83283



Watson, Shari  
Support Services Specialist  
12  
74965



White, Robin E  
Compliance Analyst  
12  
74951



Sutton, Sharntel  
Human Resources Manager  
14  
4207



Kameron Davis  
Legislative Affairs Specialist  
12,00115246



Atkins, Miguel  
Administrative Support Special  
11  
82545



Asfaw, Zertihun H.  
Compliance Analyst  
12  
83287



May, Tiffanne J  
Human Resources Specialist  
12  
30970



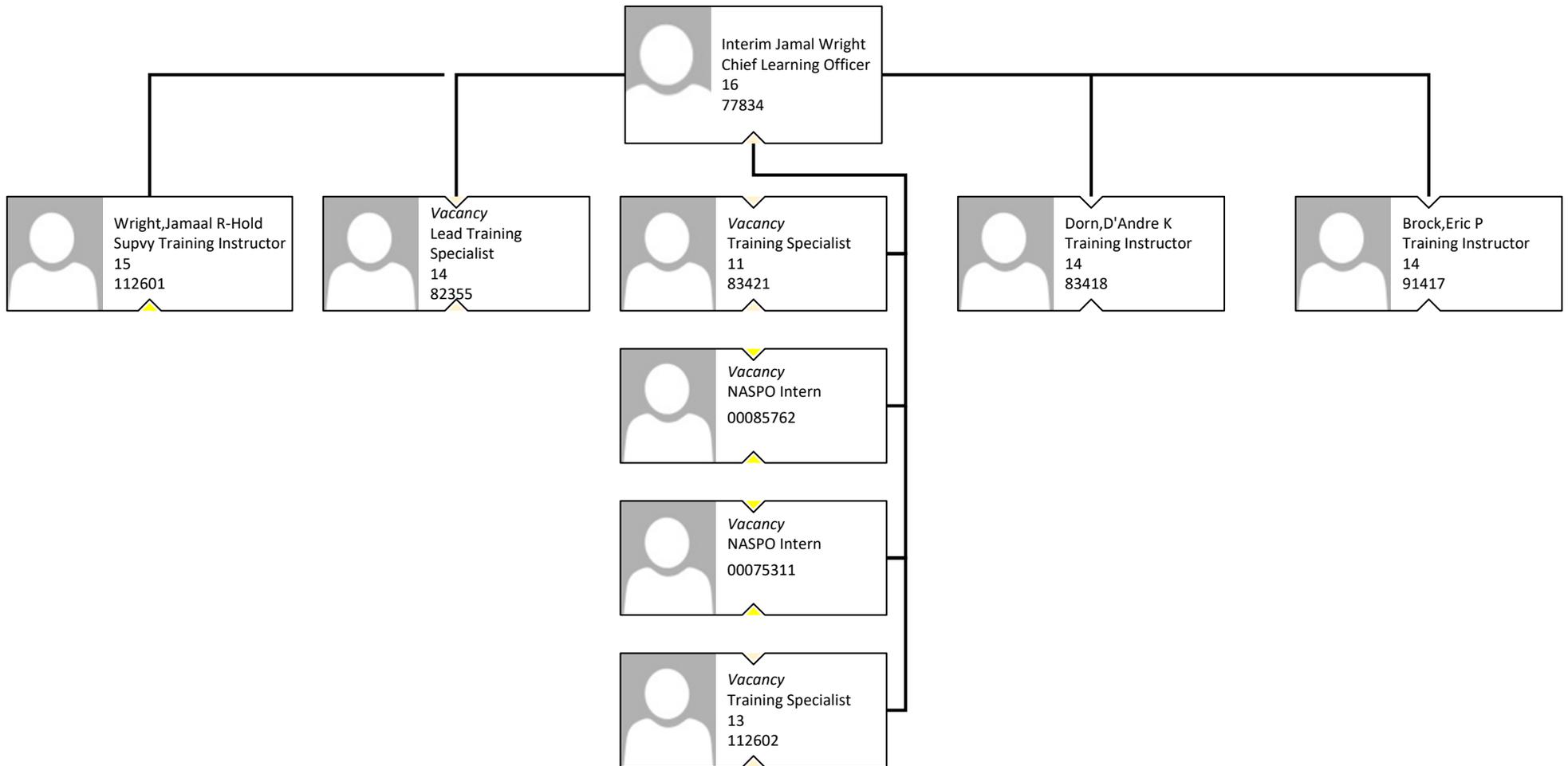
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Program Analyst  
12  
91411

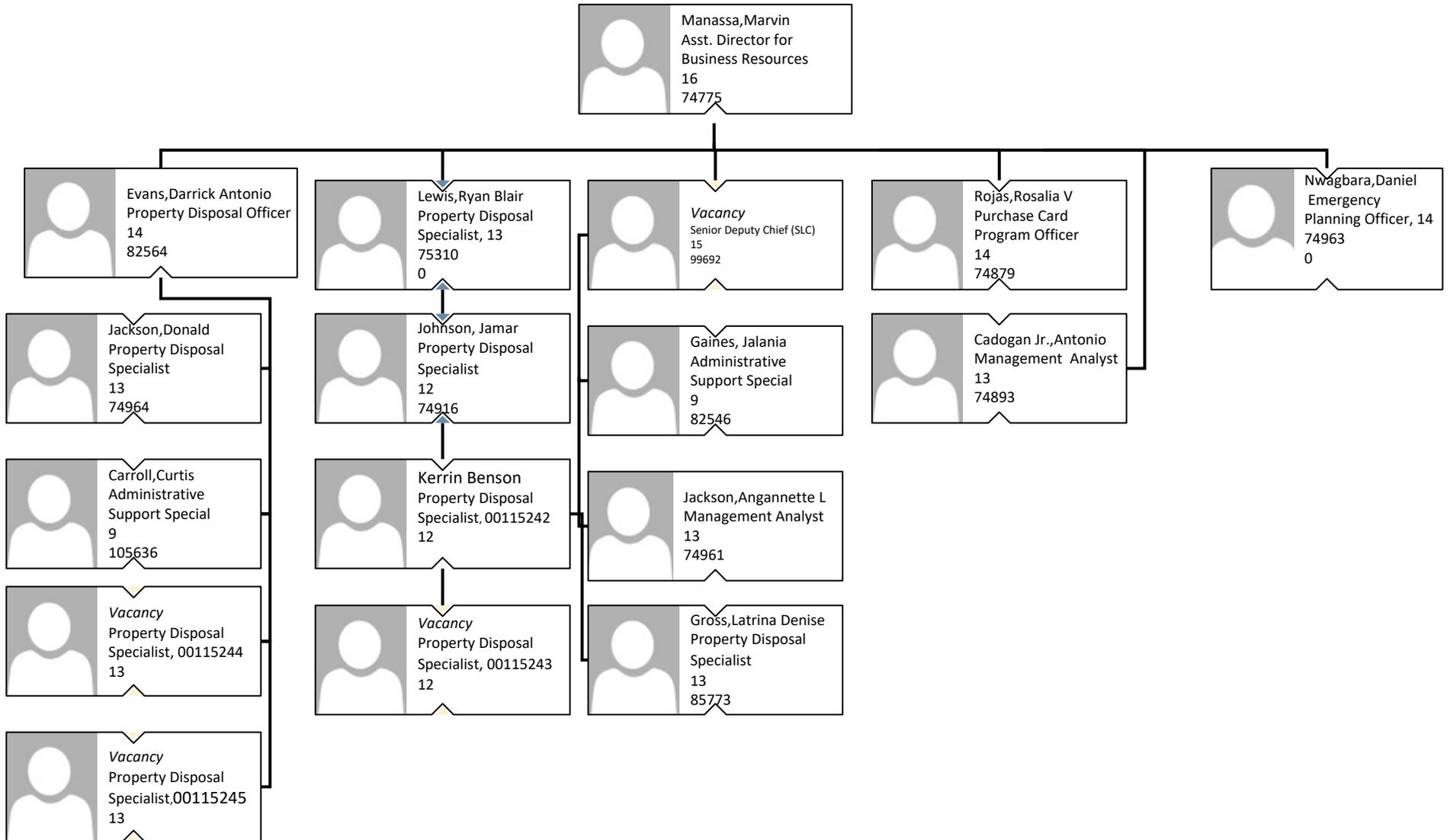


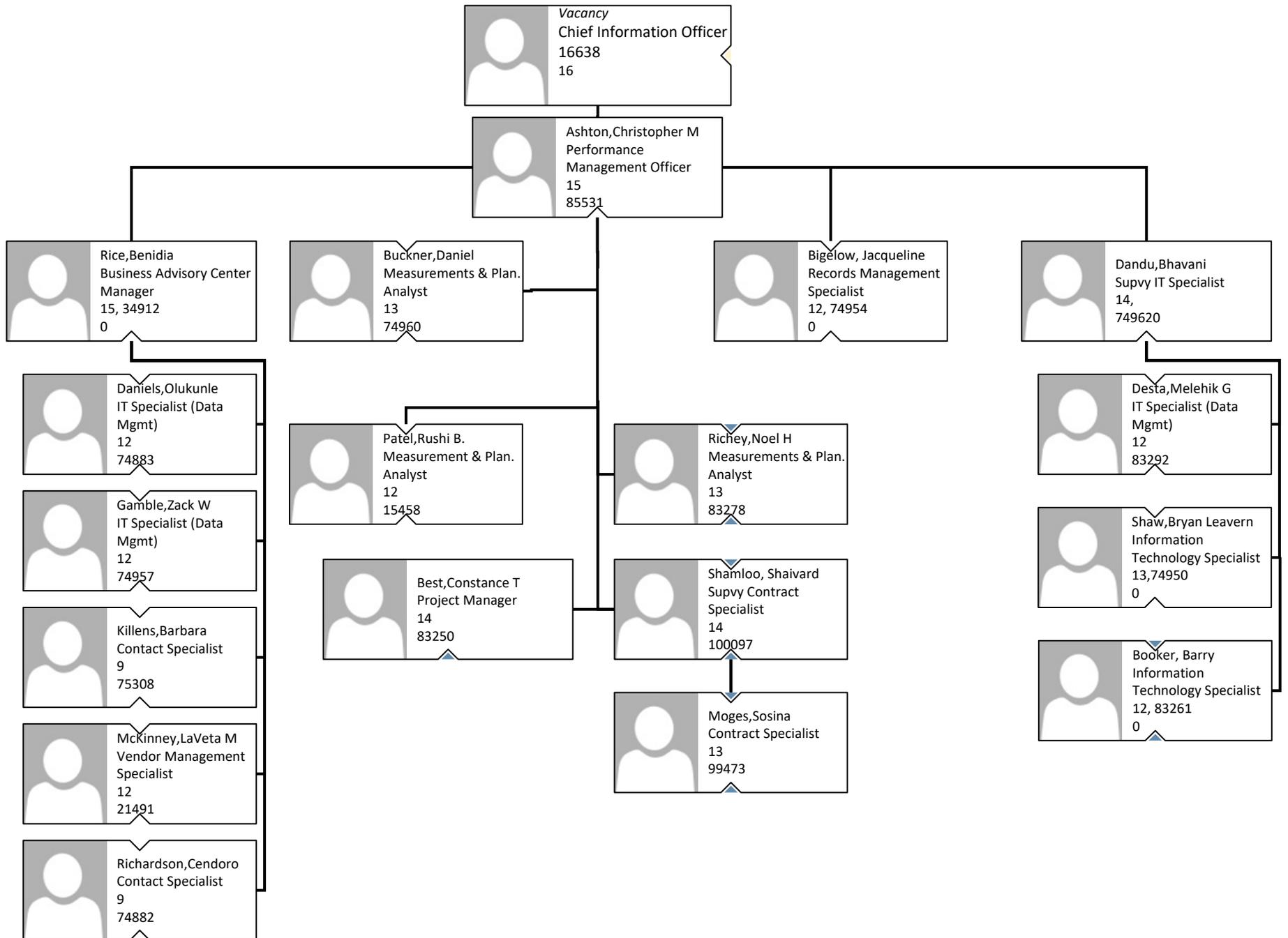
Ford, Kayla  
Human Resources Specialist  
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74772



Jordan Harris  
Program Analyst  
Grade 12-  
00074887

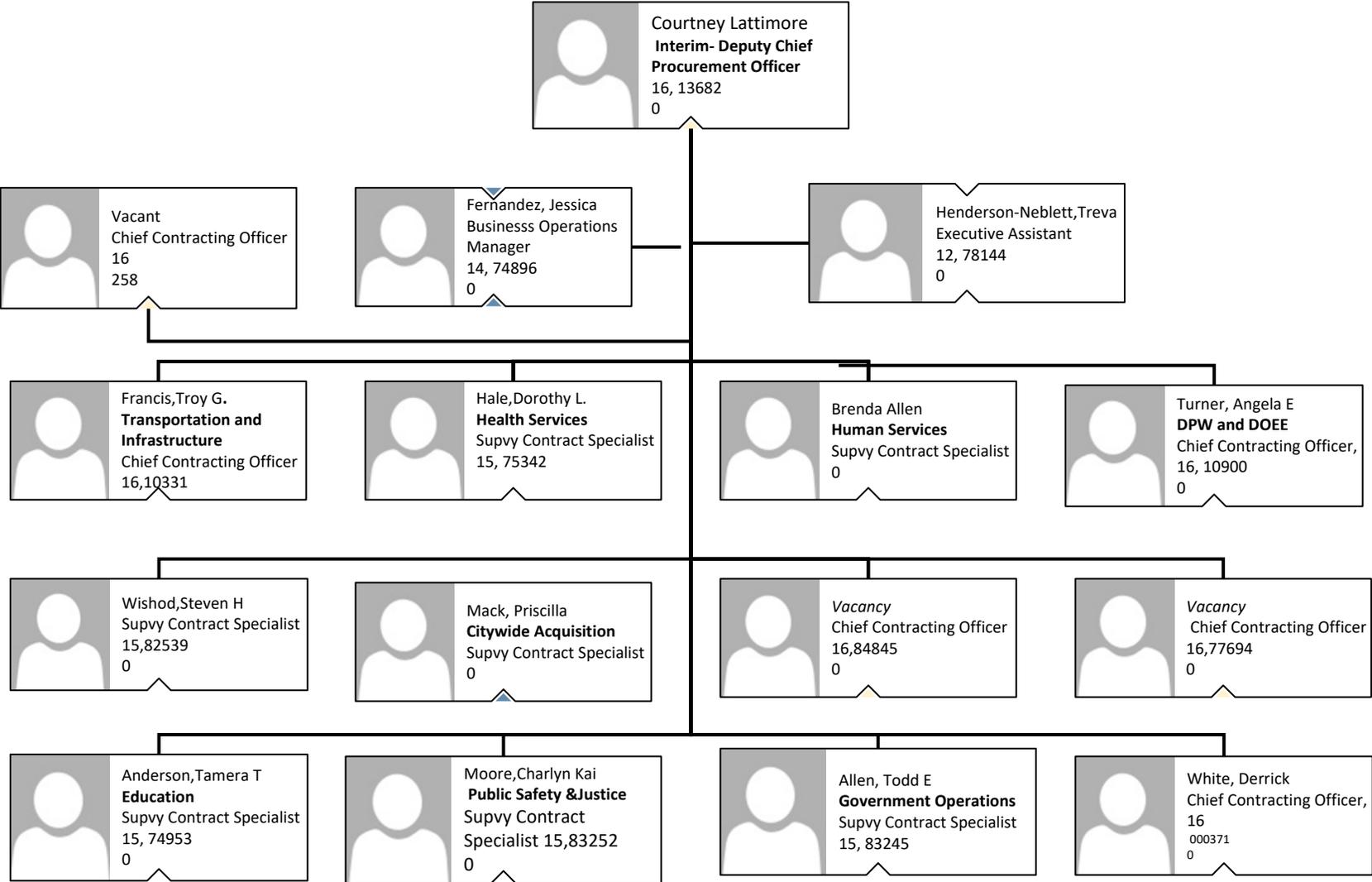


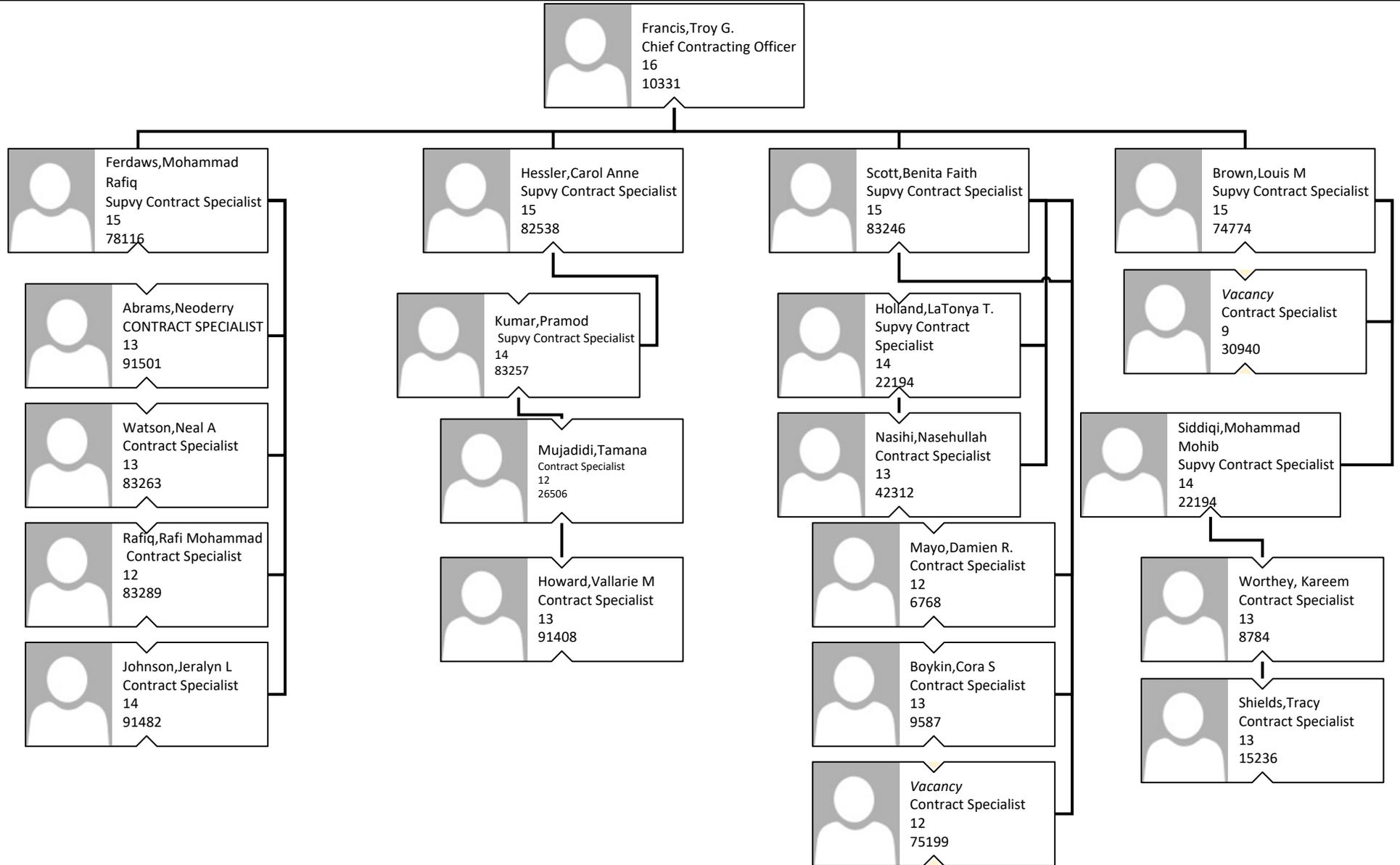


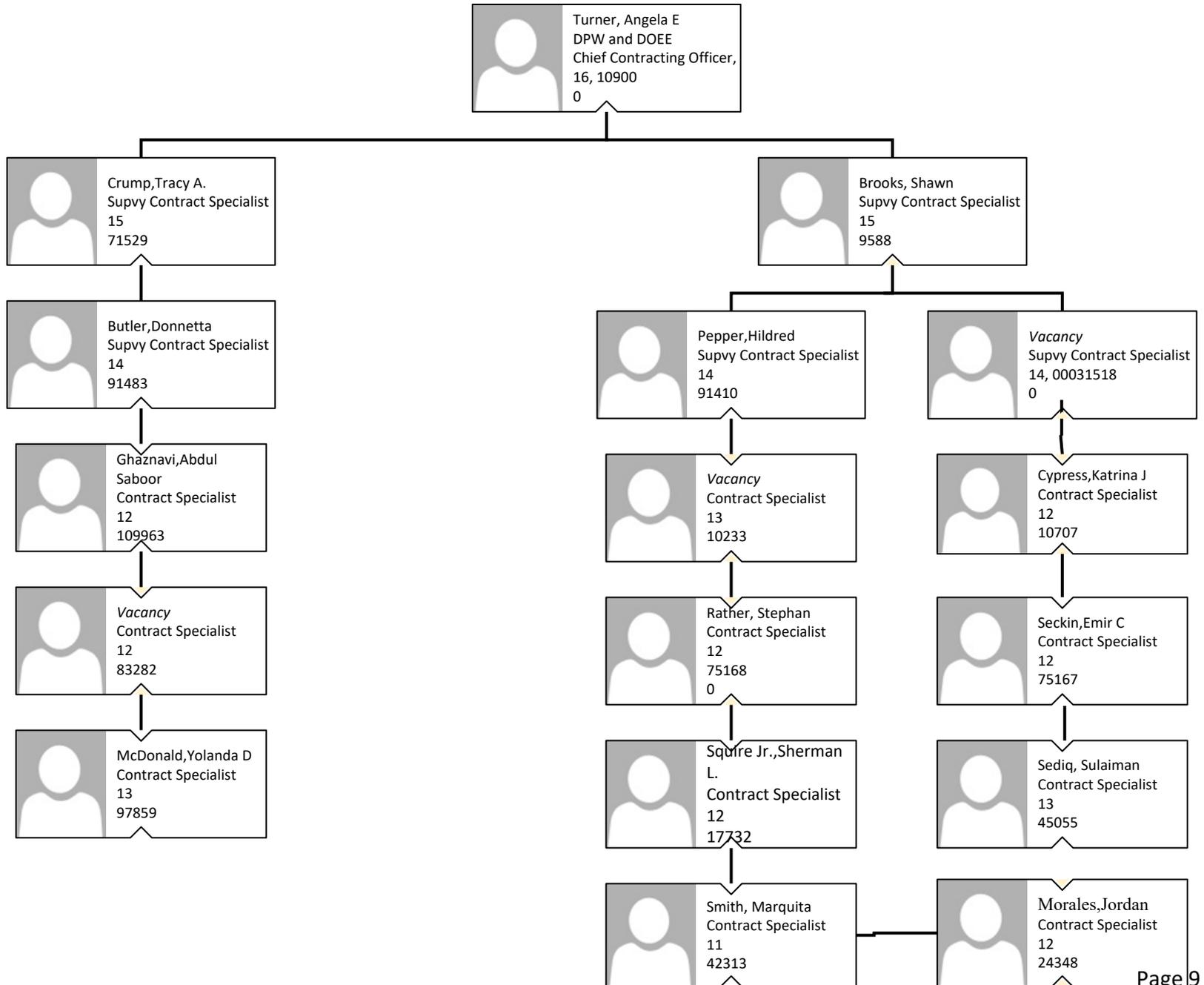


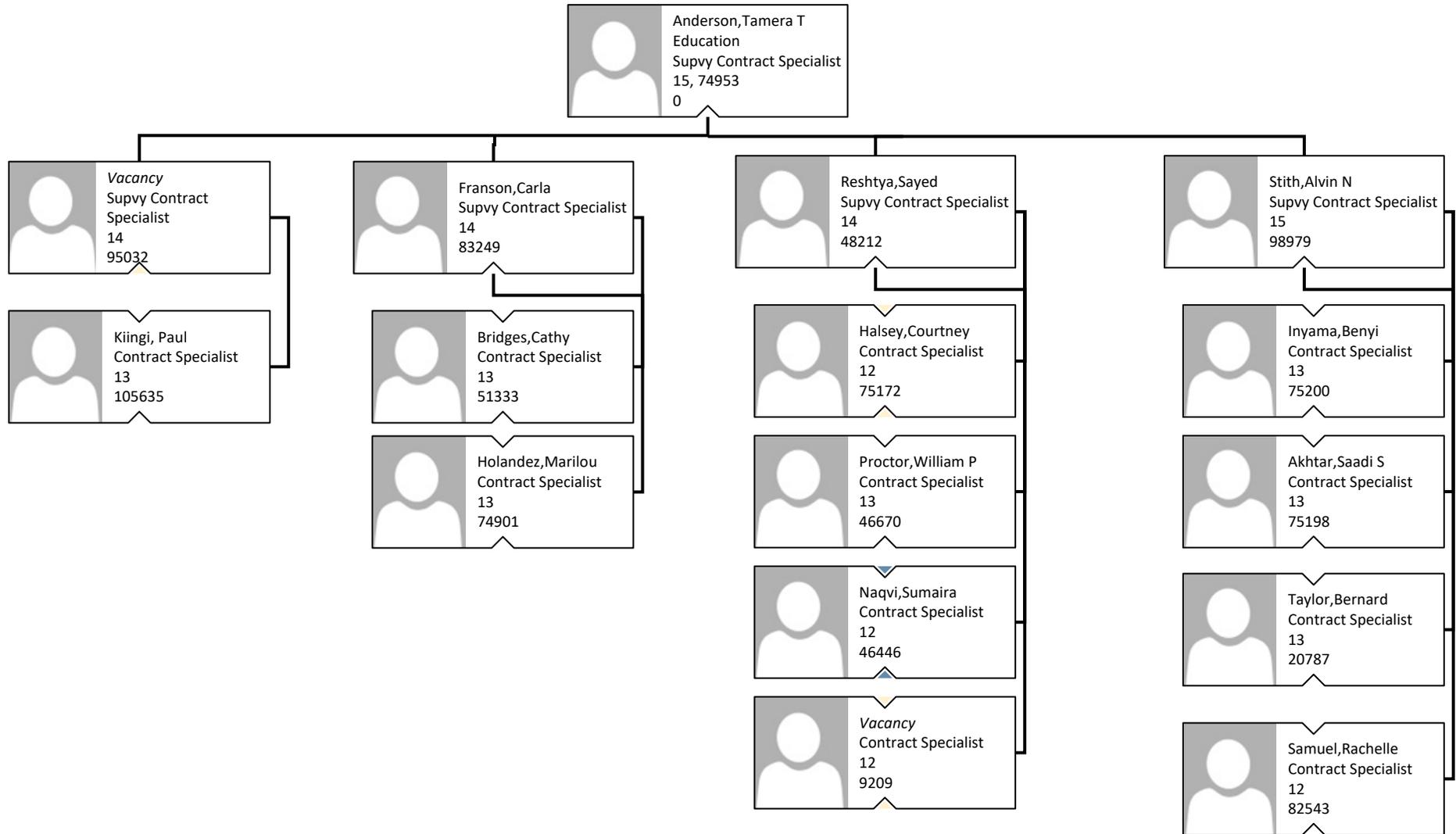
# PROCUREMENT OPERATIONS

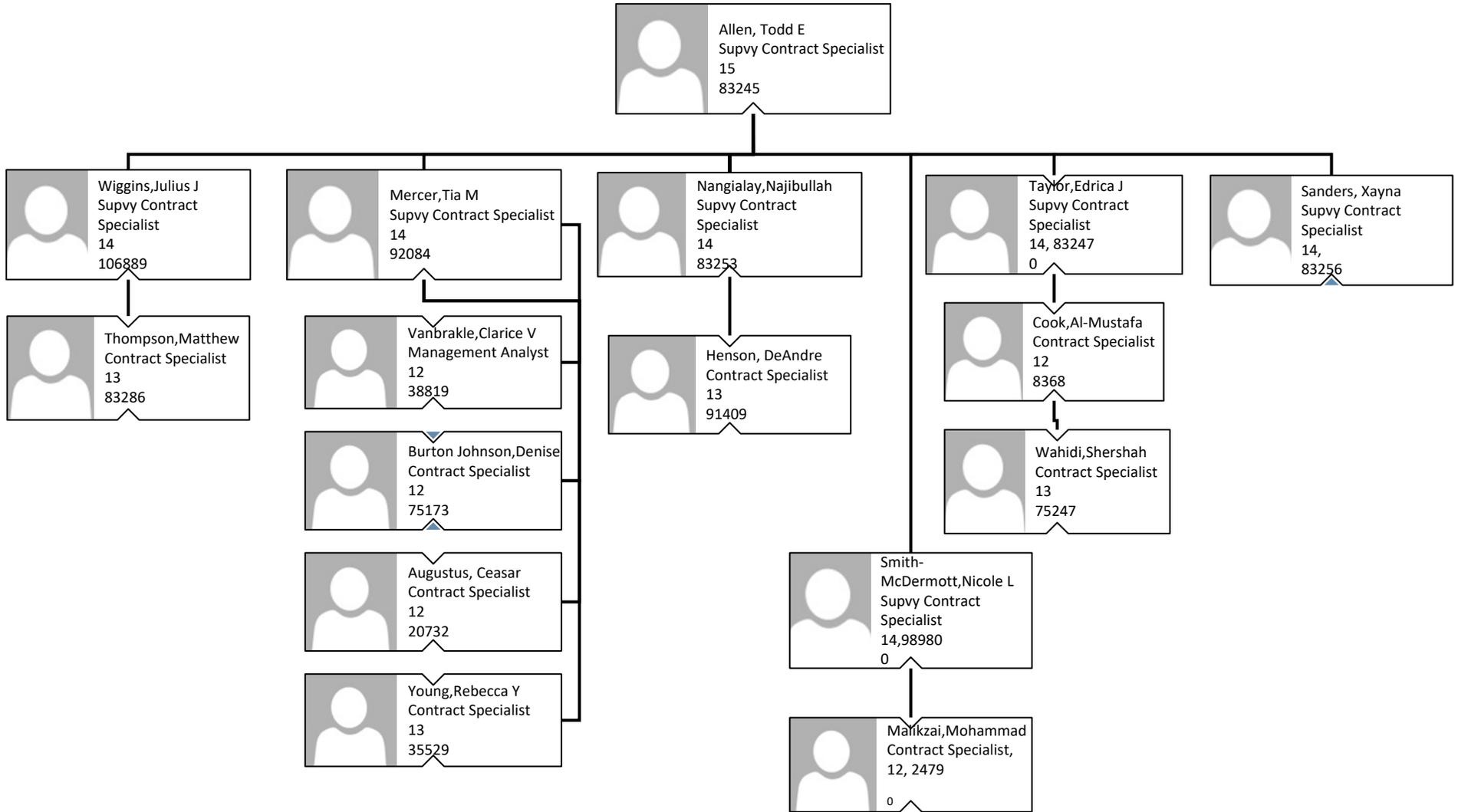
January 20, 2026

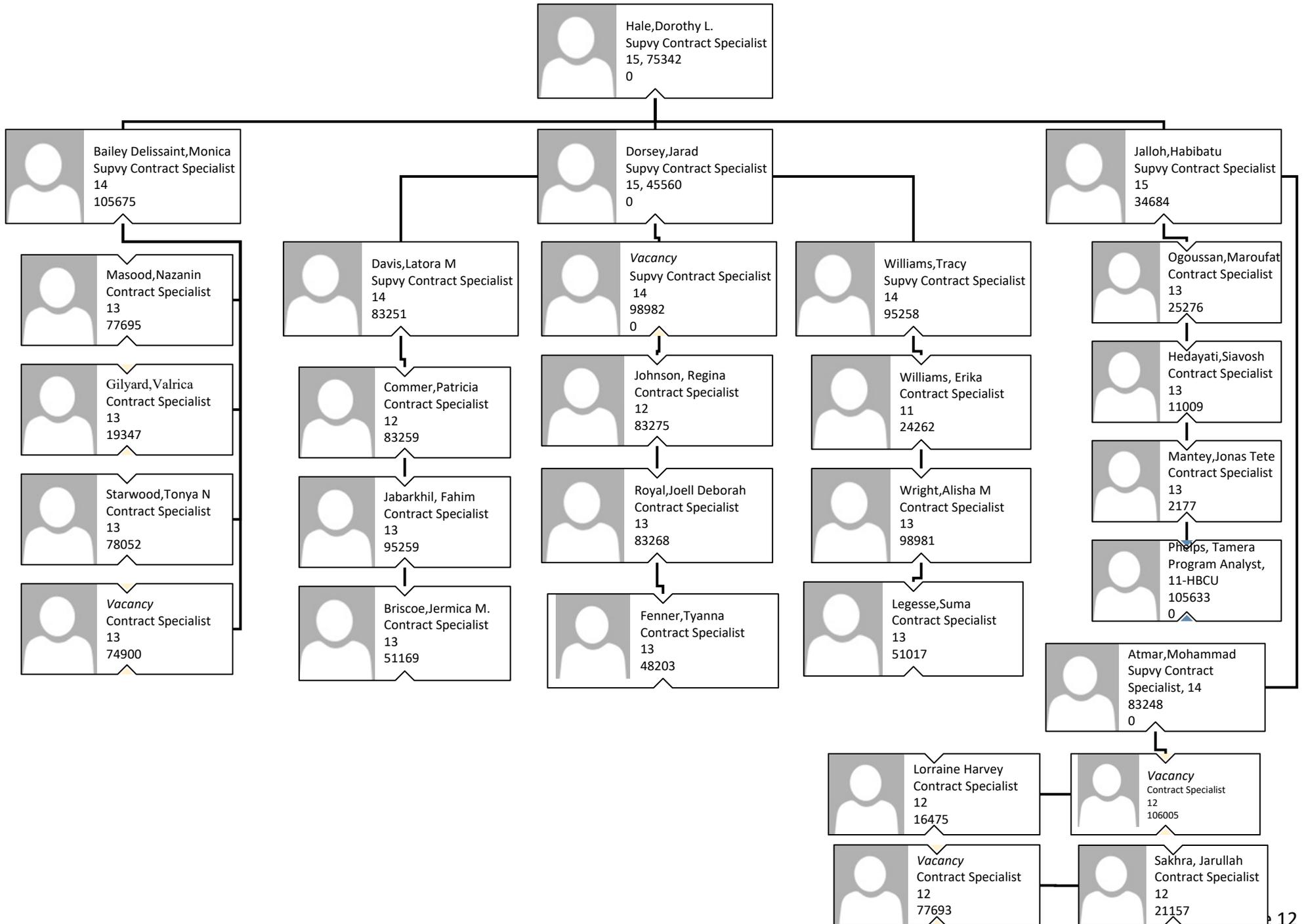




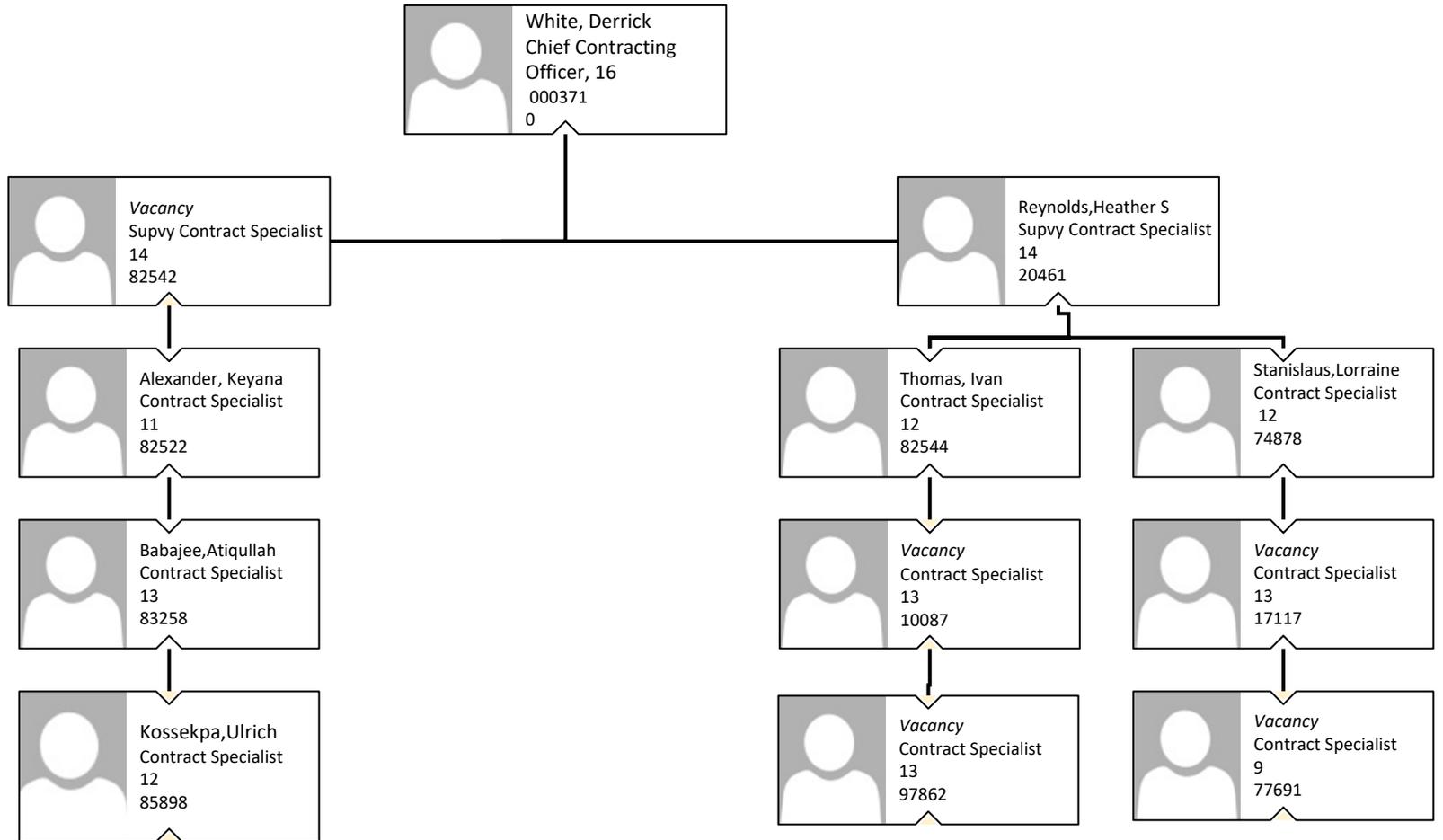


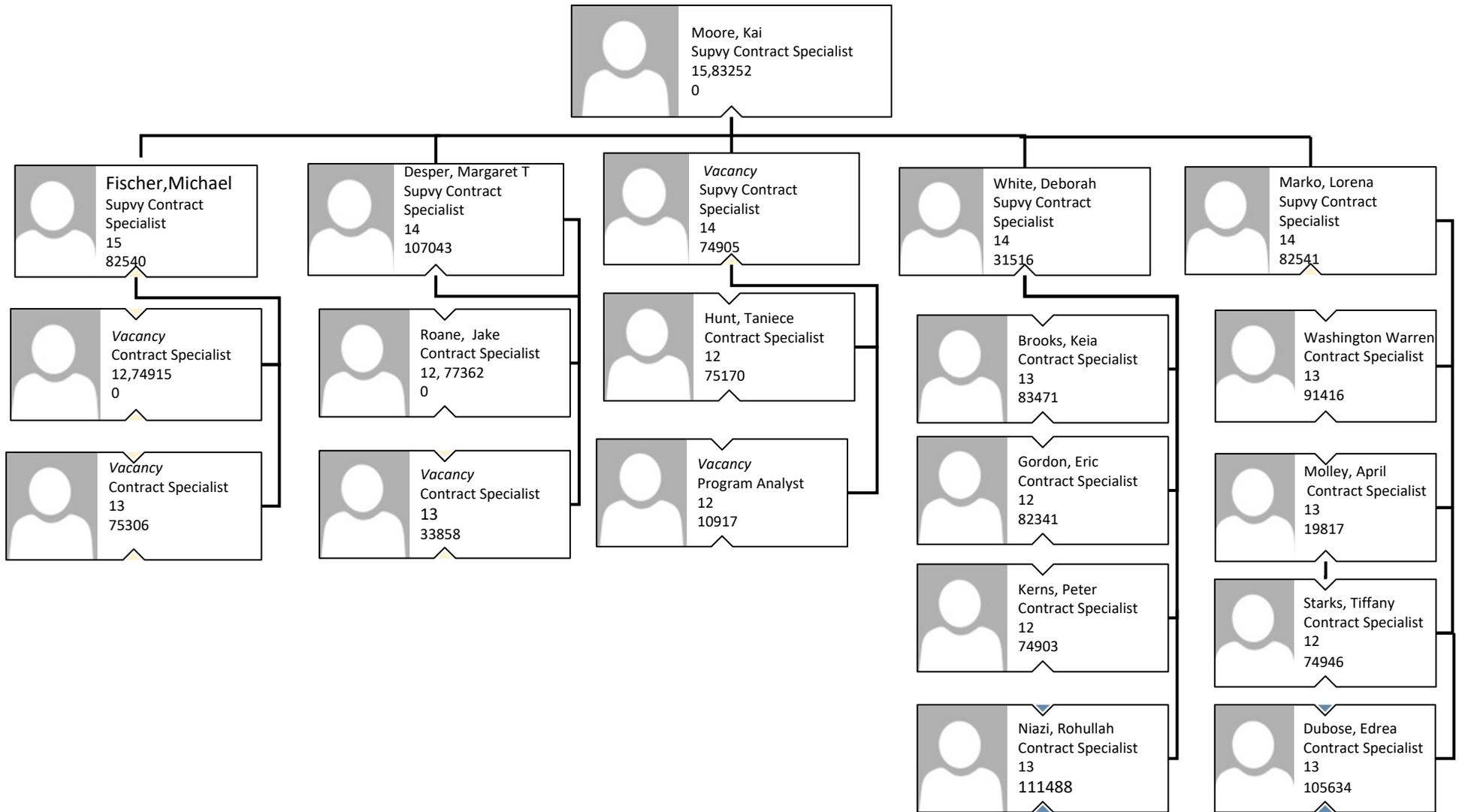


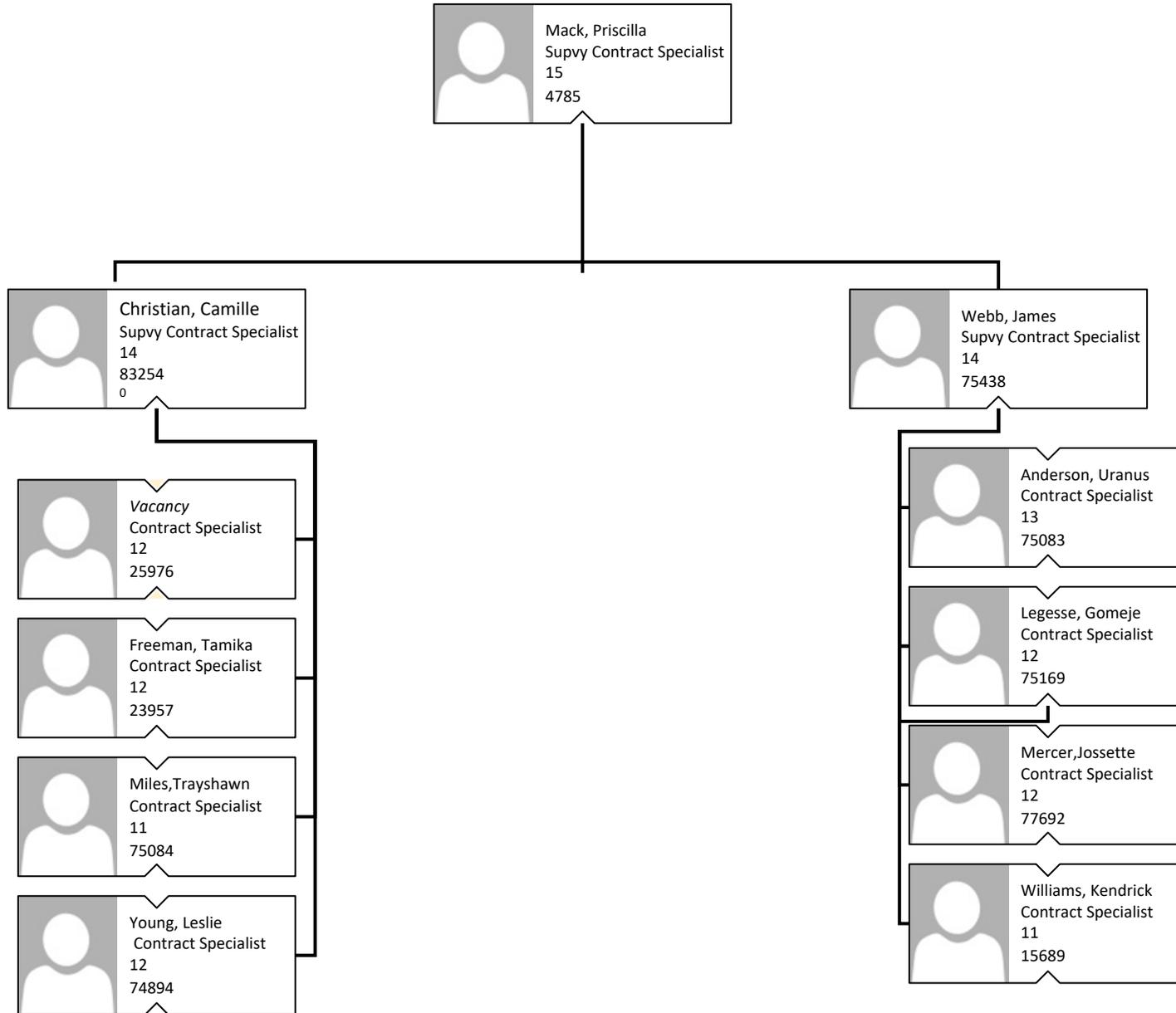














Attachment 2—Contract Workers Information

Program	Activity	Account	Position	Contractor Name	Filled or Vacant	Date Employment Began	Federal/Local Law	Federal or Local Law applicable to position	Entity from which they are contracted	Contracted Annual Cost
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Coordinator	Adam Jordan	Filled	11/18/19	N/A	N/A	Walton & Green Consultants	\$ 86,000.00
G0006(PROCUREMENT)	300216 (PROCUREMENT MANAGEMENT AND SUPPORT)	7131009 (PROF SERVICES FEES AND CONT)	Senior Requirements Engineer	Acan Zaidan	Filled	3/2/23	N/A	N/A	Serco/Mac	\$ 264,400.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Sr. Data Analyst	Auriana Deza	Filled	3/2/21	N/A	N/A	The Midtown Group	\$ 172,340.00
FUNDED BY THE CLIENT AGENCY (DOB)	FUNDED BY THE CLIENT AGENCY (DOB)	FUNDED BY THE CLIENT AGENCY (DOB)	Contract Specialist	Milan Bosker	Filled	12/18/25	N/A	N/A	Mindfades	\$ 118,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Coordinator	Darin Etra	Filled	9/8/25	N/A	N/A	Walton & Green Consultants	\$ 86,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Daryl Mabry	Filled	12/22/25	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Warehouse Coordinator	Daryl Covington III	Filled	4/14/25	N/A	N/A	Walton & Green Consultants	\$ 79,500.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Business Systems Analyst	Dennis Robinson	Filled	2/27/19	N/A	N/A	Computer Aid Inc	\$ 133,400.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Dwayne Pearson	Filled	10/30/19	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Elijah Lines	Filled	11/4/25	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Coordinator	George Han	Filled	1/5/20	N/A	N/A	Walton & Green Consultants	\$ 86,000.00
FUNDED BY THE CLIENT AGENCY (DOB)	FUNDED BY THE CLIENT AGENCY (DOB)	FUNDED BY THE CLIENT AGENCY (DOB)	Contract Specialist	Georgianna Greer	Filled	10/1/24	N/A	N/A	Mindfades	\$ 190,000.00
G0006(PROCUREMENT)	300217 (SYSTEMS, DATA & PERFORMANCE MANAGEMENT)	7131009 (PROF SERVICES FEES AND CONT)	Engineering Technician IV	Imani Mack	Filled	9/3/19	N/A	N/A	The Midtown Group	\$ 127,300.00
G0006(PROCUREMENT)	300216 (PROCUREMENT MANAGEMENT AND SUPPORT)	7131009 (PROF SERVICES FEES AND CONT)	Project Manager	Jason Yackelburg	Filled	11/20/23	N/A	N/A	Strategic Performance Outcomes	\$ 210,750.00
G0006(PROCUREMENT)	300216 (PROCUREMENT MANAGEMENT AND SUPPORT)	7131009 (PROF SERVICES FEES AND CONT)	Executive Project Manager	Byronie Robbins	Filled	8/4/19	N/A	N/A	Comar Systems, Inc.	\$ 341,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Kevin Carter	Filled	7/8/25	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Antonie Tomble	Filled	7/22/24	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Data Analyst	Memo Mendez	Filled	7/22/24	N/A	N/A	The Midtown Group	\$ 121,540.00
G0006(PROCUREMENT)	300217 (SYSTEMS, DATA & PERFORMANCE MANAGEMENT)	7131009 (PROF SERVICES FEES AND CONT)	Engineering Technician IV	Sandra Joseph	Filled	2/20/24	N/A	N/A	The Midtown Group	\$ 127,300.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Coordinator	Shane Arnewood	Filled	12/17/24	N/A	N/A	Walton & Green Consultants	\$ 86,000.00
AMP009(AGENCY MANAGEMENT)	30022 (CONTRACTING AND PROCUREMENT - GENERAL)	7132001 (CONTRACTUAL SERVICES - OTHER)	SharePoint Developer	Sekantb Tangedipatti	Filled	10/23/18	N/A	N/A	Computer Aid Inc	\$ 125,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Material Handler	Tykes Plummer	Filled	1/5/26	N/A	N/A	Walton & Green Consultants	\$ 62,000.00
G0006(BUSINESS RESOURCES)	300213 (SURPLUS PROPERTY)	7131009 (PROF SERVICES FEES AND CONT)	Warehouse Supervisor	William Scott	Filled	7/22/24	N/A	N/A	The Midtown Group	\$ 121,540.00

**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, marital 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.



**REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)**

<b>1</b>	<b>Labor negotiations.</b>
<b>2</b>	<b>Contacts between employee representatives and employees provided for in the negotiated grievance procedure.</b>
<b>3</b>	<b>Grievance meetings and arbitration hearings.</b>
<b>4</b>	<b>Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.</b>
<b>5</b>	<b>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.</b>
<b>6</b>	<b>Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.</b>
<b>7</b>	<b>Attendance at meetings between the Employer and the Union.</b>
<b>8</b>	<b>Attendance at agency recognized/sponsored activities to which the Union has been invited.</b>

**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).

**Section 8 - Safety Committees:**

A. A Safety Committee of three (3) representatives from AFSCME and three (3) representatives from the District is hereby established in each department/agency.

B. One (1) AFSCME and one (1) District representative shall each serve as co-chairpersons of the Committee. The Agency's Risk Management official shall serve on the Safety Committee as one of the Agency's representative.

C. The Safety Committee shall:

1. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meeting, labor and management must submit their respective agendas to each other at least five (5) days in advance;

2. Conduct safety surveys, consider training needs, and make recommendations to the agency/department head and the Office of Risk Management;

3. Receive appropriate health and safety training.

D. Final reports or responses from agency/department heads (or designees) shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

E. In departments/agencies where there is more than one Local Union, there shall be a safety committee for each Local Union, unless otherwise agreed upon.

F. Safety Committees may be reorganized upon agreement of both parties.

**Section 9 - Medical Qualification Requirements:**

The District agrees to abide by the provisions of Chapter 8, Sections 848.19 and 848.20 of the D.C. Personnel Regulations as published in the D.C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

**Section 10 - Light Duty:**

A. The District agrees to provide light duty assignments for Employees injured on the job to the extent that such light duty is available as follows:

1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairments and the type of light duty he or she is capable of performing.

2. The Employee will be given light duty assignments for which he or she is qualified, initially within his or her own Bureau or organizational unit. If light duty is not available within the Bureau or organizational unit, suitable work will be sought elsewhere in the department/agency.

3. Light duty assignments shall not normally extend beyond 45 working days. However, if there are no other requests for light duty, this period may be extended until such time as the request is made by another employee. Employees unable to perform their regularly assigned duties after the expiration of that time shall make application for disability compensation or exercise such other options as may be available to employees under the provisions of this Agreement or under law, and in accordance with paragraph 5 below.

4. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of earlier date of request.

5. When light duty is not available, an employee must return to full duty or seek compensation or retirement from appropriate channels, or other assistance as may be available in accordance with Section 9. In the event compensation or retirement is not approved, the employee may be required to take a fitness for duty examination and may be separated if (a) found unfit to perform or (b) found fit but refuses to report for full duty.

**Section 11 - Excessive Temperatures in Buildings:**

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the Employer. Administrative leave will be granted if authorized by the Mayor or his or her designee.

**Section 12 - Employee Health Services:**

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Law 2-139). Employee health services shall include such services as provisions for emergency diagnosis and emergency treatment of illness, physical examination including, but not limited to, pre-employment, fitness for duty or disability retirement evaluation; treatment of minor illness; preventive services; health information to assist employees to protect, conserve, and improve physical and mental health; and counseling and appropriate referrals to the D.C. Consultation and Counseling Service.

**Section 13 - Maintenance of Health Records:**

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31 of the D.C. Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information. Copies of rules relating to medical information will be made available to AFSCME.

**Section 14:**

A. The Employer agrees to follow Mayor's order 87-95 regarding ergonomic policy for use of video display terminals (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.

### **Section 3 - Sick Leave:**

#### **A. Requests:**

1. Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Employees shall request sick leave as far in advance as possible prior to the start of their regular tour of duty on the first day of absence.

2. Sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, and chiropractors for the purpose of securing diagnostic examinations, treatments and x-rays.

3. Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave unless such sick leave exceeds three work days continuous duration. However, if Management has given written notice to an employee that there is a good reason to believe that the employee has abused sick leave privileges, then the employee must furnish a doctor's certificate for each absence from work, which is claimed as sick leave regardless of its duration. The Union will encourage employees to conserve sick leave for use during periods of extended illness.

4. Advance sick leave requests will be given prompt consideration by the Employer consistent with Section 3(b) of this Article when the following provisions are met:

(a) The request must be submitted in writing and must be supported by acceptable medical certificates.

(b) All available accumulated sick leave to the employee's credit must be exhausted. The employee must use annual leave he/she might otherwise forfeit.

(c) In the case of employees serving under temporary appointments, or under probationary or trial periods, advance sick leave should not exceed an amount which is reasonably assured will be subsequently earned during such period.

(d) The amount of sick leave advanced to an employee's account will not exceed 240 hours at any time. Where it is known that the employee is to be separated, the total sick leave advanced may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(e) There must be a reasonable assurance that the employee will return to duty.

**B. Advance Sick Leave:** Advance sick leave may be granted to permanent or probationary employees in amounts not to exceed 240 hours. Furthermore, an employee may not be indebted for more than 240 hours of sick leave at any one time. Sick leave may be advanced to

employees holding a limited appointment or one expiring on a specific date, but not in excess of the total sick leave that would accrue during the remaining period of such appointment. In either case the employee request must be supported by a statement from his/her physician attesting that the employee has a serious disability or ailment and is incapacitated for duty and stating the period of time expected to be involved. The request should be denied only if the requirements of Section 3 (a) and (b) are not met or there is a reason to believe that the employee will not return to duty or that he/she has abused the sick leave privilege in the past.

C. All accrued and accumulated sick leave must be exhausted before the advance sick leave is credited. Accrued and accumulated annual leave may remain standing to the credit of employees. The Employer will use its best efforts to answer an employee's request for advanced sick leave within fifteen (15) working days. However, an employee is responsible for applying advance sick leave in writing as far in advance as possible. If the request is denied, the reasons for such denial shall be given in writing. Further, the employee will be given consideration for LWOP consistent with the provisions of personnel rules and regulations.

#### **Section 4 – Other Paid Leave:**

A. **Military Leave:** Full-time employees are entitled to leave as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code Section 1-612.03(m) and applicable rules and regulations and the Compensation Units 1 & 2 Agreement, which provide in part the following:

1. Members of the D.C. National Guard are entitled to unlimited military leave without loss of pay for any parade or encampment with the D.C. National Guard when ordered by the Commanding General, excluding weekly drills and meetings.

2. Additional military leave with pay will be granted to full-time employees who are members of the reserve components of the Armed Forces or the National Guard for the purpose of providing military aid to enforce the law for a period not to exceed 22 workdays per calendar year.

B. **Court Leave:** Employees shall be granted leave of absence with pay anytime they are required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government, in accordance with personnel rules and regulations.

C. **Voting Leave:** Where the polls are not open at least three hours either before or after an employee's regular hours of work, he/she may, upon request, be granted an amount of excused time which will permit him/her to report to work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. Leave for voting will be allowed in accordance with the personnel rules and regulations.

