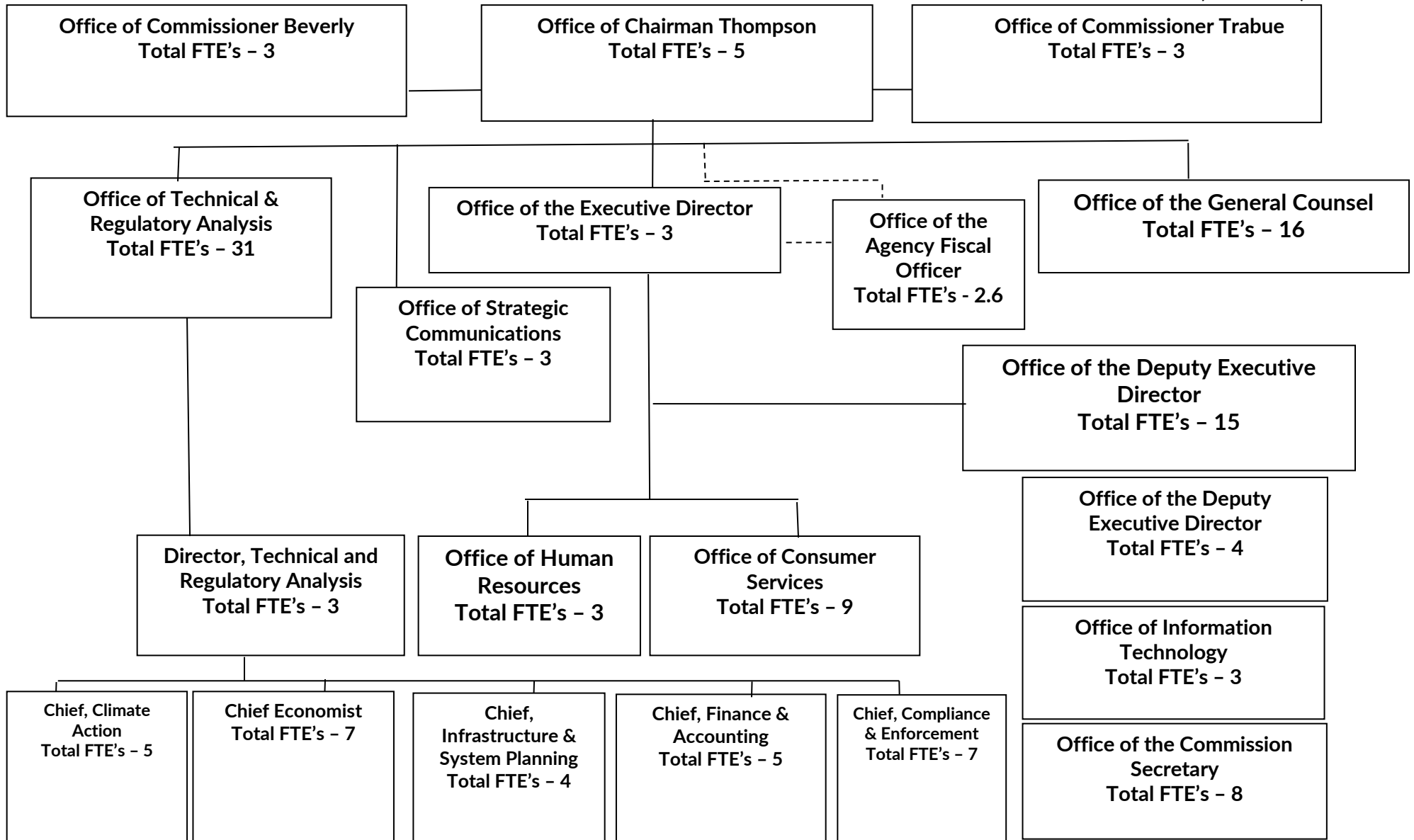


FY 2026 Organizational Chart
FTEs 93.6

Attachment 1-1

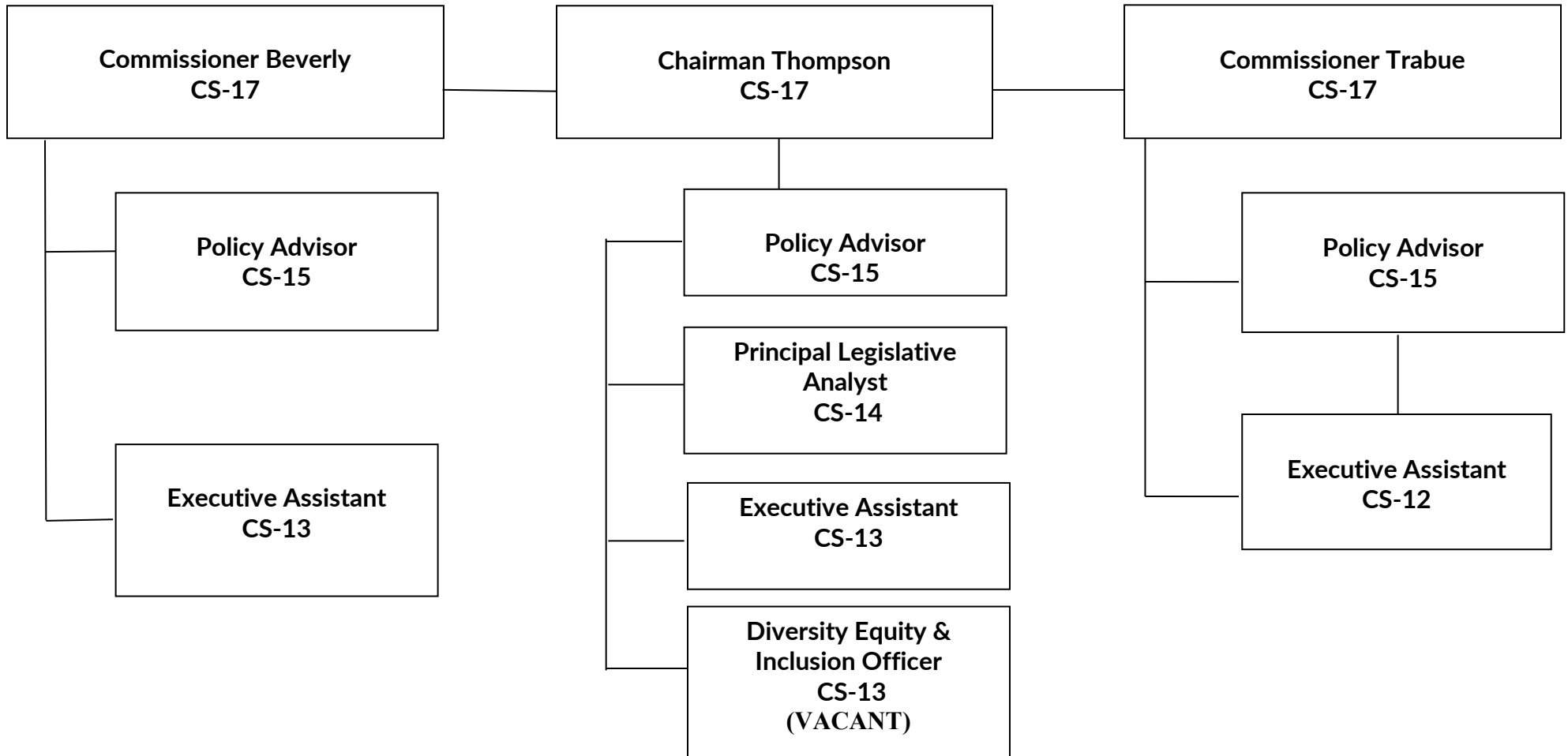
(as of 1/7/26)





**Office of the Chairman/Commissioners
FY 2026 Organizational Chart
FTEs 11**

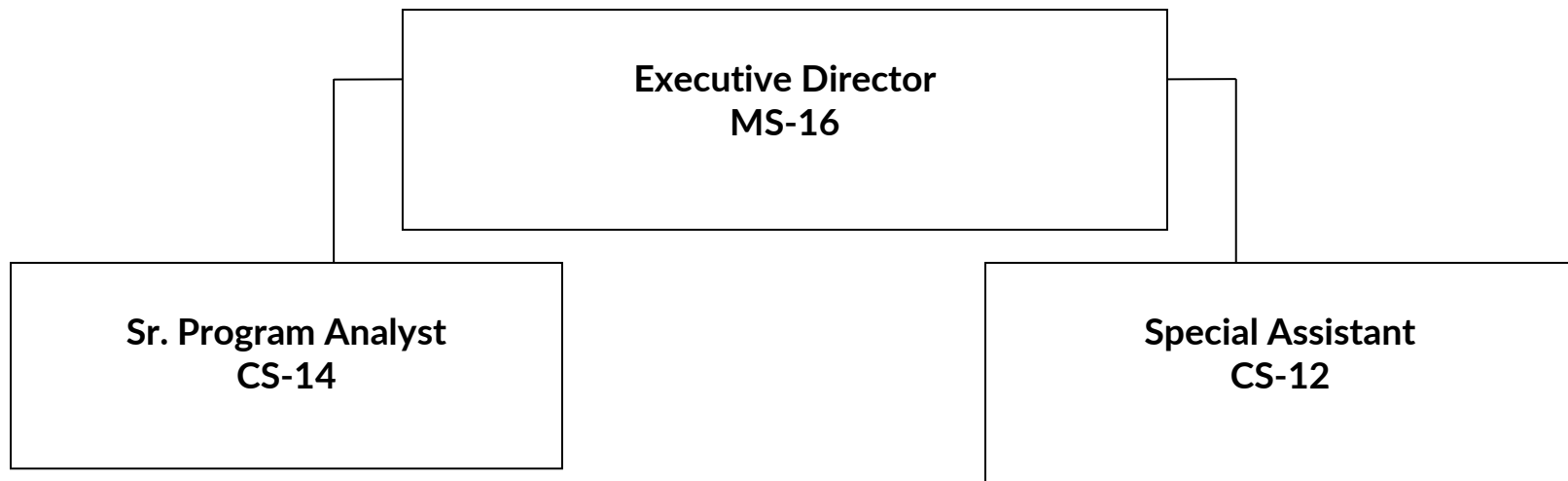
Attachment 1-2
(as of 1/7/2026)