D. **Funeral Leave:** Funeral leave shall be granted in accordance with the Compensation Units 1 & 2 Agreement.

**E. Civic Duty:** Upon advance request and adequate justification employees required to appear before a court or other public body on public business in which they are not personally involved shall be granted leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

**F. Examinations:** Employees shall be excused without charge to leave in accordance with personnel rules and regulations for the purpose of taking an employment medical examination and examination for induction or enlistment in the active Armed Forces, a District Government owned vehicle operator examination, a civil service examination or other examination which his/her department has requested him/her to take in order to qualify for reassignment, promotion, or continuance of his/her present job, but not for the reserve Armed Forces. An employee shall also be excused without charge to leave for the purpose of taking an examination whenever, in the judgment of the Department or agency head, the District Government will benefit thereby. Absence from duty in order to take an examination primarily for the employee's own benefit and not connected to the District Government must be requested in accordance with the general leave provisions.

#### **Section 5 - Leave Without Pay:**

**A. General:** Leave of absence without pay for a limited period may be granted at the supervisor's discretion for a reasonable purpose if requested in advance in writing.

**B. Union:** Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the employee and the Union be granted a leave of absence without pay; provided the written request states the purpose and duration of the absence, and is submitted thirty (30) calendar days in advance of the commencement of the desired period of absence. If the Employer indicates that the requested leave will unduly hamper its operations, it may offer an alternative for consideration by the Union.

**C.** The initial leave of absence shall not exceed one (1) year. Leaves of absence for Union officials may be extended for similar periods. No more than one employee from a bargaining unit shall be on such extended leave at the same time.

**D. Parenthood Leave:** Maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor substantially in advance of the anticipated leave date. This period of absence shall be determined by the employee, her physician and her supervisor. Maternity leave is chargeable to sick leave or any combination of sick leave, annual leave, or leave without pay. Paternity leave may be granted for a period of up to two (2) weeks following childbirth, and may be extended at the supervisor's discretion. Such leave shall be a combination of annual leave or leave without pay.

**E.** Leave may be granted for a period of up to two (2) weeks to an employee who is adopting a child, with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual leave or leave without pay.

**F. Union Officer Leave:** Attendance at Union sponsored programs may be approved annual leave or leave without pay in accordance with normal leave practices unless Administrative Leave has been approved.

**G. Educational Leave:** After completing one (1) year of service an employee upon request may be granted a leave of absence for educational purposes provided that successful completion of the course will contribute to the work of the Department. The period of leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee is returning from educational leave during which he/she has acquired the qualification of a higher rated position he/she shall not have lost any of his/her rights in being evaluated for the higher graded position.

## **ARTICLE 17**

### **ADMINISTRATION OF OVERTIME**

#### **Section 1 -Distribution:**

Overtime work shall be equally distributed among employees. Specific arrangements for the equitable distribution of overtime shall be agreed to at Union Management Cooperation Meetings. Individual employee qualifications shall be considered when decisions are made on which employees shall be called for overtime work.

#### **Section 2:**

Management will solicit volunteers when overtime work is required. In the event a sufficient number of qualified volunteers are not available to perform the job functions, overtime work will be assigned to equally qualified employees in inverse order of seniority, unless a different system is worked out on a local-by-local basis. Instances of hardship should be presented to the supervisor and shall be considered on a case-by-case basis.

## **ARTICLE 18**

### **WAGES**

#### **Section 1:**

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled payday is a holiday, the preceding day shall be the payday. If, for any reason, an employee's paycheck is not available on the prescribed day, or if it does not reflect the full amount due, that employee will be paid as quickly thereafter as is possible, and under no circumstances will he or she be required to wait 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:**

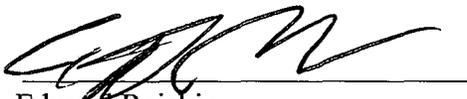
This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (Section 1-617.15(a), D.C. Official Code, 2001 Edition). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30th day of September, 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:**

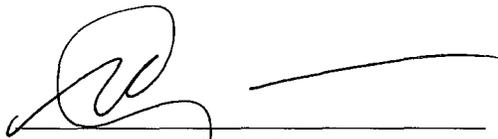
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered 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**



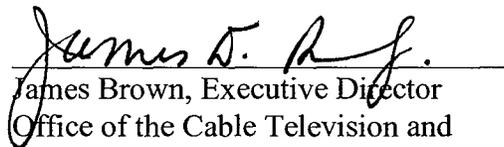
Edward Reiskin  
Interim City Administrator/  
Deputy Mayor for Public Safety  
And Justice



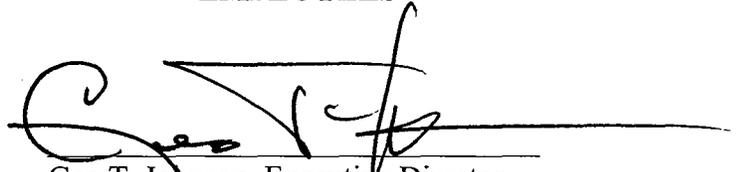
Natasha Campbell, Esq.  
Supervisory Attorney Advisor  
Office of Labor Relations  
and Collective Bargaining

  
\_\_\_\_\_  
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

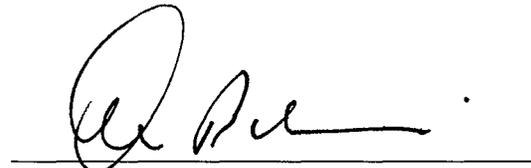
**FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**



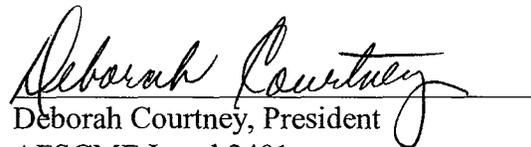
Geo T. Johnson, Executive Director  
AFSCME District Council 20

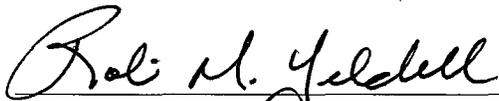


James E. Ivey, President  
AFSCME District Council 20 and  
AFSCME Local 2091

  
\_\_\_\_\_  
Al Bilik, Executive Assistant  
AFSCME District Council 20

Brenda Featherstone, President  
AFSCME Local 1200

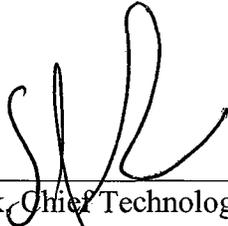
  
\_\_\_\_\_  
Deborah Courtney, President  
AFSCME Local 2401



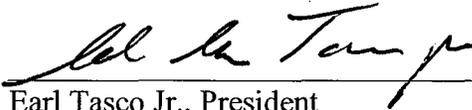
Robin Yeldell, Labor Liaison  
Office of Cable Television and  
Technology



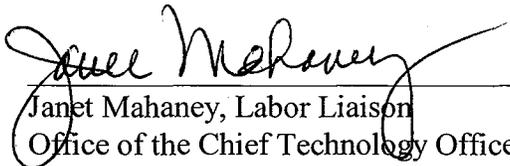
Cliff Dedrick, President  
AFSCME Local 2743



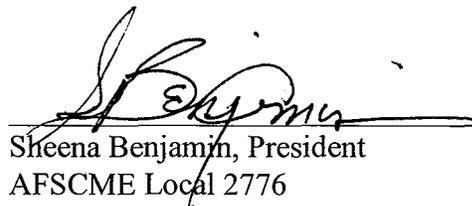
Suzanne Peck, Chief Technology Officer  
Office of the Chief Technology Officer



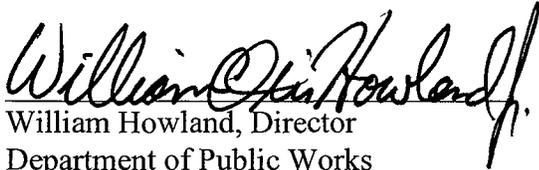
Earl Tasco Jr., President  
AFSCME Local 2092



Janet Mahaney, Labor Liaison  
Office of the Chief Technology Officer



Sheena Benjamin, President  
AFSCME Local 2776



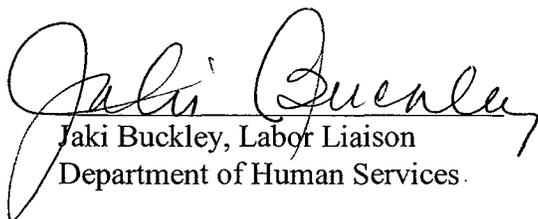
William Howland, Director  
Department of Public Works



Bertha Guerra, Labor Liaison  
Department of Public Works



Brian Wilbon, Interim Director  
Department of Human Services



Jaki Buckley, Labor Liaison  
Department of Human Services

Eugene A. Adams  
Eugene Adams, Acting Attorney General  
Office of the Attorney General

Patricia Higgins  
Patricia Higgins, Labor Liaison  
Department of Health

Gail Elkins Davis  
Gail Elkins Davis, Labor Liaison  
Office of the Attorney General

Dr. Gregg Fane  
Dr. Gregg Fane, Director  
Department of Health

Bernadine Booker-Brown  
Bernadine Booker-Brown, Labor Liaison  
Department of Health

Thomas Hampton  
Thomas Hampton, ~~Director~~ *Commissioner*  
Department of Insurance, Securities  
and Banking

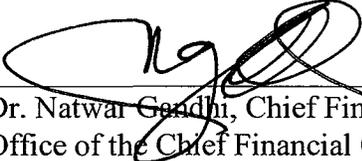
Patricia Haylock  
Patricia Haylock, Labor Liaison  
Department of Insurance, Securities  
and Banking

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Dr. Patrick Canavan, Director  
Department of Consumer and  
Regulatory Affairs

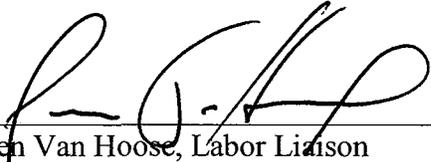
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Deborah Bonsack, Labor Liaison  
Department of Consumer and  
Regulatory Affairs



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Dr. Natwar Gandhi, Chief Financial Officer  
Office of the Chief Financial Officer



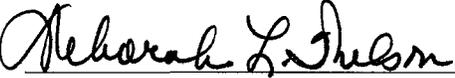
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Ben Van Hoose, Labor Liaison  
Office of the Chief Financial Officer



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Uma Ahluwalia, Interim Director  
Child and Family Services Agency



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Debra Wilson, Labor Liaison  
Child and Family Services Agency

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**THE DISTRICT OF COLUMBIA,**

**AND**

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

**EFFECTIVE THROUGH SEPTEMBER 30, 2026**

**PART I:  
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**PREAMBLE**

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

**ARTICLE 1  
RECOGNITION**

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

**ARTICLE 2  
WAGES**

**SECTION A – FY 2024:**

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2023.

**SECTION B -- FY 2025:**

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2024.

**SECTION C -- FY 2026:**

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2025.

**SECTION D**

Consistent with DC law, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by the D.C. Council (or when it otherwise takes effect pursuant to D.C. Official Code § 1-617.17(j)) shall receive the respective retroactive pay as a result of the wage increases in the salary schedules above. Any employees who retired during the period beginning on the effective date of the increase and ending on the date of approval by the Council (or when this Compensation Agreement otherwise takes effect pursuant to D.C. Official Code § 1-617.17(j)) on the increase shall also receive the retroactive pay.

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

**ARTICLE 2A  
PAY FOR PERFORMANCE BONUSES**

**SECTION A – FY 2024:**

Each employee who receives an “Excellent” or substantially similar rating or higher rating for the evaluation period ending August 31, 2023, shall receive a two percent (2%) bonus. Upon approval of this agreement by the D.C. Council (or when this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)), bonus payments shall be paid to each qualified employee within as soon as possible but no later than ninety (90) days after Council’s approval (or when this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)). If Employer has not conducted a performance review for an employee by December 31, 2023, the employee shall be entitled to the bonus amount for FY 2024, established by the rating in the most recent annual performance evaluation, if any.

Consistent with DC law, eligible bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by the D.C. Council (or the date on which this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)) shall receive the bonus for FY 2024 under this section. Any employees who received an Excellent or substantially similar rating or higher rating for the evaluation period ending August 31, 2023, who subsequently retired on or before the date of approval by the Council (or the date on which this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)) on the increase shall also receive the bonus.

**SECTION B – FY 2025:**

Each employee who receives an “Excellent” or substantially similar rating or higher rating for the evaluation period ending August 31, 2024, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2024, and in no event later than March 31, 2025. If Employer has not conducted a performance review for an employee by December 31, 2021, the employee shall be entitled to the bonus amount for FY 2025, established by the rating in the most recent annual performance evaluation, if any.

**SECTION C – FY 2026:**

Each employee who receives an “Excellent” or substantially similar rating or higher rating for the evaluation period ending August 31, 2025, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2025, and in no event later than March 31, 2026. If Employer has not conducted a performance review for an employee by December 31, 2025, the employee shall be entitled to the bonus amount for FY 2026, established by the rating in the most recent annual performance evaluation, if any.

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

Attorneys who are required to work on any Saturday, Sunday or holiday to provide court coverage will receive time and a half pay for all hours worked on any Saturday and double time pay on any Sunday or holiday. Disbursements for Saturday, Sunday and holiday pay will not exceed \$150,000.00 for any fiscal year of this Agreement. After disbursements reach \$150,000.00 in any one fiscal year, attorneys who are required to work on Saturdays, Sundays or holidays to provide court coverage for the remainder of that fiscal year will receive compensatory time for the number of hours actually worked at the applicable rate stated in this Article.

**ARTICLE 3**  
**BENEFITS COMMITTEE**

**SECTION A – General:**

The parties herein agree to establish a new, or expand an existing, Benefits Committee for the purpose of addressing the benefits of bargaining unit employees represented by the Union. The Union shall select one representative, and one alternate, to serve on the committee. The Benefits Committee shall meet at least twice during the 6-month period immediately prior to the expiration of any of the District of Columbia contracts for benefits implicated herein.

**SECTION B – Purpose:**

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

**SECTION C – Responsibilities:**

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

1. Monitor the quality and level of services provided to bargaining unit employees under existing Health, Retirement, Optical, Life, Disability, Indemnity and Dental Insurance Plans.
2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life,

Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Title 1, Chapter 6, Subchapter XXI.

**SECTION D – Maintenance of Benefits:**

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

**SECTION E – Additional Benefits:**

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

**ARTICLE 4  
BENEFITS**

Except as otherwise provided in this Agreement, the Parties hereby incorporate the following specific benefits provided under the Compensation Agreement between the District of Columbia Government and Compensations Units 1 and 2, FY 2022 – FY 2025.

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

**SECTION A – Life Insurance:**

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

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

District of Columbia Official Code §1-622.01 requires that benefits shall be provided as

set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

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

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

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

Option C – Family. Provides \$10,000 coverage for the eligible spouse and \$10,000 for each eligible child; \$25,000 coverage for eligible spouse and \$10,000 for each eligible child; or \$50,000 coverage for eligible spouse and \$10,000 for each eligible child. Cost determined by age.

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

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

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

1. Pursuant to D.C. Official Code § 1-621.02, all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance provided by the District of Columbia. Health insurance coverage shall provide a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. District employees are required to execute an enrollment form in order to participate in this program.

(a) The Employer may elect to provide additional health care insurance providers for employees employed after September 1, 1987, provided that additional insurance providers do not reduce the current level of benefits provided to employees. If the Employer decides to expand or reduce the list of eligible insurance providers, the

Employer shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

(b) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The Employer shall contribute 75% of the premium cost of the employee's selected plan.

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

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Plan summaries and the full plans will be available on the DCHR website. Where the full plan is not posted a link to the plans will be provided on the DCHR website.

**SECTION C – Optical and Dental:**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement. District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

3.

**SECTION D – Short and Long Term Disability:**

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

2. Short and Long Term Disability Benefit levels shall not be decreased or revised during the term of this Agreement without the express written consent of the Union.

3. The District may elect to provide additional Short and/or Long Term Disability coverage providers, provided that additional insurance providers do not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand or

reduce the list of eligible disability insurance providers, the District shall give the Union notice of the additions or reductions after the award but prior to implementation.

**SECTION E – Indemnity Benefits:**

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

**SECTION F -- Annual Leave:**

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

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three (3) years of service (accruing a total of thirteen (13) annual leave days per annum);

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

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

2. Part-Time employees who work on a prearranged scheduled tour of duty are entitled to earn leave as provided above on a pro rata basis.

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

4. An employee's request to use annual leave shall not be unreasonably denied.

**SECTION G – Sick Leave:**

1. In accordance with District of Columbia Code §1-612.03, a full-time employee covered by the terms of this Agreement may accumulate up to thirteen (13) sick days which accrues on the basis of four hours for each full biweekly pay period, and may accumulate up to thirteen (13) days in a calendar year.

2. In the case of part-time employment, the rate at which leave accrues under this subsection shall be a percentage of the rate prescribed above which is determined by dividing 40 into the number of hours in the regularly scheduled work week of that employee during that fiscal year.

3. An employee may use sick leave to:

- (a) Seek medical attention and/or recover from illness or injury;
  - (b) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;
  - (c) Provide care for a family member as a result of medical, dental, or optical examination or treatment;
  - (d) Provide care for a foster child or a prospective or newly adopted child in the employee's care; or
  - (e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking, domestic violence or sexual abuse as provided for under D.C. Official Code § 32-131.02(b)(4).
4. An employee's request to take sick leave shall not be unreasonably denied.

**SECTION H – Other Forms of Leave:**

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

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).

3. **Funeral Leave:**

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

4. Administrative Closing – An employee who has previously scheduled leave for a day (or portion of a day) on which the District of Columbia or the Office of the Attorney General closes by order of the Mayor or the Attorney General shall not be charged leave for that day, or portion of the day, that the District agency is closed.

5. Back-to-School Leave – Subject to the discretion of an individual’s manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee’s leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee’s individual manager shall make every effort to grant requests for excused absences on the first day; however, the granting of all such requests may not be feasible if it results in disruption of public services provided by the administration. Accordingly, when an employee cannot be granted an excused absence on his or her child’s first school day, he or she shall be given an excused absence of 2 hours during the first week of school or as soon thereafter as practicable, in order to assist his or her child in preparing for an attending school.

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

**SECTION I – Pre-Tax Benefits:**

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

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

**SECTION J – Retirement:**

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

- (a) Age 55 and 30 years of service;

(b) Age 60 and 20 years of service;

(c) Age 62 and 5 years of service.

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

(a) Age 50 and 20 years of service;

(b) Any age and 25 years of service.

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

**3. DEFINED CONTRIBUTION PENSION PLAN:** The District shall continue the Defined Contribution Pension Plan currently in effect which includes:

(a) All eligible employees hired by the District on or after October 1, 1987, shall be enrolled into the defined contribution pension plan as prescribed by D.C. Official Code § 1-626.09.

(b) After the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan. There is no employee contribution to the Defined Contribution Pension Plan. After two years of plan participation, an employee is entitled to 20% of the account. After three years of plan participation, an employee is entitled to 40% of the account. After 4 years of plan participation, an employee is entitled to 60% of the account. An employee is fully vested after five years of plan participation and is entitled to 100% of the account.

**4. DEFERRED COMPENSATION PROGRAM:** All District employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program described in Section 1-626.05 and related Chapters of the D.C. Official Code. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees may choose from various fixed or variable rate investment options.

**SECTION K – Holidays:**

1. The following legal public holidays are provided to all employees covered by this Agreement:

(a) New Year's Day, January 1st of each year;

- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) D.C. Emancipation Day, April 16<sup>th</sup> of each year;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Juneteenth Independence Day, June 19<sup>th</sup> of each year;
- (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.

2. Any other legal public holiday observed by the District and any other day declared a holiday for District workers by the President, Congress, or the Mayor will also be granted to employees covered by this Agreement (together, the holidays described in this section are referred to as Holidays throughout this Agreement). When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

**SECTION L – Benefits Levels:**

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

**ARTICLE 5  
COMPENSATORY TIME**

**SECTION A:**

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

**SECTION B:**

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

- Extraordinary assignments
- Scheduled or special events
- Travel time outside normal work hours

**SECTION C:**

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

**ARTICLE 6  
METRO PASS/MONTHLY TRANSIT SUBSIDY**

The District of Columbia Government shall subsidize the cost of monthly Washington Metropolitan Area Transit Authority (WMATA) transit passes or farecards, that can be used to pay for MARC and VRE, for personal use by employees by fifty dollars (\$50.00) per month for actual transportation expenses incurred by employees who use such passes or farecards to commute to and from work (Metro Transit Benefit); provided, however, that any unused portion of the monthly Metro Transit Benefit will roll over from month to month for employees who access the benefit. Any accumulated Metro Transit Benefit not accessed by the end of the calendar year will revert back to the District of Columbia Government. In the event that the District provides additional transit subsidies that exceed fifty dollars (\$50.00) per month to any District employees in the Career Service as an enhanced benefit, the Parties agree to reopen this Agreement for the express purpose of incorporating the same or substantially similar benefit to the Union.

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

**SECTION A – Parking Spaces:**

Three (3) parking spaces shall be set aside from among those allocated to the Office of the

Attorney General in the underground parking garage at 400 6th Street, NW, Washington, D.C. 20001 for use by bargaining unit members as determined by the Union. The parking spaces shall be funded by the Union. The parking rate payable by the Union will not exceed the rate applicable to the parking spaces allocated to the Office of the Attorney General. The Union, within its sole discretion, may utilize one or more of its allocated spaces from time to time to provide short term parking for its members. Upon request, the Union shall notify the Employer which employees are authorized to use the Union parking spaces.

**SECTION B – Mileage Allowance:**

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

**SECTION C – Use of Personal Vehicles:**

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

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 et seq.).

**SECTION D – Reimbursement for Use of Personal Vehicles:**

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

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

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

**SECTION F – Metro Fare Cards:**

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

**SECTION G – Availability of Fleet Vehicles:**

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

**ARTICLE 8  
SICK LEAVE INCENTIVE PROGRAM**

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

**SECTION A – Accrual:**

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

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

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

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

**Commented [BM1]:** Is this intended to mean that the employee is in non-pay status for the entirety of the pay period or that the employee has some non-pay status reflected in at least part of the pay period, e.g., LWOP for two days within a two-week pay period? What if they are in non-pay status for 9 out of 10 days of a pay-period but not for literally all 10 days?

**SECTION C – Procedure for Use of Time Accrued:**

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

granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

**SECTION D – Use of Time Accrued:**

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

**SECTION E – Part Time Employees:**

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

**ARTICLE 9  
ANNUAL LEAVE BUY-OUT**

**SECTION A – Payment for Annual Leave:**

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

**SECTION B – Computation:**

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

**ARTICLE 10  
BACK PAY**

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

**ARTICLE 11  
WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS**

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

1. Steps 2, 3, 4 and 5: fifty-two (52) calendar weeks of creditable service;
2. Steps 6, 7, 8, 9 and 10: one hundred and four (104) calendar weeks of creditable service.

**ARTICLE 12  
GRIEVANCE AND ARBITRATION PROCEDURES**

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

**ARTICLE 13  
SAVINGS CLAUSE**

**SECTION A:**

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

**SECTION B:**

To the extent consistent with the Contract Clause of the United States Constitution, the terms of this Agreement shall supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein for the term of this agreement.

**ARTICLE 14  
DURATION AND FINALITY**

**SECTION A -- Effective Date:**

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act ,D.C. Official Code, § 1-617.15(a). 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(j)) and shall remain in full force and effect until September 30, 2026, or until a new compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i).

**SECTION B – Finality:**

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

**ARTICLE 15**  
**INCORPORATION OF NON-COMPENSATION AGREEMENT**

The terms and conditions of the Non Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective through September 30, 2026 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions of this Compensation Agreement shall control to the extent of any inconsistency.

**PART II:  
WORKING CONDITIONS**

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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 (collectively with OAG referred to herein as “Employer”), except employees excluded under D.C. Official Code § 1-617.09(b). PERB Case No. 01-RC-03; Certification No. 121; PERB Case No. 01014-RC-0301, Certification No. 121, 133 (April 19, 2005).
- B. AFGE Local 1403 is recognized as the sole and exclusive bargaining representative for the bargaining units set forth in PERB Certification No. 121 and PERB Certification No. 133.

**ARTICLE 2  
LABOR-MANAGEMENT RELATIONS**

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

- A. The Union and the OAG shall continue the existing OAG Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and OAG representatives.
- B. The purpose of the OAG LMC, which shall meet monthly unless canceled in advance by the chairs, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Employer within the framework of this Agreement.

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

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

- A. The Union and the Mayor's Office of Legal Counsel (MOLC) shall continue the existing Labor-Management Committee (LMC) that will consist of an agreed upon number of Union and MOLC representatives.
- B. The purpose of the MOLC LMC, which shall meet quarterly, is to provide a forum for the exchange of views on working conditions, terms of employment, risk assessment, matters of common interest or other matters, which either party believes will contribute to improvement in the relations between the Union and the Mayor within the framework of this Agreement.
- C. Performance evaluation appeals, grievances and disciplinary matters shall not be the subject of discussions at these meetings, nor shall the meeting be for any other purpose, which would modify, add to or detract from the provisions of this Agreement. The Committee shall adopt rules for meetings including rules for notices, agendas, times and locations.

**Section 2 – Subcommittees:**

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

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

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

**Section 4- Labor-Management Meetings:**

- A. In mutual recognition of the parties' joint desire to discuss and resolve matters of concern at the lowest possible level, the Union steward and first-level supervisor, should meet periodically for the purpose of meaningful consultation and communication on the problems and policies of the organization in their working unit, and if appropriate, the steward may meet with supervisors of a higher level. Such meetings between supervisors and stewards shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.
- B. Appropriate representatives from the Union and Employer shall meet at either party's request to discuss problems concerning the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion one (1) day before the meeting,

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

**Section 5 - Organizational Changes:**

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

**Section 6 – Risk Assessment:**

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

**ARTICLE 3  
ADMINISTRATION OF LEAVE**

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

**ARTICLE 4  
ALTERNATIVE WORK SCHEDULES**

**Section 1 – Fair Labor Standards Act:**

Attorneys are exempt 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 2 Alternative Work Schedules/Teleworking:**

The following three types of Alternative Work Schedules (AWS) for covered employees include: (1) a Flexible Work Schedule, (2) a Compressed Work Schedule, and (3) a Teleworking Schedule, including Ad Hoc (or situational) teleworking.

Employees participating in teleworking plans must be accessible and available during their entire tour of duty and for recall to physically appear in the office. Employees 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.

The Union shall be given advance notice when new or revised 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 3 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 agency head. 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.

**ARTICLE 5  
EMPLOYEE ASSISTANCE PROGRAM**

**Section 1 – General:**

The parties recognize that alcoholism, drug abuse, and emotional and mental illness are health problems that may affect job performance. To this end, the Employer will, at least annually, make employees aware of the District's Employee Assistance Program (DPM Chapter 20B, Section

2050, EAP) and available services provided under it. The provisions of the DPM govern except as provided below.

**Section 2 - Use of Sick Leave:**

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

**ARTICLE 6  
UNION STEWARDS/OFFICIAL TIME**

**Section 1 - Number of Stewards:**

- A. The Union may designate, other than the Chief Steward, no more than five (5) stewards, or one (1) steward for every fifty (50) bargaining unit employees, whichever is greater.
- B. The Union will endeavor, whenever possible, to limit the number of Union Representatives working in the same division, to a number that will not cause a significant work disruption in that work unit.

**Section 2 - Designation of Representatives:**

- A. Union Officers, Stewards and Other Representatives
  - 1. Union Officers and Stewards: The Union agrees to provide the Employer and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written list of its officers and stewards within two (2) workdays after the date this Agreement is executed and within five (5) working days after each general election.
  - 2. Other Representatives: The Union will also notify the Employer and OLRCB, in writing, of other Union representatives who may request official time, along with a description of their individual Union assignments.
- B. Changes in the list will be submitted to the Employer's designated official(s) at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If a Union official is not on the list of designated representatives and is needed prior to the two (2) days notice, the Union President shall notify the Employer's designated official(s) by phone and/or e-mail before the official will be recognized. The Employer shall recognize any Union official designated pursuant to this section.
- C. The Employer will not recognize any Union official or representative who is not listed as required or for whom notification was not provided in accordance with this section.
- D. Except where explicitly provided, this Agreement shall not be interpreted in any manner that interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.

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

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

### **Section 3 - Performance Appraisals:**

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

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

### **Section 4 - Official Time for Representational Activity:**

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

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

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

- (1) collective bargaining negotiations;
- (2) discussions with Employer representatives concerning personnel policies, practices, and matters affecting working conditions;
- (3) any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under this Agreement;
- (4) grievance meetings and arbitration hearings;
- (5) a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
- (6) any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representative of the employee;
- (7) any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
- (8) attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action;
- (9) informal consultation meetings between the Employer and the Union;
- (10) conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;
- (11) attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;
- (12) attendance at labor-management committee meetings or other joint labor-management cooperative efforts;
- (13) attendance at Employer recognized or sponsored activities to which the Union has been invited;
- (14) attendance at public hearings of the District of Columbia City Council or other legislative/administrative bodies of the District or federal government relating to matters that affect either the Employer or labor relations/labor matters in the District of Columbia that impact or may impact the Union;

- (15) necessary travel to any of the activities listed above;
  - (16) training related to the representational functions of Union officials and stewards which the parties agree is to their mutual benefit and for which management is given notice and provided with an agenda and course description; and
  - (17) new employee orientation meetings.
- C. Official time shall not include time spent on internal Union business, including, but not limited to:
- (1) Attending Local, Regional, or National Union meetings;
  - (2) Soliciting members;
  - (3) Collecting dues;
  - (4) Posting notices of Union meetings; administering elections;
  - (5) Preparing and distributing internal Union newsletters or other such internal documents; and,
  - (6) Internal Union strategy sessions, except for representational functions.

**Section 5 - Requesting Official Time:**

- A. All use of official time by any Union officer, official, steward or other representative must be recorded on the Employer-approved Official Time Report Form and submitted on a monthly basis to Employer's designee.
- B. Official time for Union representatives should be requested on the approved "Official Time Report" form. The Union representative will request authorization for official time from his or her supervisor in advance and as is consistent with workload requirements except when circumstances do not allow for advance approval (e.g., unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews; or circumstances where the employee might be subject to discipline). Failure to properly request and obtain approval of official time may result in disciplinary action depending on the circumstances.
- C. All advance requests for official time are understood to be estimates.
- D. If a request for official time is denied, the manager or supervisor refusing such permission shall give the reasons for refusal in writing to the individual who was so denied, if the individual involved makes such a request.
- E. Employee Union representatives, except the Union President, in light of his 50% reduced caseload, Vice President #1, in light of his or her 20% reduced caseload, and Vice President #2, in light of his or her 15% reduced caseload, will complete the "Official Time Report" form (attached to

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

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

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

**Section 6:**

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

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

**Section 7:**

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

**ARTICLE 7  
UNION USE OF EMPLOYER FACILITIES AND SERVICES**

**Section 1:**

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

**Section 2:**

Employer workforce, 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 AFGC 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 a 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 the employee's 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 avoid the displacement of bargaining unit employees caused by a privatization contract to perform work that has been traditionally and regularly performed by bargaining unit employees. Decisions regarding contracting out are areas of discretion of the Employer. 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.

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

**Section 4 – Annual Notification of Annual Dues Amount:**

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

**Section 5 – Cost of Processing:**

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

**Section 6 – Hold Harmless:**

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

**Section 7:**

Payment of dues shall not be a condition of employment.

**Section 8:**

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

**Section 9:**

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

**ARTICLE 14  
TERM EMPLOYEES**

**Section 1:**

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

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

C. To the extent not inconsistent with District or Federal law and regulations, the Employer shall use its best efforts, to convert term bargaining unit employees (“NTE employees”) to permanent 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.

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 permanent status.

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

Management shall give full consideration for the competitive appointment of the most qualified NTE employee for any permanent vacancy in a legal services section or subordinate agency, provided that the NTE employee has:

1. Substantially similar, or greater, experience relevant to the vacant position in that section or subordinate agency, respectively;
2. A successful rating or its equivalent on the most recent performance appraisal, and;
3. More than 24 months of continuous service.

**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., 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 the employee's 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 the employee's federal statutory rights, including the employee's 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 the employee's rights, the employee cannot submit the employee's 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).

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

**ARTICLE 18  
FITNESS FOR DUTY**

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

**ARTICLE 19  
REQUESTS FOR INFORMATION**

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

**ARTICLE 20  
EMPLOYEE USE OF INFORMATION TECHNOLOGY**

**Section 1 – New Technology:**

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

**Section 2 – Electronic Mail Use:**

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

**Section 3 – Internet Access and Use:**

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

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

**Section 4 – Telephone Use:**

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

**Section 5 – Privacy:**

Except as provided generally under current, written, and published D.C. Government policies, the Office of the Attorney General, the MOLC, and any District agency subordinate to the Mayor shall not monitor employee email, telephone, or internet use, unless it has good cause to do so. 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 a one (1) year period of leave as sabbatical. Attorneys who elect to take a sabbatical will return to a comparable position with the OAG or the District agency in which they worked prior to the sabbatical.

**Section 1 – Process:**

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

**Section 2 – Supervisor’s Authority:**

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

**Section 3 – Potential Loss of Benefits and Insurance Premiums:**

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

**ARTICLE 24  
PROMOTIONS AND CLASSIFICATION ISSUES**

**Section 1: Promotions Policy**

It is the policy to reward well-deserving attorneys in the Legal Service for sustained exemplary performance. This Article sets forth the process and criteria for all attorney promotions.

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

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

An attorney is not eligible for promotion if the attorney receives a rating of “Needs Improvement” or “Fails Expectations” overall, or in any category.

Attorneys will be advised during the relevant appraisal process whether or not they have been recommended for promotion. A copy of the recommendation shall be sent to the Union.

### **Section 3 - Promotions to Grades 14 and 15**

#### **A. Criteria**

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

##### **1. Consistent Superior Performance**

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

##### **2. Demonstrated Specialized Expertise or Professional Distinction**

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

##### **3. Satisfactory Handling of Increasingly More Complex Work**

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

##### **4. Time-In-Grade**

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

##### **5. Other Criteria**

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

#### **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.

**Section 5 - Job Qualifications:**

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

**Section 6 - 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, and Reimbursements:**

A. Employer agrees to use its best efforts to ensure that pay increases resulting from step increases, promotions, and future salary increases, are paid on the effective date but no later than two (2) pay periods following the effective date of the increase. To this end, Employer shall 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.

B. Employer agrees to use its best efforts to ensure that retroactive salary increases and retroactive bonuses for performance are paid within 60 days of Council's approval of this Agreement (or when this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)). To this end, Employer shall use its best efforts to ensure that paperwork needed to implement such increases is completed after Council approval of the Agreement (or when this agreement otherwise takes effect pursuant to D.C. Official Code § 1- 617.17(j)) and shall process the retroactive salary increases as expeditiously as possible, to avoid or minimize any delay in implementation.

**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 reinstating a grievance at a later date.

**Section 13 – Exclusions:**

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

**ARTICLE 29  
DISCIPLINE AND DISCHARGE**

**Section 1 -- Disciplinary Actions:**

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

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

1. Threatens the integrity of government operations;
2. Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or
3. Is detrimental to public health, safety, or welfare.

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

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

**Section 2 -- Appeal Procedures:**

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

**Section 3 -- Stay of Disciplinary Action:**

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

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

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

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

**Section 5 -- Time Limits:**

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

**Section 6 -- Extension of Time Limits:**

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

**Section 7 -- Substitution of Binding Arbitration Procedures:**

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

**ARTICLE 30  
SAVINGS CLAUSE**

**SECTION 1:**

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

**SECTION 2:**

To the extent consistent with the Contract Clause of the United States Constitution, the terms of this Agreement shall supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation covered herein for the term of this agreement.

**ARTICLE 31  
INCORPORATION OF COMPENSATION AGREEMENT TERMS**

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

**ARTICLE 32  
DURATION AND FINALITY**

**Section 1 -- Effective Date**

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

**Section 2 – Finality**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 and in witness to this Agreement, the parties hereto set their signatures.

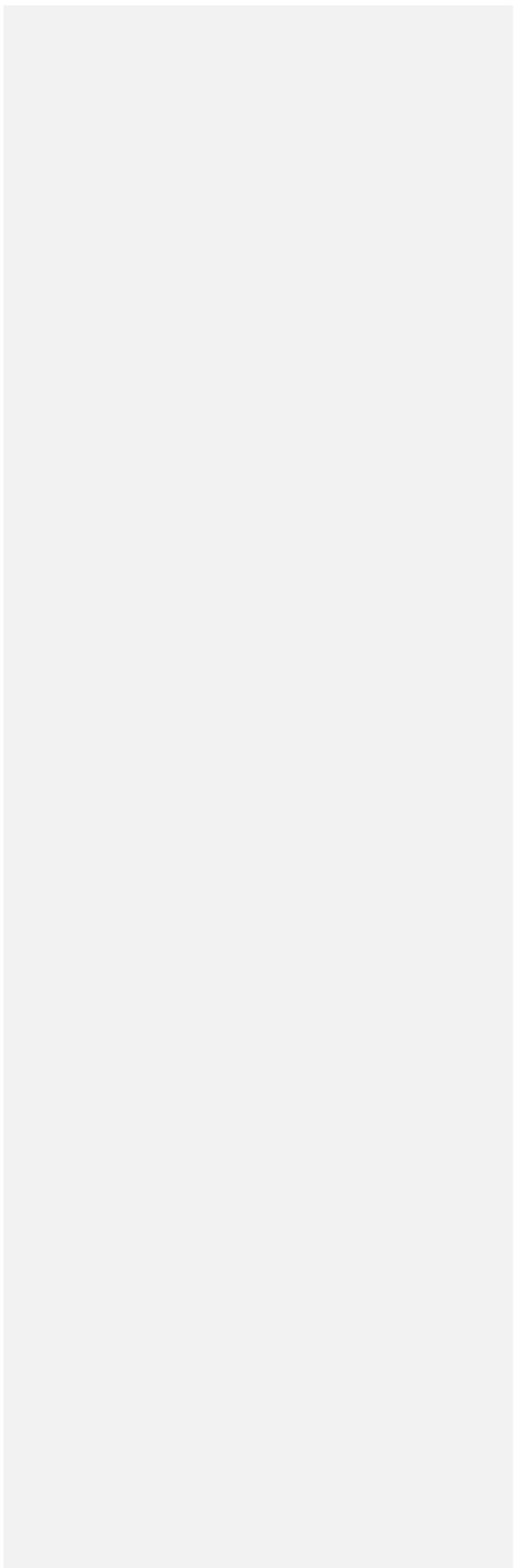
**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

**FOR THE AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
LOCAL 1403**

\_\_\_\_\_  
**Eugene Adams, Director  
Mayor's Office of Legal Counsel**

\_\_\_\_\_  
**Aaron Finkhousen, President  
AFGE, Local 1403**

\_\_\_\_\_  
**Brian L. Schwalb, Attorney General  
Office of the Attorney General**



On this \_\_\_\_ day of \_\_\_\_\_, 2024 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**

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

\_\_\_\_\_  
**Anne Hollander, Chief Negotiator  
AFGE, Local 1403**

\_\_\_\_\_  
**Vanessa Natale, Deputy Director  
Mayor’s Office of Legal Counsel**

\_\_\_\_\_  
**Rebecca Barnes, Vice President  
AFGE, Local 1403**

\_\_\_\_\_  
**Marta M. Paravano, Chief Operating Officer  
Office of the Attorney General**

\_\_\_\_\_  
**Edward Rich, Acting Vice President  
AFGE, Local 1403**

\_\_\_\_\_  
**Rachel Noteware, Associate Director  
Mayor’s Office of Legal Counsel**

\_\_\_\_\_  
**Freddie D’Ateno, Chief Human Resources Officer  
Office of the Attorney General**

\_\_\_\_\_  
**De’Yan Harris, Esq. Attorney Advisor  
Office of Labor Relations & Collective Bargaining**

\_\_\_\_\_  
**Kevin Maurice Stokes, Supervisory Attorney Advisor  
Office of Labor Relations & Collective Bargaining**

**APPROVAL**

This collective bargaining working conditions agreement between the District of Columbia and the bargaining units represented by AFGE, Local 1403, dated \_\_\_\_\_, has been reviewed in accordance with Section 1-617.15(a) of the District of Columbia Official Code and is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brian L. Schwalb, Attorney General

**APPROVAL**

This collective bargaining working conditions agreement between the District of Columbia and the bargaining units represented by AFGE, Local 1403, dated \_\_\_\_\_, has been reviewed in accordance with Section 1-617.15(a) of the District of Columbia Official Code and is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Muriel E. Bowser, Mayor

**COMPENSATION AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA**

**AND**

**THE OFFICE OF THE ATTORNEY GENERAL**

**AND**

**THE AMERICAN FEDERATION OF GOVERNMENT**

**EMPLOYEES, LOCAL 1403,**

**AFL-CIO**

**EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023**

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## **PREAMBLE**

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

## **ARTICLE 1 RECOGNITION**

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

## **ARTICLE 2 WAGES**

### **SECTION A – FY 2021:**

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

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

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

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

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

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

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

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

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

**ARTICLE 2A  
PAY FOR PERFORMANCE BONUSES**

**SECTION A – FY 2021:**

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

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

**SECTION B -- FY 2022:**

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

**SECTION C -- FY 2023:**

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

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

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

**ARTICLE 3**  
**BENEFITS COMMITTEE**

**SECTION A – General:**

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

**SECTION B – Purpose:**

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

**SECTION C – Responsibilities:**

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

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

Plans.

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

**SECTION D – Maintenance of Benefits:**

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

**SECTION E – Additional Benefits:**

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

**ARTICLE 4  
BENEFITS**

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

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

**SECTION A -- Life Insurance:**

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

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

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

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

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

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

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

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

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

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

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

1. Pursuant to D.C. Official Code § 1-621.02 (2012 Repl.), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance provided by the District of Columbia. Health insurance coverage shall provide a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. District employees are required to execute an enrollment form in order to participate in this program.

(a) The Employer may elect to provide additional health care insurance providers for employees employed after September 1, 1987, provided that additional insurance providers do not reduce the current level of benefits provided to employees. If the Employer decides to expand or reduce the list of eligible insurance providers, the Employer shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

(b) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The Employer shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code § 1-621.01 (2012 Repl.), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. The United States Office of Personnel Management administers this program.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Plan summaries and the full plans will be available on the DCHR website. Where the full plan is not posted a link to the plans will be provided on the DCHR website.

**SECTION C – Optical and Dental:**

1. The District shall provide Optical and Dental Plan coverage at a level of benefits that is at least equal in coverage and level of benefits to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement. District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

**SECTION D – Short and Long Term Disability:**

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

2. Short and Long Term Disability Benefit levels shall not be decreased or revised during the term of this Agreement without the express written consent of the Union.

3. The District may elect to provide additional Short and/or Long Term Disability coverage providers, provided that additional insurance providers do not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand or reduce the list of eligible disability insurance providers, the District shall give the Union notice of the additions or reductions after the award but prior to implementation.

**SECTION E – Indemnity Benefits:**

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

**SECTION F -- Annual Leave:**

1. In accordance with D.C. Official Code §1-612.03 (2012 Repl.), full-time employees covered by the terms of this Agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three (3) years of service (accruing a total of thirteen (13) annual leave days per annum);

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

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

2. Part-Time employees who work on a prearranged scheduled tour of duty are entitled to earn leave as provided above on a pro rata basis.

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

4. An employee's request to use annual leave shall not be unreasonably denied.

#### **SECTION G – Sick Leave:**

1. In accordance with District of Columbia Code §1-612.03 (2014 Repl.), a full-time employee covered by the terms of this Agreement may accumulate up to thirteen (13) sick days which accrues on the basis of four hours for each full biweekly pay period, and may accumulate up to thirteen (13) days in a calendar year.

2. In the case of part-time employment, the rate at which leave accrues under this subsection shall be a percentage of the rate prescribed above which is determined by dividing 40 into the number of hours in the regularly scheduled work week of that employee during that fiscal year.

3. An employee may use sick leave to:

(a) Seek medical attention and/or recover from illness or injury;

(b) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

(c) Provide care for a family member as a result of medical, dental, or optical examination or treatment;

(d) Provide care for a foster child or a prospective or newly adopted child in the employee's care; or

(e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking,

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

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

#### **SECTION H – Other Forms of Leave:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(2014 Repl.).

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

3. **Funeral Leave:**

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

4. **Administrative Closing –** An employee who has previously scheduled leave for a day (or portion of a day) on which the District of Columbia or the Office of the Attorney General closes by order of the Mayor or the Attorney General shall not be charged leave for that day, or portion of the day, that the District agency is closed.

5. **Back-to-School Leave –** Subject to the discretion of an individual's manager as described in this section, any employee who serves as the primary caregiver for a child enrolled in school, including pre-school, elementary school, middle or junior high school, or high school, may take 2 hours of excused leave (that is without charge to the employee's leave balance) to assist his or her child in preparing for and traveling to the first day of school during the academic year. An employee's individual manager shall make every effort to grant requests for excused

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

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

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

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2012 Repl.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

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

### **SECTION J – Retirement:**

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

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

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

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

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

2. **DEFINED CONTRIBUTION PENSION PLAN:** The District shall continue the Defined Contribution Pension Plan currently in effect which includes:

(a) All eligible employees hired by the District on or after October 1, 1987, shall be enrolled into the defined contribution pension plan as prescribed by D.C. Official Code § 1-626.09 (2012 Repl.).

(b) After the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan. There is no employee contribution to the Defined Contribution Pension Plan. After two years of plan participation, an employee is entitled to 20% of the account. After three years of plan participation, an employee is entitled to 40% of the account. After 4 years of plan participation, an employee is entitled to 60% of the account. An employee is fully vested after five years of plan participation and is entitled to 100% of the account.

3. **DEFERRED COMPENSATION PROGRAM:** All District employees covered by this Agreement shall be eligible to participate in the District's Deferred Compensation Program described in Section 1-626.05 and related Chapters of the D.C. Official Code (2012 Repl.). The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees may choose from various fixed or variable rate investment options.

**SECTION K – Holidays:**

1. The following legal public holidays are provided to all employees covered by this Agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) D.C. Emancipation Day, April 16<sup>th</sup> of each year;
- (e) Memorial Day, the last Monday in May of each year;

- (f) Juneteenth Independence Day, June 19<sup>th</sup> of each year;
- (g) Independence Day, July 4<sup>th</sup> of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Indigenous People's Day, the 2nd Monday in October of each year;
- (j) Veterans Day, November 11<sup>th</sup> of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year; and
- (l) Christmas Day, December 25<sup>th</sup> of each year.

2. Any other legal public holiday observed by the District and any other day declared a holiday for District workers by the President, Congress, or the Mayor will also be granted to employees covered by this Agreement (together, the holidays described in this section are referred to as Holidays throughout this Agreement). When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

**SECTION L – Benefits Levels:**

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

**ARTICLE 5  
COMPENSATORY TIME**

**SECTION A:**

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

**SECTION B:**

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

- Extraordinary assignments
- Scheduled or special events

- Travel time outside normal work hours

**SECTION C:**

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

**ARTICLE 6  
METRO PASS/MONTHLY TRANSIT SUBSIDY**

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

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

**SECTION A – Parking Spaces:**

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

**SECTION B – Mileage Allowance:**

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

**SECTION C – Use of Personal Vehicles:**

1. Employees who are authorized and are within the scope of employment while using their personal vehicle for official business are covered by the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2012 Repl.)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 et seq.).

**SECTION D – Reimbursement for Use of Personal Vehicles:**

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

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

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

**SECTION F – Metro Fare Cards:**

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

**SECTION G – Availability of Fleet Vehicles:**

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

**ARTICLE 8  
SICK LEAVE INCENTIVE PROGRAM**

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

**SECTION A – Accrual:**

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

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

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

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

**SECTION C – Procedure for Use of Time Accrued:**

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

**SECTION D – Use of Time Accrued:**

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

**SECTION E – Part Time Employees:**

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

**ARTICLE 9  
ANNUAL LEAVE BUY-OUT**

**SECTION A – Payment for Annual Leave:**

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

**SECTION B – Computation:**

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

**ARTICLE 10  
BACK PAY**

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

**ARTICLE 11  
WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS**

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

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

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

## **ARTICLE 12**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

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

## **ARTICLE 13**

### **SAVINGS CLAUSE**

#### **SECTION A:**

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

#### **SECTION B:**

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

## **ARTICLE 14**

### **DURATION AND FINALITY**

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

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

**SECTION B – Finality:**

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

**ARTICLE 15  
INCORPORATION OF NON-COMPENSATION AGREEMENT**

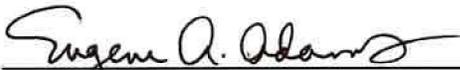
The terms and conditions of the Non-Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective through September 30, 2023 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions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

On this 27 day of October, 2021 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

**FOR THE AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES**

**LOCAL 1403**



**Eugene Adams, Director  
Mayor's Office of Legal Counsel**



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

**Aaron Finkhousen, President  
AFGE, Local 1403**



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

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

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

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

**FOR THE AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES**

**LOCAL 1403**

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

*Rebecca Barnes*

\_\_\_\_\_  
**Rebecca Barnes, Vice President  
AFGE, Local 1403**

*RN 10/27/21*  
*Vanessa Natale*  
\_\_\_\_\_  
**Vanessa Natale, Deputy Director  
Mayor's Office of Legal Counsel**

*Maureen Murat*

\_\_\_\_\_  
**Maureen Murat, Vice President  
AFGE, Local 1403**

*Nadine Wilburn*

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

*Anne Hollander*

\_\_\_\_\_  
**Anne Hollander  
AFGE, Local 1403**

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

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

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

Final Audit Report

2021-11-01

Created:	2021-10-29
By:	Anne Hollander (anne.hollander@dc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh8ApHgUeUv937g_k3JjBN7GBQ3nTye0c

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

-  Document created by Anne Hollander (anne.hollander@dc.gov)  
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-  Document emailed to Aaron Finkhousen (aaron.finkhousen@dc.gov) for signature  
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-  Document e-signed by Aaron Finkhousen (aaron.finkhousen@dc.gov)  
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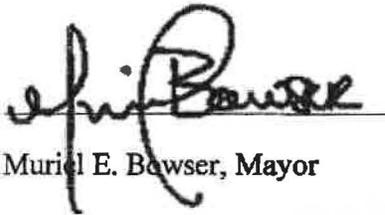
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 Document e-signed by Karl Racine (karl.racine@dc.gov)  
Signature Date: 2021-11-01 - 10:14:39 PM GMT - Time Source: server- IP address: 108.31.124.240

 Agreement completed.  
2021-11-01 - 10:14:39 PM GMT

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated 10-27-2021, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this 8th day of January, 2021-2022



Muriel E. Bowser, Mayor

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA  
GOVERNMENT**

**AND**

**AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES,  
AFL-CIO LOCAL 631**



**Effective through September 30, 2013**

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## ARTICLE 1

### EXCLUSIVE RECOGNITION AND BARGAINING UNIT

This Contract duly approved, constitutes a Collective Bargaining Agreement (“CBA”) between the American Federation of Government Employees (AFGE), Local 631, hereinafter referred to as “the Union” and the District of Columbia Government, hereinafter referred to as “the Employer,” as applicable under the D.C. Comprehensive Merit Personnel Act.

The District of Columbia Comprehensive Merit Personnel Act (D.C. Law 2-139, Title 1, Chapter 6, Subchapter XVIII, D.C. Code Section 1-617.01 states, the 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.

AFGE Local 631 has been certified and /or recognized as the exclusive representative for employees in the bargaining unit.

Accordingly, AFGE Local 631 and the District enter into this Agreement, which shall have as its purpose:

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 the service of 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 to establish an equitable and orderly procedure for the resolution of differences;
5. Promotion of the rights of District of Columbia Government employees to express their views without fear of retaliation and protection of the rights and interests of the employee, the Union and the District of Columbia Government; and
6. Promotion of the efficient operations of the District of Columbia Government.

The Preamble is intended to provide the background information and purpose of the CBA. Alleged violations of the Preamble per se will not be cited as contract violations.

## ARTICLE 2

### NO STRIKE NO LOCKOUT

During the term of this Agreement the bargaining unit employees shall not strike and the Employer shall not lock out employees. The term strike as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage.

## ARTICLE 3

### UNION SECURITY AND UNION DUES DEDUCTIONS

#### Section A:

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

#### Section B:

1. The Employer agrees to deduct Union dues from each employee's bi-weekly pay upon authorization of the D.C. Form 277. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section C of this Article.

2. When Management takes an employee out of the certified bargaining unit permanently, Management shall notify the Union within two pay periods.

#### Section C:

Because the Union is responsible for representing the interests of all unit employees without discrimination and without regard to Union membership (except as provided in Section E below), the Employer agrees to deduct a service fee from each non-union member's bi-weekly pay without written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents per deduction per pay period. Upon a showing by the Local Union that sixty percent (60%) of the eligible employees for which it has certification are Union members, the Employer shall begin withholding, no later than the second pay period after this Agreement becomes effective and showing of sixty percent (60%) is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fees through wage deductions shall be implemented in accordance with the procedures established by the Employer and this article. Employees who entered the bargaining unit where a service fee is in effect, shall have the service fee or Union dues

withheld within two (2) pay periods of his/her date of entry on duty or form 277 authorization.

**Section D:**

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

**Section E:**

Where a service fee is not in effect, the Union may require that any employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievances or adverse action proceedings in accordance with the provisions of the CMPA.

**Section F:**

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

**Section G:**

1. Payment of dues or service fees shall not be a condition of employment.
2. The Union retains the sole responsibility to develop and maintain procedural safeguards required by existing applicable law with regard to the administration for the payment of service fees. The Union shall be solely responsible for notifying employees that they have certain constitutional rights under Hudson v. Chicago Teachers Union Local No. 1, 743 F.2d 1187, 1191, 117 LRRM 2314 (7<sup>th</sup> Cir. 1984), and related cases.

**ARTICLE 4**

**RELATIONSHIP OF THIS AGREEMENT TO DEPARTMENT  
POLICIES AND PRACTICES**

**Section A: Employer Obligation**

In exercising authority to establish regulations relating to Department policies in matters affecting working conditions of employees covered by this Agreement, the Employer shall have due regard for the obligations set forth in this Agreement.

**Section B: Authority of this Agreement**

Where any Employer regulation or policy, in effect and/or developed after the effective date of this Agreement conflicts with this Agreement and/or any supplemental agreement, this Agreement shall prevail and/or govern.

**Section C: Understanding of Agreement**

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. However, nothing herein shall preclude the parties, upon mutual agreement, to negotiate on matters arising after entering into this Agreement.

**Section D: Bargaining**

No Employer regulation or policy that is a negotiable issue is to be adopted or changed without first bargaining with the Union.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

Management rights are provided in D.C. Official Code Section 1-617.08(a) as amended.

Management rights are not subject to negotiations. In accordance with D.C. law, the Employer shall bargain with the Unions over the impact and effect of its exercise of Management rights. In addition, the employer shall bargain over subjects that have otherwise been deemed negotiable under D.C. law.

**ARTICLE 6**

**EMPLOYEE RIGHTS**

**Section A:**

Management and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Official Code Section 1-617.06(a), provides that all employees shall have the right:

1. To organize a labor organization free from interference, restraint, or coercion;

2. To form, join or assist any labor organization or to refrain from such activity;
3. To bargain collectively through representatives of their own choosing as provided in this subchapter; and
4. To refrain from any or all such activities under paragraphs (1) and (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 Section 1-617.11.

**Section B:**

It is understood that employees in the bargaining unit shall have full protection of all articles in this agreement as long as they remain in the unit.

**Section C:**

Each employee shall have the right to bring matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.

**Section D:**

Employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules and regulations.

**Section E:**

Instructions and guidance shall be given in a reasonable and constructive manner and in an atmosphere that will avoid unnecessary embarrassment before other employees or the public.

**Section F:**

Management shall not retaliate against any employee for the exercise of rights guaranteed pursuant to this Agreement or any applicable laws, rules or regulations.

**Section G:**

The Employer agrees to inform all new or rehired unit employees of the Union's exclusive recognition and to have him/her introduced to the union representative when assigned to a duty post. The shop steward and/or union official shall be given the opportunity to meet the new employee and provide him/her with union information.

## ARTICLE 7

### STATUS OF EMPLOYEE REPRESENTATIVES

#### Section A: Employee Representatives

The Agency shall not impose restraint, interference, coercion, or discrimination against employees and/or their representatives in the exercise of their right to organize, to designate representative(s) of their own choosing for the purpose of collective bargaining, to prosecute grievances, and to appeal adverse and corrective actions, and to participate in Union-Employer cooperation.

#### Section B: Access by AFGE National Representatives and Staff

The Agency agrees that accredited National Representatives and staff of AFGE shall have free access to the premises of the Employer, during working hours, to conduct Union business. Advance notification will be given and prior approval must be received from the appropriate supervisor of the facility to be visited.

## ARTICLE 8

### OFFICIAL TIME FOR UNION OFFICERS AND STEWARDS

#### Section A: General

Reasonable Official time is authorized for Union officers and Stewards to carry out contractual responsibilities which occur during their regularly scheduled tour of duty, as prescribed by this Article. Such responsibilities may include:

1. Receipt of employee complaints, investigation, preparation and presentation of grievances and safety issues;
2. Labor-Management and safety committee meetings;
3. Representation of an employee at an arbitration, before the PERB, OEA, OHR (Office of Human Rights) and any other applicable jurisdictional body;
4. Attending meetings with the Agency, the Mayor of D.C., the D.C. City Council, Congress, or any other official body;
5. Posting Union notices on designated Union bulletin boards;

6. Attending negotiation meetings, if they have been designated a member of the Union's negotiation team, or are acting as an authorized alternate for an absent team member; and

7. Consulting with the Agency or its representatives, other Local Union representatives, or employees, concerning the enforcement of any provisions of this Agreement.

During working hours Union Officials and Stewards shall not use official time to conduct internal union business, such as Union general membership meetings, solicitation of membership, etc.

The Union shall notify the Agency of the name(s) of all union officials and Stewards. Official time shall be authorized for these officials and Stewards.

**Section B: List of Union Officers and Stewards**

The Union shall supply the Agency in writing, annually, a complete list of all authorized Union officers and Stewards together with the designation of the group of employees each Union officer and/or Steward is authorized to represent which shall be posted on appropriate bulletin boards. It shall be the duty of the Union to notify the Agency of any changes of Union officer(s) and Stewards.

**Section C: Shift Workers**

Employees who normally work shift work or weekends shall have their hours changed to the day shift on days they are required to perform Union activities related to representation as described in this Article.

The Union also shall be consulted prior to any permanent change in shift assignment of Union Officers and Stewards, prior to implementation.

**Section D: Leave of Absence**

Employees elected or appointed to a district, council, union national or international office that requires them to be away from their job, may upon request, be allowed to take a leave of absence for up to one (1) year. This leave may be extended on a case by case basis. No more than two (2) employees may be on leave of absence at any point in time, under this provision.

**Section E: Shift Change for Union Officials**

The Union will be consulted prior to any permanent change in shift assignments of union officers and stewards. The Union will also be consulted prior to the organization of new shifts that will affect the members of the units. The Union will have the right to select a union official and/or Steward for each newly organized shift. In the event a union officer

and/or Steward is reassigned, he/she will be given reasonable time to complete all pending matters in which he/she is involved. Nothing in this Article shall prevent the Union from bargaining over any changes that affect the terms and conditions of employment for bargaining unit employees.

**Section F: Procedures for Performance of Union Duties for Union Officials**

Union officials shall notify their immediate supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with this Agreement. Such Union officials shall notify their immediate supervisor when they return. When contacting an employee, the Union Official shall first report to and notify the supervisor of the need to see the employee. Notification by Union officials to meet with an employee and/or an employee to meet with the Union official shall not require prior explanation to the immediate supervisor of the problems involved, other than to identify the area to be visited.

Union officers shall record official time used on the Official Time Report attached in Appendix B. The Official Time Report will be submitted weekly to the immediate supervisor of the Union officer.

The Agency agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Union Official for the performance of duties relating to the administration and enforcement of this Agreement.

Union Officials who are required to wear their uniforms while on duty shall not be required to wear their uniforms when they are on official time at official meeting(s), arbitrations(s), and/or administrative proceedings.

**Section G: Procedures for Performance of Union Duties for Stewards**

Stewards shall obtain permission from their supervisors when they desire to leave work assignments to properly and expeditiously carry out their duties in connection with the Collective Bargaining Agreement. When contacting an employee, the Steward will first report to and obtain permission to see the employee from his/her supervisor, and such permission will be requested from the supervisor of the area to be visited. Requests by Stewards to meet with an employee and/or an employee to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited. Stewards thus engaged will report back to their supervisors upon completion of such duties and return to their jobs. They will suffer no loss of pay or other benefits as a result thereof.

Union stewards shall record official time used on the Official Time Report attached in Appendix B. The Official Time Report will be submitted weekly to the immediate supervisor of the Union steward.

The Agency agrees that there shall be no unlawful restraint, interference, coercion, or discrimination against a Steward for the performance of duties relating to the administration and enforcement of this Agreement.

Stewards who are required to wear their uniforms while on duty shall not be required to wear their uniforms when they are on official time at official meetings, arbitrations, and/or administrative proceedings.

The Employer agrees that permission for stewards to leave their work assignments to participate in representational matters shall not be unreasonably denied.

If a request is denied, the union officer and/or steward shall be released as soon as possible thereafter, but normally no later than the next workday.

#### **Section H: Work Areas Where a Shop Steward is not Available**

The Agency agrees a union officer and/or steward will be permitted to go to another steward's work area, when a steward is not available, in a work area different from the union officer or steward's work area. However, the union recognizes that workload and scheduling considerations will not always allow for immediate release of employees from their assignments.

If a request is denied, the union officer and/or steward shall be released as soon as possible thereafter, but normally no later than the next workday.

#### **Section I: Administrative Leave to Attend a Union Function or Convention**

The Agency recognizes that the Union may designate employee members, selected or appointed to a Union Office or delegate to a Union function, i.e., a convention or conference, and agrees that, upon request, two (2) persons from each Agency shall be granted 20 hours each of administrative leave per year 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 in no case less than five (5) working days prior to the day administrative leave is to begin.

#### **Section J: Administrative Leave for Union Representatives Training**

Each Agency shall grant 20 hours each of administrative leave per year for up to four (4) Union representatives, to attend training which is designed to advise representatives on matters which are related to representing employees, the collective bargaining agreement, and District rules and regulations. Such requests will be submitted as far in advance as possible, but in no case less than five (5) working days prior to the day administrative leave is to begin. The hours of paid administrative leave may be increased at the sole discretion of Management/Agency.

**Section K: Recognition of Union Officers and Representatives**

The Employer/Agency agrees to recognize Union officers and representatives designated by the Union who are not employees of the Employer/Agency.

**ARTICLE 9**

**REPRESENTATION DURING INVESTIGATIONS AND MEETINGS**

**Section A: Investigations**

An Employee may request the presence of a Union representative during an interview of the employee that is conducted by the Employer as part of an investigation or during any meeting that the employee reasonably believes may result in disciplinary action against the employee. A Union representative shall be given the opportunity to be present following such a request. Once the employee informs the supervisor that he/she wants union representation, the supervisor shall stop the meeting and allow the employee an opportunity to obtain union representation. This meeting shall be postponed for a period no later than the end of the employee's next workday.

**Section B: Meetings**

The Employer shall provide the Union with reasonable prior notice of, and an opportunity to attend, formal meetings, (which do not include regular meetings to give staff routine work directions) held with Union employees to discuss personnel policies, practices or working conditions. At any such meeting, the Union shall be provided an opportunity to be present. The Union may ask questions for clarification purposes. All parties shall conduct such meetings with appropriate professional courtesy and decorum.

**ARTICLE 10**

**EMPLOYEE LISTS**

**Section A: Quarterly List**

The Agency agrees to notify the Union of new employees in the bargaining unit listed by organizational unit on a quarterly basis. This list shall be provided sooner, if requested by the Union. This list shall provide the name of each employee, the CBU code, the agency or department and work location, job title and grade.

**Section B: Annual List**

A list in alphabetical order of all bargaining unit employees in each Department or Agency covered by the Agreement shall be provided to the Union on an annual basis. This list shall be provided sooner, if requested by the Union. All lists provided under this

Article shall contain the name of each employee, the CBU code, the department or agency, the work location, job title and grade and the date of hire.

## **ARTICLE 11**

### **BULLETIN BOARDS**

The Agency agrees to provide a reasonable amount of space on existing or new bulletin boards and in areas commonly used by employees in the unit. The Union shall use this space for the purpose of advising members of meetings and any other legitimate Union information. In the event the Union requires more bulletin board space than can be furnished by Management, the Union may provide its own bulletin boards for its exclusive use in such work areas.

## **ARTICLE 12**

### **USE OF OWN CAR**

Employees will not be required to use their personal vehicles in the performance of their duties, unless such use was a condition of employment, at the time of hiring.

## **ARTICLE 13**

### **COPIES OF REGULATIONS**

The Employer agrees to furnish one copy of the District Personnel Manual ("DPM") including any revisions and amendments. The DPM shall be provided to the Union within 60 days of the effective date of this Agreement.

## **ARTICLE 14**

### **DISTRIBUTION OF BENEFITS BROCHURES**

When furnished by the union, the Employer agrees to distribute the Benefits Brochure(s) to all new Employees covered by this Agreement upon their entrance on duty. The Employer will furnish the Benefits Brochure(s) when requested by an employee.

## ARTICLE 15

### EMPLOYEE ASSISTANCE PROGRAM

#### **Section A: Employee Assistance Program**

The Employee Assistance Program (“EAP”) is designed to provide confidential and professional assessment, counseling, and referral services for employees who are experiencing personal problems that impair or have the potential to impair their work performance. The program shall offer services for alcohol and drug abuse, emotional/stress related problems, family/marital difficulties, financial problems, and other social-behavioral problems. The parties acknowledge that the early identification, documentation, and referral of an employee for help can result in improved job performance and employee morale. Participation in the EAP shall not be used to harass an employee, or to treat an employee in a disparate manner. An employee’s participation in the EAP is not mandatory.

This Article shall be implemented in full compliance with Americans with Disabilities Act.

#### **Section B: Eligible Participants**

All Employees and their eligible dependents shall be allowed to participate in the EAP.

#### **Section C: Types of EAP Referrals**

1. **Self-Referral.** This type of referral occurs at the employee’s own initiative when the employee recognizes the need for assistance and consults with the EAP before or when job performance and/or attendance becomes a problem. The employee may make a self-referral without the Employer’s knowledge or consent. The employee’s EAP records or record of participation shall not be independently released to the Employer. In cases where an employee is seeking some accommodation from the Employer, such as a change in work schedule, advance sick leave, etc., to complete an EAP program, the Employer may request confirmation of the employee’s request from the EAP provider, with the employee’s consent.

2. **Employer Referral.** This type of referral shall be initiated by a supervisor or manager who recognizes that there are poor performance problems and refers the employee to the EAP. Not all attendance or performance problems should be referred to the EAP. A referral should only be made in cases where poor job performance and/or attendance continue after the employee has been counseled, in writing, about his/her performance by the supervisor. During counseling, the employee shall be informed of the expectations for improvement and shall be given a reasonable time to improve, after referral to EAP. The

employee's record of compliance and participation in the EAP shall be released to the Employer with the employee's written consent.

#### **Section D: Disciplinary Actions and EAP**

As a part of its consideration of a proposed disciplinary action, the Agency may consider whether referral to EAP shall assist the employee to improve work performance and/or attendance.

However, a referral to the EAP is not a prerequisite to the Agency addressing performance and/or attendance problem nor is the Agency restricted from taking appropriate disciplinary actions in accordance with the discipline article of this Agreement. Implementation of a proposed disciplinary action may be held in abeyance if an employee accepts the Employer's referral to the EAP and complies with the EAP and/or adheres to the requirements of an EAP approved plan. The employee may be given a reasonable amount of time to improve job performance and/or attendance. If the employee demonstrates satisfactory improvement in job performance and/or attendance, for ninety days, after the completion of an EAP approved plan, the matter held in abeyance shall be rescinded. If the employee's attendance or work performance continues to be unsatisfactory within the 90 days, the Agency may proceed with implementation of any proposed discipline. All employees who receive a positive test result, for a controlled substance or alcohol, may be referred by the Employer to EAP. With respect to the EAP programs or services attended by employees, pursuant to Section D, no employee shall be required to sign consent form(s) authorizing the release of information to any supervisor or to the Department, except for information regarding an employee's attendance, completion, or compliance with the program.

#### **Section E: Use of Leave**

1. **Self-Referrals.** Employee(s) may use any accrued annual leave, sick leave, earned compensatory time off, leave without pay and may request advance sick leave, to consult with or participate in an approved EAP program. Should the employee choose to inform his/her immediate supervisor or his/her designee of the initial appointment with the EAP, the supervisor or his/her designee may grant administrative leave for an initial appointment with EAP.
2. **Employer Referral.** All employees, including those referred to EAP in accordance with drug and alcohol testing article may be granted administrative leave for the initial assessment. For subsequent appointments, employees may use any accrued annual leave, sick leave, earned compensatory time off, leave without pay or advance sick leave, as appropriate. Except for employees referred to the EAP in accordance with Article 43 , Drug and Alcohol Testing for CDL drivers, employee(s) participation in the EAP after being referred by a supervisor is voluntary.

**Section F: Union Representation**

The union shall be provided an opportunity to counsel employees regarding performance and attendance problems at the request of the employee or the employee's supervisor. The Agency agrees to inform employees of their right to have union representation during any meeting where the EAP is being discussed with the employee or during any other meeting(s) where discipline may be proposed as a result thereof. When an employee requests union representation, a meeting shall not be delayed more than 24 hours, excluding Saturdays, Sundays, holidays and the employee's day off.

**Section G: Confidentiality**

Inquiries by employees or referrals to the EAP shall be kept in strict confidence by supervisors, managers, and employees. The parties agree that breaches of the confidentiality of an employee's participation in the EAP may be cause for discipline. All records pertaining to an employee's participation in the EAP shall be kept in confidential files separate from the employee's official personnel files.

**Section H: Training and Education Awareness Program**

Union representatives shall be notified of any EAP training for supervisors and managers and be given an opportunity to attend the training. The Employer shall also conduct an employee EAP education and awareness program, once per year.

**ARTICLE 16**

**DISTRIBUTION OF THE AGREEMENT**

Within ninety (90) days of the execution of this Agreement, the parties shall equally share the cost for printing of 500 copies of this Agreement to be distributed 350 copies to the Union and 150 copies to the District Government.

**ARTICLE 17**

**LABOR MANAGEMENT MEETINGS**

**Section A: Monthly Labor Management Meetings**

For the purpose of establishing open communications, Management at the division levels shall meet with the Union president or his/her designee on a monthly basis. Both parties shall furnish the other with an itemized agenda setting forth the topics of discussion five (5) days prior to the meeting. When preparing the agenda called for in this section, Management and Union will provide space on the agenda for appropriate issues which may arise after the agenda is submitted. If the parties mutually agree that other meetings

are necessary, such meetings shall be scheduled to discuss the specific issue(s). The failure of either party to provide an agenda shall not prevent the parties from meeting.

**Section B: Purpose of Labor Management Meetings**

1. Meeting attendees shall be composed of a minimum of three (3) members representing the Union and minimum of three (3) members representing the Agency.
2. The attendees at the meetings shall exchange views and consider and make recommendations to the Agency about policies and practices related to working conditions, terms of employment and the implementation of this Agreement. The meeting attendees shall also discuss matters of common interest to either parties, or matters which both parties believes will contribute to the improvement of relations between them.
3. It is understood that appeals, grievances or problems of individual employees shall not be subjects of discussion at these meetings, nor shall the meeting be for any purpose which will modify, add to or detract from the provisions of this Agreement.
4. Other meetings may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

**Section C: Quarterly Labor Management Meeting**

The Director or Agency head or his/her designee shall meet with the Union President or his/her designee, as a group and Union representatives as a group, on a quarterly basis. The parties may send an agenda setting forth the topics to be discussed. This agenda may be sent through email. If the Union or the Director decides to send an agenda, it should be submitted five (5) days prior to the meeting. The failure to submit an agenda shall not prevent the meeting from being held. The subject of these meetings shall be consistent with Section B of this Article.

**Section D: Additional Representatives**

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

## ARTICLE 18

### USE OF DISTRICT GOVERNMENT FACILITIES

#### Section A: Union Space

Each Agency shall provide suitable space for the Union for the transaction of Union business. Such suitable space will be located as close as practicable to the bargaining unit employees' work areas and enable employees to consult with the Union in a confidential manner. The Union agrees to exercise reasonable care in using such space, and shall leave it in a clean and orderly condition.

#### Section B: Use of Facilities

Each Agency shall approve the use of government facilities for Union meetings subject to the following conditions:

1. The use of government facilities that would be made available would not interfere with the regular functioning of government activities.
2. The use of government facilities for this purpose would not involve any additional expense to the Employer other than the normal expenses which are incurred through items such as heating and lighting.
3. Supervisors and other management officials are instructed not to attend such meetings unless they have been invited to attend by the Union.
4. When use of the facility is scheduled after 3:30 p.m., the Union shall request this use two (2) days in advance.

## ARTICLE 19

### DISCRIMINATION

#### Section A: General

The Employer agrees that it shall not 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. Neither party to this Agreement shall discriminate against any employee with regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income and place of residence or business as these terms are defined by the D.C. Human Rights Act. All personnel actions and employment practices shall be based on fair and equitable treatment.

**Section B: Coordination to Resolve EEO Problems**

1. 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.
2. 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.
3. Vacancy Announcements for Departmental vacancies shall be posted at all work locations. One copy of each vacancy announcement shall be supplied to the Local President.

**Section C: Discrimination Charges**

Allegations of discrimination based on union affiliation or Union activity shall be subject to the grievance and arbitration process. All other claims of discrimination shall be filed with the appropriate administrative agency having jurisdiction over the matter and/or the agency's EEO officer.

**ARTICLE 20**

**LEAVE**

**Section A: General**

The leave year shall be on a calendar year basis. Leave shall be administered in accordance with this Article and the Family Medical Leave Act.

**Section B: Union Counseling**

Management shall keep the Union informed of employees suspected of abusing sick leave, or employees with excessive unscheduled emergency or annual leave use and of employees continually late for duty. The Union shall be notified, in writing, of the names of employees placed on leave restriction.

**Section C: Call In/Emergency Leave**

**Call In:** On each scheduled workday, as soon as the employee is aware that he/she will not be able to report to work as scheduled and will be absent or tardy, the employee is required to telephone his/her immediate supervisor or the

supervisor's designee not more than one (1) hour after the employee's scheduled start time or as soon as possible in emergency or unforeseen situations.

The employee may call the Employer to notify the employee's supervisor of a request for leave or notice of late arrival.

In instances where an employee must leave prior to his/her scheduled departure time, the employee shall contact his/her immediate supervisor or the next level manager for the purpose of requesting leave.

**Emergency Leave Request:** It is the responsibility of the employee to notify his/her supervisor of the need for emergency leave prior to his/her tour of duty when possible. In an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the employee's next work day. Approval of such leave shall be requested from the supervisor or the supervisor's designee.

#### **Section D: Annual Leave**

1. The following provisions govern the accrual of annual leave:
  - a. Annual Leave shall accrue from the first full pay period of employment.
  - b. Annual Leave may be accumulated up to maximum allowable of thirty (30) days (240 hours), unless the employee had a greater amount of allowable leave at the beginning of the leave year. Unused leave that is in excess of two-hundred forty (240) hours must be scheduled and used by the end of the leave year or it will be lost.
  - c. 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, and shall be paid consistent with the hourly rate at the time of separation.
  - d. An employee's request for immediate or emergency Annual Leave shall be granted or denied immediately by the employee's immediate supervisor or the supervisor's designee. In considering the request the immediate supervisor or the supervisor's designee must take into consideration the emergency circumstances presented by the employee and operational needs.
2. Annual Leave shall be requested in advance by employees from their immediate supervisors or their supervisors' designees. Management agrees to provide each employee in the unit an opportunity to use all of the Annual Leave

earned. Denial of use of Annual Leave shall be based upon factors which are reasonable, equitable, and do not discriminate against any employee or groups of employees. To contribute to overall work efficiency and to enable approval of leave convenient to employees, employee(s) are required to schedule Annual Leave in advance.

a. Unavoidable tardiness from duty of less than one hour for a bona fide reason may be excused without charge to annual leave, sick leave, or leave without pay at the discretion of the supervisor.

b. Approval of an employee's request to take annual leave will be granted when he/she has made the request at least twenty-four (24) hours in advance. The supervisor will notify the employee of the disposition of his request as soon as possible. If the leave request is denied the supervisor shall provide a written explanation of the reason for the denial. The supervisor will not cancel or reschedule leave previously approved except for emergency reasons. The reasons for such actions will be explained to the employee in writing. (Failure to secure proper approval for leave in advance, except in bona fide emergencies may result in a charge of the absence to absence without leave "AWOL").

c. **Vacation Leave Request:** Employees, except for essential employees in Facilities Management of the Office of Property Management, wishing to schedule vacation leave in advance for periods of one week or more, may do so in accordance with the following procedures:

(1) The Leave Request shall be made at least seven (7) days in advance, and the supervisor shall provide an answer to the employee no later than two (2) days after receipt of the leave request from the employee. The Employer recognizes that unforeseen circumstances may prevent the employee from complying with these timelines. Consideration shall be given to such circumstances. If the request is disapproved, the immediate supervisor or the supervisor's designee shall return to the employee the Leave Request Form which shall have the reasons for disapproval indicated. Requests for Annual Leave shall not be unreasonably denied. The employee shall have an opportunity to reschedule a leave request that has been denied.

(2) Essential employees in Facilities Management of the Office of Property Management shall submit vacation leave requests in January of each year. The Agency shall inform the employee(s) of the approval of vacation leave requests by March 1 of each year.

After vacation leave is approved, no changes shall be made unless mutually agreeable, or at the employee's request. Employees shall be encouraged to schedule vacations throughout the year.

d. **Leave Approval:** Every effort shall be made to grant employees leave during the time requested. If operations would suffer by scheduling all requests during a given period of time, a schedule shall be worked out with all conflicts to be resolved by the application of seniority.

The grant of time off, or leave for the Thanksgiving, Christmas and New Year's or other holidays shall be on a rotating basis, so that all employees may have an equal opportunity for leave at these times.

#### **Section E: Sick Leave**

1. The following provisions govern sick leave:

a. The accrual of sick leave shall be carried over from year to year and shall be accumulated in an unlimited amount.

2. Requests for Sick Leave

a. **Leave for Sickness:** Supervisors shall approve sick leave of employees incapacitated from the performance of their duties. Sick leave may also be used by employees to care for sick family members including individual(s) related by blood or marriage (including domestic partners). Such family members shall include the employee's spouse, parent, and child. Employees shall request sick leave as soon as possible on the first day of the sickness.

b. **Doctor's Appointment:** Sick Leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, and for the purpose of securing diagnostic examinations, treatments and X-rays. The leave request shall be made at least twenty-four (24) hours in advance, except in case of emergencies.

c. **Doctor's Certificate:** Employees shall not be required to furnish a doctor's certificate to substantiate requests for approval of sick leave for themselves unless such sick leave exceeds three (3) workdays of continuous duration. When an employee takes three (3) or more workdays of sick leave to care for an eligible family member, a doctor's certificate to substantiate such sick leave usage shall be required. When an employee returns to duty from sick leave exceeding three (3) workdays, he/she shall provide the Employer with a doctor's certificate.

d. **Leave Restriction:** In cases where Management has given written notice to an employee that there is good reason to believe that the employee has abused the sick leave privilege, the employee must, upon request, furnish a doctor's certificate for each absence from work which is claimed as sick leave. The Agency's request to furnish a doctor's certificate for each absence shall be reviewed every ninety (90) calendar days. At no time shall an employee be required to furnish a doctor's certificate for longer than twelve (12) months after the initial Letter of leave restriction.

3. **Advance Sick Leave:** Sick leave shall be advanced under the following conditions:

a. It must be supported by a doctor's certificate.

b. All available accumulated annual and sick leave to the employee's credit must be exhausted.

c. In the case of employee(s) serving in a temporary appointment or under Probationary or trial periods, sick leave shall not be advanced in an amount exceeding that which it is reasonably assured will be subsequently earned, during such period.

d. The amount of advance sick leave to an employee's account shall not exceed thirty (30) days (240 hours) at any time. Where it is known that the employee is to be retired, or where it is anticipated that he/she is to be separated, the total advanced may not exceed an amount that can be liquidated by subsequent accrual, prior to the separation.

e. If the employment of an employee who has been advanced sick leave under this Article is terminated, voluntarily or involuntarily, the Employer shall be entitled to deduct from the employee's final paycheck the value of any remaining unaccrued sick leave that was used by the employee, to the extent permissible under applicable law.

#### **Section F: Court Leave**

The period of jury duty service does not include time when the employee is excused or discharged by the court for an indefinite period subject to call by the court. An employee is required to return to the Employer any compensation received for jury duty while on court leave.

Employees excused from work to attend Court for periods of less than one (1) full day shall not be expected to return to work unless they could be expected to work at least two (2) hours of their regular work shift, upon arrival at work.

**Section G: Blood Donation**

Administrative leave, not to exceed four (4) hours on any one occasion, shall be granted to employees covered by this Agreement for the purpose of donating blood at the Red Cross Blood Bank.

**Section H: Leave of Absences**

1. Employees may be granted periods of leave of absence, up to one (1) year, to include annual leave or leave without pay, as appropriate.
2. Management recognizes that the Union may designate employee members, elected or appointed, to a National or District Union office and agree that, upon his/her request, the employee shall be granted a leave of absence (annual leave or leave without pay), for the time required to be away from the job. Such requests shall be submitted as far in advance as possible to the Employer or his/her designee, and in no case, less than five (5) days prior to the day leave is to begin.

**Section I: Parental Leave**

1. Parental Leave shall be granted following the birth or adoption of a child or placement of a foster child in accordance with the D.C. and Federal FMLA.
2. Parental leave before and after birth or adoption of a child or placement of a foster child shall be granted at the request of the employee. This leave is chargeable to sick leave or any combination of sick, annual or leave without pay. The employee is obligated to advise his/her supervisor in advance of the anticipated leave. The period of absence which the employee requests shall be determined by the employee and/or their physician.

**Section J: Other Paid Leave**

1. **Voting Leave:** Where the polls are not opened for at least two (2) hours, either before or after an employee's regularly scheduled hours of work, the employee may, upon request, be granted an amount of excused time which shall permit the employee to report to work two (2) hours after the polls open, or leave work two (2) hours before the polls close, whichever requires the lesser amount of time off. Leave for voting purposes shall be allowed in accordance with personnel rules and regulations.
2. **Examinations:** Employees shall be excused without charge to leave for the purpose of taking employment medical examinations required by the Employer; examinations for induction or enlistment in the active Armed Forces; and examinations of employees who operate Employer owned vehicles.

**Section K: Education Leave**

After the completion of one (1) year of service with the Employer, an employee, upon request, may be granted a leave of absence without pay for educational purposes, provided that successful completion of the course shall contribute to the work of the Employer. The period of the leave of absence may not exceed one (1) year, but may be extended at the discretion of the Employer. If an employee upon return from educational leave has acquired the qualifications of and for a higher grade position, he/she shall not lose any of his/her rights in being evaluated for the higher grade position.

**ARTICLE 21**

**HEALTH AND SAFETY**

**Section A: General**

The Agency shall provide employees with reasonably safe and healthful working conditions. It shall ensure the implementation and enforcement of all applicable District and Federal laws, rules and regulations regarding health and safety.

**Section B: Training and First Aid**

The Agency shall ensure that safety training, related to employee jobs, is offered at no expense to the employee. The Agency shall provide first aid kits for each shop or work section. The names, work telephone numbers and work locations of all employees trained in CPR techniques and first aid shall be provided to the Union and posted on Agency bulletin boards. The agency and the employees will cooperate in ensuring all first aid kits are maintained.

**Section C: Facilities**

The Agency shall maintain clean and sanitary locker room, restrooms and lunch room facilities for all employees on a regular basis. Employees shall be responsible for leaving such facilities in an orderly condition.

**Section D: Safe Working Conditions**

An employee shall not be required to work in dangerous conditions unless or until such conditions have been removed, remedied, rendered safe or adequate protection for the condition is provided. When an employee identifies what she/he believes to be an unsafe or unhealthful working condition, the employee shall immediately notify his/her supervisor, who shall investigate the matter immediately and take prompt and appropriate action. If there is a disagreement with management about whether the condition is dangerous, the Agency agrees to notify the Union and the department/agency safety

officer or person. During this period, the supervisor may require the employee(s) to perform their duties in another work area or to perform duties of equal or lesser complexity or difficulty outside the affected area. The Agency agrees that an employee shall not be required to operate equipment that he/she is not qualified to operate. The Agency agrees it is responsible to provide safe equipment and safe working conditions including work areas.

No employee shall be required to work alone in dangerous working conditions.

#### **Section E: Protective Clothing**

The Agency agrees to furnish all appropriate protective clothing and equipment, including proper eye protection, necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment to be implemented by the Agency. If the request is denied the Agency shall provide the Union with a reason for the denial within ten (10) working days of receipt of the Union's request.

Employees issued safety and protective equipment are required to wear or utilize such equipment, as needed.

#### **Section F: Vehicles**

Employees shall promptly report to Management all deficiencies in maintenance of vehicles for corrective action. The Agency agrees to ensure regular inspection and maintain vehicles in good operational condition.

#### **Section G: Accidents**

If an accident occurs, the primary consideration shall be the welfare of injured personnel.

When the Agency becomes aware that an accident has occurred involving a bargaining unit employee, which results in a loss of duty time, the Agency agrees to notify the Union President. The Union President shall be provided, within five (5) workdays of the accident, a copy of the accident and/or incident report(s), or any other report(s), identifying the employee name, date and location of the accident, a brief description of the accident; whether the employee was injured; if the injury resulted in a disabling injury' and whether the employee has lost work day(s). This information shall be mailed or hand-delivered to the Union President and/or his/her designee.

#### **Section H: Safety Committee**

The Union and Management, in each department/agency or office, shall establish a Safety Committee with equal members from the Union and Management. There shall be no more than four (4) members from each side. The Union and Management shall exchange a list of the members on the safety committees for each department/agency. One member

from the Union and one member from Management shall serve as Co-chairs of the Safety Committee.

This safety committee shall meet on a monthly basis or more frequently if desired by the Union or Management. Individuals from the Office of Risk Management may attend these meeting. The Union Safety Committee representative(s) may request a copy of on-the-job injuries and/or accident reports from the agency for bargaining unit employees. Any such meetings shall be held during working hours and union participants shall be on official time. Any matters not resolved during these meetings shall be forwarded in writing to the Agency Director.

In addition, the safety committee shall conduct safety surveys, consider training needs and make health and safety recommendations to the department/agency, consult with and advise department/agency heads and safety personnel regarding safety matters in the workplace and make recommendations to the Office of Risk Management to improve services provided by their office.

**Section I: List of Chemicals and Other Toxins**

The Agency shall post for employees to review a list of all hazardous chemicals, as defined by OSHA, being used in the work area and the manufacturer's materials safety data sheet concerning chemicals and other toxins used by the Agency. Upon request, the Union shall be provided with copies of this information. Within budgetary limitations, emergency shower facilities shall be provided at locations where employees are required to be exposed to hazardous substances.

**Section J: Employee Information and Notification**

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

**Section K: Union Notice of Death**

The Agency shall promptly notify the Union in the event on an on-the-job death.

**ARTICLE 22**

**TRAINING**

**Section A: Agency Training**

Management and the Union agree that the training development of employees within the bargaining unit is a matter of primary concern to both parties. The Agency agrees to provide a training program that provides training for and development of all employees.

The Agency shall develop and maintain a training program that provides for training related to employees' positions, upward mobility and cross-training for career changes.

**Section B:**

1. The Agency shall distribute to all bargaining unit employees, on a semi-annual basis, a list of training programs and educational opportunities.
2. Employees shall be given reasonable opportunities to discuss training needs and/or opportunities including educational opportunities outside of the Agency with their supervisors and/or other Agency officials.
3. Requests for training and educational opportunities shall be processed and responded to promptly.
4. A record of satisfactorily completed training courses may be filed by each employee in their Official Personnel File.

**Section C:**

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

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

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

**Section D: Administrative leave for Employee Training**

In accordance with Agency leave requirements, the Employer shall grant administrative leave for education and training if the training or education is related to the employee's position(s) and/or upward mobility for a position within the District government.

**ARTICLE 23**

**WHISTLE BLOWER PROTECTION**

Employees shall not be subject to reprisal for lawful disclosures of information subject to and in accordance with the Federal Whistleblower Protection Act of 1989 and the D.C. Whistleblower Reinforcement Act of 1998, D.C. Law Section 12-160 (Title II).

## **ARTICLE 24**

### **MERIT STAFF**

#### **Section A: General**

All positions within the bargaining unit, excluding career ladder position promotions, shall be filled in accordance with merit staffing as described in law, the District Personnel Manual (DPM) and this article.

#### **Section B: Posting Vacancies**

The Agency agrees that all vacancies shall be posted, for a period of at least ten (10) days prior to the expiration date of the job vacancy announcement on official bulletin boards convenient to all work areas and other areas where bargaining unit employees are located. These vacancies shall be placed on the bulletin boards no later than two days after the vacancy is advertised or announced. In addition, the Agency shall post notices in other areas where the Agency may reasonable expect to obtain applications.

All job vacancy announcements shall provide a synopsis of duties to be performed, qualifications required and any special knowledge, skills or abilities that will be given consideration. The Union President shall receive copies of all vacancy announcements. These announcements shall be e-mailed or mailed through U.S. regular mail to the Union president at addresses provided by the Local president.

#### **Section C: Qualified Applicants**

After the rating and ranking of applicants, pursuant to the DPM, a list of best qualified applicants shall be submitted to the selecting official. Any selection shall be made from among the list of best-qualified applicants or as required by law.

#### **Section D: Selection Process**

If one applicant/candidate is interviewed then all qualified applicants/candidates shall be interviewed. An internal applicant is a District Government employee and an external applicant is an individual who is not employed with the District Government.

#### **Section E: Selection Notice**

All bargaining unit applicants shall be notified in writing of their selection or non-selection for a vacancy.

**Section F: New Employee Orientation**

The Union shall be informed and invited to all orientations of new employees who are covered by this Agreement. The Union shall be allowed to provide the employee with Union material and information. The Union will be given advance notice of orientations scheduled for new employees.

**Section G: Employees Affected by a RIF or Involuntary Demotions**

When an employee has been downgraded through no fault of his/her own or affected by a reduction in force, he/she shall be given priority consideration regarding selection for any position vacancy which he/she formerly occupied and/or any position for which the employee meets the minimum qualifications or can perform the position with minimum training.

**ARTICLE 25**

**RELEASE OF INFORMATION**

The Employer shall make available to the Union, upon the Union's request, any information relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement. The Agency will be given a reasonable amount of time to respond to a request for information.

**ARTICLE 26**

**JOB DESCRIPTIONS**

**Section A: Changes to Job Description**

Each employee within the bargaining unit shall be given a copy of their job description. The Union shall be provided with a copy of each job description upon request. The Union will be given the opportunity to review and comment on all new and/or changed job descriptions.

**Section B: Position Review**

An employee may request a review of his/her position classification or a desk audit. Classification reviews and desk audits shall be conducted in accordance with the District Personnel Manual ("DPM").

Such a request for a review shall be made in writing to the immediate supervisor who will meet with the employee and/or his/her representative, to discuss and attempt to resolve the matter. If the matter is not satisfactorily settled at this level the employee may

request a review through the appropriate servicing personnel authority, in the D.C. Office of Human Resources.

## **ARTICLE 27**

### **DETAILS AND TEMPORARY PROMOTIONS**

#### **Section A: Details**

1. Details or temporary promotions shall be made in accordance with the appropriate provisions of the District Personnel Manual and may be used to meet the temporary employment needs of Management's work programs, on the job training and emergencies occasioned by abnormal workload or unanticipated absence.
2. Consistent with D.C. Personnel Regulations, when an employee is detailed to a higher graded position for more than one hundred and twenty (120) days, he/she shall receive the higher rate of pay as acting pay, effective the pay period which begins on or after the ninety-first (91<sup>st</sup>) day. The employee on detail shall at all times be considered the incumbent of his/her regular position.
3. For details in excess of thirty (30) days, the detail shall be documented, a copy given to the employee and a copy made a part of the employee's official personnel file.
4. Details to meet temporary needs of Management's work programs will be made on a rotation basis among qualified employees.
5. For details in excess of ninety (90) days, the employee's performance in the position to which he/she has been detailed shall be evaluated (including a rating) by the detail supervisor; the detail evaluation shall be included in the employee's official personnel file.
6. Details shall not be made as a means of retaliation or punishment.

#### **Section B: Temporary Promotions**

1. A career employee may be given a temporary promotion to meet a temporary need. Upon termination of the temporary promotion, the employee shall return to the same or to a comparable position from which the employee was temporarily promoted.
2. A temporary promotion of 120 days or less may be made without regard to merit promotion requirements.

3. A temporary promotion exceeding 120 days shall be made in accordance with merit promotion procedures.

## **ARTICLE 28**

### **OPERATION OF DISTRICT OF COLUMBIA VEHICLES**

#### **Section A: Purpose**

The Agency and the Union agree employees operating District of Columbia motor vehicles shall comply with all laws, rules, regulations and the policies of the District of Columbia during the operation of Government owned vehicles.

#### **Section B: Parking Spaces and Parking Citations**

The parties agree that employee(s) assigned to operate government owned vehicle(s) in areas where parking space(s) are at a premium and/or at location(s) where parking space(s) are difficult to find, shall be given a valid District of Columbia government parking permit, where available.

1. Parking of government vehicles are governed by the April 9, 2007 Memorandum on "Adjudication of Parking Tickets Incurred During Government Service" (Memorandum) issued by Lucinda Babers, Interim Director, Department of Motor Vehicles. The Memorandum is attached as Appendix A to this Agreement.
2. Where employees are in compliance with the Memorandum and receive tickets, the Agency will pay or adjudicate such tickets. Employees are required to cooperate with such processing or adjudication.

## **ARTICLE 29**

### **REDUCTION IN FORCE**

#### **Section A: Authority**

Any reduction in force during the term of this Agreement shall be conducted in accordance with District of Columbia statutory provisions, Chapter 24 of the DPM, and this Article.

**Section B: Consultation**

The Agency agrees to consult with the Union in advance once a decision is made to conduct a reduction-in-force. The Agency further agrees to minimize the effect of the reduction-in-force on employees and to consult with the Union toward that end.

**Section C: Bargaining over the Impact and Effect**

The Agency agrees to bargain with the Union over lessening the impact and effect of a reduction-in-force. Bargaining shall commence after a decision has been made to conduct a reduction-in-force and upon request by the Union. The Union shall be given a written notice of the agency's decision to conduct a reduction-in-force. This notice shall be sent within five (5) days of the Agency's decision to conduct a reduction-in-force.

**Section D: Information Request**

In the event of a reduction-in-force, the Agency shall upon request, provide information needed by the Union to engage in effective impact and effect bargaining. The Agency shall provide the information within seven (7) workdays of receipt of the Union's request for information. The Union will be advised of any information that is not available during the seven (7) workday response period and will be advised as to approximately when it would be available.

**ARTICLE 30**

**CONTRACTING OUT**

**Section A: Union Notification**

When there will be an adverse impact to bargaining unit employees, the Agency shall notify and consult with the Union sixty (60) calendar days prior to final action on such contract, except in emergencies, in which case notice will be given as soon as practicable. The Union shall have full opportunity to make its recommendations known to the Agency 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. The Union shall be provided the following information:

1. The financial savings to be realized by the Employer in accordance with D.C. Official Code § 2-301.05b – Privatization Contracts and Procedures Requirements;
2. The impact and effect of the action on union employees, including job loss;

3. The actual and potential skills of the employees presently doing the work;
4. The equipment, facilities and/or machinery needed for the work;
5. The likelihood that the work will have to be done on a long-term or recurrent basis; and/or
6. Such other factors as may be deemed applicable by the Agency or by the Union, per their request, as a result of a need for clarification related to the notification to contract out.

**Section B: Employee Impact**

The Employer agrees to place employees who have been displaced by such action in other available vacant positions, within the Department, for which they are qualified and able to perform, in accordance with the applicable District Personnel Regulations.

**ARTICLE 31**

**TOOLS**

**Section A: Issuance of Tools**

Management shall provide, at no cost to employees, all tools needed to perform the work.

**Section B: Care of Tools**

The Employer shall maintain its power and special tools in a safe working condition. Employees will be responsible for proper care and safe operation of power and special tools. Tools issued will remain the property of the District of Columbia government. Employees terminated, retired or resigning shall be required to return such tools prior to leaving the job.

**ARTICLE 32**

**ENVIRONMENTAL PAY DIFFERENTIAL**

The Union may submit to the Agency a list of positions which it believes to be eligible for environmental pay differential. The Agency shall submit this list to the D.C. Office of Human Resources for approval or disapproval of the differential, within three working days of receipt from the Union. The Office of Human Resources will process the

submission. The Union and the Agency will be notified in writing of the decision. The decision shall state the reason(s) why the request for differential was approved or denied.

## **ARTICLE 33**

### **WORK ON HOLIDAYS**

#### **Section A: Holidays**

The holidays are as follows:

1. New Year's Day, January 1<sup>st</sup> of each year;
2. Dr. Martin Luther King, Jr's Birthday, the 3<sup>rd</sup> Monday in January of each year;
3. President's Day, the 3<sup>rd</sup> Monday in February of each year;
4. Emancipation Day, April 16<sup>th</sup> of each year;
5. Memorial Day, the last Monday in May of each year;
6. Independence Day, July 4<sup>th</sup> of each year;
7. Labor Day, the 1<sup>st</sup> Monday in September of each year;
8. Columbus Day, the 2<sup>nd</sup> Monday in October of each year;
9. Veteran's Day, November 11<sup>th</sup> of each year;
10. Thanksgiving Day, the 4<sup>th</sup> Thursday in November of each year; and
11. Christmas Day, December 25<sup>th</sup> of each year.
12. Inauguration Day, January 20<sup>th</sup>, every four (4) years;

Any other day designated to be a legal holiday by the Congress or the Mayor or the U.S. President.

#### **Section B: Work on Holidays**

Except for environmental emergency operations, or continuous shift operations, any necessary work performed on a holiday shall be performed by volunteers. In the event the number of volunteers is not sufficient the work assignment will be based on seniority

within the work unit or office. Management reserves the right to require employees to do necessary work on holidays.

## **ARTICLE 34**

### **HOURS OF WORK**

#### **Section A: Workday**

The hours of work shall be consecutive except as interrupted by a lunch period.

#### **Section B: Workweek**

The Agency agrees to establish a workweek for employees, in accordance with D.C. Code Section 1-612.01.

#### **Section C: Continuous Operations and Shifts**

Work schedules for employees assigned to shifts, showing the employee's workdays and hours shall be posted on appropriate bulletin boards. The Union shall be provided an opportunity to review and comment, prior to the implementation of new shifts that would affect the members of the units.

#### **Section D: Changes in Work Schedules**

Except in emergencies, circumstances which would disrupt agency operations or where such changes in regular work sites and/or work schedules are part of the normal operation of the job, Management shall provide employees seven (7) workdays advance notice of any changes to their work site or work schedule.

#### **Section E: Shift Schedule Preference**

If the Agency introduces new shift schedules or revises existing shift schedules, employees in each affected job classification shall be permitted to request in writing their preference for the new shift assignment. If more than a sufficient number of employees seek a specific shift, the Agency shall make the assignment according to seniority. If less than a sufficient number of employees seek a specific shift, the Agency shall make the assignment in reverse seniority order, (i.e., the junior employee fills the least desirable shift). The Agency agrees to respond to employees requesting shift preference within one day of the request. Hardship cases shall be considered on a case by case basis.

#### **Section F: Flexible/Alternative Work Schedule or Change in Tour of Duty**

1. Normal work hours may be adjusted to allow for flexible/alternative work schedules requested by employees, with appropriate adjustments in affected leave

and compensation items (e.g., overtime, premium pay, compensatory leave, etc.). Such schedules may be appropriate where it increases employee morale and productivity. The Union shall be given advance notice of all changes to work schedules, prior to the change.

2. A flexible/alternative work schedule shall provide that overtime compensation will not begin until the regularly scheduled workday or tour of duty has been completed. Other premiums shall be based on the regular scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave shall 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 shall be charged on an hour-by-hour basis.

**Section G: Breaks for Clean-Up**

Management shall provide a fifteen (15) minute time period for employees to clean up prior to lunch and at the end of the workday.

**Section H: Time if Detailed Elsewhere**

Employees detailed out of their section for periods of one day or less shall be allowed a reasonable amount of time to return to their own section before quitting time to put away equipment and personal property.

**Section I: Rest Periods**

The Agency shall provide two (2) fifteen (15) minute breaks on each shift, regularly scheduled workday, and/or tour of duty. At a minimum, one for each four (4) hour period worked. The same principle shall apply for overtime worked beyond the regular shift, regularly scheduled workday, and/or tour of duty, except that the employee must work one (1) hour or more to qualify for a fifteen (15) minute overtime rest period and for every four (4) hours, or major portion thereof worked. Following the first four (4) hours of overtime work, the employee shall be given a thirty (30) minute lunch period. If the employee works the better part of eight hours of overtime, the employee shall be allowed two (2) fifteen (15) minute breaks.

**ARTICLE 35**

**SNOW EMERGENCY OPERATIONS**

**Section A:**

When a snow or other emergency situation exists, Management will notify in advance those employees who are required to work. Generally, Management will divide the employees into two groups, Group 1 and Group 2. Groups will alternate their assigned

tours throughout the snow season. Employees will work during their normal tour of duty and the appropriate group will be required to remain during a snow emergency situation. Should the emergency continue, the other group will report at the designated time and continue to work through their normal tour of duty. This rotation shall continue until the emergency is over.

Management reserves the right to establish different groupings during situations requiring extended emergency operations. Management agrees to give employees appropriate notice in any such situations.

**Section B:**

Bulletin boards or telephone communications will be utilized to notify those employees in any group required to work the next snow or other emergency. Reasonable efforts will be made to equalize overtime. When an emergency arises employees are required to report to his/her emergency operation group. A unit employee seeking to be excused must make his/her request with the appropriate supervisor.

**Section C:**

Management will maintain a current listing of employees in the groups. The list of employees in each group will be reviewed with the Chief Steward for the Bureau and posted prior to November 15 each year.

**Section D:**

Management shall not be required to work all employees in any one group during any emergency overtime period. Only those employees in a particular group needed during a snow storm will be requested to work.

**Section E:**

During extended emergency operations, rest periods, shelters and an opportunity to eat will be provided.

**Section F: Lunch Periods and Rest Breaks:**

1. Except in emergencies specifically declared as such by a responsible official of the Department, employees will be provided ample opportunity for lunch periods during their regular tour of duty, which will not be used as a basis for pay. When an emergency has been declared the following paragraphs shall apply:

a. An employee's method of compensation shall be consistent with District rules and regulations when a responsible official of the

Department designates a specific time period for eating and all work ceases to allow employees to eat.

b. When a responsible official determines that no period will be set aside for eating and employees are allowed to eat during working lapses, without interfering with normal work process, the employees will receive pay for the time required to eat.

c. Employees will be relieved for rest breaks as often as necessary and reasonable during emergency operations.

**Section G:**

By agreeing to renew Article 35 without change, the Parties reserve their respective positions regarding the validity and interpretation of the ‘Memorandum of Agreement between the District of Columbia and the Labor Organizations Representing Compensation Units 1 and 2, District of Columbia Snow Removal Programs,’ dated December 5, 2007 and November 27, 2007, signed by Natasha Campbell and George T. Johnson.

**ARTICLE 36**

**INCLEMENT WEATHER CONDITIONS**

**Section A: General**

This Article does not apply to snow emergency operations.

**Section B: Early Dismissal**

When the early dismissal of employees is authorized the Agency agrees to dismiss all affected non-essential employees.

**Section C: Extreme Temperatures**

In the event of excessive temperatures that cannot be immediately corrected or equipment failure, that precludes the performance of work or present unsafe/unhealthy working conditions, the Agency agrees that affected employees working inside buildings shall be dismissed or relocated for that workday. Except for emergency situations, the Employer agrees to relieve, as necessary, employees working outside during extreme heat or cold conditions by curtailing, rescheduling tours of duty, or suspending such operations or reassigning employees to other duties, inside or outside, or dismissing employees on paid administrative leave, at the Employer’s option.

**Section D: Facilities During Emergency Operations**

The Agency agrees to provide or make accessible during prolonged emergency operations, restrooms and other facilities, as necessary, including toilet, heat, first aid kit and drinking water. Employees shall be afforded an opportunity to eat at prescribed intervals during such emergencies, and shall be entitled to rest periods as set forth in Article 34, Hours of Work.

**Section E: Work Assignments**

During inclement weather, the Agency agrees to reassign employees who are unable to perform their regular duties because of weather conditions to other duties as needed or provide a full day's tour of duty.

**Section F: Reporting to Work**

During inclement weather where the Agency has declared an emergency, employees shall be given a reasonable amount of time to report for duty without charge to leave; this reasonable time shall not exceed two hours after the assigned start time of the employee. Those employees required to remain on their post until relieved shall be compensated at the appropriate overtime rate and/or compensatory leave, at the overtime rate for the time it takes his/her relief to report for duty. It shall remain the employee's choice if the employee is paid overtime or receives compensatory time.

**Section G: Leave Usage**

Employees shall be allowed to use leave during inclement weather in accordance with Article 20 - Leave.

**ARTICLE 37**

**ADMINISTRATIVE CLOSINGS**

**Section A: Definition of an Emergency**

Emergency is generally construed to mean those periods when the health and welfare of the residents/visitors of Washington, D.C. are placed in jeopardy.

City-wide emergencies shall be declared by the Mayor of the District of Columbia. Those emergencies affecting the Agency's operations shall be declared by the Agency, with immediate notice to the Union president.

**Section B: Definition of Administrative Closing**

An Administrative Closing is defined as any closing of the District Government operations at the direction of the Mayor or the Department or Agency Head. These situations may arise for a number of reasons, including, but not limited to weather, power failures, interruption of public transportation, equipment failures, fires or acts of terrorism.

**Section C: List of Essential\ Emergency Positions**

The Agency agrees to provide the Union, annually, with a list of all bargaining unit positions identified as essential/emergency and the encumbered employee's name, grade and job title and the duration of the essential/emergency status. Each employee, whose position has been identified as essential/emergency, shall be notified annually of the essential/emergency status.

The Agency shall provide the Union with written notice of any changes in the designation of essential/emergency positions and employees. The Union shall have the opportunity to comment on the designation of positions as essential/emergency. The Agency shall meet with and consider the Union's comments.

The Agency shall publish an official listing of essential/emergency positions and, where applicable, shall include a statement of "essential" on all future vacancy announcements.

**Section D: Non-Essential Employees**

During an administrative closing, all non-essential employees who are covered by this Agreement shall be granted administrative leave upon the closing of the District Government or a Division, Unit, Office, or Agency covered by this Agreement.

**ARTICLE 38**

**GRIEVANCE AND ARBITRATION PROCEDURES**

**Section A: Scope**

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances and to enable the parties to resolve grievances at the lowest possible administrative level.

**Section B: Presentation of Grievances**

A grievance is a complaint by employee(s) and/or the Union that there has been:

1. Violation, misapplication or misinterpretation of this Agreement and/or the Compensation Agreement;
2. Violation, misapplication, and/or misinterpretation of any laws, rules, regulations, and policies affecting the terms and conditions of employment.

**Section C: Categories of Grievances**

1. **Individual** - A grievance of an individual or personal nature. In the case of an individual grievant proceeding without Union representation, the Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance. The Agency shall be responsible for notifying the Union of any such meeting.
2. **Group** - A grievance involving a number of employees in the bargaining unit. A group grievance may be filed at whatever step a resolution is possible.
3. **Class** - A grievance involving all the employees in the bargaining unit of a Department and/or Agency. A class grievance must be signed by the Union President or his/her designee and may be filed directly at Step 3 or Step 4 of this procedure. Grievances so filed shall be processed only if the issue raised is common to all employees in a specific agency and/or within the bargaining unit.

**Section D: General**

1. If the Agency declares a grievance procedurally non-grievable/arbitrable, it must make such declaration in writing in response to the Step 3 grievance or, if the initial step is after Step 3, in the response at the initial step. All questions of procedural Grievability/Arbitrability not raised in response to the Step 3 grievance or, if the initial step is after Step 3, in the response at the initial step, shall be deemed waived. Questions of procedural grievability/arbitrability are for the arbitrator to decide and shall be decided by the same arbitrator selected to hear the merits of the grievance. Questions of substantive arbitrability/grievability will be pursued in accordance with applicable law.
2. If the Agency does not respond within the time limits specified in each step, the employee or the Union may invoke the next step, treating the lack of response as a denial of the grievance.
3. All time limits shall be strictly observed unless the parties mutually agree in writing to extend the time limits. Days shall mean calendar days, unless stated otherwise.
4. The presentation and discussion of grievances shall be conducted at a time and place that shall afford a fair and reasonable opportunity for both parties and their witnesses to attend. During arbitration, no witness shall be heard if the

arbitrator determines his/her testimony is not relevant. When discussions and hearings are required under this procedure and are held during the work hours of the Department or Agency, participants and witnesses shall be considered in a pay status for this purpose. The Agency shall make witnesses available for testifying at arbitration(s). The Agency may stagger the release of employees to accommodate operational demands. Witness lists shall be exchanged seven (7) workdays before the initial hearing date.

5. The Agency shall provide current and accurate information and documentation to all requests for information related to the preparation and presentation of a grievance.

6. Upon receipt, the Agency shall provide written notice to the Union of all grievances filed by employee(s), who are processing grievance(s) without Union representation.

7 Only the Union can invoke arbitration for any grievance filed pursuant to this Agreement.

#### **Section E: Procedural Steps**

**Step 1.** The aggrieved employee (with or without his/her Union representative) and/or the Union shall orally or in writing present and discuss the grievance with the employee's immediate supervisor, within fifteen (15) workdays of the occurrence or the event giving rise to the grievance becoming known to the employee or the Union. The immediate supervisor shall make a decision on the grievance and orally communicate the decision to the employee or to the Union within ten (10) workdays from the date of the presentation of the grievance.

**Step 2.** If the grievance remains unresolved, the employee, with or without his/her Union representative, or the Union shall submit a written grievance to the next level manager within ten (10) work days of the date of the Step 1 response or, if a response is not received by the due date, within ten (10) work days of the response due date. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this step shall contain:

1. A statement of the specific provision(s) of the Agreement alleged to be violated;
2. The date(s) on which the alleged violation(s) occurred;
3. The manner in which the alleged violation(s) occurred;
4. The specific remedy or adjustment sought; and
5. Signature of the employee or Union representative, as applicable.

Should the grievance not contain the required information, the grievant and/or the Union shall be so notified in writing and granted the opportunity to resubmit the grievance within five (5) work days of receipt of such notice.

A response to the Step 2 grievance shall be made by the manager within seven (7) workdays of the date of receipt of the Step 2 grievance.

**Step 3.** If the grievance remains unresolved, the employee and/or Union shall submit a Step 3 grievance to the Agency Administrator or his/her designee, within ten (10) work days following the Step 2 response or, if a response is not received by the due date for Step 2, within ten (10) work days of the Step 2 response due date. The Administrator, or his/her designee, within the administration shall respond in writing within ten (10) workdays of receipt of the Step 3 grievance.

**Step 4** If the grievance remains unresolved, the employee and/or Union, shall submit a Step 4 grievance to the Agency Director within ten (10) work days, following the receipt of the Administrator's or his/her designee's response or the response due date for Step 3. The Department Director or Agency Head shall respond, in writing, within ten (10) workdays of receipt of the Step 4 grievance.

**Step 5.** If the grievance remains unresolved the Union within fifteen (15) workdays from receipt of the Step 4 response or the Step 4 response due date, shall advise the Agency Director, with a copy to the Director, Office of Labor Relations and Collective Bargaining, or his/her designee, in writing whether the Union intends to request arbitration on the grievance. Should the Union request arbitration, such request shall include a settlement, setting forth grounds for the grievance consistent with Step 2.

#### **Section F: Selection of Arbitrator**

1. Selection of an Arbitrator - Within ten (10) work days of the written notice to arbitrate, the Union shall request the Federal Mediation and Conciliation Service ("FMCS") to refer a panel of seven (7) impartial arbitrators. A copy of the FMCS panel request shall be sent to the Director, Office of Labor Relations and Collective Bargaining. Within fifteen (15) days of receipt of the FMCS panel, the parties shall select one of the names on the list as mutually agreeable, or if there is no mutually agreeable arbitrator, each party alternately strikes a name from the FMCS panel until one remains. A coin shall be tossed to determine who shall strike first. If none of the submitted arbitrators are acceptable, one (1) new panel may be sought before the selection process begins.

2. FMCS shall be empowered to make a direct designation of an arbitrator to hear the case if either party refuses to participate in the selection of an arbitrator.