**Office of the Executive Director (OED)
FY 2026 Organizational Chart
FTE's 3**

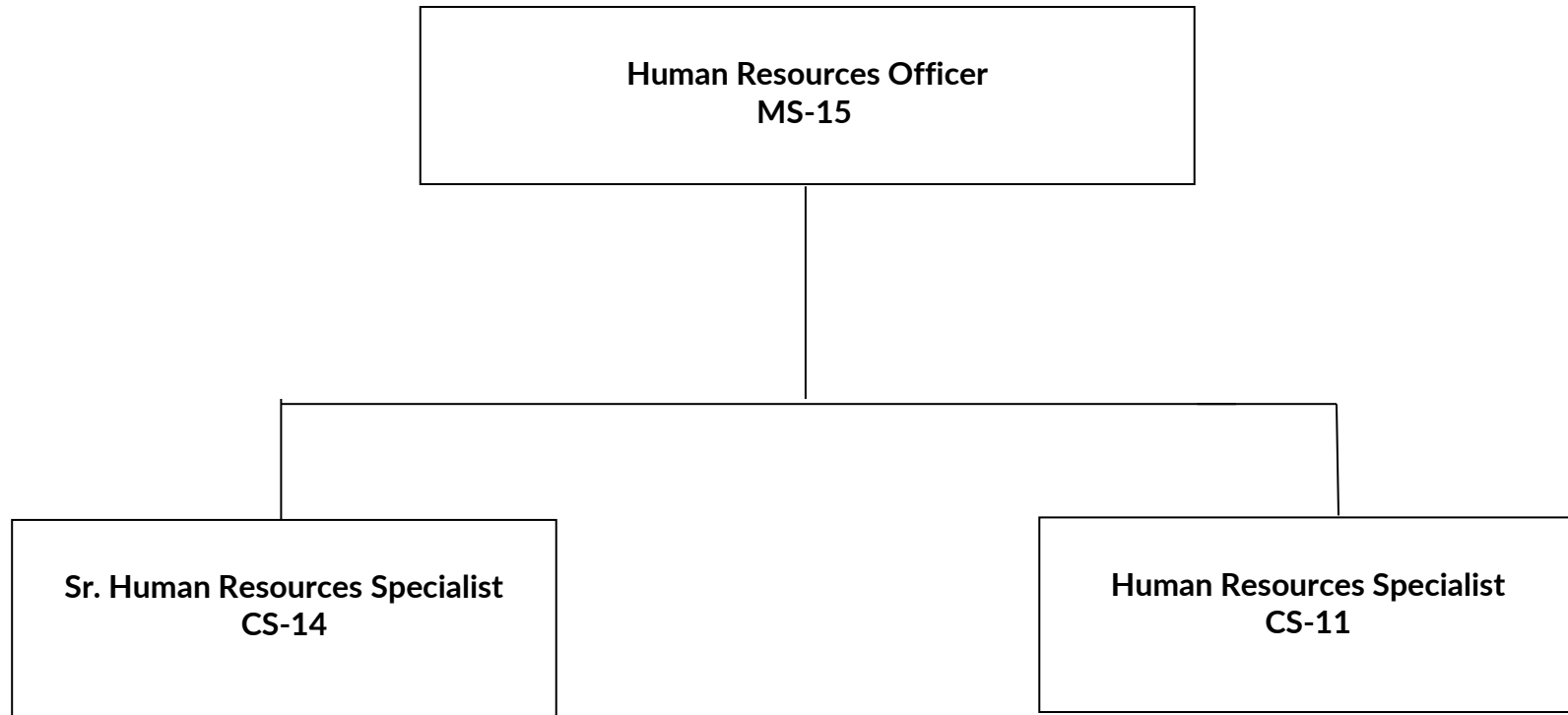
Attachment 1-3
(as of 1/7/26)





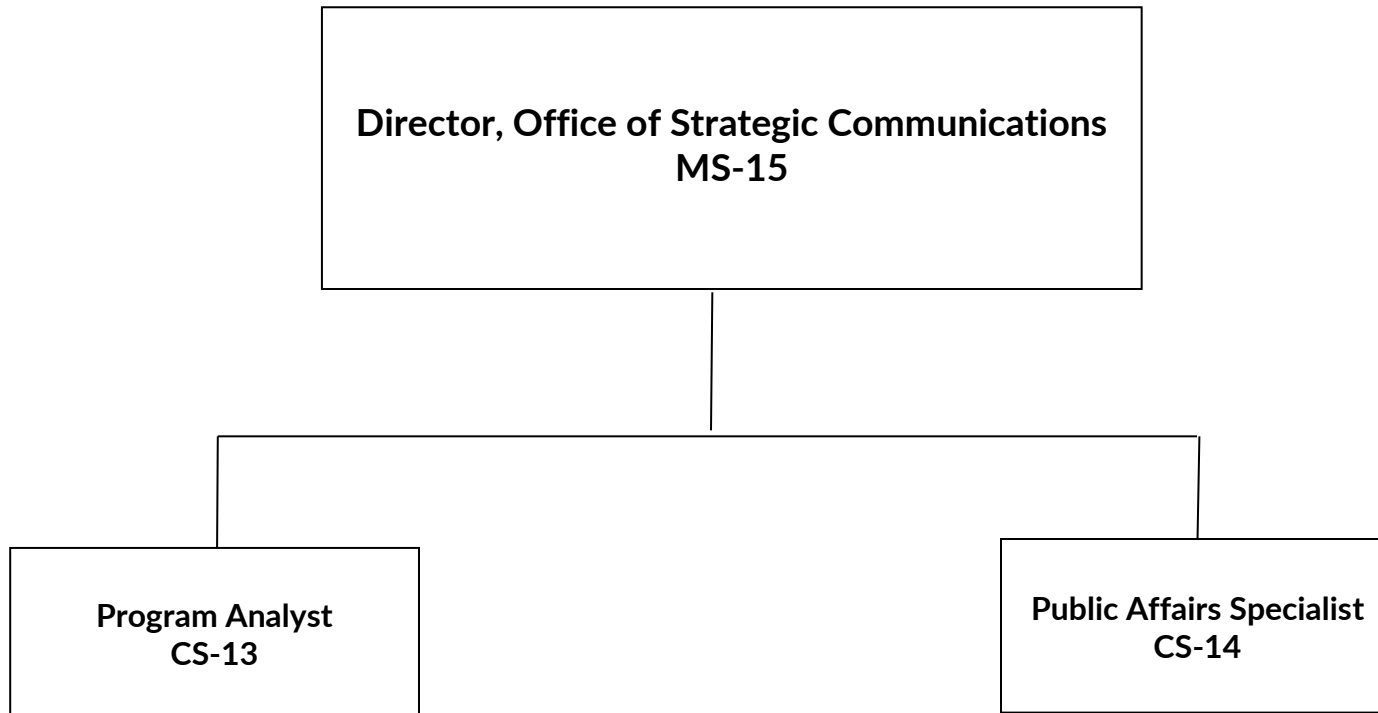
**Office of Human Resources (OHR)
FY 2026 Organizational Chart
FTE's 3**

Attachment 1-4
(as of 1/7/26)



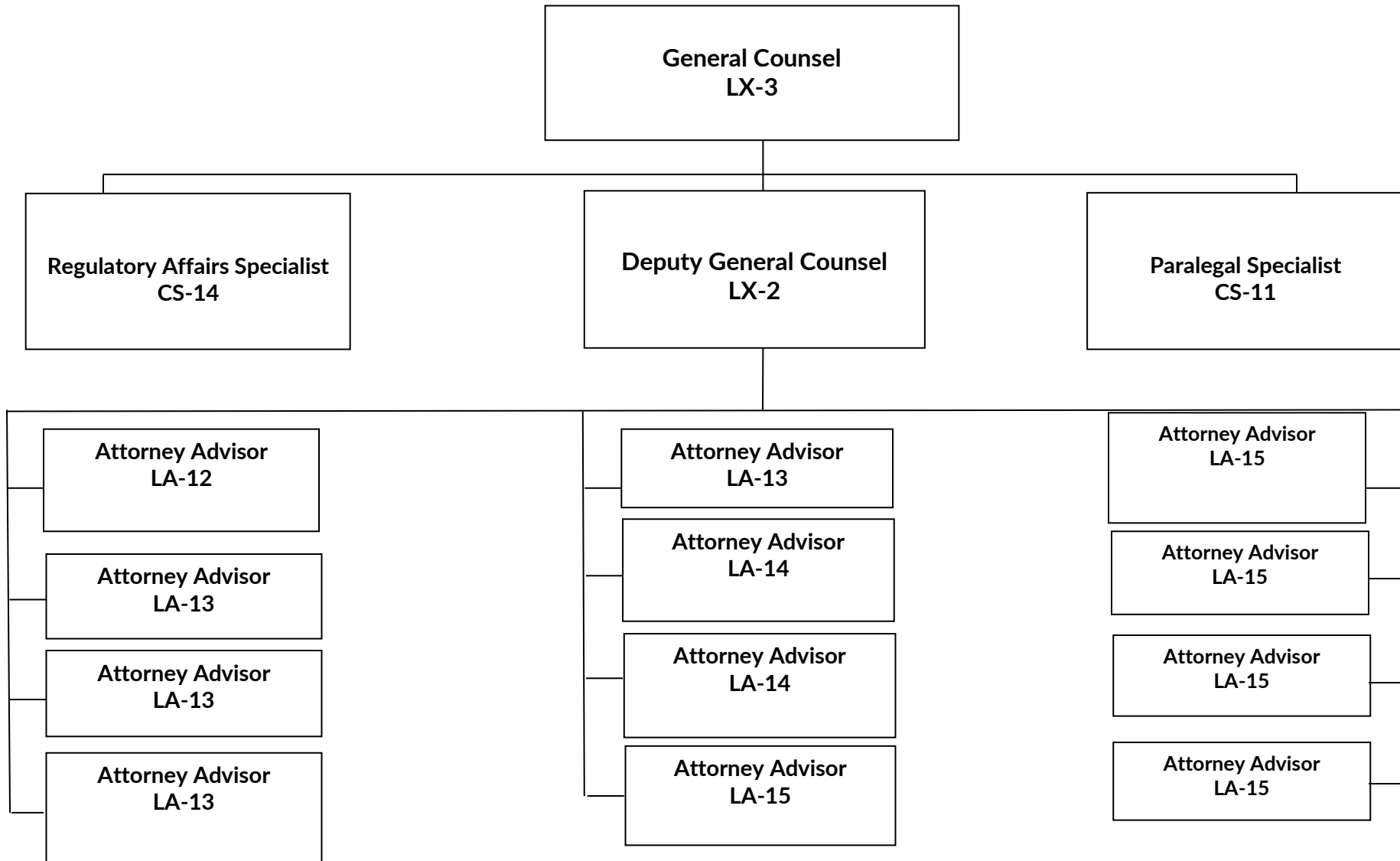
**Office of Strategic Communications (OSC)
FY 2026 Organizational Chart
FTEs 3**