## **Section G: Conducting Arbitration**

1. The arbitrator shall hear and decide only one (1) grievance in each case, unless the parties mutually agree to consolidation of grievance(s).
2. The arbitration hearing shall be informal and the rules of evidence shall not strictly apply.
3. The hearing shall not be open to the public. The hearing shall be open to the parties and witnesses relevant to the grievance including Management representatives, the aggrieved employee(s), Union Officials and representatives of the aggrieved employee(s), including Union attorneys and national representatives. The Union and Management may have observers attend the arbitration hearing. In the case of a class grievance involving employees from more than one unit, division, or office, the Union representatives for all affected units shall be allowed to attend the arbitration hearings.
4. Witnesses shall be sequestered upon request of either party.
5. Either party may have the arbitration proceedings recorded stenographically or otherwise. The cost of the transcript will be borne by the party requesting the stenographic recording, unless the parties mutually agree to equally share the cost. If a party, who has not requested a stenographic recording, subsequently requests a copy of the transcript, the party shall be charged the copy cost for the transcript and will pay for one-half of the cost of the arbitrator's copy of the transcript.
6. Hearings shall be held in the Office of Labor Relations and Collective Bargaining, or at the District building that contains the Grievant's work site, or at another mutually agreeable location. If the Parties disagree as to whether the hearing should be held in the Office of Labor Relations and Collective Bargaining, or at the District building that contains the Grievant's work site, that matter will be decided by the arbitrator.

## **Section H: Arbitrator's Award**

1. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings, reasoning and conclusion, within thirty (30) calendar days after the conclusion of the hearing, or within thirty (30) calendar days after the arbitrator receives the parties' briefs, if any, whichever is later.
2. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement through the award. The arbitrator shall conform his/her award to the issues presented in the grievance.

3. The award cannot provide relief retroactively to a time before the date of the occurrence of the event upon which the grievance is based.
4. The arbitrator's award shall be binding upon both parties. A timely appeal may be filed by either party, with the D.C. Public Employee Relations Board.
5. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expenses of the arbitrator shall be shared equally unless the arbitrator allocates responsibility otherwise in the Award.

## **ARTICLE 39**

### **DISCIPLINE**

#### **Section A: General**

Discipline shall be administered in a fair, equitable, consistent, objective and nondiscriminatory manner. Disciplinary action shall not be taken in a manner that is retaliatory or constitutes harassment. Employees shall not be subject to restraints, interference, coercion or reprisals in the disciplinary process.

Discipline shall be imposed on employees for cause and shall be progressive in nature.

#### **Section B: Types of Disciplinary Actions**

For the purposes of this Article, discipline shall include the following:

1. Corrective Actions: written reprimands or suspensions of less than ten (10) days.
2. Adverse Actions: removal, suspension for ten (10) days or more, or a reduction in position, grade or pay.

An employee may appeal a corrective action or adverse action through the grievance process. Adverse actions may be appealed through the grievance process or the employee may elect to file an appeal at the Office of Employee Appeals ("OEA"). For an adverse action, the submission of a written grievance or the filing of a petition with the Office of Employee Appeals, whichever event is earlier shall be considered an election by the employee. The choice of one avenue of relief forfeits access to the other.

#### **Section C: Progressive Discipline**

1. Discipline shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction, consistent with the principles of progressive

discipline. It is also acknowledged that immediate adverse action up to discharge is sometimes appropriate.

2. In selecting the appropriate penalty to be imposed in a corrective or adverse action, the Agency shall consider relevant factors, including any mitigating or aggravating circumstances. The results of such consideration shall be in writing and placed in the corrective or adverse action file. An employee's prior disciplinary record may be considered. However, the following time limits on prior disciplinary actions shall apply when determining the appropriate discipline:

a. A reprimand and/or a suspension of less than ten (10) days shall be considered a prior offense and may be cited only within two (2) years of the effective date of the reprimand, and only if it was not withdrawn earlier by the deciding official issuing the action by a court, or by other competent authority.

b. An adverse action shall be considered a prior offense and may be cited only within three (3) years from the effective date of the action, and only if not withdrawn earlier by the deciding official issuing the action, by a court, or by other competent authority.

3. Consideration may be given to correcting the problem through the use of the Employee Assistance Program ("EAP"). For purposes of disciplinary actions and penalties, days are defined as calendar days, unless otherwise stated herein.

#### **Section D: Time Frame for Proposing Disciplinary Action**

After discovery of the incident, an investigation shall be conducted in a timely manner, and discipline shall be imposed upon the conclusion of any investigation.

#### **Section E: Grievance Process**

Employees may grieve disciplinary actions through the negotiated grievance procedure set forth in Article 38 Grievance and Arbitration Procedure, of this Agreement at the step of the next higher level manager than the deciding official, within fifteen (15) workdays of the receipt of the final decision. If the deciding official is the Director of the Agency, the grievance shall be filed at Step 4 of Article 38.

#### **Section F: Probationary Employees**

This Article shall govern disciplinary actions imposed on probationary employees. However, the removal of an employee during his/her probationary period is neither grievable nor appealable, and shall be done in accordance with the DPM.

**Section G: Privacy**

If a supervisor has reason to discipline an employee, it shall be done in private and in a manner that shall not embarrass the employee before other employees or the public.

**Section H: Notice of Proposed Disciplinary Action**

1. An employee for whom adverse action is proposed shall be entitled to at least 15 calendar days advance written notice of a proposed adverse action, or ten (10) calendar days if corrective action is proposed. The notice shall identify the cause and the reason(s) for the proposed action.
  
2. A notice of proposed corrective or adverse action shall contain the following information:
  - a. The violation or infraction allegedly committed by the employee and where the employee/union can obtain the supporting documentation;
  
  - b. The Agency shall give specific description of the incident(s), including the date(s) of the occurrence that resulted in the Agency proposing disciplinary action;
  
  - c. The name and telephone number of the hearing officer and/or disinterested designee;
  
  - d. A statement that the employee is represented by AFGE Local 631 and should seek assistance from the Union.

A response to the proposed disciplinary action is due ten (10) workdays after the employee receives the notice of proposed discipline.

**Section I: Union Notification and Support Documentation**

Recognizing that the Union is the exclusive representative of the employees covered by this Agreement, the Agency shall notify the Union of proposed disciplinary actions. A written notice shall be provided to the Union President identifying the name of the employee, the date the employee received the proposed action and the proposed penalty. This notice to the Union shall be mailed to the Union President at the time the document(s) is issued to the employee. The parties may mutually agree, in writing, to other methods of delivery of the notice to the Union.

The materials upon which the proposed discipline is based shall be made available to the employee and his/her authorized representative for review. The employee and his/her authorized representative shall be provided with copies upon request.

Any information that cannot be disclosed to the employee and/or his/her representative at the time the proposal is issued shall not be used as support for the proposed action and final decision.

**Section J: Active Duty Status**

Except for employees on paid administrative leave, an employee shall remain in an active duty status, during the proposed notice period.

**Section K: Deciding Official**

The person proposing a disciplinary action shall not be the deciding official, except in those circumstances where the Department Director is the proposing official.

1. The deciding official may either sustain the penalty, reduce it or dismiss the action, but shall not increase the penalty. In cases of termination, the deciding official may remand the hearing officer's recommendation to the hearing officer with instruction for further consideration.
2. If the proposed action is sustained in whole or in part, the written decision shall identify the reason for the decision and shall describe whether the proposed penalty has been sustained or reduced, and inform the employee of his/her right to appeal or grieve regarding the decision, and the right to be represented. The final decision shall also specify the effective date of the action.

**Section L: Final Decision**

A Notice of Final Decision, dated and signed by the deciding official, shall be delivered to the employee on or before the date that the action is to be 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 before the effective date.

If a final decision is grieved through the negotiated grievance procedure, a written grievance shall be filed within fifteen (15) workdays of the receipt of the final decision, as provided for in Section E of this Article.

**ARTICLE 40**

**UNIFORMS**

**Section A: Issuance of Uniforms**

Government issued property such as uniforms, badges and equipment should be used only for its intended purposes while employees are on official government business. Employee(s) issued uniforms are required to wear such uniforms while on duty. Female employees covered by this Agreement who normally receive uniforms shall be issued

industry standard work clothing designed for women. The Department of Public Works (DPW) agrees to pay for laundering/clean uniforms on a weekly basis.

The Agency agrees to furnish the bargaining unit employees, in positions designated under Section F of this Article, the uniform items listed below. Office and mailroom personnel shall be issued smocks and thin rubber gloves.

OPM (December every other year)	DPW (June annually)
5 pairs of pants	5 pairs of pants
5 short sleeve shirts	5 short sleeve shirts
5 long sleeve shirts	5 long sleeve shirts
1 pair of coveralls	1 pair of coveralls
1 pair Refrigerator coveralls	1 pair of Refrigerator coveralls
2 pairs of work shoes/boots (Steel or fiberglass toe protection, if required)	1 pair of work shoes/boots
1 jacket	1 jacket
1 long coat (Frigid weather coat)	2 pair Heavy Duty Gloves (no limit - as needed) Goggles (no limit- as needed)
1 summer cap	1 summer cap
1 winter hat	1 winter hat
1 pair of hip boots (If required)	2 packages of T-Shirts (3 to a pack)
Gloves and Goggles (No limits-as needed)	
1 set of Industrial rain gear (hat, jacket, pants and boots)	1 long coat
3 Smocks and thin rubber gloves for office and mail room personnel	2 sweaters(zip up front) 1 Set of Industrial rain gear (hat, jacket, pants, and boots)

OPM means the Office of Property Management.

Management agrees to replace the above items as set forth in this Article. Employees shall be measured each year at a time that allows the Agency to assure timely delivery of uniforms.

### **Section B: Employee Responsibility**

Employee(s) terminating employment will be required to return identification badges, cell phones, electronic equipment, uniforms and other government property in their possession, prior to receiving their final check. If an employee fails to return the above items, the District may deduct up to a maximum of two hundred fifty dollars (\$250.00), or if the value of the item(s) is greater than \$250.00, one-half the net amount of the final pay check(s) due, based upon the depreciated value of the item(s). Employees will be allowed to explain extenuating circumstances prior to monies being deducted from their final pay check. Employee seeking to provide such an explanation shall submit a written statement to the Department Director. Any deduction made from final pay under this

provision shall not waive the right of the employee to challenge the validity of the deduction or the right of the District to seek the return and/or additional reimbursement for items not returned by the employee.

**Section C: Measurements and Corrections**

Management shall work to ensure that accurate measurement of employees and correct sizes of uniforms are received by employees. Corrections needed on uniforms shall be completed promptly, after notice of the incorrect fit by the employee. Employee(s) shall provide notice of an incorrect fit, within 7 working days of receiving the new or replacement uniform. Corrections needed on uniforms shall be completed within thirty (30) days after notice of incorrect fit by the employee.

**Section D: Recommendation for Additional Uniforms**

The Union may submit in writing, to the Management of each department or agency, recommendations regarding uniforms. Management agrees to meet with a representative of the Union to discuss the recommendations made by the Union.

In addition to the items in Section A, Management may issue other uniform items deemed necessary. Labor-Management meetings may be utilized to assist in determining additional uniform needs in particular departments or agencies.

**Section E: Cooperation**

It is the desire of Management to provide uniforms on a timely basis, consistent with the Collective Bargaining Agreement. To this end, the parties agree to cooperate in the administration of this Article.

**Section F: Definition of Trade Positions**

For purposes of this Article, the following positions are designated to receive uniforms under this Article. Other positions may be designated, after consultation by the parties to this Agreement: All mechanics, plumbers carpenters, painters, boiler plant worker, maintenance worker, pipe fitter, welder, maintenance mechanic, vehicle operator, engineering equipment operator, mason, laborer, electrician, equipment repairer, Tools and Parts attendants, equipment specialists, locksmith, truck driver, roofer, HVAC and all helpers.

**ARTICLE 41**

**IMPROVED BENEFITS**

Any employee covered by this Agreement shall automatically receive any benefits of any future legislation, ordinance or order which improves on non-compensation benefits

## ARTICLE 42

### ADMINISTRATION OF OVERTIME

#### Section A: Equal Distribution of Overtime

Overtime work shall be equally distributed among employees and appropriate specific arrangements for the implementation of this concept may be a topic at Union-Management Cooperation Meetings or Labor Management meetings. Specific employees' qualifications and emergency circumstances may be considered when decisions are made on which employee shall be called for overtime work.

#### Section B: Rotating Overtime

Management will solicit volunteers when overtime work is required. In the event a sufficient number of volunteers who are qualified to perform the job functions are not available, overtime work will be rotated based on seniority in the office or unit until each employee has been offered overtime. Instances of hardship shall be presented to the supervisor and shall be considered on a case by case basis.

#### Section C: Failure to Report for Overtime Work

An employee who fails to report for previously scheduled overtime shall be taken out of the overtime rotation cycle or overtime scheduling. The employee shall be placed back into the rotation after 30 days. This section does not preclude management's exercise of its rights to impose disciplinary action.

## ARTICLE 43

### DRUG AND ALCOHOL TESTING

Employees who hold a CDL license, as required by their positions, shall be tested for drug and alcohol in accordance with the U.S. Department of Transportation regulations. CDL employees who test positive for drug and/or alcohol use while on duty in accordance with U.S. Department of Transportation regulations, shall be disciplined in accordance with Article 39 of this Agreement and the chart of appropriate penalties listed below. This penalty chart does not apply to post-accident testing or testing because of damage to person or property.

Alcohol Use While on Duty	1 <sup>st</sup> offense	2 <sup>nd</sup> offense	3 <sup>rd</sup> offense
After a positive test result showing the following: · Drunkenness on duty in violation of the DOT regulations	Reprimand to Suspension for up to	Suspension for 20-30 days	Removal

· Alcohol use while on duty in violation of the DOT regulations	15 days		
<b>Use of Illegal Drugs: Unauthorized Use or Abuse of Prescription Drugs; or Positive Drug Test Result</b>			
After a positive test result showing the following: · Illegal drug use while on duty in violation of DOT regulations · Unauthorized use or abuse of prescription drugs in violation of DOT regulations	Suspension for 15 to 30 days	Removal	N/A

**ARTICLE 44**

**ICE MACHINES AND OTHER EQUIPMENT**

The Employer agrees to furnish and maintain water coolers and/or ice machines, and cups wherever and whenever necessary. The Employer agrees to service and keep all water coolers and/or ice machines and drinking water fountains in proper working condition.

**ARTICLE 45**

**NEW TECHNOLOGY AND EQUIPMENT**

**Section A:**

Whenever the Agency proposes to acquire or implement any mechanical device or technological change or system based upon new technology or new procedures that may adversely impact on employees in the bargaining unit, the Agency shall notify the Union in writing at least 60 days prior to implementation. Once bargaining is requested, the parties shall bargain as permissible by law.

**Section B:**

The Agency shall provide appropriate training for affected employees to acquire the skill and knowledge necessary for the new equipment or procedure. The training shall be held during working hours or during non-work hours, which will be paid at the overtime rate. The Employers shall bear the expense of the training.

**ARTICLE 46**  
**WORK RULES**

Employees shall be advised of verbal and written work rules which they are required to follow.

**ARTICLE 47**  
**REORGANIZATION**

**Section A:**

The Employer agrees to provide the Union with thirty (30) days notice of its intent to reorganize. The Union shall be allowed to bargain to the extent permissible by law, prior to implementation.

**Section B:**

The Union, upon written request, shall receive documents related to the reorganization that is relevant and necessary to the Union's performance of its role as exclusive collective bargaining representative.

**ARTICLE 48**  
**SUCCESSORSHIP**

This Agreement shall be binding upon the parties hereto. In the event of a change in the Agency, this Agreement shall be binding on the Agency's successor.

**ARTICLE 49**  
**SAVINGS CLAUSE**

In the event any article, section or portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation, or by decree of a court or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the legislation or decision, and shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. Upon issuance of such decision, the Employer and the Union agree to enter into negotiation for a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 50**

### **DURATION AND FINALITY OF AGREEMENT**

#### **Section A: 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. Code, 2001 Ed.). This Agreement shall be effective as of the day of final approval, and shall remain in full force and effect until the 30<sup>th</sup> day of September, 2013. Should either party desire to renegotiate, renew, or extend or modify this Contract, notice will be given in writing on or before March 31 of the year preceding the September termination date. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

#### **Section B: Finality**

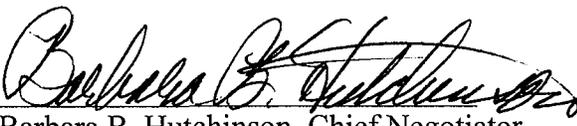
This Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable non-compensation issues, and contains the full agreement of the parties as to all such non-compensation issues that were or could have been negotiated. The Agreement shall not be reconsidered during its life unless by mutual consent or as required by law.

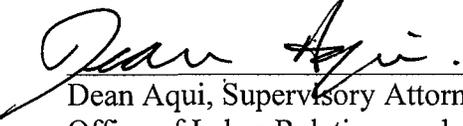
IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 6th day of October, 2009.

FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT

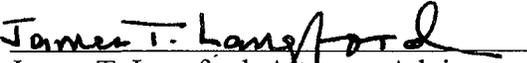
  
\_\_\_\_\_  
Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

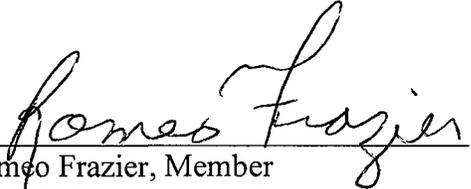
FOR THE UNION, AMERICAN  
FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 631

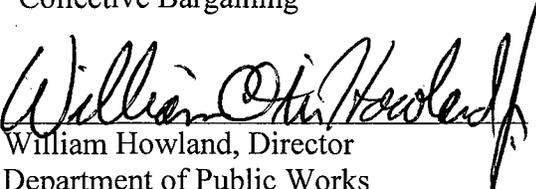
  
\_\_\_\_\_  
Barbara B. Hutchinson, Chief Negotiator  
AFGE, Local 631

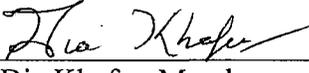
  
\_\_\_\_\_  
Dean Aqui, Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

  
\_\_\_\_\_  
Barbara J. Milton, President  
AFGE, Local 631

  
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James T. Langford, Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

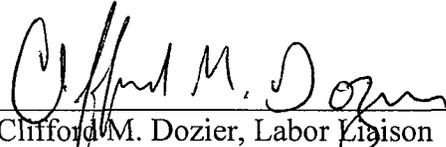
  
\_\_\_\_\_  
Romeo Frazier, Member  
Negotiating Team, AFGE, Local 631

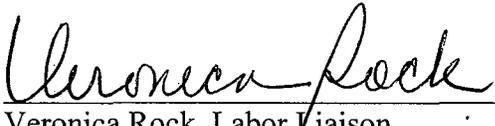
  
\_\_\_\_\_  
William Howland, Director  
Department of Public Works

  
\_\_\_\_\_  
Dia Khafra, Member  
Negotiating Team, AFGE Local 631

  
\_\_\_\_\_  
Robin Eve Jasper, Director  
Department of Real Estate Services

  
\_\_\_\_\_  
Arthur Jones, Member  
Negotiating Team, AFGE, Local 631

  
\_\_\_\_\_  
Clifford M. Dozier, Labor Liaison  
Department of Public Works

  
\_\_\_\_\_  
Veronica Rock, Labor Liaison  
Department of Real Estate Services

**APPROVAL**

**This Collective Bargaining Agreement between the District of Columbia Government and the American Federation of Government Employees, Local 631, dated October 6, 2009, has been reviewed in accordance with Section 1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (D.C. Code, Section 1-617.15 (2001 ed.)) and is hereby approved this 13<sup>th</sup> day of May, 2010.**

  
\_\_\_\_\_  
Adrian M. Fenty  
Mayor

Article 4

BBNS/15/09

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF MOTOR VEHICLES



J. T. Langford

5.15.09

T. A.

MEMORANDUM

TO: Persons Issued Tickets While Operating Government Vehicles

FROM: *Lucinda M. Babers*  
Lucinda Babers  
Interim Director

DATE: April 9, 2007

SUBJECT: Adjudication of Parking Tickets Incurred During Government Service

---

The Department of Motor Vehicles revised its guidelines for adjudicating tickets issued to government and public service vehicles on March 20, 1994. Working with police agencies and other officials, the Department created exceptions to liability for some cars and trucks operated by government employees during the course of official government business. There are, however, still misunderstandings on the part of some employees about the range and scope of exceptions permitted for government and public service vehicles.

**There are no exceptions for citations that are issued for blocking traffic or for other activities that impact upon public safety.**

There also appears to be a misunderstanding about the proper use of the "Authorized Parking Permit" issued by the Department of Motor Vehicles.

- **The "Authorized Parking Permit" does not convert a private vehicle into an official government vehicle.**
- **Vehicles with private license plates cannot park free at meters, even if they do display an "Authorized Parking Permit", and such vehicles may not occupy parking spaces that are reserved for "Government Vehicles Only".**

The following "Guidelines for Exceptions" may be useful in helping government employees avoid tickets and other enforcement action:

1. Government Employees - District and Federal vehicles may be excused from parking infractions incurred during the course of urgent government business if there was no other legal space available, provided the parking violation did not block traffic or cause a safety problem.

EX. 34

ABW 5/15/09

The defense of being a government employee on urgent business will not excuse the following violations:

- violation of no parking/standing anytime regulations
- rush hour violations
- blocking a crosswalk
- parking in a fire lane/fire hydrant
- loading zone violation
- parking in a bus stop or bus zone
- violation of school zone regulations
- parking on a sidewalk
- blocking a driveway or alley

S. T. Layton

2. Law Enforcement Vehicles – Law enforcement vehicles carry with them the presumption that their business is urgent. It is recognized that from time to time law enforcement duties require personnel to violate exceptions to established rules. In these cases hearing examiners weigh a respondent's violation against the duties the agent performs and makes a decision in consideration of the public interest.
3. Utility Vehicles – Utility vehicles are treated as though they were government vehicles. The actual work vehicle is treated in much the same manner as a law enforcement vehicle. For example, an electric repair truck may have to park in a bus zone because that is where the manhole to be re-wired is. A supervisor's car will, however, be held to the provisions of paragraph one. Government ticket writers will look for work cones to denote activity, and if work cones are not displayed, a citation can be issued.
4. Procedures for Adjudication – Each agency should designate one or two persons to review tickets issued to vehicles operated by their employees. Drivers may be held responsible for tickets that do not fall within government adjudication guidelines.

- Tickets that are disapproved by a Department's certifying official may be presented for a hearing by the individual driver, or else they should be paid. When citations are adjudicated by a hearing examiner and a respondent is found liable, the citation is expected to be paid.
- If a reviewing official believes that a ticket issued to a government vehicle falls within government adjudication guidelines described above, the completed file should be directed to the Government Fleet Specialist at Adjudication Services, 301 C Street, NW, Washington, D.C. 20001. An accompanying letter should be sent describing the nature of the driver's business, why that business was urgent, and what the driver did to seek out available legal parking space.
- It is important that a full explanation of the circumstances surrounding a ticket is presented when one is seeking an exception to liability. Vehicle operators who are denied processing under your Department's screening procedures may walk in for an in-person hearing at 301 C Street, NW on any business day between the hours of 8:30 a.m. to 4:00 p.m.

SBH 5/15/09

- The signature of your Department's certifying official should be on file at Adjudication Services. The person authorized to seek an exception for vehicles on a Department's registry should be known to our officials, as we can not process requests submitted by individual employees.

J. T. Langford

## OFFICIAL TIME REPORT

Agency, Division, Branch \_\_\_\_\_

Date - Week Ending: \_\_\_\_\_

Employee Name \_\_\_\_\_

Union Title \_\_\_\_\_

Union \_\_\_\_\_

Name of Supervisor Submitting Report \_\_\_\_\_

Date	Actual Time		Total Time Used	Activity (1-9) identify All that Apply	Employee Initials	Supv. Initials
	From : am/pm	To: am/pm				

This form shall be administered in accordance with the Collective Bargaining Agreement, including representational functions of official time (Activity) as identified in Article 8. [See Activity List on Reverse Side]. The union representative completes this form and the immediate supervisor will initial the last column. This form is not a time sheet and shall only be used to record the use of official time. Send original to the Office of Labor Relations and Collective Bargaining, with a copy to the supervisor and a copy to the union representative.

**REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):**

1	Investigation, receipt, preparation and presentation of grievances and safety issues
2	Labor-Management and safety committee meetings
3	Representation in arbitration, PERB, OEA, OHR and other applicable jurisdictional body
4	Attending meetings with Agency, Mayor, City Council, Congress or other official body
5	Posting Union notices on designated Union bulletin boards
6	Attending negotiation meetings as designated member of team or acting as alternate for absent member
7	Consulting with Agency or its representatives, other Union representatives, or employees, concerning enforcement of Agreement
8	To attend training or other activities to further the interests of improving the Labor-Management relationship
9	Travel to any of the activities listed above

**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 16<sup>th</sup>;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Juneteenth, June 19<sup>th</sup>
- (g) Independence Day, July 4<sup>th</sup> 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 11<sup>th</sup> of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year;  
and
- (l) Christmas Day, December 25<sup>th</sup> of each year.
- (m) Inauguration Day, January 20<sup>th</sup> of each 4<sup>th</sup> year

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

## **ARTICLE 7 OVERTIME**

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

Hours of work authorized in excess of an employees assigned tour of duty in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has

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

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

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

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

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

## **ARTICLE 8**

### **INCENTIVE PROGRAMS**

#### **PART I - SICK LEAVE INCENTIVE PROGRAM:**

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

#### **SECTION A:**

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

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

#### **SECTION B:**

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

#### **SECTION C:**

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

#### **SECTION D:**

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

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

**SECTION E:**

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

**SECTION F:**

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

**PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:**

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

**ARTICLE 9**

**CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY**

**SECTION A: CALL-BACK**

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

**SECTION B: CALL-IN**

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

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

**SECTION C: ON-CALL**

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

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

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

**SECTION D: HOLIDAY PAY**

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

**SECTION E: NIGHT DIFFERENTIAL**

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

**SECTION F: PAY FOR SUNDAY WORK**

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

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

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

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

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

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

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

## **ARTICLE 10 MILEAGE ALLOWANCE**

### **SECTION A:**

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

### **SECTION B:**

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

### **SECTION C:**

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

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

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

**SECTION D:**

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

**SECTION E:**

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

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

**SECTION A:**

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

**SECTION B:**

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

**ARTICLE 12  
BACK PAY**

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

**ARTICLE 13**  
**DUTY STATION COVERAGE**

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

**ARTICLE 14**  
**GRIEVANCES**

**SECTION A:**

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

**SECTION B:**

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

**ARTICLE 15**  
**LOCAL ENVIRONMENT PAY**

**SECTION A:**

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

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

**SECTION B:**

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

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

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

- High Work

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

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

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

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

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

## **ARTICLE 16 NEWLY CERTIFIED BARGAINING UNITS**

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

**ARTICLE 17**  
**TERM AND TEMPORARY EMPLOYEES**

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

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

**SECTION F:**

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

**SECTION G:**

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

**SECTION H:**

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

**ARTICLE 18  
ADMINISTRATIVE CLOSING**

**SECTION A:**

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

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

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

**SECTION B:**

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

**ARTICLE 19  
SAVINGS CLAUSE**

**SECTION A:**

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

**SECTION B:**

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

**ARTICLE 20  
DURATION**

This Agreement shall remain in full force and effect through September 30, 2025. On this \_\_\_\_ day of \_\_\_\_\_ 2022, and as witness the parties hereto have set their signature.

# APPENDIX 1

Management's Proposal

7/26/10

## INSERT DATE

Firstname Lastname

Position/Title

Department/Division

## RE: On-Call Notification

Dear Mr./Ms. Lastname:

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

Sincerely,

**SUPERVISOR/MANAGER NAME**

**SUPERVISOR POSITION/TITLE**

## APPROVAL

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



Muriel Bowser  
Mayor

**Compensation Units One and Two Collective Bargaining Agreement**

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

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**



Lindsey Maxwell, Director  
Office of Labor Relations and Collective  
Bargaining



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



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



Karl Racine, Attorney General  
Office of the Attorney General



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

Brendolyn McCarty-Jones, Labor Liaison  
Department of Behavioral Health

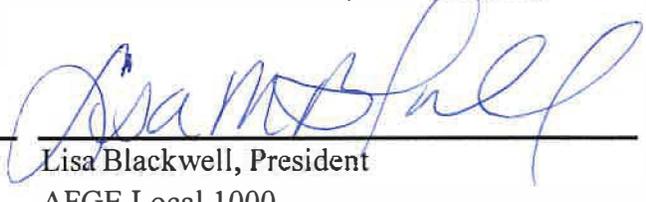
**FOR THE LABOR UNIONS**



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

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

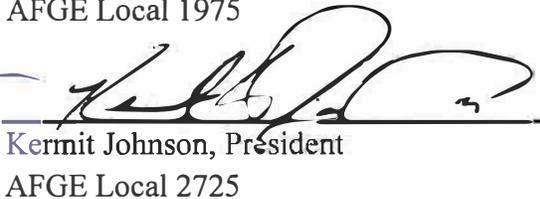
Ottis Johnson, AFGE Chief Negotiator  
National Vice President, AFGE District 14



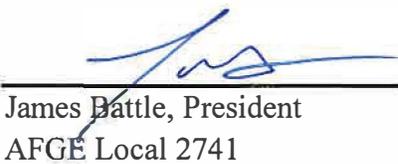
Lisa Blackwell, President  
AFGE Local 1000



Stanley Freeman, President  
AFGE Local 1975



Kermit Johnson, President  
AFGE Local 2725

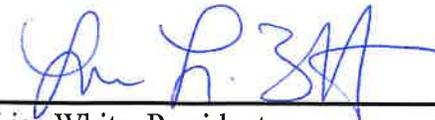


James Battle, President  
AFGE Local 2741

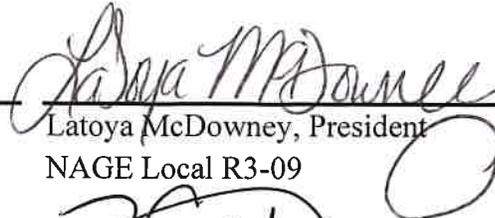
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Fire and Emergency Medical Services  
Department

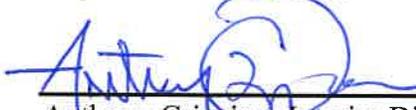
  
Debbie Knox, President  
NAGE Local R3-07

  
India Daniels, Labor Liaison  
Fire and Emergency Medical Services  
Department

  
Lisa White, President  
NAGE Local R3-08

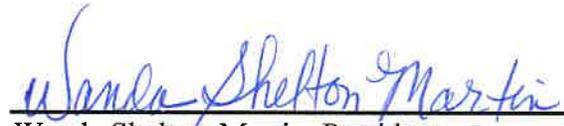
*Dory Peters*  
  
David Do, Director (Interim)  
Department of For-Hire Vehicles

  
Latoya McDowney, President  
NAGE Local R3-09

  
Anthony Crispino, Interim Director  
Department of Forensic Sciences

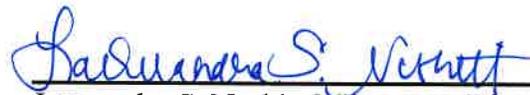
  
Perlieshia Gales, President  
NAGE Local R3-11

Keith A. Anderson, Director  
Department of General Services

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

Ronald Thaxton, Labor Liaison  
Department of General Services

Larry Doggette, President  
Public Service Employees Local 572

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

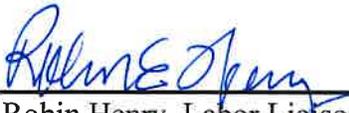
  
Lisa Wallace, Vice President (Acting)  
SEIU 1199

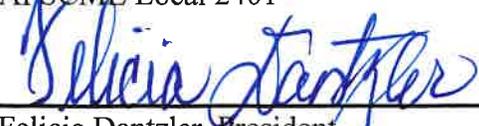
David Memnon, Labor Liaison  
Department of Health

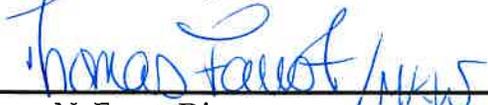
John Gibson, President  
Teamsters Local 639

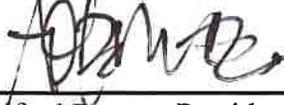
  
George Schutter, Chief Procurement Officer  
Office of Contracting and Procurement

  
Wayne Enoch, President  
AFSCME Local 2401

  
Robin Henry, Labor Liaison  
Office of Contracting and Procurement

  
Felicia Dantzer, President  
AFSCME Local 2743

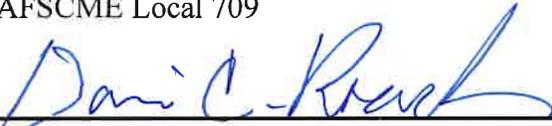
  
Thomas N. Faust, Director  
Department of Corrections

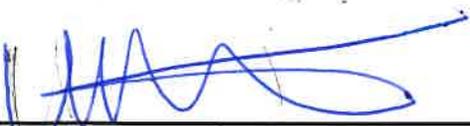
  
Alfred Barnes, President  
AFSCME Local 2776

  
Paulette Johnson, Labor Liaison  
Department of Corrections

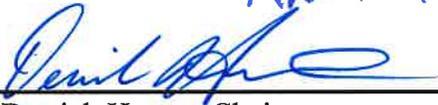
  
Debra Walker, President  
AFSCME Local 709

  
Andrew Reese, Director  
Department on Disability Services

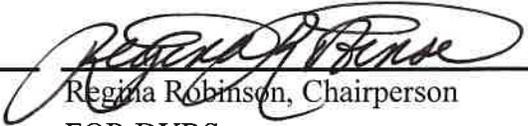
  
Darrin Roach, President  
AFSCME Local 877

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

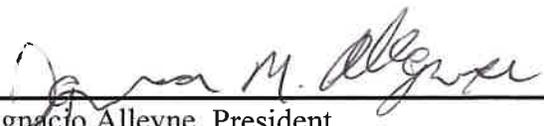
  
Joseph Alexander, Chairperson  
FOP-Corrections *NWAIZUGBO. LIVINUS*

  
Derrick Hunter, Chairperson  
FOP-DC Protective Services

Tracey Langley, Labor Liaison  
Department of Employment Services

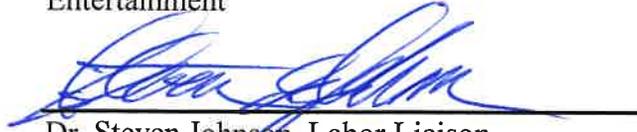
  
Regina Robinson, Chairperson  
FOP-DYRS

Tommy Wells, Director  
Department of Energy and Environment

  
Ignacio Alleyne, President  
NAGE Local R3-05

S / Angie M. Gates

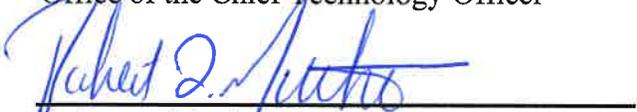
Angie M. Gates, Director  
Office of Cable Television, Film, Music and  
Entertainment



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

Lindsey Parker, Director  
Office of the Chief Technology Officer

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



Robert L. Matthews, Director  
Child and Family Services Agency



Allison Fax, Labor Liaison  
Child and Family Services Agency

Ernest Chrappah, Director  
Department of Consumer and Regulatory  
Affairs



Donald Tatum, Labor Liaison  
Department of Consumer and Regulatory  
Affairs

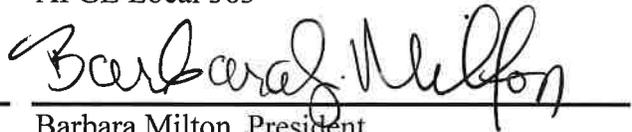
Carrol Ward, President  
AFGE Local 2978



Aretha Lyles, President  
AFGE Local 3721



Kenneth Pitts, President  
AFGE Local 383



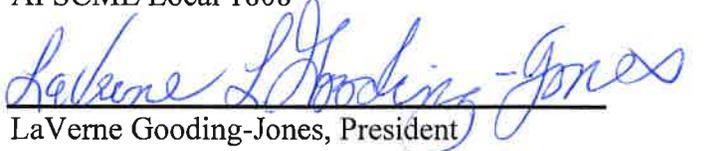
Barbara Milton, President  
AFGE Local 631



Deborah Williams, President  
AFSCME Local 1200



Mathew Williams, President  
AFSCME Local 1808



LaVerne Gooding-Jones, President  
AFSCME Local 2087

Kevin Hooks, President  
AFSCME Local 2092

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

  
Ritchie Brooks, President  
Teamsters Local 730

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Drew Hubbard, Interim Director  
Department of Housing and Community  
Development

  
Kevin Pogue  
AFSCME local 2091

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Hnin Khaing, Director  
Office of Human Rights

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Ayanna Lee, Labor Liaison  
Office of Human Rights

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Laura Green Zeilinger, Director  
Department of Human Services

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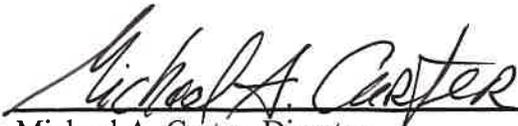
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Department of Human Services

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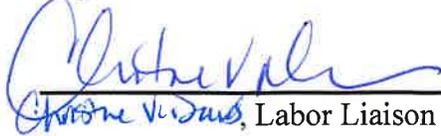
Karima Morris Woods, Commissioner  
Department of Insurance, Securities, and  
Banking

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Katrice Purdie, Labor Liaison  
Department of Insurance, Securities, and  
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Michael A. Carter, Director  
Department of Public Works



Jerome Williams, Labor Liaison  
Department of Public Works



Jed Ross, Chief Risk Officer  
Office of Risk Management



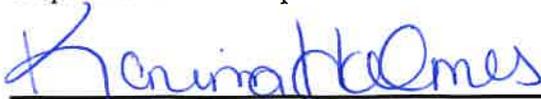
Dr. Christina Grant, State Superintendent of  
Education  
Office of the State Superintendent of  
Education

Quiyana Hall, Labor Liaison  
Office of the State Superintendent of  
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Everett Lott, Director  
Department of Transportation

Leah Brown, Labor Liaison  
Department of Transportation



Karima Holmes, Director  
Office of Unified Communications

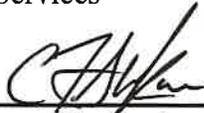


Ingrid Jackson, Labor Liaison  
Office of Unified Communications



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Hilary Cairns  
Department of Youth and Rehabilitation  
Services



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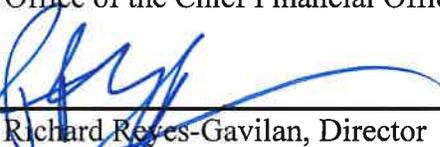
Trey Stanback, Labor Liaison  
Department of Youth and Rehabilitation  
Services

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

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LaSharn Moreland, Labor Liaison  
Office of the Chief Financial Officer



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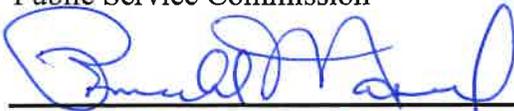
Richard Reyes-Gavilan, Director  
DC Public Library

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Veronica Ahern, Executive Director  
Public Service Commission

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Richard Beverly, Labor Liaison  
Public Service Commission



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

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Wayne Turnage, Director  
Department of Health Care Finance

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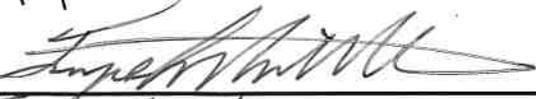
Felicia Rothchild, Labor Liaison  
Department of Health Care Finance

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

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

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Gabriel Robinson, Director  
Department of Motor Vehicles

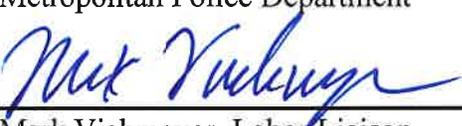
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Odessa Nance, Labor Liaison  
Department of Motor Vehicles



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Robert J. Contee III, Police Chief  
Metropolitan Police Department



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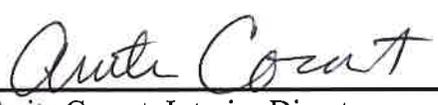
Mark Viehmeyer, Labor Liaison  
Metropolitan Police Department

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Delano Hunter, Director  
Department of Parks and Recreation

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Amy Caspari, Labor Liaison  
Department of Parks and Recreation



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Anita Cozart, Interim Director  
Office of Planning

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Sandra Harp, Labor Liaison  
Office of Planning

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Lewis D. Ferebee, Chancellor  
District of Columbia Public Schools

## Attachment 7—Schedule A as of January 5, 2026

Position Number	Name	Hire Date	Vacant Status	Salary	Fringe Benefits @ 22.1%	Total Compensation
00091501	Abrams,Neoderry	8/1/22	F	\$117,029.00	\$25,863.41	\$142,892.41
00075198	Akhtar,Saadi S	5/9/22	F	\$123,873.00	\$27,375.93	\$151,248.93
00075198	Akhtar,Saadi S	5/9/22	F	\$123,873.00	\$27,375.93	\$151,248.93
00082522	Alexander,Keyana	11/18/13	F	\$82,111.00	\$18,146.53	\$100,257.53
00082537	Allen,Brenda	3/16/20	F	\$162,000.00	\$35,802.00	\$197,802.00
00083245	Allen,Todd E	5/18/15	F	\$172,738.00	\$38,175.10	\$210,913.10
00074953	Anderson,Tamera T	5/23/10	F	\$167,703.25	\$37,062.42	\$204,765.67
00075083	Anderson,Uranus R	11/5/90	F	\$130,717.00	\$28,888.46	\$159,605.46
00083287	Asfaw,Zertihun H.	6/30/14	F	\$103,333.00	\$22,836.59	\$126,169.59
00085531	Ashton,Christopher M	11/9/09	F	\$149,561.36	\$33,053.06	\$182,614.42
00082545	Atkins,Miguel	12/5/22	F	\$73,677.00	\$16,282.62	\$89,959.62
00083248	Atmar,Mohammad F	12/20/21	F	\$126,279.30	\$27,907.73	\$154,187.03
00020732	Augustus,Cesar Edward	1/13/14	F	\$107,046.00	\$23,657.17	\$130,703.17
00083258	Babajee,Atiqullah	11/12/19	F	\$113,607.00	\$25,107.15	\$138,714.15
00105675	Bailey Delissaint,Monica	2/6/17	F	\$131,556.50	\$29,073.99	\$160,630.49
00074951	Bass,Robin E	12/6/10	F	\$103,333.00	\$22,836.59	\$126,169.59
00115242	Benson,Kerrin	3/24/25	F	\$88,300.00	\$19,514.30	\$107,814.30
00083250	Best,Constance T	1/28/13	F	\$142,997.68	\$31,602.49	\$174,600.17
00074954	Bigelow,Jacqueline Annette	12/19/11	F	\$103,333.00	\$22,836.59	\$126,169.59
00083273	Blount,Willandria	8/25/14	F	\$134,139.00	\$29,644.72	\$163,783.72
00041984	Bonilla,William K	1/22/19	F	\$142,961.00	\$31,594.38	\$174,555.38
00083261	Booker,Barry	2/24/25	F	\$103,333.00	\$22,836.59	\$126,169.59
00009587	Boykin,Cora S	10/24/88	F	\$137,561.00	\$30,400.98	\$167,961.98
00051333	Bridges,Cathy	8/29/99	F	\$137,561.00	\$30,400.98	\$167,961.98
00051169	Briscoe,Jermica M.	1/18/22	F	\$110,185.00	\$24,350.89	\$134,535.89
00051169	Briscoe,Jermica M.	1/18/22	F	\$110,185.00	\$24,350.89	\$134,535.89
00091417	Brock,Eric P	5/26/09	F	\$131,138.00	\$28,981.50	\$160,119.50
00083471	Brooks,Keia D	8/6/07	F	\$130,717.00	\$28,888.46	\$159,605.46
00009588	Brooks,Shawn	9/23/24	F	\$148,000.00	\$32,708.00	\$180,708.00
00074774	Brown,Louis M	1/3/22	F	\$145,165.63	\$32,081.60	\$177,247.23
00074960	Buckner,Daniel	5/31/16	F	\$110,967.00	\$24,523.71	\$135,490.71
00075173	Burton Johnson,Denise	12/7/87	F	\$118,558.00	\$26,201.32	\$144,759.32
00091483	Butler,Donnetta	6/13/17	F	\$125,764.00	\$27,793.84	\$153,557.84
00074893	Cadogan Jr.,Antonio Rafael	10/20/14	F	\$119,916.00	\$26,501.44	\$146,417.44
00105636	Carroll,Curtis	11/30/15	F	\$66,306.00	\$14,653.63	\$80,959.63
00083255	Catalan,Bernadette	7/8/19	F	\$129,612.32	\$28,644.32	\$158,256.64
00082542	Christian,Camille E	5/23/22	F	\$123,804.63	\$27,360.82	\$151,165.45
00083259	Commer,Patricia	10/26/09	F	\$109,924.00	\$24,293.20	\$134,217.20
00083259	Commer,Patricia	10/26/09	F	\$109,924.00	\$24,293.20	\$134,217.20
00106634	Conway,Rachel Anne	4/21/25	F	\$135,000.00	\$29,835.00	\$164,835.00
00008368	Cook,Al-Mustafa Nashid	12/11/06	F	\$109,924.00	\$24,293.20	\$134,217.20
00071529	Crump,Tracy A.	5/13/19	F	\$143,770.91	\$31,773.37	\$175,544.28
00010707	Cypress,Katrina J	11/3/25	F	\$98,412.00	\$21,749.05	\$120,161.05
00075306	Dadgar,Ahmad	10/6/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00074962	Dandu,Bhavani	3/21/16	F	\$134,935.41	\$29,820.73	\$164,756.14
00074883	Daniels,Olukunle	8/5/19	F	\$95,816.00	\$21,175.34	\$116,991.34
00115246	Davis,Kameron	4/7/25	F	\$85,794.00	\$18,960.47	\$104,754.47
00083251	Davis,Latora M	8/16/21	F	\$131,162.16	\$28,986.84	\$160,149.00
00083251	Davis,Latora M	8/16/21	F	\$131,162.16	\$28,986.84	\$160,149.00
00075353	Delyons,Tanease	4/21/14	F	\$130,717.00	\$28,888.46	\$159,605.46
00107043	Desper,Margaret T	10/27/08	F	\$143,727.61	\$31,763.80	\$175,491.41
00083292	Dest,Melehik G	2/4/19	F	\$93,311.00	\$20,621.73	\$113,932.73
00083418	Dorn,D'Andre K	1/17/12	F	\$141,707.00	\$31,317.25	\$173,024.25
00074917	Dorsey,Chante H	2/11/13	F	\$119,916.00	\$26,501.44	\$146,417.44
00045560	Dorsey,Jarad	6/27/16	F	\$151,386.40	\$33,456.39	\$184,842.79
00045560	Dorsey,Jarad	6/27/16	F	\$151,386.40	\$33,456.39	\$184,842.79
00105634	DU BOSE,EDREA	4/21/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00074881	Edwards,Derrick	8/21/17	F	\$130,717.00	\$28,888.46	\$159,605.46
00082564	Evans,Darrick Antonio	4/9/12	F	\$140,270.64	\$30,999.81	\$171,270.45
00048203	Fenner,Iyanna	3/13/23	F	\$110,185.00	\$24,350.89	\$134,535.89
00048203	Fenner,Iyanna	3/13/23	F	\$110,185.00	\$24,350.89	\$134,535.89
00078116	Ferdaws,Mohammad Rafiq	12/19/22	F	\$145,000.00	\$32,045.00	\$177,045.00
00074896	Fernandez,Jessica	6/3/24	F	\$130,000.00	\$28,730.00	\$158,730.00
00082052	Fischer,Michael	12/29/25	F	\$149,000.00	\$32,929.00	\$181,929.00
00024259	Ford,Ihana	8/25/25	F	\$74,893.00	\$16,551.35	\$91,444.35
00074772	Ford,Kayla	7/15/24	F	\$90,805.00	\$20,067.91	\$110,872.91
00010331	Francis,Troy G.	5/23/22	F	\$187,527.60	\$41,443.60	\$228,971.20
00083249	Franson,Carla	9/11/23	F	\$122,764.00	\$27,130.84	\$149,894.84
00023957	Freeman,Tamika L	12/30/02	F	\$107,046.00	\$23,657.17	\$130,703.17
00082546	Gaines,Jalania	2/24/25	F	\$59,378.00	\$13,122.54	\$72,500.54
00074957	Gamble,Zack W	3/27/12	F	\$103,333.00	\$22,836.59	\$126,169.59
00083283	Garcia,Sisy	6/7/21	F	\$116,933.00	\$25,842.19	\$142,775.19
00109963	Ghaznavi,Abdul Saboor	10/10/23	F	\$104,168.00	\$23,021.13	\$127,189.13
00019347	Gilyard,Valrica	9/22/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00027026	Givens,Linda	5/20/13	F	\$118,558.00	\$26,201.32	\$144,759.32
00082341	Gordon,Eric L	2/20/07	F	\$109,924.00	\$24,293.20	\$134,217.20

## Attachment 7—Schedule A as of January 5, 2026

Position Number	Name	Hire Date	Vacant Status	Salary	Fringe Benefits @ 22.1%	Total Compensation
00085773	Gross,Latrina Denise	10/1/97	F	\$105,001.00	\$23,205.22	\$128,206.22
00075342	Hale,Dorothy L.	12/30/13	F	\$170,959.83	\$37,782.12	\$208,741.95
00075199	Halsey,Courtney	11/5/12	F	\$98,412.00	\$21,749.05	\$120,161.05
00036794	Hapeman,Nancy Kay	1/6/85	F	\$226,595.91	\$50,077.70	\$276,673.61
00010521	Harrington,Jody M	4/19/04	F	\$91,515.50	\$20,224.93	\$111,740.43
00074887	Harris,Jordan T	4/7/25	F	\$83,289.00	\$18,406.87	\$101,695.87
00011009	Hedayati,Siavosh	1/30/12	F	\$120,451.00	\$26,619.67	\$147,070.67
00078144	Henderson-Neblett,Treva C	8/25/14	F	\$100,827.00	\$22,282.77	\$123,109.77
00084846	Henry,Robin E	2/3/20	F	\$168,228.64	\$37,178.53	\$205,407.17
00091409	Henson,DeAndre A	4/28/14	F	\$117,029.00	\$25,863.41	\$142,892.41
00082538	Hessler,Carol Anne	3/30/20	F	\$163,691.82	\$36,175.89	\$199,867.71
00074901	Holandez,Marilou	12/26/17	F	\$127,295.00	\$28,132.20	\$155,427.20
00010483	Holland,LaTonya T.	8/1/22	F	\$124,000.00	\$27,404.00	\$151,404.00
00091408	Howard,Vallarie M	7/5/82	F	\$137,561.00	\$30,400.98	\$167,961.98
00075170	Hunt,Taniece	9/4/18	F	\$95,534.00	\$21,113.01	\$116,647.01
00075200	Inyama,Benyi	7/18/11	F	\$113,607.00	\$25,107.15	\$138,714.15
00075200	Inyama,Benyi	7/18/11	F	\$113,607.00	\$25,107.15	\$138,714.15
00095259	Jabarkhil,Fahim	3/24/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00095259	Jabarkhil,Fahim	3/24/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00074961	Jackson,Angannette L	7/29/24	F	\$110,967.00	\$24,523.71	\$135,490.71
00074964	Jackson,Donald	10/4/04	F	\$110,967.00	\$24,523.71	\$135,490.71
00034684	Jalloh,Habibatu	3/1/21	F	\$151,929.50	\$33,576.42	\$185,505.92
00074916	Johnson,Jamar	7/15/24	F	\$90,805.00	\$20,067.91	\$110,872.91
00091482	Johnson,Jeralyn L	12/9/85	F	\$162,565.00	\$35,926.87	\$198,491.87
00083275	Johnson,Regina R	10/20/14	F	\$109,924.00	\$24,293.20	\$134,217.20
00083275	Johnson,Regina R	10/20/14	F	\$109,924.00	\$24,293.20	\$134,217.20
00033858	Kakar,Mustafa	9/22/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00013336	Karlsson,Claire A.	10/6/25	F	\$101,290.00	\$22,385.09	\$123,675.09
00074903	Kern,Peter	4/12/99	F	\$118,558.00	\$26,201.32	\$144,759.32
00105635	Kiingi,Paul S.	1/13/14	F	\$117,029.00	\$25,863.41	\$142,892.41
00075308	Killens,Barbara	9/9/13	F	\$80,032.00	\$17,687.07	\$97,719.07
00074897	Kirkland,Bettina	10/11/22	F	\$93,311.00	\$20,621.73	\$113,932.73
00085898	Koskepa,Ulrich	11/3/25	F	\$98,412.00	\$21,749.05	\$120,161.05
00083257	Kumar,Pramod	9/11/23	F	\$125,000.00	\$27,625.00	\$152,625.00
00013682	Lattimore,Courtney B	2/6/06	F	\$197,337.39	\$43,611.56	\$240,948.95
00075169	Legesse,Gomeje	8/1/11	F	\$118,558.00	\$26,201.32	\$144,759.32
00051017	Legesse,Suma	7/5/22	F	\$123,873.00	\$27,375.93	\$151,248.93
00051017	Legesse,Suma	7/5/22	F	\$123,873.00	\$27,375.93	\$151,248.93
00084847	Leihgeber-Carpenter,Cody A	5/28/19	F	\$151,197.36	\$33,414.62	\$184,611.98
00075310	Lewis,Ryan Blair	7/1/24	F	\$116,933.00	\$25,842.19	\$142,775.19
00010917	Louchart Bustamante,Vannessa	5/5/25	F	\$101,290.00	\$22,385.09	\$123,675.09
00004785	Mack,Priscilla	2/11/13	F	\$156,386.40	\$34,561.39	\$190,947.79
00002479	Malikzai,Mohammad Bilal	1/3/22	F	\$115,680.00	\$25,565.28	\$141,245.28
00074775	Manassa,Marvin	7/7/08	F	\$197,337.29	\$43,611.54	\$240,948.83
00002177	Mantey,Jonas Tete	12/20/21	F	\$123,873.00	\$27,375.93	\$151,248.93
00082541	Marko,Lorena	5/5/25	F	\$140,000.00	\$30,940.00	\$170,940.00
00077695	Masood,Nazanin	8/29/22	F	\$110,185.00	\$24,350.89	\$134,535.89
00092083	Mathurin,Parris Monee	4/21/25	F	\$117,029.00	\$25,863.41	\$142,892.41
00030970	May,Tiffanne J	4/12/21	F	\$98,322.00	\$21,729.16	\$120,051.16
00006768	Mayo,Damien R.	2/3/20	F	\$104,168.00	\$23,021.13	\$127,189.13
00075546	Mayo,Dawn A	3/25/13	F	\$140,845.95	\$31,126.95	\$171,972.90
00097859	McDonald,Yolanda D	9/6/16	F	\$110,185.00	\$24,350.89	\$134,535.89
00021491	McKinney,LaVeta M	5/9/22	F	\$95,816.00	\$21,175.34	\$116,991.34
00077692	Mercer,Jossette	7/6/98	F	\$118,558.00	\$26,201.32	\$144,759.32
00092084	Mercer,Tia M	2/22/09	F	\$134,312.90	\$29,683.15	\$163,996.05
00074880	Meriwether,Rhonda F	10/2/06	F	\$127,295.00	\$28,132.20	\$155,427.20
00075084	Miles,Trayshawn Juanita	10/22/12	F	\$89,329.00	\$19,741.71	\$109,070.71
00099473	Moges,Sosina	3/16/20	F	\$123,873.00	\$27,375.93	\$151,248.93
00019817	Molley,April	10/15/19	F	\$120,451.00	\$26,619.67	\$147,070.67
00083252	Moore,Charlyn Kai	4/25/22	F	\$165,000.00	\$36,465.00	\$201,465.00
00024348	Morales,Jordan	11/17/25	F	\$101,290.00	\$22,385.09	\$123,675.09
00026506	Mujadidi,Tamana	6/5/23	F	\$98,412.00	\$21,749.05	\$120,161.05
00083253	Nangialay,Najibullah	8/2/21	F	\$119,332.71	\$26,372.53	\$145,705.24
00046446	Naqvi,Sumaira	1/29/24	F	\$95,534.00	\$21,113.01	\$116,647.01
00042312	Nasahi,Nasehullah	5/9/22	F	\$117,029.00	\$25,863.41	\$142,892.41
00111488	Niazi,Rohullah	8/14/23	F	\$110,185.00	\$24,350.89	\$134,535.89
00074963	Nwagbara,Daniel	3/23/15	F	\$120,569.00	\$26,645.75	\$147,214.75
00025276	Ogoussan,Maroufath S	3/28/22	F	\$113,607.00	\$25,107.15	\$138,714.15
00015458	Patel,Rushi B.	1/3/22	F	\$90,805.00	\$20,067.91	\$110,872.91
00091410	Pepper,Hildred	3/13/23	F	\$130,000.00	\$28,730.00	\$158,730.00
00074959	Peterson,DaShante	9/30/19	F	\$123,873.00	\$27,375.93	\$151,248.93
00105633	Phelps,Tamara	9/16/20	F	\$82,111.00	\$18,146.53	\$100,257.53
00091411	Postell,Jennifer D.	6/3/13	F	\$113,950.00	\$25,182.95	\$139,132.95
00046670	Proctor,William P	9/14/98	F	\$130,717.00	\$28,888.46	\$159,605.46
00083289	Rafiq,Rafi Mohammad	8/1/22	F	\$104,168.00	\$23,021.13	\$127,189.13
00075168	Rathers,Steven	2/10/25	F	\$92,656.00	\$20,476.98	\$113,132.98