Attachment 1-5
(as of 1/7/26)



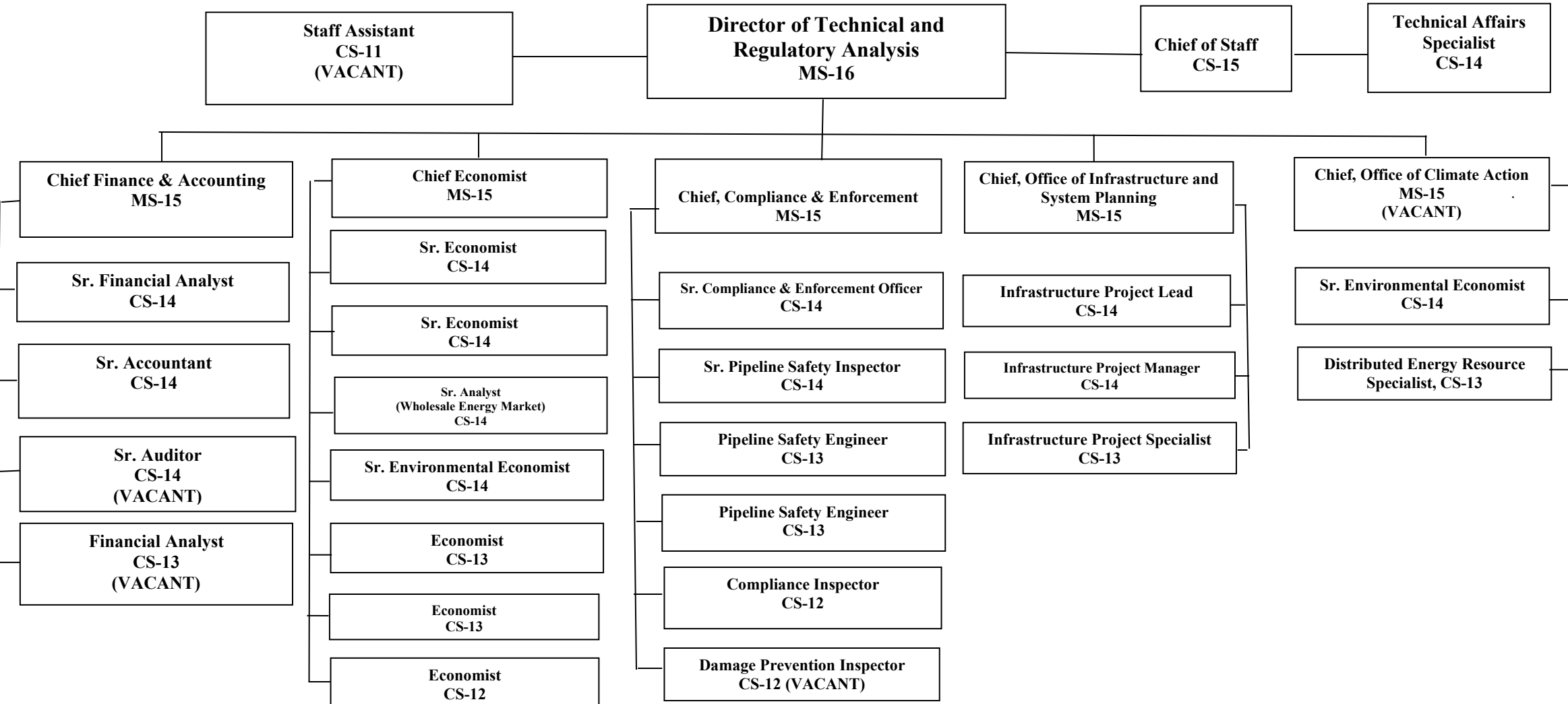
**Office of the General Counsel (OGC)
FY 2026 Organizational Chart
FTEs 16**

Attachment 1-6
(as of 1/7/26)



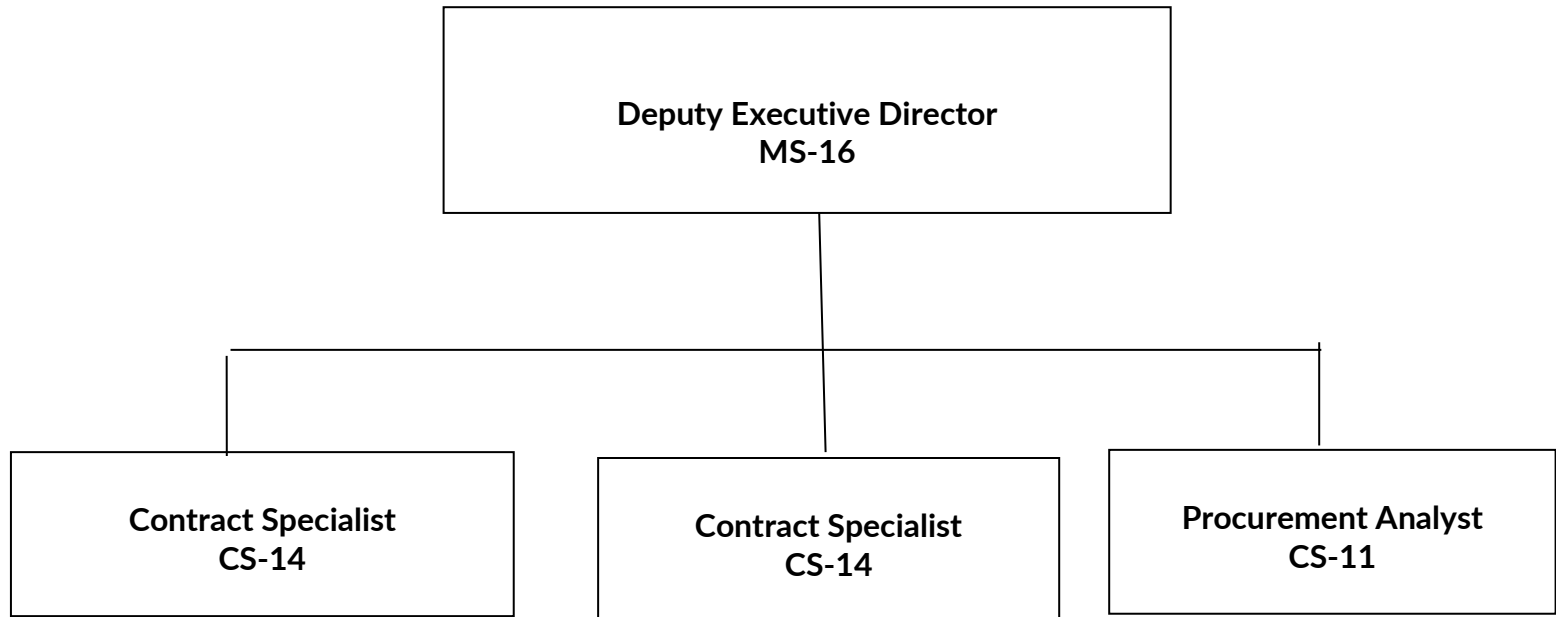
**Office of Technical & Regulatory Analysis (OTRA)
FY 2026 Organizational Chart
FTE's 31**

(as of 12/16/25)



**Office of the Deputy Executive Director (ODED)
FY 2026 Organizational Chart
FTEs 4**

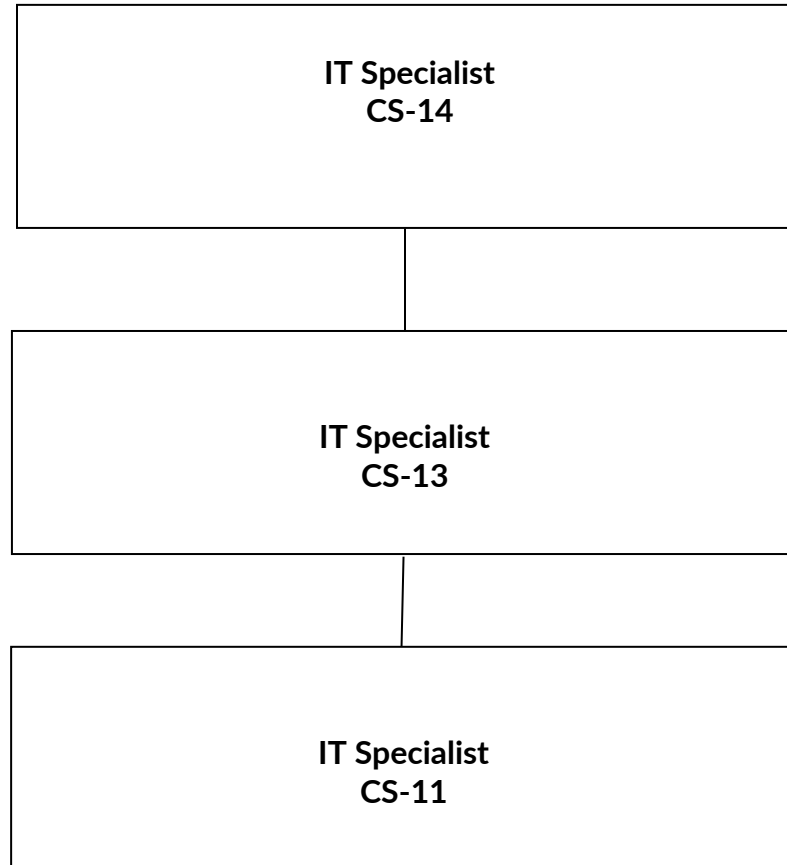
Attachment 1-8
(as of 1/7/26)