## Attachment 7—Schedule A as of January 5, 2026

Position Number	Name	Hire Date	Vacant Status	Salary	Fringe Benefits @ 22.1%	Total Compensation
00084822	Regan,Jeremiah	12/15/14	F	\$172,750.13	\$38,177.78	\$210,927.91
00048212	Reshtya,Sayed	6/6/22	F	\$122,764.25	\$27,130.90	\$149,895.15
00020461	Reynolds,Heather S	6/4/12	F	\$142,353.05	\$31,460.02	\$173,813.07
00034912	Rice,Benidia	9/22/03	F	\$158,487.60	\$35,025.76	\$193,513.36
00074882	Richardson,Cendoro C	12/19/11	F	\$80,032.00	\$17,687.07	\$97,719.07
00083278	Richey,Noel H	12/27/16	F	\$119,916.00	\$26,501.44	\$146,417.44
00077362	Roane,Jake C	1/25/16	F	\$107,046.00	\$23,657.17	\$130,703.17
00030298	Robinson,Marsha L	10/9/01	F	\$155,020.91	\$34,259.62	\$189,280.53
00074952	Rodriguez,Ernesto	1/22/08	F	\$119,916.00	\$26,501.44	\$146,417.44
00074879	Rojas,Rosalia V	8/30/99	F	\$141,707.00	\$31,317.25	\$173,024.25
00035313	Ross,Amiyn	5/9/22	F	\$98,412.00	\$21,749.05	\$120,161.05
00083268	Royal,Joell Deborah	6/12/17	F	\$120,451.00	\$26,619.67	\$147,070.67
00083268	Royal,Joell Deborah	6/12/17	F	\$120,451.00	\$26,619.67	\$147,070.67
00021157	Sakhra,Jarullah	4/21/25	F	\$92,656.00	\$20,476.98	\$113,132.98
00082543	Samuel,Rachelle	4/22/24	F	\$95,534.00	\$21,113.01	\$116,647.01
00083256	Sanders,Xayna	8/6/18	F	\$131,087.25	\$28,970.28	\$160,057.53
00083246	Scott,Benita Faith	4/25/22	F	\$156,451.59	\$34,575.80	\$191,027.39
00083285	Scott,Jesse	6/23/14	F	\$104,168.00	\$23,021.13	\$127,189.13
00042302	Scott,Marc A	9/8/14	F	\$197,337.29	\$43,611.54	\$240,948.83
00075167	Seekin,Emir C	9/9/24	F	\$98,412.00	\$21,749.05	\$120,161.05
00045055	Sediq,Sulaiman	3/16/20	F	\$120,451.00	\$26,619.67	\$147,070.67
00100097	Shamloo,Shaivard Ahmad	7/7/14	F	\$139,050.00	\$30,730.05	\$169,780.05
00074956	Shaw,Bryan Leavern	11/17/14	F	\$116,933.00	\$25,842.19	\$142,775.19
00015236	Shields,Tracy	10/15/19	F	\$127,295.00	\$28,132.20	\$155,427.20
00022194	Siddiqi,Mohammad Mohib	4/26/21	F	\$124,950.00	\$27,613.95	\$152,563.95
00016475	Simpson-Harvey,Judith	6/20/23	F	\$98,412.00	\$21,749.05	\$120,161.05
00041841	Smith,Kara	11/18/24	F	\$188,000.00	\$41,548.00	\$229,548.00
00042313	Smith,Marquita	3/23/15	F	\$86,923.00	\$19,209.98	\$106,132.98
00009883	Smith,Trista J	11/26/18	F	\$120,452.00	\$26,619.89	\$147,071.89
00098980	Smith-McDermott,Nicole L	5/15/14	F	\$132,920.88	\$29,375.51	\$162,296.39
00017732	Squire Jr.,Sherman L.	9/23/13	F	\$115,680.00	\$25,565.28	\$141,245.28
00074878	Stanislaus,Lorraine Elizabeth	9/13/10	F	\$95,534.00	\$21,113.01	\$116,647.01
00074946	Starks,Tiffany	7/28/14	F	\$107,046.00	\$23,657.17	\$130,703.17
00078052	Starwood,Tonya N	9/8/93	F	\$134,139.00	\$29,644.72	\$163,783.72
00074891	Steele,Ngina M	12/2/13	F	\$146,900.49	\$32,465.01	\$179,365.50
00098979	Stiith,Alvin N	11/13/06	F	\$151,929.50	\$33,576.42	\$185,505.92
00098979	Stiith,Alvin N	11/13/06	F	\$151,929.50	\$33,576.42	\$185,505.92
00004207	Sutton,Sharntel	1/2/24	F	\$136,000.00	\$30,056.00	\$166,056.00
00020787	Taylor,Bernard	4/3/17	F	\$120,451.00	\$26,619.67	\$147,070.67
00020787	Taylor,Bernard	4/3/17	F	\$120,451.00	\$26,619.67	\$147,070.67
00083247	Taylor,Edrica J	6/10/19	F	\$122,890.33	\$27,158.76	\$150,049.09
00082544	Thomas,Ivan A.	8/21/17	F	\$95,534.00	\$21,113.01	\$116,647.01
00083286	Thompson,Matthew	7/5/22	F	\$110,185.00	\$24,350.89	\$134,535.89
00010903	Turner,Angela E	3/13/89	F	\$192,792.22	\$42,607.08	\$235,399.30
00038819	Vanbrakle,Clarice V	7/13/93	F	\$115,680.00	\$25,565.28	\$141,245.28
00075247	Wahidi,Shershah	9/25/23	F	\$113,607.00	\$25,107.15	\$138,714.15
00091416	Washington,Warren C	1/14/13	F	\$127,295.00	\$28,132.20	\$155,427.20
00083263	Watson,Neal A	11/26/07	F	\$134,139.00	\$29,644.72	\$163,783.72
00074965	Watson,Shari	11/17/14	F	\$103,333.00	\$22,836.59	\$126,169.59
00010777	Weathers,Louanne Victoria	4/7/25	F	\$74,893.00	\$16,551.35	\$91,444.35
00083254	Weaver Thomas,Constance M	5/22/90	F	\$140,235.90	\$30,992.13	\$171,228.03
00075438	Webb,James A	4/8/13	F	\$136,422.30	\$30,149.33	\$166,571.63
00016313	Wells,Denise Jacqueline	8/13/01	F	\$134,139.00	\$29,644.72	\$163,783.72
00031516	White,Deborah J.	2/27/12	F	\$127,362.75	\$28,147.17	\$155,509.92
00000761	White,Derrick D	11/7/11	F	\$186,970.37	\$41,320.45	\$228,290.82
00106889	Wiggins,Julius J	11/26/18	F	\$133,105.80	\$29,416.38	\$162,522.18
00024262	Williams,Erika	3/11/24	F	\$77,299.00	\$17,083.08	\$94,382.08
00024262	Williams,Erika	3/11/24	F	\$77,299.00	\$17,083.08	\$94,382.08
00015689	Williams,Kendrick	9/25/23	F	\$70,102.00	\$15,492.54	\$85,594.54
00094051	Williams,Rachel Y	2/20/18	F	\$149,500.00	\$33,039.50	\$182,539.50
00095258	Williams,Tracy	11/13/06	F	\$123,600.00	\$27,315.60	\$150,915.60
00095258	Williams,Tracy	11/13/06	F	\$123,600.00	\$27,315.60	\$150,915.60
00082539	Wishod,Steven H	1/27/14	F	\$177,279.62	\$39,178.80	\$216,458.42
00008784	Worthey,Khareem	11/12/19	F	\$130,717.00	\$28,888.46	\$159,605.46
00098981	Wright,Alisha M	12/2/13	F	\$123,873.00	\$27,375.93	\$151,248.93
00098981	Wright,Alisha M	12/2/13	F	\$123,873.00	\$27,375.93	\$151,248.93
00077834	Wright,Jamaal R	7/22/19	F	\$152,435.00	\$33,688.14	\$186,123.14
00075171	Wright,Javon	1/17/23	F	\$82,111.00	\$18,146.53	\$100,257.53
00074894	Young,Leslie	11/19/12	F	\$109,924.00	\$24,293.20	\$134,217.20
00035529	Young,Rebecca Y	3/11/81	F	\$137,561.00	\$30,400.98	\$167,961.98
00030940			V	\$62,158.00	\$13,736.92	\$75,894.92
00077691			V	\$62,158.00	\$13,736.92	\$75,894.92
00083421			V	\$65,285.00	\$14,427.99	\$79,712.99
00009209			V	\$74,893.00	\$16,551.35	\$91,444.35
00115243			V	\$80,784.00	\$17,853.26	\$98,637.26
00025976			V	\$92,656.00	\$20,476.98	\$113,132.98

Attachment 7—Schedule A as of January 5, 2026

Position Number	Name	Hire Date	Vacant Status	Salary	Fringe Benefits @ 22.1%	Total Compensation
00074915			V	\$92,656.00	\$20,476.98	\$113,132.98
00075172			V	\$92,656.00	\$20,476.98	\$113,132.98
00077693			V	\$92,656.00	\$20,476.98	\$113,132.98
00083282			V	\$92,656.00	\$20,476.98	\$113,132.98
00105674			V	\$92,656.00	\$20,476.98	\$113,132.98
00106005			V	\$92,656.00	\$20,476.98	\$113,132.98
00115244			V	\$93,069.00	\$20,568.25	\$113,637.25
00115245			V	\$93,069.00	\$20,568.25	\$113,637.25
00005362			V	\$106,763.00	\$23,594.62	\$130,357.62
00010087			V	\$106,763.00	\$23,594.62	\$130,357.62
00010233			V	\$106,763.00	\$23,594.62	\$130,357.62
00017117			V	\$106,763.00	\$23,594.62	\$130,357.62
00025167			V	\$106,763.00	\$23,594.62	\$130,357.62
00074900			V	\$106,763.00	\$23,594.62	\$130,357.62
00083262			V	\$106,763.00	\$23,594.62	\$130,357.62
00083266			V	\$106,763.00	\$23,594.62	\$130,357.62
00097862			V	\$106,763.00	\$23,594.62	\$130,357.62
00099692			V	\$109,999.00	\$24,309.78	\$134,308.78
00031518			V	\$137,328.50	\$30,349.60	\$167,678.10
00074905			V	\$137,328.50	\$30,349.60	\$167,678.10
00074955			V	\$137,328.50	\$30,349.60	\$167,678.10
00082540			V	\$137,328.50	\$30,349.60	\$167,678.10
00095032			V	\$137,328.50	\$30,349.60	\$167,678.10
00098982			V	\$137,328.50	\$30,349.60	\$167,678.10
00098982			V	\$137,328.50	\$30,349.60	\$167,678.10
00041842			V	\$140,767.00	\$31,109.51	\$171,876.51
00083533			V	\$140,767.00	\$31,109.51	\$171,876.51
00112601			V	\$152,434.50	\$33,688.02	\$186,122.52
00000258			V	\$169,148.00	\$37,381.71	\$206,529.71
00016638			V	\$169,148.00	\$37,381.71	\$206,529.71
00077694			V	\$169,148.00	\$37,381.71	\$206,529.71
00084845			V	\$169,148.00	\$37,381.71	\$206,529.71

<b>FY25 Agency Memorandums of Understanding</b>			
<b>Buyer Agency</b>	<b>Seller Agency</b>	<b>Termination Date</b>	<b>Service Description</b>
PO0 OFFICE OF CONTRACTING AND PROCUREMENT	BE0 DEPARTMENT OF HUMAN RESOURCES	9/30/2025	Employment Compliance
BE0 DEPARTMENT OF HUMAN RESOURCES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
CF0 DEPARTMENT OF EMPLOYMENT SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
CR0 DEPARTMENT OF Consumer Protection and Licensing	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
CU0 DEPARTMENT OF BUILDINGS	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
FR0 DEPARTMENT OF FORENSIC SCIENCES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
GD0 OFFICE OF THE STATE SUPERINTENDENT OF ED	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
HC0 DEPARTMENT OF HEALTH	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
HT0 DEPARTMENT OF HEALTH CARE FINANCE	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
JA0 DEPARTMENT OF HUMAN SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
JM0 DEPARTMENT ON DISABILITY SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
KA0 DISTRICT DEPARTMENT OF TRANSPORTATION	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
KG0 DEPARTMENT OF ENERGY AND ENVIRONMENT	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
NS0 OFFICE OF NEIGHBORHOOD SAFETY AND ENGA	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2025	PS SERVICES contracting services
RM0 DEPARTMENT OF BEHAVIORAL HEALTH	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services

<b>FY26 Agency Memorandums of Understanding</b>			
<b>Buyer Agency</b>	<b>Seller Agency</b>	<b>Termination Date</b>	<b>Service Description</b>
PO0 OFFICE OF CONTRACTING AND PROCUREMENT	BE0 DEPARTMENT OF HUMAN RESOURCES	9/30/2026	Employment Compliance
BE0 D.C. DEPARTMENT OF HUMAN RESOURCES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
CF0 DEPARTMENT OF EMPLOYMENT SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
CU0 DEPARTMENT OF BUILDINGS	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
FR0 DEPARTMENT OF FORENSIC SCIENCES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
HC0 DEPARTMENT OF HEALTH	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
HT0 DEPARTMENT OF HEALTH CARE FINANCE	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
JA0 DEPARTMENT OF HUMAN SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
JM0 DEPARTMENT ON DISABILITY SERVICES	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
KA0 DISTRICT DEPARTMENT OF TRANSPORTATION	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
KG0 DEPARTMENT OF ENERGY AND ENVIRONMENT	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
NS0 OFFICE OF NEIGHBORHOOD SAFETY AND ENGA	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services
RM0 DEPARTMENT OF BEHAVIORAL HEALTH	PO0 OFFICE OF CONTRACTING AND PROCUREMENT	9/30/2026	PS SERVICES contracting services

Attachment 18 — FY25-FY26 OCP Initiatives

Year	Title	Description	Start Date	Actual/Anticipated End Date	Funding Required	Mandated by Legislation Y/N?	Problems/Challenges Faced	Metrics Used the Measure Success	Assessment of the Initiative's Success So Far
FY25	DCSS Vendor Evaluation System Pilot	The Office of Contracting and Procurement (OCP) will pilot a new IT system to evaluate and assess the performance of DC Supply Schedule (DCSS) vendors. OCP currently operates and maintains an automated database to conduct contractor performance evaluations called the Contractor Performance Evaluation System (CPES). However, CPES is not currently designed to collect DCSS vendor evaluations. As a result, OCP will pilot a new IT system to evaluate and assess the performance of DCSS vendors. Since this new system is a pilot project, OCP will assess the pilot at the end of the fiscal year to determine whether to continue, expand, or discontinue the pilot in the upcoming fiscal year.	10/1/24	3/31/25	N/A	N	None	Number of Evaluations Collected	Complete
FY25	Improve Transparency Portal Forecast Module	In FY 25, OCP will improve the forecast module on the Transparency Portal. The new version of the forecast module will simplify how vendors can search for new procurement opportunities with the District in the coming fiscal year. Updates will also include improved sorting and search features.	10/1/24	12/31/25	N/A	N	None	N/A	Complete
FY25	Inauguration Day – Emergency Operations	In partnership with MPD, HSEMA, and other agencies, OCP will provide support for emergency operations during the 2025 Presidential Inauguration. Prior to the inauguration, OCP will coordinate with other agencies regarding necessary Statements of Work (SOWs), as well as budget allocation with OCTO and OBPM. OCP will ensure that the proper procurement vehicles are in place for the purchase of goods and services needed for emergency operations.	10/1/24	6/30/25	N/A	N	None	N/A	Complete
FY25	Circulator Bus Demobilization & Liquidation	With the DC Circulator slated to cease operations on March 31st, 2025, OCP will work with DDOT to prepare for the disposition of assets used in former service operations. This will include up to 73 buses, 16 electric bus chargers, and six money vaults. OCP will implement strategies for the efficient use of these assets through redistribution, reselling, and/or disposal.	10/1/24	9/30/25	N/A	N	None	Surplus property sales	Complete
FY25	Stabilize and Make Critical Functional Improvements to PASS On-Premises	With the migration to a new state-of-the-art procurement management system on strategic pause, the District must continue to maintain a 20+ year old unsupported procurement management system. Since the PASS Cloud project started in 2019, the District has only completed mandatory maintenance to PASS on-premises. The District must now make up for lost time and re-focus on the usability and functionality of the existing system. This includes but is not limited to: security upgrades; Transparency Portal upgrades; improved reporting; improved integrations with the District's financial system (DIFS); and required system improvements that were postponed due to the planned transition to PASS Cloud.	10/1/24	9/30/25	\$2.4M	N	None	N/A	This initiative is closed due to the PASS Modernization initiative
FY26	Implement New Training Policy and Develop and Launch New Staff Training to Build Staff Capacity	In FY26, OCP's Procurement Training Institute (PTI) will implement a new OCP training policy and develop new training courses to increase staff knowledge and capacity. As part of this project, OCP plans to 1) launch a new Learning Management System (LMS), 2) update and launch the Procurement certification training (CMOC), and 3) begin offering Level 1 training courses.	10/1/25	9/30/26	N/A	N	None	Number of Trainings Offered and Number of Training Participants	On schedule to be completed by end of fiscal year.
FY26	Launch New System for PALT Tracking	To increase efficiency and transparency, in partnership with OCTO, OCP will launch new tool to track and report PALT on new procurements for agencies under the CPO authority. This system will utilize data in PASS and allow procurement staff to provide updates on progress and track procurement milestones. Client agencies will have access and have a clear line of sight on the progress of their procurements.	10/1/25	9/30/26	N/A	N	None	N/A	The new system was completed in Q1 of FY26. Job aids and training material have been developed. Staff trainings have been held and will continue into Q2.
FY26	PASS Modernization	OCP is transitioning the District's 20+ year old contract management system (PASS) to a modern cloud-based system. Moving to the Cloud will not only improve efficiency for contract professionals, but it will also improve the user experience for industry partners and agency clients. OCP will select and award contracts to design new system with configurations beginning in FY26.	10/1/25	9/30/27	\$6.7M	N	None	N/A	On schedule
FY26	Expand OCP Buys Program	OCP has revamped its engagement with potential vendors by organizing events called OCP Buys. At these events OCP brings together contracting staff, client agencies, and vendors of a particular industry to highlight opportunities for doing business with the District, with a special focus on CBEs. In FY26, OCP plans to bring back these events for three different industries.	10/1/25	9/30/26	N/A	N	None	Number of OCP Buys Events Organized	On schedule
FY26	Updated Purchase Card Policy: Threshold Increase	In FY26, OCP will implement updates to the Purchase Card Policy by raising the single-purchase threshold from \$5,000 to \$10,000 and doubling the monthly cycle limit from \$20,000 to \$40,000. These changes will streamline procurement, reduce administrative delays, and provide agencies with greater flexibility to make timely acquisitions while maintaining accountability and fiscal responsibility.	10/1/25	10/29/26	N/A	N	None	Number of Peard Purchases	Complete: New policy went into effect 10/29/2025.

**Attachment 23 — Ongoing Investigations and Audits Report**

<b>Fiscal Year</b>	<b>Audits/Reviews</b>	<b>Status</b>
FY25	Audit of Agencies Contract Administration Effectiveness (OIG No. 24-1-03AT)	Completed
FY25	DBH's Oversight of Community-Based Service Providers Audit (OIG No. 25-1-05RM)	Completed
FY25	FY25 Annual Comprehensive Financial Report (ACFR) OIG No. 25-1-11MA	Ongoing
FY25	Audit of The District Rent Control Clearinghouse Database IT Project (ODCA)	Completed
FY25	FY24 Single Audit (Schedule of Expenditures of Federal Awards)	Completed
FY25	Review of Complaint regarding Solicitation #Doc685662 – Request for Proposals (RFP) for the District Direct Contact Center (Office of Procurement Integrity and Compliance (OPIC))	Completed
FY25	Review of MPD CCTV Surveillance Camera Procurements (OPIC)	Completed
FY25	Audit of Emergency and Sole Source Procurements (OPIC)	Completed
FY26	Audit of the Top 10 Vendors Audit (ODCA)	Ongoing
FY26	Audit of the District's Information Technology Staff Augmentation Contracts   OIG No. 25-1-08MA	Ongoing
FY26	Audit of OCP's Purchase Card Program (ODCA)	Ongoing
<b>Fiscal Year</b>	<b>Investigations</b>	<b>Status</b>
FY25	Investigation of DPW Fleet Use of Vendor Credit Card (Office of Procurement Integrity and Compliance (OPIC))	Completed
FY25	Expenditure Irregularities (Department of Employment Services) Annual All-staff Events 2022-2024 (OIG No. 24-0010)	Completed

**Attachment 29 — Non-Disclosure Agreements**

<b>Is OCP currently party to any active non-disclosure agreements?</b>	<b>Number of agreements</b>	<b>Department/Division associated with each agreement</b>
Yes	3	OCP Business Resources/Emergency Operations
Yes	2	OCP Procurement Division
Yes	6	Systems, Data and Performance

<b>Job Title</b>	<b>Division</b>	<b>Program</b>	<b>Contracted position</b>
Contract Specialist	Procurement	<i>funded by the client agency - DOB</i>	Yes
Contract Specialist	Procurement	<i>funded by the client agency - DOB</i>	Yes
Senior Requirements Engineer/Project Manager	Systems, Data and Performance	GO0062(PROCUREMENT)	Yes
Executive Project Manager	Systems, Data and Performance	GO0062(PROCUREMENT)	Yes
Engineering Technican IV	Systems, Data and Performance	GO0062(PROCUREMENT)	Yes
Business Systems, Analyst/Share Point Developer	Systems, Data and Performance	AMP000(AGENCY MANAGEMENT)	Yes
Vendor Management Specialist	Systems, Data and Performance	GO0062(PROCUREMENT)	Yes
Project Manager	Systems, Data and Performance	GO0062(PROCUREMENT)	Yes
Data Analyst	Business Resources/Emergency Operations	GO0060(BUSINESS RESOURCES)	Yes
Business Systems Analyst; Journeyman	Business Resources/Emergency Operations	GO0060(BUSINESS RESOURCES)	Yes
Sr. Data Analyst	Business Resources/Emergency Operations	GO0060(BUSINESS RESOURCES)	Yes

\* NDA needed for access to the Procurement Automated Support System and Purchase Card system

Databases maintained by agency FY 25

Database name	Detailed description of information within database	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.
PASS	Procurement Automated Support System (PASS) - PASS is OCP's primary system of record for the District's procurements. The system stores information including, but not limited to, vendor registration and supporting information, invoices, receiving information, requestors, approvers, and approval workflows. Contracts, including amendments and exercise of options, are filed with supported documents in a contract workspace. The sourcing module in PASS stores statements of works, responses to Request for Proposals (RFP's), Request for Quotes (RFQ's), Requests for Information (RFI's), determination and findings, awards, market research, and bid evaluations.	23+ Years	Dec. 2025	By end of FY 27	Partial	<a href="https://contracts.ocp.dc.gov/solicitations/search">https://contracts.ocp.dc.gov/solicitations/search</a>	Vendors can access the solicitations module to view and submit bids.
OCP's Website	OCP's public facing website is maintained and used to provide the public with information about the agency and contracting opportunities within the District. The website includes the following information: <ul style="list-style-type: none"> <li>•Contracts and Procurement Transparency Portal</li> <li>•<input type="checkbox"/> Forecasts and Planning</li> <li>•<input type="checkbox"/> Sourcing Events – Solicitations</li> <li>•<input type="checkbox"/> Contract Awards</li> <li>•<input type="checkbox"/> Purchase Orders</li> <li>•<input type="checkbox"/> Payments (from OCFO systems)</li> <li>•<input type="checkbox"/> Independent Agency Sites and Information</li> <li>•Purchase Card Transactions</li> <li>•DC Supply Schedule</li> <li>•Intent to Award Sole Source Contracts</li> <li>•Contract Information for Agency Activities</li> <li>•Feedback from the public</li> <li>•FOIA Requests</li> <li>•Procurement Center of Excellence Information</li> <li>•Surplus Property Auction Information</li> </ul>	6+ Years	Dec. 2025	TBD	Y	<a href="http://ocp.dc.gov">ocp.dc.gov</a>	
Procurement Procedures Library (PPL)	A SharePoint site that houses all information procurement information, including District laws, regulations, policies, procedures, job aids, and links to other important contracting and procurement information.	2024	Nov. 2025	N/A	N		
Online Fillable Forms	A SharePoint site that houses six (6) online fillable forms for contract documentation. This includes the following forms: D&F for Contractor Responsibility, D&F for Cooperative Purchase Agreement, D&F for Emergency Procurements, Preliminary Notice for Option Period, Amendment of Solicitation, and Modification of Contract.	2025	2025	TBD	N		
Contract Warrant Authority	A SharePoint site that documents staff that have been given contract warrant authority and the maximum amount they are able to approve contracts for.	2016	2016	N/A	N		
Contractor Performance Evaluation System (CPES)	A SharePoint site that stores contractor evaluations completed by contract administrators.	2019	Dec. 2025	Sept. 2026	N		
Procured DCSS Performance Evaluation System	A 3rd party system that is utilized for DCSS contractor evaluations completed by requisitioners at client agencies.	2025	2025	N/A	N		
SmartSheets	Online system that allows users to create shareable spreadsheets, reports, and dashboards across many users. Uses include project and contract tracking.	2021	2021	N/A	N		
Gov Deals - Surplus Property Auction Information	OCP's Surplus Property Division (SPD) auctions surplus property, to include but not limited to, office supplies, computers, furniture, automobiles and more. SPD use "Gov Deals" as its online auction platform. "Gov Deals" is the same platform used by the Federal Government. It's a 3rd party application, neither owned or maintained by the DC Government.	2016	2016	N/A	Partial	<a href="https://www.govdeals.com/en/dc/government/surpluspropertyauction">https://www.govdeals.com/en/dc/government/surpluspropertyauction</a>	The public can access what is currently up for auction.
System of Asset Management (SAM) Database Contract File Locator	System to track the inventory of OCP's physical contract files located within file rooms.	2016	2016	N/A	N		
Tableau Systems (Server, Desktop, and Prep)	System to extract, transform, and load various data sets and dashboards.	2016	2016	N/A	N		
BarCloud inventory management tool	System to track the inventory of supplies and equipment stored at warehouse locations.	2020	2020	N/A	N		
PALT tracking system	A Microstrategy tool for staff to track the progress of procurements and share with agency leadership and client agencies	2025	2025	N/A	N		

Databases maintained by agency FY 25

Database name	Detailed description of information within database	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.
PASS	Procurement Automated Support System (PASS) - PASS is OCP's primary system of record for the District's procurements. The system stores information including, but not limited to, vendor registration and supporting information, invoices, receiving information, requestors, approvers, and approval workflows. Contracts, including amendments and exercise of options, are filed with supported documents in a contract workspace. The sourcing module in PASS stores statements of works, responses to Request for Proposals (RFP's), Request for Quotes (RFQ's), Requests for Information (RFI's), determination and findings, awards, market research, and bid evaluations.	23+ Years	Dec. 2025	By end of FY 27	Partial	<a href="https://contracts.ocp.dc.gov/solicitations/search">https://contracts.ocp.dc.gov/solicitations/search</a>	Vendors can access the solicitations module to view and submit bids.
OCP's Website	OCP's public facing website is maintained and used to provide the public with information about the agency and contracting opportunities within the District. The website includes the following information: <ul style="list-style-type: none"> <li>•Contracts and Procurement Transparency Portal</li> <li>☐ Forecasts and Planning</li> <li>☐ Sourcing Events - Solicitations</li> <li>☐ Contract Awards</li> <li>☐ Purchase Orders</li> <li>☐ Payments (from OCFO systems)</li> <li>☐ Independent Agency Sites and Information</li> <li>•Purchase Card Transactions</li> <li>•DC Supply Schedule</li> <li>•Intent to Award Sole Source Contracts</li> <li>•Contract Information for Agency Activities</li> <li>•Feedback from the public</li> <li>•FOIA Requests</li> <li>•Procurement Center of Excellence Information</li> <li>•Surplus Property Auction Information</li> </ul>	6+ Years	Dec. 2025	TBD	Y	<a href="http://ocp.dc.gov">ocp.dc.gov</a>	
Procurement Procedures Library (PPL)	A SharePoint site that houses all information procurement information, including District laws, regulations, policies, procedures, job aids, and links to other important contracting and procurement information.	2024	Nov. 2025	N/A	N		
Online Fillable Forms	A SharePoint site that houses six (6) online fillable forms for contract documentation. This includes the following forms: D&F for Contractor Responsibility, D&F for Cooperative Purchase Agreement, D&F for Emergency Procurements, Preliminary Notice for Option Period, Amendment of Solicitation, and Modification of Contract.	2025	2025	TBD	N		
Contract Warrant Authority	A SharePoint site that documents staff that have been given contract warrant authority and the maximum amount they are able to approve contracts for.	2016	2016	N/A	N		
Contractor Performance Evaluation System (CPES)	A SharePoint site that stores contractor evaluations completed by contract administrators.	2019	Dec. 2025	Sept. 2026	N		
Procured DCSS Performance Evaluation System	A 3rd party system that is utilized for DCSS contractor evaluations completed by requisitioners at client agencies.	2025	2025	N/A	N		
SmartSheets	Online system that allows users to create shareable spreadsheets, reports, and dashboards across many users. Uses include project and contract tracking.	2021	2021	N/A	N		
Gov Deals - Surplus Property Auction Information	OCP's Surplus Property Division (SPD) auctions surplus property, to include but not limited to, office supplies, computers, furniture, automobiles and more. SPD use "Gov Deals" as its online auction platform. "Gov Deals" is the same platform used by the Federal Government. It's a 3rd party application, neither owned or maintained by the DC Government.	2016	2016	N/A	Partial	<a href="https://www.govdeals.com/en/dcgovernment surpluspropertyauction">https://www.govdeals.com/en/dcgovernment surpluspropertyauction</a>	The public can access what is currently up for auction.
System of Asset Management (SAM) Database Contract File Locator	System to track the inventory of OCP's physical contract files located within file rooms.	2016	2016	N/A	N		
Tableau Systems (Server, Desktop, and Prep)	System to extract, transform, and load various data sets and dashboards.	2016	2016	N/A	N		
BarCloud inventory management tool	System to track the inventory of supplies and equipment stored at warehouse locations.	2020	2020	N/A	N		
PALT tracking system	A Microstrategy tool for staff to track the progress of procurements and share with agency leadership and client agencies	2025	2025	N/A	N		

# PROCUREMENT PROCEDURES MANUAL



OFFICE OF  
CONTRACTING AND  
PROCUREMENT

**GEORGE A. SCHUTTER, III**  
*Chief Procurement Officer of the District of Columbia  
Director, Office of Contracting and Procurement*



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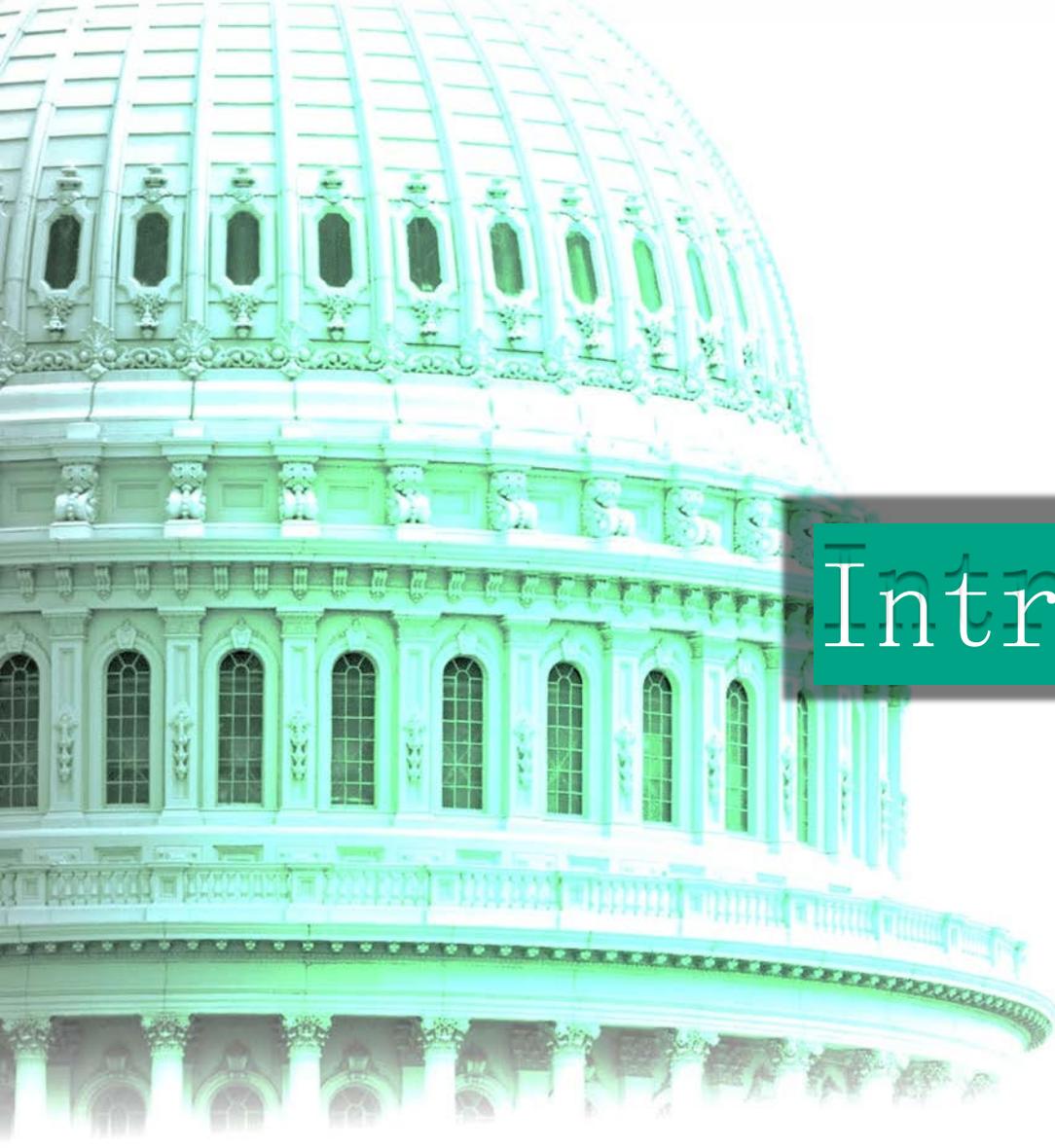
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# Introduction

## PREFACE

This *Procurement Procedures Manual* has been designed to guide new and current Office of Contracting and Procurement (OCP) employees through the procurement process of the District of Columbia. Acquiring goods and services by District government agencies can often be a very complex, nuanced process. There are numerous laws, regulations, policies, and procedures that affect how an acquisition is conducted. Moreover, there are numerous stakeholders—such as agency program personnel, private industry, and other District agencies—that may be an integral part of an acquisition. This *Procurement Procedures Manual* contains the information and tools necessary for procurement personnel to navigate the District’s procurement process while adhering to the highest ethical and professional standards.

All OCP staff are encouraged to familiarize themselves with this *Procurement Procedures Manual* and to refer to it as questions or ambiguities arise during the course of an acquisition. OCP’s charge is critical—we obtain the goods and services upon which District residents rely every day.

As a team we can only meet this charge if we are equipped with the right tools and information of which this *Procurement Procedures Manual* is a component.

## VISION & MISSION

OCP's mission is to partner with vendors and District agencies to purchase quality goods and services in a timely manner and at a reasonable cost while ensuring that all purchasing actions are conducted fairly and impartially.

OCP is a contracting and procurement organization that incorporates best practices that streamline the acquisition process, provides value-added customer support, and expands opportunities for certified business enterprises (CBE). OCP is staffed with procurement, legal and administrative professionals who have the requisite skills to serve their customers while securing the best value in goods and services for the District of Columbia.

- ***Streamlined Process*** – Quality is at the source in an effort to eliminate redundant reviews and contract processing. OCP processes will be consistent across all working groups and units. We will work collaboratively with our process partners to acquire efficiently quality goods and services. The streamlining of this process requires a heavy reliance on technology to facilitate the buying process.
- ***Customer Support*** – We will work in partnership with our customers to develop and execute effective procurement plans. We will understand our customers' business requirements so that we can provide value-added service. Pursuant to the laws of the District of Columbia, OCP will help customers secure the goods and services required to meet their missions.
- ***Certified Business Enterprise Opportunities*** – We will identify opportunities for certified business enterprises to compete for the full range of work available.
- ***Skills Alignment*** – OCP staff will have the opportunity to receive training to develop the skills and knowledge base needed to perform their jobs efficiently, effectively, and ethically.

### **The Chief Procurement Officer**

Established in 1997 by the *Procurement Reform Amendment Act*, the Chief Procurement Officer (CPO) is vested the authority to conduct procurements on behalf of select District agencies, departments, and other government entities. This law was replaced in 2011 by the *Procurement Practices Reform Act of 2011*, which governs procurement in the District of Columbia today. During FY16, OCP purchased over \$4.4 billion in goods and services on behalf of 76 District agencies, departments, and other government entities. OCP has grown to over 200 staff members and had an operating budget of \$23.7 million in FY16. In addition to serving as the Director of OCP, the CPO:

- Provides the overall leadership in the implementation of procurement rules and coordinating all procurement activities of the District government, in accordance with the PPRA;
- Develops a system of unified and simplified procurement procedures and forms;
- Reviews, monitors, and audits the procurement activities of the District;
- Prepares, establishes, and implements periodic review process for the evaluation of contractors;
- Develops guidelines for the recruitment, learning & development, career development and performance evaluation of all procurement personnel;
- Establishes certification requirements for contracting personnel; and • Delegates contracting authority to experienced contracting officers and procurement.

## **OCP Divisions and their Functions**

OCP is divided into the following five divisions: Procurement, Operations, Learning and Development, Business Resources and Support, and General Counsel's Office. The responsibilities and organization of each of these divisions is listed below.

- A. **Procurement Division.** This Division is responsible for procuring goods and services on behalf of the agencies and programs under OCP's authority in accordance with District laws and regulations. OCP teams working under the CPO's delegated procurement authority are co-located with program staff at customer agencies and manage procurement services for their assigned agencies. It is divided into ten units:
- Government Operations;
  - Public Safety;
  - Health Services;
  - Human Services;
  - Homeless/Youth Human Services;
  - Transportation Infrastructure;
  - Information Technology;
  - Public Works and Fleet Services;
  - Simplified Acquisition/DC Supply Schedule/P-Card; and
  - Procurement Operations.
- B. **Operations Division.** This Division is headed by the Chief of Staff and provides agency operational oversight, coordinates initiatives, executes CPO commitments,

procurement support, and serves as the agency point of contact. It is comprised of the following components:

- ***Office of Procurement Integrity and Compliance (OPIC)*** – provides a full complement of audit and non-audit advisory services to agency leadership, staff and affected stakeholders on both pre- and post-award basis. Specifically, OPIC conducts internal audits and reports its findings to various stakeholders within the agency; serves as the primary lead for OCP in support of the Comprehensive Annual Financial Report (CAFR) and Single Audit; and performs operational assessments of procurement processes and functions for agencies and teams under the authority of the CPO. OPIC also administers the agency’s deficiency remediation, records management, and performance monitoring programs.
  - ***Communications and Engagement*** – handles requests and provided information to key stakeholders including vendors, District residents, customer agencies, Council, and the media regarding contracting and procurement-related matters.
  - ***Procurement Technology*** – provides technical and consultative support to agencies, vendors and OCP contracting staff, while preserving data integrity and advancing the agency’s transparency efforts. The IT team manages OCP’s Procurement Automated Support System (PASS), provides technical support for PASS and Ariba eSourcing applications, and operates the IT Helpdesk for internal and external OCP customers.
  - ***Strategy and Performance Management*** – develops policies and procedures to help employees and other stakeholders work toward common goals, establish intended outcomes/results, and adjust the organization’s priorities in response to a changing environment
  - ***Human Resources*** – provides human resource management services to attract, develop, and retain a well-qualified and diverse workforce.
- C. **Business Resources and Support Division.** This consists of two teams: *Support Services* and *Surplus Property*. Together, these teams handle several key functions including: execution of OCP’s acquisitions and facility maintenance, District-wide acquisition efforts during declared emergencies, fleet management, surplus property management, and property disposal services to District agencies.
- D. **Learning and Development Division.** This division is responsible for the District Procurement Certification Program (DPCP). This division also operates the Procurement Training Institute, which provides: (1) a District-focused procurement competency model designed to assure the right acquisition outcomes for the District, (2) a procurement training strategy tailored to the needs of the District’s procurement professionals, (3) a procurement library, and (4) cost and price analysis support to contracting officers.

- E. **Office of the General Counsel.** Headed by OCP's General Counsel, she and four Assistant General Counsels provide legal services to the procurement staff including: general legal advice, litigation support to the Office of the Attorney of General, responses to Freedom of Information Act (FOIA) requests, and drafting of regulations and legislation

## SYNOPSIS OF DISTRICT PROCUREMENT LAWS & REGULATIONS

This section provides an overview of procurement law in the District. Non-attorneys are often, and understandably, uncertain as to where to start should they need to look up a procurement law or regulations. This section provides a very broad overview of the structure of the District's various procurement laws. The goal of this section is to equip all staff members with a general understanding of the District's laws, where to look for them, and what resources are at their disposal.

### **The Procurement Practices Reform Act**

The primary law that currently governs District procurement is the *Procurement Practices Reform Act of 2010*, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-351 *et seq.*) (PPRA). The PPRA is Chapter 3A in the D.C. Official Code above. In 2016, the PPRA was amended by a new statute, the *Procurement Integrity, Transparency, and Accountability Amendment Act of 2015*, effective October 8, 2016 (D.C. Law 21-158; D.C. Official Code § 2351 *et seq.*) (PITAAA). An up-to-date, searchable PPRA is available to all OCP staff on the intranet site as well as a version that highlights the changes made by the PITAAA.

The PPRA defines the authority of OCP and the CPO and establishes the statutory purposes and policies for the procurement of goods, services, and construction in the District of Columbia.

The law's purposes include:

- Ensuring transparency in the procurement process;
- Promoting full and open competition;
- Fostering effective and equitably broad-based competition in the District;
- Providing for increased public confidence in procurement;
- Ensuring fair and equitable treatment of all persons; and • Promoting uniform procurement procedures District-wide.

The law applies to all subordinate agencies, instrumentalities, and employees of the District government, independent agencies, boards, and commissions, except for those specifically

exempted. The following agencies, under D.C. Official Code § 2-352.01(a)–(b), are exempt from the CPO’s authority but still must adhere to the PPRA:

- Office of the Chief Financial Officer;
- The Office of the Attorney General;
- District of Columbia Housing Authority;
- District of Columbia Public Schools;
- Public Service Commission;
- Department of General Services; and
- Tax Revision Commission;
- University of the District of Columbia;
- District of Columbia Public Library;
- Child and Family Services Agency;
- Office of the People’s Counsel;
- Criminal Justice Coordinating Council.

Some District agencies, departments, and other government entities—Neighborhood Advisory Commissions and the D.C. Courts for example—are wholly exempt from both the PPRA and the CPO’s authority. A complete list of agencies exempted from both PPRA and CPO’s authority can be found at D.C. Official Code § 2-351.05(c).

## **District of Columbia Municipal Regulations (“27 D.C.M.R.”)**

The *District of Columbia Municipal Regulations* (abbreviated “D.C.M.R.” or “D.C. Mun. Regs.”) are the collection of permanent rules and statements of general applicability and legal effect promulgated by executive departments and agencies and by independent entities of the Government of the District of Columbia. The D.C.M.R. is divided into titles, of which Title 27 contains the rules for contracts and procurements (abbreviated “27 D.C.M.R.”). Title 27 is comprised of numerous chapters organized by general topic. For example, Title 27, Chapter 16 covers Procurement by Competitive Sealed Proposals.

The CPO is authorized under the PPRA to issue rules under this title. *See* D.C. Official Code § 2-361.06(a)(1). A proposed procurement rule comes into effect after it is published in *District of Columbia Register* (abbreviated “DCR”) for a 30-day notice and comment period and subsequently approved as a final rulemaking. The rulemaking process from start to finish can take between two and six months. However, under certain circumstances and CPO may issue an Emergency and Proposed Rulemaking. Such emergency rule goes into effect immediately and expired at the end of 120 days.

**Hierarchy of District Procurement Law**



Like the PPRA, OCP has assembled a searchable Title 27 that contains all rules—including emergency rules—that are in effect. Staff may access on the OCP intranet.

## **Other Applicable District Laws and Regulations**

In addition to the PPRA, District procurements are subject to the following District law and regulations:

- A. **The District Anti-Deficiency Act of 2002, D.C. Official Code § 47-355.01 et seq.** This law prohibits District employees from exceeding budget appropriations or entering in to a contract without an appropriation. Note the District is also subject to the federal anti-deficiency law.
- B. **District of Columbia Government Quick Payment Act of 1984, D.C. Official Code § 2-221.01 et seq.** Establishes a payment of interest penalty when the District fails to meet the required payment date for invoices under contracts at a rate of interest is 1.5% per month, for a maximum period of one year.
- C. **51 Percent District Resident New Hires Amendment Act of 2001, D.C. Official Code § 2-219.01 et seq.** Establishes “First Source” requirement that 51% of new hires on contracts over \$300,000 be District residents.
- D. **Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code § 2-218.01 et seq.** This law increases opportunities for certified business enterprises (CBEs) to participate in the District’s contracting and procurement process by requiring:
- District agencies to spend 50% of their expendable budgets on CBE programs;
  - A preference of up to 12 percent or 12 points in the evaluation of a CBE’s bid or proposal;
  - Contracts of \$250,000 or less to be awarded to qualified small business enterprises on the DC Supply Schedule or be set aside for qualified small business enterprises; and
  - Any contract over \$250,000 to include a requirement that 35% of the total dollar amount of the contract be subcontracted to small business enterprises.
- E. **Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.** Sets minimum wage of \$13.95 per hour for District services contracts.
- F. **Mayor’s Order 85-85, Equal Employment Opportunity Requirements in Contracts, (Chapter 11 of the OHR Regulations, 33 DCR 4952, August 15, 1986).** Contractors are prohibited from discriminating against any employee or applicant based on categories listed in District law

## Applicable Federal Laws and Regulations

Certain federal laws and regulations apply to District procurements, including:

- A. **Service Contract Act of 1965, 41 U.S.C. § 6701.** Requires payment of prevailing wages as determined by the Department of Labor in service contracts.
- B. **Davis-Bacon Act, 40 U.S.C. § 3141.** Requires payment of prevailing wages as determined by the Department of Labor in construction contracts
- C. **Federal Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1).** Requires an appropriation of funds prior to authorizing an obligation or expenditure of District funds.
- D. **Federal Adequacy of Appropriations Act, 41 U.S.C. § 11.** Requires sufficient funds prior to authorizing an obligation or expenditure of funds; prohibits authorizing obligations for unlimited expenditures or expenditures that cannot be quantified with certainty.
- E. **Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Part 200 (December 26, 2014).** Establishes requirements governing state procurements using federal grant funds.

## OVERVIEW OF THE PROCUREMENT PROCESS

### District of Columbia Procurement Process



Each of the chapters that follow outlines a specific component of the District's procurement process. Chapter 1 discusses the requirements and requirements planning phases: the identification of the need of a good or service and preparing for its acquisition, respectively. Chapter 2 delves further into the procurement process by discussing the solicitation, review, and award phases. Some of the issues discussed here are small purchases, awarding contracts, emergency procurements, and obtaining approval for multi-year procurements and contracts valued in excess of \$1 million. The roles of other stakeholders such as the Office of the Chief Financial Officer (OCFO); the Executive Office of the Mayor (EOM); and the D.C. Council are also discussed in Chapter 2.

Chapter 3 outlines specific issues that affect the solicitation and award phases: suspensions, debarments, and suspensions. Chapter 4 takes us further into the procurement process by looking at contract management, executing modifications and change orders, ratifying unauthorized

commitments, and exercising contract options. Chapters 5 and 6 discuss the critical issues of contract closeout and file management, respectively. Lastly, and by no means least, procurement ethics and related topics are addressed in Chapter 7.

## Chap

# REQUIREMENTS,

## Chapter

# REQUIREMENTS, PROCUREMENT PLANNING, & ANNUAL ACQUISITION PLANS PROCUREMENT

# 1

## PLANNING, & ANNUAL ACQUISITION PLANS

### 1.1 IDENTIFYING REQUIREMENTS

The procurement process begins when a District agency, whose procurements are conducted by OCP, identifies and assesses the need for specific goods or services—the agency’s *requirement*. The timely and accurate identification of a requirement is necessary for an agency to meet its legally-mandated mission and functions. During the requirement OCP and the program agency then collaborate on a plan to procure the needed good or service.

#### District of Columbia Procurement Process—Requirements Phase



District government agencies serviced by OCP always have a need for a particular good or service. When a need arises, it is essential that an agency consult with OCP to conduct an assessment of that need. The table below outlines the roles and responsibilities of the program agency staff and those of the contracting officer.



**Roles and  
Responsibilities  
in the Requirement  
Phase**

<b>Contracting Officer</b>	<b>Agency Staff</b>
Assist with requirements and Statement of Work	Draft Requirements and Statement of Work
Verify Funding	Obtain Proof of Funding
Provide Templates and Sign Appropriate Justifications	Draft and Sign Appropriate Justifications
Assist with Developing the Independent Government Estimate	Develop Independent Government Estimate
Discuss Evaluation Factors	Consider Evaluation Factors

## 1.2 PROCUREMENT PLANNING

After agency requirements are identified, the contracting officer and agency staff ascertain the appropriate procurement method based on the available sources of the good or service, the urgency of the requirement, the type of product or service, and the dollar amount of the procurement.



**District of Columbia Procurement Process—Procurement Planning Phase**

Collaboration and communication between procurement and agency are essential in the procurement planning phase. The following table outlines the respective roles and responsibilities of agency and procurement staff.

Roles and Responsibilities of the Procurement Planning Phase	Contracting Officer	Agency Staff
	Perform Additional Market Research	Finalize Market Research
	Review Requirements and the Statement of Work	Finalize Requirements and the Statement of Work
	Complete and share a Milestone Plan	Identify a Contract Administrator
	Engage with Vendors per Customer Needs	Provide Additional Information as Necessary

### 1.2.1 **Determining the Procurement Method—Preliminary Considerations**

When an agency is ready to purchase a particular set of goods and services, an OCP contracting officer should meet with the agency’s program manager to determine the appropriate procurement method. The contracting officer will review the agency’s acquisition history and conduct market

research. The purpose of this review is to help determine the appropriate method of procurement. Questions to be addressed include:

- How much is the dollar value of the requisition?
- Is there an existing contract?
- Is there more than one vendor capable of providing the need?
- What is the delivery time frame a vendor can meet?
- Did the previous procurement require discussions?
- Do the vendors compete their products or services based on only price and price related factors?
- Did the previous procurement require evaluation of a vendor's technical capabilities before making award?
- Do the vendors provide products or services that are commercially available and can be described adequately and understood by the general public?

## **1.2.2 Types of Procurement Methods**

Based upon the review of the agency's acquisition history and market research, the contracting officer will determine the most appropriate method of procurement. The most commonly used procurement methods and corresponding thresholds include:

- P-Cards or "Micro-purchasing"**. This method is typically used for procurements up to \$2,500 for services and up to \$5,000 for goods. The authorized purchase card holder may contact contractors to procure the goods and services. The purchases must not exceed \$2,500 per day for services or \$5,000 for goods, or \$20,000 per month unless OCP approves an exception to these requirements.
- Small Purchases (RFQs)**. This method applies to procurements of up to \$100,000.00.
  - *Purchases of \$10,000.00 or less* – non-competitive.
  - *Purchases ranging from \$10,000.01 to \$100,000.00* – at least 3 written quotes are required.
- Competitive Sealed Bids (IFBs)**. The required means of soliciting goods and services in excess of \$100,000.00 unless it is determined that use of competitive sealed bidding is not practicable or in the best interest of the District.
- Competitive Sealed Proposals (RFPs)**. A formal solicitation required for purchases when a contracting officer determines competitive sealed bidding is not practicable or advantageous to the District.
- Emergency Procurements**. Emergency procurements occur when there is an imminent threat to the public health, welfare, property, or safety, or to prevent or minimize serious

disruption in District services. The contracting officer must prepare a D&F justifying the sole source that includes the following information:

- The identification of the agency;
- A statement that emergency procurement procedures will be used for the procurement;
- A description of the requirement;
- A description of the emergency;
- A description of the efforts made to ensure that proposals or bids are received from as many potential sources as possible;
- The estimated value or cost;
- A determination that the anticipated costs to the District will be fair and reasonable in light of the emergency;
- A specific citation to “section 405 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-37; D.C. Official Code § 2-354.05 (2011 Repl.))”;
- Any other pertinent facts that support the emergency justification.

F. **Sole Source.** A sole source procurement may be used when there is only one source for the required goods or services. The contracting officer must prepare a D&F justifying the sole source that includes the following information:

- The using agency;
- A statement that the requirement is a sole source;
- The requirement, including the estimated cost or value;
- The factors that establish the proposed vendor is the only source of the required goods or services;
- A statement that the anticipated costs to the District will be fair and reasonable;
- A specific citation to “section 404 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-37; D.C. Official Code § 2-354.04 (2011 Repl.))”;
- A specific citation to “27 D.C.M.R. § 1700”;
- A description of the market survey conducted and the results, including a list of the potential sources contacted by the contracting officer or which expressed, in writing, an interest in the procurement (if no market survey was done, a statement of the reasons why a market survey was not conducted); and
- Any other relevant facts to support the use of a sole source procurement.

### 1.2.3 Priorities for the Use of Required Sources

The following list contains the sources from which a good or service may be procured. Priority must be given to sources in descending order.

#### Priorities for Required Sources

Priority	Source of Goods or Services
1	Existing agency inventories
2	Excess personal property from the OCP's Surplus Property Division
3	Existing requirements contracts
4	Existing indefinite quantity contracts (to the extent of the minimums stated in those contracts)
5	For contracts of \$250,000 or less, qualified small business enterprises on the District of Columbia Supply Schedules (DCSS)
6	For contracts of \$250,000 or less, qualified certified business enterprises (CBE) on the DCSS
7	For contracts of \$250,000 or less, qualified small business enterprises
8	For contracts of \$250,000 or less, qualified CBEs
9	Other sources, including federal schedules and cooperative purchasing agreements

## **1.2.4 Certified Business Enterprise (CBE) Requirements**

The OCP contract specialist and program manager should make every effort to consider whether there is an opportunity to utilize a Small Business Enterprise (SBE) or a Certified Business Enterprise (CBE).

- A. **Mandatory Set-Asides.** Contracts of \$250,000 or less must be awarded to qualified small business enterprises on the DC Supply Schedule or must be set aside for qualified small business enterprises. The DCSS is the District's multiple award schedule under which contracts may be awarded to CBEs providing goods and services to District government agencies. There are 16 schedule categories for commercial products and services. If the contracting officer determines in writing that there are not at least two qualified SBEs that can provide the goods or services, the contracting officer may use a qualified CBE that can provide the goods or services.
- B. **Subcontracting Requirements.** Any construction or non-construction contract over \$250,000 shall include a requirement that 35% of the total dollar amount of the contract be subcontracted to small business enterprises. Subcontracting requirements can be waived if there is insufficient market capacity for the goods and services and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements. Only the Director of the Department of Small and Local Business Development can waive subcontracting requirements.

## **1.3 PREPARING THE PROCUREMENT PACKAGE**

### **1.3.1 Statement of Work**

First, the agency requesting specific goods or services should have its program manager develop what is called a Statement of Work (SOW) if it is required. The SOW is the portion of a contract that describes the work to be performed by the contractor. The SOW includes:

- Specifications or other minimum requirements or quantities;
- Period of performance;
- Delivery schedule;
- Time and place of performance services; and
- Quality requirements.

In the case of a larger or complex acquisition, it may be appropriate for the OCP contracting officer to meet with the agency to:

- Finalize the procurement method;

- Layout milestones and the schedule for the procurement; and • Discuss the SOW or assist with the development of the SOW.

The prospective contractors should not write the SOW or be informed of the specific requirements prior to issuance of the solicitation unless the following criteria are met:

- The contractor is the sole source;
- The contractor has participated in the developmental and design work; or
- More than one contractor has been involved in preparing the SOW.

### **1.3.2 Identifying Potential Contractors**

The agency requesting the goods or services may provide OCP with a list of potential contractors that could be utilized in the provision of a requested service. However, the contracting officer makes the final selection of a bidders' or offerors' list.

## **1.4 THE PROCUREMENT AUTOMATED SUPPORT SYSTEM (PASS)**

### **1.4.1 Creating a PASS Requisition**

A *requisition* is what initiates the formal procurement process. Before any contract is awarded, the program personnel enter a requisition into the Procurement Automated Support System (PASS). PASS is the District-wide Procurement system. Within OCP, the system is used to track the procurement of goods and services. End-users request goods or services directly in the system. The requisitions are then electronically routed for approval, funding and processing. Any special approvals that are required are also routed to the appropriate individual for approval. End users may access the system at any time to obtain the status of their request.

Once a requisition has been processed, a purchase order is created and sent to the appropriate vendor. PASS requires acknowledgment of the receipt and acceptance of all goods and services purchased through the system. After receipt and acceptance are acknowledged, PASS routes the information electronically to the Office of the Chief Financial Officer (OCFO) so vendors can be paid. Vendors cannot be paid until the appropriate information is entered into PASS.

The agency program manager requesting the goods and services should:

- Identify whether or not there are any available funds for those goods and services by checking with the OCFO for corresponding accounting attributes and object codes;
- Enter the appropriate attributes or codes into PASS; and

- Attach any supporting documentation to the requisition. If documents cannot be attached electronically, they should be hand delivered to the contract specialist.

The following resources for navigating PASS are available to staff:

- Procedures on how to input requisitions into PASS are found on the [Administrative Services Modernization Program website](#).
- Helpful hints on PASS usage are also found on the [OCP intranet](#).

## **1.4.2 Securing Approval of a Requisition in PASS**

Each agency should develop its own internal requisition approval process in PASS. An agency's budget manager or Agency Financial Officer (AFO) should, first, approve the funds in PASS if a specific requisition is under \$25,000. If a specific requisition is over \$25,000, the agency CFO must then certify the availability of the funds through the OCFO. If the request is for Information Technology (IT) goods and services and greater than \$25,000, the program manager must prepare a procurement information package (PIF) for review by the OCTO.

## **1.5 THE ACQUISITION PLANNING TOOL (OAPT)**

An important topic related to determining agency requirements and procurement planning is an agency's annual *acquisition plan*. An acquisition plan identifies the size and nature of the anticipated procurement workload for the following fiscal year (procurement planning pertains to a specific requirement; acquisition planning encompasses all anticipated requirements over the course of the next fiscal year). The purpose of acquisition planning is to ensure that the government: (a) meets its needs in the most effective, economical and timely manner; (b) maintains regulatory and legal compliance; and (c) budgets for proper lead time for procurements.

Each agency subject to the CPO's authority must submit an acquisition plan that contains its anticipated procurement needs for the coming fiscal year, with specific information on the following:

- Program-level needs;
- Anticipated multiyear procurements;
- Anticipated exercises of option periods of existing contracts;
- Expected major changes in ongoing or planned procurements;
- The guiding principles, overarching goals, and objectives of the agency's acquisitions of work, goods, and services; and

- Goals and plans for utilization of strategic sourcing.

OCP is responsible for ensuring that agencies receive clear guidance on the acquisition planning process and steps and tools needed to complete this task.

## 2.1

## ROLES AND RESPONSIBILITIES

### District of Columbia Procurement Process— Solicitation Process, Review and Evaluation, and Award Phases



#### Roles and Responsibilities in the Solicitation Process Phase

Contracting Officer	Agency Staff
Schedule pre-proposal and prebid conferences with customer collaboration	Participate in Pre-Proposal and Pre-Bid Conferenced
Discuss Request for Information (RFI) or Sources Sought Synopsis	Respond to procurement concerns regarding solicitation
Issue Synopsis	Alert procurement office of the need for changes
Release Solicitation	Refer all vendor communication to the contracting officer
Keep customer informed and on the team	—

# PROCURING GOODS & SERVICES

This chapter covers three key phases of the procurement process—solicitation, review and evaluation, and contract award. Each of these phases contains subtle differences depending on the size of the procurement. Small purchases, D.C. supply schedule procurements, requests for proposals, invitation for bids, and human care agreements are all covered in the following sections.

## Roles and Responsibilities in the Review & Evaluation Phase

Contracting Officer	Agency Staff
Pre-Award Approvals	—
Council Approval Packages	—
Notice of Public Award	—

## 2.2 SMALL PURCHASES

The District's Small Purchases Procedures may be used to procure goods and services not exceeding \$100,000. Small purchases are generally defined by the "RFQ" procurement method or "Requests for Quotations."

- A. **Purchase requisitions valued at \$10,000 or less** -- Purchase requisitions valued at \$10,000 or less may be processed without obtaining competitive quotes.
- B. **Purchase requisitions with a price greater than \$10,000 but not exceeding \$100,000** – At least three written quotations are required for purchase requisitions with a price greater than \$10,000 but not exceeding \$100,000.

### 2.2.1 **Creating a Small Purchase Solicitation**

- A. **Receipt and Assignment.** The contracting officer receives a requisition via PASS and assigns it to the appropriate contract specialist.
- B. **Review and Verification.** The contracting officer or assigned contract specialist, upon receiving the requisition, does the following:
  - Review the requisition(s) in PASS to understand the requirements, determine if there are any deficiencies, and determine the appropriate procurement strategy;
  - Review the SOW to determine if it adequately describes the required goods or services requested in the requisition. If there are any discrepancies the contracting officer or contract specialist will work with the requesting agency's program staff to correct the SOW.
  - For orders placed using a DC Supply Schedule, verify that the required goods or services are included in the DC Supply Schedule contract to be used.
- C. **Wage Determinations.** If the request is for services greater than \$2,500.00, the contract specialist must incorporate the applicable Department of Labor (DOL) wage requirements which can be found at [www.wdol.gov](http://www.wdol.gov). If procuring construction related goods and services the threshold is reduced to procurements priced more than two thousand dollars \$2,000.
- D. **Creation of Solicitation.** The contract specialist creates a solicitation through an eSourcing Event within PASS and includes the basis for the award in the solicitation.

### 2.2.2 **Evaluating a Small Purchase Quotation**

The contracting officer reviews quotes submitted to determine the lowest price offered and to determines each bidder's compliance with the requirements for contracting with the District of Columbia. The CO/CS shall determine price reasonableness, apply preference points, and document due diligence to achieve competition as follows:

- A. **Reasonableness.** If the request is for services it may be appropriate to have the agency review the responses;
- B. **CBE and SBE Preferences.** If the procurement is designated for an open competition or a set aside, the contracting officer will apply CBE preference points to determine the evaluated price. To determine CBE points, the contracting officer shall use the [DSLBD website](#). When the competition is among DC Supply Schedule vendors these points are not applied.
- C. **Due Diligence.** If only one response or bid is received, the CO/CS must document due diligence in obtaining the required number of quotes.
- D. **Documentation.** The contract specialist uploads to PASS the appropriate compliance documents for the requisition, such as:
  - District and Federal Excluded Parties Lists
  - Cleans Hands Documentation;
  - Business Licenses; and
  - Other documents as appropriate for the procurement.
- E. **Sole Source.** If an agency requests the good or service to be sole sourced, then, prior to proceeding with the procurement, the contract specialist must request documents from the agency's program staff justifying the sole source.
  - If the sole source procurement is greater than \$10,000, the contract specialist prepares a D&F explaining and justifying the sole source. Templates and forms regarding sole source procurements and may be found at [www.ocp.dc.gov](http://www.ocp.dc.gov), under the Policy and Procedures in the OCP Library.
  - Prior to executing the order, the contracting officer shall publicize the District's intent to enter into sole source procurement for 10 days. The CPO must review and approve the D&F.

## 2.3 D.C. SUPPLY SCHEDULE PROCUREMENTS

The Simplified Acquisitions Procedures Section is responsible for establishing new DC Supply Schedules (DCSS) and processing applications.

### 2.3.1 DCSS Solicitation Process

The contract specialist and contracting officer will work with the DSLBD to identify SBEs and CBEs that offer goods or services in product/service categories where no current DCSS contract exists to fulfill the District's needs. The DCSS solicitation process is as follows:

- A. **Statement of Work.** The contracting officer and contract specialist consult with the procuring agency program staff to develop a SOW for needed good(s) or services.
- B. **Solicitation Package.** The contracting officer or contract specialist prepares a DCSS solicitation or application package. This package should include current wage rates from the Federal Department of Labor (DOL) for services and construction. Federal wage rates can be found at <http://www.wdol.gov/>.
- C. **Review and Approval.** The contracting officer reviews the draft DCSS solicitation package and works with the contract specialist to ensure edits and or changes needed are incorporated into the final package. Once approved, the contracting officer submits the final package to the CPO or designee for review and approval.
- D. **Publication.** Upon approval by the CPO, the contracting officer or contract specialist shall publish each proposed solicitation as follows:
  - ***Procurements between \$100,000 and \$250,000*** – the contracting officer or contract specialist publishes the solicitation on OCP's Internet site, and may publish the solicitation using any other methods reasonably available such as newspapers or trade publications.
  - ***Procurements Greater than \$250,000*** – the contracting officer or contract specialist publishes the solicitation on the OCP Internet site and in a newspaper of general circulation and in trade publications considered by the CPO to be appropriate to give adequate public notice.
  - ***Shortened Timeframe*** – The program personnel may request that the CO/CS shorten the timeframe for advertisement. The contracting officer or contract specialist shall prepare the D&F for a shortened advertisement period and secure the necessary approvals
- E. **Announcement.** The contracting officer or contract specialist completes the procurement form and forwards request for advertisement to the solicitation e-mail address ([solicitations.ocp@dc.gov](mailto:solicitations.ocp@dc.gov)). The forms must be received at least 48 hours in advance of the desired advertisement date. Forms are available on the OCP intranet website. The contracting officer or contracting specialist then sends the required information to the OCP webmaster and a copy to [solicitations.ocp@dc.gov](mailto:solicitations.ocp@dc.gov) so that the solicitation can be posted on the OCP website.

If a solicitation is cancelled after it has been issued, then the contracting officer or contract specialist prepares a D&F to cancel the solicitation and an amendment to the solicitation. The contracting officer or contract specialist secures the required approvals.

### **2.3.2 Evaluating a DC Supply Schedule Application**

The Simplified Acquisition Group is responsible for processing DCSS applications. Only CBE may apply for DCSS contract participation. Information regarding the DCSS can be found on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov) under opportunities and support.

- A. Pre-Application Documentation.** The following documents are required prior to processing a DCSS Application:
- Completed Application;
  - Tax Affidavit;
  - Basic Business License;
  - First Source Agreement;
  - Letter of Offer;
  - Capabilities or Mission Statement;
  - CBE Certification;
  - EEO Documents;
  - COG Rider Clauses (signed by vendor);
  - Certificate of Insurance (COI);
  - Signed Solicitation, Offer, and Award;
  - Bidder/Offeror Certification Form; • GSA Schedule; and
  - Three (3) Business References Regarding Past Performance.
- B. Receipt of Applications.** DCSS applications are received at the OCP front desk where the date, time and name of the company submitting the application are officially recorded and the contracting officer or contract specialist (or front desk) issues a receipt of the application to the applicant. Upon notification from the contact specialist, the contracting officer signs for and picks up the application and enters the application information into the DCSS Excel Log Sheet. And then, the contracting officer assigns and provides the application to the contract specialist for processing.
- C. Review of Applications.** The contracting officer or contract specialist reviews and evaluates the application for responsibility and completeness. If the contracting officer or contract specialist discovers deficiencies in the application the contracting officer or contract specialist will prepare and issue a letter to the applicant noting of them of the problem areas and allow a reasonable amount to time to for the applicant to correct the deficiencies or problem areas. The contract specialist is responsible for creating a Vendor Maintenance Form (VM) for all new vendors in addition to creating a Contract Workspace (CW) number in the Contract Module of PASS.
- D. Forms and Verification.** The contract specialist is responsible for obtaining evidence of the applicant's compliance with District of Columbia laws and regulations by:

- Obtaining a Clean Hands Report from the District Office of Tax and Revenue;
  - Verifying compliance from the Department of Employment Services (DOES);
  - Submitting the appropriate Equal Employment Opportunity and First Source Employment forms with the appropriate agencies for approval;
  - Verifying that the applicant is currently a CBE approved by the District’s Department of Small and Local Business (DSLBD) and that all necessary and required licenses are present and current. This activity includes contacting the three required business to confirm past performance, and ensuring that the applicant is not listed on the on the excluded parties list by the District or the Federal Government; and
  - The contract specialist also reviews the applicant’s Dun & Bradstreet report along with the required Capability Statement demonstrating the applicant’s qualifications, skills and work experience related to the requirements described in the SOW.
- E. **Determination of Price Reasonableness.** The contract specialist reviews the applicant’s adopted federal pricing schedule and pricing for consistency with Section 3 of the Description/Specifications/Work Statement of the DCSS solicitation. The contract specialist determines price reasonableness based on current federal labor rates. Vendor’s pricing shall not exceed the adopted GSA Price Schedule.

## 2.4 AWARDING A CONTRACT VIA COMPETITIVE SEALED PROPOSALS (RFPs)

Competitive Sealed Proposals, otherwise known as “Requests for Proposals” or “RFPs”, require three to eight months to complete. During the annual Acquisition Planning process the contracting officer should make the agency aware of the lead time to complete the process and provide necessary supporting documentation. The contract specialist and contracting officer then meet with agency’s program staff to plan the procurement and develop the procurement package.

### 2.4.1 **Planning and CBE Subcontracting Requirements**

At the beginning of the RFP Procurement Planning Phase the contracting officer and contract specialist must review the requirements of the procurement for possible CBE participation. If there are at least two qualified small business enterprises (SBEs) certified by DSLBD, the contracting officer may set-aside the procurement for participation only by certified SBEs. For open-market procurements greater than \$250,000, the RFP must include a 35% subcontracting requirement. This requirement, however, can be waived, either partially or completely, by the Director of DSLBD if there is insufficient market capacity for the goods or services that comprise the project and such lack of capacity leaves the contractor commercially incapable of achieving the subcontracting requirements at as project level. The contracting officer must submit a waiver request that includes the following:

- The number of certified business enterprises, if any, qualified to perform the elements of work that comprise the project;
- A summary of the market research or outreach conducted to analyze the relevant market; and
- The consideration given to alternate methods for acquiring the work to be subcontracted to make the work more amenable to being performed by CBEs.

The contracting officer should request the waiver prior to issuing the RFP.

## **2.4.2 Preparing the RFP Package**

The contracting officer or designee prepares the RFP package via the following steps:

- A. **Milestone Plan.** The contracting officer develops a milestone schedule for the procurement based on the “need date” and input from the agency program staff.
- B. **Procurement Package Assembly.** The contract specialist assigns a solicitation number to the procurement and assembles a procurement package for submission to the contracting officer. The package should include the items noted below:
  - The SOW (Section C of the RFP template);
  - An Independent Government Estimate;
  - Proof of funds availability (*i.e.*, a requisition in PASS or a certification of funding signed by the Agency Chief Financial Officer);
  - Deliverables (Section F of the RFP template);
  - Proposal submission requirements (Section L of the RFP template);
  - Evaluation factors (Section M of the RFP template);
  - List of potential offerors suggested by the agency program staff;
  - Proposed Contract Administrator Letter;
  - The DSLBD waiver if a waiver was granted; and
  - Information regarding a pre-proposal conference.
- C. **Determination and Findings.** The contract specialist prepares a D&F for Use of Competitive Sealed Proposals for approval by the contracting officer. If the approval is conditional, the contract specialist makes all necessary changes and resubmits the package to the contracting officer. The contracting officer then reviews the procurement package for approval.
- D. **Offerors List.** The contract specialist develops the list of potential offerors, which may include:
  - Vendors identified by the program personnel;

- Vendors who notified the contract specialist or contracting officer of their interest in being placed on the offerors list; and
  - Other vendors known to the specialist or contracting officer, or discovered through market research.
- E. **Advertisement.** The solicitation must be posted on the OCP's internet site, and if the procurement is over \$250,000, it must also be advertised in a newspaper of general circulation. Typically, RFPs are advertised for 21 days but the contracting officer may shorten the time frame for advertisement to no less than 14 days, by preparing the D&F for a shortened advertisement period. The contract specialist verifies that the OCP website and the local newspaper posting of the solicitation in fact occurred and takes any necessary action to ensure this was completed.
- If a solicitation is cancelled after being posted, the contract specialist prepares a D&F canceling the solicitation and an amendment to the solicitation, ensures the required approvals, and posts the cancellation notice on the OCP web site.
- F. **Pre-proposal Conference.** The contract specialist works with the agency program staff to plan and schedule any required pre-proposal conference and the contracting officer facilitates the conference. Information on the pre-proposal conference s should be included in the RFP upon its release.
- During the conference the contracting officer collects names and contact information for attendees and notifies the attendees that all questions must be submitted in writing.
  - All questions and answers from the conference are documented and the contracting officer distributes written responses to all offerors through an amendment to the solicitation. This amendment includes any changes in the date and time of submission of proposals and answers to an offeror's questions.
- G. **Solicitation Questions and Amendments.**
- OCP controls this process and functions as the central repository for offeror questions and responses. Responses to an offeror's questions must be provided to all offerors, if the response would affect how any offeror would respond to the solicitation.
  - Agency program staff and the contracting officer prepare responses to questions. The agency tends to handle those questions related to the SOW or services to be provided. OCP addresses those questions directly related to the contracting process. The contract specialist and contracting officer should review the complete set of questions and answers before they are published. Depending on the nature of the questions, the contracting officer must decide whether it is necessary to change the proposal due date.

### 2.4.3 RFP Evaluation Process

- A. **Evaluation Panel.** While the solicitation is being advertised, the contracting officer works with the agency program staff to identify an evaluation panel that will evaluate the proposals. The contracting officer, however, makes the final decision regarding who will participate on the panel.
- ***Composition*** – The evaluation panel should consist of knowledgeable, independent District employees. Subject Matter Experts from other jurisdictions and other parties not involved in the procurement may also be utilized; however, these additional resources may be voting members of the evaluation panel only if the resources are hired by the District for their specific technical expertise and there is no conflict of interest. The panelists should choose a chairperson who will be responsible for completing the evaluation reports.
  - ***Evaluation Instructions*** – Prior to the commencement of the evaluation, the contracting officer should provide the panel with evaluation instructions and worksheets. The worksheets will allow the panelists to note their individual evaluation ratings or scores, significant strengths and weaknesses of each offeror, and any questions that the panelists may have regarding an offeror’s proposal. The evaluation instructions will include the following:
    - Evaluation factors and rating scale from the solicitation;
    - A description of the process including independent technical evaluations, consensus meeting, and price evaluation; and
    - A timetable for the completion of those evaluations and non-disclosure forms and conflict of interest statements
- B. **Evaluation of Technical Proposals.** The evaluation of technical proposals by the panel occurs in two phases:
- ***Independent Evaluations*** – Evaluation panel members independently evaluate technical proposals; and
  - ***Consensus Meeting*** – After completion of the individual evaluations, the panel meets to develop a consensus rating or score for each offeror. The contracting officer should facilitate the consensus meeting. Upon conclusion of the consensus meeting, the panel chairperson prepares a consensus report and submits it to the contracting officer.
- C. **Evaluation of Price Proposals.** Once the evaluation panel submits its consensus technical evaluation report, the contracting officer may distribute the price proposals to the panel. The evaluation panel may assess the price proposals by answering questions such as (but not limited to):
- Are the prices offered consistent with those in previous year’s contracts?
  - Were the prices proposed for new or additional services reasonable?
  - Do the proposed subcontracts seem justified?
  - Are there items of work that should be added or deleted?

The Panel then presents its findings and recommendations report to the contracting officer who also performs an independent review of the proposals. The contract specialist computes the price score based on the formula for price evaluation included in the solicitation.

- D. Score Computations.** The contract specialist computes the total overall score for each offeror including the technical scores assigned by the technical panel, price score, and preference points.
- ***CBE Preference Points*** – The contract specialist reviews the CBE certification information submitted by the offeror and verifies that the offeror is certified by checking the DSLBD website DSLBD ([www.dslbd.dc.gov](http://www.dslbd.dc.gov)) to determine if the offeror should be awarded preference points. If the offeror has claimed preference but does not appear on the DSLBD website, the contract specialist should contact DSLBD to verify certification. The offeror must be certified as of the solicitation closing date to receive preference points.
- E. Contracting Officer’s Independent Assessment.** Notwithstanding the input of an evaluation panel, the contracting officer is ultimately responsible for the evaluation of proposals and for determining the relative merits of competing proposals. The contracting officer must conduct an independent assessment of the proposals and cannot simply adopt the findings of the evaluation panel. Elements of a sound independent assessment include:
- An independent review of technical proposals
  - Conversations with the technical panel’s chairperson regarding the panel’s initial evaluation and findings
  - Reviewing the panel’s final evaluation report
  - Comparing the final evaluation report against the contracting officer’s own review of the technical proposals.

The contracting officer must provide contemporaneous documents of the independent assessment.

#### 2.4.4 Pre-Award Negotiations

- A. Pre-Negotiation Memorandum.** The contracting officer prepares pre-negotiation Business Clearance Memorandum (“BCM”) including discussion questions, and obtains all necessary, approvals in accordance with Business Clearance Review and Approval Matrix. Discussion questions should relate to the significant weaknesses or deficiencies in the offeror’s proposal. The BCM should also include the contracting officer’s recommendation to:
1. Award based on initial offers received,
  2. Conduct negotiations with offerors in the competitive range, or

3. Negotiate with the highest ranked offeror in accordance with *See* D.C. Official Code § 2-354.03(h).

- B. Competitive Range.** If an award cannot be made based on the initial offers received, or negotiations with the highest ranked offeror are not held under D.C. Official Code § 2-354.03(h), the contracting officer must conduct discussions with all offerors considered in the competitive range. The contracting officer determines in writing the competitive range including all offerors who are considered most highly qualified. If all the offerors have been notified in the solicitation of the possibility that the competitive range can be limited for purposes of efficiency, the contracting officer may determine to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals
- C. Procurement Review Committee.** Prior to awarding based on initial offers or conducting negotiations with either the highest ranked offeror or the competitive range, the contracting officer must submit the BCM for any RFP over \$100,000 to the Procurement Review Committee (“PRC”) for review and approval. The contract specialist or the contracting officer may schedule a PRC by contacting the Executive Assistant for the Chief Procurement Officer and submitting the BCM. Once the PRC approves the BCM, the contract specialist may schedule discussion sessions which the contracting officer shall lead.
- D. Best and Final Offer.** After discussions, the contracting officer requests a Best and Final Offer (BAFO). Once BAFOs are received, the evaluation panel evaluates the BAFOs following the same process as described in the previous section. The evaluation panel then submits the BAFO consensus report to the contracting officer.
- E. Score Computations After BAFOs.** The contract specialist again computes the total overall score for each offeror submitting a BAFO, including the BAFO technical scores assigned by the technical panel, price score, and preference points.
- F. Contracting Officer’s Final Independent Assessment.** The contracting officer conducts a final independent assessment, taking into account any changes submitted by offerors in their BAFOs.
- G. Pre-Award Documentation.** The contracting officer prepares the Post-Negotiation BCM and other necessary pre-award documentation, and other necessary pre-award documentation, including
- A D&F for Contractor’s Responsibility; and
  - A D&F for Price Reasonableness.

The contracting officer obtains all necessary approvals in accordance with Business Clearance Review Approval Matrix.

## 2.4.5 Award

If the contract package is less than \$1 million, the contract specialist contacts the contractor to sign the Award/Contract Form. The contract specialist secures the contracting officer's signature on the contract and approval of the associated requisition in PASS. The awarded contract and associated documents are then uploaded to the Contract Module within PASS for publishing and posting on OCP's website.

The contract specialist distributes a copy of the fully executed contract to the: program manager; contract administrator; and contractor. The contract specialist keeps an original of the fully executed contract in the contract file.

The contract specialist enters the procurement action into the PASS contract workspace if over one-hundred-thousand dollars (\$100,000). If the award is over \$1 million, the contract specialist prepares a Council package in accordance with Chapter 2, Section 13, "Preparing a Million Dollar Package."

## 2.5 AWARDING CONTRACTS VIA INVITATION FOR BIDS (IFBs)

### 2.5.1 Planning and CBE Subcontracting Requirements

Like an RFP, open-market procurements by an IFB greater than \$250,000, must include a 35% subcontracting requirement for CBE participation. Discussions with the agency about placing the solicitation in the set aside market or open market with a CBE subcontracting set-aside should happen during the Procurement Planning phase.

### 2.5.2 Preparing the IFB Package

The contracting officer receives the requisition and assigns an IFB to a contract specialist. A Solicitation Number is assigned by using the requisition number generated in PASS. The procurement package is then prepared and should include:

- Scope of Work. The contract specialist reviews the SOW (or specifications and drawings for construction) to ensure that it is:
  1. **Not unduly restrictive** – Brand name or equal descriptions should be used when detailed purchase descriptions are not available. While using the brand name the salient characteristics of the brand name product should be described.
  2. **Not redundant** – There should be no conflicting requirements.

- Independent Government Estimate
- Potential Bidders List
- Any special terms and conditions, definitive qualifications or eligibility requirements
- Bonding Requirement based on risks associated with non-performance and the type of bond(s) that might be required.
- Compliance Checklist
- All applicable justifications
- Approvals following the updated Business Clearance Review Approval Matrix

### 2.5.3 Pre-Award Tasks

- A. **Solicitation Fee.** Determine if there will be a fee for contractors to pick-up a solicitation and supporting documentation. Include that information in the advertising and posting.
- B. **Advertisement.** The solicitation must be advertised on the OCP website, and if the solicitation is over \$250,000, it must also be advertised in a newspaper of general circulation. Typically, IFBs are advertised for 14 days, but the contracting officer can shorten the time frame for advertisement to no less than 3 days, by preparing the D&F for a shortened advertisement period. The contract specialist verifies that the OCP website and the local newspaper posting of the solicitation in fact occurred and takes any necessary action to ensure this was completed.
- The contract specialist forwards the request for advertisement and posting to the OCP solicitation email address at [solicitations.ocp@dc.gov](mailto:solicitations.ocp@dc.gov). The forms are due at least 48 hours in advance of the desired advertisement date to the Customer Contact Center.
  - OPA bid room staff provides an electronic copy to the webmaster for posting on the OCP website.
  - The contract specialist checks the OCP website and the newspaper of general circulation to ensure the IFB is posted on the issue date
- C. **Document Completion.** completes the: The contract specialist *If a*  
*solicitation is cancelled after it has been issued, the contract*  
*specialist must:*  
*1. Prepare a D&F to cancel*  
*2. Secure the required*
- Procurement announcement form;
  - Solicitation submission form; and
  - The solicitation package
- D. **Pre-Bid Conference.** The contracting officer *approvals.*

may conduct a pre-bid conference or site visit if necessary.

The contract specialist works with the program personnel to plan the conference and facilitate the meeting. All questions and answers from the conference are documented and the contracting officer distributes written responses to all offerors through an amendment to the solicitation. This amendment includes any changes in the date and time of submission of proposals and answers to an offeror's questions

- **Solicitation Questions and Amendments.** OCP manages this process and functions as the central repository for contractor questions and responses. Responses to an offeror's questions must be provided to all offerors, if the response would affect how any offeror would respond to the solicitation. Any questions or answers provided by anyone other than the contracting officer are considered informal and not be relied upon by bidders. Bidders who solicit answers from anyone other than the contracting officer risk being eliminated from further participation in the bidding process.
- Agency program staff and the contracting officer prepare responses to questions. The agency tends to handle those questions related to the SOW or services to be provided. OCP addresses those questions directly related to the contracting process.
- The contract specialist and contracting officer should review the complete set of questions and answers before they are published. Depending on the nature of the questions, the contracting officer decides whether it is necessary to change the bid due date.
- Amendments and responses to questions are posted on the OCP internet site and sent to contractors who picked up a copy of the IFB or attended the pre-bid conference.

#### **2.5.4 Awarding an IFB**

- A. **Award Criterion.** The contract specialist tabulates and verifies the bids prior to evaluation. In evaluating the bids, only price or price-related factors included in the solicitation are considered. If the bid provides for multiple line items, each line item must be tabulated.

Prompt payment discounts are not to be considered in the evaluation of the bid. Any discount offered will form a part of the award and the District will take it if payment is made within the discount period specified by the bidder.

As applicable, CBE preferences should be applied to determine the apparent "low, evaluated bidder."

If the bids are tied, the tie should be resolved by the following order of priority:

1. Certified SBE;
2. Any CBE other than an SBE; then

3. If two remain equally eligible, award is made by drawing by lot (limited to those two bidders).

**B. Responsiveness.** The contracting officer should review each bid for responsiveness to the solicitation requirements. This review should include, but not be limited to:

- Did the bidder acknowledge all the addendums?
- Did the bidder take any exceptions to any solicitation provisions? (Delivery, quantity, price, specifications, etc.?)
- If descriptive literature is required, is it included?
- If a bid sample was required, is it included?
- If a bond is required, is it included?

If the answers to any of the above are “no,” the contracting officer determines if the failure to include the information is a minor informality. If so, the contracting officer proceeds. If there are exceptions that render the bid non-responsive, the contracting officer evaluates the next lowest bidder for responsiveness.

The contracting officer may forward the bids and any attachments to the program personnel for technical evaluation and concurrence prior to award.

**C. Fair and Reasonable Price.** The contracting officer must determine that the price of the proposed awardee is fair and reasonable.

**D. Responsibility.** The contracting officer must determine that the proposed awardee is responsible. The contracting officer reviews responsibility data to determine if the proposed awardee can perform the required services or delivering the required goods, has business integrity, and is compliant with District law. The contracting officer may go to the proposed awardee’s office or job site to inspect facilities or conduct a preaward survey. Required compliance documents include:

- EEO approval from the Office of Human Rights;
- Tax compliance verifications from the Clean Hands Database; and
- First Source Employment Agreement approval from DOES.

**E. Pre-award Documentation.** The contracting officer prepares the Business Clearance Memorandum for Competitive Sealed Bidding and other pre--award documentation, such as:

- The D&F for Contractor’s Responsibility;
- The D&F for Price Reasonableness;
- If the award is not to the low bidder, a D&F to award to other than the low bidder; and
- If award is greater than \$1 million, the contracting officer prepares the Council package in accordance with chapter 2, section 13, Preparing a Million Dollar Council Package.

## 2.6 ISSUE DELIVERY ORDERS OR TASK ORDERS

The procedures outlined below are used when buying from an existing Indefinite Delivery Indefinite Quantity (“IDIQ”) contract. Specific procedures for construction-related task orders are provided separately. These procedures also apply to purchases from the DCSS. Particular contracts may have further prescribed ordering procedures, so the contracting officer should always check the ordering procedures specified in the contract and comply with them.

- A. **Assembly of Procurement Package.** The contracting officer receives the procurement package and assigns it to a contract specialist. The procurement package should include:
- A SOW;
  - An Independent Government Estimate;
  - A requisition in PASS (pre-encumbered funds);
  - Evaluation factors if the task or delivery order is not being awarded on the basis of lowest price; and
  - A list of potential offerors.

The contract specialist prepares D&Fs if required and obtains required approvals.

- B. **Developing a Request for Quotes.** The contract specialist prepares requests for quotes (RFQ) for supplies or task order proposals (RFTOP) for services. The RFQ or RFTOP should indicate the basis for award, *i.e.*, lowest price or award based on the evaluation factors identified in the RFTOP. The contract specialist obtains supervisory review of the RFQ or RFTOP in accordance with the Business Clearance Review and Approval Matrix.
- C. **Milestone Plan.** The contracting officer develops a milestone schedule for the procurement based on the “Need Date” specified by the program office and coordinates the schedule with the program personnel.
- D. **Issuance of Solicitation.** The contracting officer issues a Request for Delivery Order or Task Order Proposals.
- E. **Supply Schedule Procurements.**
- ***DC Supply Schedule*** – If the requirement is to be procured through a DC Supply Schedule, the contracting officer follows the procedures outlined in the (DCSS Terms and Conditions Section 4, ordering procedures found on the OCP intranet. A minimum of three quotes is required for any DCSS order over \$5,000.
  - ***Federal Supply Schedule*** – If the requirement is to be met through a Federal Supply Schedule (FSS), the contracting officer should follow the Basic Schedule

Ordering Guidelines (www.gsa.gov). Generally three quotes are required. Other government-wide acquisition contracts (GWACs) may be available for use.

- F. **Evaluation.** If the RFTOP includes evaluation factors, the contracting officer should generally follow procedures outlined for RFPs in Chapter 2 of this Manual.
- G. **Executing the Task Order.** The contract specialist obtains the contractor's signature on a proposed task order or delivery order. Once executed, the contract specialist also has the following responsibilities:
- To confirm that the task or delivery order, when added to existing task or delivery orders, remains within the contract ceiling and secures the contracting officer's signature.
  - To distribute a copy of the fully executed contract to the program manager and contractor.
  - To keep the original copy in the contract file.

## 2.7 [RESERVED]

## 2.8 ORDERING ARCHITECTURAL AND ENGINEERING SERVICES FROM AN EXISTING IDIQ CONTRACT

- A. **Requisition.** The contracting officer receives the requisition in PASS (or through the agency's automated requisitioning system) and assigns to the appropriate contract specialist. The requisition should have the following items attached electronically (except for those design documents that are too large to scan):
- An SOW
  - An Independent Government Estimate
  - A requisition in PASS (pre-encumbered funds) (or through the agency's automated requisitioning system)
  - Evaluation factors
  - A list of potential offerors in the A/E category for which they were found to be most highly qualified and in which they received an IDIQ contract.
- B. **Preparation of the Request for Task Order Proposals.** The contract specialist prepares the Request for Task Order Proposals (RFTOP). The contract specialist then:
- Reviews and finalizes the SOW;
  - Clarifies any questions with the program office;

- The contract specialist confirms that adequate funding remains on the contracts of the contractors the agency has requested. Since A/E IDIQs have fixed ceilings, this remaining funding is referred to as “cap space.”
- C. Submittal of the Request for Task Order Proposals.** The contracting officer sends RFTOPs to identified contractors under the IDIQ. Contractor opportunities to respond to a RFTOP are rotated so that each IDIQ holder may eventually receive a RFTOP.
- D. Receipt and Review of Proposals.**
1. The contract specialist receives and review proposals for acceptability under the RFTOP, and forwards the proposals to the program for technical evaluation.
  2. OCP also reviews the proposal terms for compliance with the IDIQ contract, such as the rates being the same as (or better than) those used in the original award.
  3. Agency program personnel review the responses to the RFTOP and evaluate, score, and rank proposal in descending order from highest ranked to lowest. The program office submits a report of its findings to the OCP contracting officer.
- E. Evaluation and Award.**
1. OCP manages any negotiations between the agency and the highest ranked consultant about the work to be performed, reasonableness of labor-hours and the final price.
  2. The contract specialist prepares the task order package with input from the program personnel.
  3. The contract specialist follows guidelines outlined in updated Business Clearance Approval Matrix.
  4. The contracting officer explains any differences between the IGE and the negotiated price in the record of negotiation.
    - If the task order is for more than \$1 million, go to Chapter 2, Section 13 of this Manual, *Prepare and Process a Million Dollar Package* (unless the matter was included in the Council-approved Plan of Contracts, or the task order is within a Council-approved contract ceiling).
    - If the task order is for less than \$1 million, go to Chapter 2, Section 14 of this Manual, *Making an Award* for guidelines to issue the task order.

## 2.9

## CREATING A HUMAN CARE AGREEMENT

A Human Care Agreement (HCA) may be used for the procurement of education, special education, health, human, or social services, to be provided directly to individuals who have disabilities or are disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District. This section outlines the process by which HCAs are executed by the District.

## 2.9.1 Requisition and Statement of Work

The requesting agency develops and provides to the contracting officer the SOW of the actual services that must be performed, including an identification of the minimum provider qualifications and a description of any unique qualifications necessary to provide the services.

**A. Receipt of Requisition.** The contracting officer receives requisition through PASS, including the SOW, and assigns it to a contract specialist through PASS. The procurement package shall at a minimum include:

- An SOW which shall demonstrate that the services are for individuals who have disabilities, or are disadvantaged, displaced, elderly indigent, mentally ill, physically ill, unemployed or minors in the custody of the District of Columbia, who need education or special education, health, human or social services;
- Justification of an IGE and other benchmark rates;
- A list of potential prospective providers with current points of contact, phone numbers, email addresses, etc.;
- Minimum required qualifications (these qualifications must be authentic and carefully considered);
- Any special or additional known required qualifications, which must be included in the RFQ solicitation;
- An estimated annual dollar value for the services to be procured in the Human Care Agreement for each contract year. The dollar value should align with the IGE and should represent an actual need based upon the requirements established by the program office;
- If a rate has been pre-established, by law or regulation, a description of the rate structure, unit cost, and hourly rate for the services to be procured through the mechanism of a Human Care Agreement; and
- The name of the Contract Administrator for the HCA.

**B. Determination & Findings.** The contract specialist will prepare and secure approval of a written D&F for use of a Human Care Agreement procurement method ensuring that it is the appropriate method for obtaining the required services. If the D&F is conditionally approved, the contract specialist must make all necessary changes and resubmit for approval before issuing the RFQ.

## 2.9.2 Request for Qualification Solicitation Process

The contracting officer or designee will conduct the following procedures and prepare a RFQ solicitation by:

1. Developing a milestone schedule for the procurement;
2. Inputting data provided by the program office in standard RFQ template and continuing to work with program manager to finalize the RFQ;

*Important Note:*

*The human care agreement is not a commitment to purchase any quantity of a particular service covered under the human care agreement. The*

*District is obligated only to the extent that authorized purchases are made against a human care agreement pursuant to a human care agreement task order/purchase order.*

3. Ensuring that the cover page of the RFQ contains relevant information, such as response date, time, and place of delivery and other relevant information; and
4. Including the following statements in each RFQ.

When in compliance with 27 D.C.M.R. §§ 1905–1908 of Title this shall constitute a competitive procedure for the procurement of human care services.

### 2.9.3 Advertising RFQ Solicitation

The contracting officer shall publish the RFQ solicitation of general requirements for human care services on the OCP website. The contracting officer must follow the procedures below:

- The contract specialist completes a procurement announcement form, solicitation submission form and the solicitation package, and forwards the request for advertisement and posting to the Customer Contact Center (“CCC”). CCC needs 48hour notice for advertisement.
- Generally, an HCA is advertised for 10 days, although the contracting officer may determine that a longer or shorter period is appropriate.
- If a solicitation is cancelled after it has been issued, the contracting officer or designee prepares a D&F to cancel the solicitation and amend the solicitation, after securing the required approvals.
- The contracting officer or designee shall issue Amendments to the RFQ (if required). The contract specialist forwards any amendments, including an amendment cancelling the solicitation, to the OCP Solicitation e-mail ([solicitations.ocp@dc.gov](mailto:solicitations.ocp@dc.gov)) for posting on the OCP website.

### 2.9.4 Technical Evaluation Panel

The contracting officer shall establish a technical evaluation panel and a Chairperson for each RFQ solicitation. The technical evaluation panel may be established while waiting for responses from prospective offerors or before the issuance of the solicitation

Prior to the submission of a Contractor Qualifications Record (CQR), OCP Form 1900 in response to the solicitation, the contracting officer or designee must conduct a technical orientation to the members of the technical evaluation panel. The technical evaluation panel shall receive an evaluation toolkit for technical evaluation. The chairperson shall lead the panel and prepare a final

written report of the results of the panel's findings and recommendations. The panel shall be composed of program personnel or individuals who possess considerable knowledge of the services requested in the RFQ to assist in reviewing and considering the qualifications of a prospective human care contractor. An individual from the program office shall be the chairperson of the technical panel.

## **2.9.5 Evaluating Responses**

- A. **Receipt of Contractor Qualifications Record.** The prospective service provider shall submit a written and signed CQR, OCP Form 1900, and if requested, the service provider's service plan.
- B. **Determine Qualifications.** Upon completion of and return of the CQR by the prospective contractor to the contracting officer, the contracting officer and technical evaluation panel shall review and determine the qualifications of each prospective human care contractor in accordance with the requirements for each human care service area stipulated in the RFQ solicitation that was advertised or otherwise publicly announced
- C. **Independent Assessment.** The contracting officer shall perform an independent assessment of each potential service provider's CQR after reviewing the panel's evaluation results and recommendations to determine qualification.

## **2.9.6 Contracting Officer's Responsibility Determination**

The contracting officer shall determine in writing that each service provider's qualifications and capability to providing the required services is based on the contracting officer's independent assessment of each potential service provider's CQR, taking into consideration the technical evaluation panel's technical evaluation results and recommendations. The contracting officer shall certify by a D&F that one of the following applies:

- If a prospective service provider is determined ***not qualified***, the contracting officer shall prepare a D&F of Non-responsibility stating that the prospective service provider does not meet all of the certification criteria in accordance with Title 27 D.C.M.R. § 1905.4.
- The contracting officer or designee shall notify, in writing, any prospective service provider of the contracting officer's determination of professional or financial nonresponsibility.

- The contracting officer may permit a prospective service provider to cure a status of non-responsibility.
- If a prospective service provider is determined ***qualified***, the contracting officer shall certify by a D&F of Responsibility in accordance with Title 27 D.C.M.R. § 1905.4 the financial and professional responsibility of each prospective service provider based on the criteria in the CQR.

## **2.9.7 Price Negotiation and Discussions**

After pre-qualification of the service providers' capability to provide the required services, the contracting officer or designee may conduct discussions with all qualified services providers, and negotiate cost on a unit rate or fee for each service, or group of services, by the potential service provider using benchmarks and quantifiable measurements that are uniformly applied, including but not limited to, each service provider's cost data attributable to provision of the services, and consideration of each service provider's maximum customer capacity.

- If negotiations are held, the contracting officer or designee should negotiate or discussions with all qualified, prospective service providers.
- The contract specialist schedules negotiation and discussion sessions.
- The contracting officer leads negotiation and discussion sessions and includes the agency program personnel to accommodate technical or programmatic issues.

***Note: Negotiations need not be held when rates are regulated by District statute or law, or federal regulations.***

Upon the conclusion of the discussions and price negotiations, the contracting officer shall request a BAFO from each qualified service provider.

- The BAFO must be clearly marked as "Best and Final Offer," dated and include the solicitation number.
- BAFO's can be submitted by regular mail, e-mail or fax with the appropriate signatures
- The BAFO request must ask each prospective service provider to address any issues raised during the discussions, and to provide the final rates resulting from the price negotiations with the proposed service provider, delineating pricing for each service line item described in the RFQ that the service provider intends to provide to the District,

## **2.9.8 Award of a Human Care Agreement**

- A. **Basis of Award.** A human care agreement may be awarded to one or more service providers to satisfy all or part of the District's anticipated requirements, based on:

1. The contracting officer’s determination that the contract is in the best interest of the District consideration of the service provider’s qualifications; 2. A service provider’s capability of providing the service, and 3. Judgment that the price is reasonable.
- B. Required Documents and Format.** Prior to execution of the human care agreement, the contracting officer shall ensure that the final agreement is in the uniform contract format using OCP Form 1901, the Human Care Agreement template, and incorporates the following documentation:
1. Service provider’s final rate schedule;
  2. Standard Contract Provisions;
  3. Current Wage Determination,
  4. Compliance documents, and
  5. The language required by D.C. Official Code § 2-354.07(h)(2).
- C. Determination and Findings.** The contract specialist prepares a D&F reflecting that the price is fair and reasonable.
- D. Post-Negotiation Memorandum.** The contract specialist prepares post-negotiation memorandum and obtains all necessary approvals in accordance with Business Clearance Review and Approval Procedures.
- E. Executing the Human Care Agreement.**
1. The contract specialist obtains service provider’s signature on proposed Human Care Agreement.
  2. The contract specialist shall assign a number to each human care agreement that is executed.
  3. The contracting officer countersigns.
  4. The contract specialist distributes copies of the fully executed human care agreement to the program manager and service provider. The original copy of the human care agreement is maintained in a contract file.
  5. The contracting officer shall ensure that the HCA is published in the Contracts Module of PASS and that a notice of award is posted on the OCP website.

If under \$1 million dollars  
go to Chapter 2, Section 14  
of this Manual “Making an  
Award.”

If over  
go to Chapter 2, Section 13  
of this Manual “Preparing  
a Million’

### 2.9.9 Retention of Qualification Statements

The contracting officer or designee shall retain statements of qualifications for approved service providers and consider those service providers who have been deemed qualified for award of human care agreements for a period of three (3) years, following pre-qualification of the service providers, in accordance with the requirements

## 2.10 CREATING AN EMERGENCY CONTRACT

### 2.10.1 Requirements and Limitations on Emergency Contracts

- A. **When an Emergency Contract is Appropriate.** An emergency contract may be awarded:
  - (i) When there is an imminent threat to the public health, welfare, property, or safety; or
  - (ii) To prevent or minimize serious disruption in agency operations.
- B. **Competition.** The contracting officer must conduct the emergency procurement with as much competition as is practicable under the circumstances, based on the judgment determination of the contracting officer.
- C. **Advertising.** Emergency procurements are exempt from the advertising requirements of 27 D.C.M.R. § 1301.
- D. **Term.** The term of an emergency contract cannot exceed 90 days; however, if the time for development of the good or service exceeds 90 days, the term may be for a period not to exceed 120 days.
- E. **Type of Goods or Services.** An emergency procurement should be limited to only those goods or services necessary to meet the emergency.
- F. **Modifications.** A contract procured on an emergency basis shall not be modified to expand the scope or extend the time of the procurement unless a limited number of additional goods or services are needed to fill an on-going emergency requirement until regular procurement action procedures can be completed.
- F. **Determination & Findings.** In order to use emergency procurement authority, the contracting officer must make a D&F in accordance with the requirements of 27 D.C.M.R. § 1702.2.
  - Generally, the D&F to support the emergency must be prepared at the beginning of the process.

- The contract specialist initially prepares the D&F for the emergency procurement.
- The contract specialist then forwards the D&F to the contracting officer for review and approval. The contracting officer must ensure that the D&F contains all the required information and the emergency is justified.

## **2.10.2 Procedures for Creating an Emergency Contract**

The procedures for emergency procurements differ based on whether the need occurs during the agency's normal business hours.

- A. During Normal Business Hours.** During normal agency business hours, the program agency director shall notify the contracting officer of the emergency and shall provide the following information:
- The nature of the emergency;
  - The estimated cost of the service or goods required;
  - The vendor recommended to receive the order, or if sufficient time for limited competition, vendors capable of providing the goods or services; and
  - A requisition submitted via PASS.

The requestor shall take special care in ensuring the emergency service is completed promptly and accurately. Any problems should be reported to the contracting officer promptly.

- B. Outside of Normal Business Hours.** If an emergency purchase must be made during other than normal business hours, the program requestor shall contact the agency director who in turn will contact the contracting officer or CPO.

The requestor shall take special care in ensuring the emergency service is completed promptly and accurately. Any problems should be reported to the contracting officer promptly.

## **2.10.3 Oral Orders**

Notwithstanding the above procedures, the contracting officer may issue oral orders or notices to proceed for emergency goods or services, so long as the contracting officer reduces the oral order to writing within three business days after issuance and funding for the goods or services is certified by the appropriate fiscal officer.

## 2.11 SECURING APPROVAL OF MILLION DOLLAR AND MULTIYEAR CONTRACT COUNCIL PACKAGES

All contract actions exceeding \$1 million, and multiyear contracts funded with annual funds regardless of dollar amount, must receive approval from the Council of the District of Columbia. The procedures outlined below describe tasks for the following agencies to complete:

- OCP;
- Office of the Attorney General (OAG);
- Executive Office of the Mayor (EOM); and
- Office of Policy and Legislative Affairs.

### **2.11.1 Council Package Templates**

The contracting officer shall select the appropriate Council Contract Summary template for the package from among the following templates:

- Standard
- Option Year Exercise (Without Material Change)
- Sole Source
- Letter Contract or Emergency
- Retroactive

The templates are included in Appendix 2-A. The below chart provides guidance on the use of the templates for Council Packages:

#### **OCP Council Summary Template Guidance**

<b>Summary Template</b>	<b>Contract Types</b>	<b>Attachments</b>
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<p><b>Standard Contract</b></p>	<ul style="list-style-type: none"> <li>• Multiyear</li> <li>• Option Exercise where there are material changes</li> <li>• New contract with one-year base (10-day passive)</li> </ul>	<ul style="list-style-type: none"> <li>• Council Summary</li> <li>• Contract</li> <li>• Clean Hands Certification (dated within 90 days)</li> <li>• Legal Sufficiency</li> <li>• Funding Certification (dated within 90 days)</li> <li>• Legislation (as required)</li> <li>• Transmittal Letter</li> <li>• Agency Approval Request Form</li> </ul>
<p><b>Option Year Exercise (without material change)</b></p>	<ul style="list-style-type: none"> <li>• Option Year Exercises</li> </ul>	<ul style="list-style-type: none"> <li>• Council Summary</li> <li>• Transmittal Letter</li> <li>• Funding Certification (dated within 90 days)</li> <li>• Copy of modification that requires approval</li> <li>• Clean Hands Certification (dated within 90 days)</li> <li>• Agency Approval Request Form .</li> </ul>
<p><b>Sole Source</b></p>	<ul style="list-style-type: none"> <li>• Sole Source Contracts</li> </ul>	<ul style="list-style-type: none"> <li>• Council Summary</li> <li>• Contract</li> <li>• Clean Hands Certification (dated within 90 days)</li> <li>• Legal Sufficiency</li> <li>• Funding Certification(dated within 90 days)</li> <li>• Legislation (as required)</li> <li>• Transmittal Letter</li> <li>• Agency Approval Request Form</li> </ul>

<p><b>Letter Contract or Emergency Contract</b></p>	<ul style="list-style-type: none"> <li>• Letter Contracts</li> <li>• • Definitized contracts</li> <li>• Emergency Contracts</li> </ul>	<ul style="list-style-type: none"> <li>• • • • Copy of letter contract</li> <li>• Copy of definitized contract</li> <li>• Council Summary</li> <li>• Clean Hands Certification (dated within 90 days) Legal Sufficiency</li> <li>• Funding Certification (dated within 90 days)</li> <li>• Legislation (as required)</li> <li>• Agency Approval Request Form</li> </ul>
<p><b>Retroactive</b></p>	<ul style="list-style-type: none"> <li>• All retroactive contracts</li> </ul>	<ul style="list-style-type: none"> <li>• Contract</li> <li>• • • Council Summary</li> <li>• Legal Sufficiency</li> <li>• Legislation</li> <li>• Clean Hands certification (dated within 90 days)</li> <li>• Funding certification (dated within 90 days)</li> <li>• Transmittal Letter</li> <li>• Agency Approval Request Form</li> </ul>

### 2.11.2 Council Submission Process

The contract specialist and contracting officer shall prepare a package in accordance with the following:

#### Required Contents of Multiyear Contract Council Packages

<p>Official Council Package</p>	<p>Additional Documents For OAG Legal Sufficiency Review (Separate from Official Council Package)</p>
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<ol style="list-style-type: none"> <li>1. Memorandum to Robert Schildkraut from the Chief Procurement Officer (do not date the memo; include a “DATE” line in the heading before the “SUBJECT” line)</li> <li>2. The Council Contract Summary</li> <li>3. Clean Hands Certification (dated within 90 days)</li> <li>4. Funding Certification</li> <li>5. Transmittal Letter to Council Chairman Phil Mendelson</li> <li>6. OAG Legal Sufficiency Memo</li> <li>7. Memo to the file responding to OAG Legal Sufficiency Memo (if needed)</li> <li>8. Legislation and Emergency Resolution (if the action is retroactive, or multiyear)</li> <li>9. Proposed contract (signed by the contractor) and modification; or if it is a proposed option exercise, the proposed contract modification</li> </ol>	<ol style="list-style-type: none"> <li>1. Business Clearance Memorandum and attachments/exhibits</li> <li>2. First Source Agreement</li> <li>3. Affirmatives Action Program Approval</li> <li>4. If a new award: <ul style="list-style-type: none"> <li>• Any incorporated documents and attachments to the proposed contract</li> <li>• Solicitation and amendments</li> <li>• Newspaper advertisements</li> <li>• Proposal and Best and Final Offer of Proposed Awardee</li> <li>• Evaluation documentation</li> </ul> </li> <li>5. If it is an option exercise: <ul style="list-style-type: none"> <li>• Notice of Intent to Exercise Option</li> <li>• Copy of Option Clause in the contract</li> </ul> </li> <li>6. Excluded Parties List</li> <li>7. Responsibility Determination and Finding</li> <li>8. Any other relevant documents</li> </ol>
<p><b>Note: The Council <u>does not</u> return Contract Packages to OCP</b>  <b><u>Do not send any originals</u></b></p>	

The contracting officer must submit the package to the relevant Chief Contracting Officer (CCO) for review and approval prior to submitting the package to the Deputy Chief Procurement Officer (DCPO) for review and approval.

If approved, the DCPO submits the package to the Procurement Section of the Office of the Attorney General (OAG) for a legal sufficiency review. However, if the package is an option exercise without any material changes, the DCPO submits the option package directly to the FOIA Specialist for entry into the (Intranet Quorum (IQ) system. The FOIA Specialist will request the contracting officer or the contract specialist to provide soft copies of the documents in the Council Contract Package.

The steps for processing of the package and the timeframes are described in the following chart:

**Million Dollar and Multiyear Contract Council Approval  
Process and Timelines**

**Official Council Package**

- OCP approves the contract.
- OCP forwards the approved contract to the Procurement Section of the Office of the Attorney General (OAG) for legal sufficiency review.
- The following documentation is submitted into the Intranet Quorum System (IQ System) that electronically delivers documentation to the Office of the City Administrator (OCA) and Mayor's Office of Policy and Legislative Affairs (OPLA). A hard copy is also provided to the Mayor's Office of Legislative Support:
  1. Agency Approval Request Form
  2. Council Contract Summary
  3. Transmittal letter to Council Chairman
  4. Funding certification
  5. OAG legal sufficiency memo
  6. Clean Hands Certification (dated within 90 days)
  7. Multiyear contracts, tipping contracts, and retroactive approvals require legislation; 10-day passive approval contracts do not require legislation.
- The IQ approval process takes 10 business days.
- The Office of the General Counsel, Office of the Senior Advisor, the relevant Deputy Mayor, Office of Policy and Legislative Affairs, and the Office of the City Administrator all conduct simultaneous reviews.
- The Mayor's Chief of Staff has final approval before OPLA reviews and prepares package for submission to the Office of the Secretary for the Mayor's signature.
- Once the Mayor signs the package, OPLA physically delivers the contract package to the Secretary of the Council (generally on the same day). The Council Secretary's office will time stamp the contract immediately once it is received and then will take 24 to 48 hours to review, log, copy, and circulate to the Members. This process takes longer if there is legislation in the package.
- 10-day passive approval contracts will get logged and begin the 10-day period on the next business day.
- The Council approves or disapproves the contract as follows:
  - *For Multiyear Contracts*— A proposed multiyear contract funded with annual appropriations is deemed disapproved unless the Council adopts a resolution approving the multiyear contract within forty-five (45) business days of receipt by the Secretary of the Council.
  - *For Contracts in Excess of One Million Dollars*— A proposed contract with a value of one million dollars or greater in a 12-month period is deemed approved on the 10th calendar day of review if no notice to disapprove resolution is introduced the contract during those ten (10) days. If a notice to disapprove resolution is introduced, this extends the review period from ten (10) to forty-five (45) calendar days. On the forty-fifth (45th) day of review, the contract is deemed approved if Council has not acted on the disapproval resolution.
- The approval or disapproval letter is prepared by the Council's Office of the Legislative Services.

- The status of the Council’s actions is available on the Legislative Information Management system (LIMS). The deemed approved date will be posted on LIMS once the contract is uploaded. If a disapproval resolution is filed on a contract, the disapproval resolution and fortyfive (45) day deemed approved date will be posted as well.

### 2.11.3 Active versus Passive Council Approval

The Council Contract Approval Requirements in the below chart, describes each type of proposed contract action and whether the action requires passive or active approval by the Council. Active Council approval only occurs at a Council legislative session.