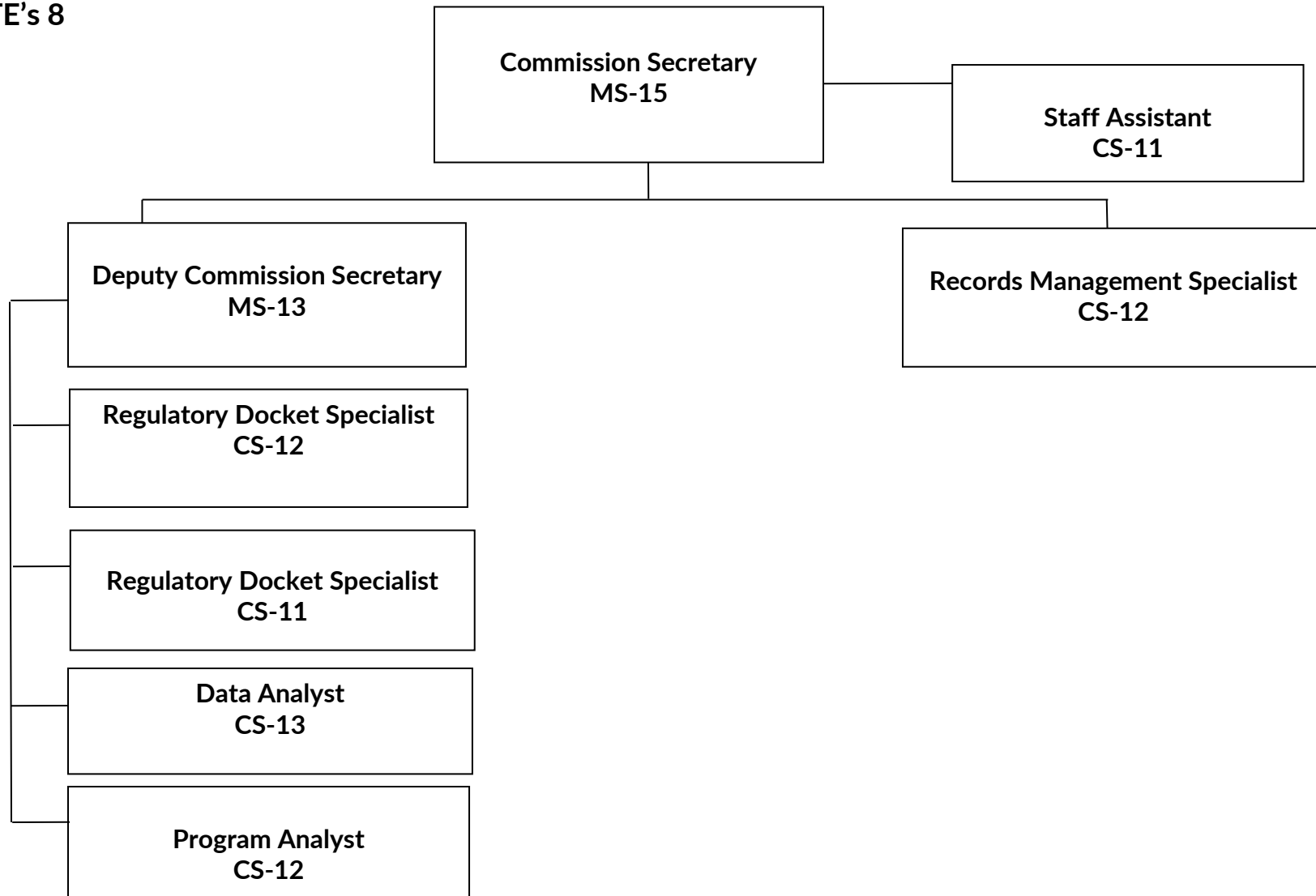
**Office of Information Technology (OIT)
FY 2026 Organizational Chart
FTEs 3**

Attachment 1-9
(as of 1/7/26)



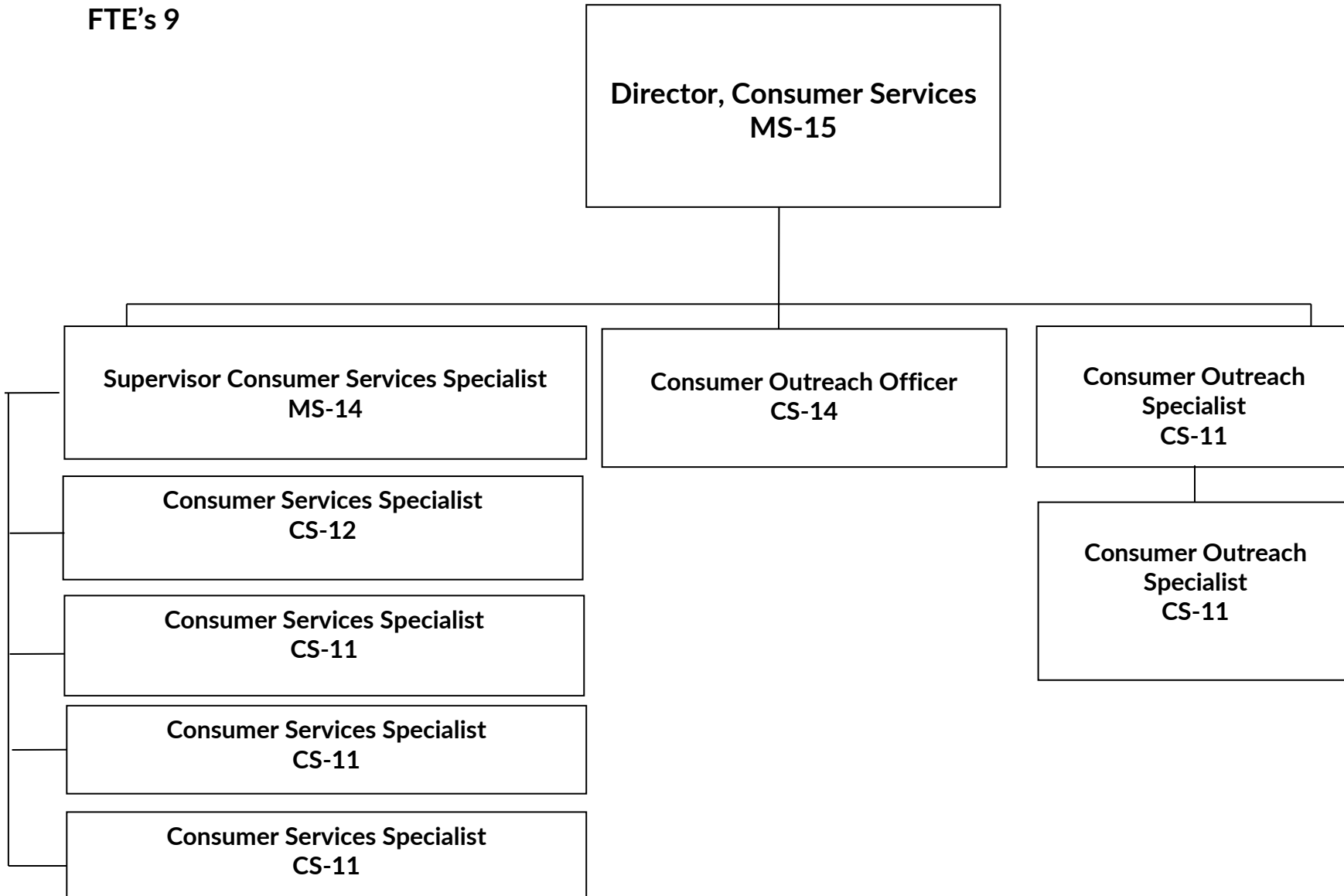
**Office of the Commission Secretary (OCMS)
FY 2026 Organizational Chart
FTE's 8**

Attachment 1-10
(as of 1/7/26)



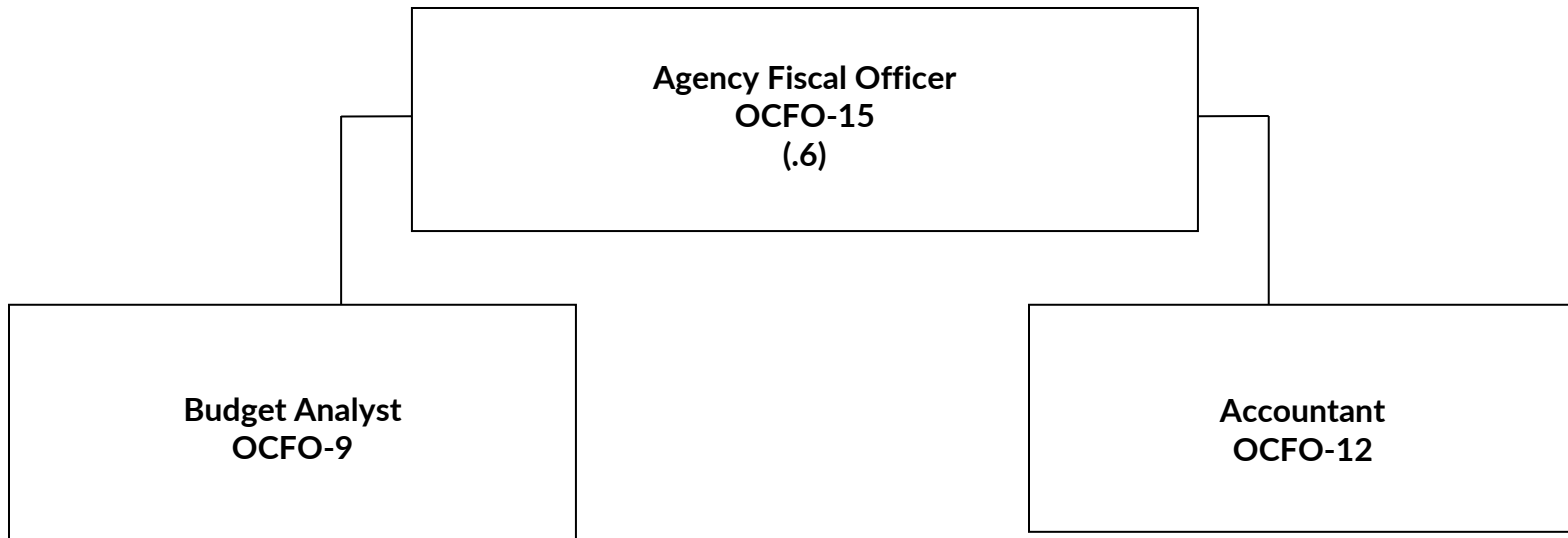
**Public Service Commission of the District of Columbia
Office of Consumer Services (OCS)
FY 2026 Organizational Chart
FTE's 9**

Attachment 1-11
(as of 1/7/26)



**Office of the Agency Fiscal Officer (AFO)
FY 2026 Organizational Chart
FTEs 2.6**

**Attachment 1-12
(as of 1/7/26)**





Responsibilities by Office

Office of the Executive Director

The Office of the Executive Director (OED) serves as the management and performance officer for the Commission. The OED oversees the administrative, human resources, strategic communications, and consumer services offices of the Commission. The Executive Director is also responsible for all strategic planning initiatives and the program side of the agency's budget and financial management.