**Council Approval Requirements by Type of Contracting Action**

Proposed Contract Action	Active or Passive	Act or Resolution	Deemed Approved or Disapproved; or Enacted	2/3 Vote Required
Base contract over \$1 million approved by Council and subsequent mod(s) plus proposed mod cause change in contract greater than \$1 million	Active	Act	Enacted	No
Capital-funded contract over \$1 million with term up to 5 years	Passive	n/a	10 days – deemed approved or 45-days with resolution	No
Capital-funded contract over \$1 million with a term of more than 5 years	Active	Yes	Enacted	Yes
Proposed Contract Action	Active or Passive	Legislation	Deemed Approved or Disapproved; or Enacted	2/3 Vote Required
Base 1 Year Contract over \$1 million	Passive	No	10 days – deemed approved or 45-days if notice of disapproval resolution is filed	No
Exercise 1 year option over \$1 million	Passive	No	10 days – deemed approved or 45-days if notice of disapproval resolution is filed	No

Exercise remaining option after partial exercise of option	Active	Yes	Enacted	No
Base 1 year Contract with prior Letter Contract	Passive	No	10 days – deemed approved or 45-days if notice of disapproval resolution is filed	No
Multiyear contract only funded w/ annual funds	Active	Yes	45 days - deemed disapproved unless notice of disapproval resolution is filed	No
Multiyear contract with prior Letter Contract	Active	Yes	Enacted	No
Base contract over \$1 million already approved by Council and proposed mod exceeds \$1million (no intervening modifications have increased contract value)	Passive	n/a	10 days – deemed approved or 45-days if notice of disapproval resolution is filed	No

## 2.12 MAKING AN AWARD

### 2.12.1 Procurements under the Small Purchase Threshold

If the procurement is under the small purchase threshold, a Purchase Order (PO) is automatically generated when the contracting officer approves the requisition in PASS. PASS will automatically transmit the PO to the supplier, unless the contractor is set-up to receive POs via mail, in which case the contract specialist should mail a copy to the supplier.

### 2.12.2 Procurements over the Small Purchase Threshold

If the procurement is over the small purchase threshold, the contracting officer executes the contract in addition to the PO (which serves as a funding document only), and the contract specialist:

- A. distributes copies of the executed contract and PO By fax or mail to the successful offeror or bidder;

- B. attaches a copy of the contract to the PO in PASS so that the OCFO and the agency have access to a copy of the contract; and
- C. Prepares and sends notice of award to successful party and notice of non-award to unsuccessful parties

The contracting officer must publish all contracts in the Contracts Module of PASS, regardless of whether the procurement was conducted using the E-Sourcing Module. Notice of award for all procurements over \$100,000 and the contract itself must be posted on the OCP website.

The contracting officer should be prepared to debrief unsuccessful offerors.

Contract files should be arranged in accordance with the prescribed guidelines for contract file preparation guidelines as described in Chapter 5 of this Manual.

## APPENDIX 2–A COUNCIL SUMMARY TEMPLATES

### **The Following Templates are included in Appendix 2–A:**

**App’x 2.A.1 – Council Summary for the Review of Standard or Multiyear Contracts**

**App’x 2.A.2 – Council Summary for the Review of an Exercise of an Options Year**

**App’x 2.A.3 – Council Summary for the Review of Sole Source Contracts**

**App’x 2.A.4 – Council Summary for the Review of Letter Contracts or Emergency Contracts**

**App’x 2.A.5 – Council Summary for the Review of Retroactive Contract Actions**

**App’x 2.A.1**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**  
(STANDARD AND MULTIYEAR)

**(A) Contract Number:**

**Proposed Contractor:**

**Contract Amount:**       \$

**Unit and Method of Compensation:**

**Term of Contract:**

**Type of Contract:**

**Source Selection Method:**

**(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:**       \$

**Option Period 1 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 2 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 3 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 4 Amount: \$**

**Explanation of difference from base period (if applicable):**

- (C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**
- (D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**
- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**
- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**
- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**
- (H) Performance standards and the expected outcome of the proposed contract:**
- (I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**
- (J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**
- (K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**
- (L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District;**

or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

- (M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:
- (N) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:
- (O) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:
- (P) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:
- (Q) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):
- (R) Where the contract, and any amendments or modifications, if executed, will be made available online:
- (S) Where the original solicitation, and any amendments or modifications, will be made available online:

App'x 2.A.2

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of Contracting and Procurement**



Pursuant to section 202(c-3) of the Procurement Practices Reform Act of 2010, as amended, D.C.

**Official Code § 2-352.02(c-3), the following contract summary is provided:**

**COUNCIL CONTRACT SUMMARY**

(Options)

**(A) Contract Number:**

**Proposed Contractor:**

**Contract Amount (Option Amount): \$**

**Term of Contract:**

**Type of Contract:**

**(B) Identifying number of the underlying contract, including the identifiers assigned to the underlying contract by the Council for the base period and any subsequent option periods:**

**(C) A statement that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

**(D) A statement that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

**App'x 2.A.3**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**

(Sole Source)

**(A) Contract Number:**

**Proposed Contractor:**

**Contract Amount:**        \$

**Unit and Method of Compensation:**

**Term of Contract:**

**Type of Contract:**

**Source Selection Method:**        **Sole Source**

**(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:**        \$

**Option Period 1 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 2 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 3 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 4 Amount:** \$

**Explanation of difference from base period (if applicable):**

**(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

- (D) The date on which a competitive procurement for these goods or services was last conducted, the date of the resulting award, and a detailed explanation of why a competitive procurement is not feasible:**
- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**
- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**
- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**
- (H) Performance standards and the expected outcome of the proposed contract:**
- (I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**
- (J) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**
- (K) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**
- (L) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**
- (M) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

- (N) **The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**
- (O) **Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**
- (P) **A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**
- (Q) **Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**
- (R) **Where the contract, and any amendments or modifications, if executed, will be made available online:**
- (S) **Where the original solicitation, and any amendments or modifications, will be made available online:**

App’x 2.A.4

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



**Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:**

**COUNCIL CONTRACT SUMMARY**  
(Letter Contract or Emergency Contract)

**(A) Contract Number:**

**Proposed Contractor:**

**Contract Amount:       \$**

**Unit and Method of Compensation:**

**Term of Contract:**

**Type of Contract:**

**Source Selection Method:**

**(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:       \$**

**Option Period 1 Amount: \$**

**Explanation of difference from base period (if applicable):**

**Option Period 2 Amount: \$**

**Explanation of difference from base period (if applicable):**

**Option Period 3 Amount: \$**

**Explanation of difference from base period (if applicable):**

**Option Period 4 Amount: \$**

**Explanation of difference from base period (if applicable):**

**(C) The date on which the letter contract or emergency contract was executed:**

**(D) The number of times the letter contract or emergency contract has been extended:**

**(E) The value of the goods and services provided to date under the letter contract or emergency contract, including under each extension of the letter contract or emergency contract:**

**(F) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**

**(G) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

- (H) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**
- (I) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**
- (J) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**
- (K) Performance standards and the expected outcome of the proposed contract:**
- (L) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**
- (M) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**
- (N) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**
- (O) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**
- (P) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**
- (Q) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

- (R) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**
- (S) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**
- (T) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**
- (U) Where the contract, and any amendments or modifications, if executed, will be made available online:**
- (V) Where the original solicitation, and any amendments or modifications, will be made available online:**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement**



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**  
(Retroactive)

**(A) Contract Number:**

**Proposed Contractor:**

**Contract Amount:**        \$

**Unit and Method of Compensation:**

**Term of Contract:**

**Type of Contract:**

**Source Selection Method:**

**(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**

**Base Period Amount:**        \$

**Option Period 1 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 2 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 3 Amount:** \$

**Explanation of difference from base period (if applicable):**

**Option Period 4 Amount: \$**

**Explanation of difference from base period (if applicable):**

- (C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:**
- (D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**
- (E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**
- (F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:**
- (G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:**
- (H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:**
- (I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:**
- (J) The date on which the contracting officer was notified of the proposed change:**
- (K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:**
- (L) The reason for the proposed change:**
- (M) The legal, regulatory, or contractual authority for the proposed change:**

- (N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* (“Act”), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**
- (O) Performance standards and the expected outcome of the proposed contract:**
- (P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**
- (Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**
- (R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:**
- (S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**
- (T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**
- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**
- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**
- (W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

- (X) Any determination and findings issues relating to the contract’s formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**
  
- (Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**
  
- (Z) Where the original solicitation, and any amendments or modifications, will be made available online:**

APPENDIX 2–B  
OVERVIEW OF CHANGES TO THE COUNCIL  
SUMMARY TEMPLATES

The Procurement Integrity, Transparency, and Accountability Amendment Act of 2015, effective October 8, 2016 (D.C. Law 21-158; D.C. Official Code § 2-351 *et seq.*) (PITAAA) changed the information that is required to be contained in Council Package Summaries. The following provides an overview on the changes broken down by contract type.

Template	Changes by Section
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<p>Standard Contract Summary Template</p>	<p><b><u>NEW in Section A: General information about the contract</u></b></p> <ul style="list-style-type: none"><li>• Source Selection Method should be one of the following: IFB, RFP, Sole Source, or Cooperative Agreement, GSA Schedule, Competition Exemption, Human Care Agreement, Architect-Engineer</li></ul> <p><b><u>NEW Section B: Contract Amounts</u></b></p> <ul style="list-style-type: none"><li>• Should be clear and concise explanation (<i>e.g.</i>, increase for cost of living)</li></ul> <p><b><u>NEW in Section D: Selection process</u></b></p> <ul style="list-style-type: none"><li>• Past Performance Components should be brief but comprehensive</li></ul> <p><b><u>NEW Section E: Describe any protest related to the award of the contract</u></b></p> <ul style="list-style-type: none"><li>• Brief but comprehensive. For any pending protests, include only the protestor’s name, protest number, and a general statement of the grounds of the protest, <i>e.g.</i>, the protest challenges the evaluation process.</li></ul> <p><b><u>NEW Section F: Background and qualifications of proposed contractor</u></b></p> <ul style="list-style-type: none"><li>• Should describe similar contracts where the contractor has satisfactory performance, in addition to the other information requested</li></ul> <p><b><u>NEW Section G: Summary of the subcontracting plan</u></b></p> <ul style="list-style-type: none"><li>• Simple, straightforward statement. NO DETAILS ○ The contracting officer determined that the</li></ul>
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	<p>company has a subcontracting plan that meets the 35% requirement; OR</p> <ul style="list-style-type: none"> <li>○ There is a subcontracting waiver in place</li> <li>○ State the dollar volume of the portion of the contract to be subcontracted in total dollars and as a percentage of the total contract amount</li> </ul> <p><b><u>NEW Section I: Expenditure of funds by the District</u></b></p> <p><b><u>NEW Section L: Tax Certification (District)</u></b></p> <ul style="list-style-type: none"> <li>• Printout from Clean Hands Database dated within 90 days</li> </ul> <p><b><u>NEW Section M: Tax Certification (Federal)</u></b></p> <ul style="list-style-type: none"> <li>• Develop a statement based on the information included in the Bidder-Offeror Certification Form</li> </ul> <p><b><u>NEW Section Q: D and Fs</u></b></p> <ul style="list-style-type: none"> <li>• List of Determinations and Findings and date issued. Do not attach the actual D&amp;F.</li> </ul>
<p>Council Summary</p> <p><b>Option Year Council Contract Template</b></p>	<p><b><u>NEW Section B:</u></b></p> <ul style="list-style-type: none"> <li>• Should include the CA number found on <a href="http://lms.dccouncil.us/">http://lms.dccouncil.us/</a></li> <li>• Should list the modifications that were issued since the last time the contract was reviewed by Council</li> </ul>
<p>Emergency Contract Template</p> <p><b>Letter Contract or Contract Summary</b></p>	<p><b><u>NEW Section C: Date letter or emergency contract was executed</u></b></p> <p><b><u>NEW Section D: Number of times the letter or emergency contract was extended</u></b></p> <p><b><u>NEW Section E: Value of goods or services provided under the letter contract or emergency contract</u></b></p>

<p style="text-align: right;"><b>act Summary</b></p> <p><b>Sole Source Contr Template</b></p>	<p><b><u>NEW Section D: The date on which last competitive procurement was conducted</u></b></p> <ul style="list-style-type: none"><li>• Should list the date on which a competitive procurement was last conducted and when the resulting award was made</li><li>• Should explain briefly, but thoroughly why a competitive procurement is not possible. Should NOT copy the justification in the Sole Source D&amp;F.</li></ul>
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<p><b>Retroactive Contract Summary Template</b></p>	<p><b><u>NEW Section G: Period of Performance for the Retroactive Actions</u></b></p> <ul style="list-style-type: none"><li>• List the period of performance for any modifications or actions for which Council approval is being sought</li></ul> <p><b><u>NEW Section H: Value of Work or Services Performed</u></b></p> <ul style="list-style-type: none"><li>• List the amounts of any contract modifications or actions for which approval is being sought</li><li>• If there are multiple modifications or actions, list the amounts separately for each modification or action</li></ul> <p><b><u>NEW Section I: Aggregate Dollar Value of the Modifications or Changes</u></b></p> <ul style="list-style-type: none"><li>• List both the total amount of the modifications or actions for which approval is being sought, along with the total amount of the contract as awarded</li></ul> <p><b><u>NEW Section J: Date on which contracting officer notified of the modifications or actions</u></b></p> <ul style="list-style-type: none"><li>• Include dates on which contracting officer became aware of the need for the modifications or actions</li></ul> <p><b><u>NEW Section K: Reason modifications or actions sent to Council as retroactive</u></b></p> <ul style="list-style-type: none"><li>• State the reasons why the modifications or actions are sent for retroactive approval</li></ul> <p><b><u>NEW Section L: Reasons for Modifications or Actions</u></b></p> <ul style="list-style-type: none"><li>• State the reasons why the modifications or changes are needed</li></ul> <p><b><u>NEW Section M: Authority for the Modifications or Actions</u></b></p> <ul style="list-style-type: none"><li>• State the legal, regulatory, or contract authority for the modifications or actions. For example, the changes clause, the options clause, a relevant section of 27 D.C.M.R.</li></ul>
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## **APPENDIX 2–C COUNCIL SUMMARY FINAL REVIEW CHECKLIST**

### **Overall**

- Do the contract numbers match throughout the documents?
- Do the periods of performance match in all of the documents?
- Does the name of the contractor appear the same in all of the documents?
- Does the contract amount match throughout all of the documents?
- Are the documents the most up-to-date and in the proper format?

### **Council Summary**

- Did you use the appropriate template?
- Did you complete all of the sections with accurate, thorough, and clear information?
- Did you remove the names of the unsuccessful offerors in section D?

### **Funding and Clean Hands Certifications**

- Is the certification dated within 90 days?
- Is the proper contractor named in each of the documents?
  - If there are other names, are they reflected consistently?
- Does the funding certification fully fund the contract for the entire period of performance?
- Does the period of performance (Month, date and year) match the period of performance listed in the Council Summary?

### **Transmittal Letter**

- Does the letter address “The Honorable Phil Mendelson” and “Dear Chairman Mendelson?”
- Is the letter signature block from Mayor Bowser?
- If the contract requires legislation, does the transmittal letter include the title of the legislation that requires Council approval?

### **Documents to be submitted to the FOIA Specialist (Linda Givens)**

1. Agency Approval Form for Contract (Word)
2. Funding Certification
3. Chairman letter (Word)
4. Clean Hands
5. Council contract summary
6. Legislation, if required (Word)
7. Legal sufficiency



# PROTESTS, DEBARMENTS, & SUSPENSIONS

## 3.1 THE CONTRACT APPEALS BOARD AND ITS JURISDICTION

The CAB is an independent agency created pursuant to the Procurement Practices Reform Act of 2010 (PPRA), D.C. Official Code § 2-360.08 *et seq.* to provide an impartial, expeditious, inexpensive, and knowledgeable forum for hearing and resolving contractual disputes and protests involving the District and its contracting communities. The CAB is composed of a Chief Administrative Judge and two Associate Administrative Judges, all of whom are appointed to four-year terms by the Mayor subject to confirmation by the Council. In FY16, twenty-nine new protests and four new disputes cases were filed with the CAB.

Under D.C. Official Code §§ 2-221.04(a)(1), 2-359.07(f), and 2-360.03(a), the CAB has the exclusive jurisdiction over the following matters, which it reviews *de novo* (*i.e.*, without deference to previous legal conclusions):

- A. ***Protests of a Solicitation or Award*** – any protest of a solicitation or award of a contract addressed to the Board by any actual or prospective bidder or offeror, or the contractor who is aggrieved in connection with the solicitation or award of a contract;
- B. ***Appeal of a Contracting Officer’s Final Decision*** – Any appeal by a contractor from a final decision by the contracting officer on a claim by a contractor, when such claim arises under or relates to a contract (including appeals of a contracting officer’s decision regarding interest penalties under the Quick Payment Act);
- C. ***Claims by the District*** – any claim by the District against a contractor, when such claim arises under or relates to a contract;
- D. ***Appeals of Debarments and Suspensions*** – any appeal by a contractor of a debarment or suspension actions taken by the CPO; and

## 3.2 MANAGING A PROTEST

### 3.2.1 Basis of a Protest

The primary type of case considered by the CAB is a “protest,” defined as “[a] written objection by an aggrieved party to a solicitation for bids or proposals or a written objection to a proposed or actual contract award. a written objection to a solicitation or award.” 27 D.C.M.R. § 100.2(n). In order to have standing to file a protest with the CAB, a person must be “aggrieved” in connection with the issuance of a solicitation or the award of a contract may. An “aggrieved person” is defined under CAB Rule 100.2(a), 27 D.C.M.R. § 100.2(a), as:

*An actual or prospective bidder or offeror:*

- (i) whose direct economic interest would be affected by the award of a contract or by the failure to award a contract, or*
- (ii) who is aggrieved in connection with the solicitation of a contract.*

A protest may be filed based upon alleged improprieties in the solicitation or other request by an agency for offers for a contract for a procurement that were apparent prior to bid opening or at the time set for receipt of initial proposals. A protest may also be filed on other issues surrounding the solicitation or solicitation process, such as the cancellation of the solicitation or other request.

A protest may also allege an impropriety in the award or proposed award of the contract of a contract. For instance, a protest may rest on, among other things, allegations of improper evaluation of offers, or the improper termination or cancellation of an award.

### 3.2.2 Filing Timeline

A protest based on issues regarding the solicitation must be filed with the CAB prior to bid opening or by the date set for receipt of proposals. For a protest based on other issues, the protest must be filed with the CAB within 10 business days after the basis of the protest is known or should have been known, whichever is earlier. A protest must be filed with the CAB and served on the contracting officer.

### 3.2.3 Notice

The CAB sends formal notice that a protest has been filed to the OAG Procurement Section and the contracting officer. If the aggrieved party sends the protest to the contracting officer only, it considered a misdirected protest and the contracting officer must forward the protest to the CAB within 1 business day after its receipt.

In the case of a protest alleging solicitation improprieties, the contracting officer must give immediate notice of the protest to prospective bidders or offerors who can reasonably be ascertained.

In protests other than those alleging solicitation improprieties, if a contract has not been awarded, the contracting officer must give immediate notice of the protest to all bidders or offerors who appear to have a reasonable prospect of receiving an award. If a contract has been awarded, the contracting officer must give immediate notice of the protest to the contract awardee and all other bidders or offerors who appear to have a reasonable prospect of receiving an award if the protest is sustained.

### **3.2.4 Automatic Stay of the Procurement**

- A. **Automatic Stay.** Once the contracting officer receives formal notice that a protest has been filed, the contracting officer is prohibited from awarding that contract while the protest is pending. This is called an “automatic stay.” If the contract has already been awarded and the contracting officer receives notice of the protest within eleven (11) business days after contract award, the contracting officer must send a written notice to the contractor to stop performance under the contract while the protest is pending.
- B. **Proceeding while a Protest is Pending.** The only way a contract can be awarded despite a protest being filed is if the CPO makes a determination, supported by substantial evidence, that the contract award may proceed due to the compelling and urgent nature of circumstances that significantly affect the District’s interests and will not permit waiting for the CAB’s decision. Under this scenario, the contracting officer prepares a D&F to Proceed While the Protest is Pending, secures appropriate signatures, and provides a copy to the OAG Procurement Section attorney assigned to the protest within 1 business day after its issuance. The attorney will file the D&F with the CAB.
- C. **Challenge to D&F.** The protester may challenge this D&F before the CAB within five (5) business days of receipt of a copy of the Director's determination. The District shall file a written response with the Board (with same day service on the protester) within two (2) business days of receipt of the protester's motion. The protester may file a reply within one (1) business day of receipt of the District's response. The Board shall issue a decision on the protester's motion within ten (10) business days after the date the written motion is filed by the protester.

### **3.2.5 The Protest Adjudication Process**

The OAG will provide the contracting officer with written instructions of her or his responsibilities during the protest process. **It is important to maintain all documentation related to the protest and to work with the OAG attorney assigned to the protest.**

The CAB’s adjudication of a protest consists of the following components:

- A. **Motions.** OAG may file various motions to have the protest dismissed. OAG will provide copies of those documents to the protester and all interested parties. Those

parties have 7 days after receipt of a motion to file comments with the CAB. If a dispositive motion is denied by the CAB, OAG will then file the Agency Report.

**B. Agency Report.** After consultation with the contracting officer, contract specialist, and program personnel, the OAG files an Agency Report with the CAB, usually within 20 business days after receipt of the CAB acknowledgement of the protest. OAG may request a time extension for filing the agency report. The Agency Report consists of the following:

- The procurement solicitation;
- The bid or proposal submitted by the protester;
- The bid or proposal which is being considered for award, or which has resulted in an award, if any; supporting its position; and
  - Bid tabulation sheets or proposal selection reports and evaluation reports, work papers, and scoring sheets;
  - Any other documents and exhibits that are relevant to the protest.
  - The contracting agency position and defense for each ground of the protest, including the facts, legal principles, and precedents

***KEEP ALL DOCUMENTS!***

*The CAB may treat any factual allegations as conceded if the District fails to file an Agency Report or does not challenge a factual allegation.*

**C. Discovery.** The CAB may grant any party discovery. The CAB also has subpoena power.

**D. Conference.** The CAB may order a conference on the protest. The purpose of this conference is to clarify or seek agreement on various issues so that the CAB can proceed with making a decision.

**E. Evidentiary Hearing.** The CAB may order an evidentiary hearing if the CAB determines that the protest cannot be decided on the written record. The contracting officer or contracting agency staff may be asked to attend, testify under oath, and provide additional documents. At the conclusion of the hearing the CAB may order or permit additional filings.

**F. Decision.** The CAB issues a written decision of the protest to the parties within 60 business days from the date on which the protest was filed. If the CAB sustains a contractor's protest, it can order the District to take remedial action such as:

- Terminate the contract for convenience;
- Refrain from exercising any options under the contract;
- Recompete the contract;
- Issue a new solicitation; or
- Award a contract consistent with the law and regulations.

- G. Motion for Reconsideration.** All parties may file a motion for reconsideration with the CAB. This motion must be filed within 15 business days after receipt of the CAB's decision and a motion in opposition to reconsideration must be filed within 7 business days. Should this motion be denied, OCP or the protester may appeal a decision of the CAB to the D.C. Superior Court pursuant to D.C. Official Code § 2360.05(a); 27 D.C.M.R. § 312.

### 3.3 DEBARMENT, SUSPENSION & INELIGIBILITY

Contracting officers may not solicit proposals from, award contracts to, or consent to subcontracts with debarred, suspended, or ineligible persons. A “person” is any business, individual, corporation, partnership, association, or legal entity, however organized.

Contracting officers and other District agencies are obligated to obtain and review the OCP and GSA Excluded Parties Lists before making a contract award in order to exclude debarred or suspended persons from performing any part of a District contract.

#### 3.3.1 **Excluded Parties Lists**

- A. District Excluded Parties List.** The CPO will establish, maintain, and post on OCP's web site a list of persons debarred or suspended by OCP.
- B. GSA Excluded Parties List.** The General Services Administration (GSA) compiles and maintains a consolidated list of all persons and entities debarred, suspended, proposed for debarment, or declared ineligible by federal agencies or the [Government Accountability Office](#).
- C. Effect of Exclusion.** Persons on the OCP or GSA list are excluded from receiving contracts and subcontracts with District contractors, and contracting officers may not solicit proposals or quotations from, award contracts to, or, when a contract provides for such consent, consent to subcontracts with such persons, unless the CPO determines that there is a compelling reason for the award. Persons on the OCP or GSA list may not provide goods or services to the District government.

The debarment, suspension, or ineligibility of a person does not, of itself, affect the rights and obligations of the parties to any valid, pre-existing contract. OCP may terminate for default a contract with a contractor that is debarred, suspended, or determined to be ineligible. Contracting officers may not add new work to the contract by supplemental agreement, by exercise of an option, or otherwise, except with the approval of the CPO.

### **3.3.2 Causes for Debarment**

The CPO may debar a person, including its affiliates, for cause such as:

- (a) A conviction for the commission of a criminal offense incident to obtaining, or attempting to obtain, a public or private contract or subcontract or in the performance of the contract or subcontract;
- (b) A conviction under the PPRA or under any other District, federal, or state law for fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity which currently affects the contractor's responsibility as a District government contractor;
- (c) A conviction under District, federal, or state antitrust laws arising out of the submission of bids or proposals;
- (d) A judicial determination of a violation of D.C. Official Code §§ 2-381.01–.09;
- (e) A false assertion of certified business enterprise status or eligibility;
- (f) A violation of contract provisions of a character sufficiently serious to justify debarment action, including:
  - (i) Willful failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or
  - (ii) A history record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be the basis for debarment.
- (g) A violation of D.C. Official Code § 32-1331.01 *et seq.*;
- (h) Submission of a bid or proposal to contract with the District by a person debarred or suspended pursuant to a conviction described in sections (a)–(c) of this subsection;
- (i) Willful failure to cooperate in a Council or Council committee investigation;
- (j) Willful failure to cooperate in a District of Columbia Auditor audit or to produce books or records pursuant to an audit;
- (k) Willful failure to cooperate in an Inspector General audit, inspection or investigation, or to produce books or records pursuant to an audit, inspection or investigation;

- (l) Any other cause of a serious or compelling nature that affects the present responsibility of the contractor or subcontractor, or
- (m) A cause set forth in other applicable statutes, regulations, or final decision.

Anyone, including OCP employees, should report to the CPO all information that they believe would be a cause for debarment of a District contractor.

### **3.3.3 Imputing Conduct to Affiliates**

The criminal, fraudulent, or improper conduct of an individual may be imputed to the firm with which he or she was connected when an impropriety was committed. Likewise, when a firm is involved in criminal, fraudulent, or other improper conduct, any person who participated in, knew of, or had reason to know of the impropriety may be debarred.

The fraudulent, criminal, or other improper conduct of one person participating in a joint venture or similar arrangement may be imputed to other participating persons if the conduct occurred for or on behalf of the joint venture or similar arrangement, or with the knowledge, approval, or acquiescence of the person. Acceptance of the benefits derived from the conduct will be evidence of such knowledge, approval, or acquiescence.

### **3.3.4 Mitigating Factors**

The existence of any cause for debarment does not necessarily require that a person be debarred. The decision to debar is within the discretion of the CPO, and must be made in the best interest of the District. The existence or nonexistence of mitigating factors or remedial measures is not determinative whether or not a person should be debarred. If a cause for debarment exists, the person possesses the burden to demonstrate, to the satisfaction of the CPO, that debarment is not warranted or necessary.

### **3.3.5 Debarment Procedures**

The CPO initiates debarment proceedings by notifying the person and any affiliates by certified mail, return receipt requested, of the following:

- Reasons for the proposed debarment in sufficient detail to put the person on notice of the conduct or transaction(s) upon which the proposed debarment is based;
- Cause(s) for the proposed debarment;
- The person may submit information or written facts in opposition to the proposed debarment within fifteen (15) calendar days;
- The District's procedures governing debarment decision-making;
- The effect of the proposed debarment;

- That a fact-finding proceeding may be conducted; and
- That the District will not solicit offers from, award contracts to renew, extend contracts with, or consent to subcontracts with the person pending a debarment decision.

### **3.3.6 Debarment Decision**

The CPO shall issue a written decision whether or not to debar the person. A debarment decision shall:

- State the relevant facts and the reasons for the action taken;
- Describe the present responsibility of the person;
- Describe whether the debarment is in the best interest of the District;
- State the period of debarment, including effective dates;
- Inform the debarred person of its rights to judicial or administrative review and applicable District statutes; and
- Be sent to the person via certified email or delivered in person with receipt return requested.

### **3.3.7 Period of Debarment**

A debarment shall not be for a period of more than 5 years. However, a person that has been debarred twice by the District may be banned permanently from contracting with the District.

### **3.3.8 Causes for Suspension**

The CPO may suspend any person, including any of its affiliates:

- For any of the causes listed in 3.2.2(a)–(g), (l), and (m) above; and
- If the person is charged with the commission of an offense described in 3.3.2(a)–(g), (l), and (m) above.

### **3.3.9 Period of Suspension**

Suspension shall be for a temporary period pending the completion of an investigation and any resulting judicial or administrative proceeding, unless terminated sooner by the CPO. If judicial or administrative proceedings are not initiated within one year after the date of the suspension notice, the suspension shall be terminated unless the CPO determines that it is in the best interest of the District to extend the suspension, in which case it may be extended for not more than an additional 6 months.

### **3.3.10 Procedural Requirements for Suspension**

The CPO will follow the same procedure as described in sections 3.3.5 and 3.3.6.

### **3.3.11 Appeals to the CAB**

The decision of the CPO shall be final and conclusive, unless fraudulent, or unless the debarred or suspended person appeals to the CAB within 60 days of receipt of the CPO's decision.

## **3.4 OTHER TYPES OF DISPUTES**

### **3.4.1 Claims against the District**

All claims by a contractor against the District government arising under or relating to a contract shall be in writing and shall be submitted to the contracting officer for a decision, which must be made in writing within 120 days of receipt of the claim. Failure to issue a decision on a contract claim within the required time period shall be deemed to be a denial of the claim. A contracting officer's written decision must do the following:

- Provide a description of the claim or dispute;
- Refer to the pertinent contract terms;
- State the factual areas of agreement and disagreement; and
- State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding.

The CAB has jurisdiction to hear any appeal by a contractor from a final decision by a contracting officer on a claim by a contractor (including claims under the Quick Payment Act), when such claim arises under or relates to a contract, such as claims for equitable adjustment due to unreasonable delay of work by the District. A contractor must file an appeal of a contracting officer's final decision within 90 days

### **3.4.2 Claims by the District**

All claims by the District against a contractor arising under or relating to a contract shall be decided by the contracting officer in writing, and set forth:

- The description of the claim or dispute;
- The pertinent contract terms;

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- The reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- The factual areas of agreement and disagreement;
- Notice that the written document is the contracting officer's final decision; and
- The contractor of the right to seek review by the CAB.

The CAB has jurisdiction to hear any appeal by a contractor from a final decision by a contracting officer on a claim against the contractor filed by the District, when such claim arises under or relates to a contract. The appeal must be filed with the CAB within 90 days of the decision.

# CONTRACT ADMINISTRATION

This section outlines the following procurement actions:

- Managing a Contract
- Paying the Vendor
- e-Val General Instructions
- Authorizing Payment for Goods and Services Received without a Valid Written Contract
- Executing Unilateral Contract Modifications
- Executing Bilateral Modifications – Extension of Completion Date
- Executing Bilateral Modifications – Revise Scope or Other Terms • Executing Change Orders
- Exercising an Option.

## 4.1 ROLES AND RESPONSIBILITIES



**Roles and Responsibilities in the Contract Administration Phase**

Contracting Officer	Agency Staff
Keep Informed of Performance	Monitor and Evaluate Performance
Audit Invoice Approvals	Review and Approve Invoices
Negotiate and Process Modifications	Recommend Modifications
Exercise Options	Recommend Option Exercises
Assist with Resolving Conflicts	Discuss and Document Conflicts
Closeout	Assist with Closeout

### **4.1.1 Appointing the Contract Administrator**

The contracting officer shall appoint a contract administrator for every contract that exceeds \$100,000. The contracting officer must ensure that:

1. The proposed contract administrator is a District employee; and
2. The proposed contract administrator has successfully completed the contract administrator training or is scheduled to complete the training within 60 days of contract award.

Once selected, the contract specialist is responsible for preparing the contract administrator's appointment letter for the contracting officer's signature.

### **4.1.2 Program Kick-Off Conference**

The contracting officer should meet with the proposed contract administrator to discuss contract administrator responsibilities. Once a contracting officer is confident that the proposed contract administrator understands his or her duties and responsibilities, the contract officer can present the appointment letter for contract administrator signature.

- A. **Agenda.** The contract specialist and contracting officer will work the contract administrator to prepare the agenda for the kick-off conference, which shall include the following items:
  - Roles and responsibilities;
  - Review of Scope of Work (SOW) or specifications;
  - Work plan or project schedule;
  - Reporting requirements;
  - Guidelines for submitting invoices;
  - Channels of communication; and
  - Contact information for key personnel in the program agency, OCP, the vendor and other relevant stakeholders.
- B. **Participants.** The kick-off conference shall include the vendor, the contracting officer, contract specialist, contract administrator, and other agency or District personnel as the contracting officer may deem appropriate.

### **4.1.3 Contract Administrator Responsibilities**

The contract administrator has the primary responsibility to monitor the performance of the vendor during the period of performance. However, it is critical that the contracting officer and contract

specialist be apprised of all developments, copied on status reports, and invited to key

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meetings as OCP plays a more active role to ensure work is adequately performed and that prime vendors are appropriately using subcontractors and meeting utilization goals.

The contracting officer may delegate to the contract administrator the following aspects of contract administration:

- Drafting a clear and concise statement of work;
- Providing recommendations regarding suspension or disapproval of costs;
- Approving or rejecting vendor invoices;
- Reviewing, approving, or rejecting a vendor's requests for progress payments or performance-based payment;
- Taking action to recover overpayments from the vendor;
- Providing production support, oversight, and status reporting, including timely reporting of potential and actual slippages in contract delivery schedules;
- Advising the contracting officer of any actual or potential labor disputes;
- Ensuring vendor compliance with contractual quality assurance requirements;
- Ensuring vendor compliance with contractual safety requirements;
- Performing surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development and production;
- Reporting to the contracting officer any inadequacies noted in the specifications;
- Ensuring timely submission of required reports;
- Monitoring vendor compliance with specifications or other contractual requirements; and
- Preparing evaluations of vendor performance.

Specific instructions regarding this work should be provided by the contracting officer. A contract administrator may not be delegated the responsibility to issue directives to a vendor that alter or modify the terms, conditions, or pricing as agreed to in the contract areas the contract.



# FILE PREPARATION & CONTRACT CLOSEOUT

## 5.1 CONTRACT FILE PREPARATION GUIDELINES

### 5.1.1 **General Rule**

Section 5.1 pertains to hard copy files. Any contracting officer maintaining files in PASS is not required to create a separate hard copy file. Each contract file shall include all relevant contract documents and shall be maintained for a contract exceeding the small purchase threshold. All contracts should be contained in a six-part contract file folder. For transactions with values under than the small purchase threshold, the contract file documents shall be maintained in single or 2part contract file folders.

All 6-part contract file folders shall contain the following:

- Contract File Cover Sheet;
- Contract File Index; and
- All relevant documents listed in the Contract File Index.

All single or 2-part contract file folders shall contain the Small Purchase Index. All contract files shall be maintained in a safe, confidential, and secure manner.

### 5.1.2 **Instructions for Completing the 6-Part Contract File Cover Sheet Label**

The contracting officer shall ensure that the Contract File Cover Sheet label will be:

- Filled out by identifying all applicable information;
- Completed for each folder if more than one folder is used;
- Printed on an adhesive laser printer label; and
- Affixed to the front of each contract file folder.

### 5.1.3 Instructions for Completing the Single or 2-Part Contract File

The small purchase cover sheet may contain optional information at the discretion of the contracting officer. This information should also be captured within the contents of the small purchase contract file.

### 5.1.4 Instructions for Using the Contract File and Small Purchase Index

For transactions greater than \$100,000, contract file documents are maintained in a 6-part contract file folder as referenced in Parts I through VI of the Contract File Index (*see* Appendix 5–C). For transactions of \$100,000 or less, the contract file documents are maintained in a single- or 2-part contract file folder as noted in the Small Purchase Index (*see* Appendix 5–A). Each Contract File Index sheet is affixed, in numerical ascending order (i.e., 1, 2, 3, and so on), to the front of each contract file section.

### 5.1.5 Instructions for Completing the Contract File and Small Purchase Index

The contracting officer shall ensure that the Index is filled out completely. The assigned contract specialist will validate the information by dating and initialing each entry.

If a document is not required to be included in the contract file folder, a notation of “n/a” (*i.e.*, not applicable) shall be placed at the right side, (under the date column), of the Index Sheet. The assigned contract specialist will validate the information by dating and initialing the “n/a” entry.

## 5.2 CLOSEOUT OF CONTRACT FILES

### 5.2.1 General Rule

The contract closeout phase begins once the contractor has completed the required deliveries and the District has inspected and accepted the supplies or services or the District terminated the contract. This section outlines the components of the contract closeout phase.

The contract closeout process consists of the following activities:

1. Verification of contract completion;
2. Obtaining all requisite forms, reports, and clearances;
3. Resolving outstanding issues, if any;

4. Initiating final payment (or collection for an overpayment);
5. De-obligation of excess funds;
6. Preparing the contract completion statement; and
7. Disposing of contract file.

Files for contracts using simplified acquisition procedures should be considered closed when the contracting officer receives evidence of receipt of property and final payment, unless otherwise specified by agency regulations.

All other contract files shall be closed as soon as practicable after the contracting officer receives a contract completion statement from the Contract Administrator of compliance with the requirements of Section 5.2.3. The contracting officer shall ensure that all contractual actions required have been completed and shall prepare a statement to that effect. This statement is authority to close the contract file and shall be made a part of the official contract file.

**A. Timelines of Closures:**

- *Files for firm-fixed-price contracts* – other than those using simplified acquisition procedures, these should be closed within 6 months after the date on which the contracting officer receives evidence of physical completion.
- *Files for contracts requiring settlement of indirect cost rates* – these should be closed within 36 months of the month in which the contracting officer receives evidence of physical completion.
- *Files for all other contracts* – should be closed within 20 months of the month in which the contracting officer receives evidence of physical completion.

**B. A Contract File Shall not be Closed if:**

- The contract is in litigation or under appeal; or
- In the case of a termination, all termination actions have not been completed.

## 5.2.2 Physically Completed Contracts

A contract is physically completed when either:

**A.** The following elements are satisfied:

- (1) The contractor has completed the required deliveries and the District has inspected and accepted the supplies;
- (2) The contractor has performed all services and the District has accepted these services; and
- (3) All option provisions, if any, have expired; or

**B.** The District has given the contractor a notice of complete contract termination.

Rental, use, and storage agreements are considered to be physically completed when:

- A. The District has given the contractor a notice of complete contract termination; or B. The contract period has expired.

### **5.2.3 Procedures for Closing-Out Contract Files**

The Contract Administrator is responsible for initiating administrative closeout of the contract after receiving evidence of its physical completion. At the outset of this process, the Contract Administrator must review the contract funds status and notify the contracting officer of any excess funds the contract administrator might de-obligate. When complete, the administrative closeout procedures must ensure that:

- Final reports are received and accepted;
- There is no outstanding value engineering change proposal;
- Contractor has vacated government-provided space and left the space in acceptable condition;
- Government-furnished property has been returned;
- All interim or disallowed costs are settled;
- Price revision is completed;
- Subcontracts are settled by the prime contractor;
- Contractor evaluation is completed;
- Contractor's final invoice has been submitted; and • Contract funds review is completed and excess funds de-obligated.

### **5.2.4 Post-Verification**

When the actions above in Section 5.2.3 have been verified, the contracting officer must ensure that a contract completion statement (*see* Appendix 6-D), containing the following information, is prepared:

- Contract number;
- Last purchase order number and date;
- Last modification date and number;
- Contractor name and address;
- Contract completion date;
- Verification that all invoices have been paid;

- A statement of the status of the contract (*e.g.*, active, closed, and the like.);
- A statement of any pending claims or litigation; • Name and signature of the contracting officer; and
- Date.

### **5.2.5 Completion of Statement**

When the contract completion statement is completed, the contracting officer must ensure that:

- The signed original is placed in the official; and
- A signed copy is provided to the contract administrator.

### **5.2.6 Transfer of Closed Files to OCP Headquarters**

The contracting officer shall transfer any closed files to the Records Management Unit at OCP Headquarters, to be held until disposal. The contract completion statement shall be included in any closed file prior to transfer. The contracting officer should contact the Records Management Unit at [ocprecordsmgmt@dc.gov](mailto:ocprecordsmgmt@dc.gov) to arrange for transfer of files.

## **APPENDIX 5–A: CONTRACT FILE CHECKLIST FOR SMALL PURCHASES**

**OCP FILE CHECKLIST FOR SMALL PURCHASES**

Where applicable, all documents listed below are required for this procurement method. Please check "IN FILE" or specify "N/A."

<i>Solicitation No.:</i>	<i>Contract Specialist:</i>
<i>Contract/P.O. No.:</i>	<i>Contract Specialist's Telephone No.:</i>
<i>Caption:</i>	<i>Agency:</i>
<b>Contractor:</b>	<i>COTR Name:</i>
<i>Contractor POC:</i>	<i>COTR Telephone No.:</i>
<i>Contractor POC Telephone No.:</i>	<i>Market Type:</i>

DOCUMENT	IN FILE
1. Requisition/ Statement of Work/Specifications	
2. Source Mailing List	
3. Contracting Officer's Request for Quotation, Amendments; CPO Letter of November 23, 2007	
4. Vendors Quotes	
Telephone	
e-Mail	
Postal Mail	
5. Abstract	
6. Sole Source Determination	
7. Determination of Responsibility	
8. Price Reasonableness D & F	
9. Purchase Order	
10. Modifications	
11. Other	

Contracting Officer: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX**  
**5–B:**  
**CONTRACT FILE CHECKLIST FOR COMPETITIVE**  
**SEALED PROPOSALS**

**OCP FILE CHECKLIST FOR COMPETITIVE SEALED PROPOSALS (CSP)**

Where applicable, all documents listed below are required for this procurement method. Please check "IN FILE" or specify "N/A."

<i>Solicitation No.:</i>	<i>Contract Specialist:</i>
<i>Contract/P.O. No.:</i>	<i>Contract Specialist's Telephone No.:</i>
<i>Caption:</i>	<i>Agency:</i>
<i>Contractor:</i>	<i>COTR Name:</i>
<i>Contractor POC:</i>	<i>COTR Telephone No.:</i>
<i>Contractor POC Telephone No:</i>	<i>Market Type:</i>

DOCUMENT	IN FILE	DOCUMENT	IN FILE
PART 1 - POST AWARD		PART 2 - AWARD	
1. Post Award Conference		1. Notice of Award	
2. Unsuccessful Offeror Letters		2. Certificate of Insurance	
3. Contract Close-Out		3. COTR Designation Letter	
4. Final e-Val		4. Orders	
5. Other		5. Contract	
		6. Option Letter of Intent 1	
		7. Option Letter of Intent 2	
PART 3 - APPROVAL	IN FILE	8. Option Letter of Intent 3	
1. DOES Unemployment Compliance		9. Option Letter of Intent 4	
2. DOES First Source Agreement		10. Modification 1 (27 D.C.M.R. 3600 )	
3. Office of Tax/Revenue Compliance		11. Modification 2	

*Procurement Procedures Manual*

4. Affirmative Action Approval		12. Modification 3	
5. Determination of Responsibility		13. Change Orders 3	
6. Screen Print Out of Debarred, Suspended and Ineligible List		14. Other e.g., Novation and Change of Name Agreements	
7. Price Reasonableness Determination			
8. Memorandum to OAG for Legal Sufficiency Determination			
9. Contract Summary			
10. Other			
<b>PART 4 - NEGOTIATIONS</b>	<b>IN FILE</b>	<b>PART 6 - PRE-SOLICITATION/</b>	<b>IN FILE</b>
1. Pre-Negotiation, Price and Post Negotiation Objective Memoranda BCM		<b>SO C A O</b>	
2. Subcontracting Plan		1. Requisition / SOW/Specs	
3. Review and acceptance of Subcontracting Plans		2. Government Cost Estimate	
4. Other (e.g. Best and Final Offer)		3. DSLBD Waiver if Applicable	
		4. Priorities for Use of Government Supply Sources	
		5. Solicitation Mailing List	
		6. Procurement Plan; Market Research & Analysis	
		7. Solicitation/RFP/RFQ/HCA	
<b>PART 5 - EVALUATION</b>	<b>IN FILE</b>	8. Determinations and Findings e.g. RFP, Multi- Year, HCA	
1. Receipt of Quotes/ Proposals and Accompanying Delivery Verification		9. PRC/Legal Review	
2. List of Proposals		10. Notice of Proposed Solicitation	
3. Disclosure and Use of Information Before Award		11. Pre-Proposal Conference	
4. Technical/Cost Evaluation		12. COTR Recommendation by Agency	
5. Cost and Pricing Data		13. Solicitation Cancellation Determination	
6. Contractor Past Performance		14. Screen Print Out of Debarred, Suspended and Ineligible List	
7. D&F for Competitive Range		15. Other e.g. OCTO Approval; Evaluation Criteria for Acquiring Computer Systems	
8. Conduct of Discussions with Offerors			
9. Discussions with Offerors and Documentation			
10. Documentation relating to Mistakes Before Award			
11. Other			

APPENDIX

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Contracting Officer \_\_\_\_\_ Date: \_\_\_\_\_

5-C:  
CONTRACT FILE CHECKLIST FOR COMPETITIVE  
SEALED BIDS

**OCP FILE CHECKLIST FOR COMPETITIVE SEALED BIDS (CSB)**

Where applicable, all documents listed below are required for this procurement method.  
Please Initial "IN FILE" or specify "N/A."

<i>Solicitation No.:</i>	<i>Contract Specialist:</i>
<i>Contract/P.O. No.:</i>	<i>Contract Specialist's Telephone No.:</i>
<i>Caption:</i>	<i>Agency:</i>
<i>Contractor:</i>	<i>COTR Name:</i>
<i>Contractor POC:</i>	<i>COTR Telephone No.:</i>
<i>Contractor POC Telephone No.:</i>	<i>Market Type:</i>

DOCUMENT	IN FILE	DOCUMENT	IN FILE
PART 1 – POST AWARD		PART 2 - AWARD	
1. Post Award Conference		1. Notice of Award	
2. Unsuccessful Bidder Letters		2. Certificate of Insurance	
3. Contract Close-Out		3. COTR Designation Letter	
4. Documentation relating to Mistakes After Award		4. Orders (2	
5. Final e-Val		5. Contract	
6. Other		6. Option Letter of Intent 1	
		7. Option Letter of Intent 2	
PART 3 – APPROVAL		IN FILE	
1. DOES Unemployment Compliance		8. Option Letter of Intent 3	
2. DOES First Source Agreement		9. Option Letter of Intent 4	
3. Office of Tax/Revenue Compliance		10. Modification 1	
4. Affirmative Action Approval		11. Modification 2	
5. Determination of Responsibility		12. Modification 3	
6. Screen Print Out of Debarred, Suspended and Ineligible List		13. Change Orders	
		14. Other e.g., Novation and Change of Name Agreements	

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7. Price Reasonableness Determination			
8. Memorandum to OAG for Legal Sufficiency Determination			
9. Mayoral Approval of Contract			
10. City Council Approval			
11. Contract Summary			
12. Other			
<b>PART 4 – NEGOTIATIONS</b>	<b>IN FILE</b>	<b>PART 6 – PRE- SOLICITATION</b>	<b>IN FILE</b>
1. Pre-Negotiation, Price and Post Negotiation Objective Memoranda		1. Requisition /SOW/Specs 2501)	
2. Subcontracting Plan		2. Government Cost Estimate	
3. Review and acceptance of Subcontracting Plans		3. DSLBD Waiver if Applicable	
4. Other		4. Priorities for Use of Government Supply Sources	
		5. Solicitation Mailing List	
		6. Procurement Plan; Market Research & Analysis	
<b>PART 5 – EVALUATION</b>	<b>IN FILE</b>	7. Solicitation/and Amendment	
1. Receipt of Quotes/ Bids and Accompanying Delivery Verification		8. Determinations and Findings e.g. , Multi-Year	
2. List of Bids /Abstract		9. PRC/Legal Review	
3. Bid Evaluation		10. Notice of Proposed Solicitation	
4. Contractor Past Performance		11. Pre-Bid Conference	
5. Documentation relating to Mistakes Before Award		12. COTR Recommendation by Agency	
6. Other		13. Solicitation Cancellation Determination	
		14. Screen Print Out of Debarred, Suspended and Ineligible List	
		15. Other e.g. OCTO Approval (PIF)	

Contracting Officer \_\_\_\_\_ Date: \_\_\_\_\_

5-D:  
CONTRACT CLOSEOUT ATTESTATION &  
RETENTION FORM

**Office of Contracting and Procurement**

**Contract Closeout Attestation & Retention**

Contract Number: \_\_\_\_\_

Last Modification: \_\_\_\_\_

Contractor's Name and Address: \_\_\_\_\_

\_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Last Purchase Order Number: \_\_\_\_\_

Purchase Order Date: \_\_\_\_\_

## APPENDIX

*As the current contracting officer for this agency, please state to the best of your knowledge, the current status of the above stated contract (Active, Closed, etc.) and indicate if you are aware of any pending claims or litigation (please describe).*

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*Please provide information of the last Purchase Order requested for this file and verification that all invoices have been paid.*

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Contracting Officer (Printed Name): \_\_\_\_\_

Date: \_\_\_\_\_

Contracting Officer (Signature):

RMU Clerk (Printed Name): \_\_\_\_\_ Date: \_\_\_\_\_

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RMU Clerk (Signature): \_\_\_\_\_

### 6.1.1 General Policy Statement

The Office of Contracting and Procurement (OCP) is committed to establishing and maintaining records management practices that meet its business needs, accountability requirements and stakeholder expectations. The benefits of compliance with this policy will be trusted information and records that are well described, stored in known locations and accessible to staff and stakeholders when needed.

### 6.1.2 Definitions

- A. **Records Management Unit** – OCP’s Records Management Unit (RMU) is located at OCP Headquarters. The RMU collects, monitors, stores and coordinates contract files for procurement staff located at OCP Headquarters. The RMU houses closed contracts

# CONTRACT FILE MANAGEMENT

## 6.1 RECORDS MANAGEMENT CONTRACT FILE PREPARATION GUIDELINES

for all agencies under the purview of the Chief Procurement Officer (CPO), and files are retained until disposal. Disposal of all scheduled contract files are handled by RMU.

- B. *Records Manager*** – The OCP Records Manager (RM) is the OCP official responsible for monitoring all contract files from receipt to disposal. The RM, in conjunction with the Office of Public Records in the Office of the Secretary, ensures that all regulations relating to contract files are implemented.
- C. *Records Administrator*** – A Records Administrator (RA) is the OCP official chosen by the contracting officer to monitor file creation, storage and management at each deployed agency.
- D. *Closed Contract File*** – A file for a contract, including all option periods, which has expired or been terminated.

## 6.2 FILE ROOM PROCEDURES

### 6.2.1 **Creation and Maintenance of Information and Records**

- A. **Systematic Asset Management.** The RM's primary records management system is OCP's radio frequency identification system, known as Systematic Asset Management (SAM). Contract files shall be created as outlined in Chapter 5 of this manual. The contracting officer shall submit all contract files to the RMU or the RA, within five days of contract award.
- B. **PASS.** Contract documents must be maintained in the procurement system of record (i.e., PASS).
- C. **Prohibition.** Email folders, shared folders, personal drives or external storage media shall not be utilized to maintain official contract documents as they lack the functionality and security necessary to protect District business information and records over time.

### 6.2.2 **Access to Information and Records**

Contract files are an OCP resource to which all OCP staff may have access. Procedures for checking-in and checking-out contract files are delineated below:

- A. **Checking-in/Checking-out Files from Records Management.** Hours of Operation: The RMU is open, Monday -Friday, 9:00am – 5:30pm, unless other arrangements are made in advance. Access to the file room is restricted to OCP personnel.
  - Agency staff shall not enter the OCP File Room unless accompanied by the RM or a member of the Business Resource Division.
  - All files must be handled with care and returned in the same condition and order that they were received. If staff discovers misfiled documents or needs to add additional documents, notify the RM at [ocprecordsmgmt@dc.gov](mailto:ocprecordsmgmt@dc.gov).
- B. **Procedures for Checking-in/Checking-out for Headquarters Staff.** For files located at OCP Headquarters, staff shall send an email to [ocprecordsmgmt@dc.gov](mailto:ocprecordsmgmt@dc.gov). The email must contain the contract number for the requested file.
  - RMU will send a status email to the requester, which will either confirm that the requested file can be retrieved from the file room or state that the requested file is not available.
  - If the file is available, the requester must retrieve the file within one (1) business day of receiving the confirmation email. If the requester fails to retrieve the file, the file will be re-shelved and a new request must be sent to RMU.

- After the requester retrieves the contract file, RMU will email a receipt acknowledging that the file has been checked-out.
  - The requester must return the checked-out file within one week of receiving it. If an extension is needed, the requester must notify RMU.
  - When the file is returned, the RMU will email the requester a confirmation.
- C. **Procedures for Check-in/Checking-out at Deployed Agencies.** Staff located at deployed agencies will utilize RM's System of Record, SAM, to obtain the location of contract files. If the file is available, a request is made to the RA to obtain the file.
- The requester must retrieve the file within one (1) business day of receiving the confirmation email. If the requester fails to retrieve the file, the file will be reshelved and a new request must be sent to RA.
  - The requester must return the checked-out file within one week of receiving it. If an extension is needed, the requester must notify RA.
  - When the file is returned, the RA will email the requester a confirmation.

## 6.3 TRANSFER OF FILES

Contract files checked out in OCP's system of record, SAM, which are transferred between OCP staff or to another agency must be reported to RMU prior to transfer. If notification is not made, the holder of record in SAM will be held responsible for the file.

When responsibility for contract activity is transferred from one contracting officer to another contracting officer, the transferring contracting officer shall complete a contract modification, notify the RM and place a copy in the file and in the PASS contract workspace.

### 6.3.1 **Procedures for Transfer of Files upon Resignation**

- A. **Contracting Officers.** Upon resignation, the contracting officer shall:
1. Prepare an inventory of all contracts on which he or she is designated as contracting officer. The inventory must contain the following information:
    - a. Contract Number;
    - b. User Agency;
    - c. Description;
    - d. Status of Contract;
    - e. Total Number of Contract Files; and



1. Take possession of the contract specialist's contract files and prepare an inventory. The inventory must contain the following information:
    - a. Contract Number;
    - b. User Agency;
    - c. Description;
    - d. Status of Contract;
    - e. Total Number of Contract Files; and
    - f. Vendor Name.
  2. Ensure all contract files are uploaded into Contracts Compliance Module (CCM).
  3. Provide the inventory list and the contract specialist's contract files to the designated contracting officer.
- C. **Retention Responsibility.** The contracting officer shall retain the contract specialist's contract files until the files have been properly transferred to either a new contract specialist or the RMU.

## 6.4 RETENTION AND DESTRUCTION

All information pertaining to records retention and archiving for OCP is contained in OPR, General Records Schedule 3 (“GRS(3)”). Retention periods in the GRS take into account all business, legal and government requirements for the records. OCP uses a number of general and agency-specific authorities to determine retention, destruction and transfer actions for contract files. General Records Schedule 3 can be accessed at the following link: [General Records Schedule 3](#).

Working documents of a short-term, facilitative or transitory value may be destroyed as a ‘normal administrative practice’. Examples of such records include rough working notes, drafts not needed for future use or copies of records held for reference. Staff must utilize secure shredding bins.

OCP staff are responsible for closing out all contracts in accordance with the procedures set forth in Chapter 5 and transferring all closed contract files to the RMU located at OCP Headquarters, to be held until disposal.

Chapter

ETHICS



7.1 OCP CODE OF ETHICS

Public employment is a public trust—each District government employee has a responsibility to the District of Columbia and its citizens to place loyalty to the laws and ethical principles above private gain. Good ethical behavior and adherence to ethical standards of conduct increases the public’s confidence in the integrity of the government. OCP is committed to the values of government fairness, transparency, and impartiality. Accordingly, all OCP employees must adhere to the following OCP Code of Ethics:

**W**

**E** *ADHERE to these principles and precepts. As public procurement officials*

*and*

*other officials engaged in the procurement process, we:*

*Believe in the dignity and worth of service rendered by OCP, and the societal responsibilities assumed as a trusted servant;*



*Are governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served;*

*Believe that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable;*

*Will identify and eliminate participation of any individual in situations where conflicts of interest may be involved;*

*Believe that members of OCP should, at no time and under no circumstances, accept, directly or indirectly, any gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions;*

*Will keep OCP informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of facts;*

*Resist encroachment on control of personnel in order to preserve integrity as a professional manager;*

*Will handle all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on any basis; and*

*Shall seek or dispense no personal favors, and handle each administrative problem objectively and empathetically, without discrimination.*

## 7.2 APPLICABLE CODE OF CONDUCT

The Code of Conduct applicable to District employees means those provisions contained in the following:

- A. **The Code of Official Conduct of the Council of the District of Columbia**, as adopted by the Council;
- B. **The District of Columbia Government Comprehensive Merit Personnel Act of 1978, §§ 1801–1804**, effective March 3, 1979 (D.C. Law 1-118; D.C. Official Code § 1-618.01-.04);

- C. **The Official Correspondence Regulations**, effective April 7, 1977 (D.C. Law 1118; D.C. Official Code § 2-701 *et seq.*);
- D. **The Procurement Practices Reform Act of 2010, § 416**, effective April 8, 2010 (D.C. Law 18-371; D.C. Official Code § 2-354.16);
- E. **District of Columbia Municipal Regulations, Title 6B, Chapter 18** (Employee Conduct”), 6D D.C.M.R. § 1800.01 *et seq.*;
- F. **The Government Ethics Act of 2011, §§ 223–232**, effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code §§ § 1-1162.23–.32);
- G. **Prohibition on Government Employee Engagement in Political Activity Act of 2010** (“Local Hatch Act), D.C. Official Code § 1-1171.01 *et seq.*; and
- H. **The District of Columbia Appropriations Act of 2003, § 115** (“Donations Act”), approved February 20, 2003 (Pub. L. 108-7; D.C. Official Code § 1-329.01); **Mayor’s Memorandum 2015-001, Rules of Conduct Governing Donations and Honorary Gifts to the District of Columbia Government** (August 21, 2015); **Mayor’s Order 2011-170, Establishment of the Office of Partnerships and Grants Management** (October 5, 2011).