Office of Human Resources

The Office of Human Resources (OHR) provides human resource services to the Commission so that it can attract, develop, retain, and motivate a qualified and diverse workforce. OHR facilitates employee training and development to increase productivity, enhance workforce skills, and improve morale and performance.

Office of Strategic Communications

The Office of Strategic Communications (OSC) oversees internal and external communications efforts, including stakeholder engagement initiatives, media relations, and other digital efforts, and maintains the DCPSC brand identity. OSC develops and disseminates all materials intended for external stakeholders, including members of the public, the press, the Council of DC, the Mayor, and District/federal agencies, as well as internal communications for staff. The office prepares press releases, consumer advisories, newsletters, social media updates, website updates, explanatory videos, and other materials.

Office of the General Counsel

The Office of the General Counsel (OGC) is Counsel to the Commission and advises the Commissioners on all actions and proceedings resulting from the Commission's enabling statute and other legislation. OGC is responsible for all legal issues involving the day-to-day operations of the Commission, as well as a broad spectrum of issues that relate to the Commissioners' regulatory responsibilities. OGC attorneys prepare orders and legal advisory memoranda and assist the Commissioners in conducting all proceedings. OGC attorneys also serve as hearing officers for formal consumer complaint hearings. OGC reviews and assists with preparing comments on draft legislation that may impact the Commission and its jurisdictional authority. In addition, OGC represents the Commission's interests in various forums related to federal issues, including providing comments in cases before the Federal Energy Regulatory Commission and the Federal Communications Commission. Finally, OGC represents the Commission in all matters involving Commission decisions that may come before the D.C. Court of Appeals.



Responsibilities by Office

Office of Technical and Regulatory Analysis

The Office of Technical and Regulatory Analysis (OTRA) advises the Commissioners on accounting, financial, economic, engineering, climate and clean energy matters, and compliance and enforcement issues in formal cases before the Commission. OTRA consists of five distinct teams: the Office of Compliance and Enforcement (OCE), the Office of Economics (OE), the Office of Finance and Accounting (OFA), the Office of Infrastructure and System Planning (OISP), and Office of Climate Action (OCA). OTRA monitors electric, natural gas, and local telecommunications markets at the retail and wholesale levels. OTRA analyzes the electric and gas utilities' climate policy plans and targets, including reductions in greenhouse gas emissions, energy efficiency objectives, and other demand-side management programs. OTRA also conducts compliance reviews and audits and manages formal cases and investigations. Staff conduct annual surveys to gauge the status of local competition in the District. During rate cases and other proceedings, OTRA staff also conduct briefings to Commissioners. OTRA staff administers the federally funded Natural Gas Pipeline Safety Program, and it informs Commissioners, staff, and the public, directly and through the website and outreach activities, about current and emerging issues. Finally, OTRA staff also processes renewable energy facility certification applications associated with the District's Renewable Portfolio Standards (RPS) Program.

Office of the Deputy Executive Director

The Office of the Deputy Executive Director (ODED) is responsible for overseeing a variety of management and administrative areas including contracts and procurement, information technology, fleet and facilities management, emergency preparedness, and administrative programs and projects under the Office of the Commission Secretary. Integral to ODED's management success, contracts and procurement ensures the Commission has the goods and services needed to meet its goals. In partnership with the Agency's Fiscal Officer, ODED also facilitates the strategic development and execution of the Commission's financial goals and objectives.

Office of Information Technology

The Office of Information Technology (OIT) is the central technology support for the Commission. OIT develops, implements, and maintains the Commission's technology infrastructure; implements major enterprise applications; establishes and oversees technology policies and standards for the Commission; provides technology services and manages website infrastructure; and develops technology solutions to improve services to all offices within the Commission.



Responsibilities by Office

Office of the Commission Secretary

The Office of the Commission Secretary (OCMS) is the central repository of official documents, files, and records of the Commission, ensuring appropriate collection, maintenance, and integrity standards are met. OCMS also manages the Commission's automated data collection modules and maintains content updates for the Commission's website. In addition, OCMS facilitates, records, and transcribes the Commission's evidentiary, community, and public interest hearings, and responds to inquiries from both Commission stakeholders and the public regarding commission procedures and actions.

Office of Consumer Services

The Office of Consumer Services (OCS) serves as the community relations arm for the Commission. OCS is responsible for the day-to-day activities of mediation of consumer complaints regarding utility providers, as well as consumer education and outreach. OCS reviews and responds to feedback it receives during the complaint resolution process and consumer education and outreach activities to better serve utility customers. OCS also keeps the Commissioners and staff informed of local and national consumer-related trends and provides the Commission with information on how well local providers are serving their customers. Finally, OCS assists in the preparation of Commission factsheets and brochures used in conjunction with the agency's outreach and educational program initiatives.

Office of the Agency Fiscal Officer

The Commission's Agency Fiscal Officer (AFO) is responsible for formulating, justifying and executing the Commission's annual operating budget. As formal employees of the Office of the Chief Financial Officer (OCFO), under the direction of the District's Chief Financial Officer, the AFO is tasked with the responsibility of ensuring that the Commission's budgeting and financial operations are managed in compliance with OCFO policies and procedures and that budgets are adequate and consistent with the agency's funding needs.

Attachment 3. Hires/Separations

(January 1, 2025 - January 7, 2026)

Month	Hires	Separations
Feb-25	3	0
Mar-25	1	1
May-25	0	3
Aug-25	0	1
Oct-25	3	0
Dec-25	0	1

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TOTALS	7	6
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(as of 1/7/26)

Attachment 4 - OHR - Racial Diversity Among Leadership

No.	Employee Name	Job Title	Sex	Ethnic Group
1	Anderson, Benita	Human Resources Officer	F	Black, not of Hispanic origin
2	Armstead Didigu, Kellie	Strategic Communications Direc	F	Black, not of Hispanic origin
3	Bagayoko, Ahmadou	Chief, Office of Compliance an	M	Black, not of Hispanic origin
4	Beverly, Richard	Commissioner	M	Black, not of Hispanic origin
5	Booth, Quincy	Executive Director	M	Black, not of Hispanic origin
6	Butler, Vasheena	Regulatory Docket Manager	F	Black, not of Hispanic origin
7	Henning, Bryan	Chief Infrastructure and Syste	M	White, not of Hispanic origin
8	Joemah, Dionne	General Counsel	F	Black, not of Hispanic origin
9	Marime, Gillian	Supervisory Financial Analyst	F	Not Reported
10	Martinez, Paul	Deputy Executive Director for	M	Hispanic
11	Moskowitz, Margaret	Supvy. Consumer Services Spec.	F	Black, not of Hispanic origin
12	Perry, Jamond	Supervisory Attorney Advisor	M	Black, not of Hispanic origin
13	Ramachandran, Poorani	Director of Technical and Regu	F	Asian or Pacific Islander
14	Sedgwick, Brinda	Commission Secretary	F	Black, not of Hispanic origin
15	Smith, Maurice	DIR OF CONSUMER SRVS	M	Black, not of Hispanic origin
16	Sunderhauf, Stephen	SUPVY ECONOMIST	M	White, not of Hispanic origin
17	Thompson, Emile	Chairman	M	Black, not of Hispanic origin
18	Trabue, Theodore	Commissioner	M	Black, not of Hispanic origin

(as of 1/7/26)

Grade	Salary
MS-15	\$ 160,553.00
MS-15	\$ 152,581.00
MS-15	\$ 164,800.00
CS-17	\$ 198,759.00
MS-16	\$ 197,337.00
MS-13	\$ 111,590.00
MS-15	\$ 165,979.00
LX-3	\$ 208,000.00
MS-15	\$ 177,160.00
MS-16	\$ 194,921.00
MS-14	\$ 138,908.00
LX-2	\$ 203,000.00
MS-16	\$ 197,337.00
MS-15	\$ 155,104.00
MS-15	\$ 150,000.00
MS-15	\$ 171,876.00
CS-17	\$ 209,220.00
CS-17	\$ 198,759.00

Attachment 5. Collective Bargaining Agreements

Name	Comp Units 1&2	AFGE
Local	AFSCME District Council 20	1403
Start Date	10/1/2021	10/1/2022
End Date	9/30/2025	9/30/2025
#Employees	41	12
Currently Bargaining	Yes	Yes
Completion Date	Unknown	Unknown

(as of 1/9/26)

AGREEMENT BETWEEN
DISTRICT OF COLUMBIA PUBLIC SERVICE COMMISSION

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
LOCAL 1403

FROM
OCTOBER 1, 2022 - SEPTEMBER 30, 2025

I

alp For Union EP For PSC

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ARTICLE 1 PREAMBLE

This Agreement is entered into between the District of Columbia (District) Public Service Commission (PSC or the Commission), and the American Federation of Government Employees Local 1403 (the Union) (or collectively, the Parties).

The purpose of this Agreement includes, but is not limited to:

1. Promoting fair and reasonable working conditions;
2. Promoting harmonious labor relations between the Parties;
3. Establishing an equitable and orderly procedure for the resolution of Disputes;
4. Protecting the rights and interests of the employee, the Union and the Commission; and
5. Promoting efficient operation of the Commission.

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

ARTICLE 2 RECOGNITION

Section 1 - Recognition

- A. AFGE Local 1403 is recognized as the sole and exclusive collective bargaining representative for the following bargaining unit:

All attorneys employed by the Office of the General Counsel of the Public Service Commission of the District of Columbia, excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139. PERB Cas No. 02-RC-04; Certification No. 124 (December 2, 2002).

- B. AFGE Local 1403 is recognized as the sole and exclusive collective bargaining representative for the following compensation unit:

All attorneys employed by the Office of the General Counsel of the Public Service Commission of the District of Columbia, who currently have their compensation set in accordance with the District Service (DS) Schedule, Series 905 and the DS Special Rate Schedule established pursuant to the Legal Services Establishment Act of 1998; but excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978. D.C. Law 2-139.

PERB Case No. 04-CU-05; Opinion No. 772 (January 19, 2005).

Section 2 - Coverage

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. It is responsible for representing the interests of all employees in the bargaining unit without discrimination as to membership.

Section 3 - Meetings

The Union shall be given the opportunity to be present at any meeting between the Employer and employees in the bargaining unit concerning any personnel practice, any grievance, and any investigatory interview which the employee reasonably believes may result in disciplinary action against him/her.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1 - Management Rights in Accordance with the Comprehensive Merit Personnel Act (CMPA)

D.C. Official Code § 1-617.08 establishes management rights as follows:

- (a) The respective personnel authority (management) shall retain the sole right, within applicable laws and rules and regulations:
 - (1) to direct employees of the agency;
 - (2) to hire, promote, transfer, assign, and retain employees in positions within the agency and to suspend, demote, discharge, or take other disciplinary action against employees for cause;
 - (3) to relieve employees of duties because of lack of work or other legitimate reasons;
 - (4) to maintain the efficiency of the District government operations entrusted to them;
 - (5) to determine:
 - (A) the mission of the agency, its budget, its organization, the number of employees, and to establish the tour of duty;
 - (B) the number, types, and grades of positions of employees assigned to an agency's organizational unit, work project, or tour of duty;
 - (C) the technology of performing the agency's work; and
 - (D) the agency's internal security practices; and
 - (6) to take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

Section 2 - No Waiver of Management Rights

An act, exercise, or agreement contained herein or between the parties shall not be interpreted in any manner as a waiver of the sole management rights contained in Section 1, above, pursuant to D.C. Official Code § 1-617.08(a-1).

Section 3 - Impact of the Exercise of Management Rights

Management rights set forth in D.C. Official Code § 1-617.08 are not subject to negotiations. However, in the course of the Employer's exercise of such rights, the Union may request the opportunity to bargain implementation and effects, and the Employer will not unreasonably deny such request, where there is an impact upon employees regarding terms and conditions of employment or the Union may grieve a specific violation of a separate article of this agreement.

ARTICLE 4 LABOR/MANAGEMENT RELATIONS

Section 1 - Labor-Management Cooperation/Partnership Committee

The parties agree to establish a structure for meaningful consultation and communication. In furtherance of that goal, a Labor-Management Cooperation/Partnership Committee will be established within 90 days of the execution of this contract and will be constituted of equal number of Union and Employer representatives. All decisions must be made by a consensus of the parties. It is understood that appeals or grievances shall not be the subject of discussions at these meetings, nor shall the meetings be for any purpose, which will modify, add to, or detract from the provisions of this Agreement.

Section 2 - 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 Management and Union representatives shall meet at either party's request to discuss problems covering the implementation of this Agreement. Each party shall furnish the other with an itemized agenda setting forth the topics of discussion within a reasonable time before the meeting.

Section 3 - Requests for Information

Upon request, the Employer will provide the Union information relevant and necessary to the performance of the Union's duties as the exclusive bargaining representative, as long as such requests are in accordance with 45 C.F.R. § 164.SIO(b), the Health Insurance Portability and Accountability Act's (HIPAA) Privacy Rule.

ARTICLE 5 ADMINISTRATION OF LEAVE

The parties will adhere to all applicable laws and District Government-wide rules and regulations in the administration of leave.

ARTICLE 6 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 20, Section 2010, EAP) and available services provided under it.

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 when absence from work is medically necessary.

Section 3 - Relationship to Disciplinary and Adverse Actions

If an employee requests assistance and participates in the program, the responsible supervisory official must weigh this fact in determining any appropriate disciplinary and adverse action, and may postpone such action.

ARTICLE 7 UNION STEWARDS/OFFICIAL TIME

Section 1 - Number of Stewards

The Union may designate at least one steward for this bargaining unit.

Section 2 - Designation of Representatives

A. Union Officers and Stewards: The Union agrees to provide the Commission with a written list of its officers and stewards within two (2) workdays of the date of the Agreement and within thirty (30) days after each general election.

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, except in the case of an emergency.

C. Non-recognition. The Employer will not recognize any official/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 which 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.

F. Management 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 a reasonable period of time to be away from his/her job. The Employer shall retain the sole right to approve or deny such requests. Requests for time off will be submitted as far in advance as possible, but no less than five (5) working days prior to the day the leave is to begin. The Union steward will be notified of a disapproval of leave in writing together with the Employer's justification. The Union steward also will be notified prior to the reorganization of tours of duty that would affect the members of the Union.

G. Employees required to appear at meetings and conferences at the request of Employer officials, or pursuant to a request from the D.C. Office of Personnel, a committee of or at a public hearing of the D.C. Council, the Office of Personnel Management or the U.S. Congress, shall not be charged annual leave for such purposes and shall be provided administrative leave to the extent consistent with D.C. Code § 1-612.03 and other applicable regulations. The employee receiving such a request shall promptly notify the appropriate supervisor and, upon request, provide a copy of the request or other appropriate evidence of the request.

Section 3 - Official Time for Representational Activity

A. Whenever possible, Union business shall be conducted on non-working time. However, pursuant to the statutory rights and responsibilities of the Union to represent bargaining unit employees, representatives of the Union may be granted reasonable amounts of official time to conduct representational functions in accordance with the provisions of this Article.

B. For the purpose of this Article, "representational functions" means those authorized activities undertaken by the Union on behalf of other employee or the Union. The representational functions for which official time will be authorized shall be limited to the following:

- (a) Negotiations;
- (b) Discussion between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
- (c) Any appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions;
- (d) Grievance meetings;
- (e) EEO complaint settlements and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure, or if the Union is representing the employee;
- (f) A disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
- (g) Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the DPM and the employee has requested representation;
- (h) Informal consultation meetings between the Union and the Employer;
- (i) Attendance at labor management partnership meetings or other cooperative effort;
- (j) Attendance at meetings of committees on which Union representatives are authorized members by the Employer or this Agreement;
- (k) Attendance at Employer recognized or sponsored activities to which the Union

has been invited;

- (l) Attendance at training or other activities designed primarily to further the interests of the Government by improving the Labor-Management relationship;
- (m) Reasonable travel to any of the activities identified above; and
- (n) For such other reasons for which the Employer approves official time to be used for purposes related to the Union's representation of its members.

C. The Union shall be afforded thirty minutes for orientation within a reasonable period of time of the new employee's report for duty.

D. Official time shall not include time spent on other activities including internal Union business, such as:

- (a) Attending Local, Regional, or National Union meeting.
- (b) Soliciting members;
- (c) Collecting dues;
- (d) Posting notices of Union meetings;
- (e) Carrying out elections;
- (f) Preparing and distributing internal Union newsletters or other such internal documents;
- (g) Internal Union strategy sessions, except for representational functions; and
- (h) Training representational issues that are not joint labor-management training.

Section 4 - Requesting Official Time

A. Official time for Union representatives must be requested and approved in advance except when circumstances do not allow for advance approval, such as for unscheduled meetings called by management where the Union's attendance is requested; or representation of employees in investigatory interviews that may result in discipline. The Union representative will request authorization from his or her supervisor. The Union will indicate to the supervisor or designee on the leave request form attached hereto as Appendix A the general nature of the representational activity he or she wishes to carry out and approximate length of time he or she believes is required.

B. 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 makes such a request.

C. All affected employees (e.g., grievant, representatives, witnesses, and appellants,) whose presence has been determined to be necessary at relevant proceedings (including hearings, meetings arbitrations, oral replies, or other labor-management business) will receive necessary official/duty time to travel to and from the proceedings.

Section 5 - Appendix A to Article 7

Public Service Commission Reporting and Request Form

Name: _____

Date: _____

Official Time Report/Request: _____

Time to be Spent on Labor-Management Issues: _____

Time Spent on Labor-Management Issues:

Category of Business:

_____ Labor Issues

_____ Meeting/Training Events

_____ Disciplinary/Adverse Action/Grievance

Supervisor Approval (via email or signature)

ARTICLE 8 UNION USE OF EMPLOYER FACILITIES AND SERVICES

A. Upon request, the Union may have access to meeting space, if available, by following established PSC procedures. Except as provided elsewhere in this Agreement, the Union shall 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.

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

C. Union officers and representatives 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. The PSC shall be notified in advance of the content of any broadcast e-mails to bargaining unit employees, which shall be limited to communications concerning employees' terms and conditions of employment.

D. The Employer shall provide the Union two large file cabinets, or in the alternative, one large file cabinet and a dedicated computer drive, for Union use. The Employer also shall provide the Union with a bulletin board that will be located in the Cafe dedicated to union use exclusively.

ARTICLE 9 PERSONNEL FILES

Section 1 - Official and Unofficial Files

The District of Columbia Department of Human Resources maintains all employee official personnel files. The Public Service Commission shall have the right to maintain through its Human Resources Department, a personnel file at the PSC offices that may include information from the official personnel file. Records of corrective actions or adverse actions shall be removed from an employee's official and Commission file in accordance with the DPM.

Section 2 - Right to Examine

An employee shall have the right to review his/her official personnel file, maintained by the District of Columbia Department of Human Resources and, upon request, inspect and make copies of any document appearing in his/her official personnel file, in accordance with District and federal laws. An employee shall also have the right to inspect and make copies of the personnel file maintained by the Commission's Office of Human Resources.

Section 3 - Right to Respond

As afforded by District and federal laws, each employee shall have the right to answer any material filed in his/her official 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 the PSC 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 4 - Right to Copy

An employee may copy any material in his/her official personnel file.

Section 5 - Access by Union

Upon presentation of written authorization by an employee, the Union representative may examine the employee's official personnel files and make copies of the material. Consistent with law and upon request of the Union, the Employer shall provide the Union information relevant and necessary to the Union's role as exclusive bargaining representative.

Section 6 - Confidential Reports

All records of arrests, fingerprint records, medical records, and other confidential

reports will be maintained in a separate, confidential file. In no event shall an employee's medical information or grievance forms or grievance decision not affecting compensation or benefits be submitted for inclusion into the employee's official personnel file, unless allowed under appropriate District or federal laws.