Many of the District’s ethics provisions also have federal counterparts applicable to District employees, and the federal provisions carry criminal penalties.

## 7.3 GENERAL ETHICAL STANDARDS

District law provides that “[e]ach employee, member of a board or commission, or a public official of the District government must at all times maintain a high level of ethical conduct in connection with the performance of official duties, and shall refrain from taking, ordering, or

participating in any official action which would adversely affect the confidence of the public in the integrity of the District government.” D.C. Official Code § 1-618.01(a).

Procurement professionals must especially adhere to ethical standards, as transactions involving taxpayer dollars require the highest degree of public trust and standards of conduct. Accordingly, a government employee may not:

- Hold financial interests that conflict with performance of duty;
- Use nonpublic information improperly;
- Make unauthorized commitments;
- Use public office for private gain;
- Act impartially or give preferential treatment;
- Use government property for other than authorized activities;
- Engage in outside activities that conflict with official duties;
- Seek or negotiate for employment that conflicts with official duties; and
- Take actions creating an appearance that the employee is violating the law or these ethical standards.

Additionally, employees involved in the procurement lifecycle should:

- Maintain a level of behavior and performance that promotes efficiency of the District’s services and conforms to ethical principles;
- Refrain from divulging any official government information to any unauthorized person(s) or otherwise make use of or permit others to make use of information not available to the general public;
- Refrain from engaging in financial transactions using nonpublic government information or allow the improper use of such information to further any private interest; and
- Never solicit or accept any gift or other item of monetary value from any person or entity seeking official action from, doing business with, or conducting activities regulated by the employee’s agency, or whose interests may be substantially affected by the performance or nonperformance of the employee's duties.

## 7.4 CONFLICTS OF INTEREST

There are two types of conflicts of interest OCP employees should avoid: actual conflicts and apparent conflicts, each of which are discussed below.

### **7.4.1 Actual Conflicts of Interest**

An employee may not use his or her official position, title, or in the performance of official duties, personally and substantially participate in or attempt to influence any particular matter the employee knows is likely to have a direct and predictable effect on the employee's financial interests or those of a person closely affiliated with the employee.

*See D.C. Official Code § 1-1162.23(a).*

### **7.4.2 Apparent Conflicts of Interest**

Apparent conflicts are examined under the “impartiality rule.” An apparent conflict of interest arises when a reasonable person with knowledge of the relevant facts could question an employee's impartiality in working for the government on a particular matter involving:

- Members of an employee's household, relatives, or friends;
- People with whom the employee does business
- Organizations in which the employee is an officer or an active participant
- Family members' employers, or
- The employee's former employer, if the employee is new to the government.

### **7.4.3 Disclosure and Remedial Steps**

An employee should immediately disclose any conflict of interest, or apparent conflict of interest, to his or her supervisor and to OCP's ethics advisor. Appropriate remedial steps may include:

- Recusal of the employee from the matter;
- Reassignment; or
- Divestment.

## **7.5 CONFIDENTIAL INFORMATION**

The laws and regulations of the District of Columbia prohibit disclosure of a bidder or offeror's confidential or proprietary information to any person other than a District employee who needs access to the information in connection with the procurement process. Examples of confidential information are:

- Cost or price estimates
- Source selection plans
- Company's proprietary information

- Competitive range determinations
- Rankings

## 7.6 DUTY TO REPORT

### 7.6.1 Reporting Obligations

District employees shall immediately and directly report credible violations of the District’s Code of Conduct to the District of Columbia Office of Government Ethics within BEGA, the District of Columbia Office of the Inspector General (“OIG”), or both.

Contact information for BEGA is:

**Board of Ethics and Government Accountability**  
441 4<sup>th</sup> Street, NW, Suite 830S  
Washington, DC 20001  
E-mail: [beqa@dc.gov](mailto:beqa@dc.gov)  
Hotline: (202) 535-1002

Contact information for OIG is:

**Office of the Inspector General**  
717 14th Street, NW, 5th Floor  
Washington, DC 20005  
E-mail: [hotline.oig@dc.gov](mailto:hotline.oig@dc.gov)  
Hotline: (800) 521-1639 or (202) 724-8477

Failure to report such conduct could result in disciplinary actions, including possible termination.

### 7.6.2 Protection against Retaliation

A supervisor may not retaliate or threaten to retaliate against an employee because of the employee’s protected disclosure or because of an employee’s refusal to comply with an illegal order. D.C. Official Code § 1-615.53. Employees who feel they have been retaliated against may appeal their discipline to the D.C. Superior Court. D.C. Official Code § 1-615.54. If an employee is covered by the Comprehensive Merit Personnel and the negative job action falls within the jurisdiction of the Office of Employee Appeals, the employee may appeal to the OEA; or, if the employee is a union member, he or she may appeal the job action under the terms of his or her collective bargaining agreement.

Additionally, the District's whistleblower statute provides a complete defense for any prohibited personnel actions if improper retaliation is found. D.C. Official Code § 1-615.54(c). A supervisor or manager found to have improperly retaliated against a whistleblower may be fined and/or subject to disciplinary action, including dismissal.

### **7.6.3 Financial Disclosures**

Financial disclosures are required annually from employees who advise, make decisions or participate substantially in the areas of contracting, procurement, administration of grants or subsidies, developing policies, land use planning, inspecting, licensing, policy-making, regulation or auditing, or act in areas of responsibility that may create a conflict of interest of appearance of a conflict of interest. The Chief Procurement Office designates which OCP employees must file either a public or confidential financial disclosure statement

## **7.7 GIFTS**

Pursuant to 6B D.C.M.R. §§ 1803.2, 1803.4(b), employees shall not, directly or indirectly, solicit or accept a gift: from a prohibited source, which is any person or entity who:

- Is seeking official action by the employee's agency;
- Does business or seeks to do business with the employee's agency;
- Conducts activities regulated by the employee's agency;
- Has interests that may be substantially affected by performance or nonperformance of the employee's official duties; or
- Is an organization in which the majority of its members are described in the items above.

Employees shall not, directly or indirectly, solicit or accept a gift from anyone (prohibited source or otherwise) that is given because of the employee's official title or duties. That is, a gift is considered to be given because of the employee's position if it is from a person other than an employee and would not have been solicited, offered, or given had the employee held the status, authority or duties associated with his position. This prohibition includes gifts accepted or solicited indirectly:

- With the employee's knowledge or acquiescence to a family member because of that person's relationship to the employee; or
- To another person or entity, such as a charity, on the basis of designation, recommendation, or other specification by the employee.

It is a federal crime to accept any compensation from a source other than the District government for performing your job or providing services as a District government employee

You, therefore, are prohibited from accepting money, a gift (i.e., tickets to a sporting event, jewelry, perfume, etc.), stocks or bonds, promise of a future job, or anything else of value (whether or not a prohibited source). *See* 18 U.S.C. § 209

## 7.8 UNAUTHORIZED COMMITMENTS

No District employee shall authorize payment for the value of goods or services received without a valid written contract. This provision shall not apply to a payment required by court order, a final decision of the Contract Appeals Board, a settlement, or ratification approved by the CPO.

- Any District employee entering in to an oral agreement with a vendor without a valid written contract is subject to termination.
- If any supervisor directs a District employee to enter into an oral agreement without a valid written contract, the supervisor shall be terminated.

*See* D.C. Official Code § 2-359.01.

## 7.9 POLITICAL ACTIVITIES (“LOCAL HATCH ACT”)

Participation by District employees in political activity is government by the Local Hatch Act. “Political activity” is an activity that is directed toward the success or failure of a political party, candidate for partisan political office, partisan political group, ballot initiative or referendum.

When engaging in District campaigns or elections, D.C. government employees cannot knowingly solicit, accept, or receive a political contribution from any person (except if the employee has filed as a candidate for political office). D.C. Official Code § 1-1171.02

All D.C. government employees are prohibited from engaging in any political activity while:

- On duty;
- In any room or building occupied in the discharge of official duties in the D.C. government, including any agency or instrumentality thereof;
- Wearing a uniform or official insignia identifying the office or position of the employee; or
- Using any vehicle owned or leased by the District, including an agency or instrumentality thereof.

See D.C. Official Code § 1-1171.03(a).

*Important Note:*

*The fundraising restriction applies in the social media world as well. You cannot*

*fundraise through Twitter, Facebook, or other personal social media pages, for a candidate in a District regulated campaign or election. This includes providing links to the contribution pages of any of those entities' websites.*

D.C. Government employees may always:

- Take an active part in political management or in political campaigns (***but DON'T fundraise for District campaigns***)
- Contribute financially to any political activity
- Attend any political event, rally, or other activity; and
- Voice support for or endorse a candidate, but only in your private capacity (First Amendment).

See D.C. Official Code § 1-1171.02(a)

## 7.10 POST-EMPLOYMENT ETHICAL OBLIGATIONS

### **7.10.1 Permanent Prohibition—Personally and Substantially Participation**

A former government employee who participated personally and substantially in a particular government matter involving a specific party:

- Shall be permanently prohibited from knowingly acting as an attorney, agent, or representative in any formal or informal appearance before an agency, and
- Shall be permanently prohibited from making any oral or written communication to an agency with the intent to influence that agency on behalf of another person.

See 6B D.C.M.R. §§ 1811.3, 1811.4, 1811.8, and 1811.9

### **7.10.2 Two-Year Prohibition—Official Responsibility**

A former government employee who previously had official responsibility for a matter shall be prohibited for two years from knowingly acting as an attorney, agent, or representative in any formal or informal matter before an agency.

- A matter for which the former government employee had official responsibility is any matter that was actually pending under the former employee's responsibility within a period of one (1) year before the termination of such responsibility.
- The two-year period shall be measured from the date when the former employee's responsibility for a particular matter ends

*See* 6B D.C.M.R. §§ 1811.5, 1811.6, and 1811.7

### **7.10.3 One-Year Prohibition—Transactions with Former Agency**

A former government employee is prohibited for one year from having any transactions with the former agency intended to influence the agency, in connection with any particular government matter pending before the agency as to a particular matter pending before the agency or in which it has a direct and substantial interest, whether or not such matter involves a specific party. This restriction shall apply without regard to whether the former employee had participated in, or had responsibility for, the particular matter, and shall include matters that first arise after the employee leaves government service.

*See* 6B D.C.M.R. §§ 1811.10, 1811.11, and 1811.1; 18 U.S.C. § 207



# CERTIFIED BUSINESS ENTERPRISE PROGRAMS

## 8.1 ECONOMIC DEVELOPMENT PROGRAMS IN THE DISTRICT

The District government has enacted laws to stimulate and foster local economic growth and develop development of certified business enterprises (CBEs) and small business enterprises (SBEs). With regard to District procurements and contracts, the law identifies three requirements to which every agency must adhere.

**CBE Requirements in District Procurements**

Expendable Budget Goals	Mandatory Set Asides	Subcontracting Requirements
Each agency is required to procure or contract 50% of its expendable annual budget with qualified SBEs or, if there are not at least 2 qualified SBEs, then with qualified CBEs.	Contracts of \$250,000 or less must be set aside to qualified SBEs or, if there are not at least 2 qualified SBEs, to qualified CBEs.  <i>See Section 8.3</i>	All contracts greater than \$250,000 shall include a requirement that 35% of the total dollar amount of the contract be subcontracted to qualified SBEs or, if there are insufficient qualified SBEs, to qualified CBEs.  <i>See Section 8.4</i>

**Applicable Law: Small and Certified Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code §§ 2-218.01 *et seq***

## 8.2 CERTIFIED BUSINESS ENTERPRISE CATEGORIES

The Department of Small and Local Business Development (DSLBD) has identified eight categories of CBEs. In addition to mandatory set-asides, these enterprises are eligible to receive bid and proposal preferences, up to a maximum of 12 percent or 12 points in the evaluation of their bids or proposals. In order to receive preferences, offerors and bidders must be certified when they submit their proposals or bids. The preferences are shown below.

Certified Business Enterprise Categories	Preferences for Proposals	Preferences for Bids
Small Business Enterprise	3 points	3 percent
Resident-owned Business	5 points	5 percent
Longtime Resident Business	5 points	10 percent
Local Business Enterprise	2 points	2 percent
Local Business Enterprise with Principal Office in Enterprise Zone	2 points	2 percent
Disadvantaged Business Enterprise	2 points	2 percent
Veteran-owned Business Enterprise	2 points	2 percent
Local Manufacturing Business Enterprise	2 points	2 percent

### 8.3 ANNUAL ACQUISITION PLANNING

During annual acquisition planning, OCP staff should assist agencies in identifying any procurements that can be performed by CBEs.

### 8.4 MANDATORY SET ASIDES (CONTRACTS OR PROCUREMENTS OF \$250,000 OR LESS)

All contracts and procurements of \$250,000 or less are designated for (that is, “set aside”) for SBEs or, if there are not at least 2 qualified SBEs, for CBEs in the following manner:

- A. If there are at least 2 qualified SBEs on the District of Columbia Supply Schedule (DCSS) that can provide the goods or services, the contracting officer *shall* award contracts of \$250,000 or less to a qualified SBE on the DCSS.
- B. If there are not at least 2 qualified SBEs on the DCSS that can provide the goods or services, the contracting officer *shall* award contracts of \$250,000 or less to a qualified CBE on the DCSS.

*Note:* The contracting officer must provide a completed copy of the form in Appendix 8.A to DSLBD via [QuickBase](#) (DSLBD does not need to approve the form).

- C. If the price offered by the SBE or CBE on the DCSS is believed to be 12 percent or more above the likely price that the District could obtain for the good or service in

the open market, the contracting officer *may* decline to award a contract to a DCSS vendor, and may issue the solicitation in the set-aside market.

*Note:* The contracting officer must provide a completed copy of the form in Appendix 8.A to DSLBD via [QuickBase](#) (DSLBD does not need to approve the form).

## 8.5 SOLICITATIONS FOR MORE THAN \$250,000 IN THE SET-ASIDE MARKET

A contracting officer may restrict a solicitation valued at more than \$250,000 to the small business set-aside market if the contracting officer determines that there is a reasonable expectation that there are at least 2 qualified SBEs which (1) can provide the goods or services, and (2) that an award will be made at reasonable prices.

## 8.6 MANDATORY SUBCONTRACTING WITH CBEs

All contracts and procurements over \$250,000 (in the base period or in any individual option period) shall require the contractor to subcontract at least 35 percent of the contract amount for that specific base or specific option period (not the cumulative total), to qualified SBEs, and if there are insufficient qualified SBEs, then the requirement may be satisfied with qualified CBEs.

- A. **Exceptions to the CBE Requirement.** The 35 percent CBE requirement does not adhere to a particular procurement if:
  - (1) A full or partial waiver is granted by DSLBD (discussed in Section 8.6); or
  - (2) Special Procurement types (discussed in Section 8.7)
  
- B. **CBE Prime Contractors.** A CBE prime contractor is not required to subcontract 35 percent of the contract amount for the base or option periods. However, if any portion of the contract is subcontracted, the CBE prime contractor is required to subcontract at least 35 percent to CBEs.
  
- C. **Certified Joint Venture.** A prime contractor that is a certified joint venture (CJV) is not required to subcontract 35% of the contract amount for the base or option periods. However, if the CJV subcontracts any portion of the contract, the CVJ is required subcontract 35 percent to CBEs.

## 8.7 SUBCONTRACTING WAIVER AND APPROVAL PROCESS

### 8.7.1. Overview of the CBE Waiver Process

- A. **Initial Determination of Qualified SBEs/CBEs.** Prior to issuing a solicitation, the contracting officer must work with the agency and DSLBD to determine whether there are at least 2 qualified SBEs or CBEs available to whom at least 35% of the contract amount can be subcontracted.
- B. **Request for Waiver.** If there are not at least 2 qualified SBEs or CBEs, the contracting officer may submit a Subcontracting Waiver Request to DSLBD (the process is detailed below). *Importantly, DSLBD treats a contract's option period as*
- C. **Scope of Waiver.** Waiver requests may be for full or partial contracts, meaning that if a full (i.e., 100 percent) waiver is required, an application must be submitted 35 percent prior to the exercise of waived) or partial waiver (i.e., a small percentage of the total contract value). *If an option period is greater than \$1 million, a waiver must be submitted to submitting the option to*
- D. **Amending the Solicitation.** The contracting officer should amend the solicitation to either remove or modify the subcontracting requirements depending on whether DSLBD has approved a full or partial waiver. The approval process may take up to 25 days to complete (i.e., when DSLBD has issued a final decision) so plan accordingly.

### 8.7.2. Submitting a CBE Waiver Application

Only the Director of DSLBD can waive subcontracting requirements. The contracting officer must submit requests for a waiver of subcontracting requirements via [QuickBase](#). Requests must address the following elements:

- A. **The number of SBEs and CBEs qualified to perform the elements of the work.** If no SBEs or CBEs are qualified, the contracting officer must submit details as to what disqualifies the SBEs or CBEs. An example may be that available SBE or CBEs lack a specific certification (which must be included in the selection criteria), or cannot obtain the required certification in a reasonable amount of time thereby unduly delaying the procurement.
- B. **A summary of the market research or the outreach made to analyze the market.** This summary must detail the “primary” and “secondary” research done (including sources of information) and the quantitative and qualitative information used to determine that the SBE or CBE is not qualified.

- “Primary” research is information that comes directly from the vendors.
- “Secondary” research is that which is already compiled, organized and includes information gathered from reports and studies by government agencies, trade associations, or businesses within the target industry or market.

- C. **Alternative methods considered for acquiring the goods and services that would use SBEs and CBEs.** Provide documentation demonstrating the consideration(s) given. An example may be that the contract calls for certain tasks which can be divided out to a qualified SBE or CBE.

*NOTE:* In addition to the above information, the contracting officer must fully answer all the questions on the QuickBase site. A response of “not applicable” or “N/A” may delay processing of the waiver request. Give a brief narrative as to why something is not applicable.

### **8.7.3. Public Posting and Reassessing CBE Capability**

The assigned DSLBD compliance officer will post the waiver request on the DSLBD website for 10 days allowing for public review and input.

If an SBE or CBE contacts the contracting officer indicating the SBE or CBE has the capability to provide the goods or services:

- The contracting officer shall instruct the SBE or CBE to provide the contracting officer with written evidence demonstrating its capability with copy to DSLBD ([ronnie.edwards2@dc.gov](mailto:ronnie.edwards2@dc.gov)) and the OCP Ombudsman ([william.teague2@dc.gov](mailto:william.teague2@dc.gov));
- Upon receipt of the capability notice the contracting officer will present the evidence to the program agency for assistance in determining if there is agreement on the SBE or CBE’s capability;
- If the program agency determines that the SBE or CBE does not have the capability to provide the goods or services, the contracting officer shall within 36 hours of receipt of the capability evidence, send written notice of the decision to the SBE or CBE (with copy to the DSLBD and the OCP Ombudsman), listing the specific reason(s) for the decision; and
- If the program agency determines that the SBE or CBE has the capability to provide the goods or services, the contracting officer shall notify DSLBD and withdraw the waiver request, and request the SBE or CBE respond to the solicitation.
- In cases where no SBE or CBE provides a notice of capability, DSLBD will either respond in writing with an approved waiver; partial waiver, or a denial of the request. If a waiver request is denied, DSLBD will provide written justification for the denial to the contracting officer.

## 8.8 SPECIAL PROCUREMENT TYPES

The second type of dispensation of the 35 percent subcontracting requirement involve special types of procurements. Requests for waivers of mandatory subcontracting requirements are not necessary for the types of procurements listed below.

- **Cooperative Agreements.** Provide the authorization to enter into or participate in a cooperative agreement. For procurements of \$250,000 or less, provide a completed copy of the attached form (Attachment 1) that the procurement cannot be completed as a mandatory set-aside under section 8.3.
- **Federal Supply Schedules.** For procurements of \$250,000 or less, provide a completed copy of the attached form (Attachment 1) that the procurement cannot be completed as a mandatory set-aside under section 8.3.
- **Emergency Procurements.** A determination and finding for the emergency procurement must be provided in accordance with the requirements of 27 D.C.M.R. § 1702.
- **Funding precluding local preferences.** Contracts that are funded by funding sources that clearly preclude the use of local preferences. Provide a copy of the funding document or regulation.

However, within 10 business days of award, the contracting officer must provide documentation to DSLBD via [QuickBase](#) at to document the award. There is no need to address the waiver questions in Quickbase.

## 8.9 SUBCONTRACTING PLANS

Any contractor subject to the mandatory subcontracting requirement that 35 percent of the contract amount be subcontracted to SBEs must submit as part of its bid or proposal a subcontracting plan that contains the following information:

1. The name and address of each subcontractor;
  2. A current certification number of the small or certified business enterprise;
  3. The scope of work to be performed by each subcontractor; and 4. The price to be paid by the prime contractor to each subcontractor.
- **Invitation for Bids.** Bids shall be considered nonresponsive and rejected if a required subcontracting plan is not submitted with the bid or if the plan does not include the information listed above.
  - **Request for Proposals.** If the subcontracting plan submitted with a proposal is not acceptable, the plan may be corrected through negotiations. The offeror must submit an

acceptable subcontracting plan no later than the date for submission of its best and final offer.

- **Design-Build Contracts.** The prime contractor in a design-build contract is not required to identify specific subcontractors prior to performing preconstruction services; however, the prime contractor must submit a detailed subcontracting plan before entering into a guaranteed maximum price or such other contractual action authorizing the contractor to begin construction.

**IMPORTANT NOTE**

*After award, the prime contractor cannot amend an approved subcontracting plan without the consent of the Director of DSLBD*

NOTE: The contracting officer must approve a subcontracting plan prior to award.

## 8.10 RENEWALS OR OPTIONS

If a contract is awarded to an SBE or CBE, its follow-on or renewal must be set aside for SBEs or CBEs. Prior to exercising an option period, the contracting officer will ensure the option period has an approved subcontracting plan if one is required. If, prior to exercising an option period, the contracting officer finds that there is no required subcontracting plan in place, the contracting officer will either obtain a subcontracting plan from the contractor, or follow the processes outlined in section 8.6 to ensure a subcontracting waiver is received from DSLBD before exercising the option. Options not in compliance will be considered void.

The contracting officer may not renew or extend a contract that is not in compliance with the subcontracting requirements.

## 8.11 UPON AWARD OF A CONTRACT OVER \$250,000

Upon award of a contract over \$250,000, the contracting officer will submit the contract and any approved subcontracting plan to DSLBD via QuickBase.

## 8.12 PERFORMANCE REQUIREMENTS IN AN AWARDED CONTRACT

- A. A CBE prime contractor must perform at least 35 percent of the contracting effort with its own organization and resources, and if it subcontracts, 35 percent of the subcontracted effort must be with CBEs.

- B. For contracts valued at \$1 million or less, a CBE prime contractor must perform at least 50% of the on-site work with its workforce.
- C. For a certified joint venture, the CBE must perform at least 50 percent of the contracting effort with its own organization and resources, and if it subcontracts, 35 percent of the subcontracted effort must be with CBEs
- D. Any CBE that has been utilized to meet the mandatory subcontracting requirements must perform at least 35 percent of the subcontract with its own organization and resources.

## 8.13 PRIME CONTRACTOR REPORTING REQUIREMENTS

The prime contractor is required to provide executed copies of all subcontracts and quarterly reports for each subcontract identified in its subcontracting plan to the contracting officer, project manager, DC Auditor and DSLBD. The contracting officer is responsible for maintaining copies of all subcontracts.

## 8.14 MONITORING COMPLIANCE WITH CBE REQUIREMENTS

Contracting officers are responsible for monitoring a contractor's compliance with CBE requirements. The contracting officer may rely on the contract administrator for assistance; however, it is the contracting officer's responsibility to monitor compliance.

Contracting officers are responsible for ensuring timely reporting from contractors. If a contractor does not provide timely reports, the contracting officer must contact the contractor in writing.

If the contractor has an ongoing failure to provide the required reports in a timely fashion, the contracting officer should send a certified notice to cure, and warn the contractor that failure to provide the reports, or failure to comply with the plan (unless approved by DSLBD), may result in contract termination, monetary penalties being assessed by DSLBD, and may also result in preventing the exercise of option periods.

### APPENDIX 8-A

## DETERMINATION FOR NON-USE OF DCSS OR SBE SET-ASIDE MARKET

### DETERMINATION FOR NON-USE OF DCSS OR SBE SET-ASIDE MARKET

Agency: \_\_\_\_\_

Purchase Card Transaction # or PO: \_\_\_\_\_

Vendor: \_\_\_\_\_

1. Authority: DC Official Code §§ 2-218.44; 2-218.45

2. Good or Service Purchased: \_\_\_\_\_

3. Awarded Amount: \_\_\_\_\_

**4. Evidence of Good Faith Effort:**

- A pre-solicitation or pre-bid conference was conducted to inform certified business enterprises of contracting and subcontracting opportunities. *Attach the attendee list, date and location*
- Certified business enterprises were invited to participate in the solicitation. *Briefly describe how this invitation was issued and when*
- No SBE/CBE response to a Request for Information (RFI) was issued on \_\_\_\_\_.
- DSLBD was contacted to assist in identifying or recruiting qualified and responsible certified business enterprises however none were identified.
- Market research was conducted to identify qualified certified business enterprises. *Provide a brief narrative outlining the research and results*

**5. Justification to Not Use DCSS or Award to a SBE or CBE:**

- Good or Service not available on DCSS.
- No qualified SBE or CBE identified that can provide required good/service. *Attach an explanation of why the qualified SBEs or CBEs could not provide*
- No qualified SBE or CBE responded to solicitation.
- Bids submitted by SBE or CBE were more than 12% price on open market. *Please provide the price(s) quoted by the SBE or CBE*
- After preference points applied, the SBE or CBE was not the successful bidder/offeror

**DETERMINATION**

*Procurement Procedures Manual*

Based on the information above, the agency has determined that the DCSS or the set-aside market could not be used for this procurement.

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Date

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Contracting Officer or Contract Specialist

<b>Acceptance</b>	The act of accepting any offer. To be binding, acceptance must be: <ol style="list-style-type: none"> <li>1. Definite;</li> <li>2. Communicated; and</li> <li>3. Unconditional (acceptance that is conditional upon a change in the offer is actually a counteroffer, in which case acceptance to the original offer is not binding).</li> </ol>
<b>Acquisition Plan</b>	The acquisition plan is an administrative tool in which agency program offices report their upcoming formal contract actions. It is designed to assist the program and procurement offices in planning effective and efficient accomplishments of an assigned procurement.
<b>Acquisition Planning</b>	The process by which the efforts of all personnel responsible for procurement are coordinated and integrated through a comprehensive plan for fulfilling an agency's need in a timely manner and at a reasonable price. It includes developing an overall acquisition strategy for managing the acquisition plan.
<b>Actual Costs</b>	Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted for applicable variances.
<b>Advance Payments</b>	Payments made prior to performance of services or delivery of supplies.
<b>Agency Head</b>	The director or chief official, regardless of actual title, of any District agency, office, department, or other entity of the District.
<b>Allowable Costs</b>	Costs determined to be permissible based on reasonableness, allocability, and generally accepted accounting principles and practices appropriate to the particular circumstances.

# Glossary

## of Procurement Terms

<b>Amendment</b>	Any change to a solicitation issued by a contracting officer.
<b>Assignment of Contract Payments</b>	The transfer by a contractor to a financial institution of the contractor's right to receive payments under the contract.
<b>Award Information</b>	Information regarding the name of the contractor and the amount of the contract award.
<b>Bid Bond</b>	A form of security assuring that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written contract within the time specified in the bid.
<b>Bid Samples</b>	A sample to be furnished by a bidder to show the characteristics of the product offered in a bid.
<b>Bid Security</b>	A form of guarantee assuring that the bidder will not withdraw a bid within the period specified for acceptance and will execute a written contract and furnish required bonds or other security, including any necessary coinsurance agreements, within the time specified in the solicitation, unless a longer time is allowed, after receipt of the specified forms.
<b>Bilateral Modification</b>	A contract modification that is signed by the contractor and the contracting officer.
<b>Blanket Purchase</b>	A pre-contractual agreement with a vendor which allows an agency to make small purchases by issuing a purchase order for each individual purchase.
<b>Board</b>	The Contract Appeals Board.

- Bond** A written instrument executed by a contractor (the principal), and a second party (the surety or sureties), to assure fulfillment of the principal's obligations to a third party (the obligee or District), identified in the bond. If the principal's obligations are not met, the bond assures payment, to the extent stipulated, of any loss sustained by the obligee.
- Brand Name Description** A purchase description that identifies a product by its brand name and model, part number, or other appropriate nomenclature by which the product is offered for sale.
- Certified Business Enterprises (CBE)** Vendors who have been certified by the DC Department of Small and Local Business Development.
- Change-of-Name Agreement** A legal instrument executed by the contractor and the District that recognizes the legal change of name of the contractor without disturbing the original contractual rights and obligations of the parties.
- Change Order** A written order signed by the contracting officer directing the contractor to make a change that the contracting officer is authorized to order without the contractor's consent pursuant to the
- Claim** A written demand or written assertion by the District or a contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract.
- Clarification** Communication with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation, either in response to District inquiry or as initiated by the offeror.
- Commercial Off TheShelf (COTS)** An item produced and placed in stock by a contractor, or stocked by a distributor, before receiving orders or contracts for its sale. COTS items require no unique District modification to meet the needs of the District.

**Competition**

A procurement strategy where more than one contractor that is capable of performing the contract is solicited to submit an offer for supplies and services. The successful offeror is selected on the basis of criteria established by the agency's contracting office and the program office for which the work is to be performed.

**Competitive Sealed Bidding (IFB)**

A method of contracting that, through an "Invitation for Bids", solicits the submission of competitive bids, followed by a public opening of the bids. A contract is then awarded to the responsible bidder who submitted the lowest priced responsive bid.

**Competitive Sealed( Proposals (RFP)**

A process which includes the submission of written technical and price proposals from one or more offerors and a written evaluation of each proposal in accordance with evaluation criteria set forth in the Request for Proposals. These criteria consider price, quality of the items, past performance, and other relevant factors. contract.

<b>Competitive Range</b>	The contracting officer determines the competitive range on the basis of cost or price and other factors, in accordance with the evaluation criteria stated in the RFP, and shall include all of the most highly rated proposals. If all of the offerors have been notified in the solicitation of the possibility that the competitive range can be limited for purposes of efficiency, the contracting officer may determine to limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
<b>Contract</b>	A mutually binding agreement between the District and a contractor, which must be in writing unless otherwise authorized by the PPRA, including agreements in which a party other than the District is obligated to pay the contractor. Contracts do not include grants.
<b>Contractor</b>	A person that enters into a contract with the District. The person may take the form of a corporation, a partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.
<b>Contract Administration</b>	All services associated with the oversight of the contractor's performance.
<b>Contract Award</b>	Occurs when the contracting officer and the contractor have signed the contract.
<b>Correction</b>	The elimination of a defect.
<b>Cost</b>	The amount paid or charged for something. Cost does not include the contractor's profit.

**Cost or Pricing Data** All facts as of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projects, they do include the data forming the accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significance bearing on cost.

**Cost-Plus-Award-Fee Contract** A cost-reimbursement type contract which provides for a fee consisting of an amount fixed at the beginning of the contract and potential award of additional fee amounts based upon a judgmental evaluation by the contracting officer, sufficient to provide motivation for excellence in contract performance.

**Cost-Plus-Fixed-Fee Contract** A cost-reimbursement type contract which provides for the payment of a fixed fee to the contractor. The fixed fee, once negotiated, does not vary with actual cost, but may be adjusted as a result of any subsequent changes in the work or services to be performed under the contract.

**Cost-Plus-Incentive-Fee Contract** A type of contract that specifies a target cost, a target and maximum fees, and a fee adjustment formula.

**Cost-Reimbursement Contract** A contract under which the District reimburses the contractor those contract costs, within a stated ceiling, which are allowable and allocated in accordance with cost principles, plus a fee, if any.

**Council** The Council of the District of Columbia.

**Cure Notice** A notice in writing in which the contracting officer specifies the contractor's failure to perform some provision of the contract or failure to make sufficient progress on contract performance so as to endanger performance of the contract. The notice includes a period of time in which the contractor will be allowed to cure the failure.

**Debarment** Action taken by the Director to exclude a contractor from District contracting and District-approved subcontracting for a reasonable, specified period. A contractor so excluded is debarred.

**Deficiency** A material failure of a proposal to meet a District requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

**Definite-Quantity Contract** A contract that provides for delivery of a definite quantity of specific supplies or services for a fixed period, with deliveries to be scheduled at designated locations.

**Definitive Contract** The contract executed pursuant to letter contract commitment.

**Deliverable** A report or product that must be delivered to the District by the contractor to satisfy contractual requirements.

**Descriptive Literature** Information (such as cuts, illustrations, drawings and brochures) which shows the characteristics or construction of a product or explains its operation.

**Destination** The point designated in the contract at which the end product is received.

**Determination and Findings (D&F)** A special form of written approval by an authorized official that is required by statute or regulation as a prerequisite to taking certain contracting actions. The determination is a conclusion or decision supported by the findings. The findings are statements of fact or the rationale essential to support the determination and cover each applicable requirement of the statute or regulation.

**Direct Cost** Any cost that can be identified specifically with a particular final cost objective or is incurred directly for a particular contract.

**Direct Labor** Labor required to complete a product or service. This includes fabrication, assembly, inspection and test for constructing an end product.

**Direct Materials** Includes raw materials, purchase parts and subcontracted items required to manufacture and assemble completed products. A direct material cost is the cost of material used in making the product.

**Discussion**

Any oral or written communication between the District and an offeror (other than communications conducted for the purpose of minor clarification) whether or not initiated by the District, that involves information essential for determining the acceptability of a proposal, or provides the offeror an opportunity to revise or modify its proposal.

**Dispute**

A disagreement between the contractor and contracting officer regarding the rights of the parties under a contract.

**District of Columbia  
Supply Schedule(DCSS)**

A series of schedules and identified vendors compiled by the Office of Contracting and Procurement (OCP) commonly used for goods and services available to District government agencies at specified negotiated prices on single and multiple awards.

**Effective Date of**

**Termination**

to stop performance under the contract. If the termination notice is received by the contractor subsequent to the date fixed for termination, then the effective date of termination is the date the notice is received by the contractor.

**Emergency Procurement**

A procurement action initiated and processed when there is an imminent threat to the public health, welfare, property, or safety to prevent or minimize serious disruption in agency operations.

**Encumbrance**

The reserving of funds for obligation at the time the contract is signed by a warranted contracting officer.

**Estimating Costs**

The process of forecasting a future result in terms of cost based on information available at the time.

**Excluded Parties List**

A list compiled, maintained, and distributed by the District that contains the names of persons debarred or suspended by the District as well as contractors declared ineligible under other regulatory authority.

**Executed**

Agreed to and signed by the parties to a transaction.

**Free on board** a contractual term specifying at what point a seller is responsible for shipping cost or point at which the buyer takes title to a good.

**Free on board Destination** A contractual Term that specifies that buyer takes title to goods and assumes the costs of goods being shipped to it by a supplier once the goods leave the supplier's shipping dock at the destination shipping dock.

**Free on Board Shipping Point**

A contractual Term that specifies that buyer takes title or assumes the costs of goods being shipped to it by a supplier once the goods leave the supplier's shipping dock.

**Firm-Fixed Price Contract** A contract where the price is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This type of contract places maximum risk and full responsibility for all costs and resulting profit or loss upon the contractor. It provides a maximum incentive for the contractor to control costs and perform effectively.

**Fiscal Year** The accounting period for which annual financial statements are regularly prepared.

**Fixed-Price Contract with Economic Price Adjustment**

A fixed-price type contract that provides for the upward and downward revision of the stated contract price upon the occurrence of certain contingencies that are specifically defined in the contract.

**Fixed-Price Incentive Contract** A fixed-price type contract that provides for adjustment of the contract price subject to a ceiling, establishes the final contract price based on the relationship of final negotiated price to target price. After performance of the contract, the final cost is negotiated and the final contract price is then established in accordance with a formula.

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**Fringe Benefits**

Allowances and services provided by the contractor to  
as compensation in addition to regular wages and sala

**Government Furnished  
Property**

Equipment and facilities furnished by the District to  
acquired by a contractor at the District's expense for  
performance of a contract.

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**Human Care Agreement**

A written agreement for the procurement of education, health, human, or social services to be provided to individuals who have disabilities or are disadvantaged, elderly, indigent, mentally ill, physically ill, unemployed, or in the custody of the District.

**Incentive Contract**

A fixed-price or cost-reimbursement type contract with a provision for relating the amount of profit or fee payable under the contract with the contractor's performance in order to achieve procurement objectives.

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<b>Indefinite-Quantity Contract</b>	A contract that provides for an indefinite quantity, within written stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor. The contract requires the District to order and the contractor to furnish at least a stated minimum of supplies or services.
<b>Indirect Cost Rate</b>	The percentage of dollar factor that expresses the ratio of indirect expense incurred in a given period to direct labor cost, manufacturing cost, or another appropriate base for the same period.
<b>Indirect Costs</b>	Any cost not directly identified with a single contract, but identified with two (2) or more final cost objectives or an intermediate cost objective.
<b>Inspection</b>	Examining and testing supplies, services, or construction to determine whether they conform to contract requirements. This includes, when appropriate, examination and testing of raw materials, components, and intermediate assemblies.
<b>Insurance</b>	A contract which provides that, for a stipulated consideration, the insurer undertakes to indemnify the insured party against risk of loss, damage, or liability arising from an unknown or contingent event
<b>Interested Party</b>	An actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract, or who is aggrieved in connection with the solicitation of a contract.
<b>Invitation for Bids (IFBs)</b>	A solicitation used to request price offers for goods, services and construction under competitive sealed bidding procedures.

**Letter Contract**

A written preliminary contractual instrument that authorizes the contractor to begin immediately manufacturing or delivering supplies or performing services. A letter contract is always associated with a definitive contract, and a letter contract by itself cannot be the sole document used for a complete procurement.

**Lowest Evaluated Bid Price**

The lowest bid price after considering all price related factors.

**Market Analysis**

The process of analyzing prices and trends in the competitive marketplace to compare product availability and offered prices with market alternatives and establishes the reasonableness of offered prices. The market analysis is one of the elements of the price analysis.

**Markey Survey**

A testing of the marketplace to ascertain whether other qualified sources capable of satisfying the District's requirement exist. It may range from written or telephone contacts with knowledgeable experts regarding similar or duplicate requirements, and the results of any market test recently undertaken, to the more formal sources-sought announcements in pertinent publications (such as technical or scientific journals or the Commerce Business Daily) or solicitations for information or planning purposes.

**Maximum Order Limitation**

The dollar amount or unit quantity above which a contracting officer may not submit orders and a contractor may not accept orders. The limitation is generally specified in the contract.

**Multi-Year Contract**

**Notice of Intent to**

A contract for a period longer than twelve months.

A written notice to the apparent awardee advising of intent to award

**Minimum Order**

The dollar amount or unit quantity below which a contractor may not submit orders and a contractor is not obligated to accept orders. It is generally specified in each contract. Established minimums are generally subject to contract acceptance

**Minor Informality or Irregularity**

Some immaterial defect in a bid or variation of a bid that does not meet requirements of the IFB that can be corrected or waived without being prejudicial to other bidders. The defect is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost of the requirement.

**Multiple Award Schedule**

A contract made with more than one (1) supplier to provide supplies and services at varying prices for delivery to a geographic area.

**Award** the contract contingent upon the execution of any required bonds and the formal contract, and obtaining all necessary approvals.

**Novation Agreement** A legal instrument executed by a contractor (transferor), the successor in interest (transferee), and the District by which, among other things, the District recognizes the transfer of the rights and obligations of a contractor under a contract to a new contractor.

**Option** A unilateral right in a contract under which, for a specified time, the District may elect to purchase additional quantities or services called for by the contract, or may elect to extend the term of the contract.

**Organizational Conflict of Interest** When the nature of the work to be performed under a proposed District contract might, without some restraint on future activities, result in an unfair competitive advantage to a contractor or impair a contractor's objectivity in performing contract work.

**Partial Payment** The reduction of any debt or demand for payment of a sum less than the whole amount originally due to the contractor.

**Partial Termination** The termination of a part, but not all, of the work that has not been completed and accepted under a contract.

**Payment Bond** A bond to assure payment to all persons supplying labor or material in the performance of the work provided for in the contract.

**Performance Bond** A bond that secures performance and fulfillment of the contractor's obligations under the contract.

**Post-Execution** After signature by the contracting officer on a contract, change order, or modification.

**Postmark** A printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. or Canadian Postal Service.

<b>Pre-Award Survey</b>	A detailed review (sometimes on-site) of contractor to ascertain information sufficient to make a determination regarding responsibility.
<b>Price</b>	Cost plus any fee or profit applicable to the contract type.
<b>Price Analysis</b>	The process of examining and evaluating a proposed price by comparing it with other offered prices, or prices previously paid for similar goods or services without evaluating its separate cost elements and proposed profit.
<b>Price Ceiling</b>	An amount established during negotiations or at the discretion of the contracting officer which constitutes the maximum that may be paid to the contractor for performance of a contract.
<b>Procurement</b>	Buying, purchasing, renting, leasing, or otherwise acquiring goods, services, or construction.
<b>Procurement Practices Reform Act (PPRA)</b>	The procurement law applicable to all subordinate the agencies, instrumentalities, and employees of the District government, independent agencies, boards, and commissions, except as provided in the Act or other statute.
<b>Profit</b>	The amount realized by a contractor after the cost of performance (both direct and indirect) is deducted from the amount to be paid under the terms of the contract.
<b>Progress Payment</b>	A payment made on the basis of services completed or supplies delivered.
<b>Proposal</b>	Any offer or other submission used as a basis for pricing a contract, contract modification, or termination settlement or for securing payments thereunder.

<b>Proprietary Information</b>	<p>Information, including trade secrets, data, formulas, patterns, compilations, programs, devices, methods, techniques, or processes, which have the following characteristics:</p> <p>It derives independent economic value, actual or potential, from not being generally known to, and not being readily</p> <ol style="list-style-type: none"><li>1. ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; or</li><li>2. It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.</li></ol>
<b>Prospective Price Determination</b>	<p>A contract type which provides for a firm-fixed-price for an initial period of contract deliveries or performance and for a redetermination of the price or subsequent period of performance at a stated time or times during performance</p>
<b>Protest</b>	<p>A complaint about a solicitation of a contract brought by an actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or award.</p>
<b>Purchase Order</b>	<p>An offer by the District to buy certain supplies, services, or other items from commercial sources, upon specified terms and conditions.</p>
<b>Request for Information (RFI)</b>	<p>A request for information is used when the District does not presently intend to award a contract, but needs to obtain price, delivery, other market information, or capabilities for planning purposes. Responses to requests for information notices are not offers and cannot be accepted by the District to form a binding contract.</p>
<b>Request for Quotation (RFQ)</b>	<p>A solicitation document used in simplified acquisitions to communicate District requirements to prospective contractors.</p>
<b>Request for Proposal (RFP)</b>	<p>A solicitation document used in a competitive sealed proposal method of procurement, to communicate the District's requirements to prospective offerors, when the use of competitive sealed bidding is not practical, and the award will be based on both price and nonprice evaluation factors specified in the solicitation.</p>
<b>Responsive Bidder</b>	<p>A bidder, who has submitted a bid that conforms in all material respects to the invitation for bids.</p>

<b>Show Cause Notice</b>	A notice in which the contracting officer notifies the contractor in writing of the possibility of a termination for default. The notice calls the contractor's attention to the contractual liabilities if the contract is terminated for default, and request the contractor to show cause why the contract should not be terminated for default.
<b>Single Award Schedule</b>	A contract made with one (1) supplier at a stated price for specific items and for delivery to a geographic area defined in the schedule.
<b>Small Purchase</b>	A procurement of supplies, services, or other items in an aggregate amount not exceeding the small purchase authority limitations.
<b>Surety</b>	A party legally liable for the debt, default, or failure of a principal to satisfy a contractual obligation.
<b>Subcontract</b>	A contract between a prime contractor (or, in some instances, a subcontractor) and a subcontractor to furnish supplies or services for performance of a part of a prime contract or another subcontract.
<b>Subcontracting Plan</b>	A written plan submitted by a prime contractor and approved by a contracting officer, that describes goals and actions the contractor plans to take to use small and other certified business enterprises in performing the contract.
<b>Subcontractor</b>	A person that furnishes supplies or services to or for a prime contractor or another subcontractor.
<b>Supplemental Agreement</b>	A bilateral contract modification.
<b>Suspension</b>	Action taken by the Director to disqualify a contractor temporarily from contracting with the District and subcontracting with District contractors. A contractor so disqualified is suspended.
<b>Target Price</b>	An amount established by the contracting officer during negotiations to encourage the contractor to control contract costs. The contractor's final profit varies inversely with the final cost of the contract.

<b>Technical Evaluation Analysis</b>	The examination and evaluation by personnel having specialized knowledge, skills, experience, or capability in engineering, science, or management of proposed quantities and kinds of material, labor, processes, special tooling, facilities, and associated factors set forth in a proposal.
<b>Term Contract</b>	A requirements contract or an indefinite-quantity contract
<b>Terminated Portion of the Contract</b>	The portion of a terminated contract that relates to work or end items not completed and accepted before the effective date of termination and is that portion of the contract which the contractor is not to continue to perform. For construction contracts that have been completely terminated for convenience, it means the entire contract, notwithstanding the completion of or payment for individual items of work before termination.
<b>Termination for Default</b>	The exercise of the District's contractual right to terminate, completely or partially a contract because of the contractor's actual or anticipated failure to perform its contractual obligations.
<b>Testing</b>	The element of inspection that determines the properties or elements, including functional operation of supplies or other components, by the application of established scientific principles and procedures.
<b>Title 27, District of Columbia Municipal Regulations</b>	The District's regulations relating to contracts and procurement.
<b>Time-and-Materials Contract</b>	A type of contract that provides for the procurement of supplies or services on the basis of direct labor hours at specified fixed hourly rates (which include wages, overhead, general and administrative expenses, and profit) and material at cost.
<b>Trade Discount</b>	A price allowance or deduction, usually as a percentage, allowed to different classes of customers.

- Two-Step Sealed Bidding** A method of contracting designed to obtain the benefits of competitive sealed bidding when adequate specifications are not available at the beginning of the solicitation process.
- Unallowable Cost** Any cost which, under the provisions of any pertinent law, regulation, or contract, cannot be included in prices, costreimbursements, or settlements under a District contract to which it is allocable.
- Unauthorized Commitment** The placing of an order orally or in writing for supplies or services by a District employee who does not have a contracting officer warrant authorizing them to enter into a contract on behalf of the District. Unauthorized commitments also include orders placed by contracting officers which exceed their authorized purchasing limit.
- Underwriting Limitation** The maximum amount for which a surety can be liable under a bond or other security.
- Unilateral Modification** A contract modification that is signed only by the contracting officer which effects a contract change directed by the District.
- Unsolicited Proposal** A written proposal that is submitted to an agency on the initiative of the submitter for the purpose of obtaining a contract with the District and that is not in response to a solicitation
- Warranty** A promise or affirmation given by a contractor to the District regarding the nature, usefulness, or condition of the supplies, services, or construction furnished under a contract.

**Attachment 45 — Pcard Spend for Citywide and  
Emergency Cards**

<b>Agency</b>	<b>Total Spend FY 25 to Date</b>
AA0 EOM	\$896,151.61
AC0 ODCA	\$99,914.16
AD0 OIG	\$169,271.76
AE0 OCA	\$107,896.10
AF0 CAB	\$20,427.04
AG0 BEGA	\$107,565.27
AH0 MOLC	\$4,900.68
AI0 OSA	\$55,382.43
AK0 OLRCB	\$47,871.24
AM0 DGS	\$388,516.07
AP0 APIA	\$49,677.54
AQ0 OLGQTQA	\$16,167.23
AR0 SIA	\$81,995.14
AS0 OFRM	\$37,947.97
AT0 OCFO	\$273,545.32
BA0 OS	\$246,582.78
BD0 OOP	\$52,051.63
BE0 DCHR	\$171,908.94
BG0 ECF	\$2,338.00
BJ0 OOOZ	\$33,361.71
BN0 HSEMA	\$319,006.54
BX0 CAH	\$151,491.30
BY0 DAOL	\$67,815.40
BZ0 OLA	\$72,203.27
CB0 OAG	\$221,353.49
CE0 DCPL	\$313,979.28
CF0 DOES	\$862,242.74
CG0 PERB	\$17,241.55
CH0 OEA	\$45,310.69
CI0 OMPTV	\$512,300.77
CJ0 OCF	\$23,293.37
CQ0 OTA	\$1,307,065.16
CR0 DLCP	\$132,497.02
CU0 DOB	\$127,591.10
DA0 RPTA	\$18,576.77
DB0 DHCD	\$68,106.01
DC0 OLG	\$127,354.42
DH0 PSC	\$141,328.91
DJ0 OPCOUNS	\$246,311.93
DL0 BOE	\$406,055.31
DQ0 CJDT	\$203.48

**Attachment 45 — Pcard Spend for Citywide and  
Emergency Cards**

<b>Agency</b>	<b>Total Spend FY 25 to Date</b>
DR0 RHC	\$24,694.73
DV0 JNC	\$11,513.27
DX0 ANC	\$59,774.82
EB0 DMPED	\$52,001.39
EN0 DSLBD	\$144,449.98
FA0 MPD	\$960,676.68
FB0 FEMS	\$2,097,046.09
FH0 OPOLC	\$40,815.71
FI0 CIC	\$78,909.53
FJ0 CJCC	\$98,761.19
FK0 DCNG	\$202,344.30
FL0 DOC	\$238,651.32
FO0 OVSJG	\$155,684.97
FQ0 DMPSJ	\$290,352.24
FR0 DFS	\$391,385.53
FS0 OAH	\$24,208.00
FX0 OCME	\$99,629.91
FZ0 DCSCCR	\$32,870.05
GA0 DCPS	\$11,261,449.88
GD0 OSSE	\$675,893.95
GE0 DCSBE	\$154,864.15
GL0 DCSAA	\$380,252.56
GW0 DME	\$73,685.66
HA0 DPR	\$460,114.06
HC0 DOH	\$622,856.43
HG0 DMHHS	\$30,671.82
HM0 OHR	\$39,950.36
HT0 DHCF	\$82,000.35
JA0 DHS	\$399,779.19
JM0 DDS	\$175,335.87
JR0 ODR	\$69,915.21
JS0 MODDHH	\$36,361.43
JZ0 DYRS	\$1,192,470.58
KA0 DDOT	\$455,299.60
KG0 DOEE	\$759,822.06
KT0 DPW	\$867,903.25
KV0 DMV	\$311,305.04
LQ0 ABCA	\$188,347.27
MA0 CCRC	\$5,211.17
NS0 ONSE	\$128,471.57
PO0 OCP	\$384,139.15

**Attachment 45 — Pcard Spend for Citywide and  
Emergency Cards**

<b>Agency</b>	<b>Total Spend FY 25 to Date</b>
PX0 PCARD	\$6,894,527.89
RC0 MORCA	\$53,417.50
RJ0 CIA	\$13,971.55
RK0 ORM	\$9,187.65
RL0 CFSA	\$276,963.76
RM0 DBH	\$302,302.50
RO0 OFC	\$36,307.25
SR0 DISB	\$197,472.69
TC0 DFHV	\$187,619.02
TO0 OCTO	\$202,685.59
UC0 OUC	\$155,854.44
VA0 OVA	\$26,282.84

**OCP OMBUDSMAN - FY 25 – FY26 YTD COMPLAINT  
RESOLUTION PROCESS**

**Question #54**

**OMBUDSMAN PROCESS**

**Process Overview:**

Complaints may be submitted using the following methods, including:

- [OCP Ombudsman Online In-Take Form](#), via the US Postal Service, in-person, or email at [ocp.ombudsman@dc.gov](mailto:ocp.ombudsman@dc.gov);
- by telephone at (202) 724-4197; or
- in person.

In recent years, inquiries have largely been by phone or e-mail and generally more focused on clarification or education regarding the procurement process. Additional information on how complaints are handled can be viewed at OCP's [Complaint Handling Procedures & Approaches](#).

**Procedures:**

The Ombudsman can be reached at [ocp.ombudsman@dc.gov](mailto:ocp.ombudsman@dc.gov) or by phone at (202) 724-4197.

For complaints, a standard form is available for download from the OCP website with instructions on how to prepare the complaint, inquiry, etc. For those actions received in-person or by phone, the OCP Ombudsman's office will assist in completing the form. Regardless of the disposition of complaint or inquiry, each will be logged in and closed in writing. The steps for handling a complaint or inquiry are as follows:

- Incoming complaints will be screened to examine whether they are within the purview of the OCP Ombudsman and whether they have an apparent case warranting investigation.
- Does the complaint clearly state the problem, desired remedy and prior actions taken to resolve the matter?
- Complainants "screened in" will be evaluated within three days of receipt and a determination made as to resolution disposition e.g. mediation or full investigation.
- Full investigation would be warranted where gross misconduct, etc. were suspected. In those cases, OPIC will be immediately advised for possible assistance, and a notice will be sent to the OCP Chief of Staff.
- The goal is to complete/resolve non-complex complaints within 10 business days. Complex complaints involving investigation will be completed on a case-by-case basis with the goal of not exceeding 15 business days.
- For complainants "screened out", the complainant will be notified of the reasons for not pursuing the case and as appropriate include suggestions for other remedies or means of resolving the concern.

**OCP OMBUDSMAN - FY 25 – FY26 YTD COMPLAINT  
RESOLUTION PROCESS**

- At the conclusion of an inquiry or investigation, the OCP Ombudsman will present in writing its findings to the complainant. For cases resolved by mediation, the OCP Ombudsman will confirm in writing the settlement agreement between the two parties.
- If the OCP Ombudsman discovers administrative or process faults on the part of OCP or an Agency, the OCP Ombudsman will make recommendations for improvement, correcting a faulty procedure or recommending other remedial measures.

**Complaint Resolution Approaches:**

**Inquiry:** Inquiry is the process of handling complaints that lend themselves to reaching quick resolution. The Agency or Contract Officer under complaint will be asked to respond (to the Ombudsman) and as appropriate to the complaining organization as well:

- The OCP Ombudsman will examine the response to the complainant's claim and where applicable, with any other relevant information, present the findings of the complainant.
- When more in-depth probing is needed, the OCP Ombudsman may elect to conduct a full investigation (possibly engaging OPIC for assistance)

**Mediation:** Mediation will be used when the complaint involves minor or no obvious maladministration:

- This is a voluntary process where the complainant and the Agency or Contract Officer under complaint agree to discuss the matter at a meeting or by phone to explore mutually acceptable solutions.
- The OCP Ombudsman will moderate the discussion as an impartial facilitator for the parties to reach agreement.

If mediation fails, the OCP Ombudsman may initiate a full investigation or make specific recommendations to OCP and Agency Senior staff to assist in reaching a resolution.

**Full Investigation:** Full investigations may be necessary in complex complaints which appear to involve issues of principle, serious maladministration, systemic flaws, or those which simply require deeper probing.

- Full investigations may involve assistance from OPIC, OCP General Counsel or OAG.
- The results of the investigation and recommended corrective actions will be shared with OCP Senior Staff and the complainant.

The OCP Ombudsman (in partnership with OPIC), will monitor the implantation of corrective actions and improvements – in the absence of implantation or improvement, additional steps may be taken with District's Chief Procurement Officer, OCP General Counsel and as needed, the OAG and the OIG.

**OCP OMBUDSMAN - FY 25 – FY26 YTD COMPLAINT  
RESOLUTION PROCESS**

**Requests for 2<sup>nd</sup> Review:** For cases "screened out", complainants can make an appeal to the OCP Ombudsman in writing with justifications. The OCP Ombudsman, with assistance from OPIC, will "reassess" such cases and consider the complainants' grounds to decide whether the case should be re-opened for further follow-up actions and report on the same.

In the review report, the OCP Ombudsman will make a final recommendation on whether the original conclusion should be upheld or varied. Apart from requesting a review, the complainants may seek a judicial review of the OCP Ombudsman's recommendations.