Section 7 - Employee to Receive Copies

The employee shall receive a copy of all material placed in his/her official personnel file in accordance with District personnel rules. When the Employer sends documents to be placed in an employee's official personnel file that could result in disciplinary action or non-routine documents that 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 that he/she received a copy.

If an employee alleges that he/she was not asked to acknowledge receipt of material placed in his/her official personnel files 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 official personnel file.

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 file for all non-government request, the employer shall obtain employee's authorization before access to the personnel file is provided.

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

ARTICLE 10 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 shall be provided a copy of the new job description. Those employees employed by the Employer on October 1, 2020 shall not have their job descriptions changed during the term of this Agreement.

ARTICLE 11 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 12 INCLEMENT WEATHER CONDITIONS

- A. During inclement weather where the District Government has declared an emergency, employees (other than those designated essential employees) will be given a reasonable amount of time to report for duty without charge to leave consistent with D.C. Government policy. Employees may choose to telework during an inclement weather emergency when the government is open with their supervisor's permission.
- B. The Employer agrees to dismiss all non-essential employees in accordance with the District's procedures for early dismissal, when early dismissal is authorized by higher officials during inclement weather.

ARTICLE 13 STRIKES AND LOCKOUTS

In accordance with D.C. Official Code § 1.617.05 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 concerted work stoppage, absence from position, sick out or slowdown without the lawful approval of management authority. 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 14 CONTRACTING OUT

Contracting out is a management right under D.C. Official Code § 1.617.08. However, upon request by the Union, the Employer agrees to bargain over impact and effects of contracting out of work.

ARTICLE 15 UNION RIGHTS AND SECURITY

Section 1 - Exclusive Agent

The Employer shall not negotiate with any other employee organization or group with reference to terms and/or conditions of employment for employees represented by the Union.

Section 2 - Access to employees

Representatives of the Union shall have access to all new and rehired employees in its bargaining unit to explain Union membership, services, and programs. Such access shall be voluntary for new and rehired employees and may occur during either a formal orientation session or within three (3) workdays of such employee's reporting to their work site after appointment or reappointment.

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 under Chicago Teachers Union Local No. 1 v. Hudson, et al., 475 U.S. 292 (1986) and related cases. The employee must complete and sign the D.C. Form 277 to authorize the withholding. The amount to be deducted shall be certified to the Employer in writing by the appropriate official of the Union. 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. The dues check off authorizations may be cancelled by the Employee. This provision shall supersede any other dues deduction agreement in effect prior to the effective date of this Agreement.

Section 4 - 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, 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 employees, as appropriate.

Section 5 - Payment of Dues

Payment of dues shall not be a condition of employment.

ARTICLE 16 TERM EMPLOYEES

- A. Term employees in the bargaining unit will be given not less than two (2) pay period's notice of the termination of their appointment.
- B. Term employees will be provided a copy of their official position description and be told of the conditions of employment upon entrance on duty.

ARTICLE 17 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 race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, sealed eviction record, status as a victim of an intrafamily offense, place of residence or business, status as a victim or family member of a victim of domestic violence, or stalking, and homeless status.

B. The Employer and the Union agree to cooperate in providing 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 of either party (but not individual-grievances) may be brought before the Labor-Management Cooperation/Partnership Committee. At the request of either party, the Labor Management Committee may 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 agrees to continue the implementation of its Equal Employment Opportunity Policy and its Affirmative Action Plan in accordance with the provisions of the Affirmative Action in District Government Employment Act (D.C. Law 1-63). The Affirmative Action Plan will be developed in accordance with Federal and D.C. Office of Human Rights guidelines. Union input on the development of the Affirmative Action Plan may be provided through the PSC. The Employer will provide the Union with a copy of the Affirmative Action Plan, 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 parties mutually agree to identify and work to eliminate such occurrences in accordance with the PSC Sexual Harassment policy

B. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) the 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 - Discrimination Charges

Any charges of discrimination shall be presented in accordance with the Employer's written procedure and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 18 SAFETY AND HEALTH

Section 1 - Working Conditions

A. The Employer will make appropriate efforts to provide and maintain safe working conditions. 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 Subchapter XX of the Comprehensive Merit Personnel Act (D.C. Official Code §1-620.01 *et seq.* as amended)

C. If the District declares a public health emergency, then employees are permitted to telework until the public health emergency is abated, with their supervisor's permission.

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 General Counsel.

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 Commission as necessary.

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

A. The Employer shall make first-aid kits reasonably available for use in case of on-the-job injuries. The need for additional first-aid kits will be referred to the General Counsel or his/her designee.

B. Employees who have been identified by the Commission 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 Commission will refer to standards established by the appropriate authorities such as the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), or the Environmental Protection Agency (EPA).

Section 4 - Defibrillators

A. The Commission shall provide defibrillators on each floor where the Union controls its own office space.

ARTICLE 19 INFORMATIONAL REPORTS ON EMPLOYEES

The Employer shall provide the Union by January 31 of each year a list of all bargaining unit employees that includes the name, grade, step, title, organizational unit assignment, and bargaining unit status of each bargaining unit employee. The list shall also indicate whether an employee is having Union dues withheld. The Employer will also put the Union on the regular distribution for the New Hires and Resignations Report. The Report shall be modified to include the Union status and dues withholding status of the employee.

ARTICLE 20 FITNESS FOR DUTY

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

ARTICLE 21 REDUCTION-IN-FORCE

Section 1 - Definition

The term reduction-in-force (hereinafter RIF), 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 - Notification of a RIF

The Employer agrees to notify the Union in advance prior to implementing a RIF in the bargaining unit. The Employer agrees to engage in impact and effects bargaining.

Section 3 - Procedure

RIFs shall be governed by provisions of Chapter 24 of the Personnel Regulations, except as amended by Section 3616.1 of Chapter 36 of the District of Columbia Personnel Regulations pertaining to the Legal Services Act.

ARTICLE 22 REQUESTS FOR INFORMATION

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

ARTICLE 23 EMPLOYEE USE OF INFORMATION TECHNOLOGY

Section 1 - Electronic Mail Use

The parties acknowledge that D.C. Government-provided electronic mail (email) services are to be used for internal and external communications which serve legitimate government functions and purposes. Employees are expected to be familiar with the D.C. Government's E-mail User Policy. The parties agree that employees may be 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; be used to conduct outside employment; be used for discriminatory or harassing purposes; or be used to exchange pornographic, discriminatory, or harassing material.

Section 2 - Internet Access and Use

The parties agree that internet access through the Commission facilities is considered D.C. Government property and must be used for the program needs of the General Counsel. Employees are expected to be familiar with the D.C. Government's Internet Access and Use Policy. The parties agree that employees may be allowed to use the internet 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. Employees are expressly prohibited from visiting websites to conduct outside employment or websites that contain discriminatory, pornographic, bandwidth-consuming, or harassing material.

Section 3 - 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 may be 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 4 - Privacy

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

ARTICLE 24 TRAINING

Section 1 - Basic Training

The parties recognize and endorse the value of employee 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, that at a minimum shall enable an employee to meet the requirements of the Legal Services Act and regulations implementing the Act. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday.

Section 2 - Continued Training Opportunities

The Employer will encourage and assist employees in obtaining career related training and education outside the Office of the General Counsel 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. Continued training shall be within budgetary constraints.

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 25 EMPLOYEE RIGHTS

Section 1 - Respect in the Workplace

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

Section 2 - Employee Rights

All employees have the right:

- (a) to organize a labor organization free from interference, restraint, or coercion;
- (b) to form, join, or assist any labor organization;
- (c) to bargain collectively through representatives of their own choosing; and
- (d) to refrain from any or all such activities under subsections (a), (b), and (c) of this Section.

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 an effective opportunity to be present and to offer its view at any meetings held to adjust 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. Adjustments to grievances must be consistent with the terms of the Agreement. Where the employee is not represented by the Union, no adjustment of a grievance shall be considered as a precedent or as relevant either to the interpretation of the Agreement or to the adjustment of other grievances.

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. Any dispute concerning the meaning of this provision shall be referred to the Employer for determination. Both parties shall submit written positions in accordance with time limits established by the Employer.

ARTICLE 26 FURLOUGHS

Section 1 – Definition

The term furlough, as used in this Agreement, means the temporary, involuntary placement of all employees within a competitive area in a non-duty, non-pay status for an equitable period of time within a leave year for budgetary reasons.

Section 2 - Notification of a Furlough

The Employer agrees to provide the Union notice of a decision to furlough as soon after the decision is made as practicable but not less than thirty (30) days in advance of the initial furlough date, except in an emergency situation. The Employer further agrees to minimize the effects of such a furlough on employees and to bargain with the Union toward this end. The notification shall include, at a minimum: (1) the reason(s) for the furlough; (2) the approximate number of employees who may be affected; and (3) the anticipated effective date that the action will be taken.

Section 3 - Procedure

Furloughs shall be governed by the provisions of Chapter 24 of the District of Columbia Personnel Regulations (6-B DCMR Chapter 24).

ARTICLE 27 REASSIGNMENTS, PROMOTIONS, DETAILS

Section 1 - Notice

Whenever an attorney vacancy exists within OGC, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, OGC shall provide a copy to the Union which shall post such vacancy notice on all Union bulletin boards. The Employer shall also post the announcement electronically. A copy of the notices of OGC job openings will be provided to the appropriate Union Steward at the time of posting.

Section 2 - Job Qualifications

Management has the right to determine job qualifications. Where the Employer 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 3 - Pay for Work Performed in Higher Graded Position

Employees detailed or assigned to perform the duties of a higher graded position for more than one-hundred and twenty (120) consecutive days in any calendar year shall receive the pay of the higher graded position. 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 detailed or assigned to perform the duties of 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.

Section 4 - 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.

**ARTICLE 28 TIMELY RECEIPT OF CORRECT PAY AND EXPENSE
REIMBURSEMENTS**

A. Tardy or Non-receipt of Pay

- (a) Employer shall 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 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.

B. Pay Errors

Employer shall expeditiously take all action necessary to correct all other paycheck errors including those concerning benefits, sick leave, annual leave and various deductions.

C. Timely Receipt of Pay Increases and Reimbursements

- (a) Employer agrees to take all action necessary within its control to ensure that pay increases, including but not limited to those resulting from step increases, promotions, bonuses and other salary increases, are paid on the effective date. To this end, Employer will, among other things, take all necessary action 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) Employees who are not paid increases on the effective date shall receive retroactive pay from the effective date to the time that the Employee begins receiving the increase.

D. Timely Reimbursement of Expenses

Employer shall 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.

E. 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 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 29 TECHNOLOGIES

Section 1

Whenever the Employer proposes to acquire or implement any mechanical device or system based upon new technology which may adversely impact employees in the bargaining unit, the Employer will notify the Union and when requested, bargain over the adverse effect. Appropriate training for affected employees so as to enable them to maintain their present job status shall be among the principal considerations as part of such bargaining. The Employer shall provide such training for affected employees to acquire the skills and knowledge necessary for new equipment or procedures. The training shall be held during working hours, if possible. The Employer shall bear the expense of the training.

Section 2

The parties to this Agreement recognize that computers are essential to the operation of any law office and that Employer-authorized software installed on the computers used by members of the bargaining unit is an important general condition of employment. Installation of any application software on any computer issued to a member of the bargaining unit can only be accomplished with the approval of the Employer and only to the extent that it is consistent with OGC and Commission policies and internal security practices and/or is required as a reasonable accommodation for a physical or mental disability.

Section 3

In addition to other approved procedures, including those permitting individual employee requests, the parties agree that the Union may submit recommendations for software to the Labor-Management Committee for consideration, in accordance with this Agreement.

ARTICLE 30 BENEFITS

Section 1 -- General

The parties will adhere to all applicable laws, rules, and regulations regarding the administration of benefits. Bargaining unit employees will be offered the same benefits as those provided, from time to time, through the District of Columbia Personnel Manual.

Section 2 - SmarTrip Benefits and Parking Benefits

A. Bargaining unit employees shall receive the same Public Transit Fringe Benefit Programs ("SmarTrip") as all other employees of the Commission to subsidize all or part of the monthly transit costs of the employees between their residence and the Commission's offices on normal workdays.

B. Bargaining unit employees shall receive the same COVID-19 Parking Benefits as all other employees of the Commission to subsidize all or part of the monthly parking costs of the employees for parking at or near the Commission's offices on normal workdays.

ARTICLE 31 GENERAL PROVISIONS

Section 1 - Work Rules

Employees will be advised of 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.

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 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 32 PANTRY/DINING AREA

PSC employees shall have access to and use of the dining space at the 1325 G Street, N.W., Suite 800, Washington, D.C., location, or at any subsequent location of the offices of the Public Service Commission of the District of Columbia, beginning the effective date of this Agreement.

ARTICLE 33 Flexitime/Flexiplace (Telework) (RESERVED)

ARTICLE 34 WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

Upon the execution of this Agreement, the within grade waiting periods for step advancement for bargaining unit employees with a prearranged regularly scheduled tour of duty will be consistent with the DPM.

ARTICLE 35 PARKING SPACES & REIMBURSEMENT

Section 1 - Parking Reimbursement

Employees required to use their personal vehicle for official business shall be reimbursed for parking expenses, which are incurred in the performance of his/her official duties, to the extent permitted under and consistent with Chapter 40 of Title 6-B of the D.C. Municipal Regulations. For the purpose of this Section, parking expenses are defined as parking expenses incurred by an employee to park his/her personal vehicle at the employee's worksite on a day when the employee plans to use a personal vehicle with the approval of the General Counsel to conduct official business on behalf of the District of Columbia government.

Section 2 - Parking Spaces

If no public parking is available for Employees at the main location of the Public Service Commission, the Employer shall give the Union the opportunity to purchase two of Commission's allotted parking spaces for use by bargaining unit members as determined by the Union.

ARTICLE 36 GRIEVANCE/ARBITRATION

Section 1 - Definition

A grievance shall be defined as any difference or disagreement between the parties involving the interpretation or application of any of the provisions of this Agreement or a breach thereof or involving the discipline or discharge of any employee. A grievance may be pursued by the employee or the Union.

Section 2 - General Provisions

Any grievance which 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 Commission or its designee.

Section 3 - Information Requests

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

Section 4 - Procedure

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 are encouraged to engage in productive meetings to resolve a grievance.

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 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 General Counsel or his or her designee, as appropriate, within ten (10) working 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 ten (10) working days after the receipt of the grievance.

Step 2: If the grievance is still unresolved, or the General Counsel or his/her designee has failed to respond, it may be presented in writing by the Union to the Commission within twenty (20) working days after the Step 1 response is due or received, whichever is sooner. The Commission shall respond in writing to the Union within twenty (20) working days after receipt of the written grievance.

Step 3: If the grievance is still unresolved, or the Commission has failed to respond, the Union may by written notice request binding arbitration. Such request must be made within twenty (20) working days of the date the reply at Step 2 is due or received, whichever is earlier.

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 with the General Counsel or his or her designee within ten (10) working days from the date of the occurrence or when the Union knew or should have known of the occurrence.

A grievance concerning a continuing condition may be filed at any time during the existence of that condition.

Section 5 - Selection of the Arbitrator

The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union and/or employee. 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) days after receipt of the list by both parties. The Employer and the Union and/or Employee 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 6 - 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/or the Employee and the Employer consistent with applicable law and regulation. He/she shall have no authority to add to, detract from, alter, amend

alp For Union sj For PSC

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.

Section 7 - Decision of the Arbitrator

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

Section 8 - Expenses of the Arbitrator

Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union and/or employee. However, each party shall be responsible for compensating its own representatives and witnesses.

Section 9 - Time Off For Grievance Hearings

The employee, Union Steward and/or Union representative shall, upon request, be permitted reasonable time to meet and discuss grievances with designated management officials at each step of the Grievance Procedure.

Section 10 - 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. A request for an extension of time shall not be unreasonably denied by the appropriate representative of either party if such request is made in writing by the original deadline date. The parties may mutually agree in writing to waive a Step of the procedure described in this Article.

Section 11 - Termination of Grievance

A grievance shall terminate with the Union's and/or Employee's consent or for failure to meet contractual time limits.

Section 12 - 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.

ARTICLE 37 DISCIPLINE & DISCHARGE

Section 1 - Disciplinary Actions

- A. Staff Counsels ("SC") in the bargaining unit are appointed by and are under the general supervision of the General Counsel. A Staff Counsel 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 sections in this Agreement.
- B. For purposes of this Article, "disciplinary action" includes reduction in base salary.
- C. Notwithstanding Section A herein, the General Counsel may summarily suspend or remove a bargaining unit member, in accordance with Sections 1616 and 1617 of the DPM, when the employee's conduct:
- (a) Threatens the integrity of government operations;
 - (b) Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or
 - (c) Is detrimental to public health, safety, or welfare.
- D. The PSC shall follow the procedures in Section 1616 of the DPM before summary removal. If there is no appeal to binding arbitration under Section 2 herein, the Commission's decision shall be the final agency decision.

Section 2 - Stay of Disciplinary Action

The filing of a request for arbitration shall not serve to stay or delay the effective date of the Commission's administrative decision.

ARTICLE 38 WAGES/PENSION

Article 38 - WAGES/PENSION of the Collective Bargaining Agreement shall be revised as follows:

Section 1 – Base Pay and Retroactive Pay

Commencing on October 1, 2022, all bargaining unit members shall be converted to the Office of the Attorney General Fiscal Year 2023 salary schedules in Appendix A.

Base pay shall be adjusted to the appropriate schedule of the present base pay, on the first pay period after the Agreement is signed.

The base pay shall be retroactive and paid to bargaining unit employees from the first day of the pay period on or after October 1, 2022.

Commencing on October 1, 2023, all bargaining unit members shall receive a three percent (3.0%) base pay increase.

Commencing on October 1, 2024, all bargaining unit members shall receive a three percent (3.0%) base pay increase.

ARTICLE 39 COMPENSATORY TIME

A lawyer who is required to work one or more hours outside his or her normal work hours may request an equal amount of compensatory time from his or her supervisor. 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. Compensatory time may only be approved for working at scheduled or special events outside an Employee's regular work hours, travel time outside normal work hours, and extraordinary assignments. The decision to grant an Employee compensatory time is at the discretion of management. In no event will an Employee be entitled to pay in lieu of compensatory time, except as expressly provided elsewhere in this Agreement.

ARTICLE 40 SICK LEAVE INCENTIVE PROGRAM

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

Section 1 - Accrual

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

- (a) Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave;
- (b) Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave; and
- (c) 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 2 - 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 3 - 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.

ARTICLE 41 MISCELLANEOUS

Section 1– Wellness/Fitness

If available at no cost to the Commission, the Commission shall provide exercise facilities at its office location for use by Union Employees to promote physical well-being and fitness of the Employee.

Section 2 – Fleet Vehicles

Union attorneys shall have reasonable access to Employer fleet vehicles for business purposes.

Section 3 - Educational Expenses

Any Employee having incurred educational expenses in furtherance of acquiring or improving the skills required to perform his/her assignment, at the Commission shall be reimbursed by the Commission as provided in the Commission's Employee Tuition Reimbursement Policy.

ARTICLE 42 REOPENER PROCEDURE

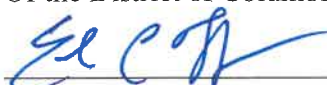
This Agreement may be modified by agreement of the parties. The Union may seek a modification after providing Management notice in writing at least sixty (60) days prior to the effective date desired for the modification. The Union may only seek modification of Article 35 - Parking Spaces/Reimbursement if free parking is offered to Management's commissioners, managers, and senior staff.

During modification negotiations, Management may seek modifications of any other provisions of the Agreement except for Article 38, Section 1 and Article 33, Section 4. Any proposed modification shall be submitted at least one hundred eighty (180) days before the expiration of this Agreement. Failing to agree to modify the Agreement shall not cause arbitration nor the declaration of an impasse.


ARTICLE 43 DURATION

This Agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the CMPA (D.C. Official Code § 1-617.15). 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 force and effect until September 30, 2025.

IN WITNESS THEREOF, the parties have executed this Agreement and a duplicate hereof, by their duly authorized officers on the dates shown below.

FOR THE EMPLOYER
Public Service Commission
Of the District of Columbia


Emile Thompson
Chairperson
Labor Representative Committee

FOR THE UNION
Local 1403, American Federation of
Government Employees, AFL-CIO


Angela Parsons
Vice President- PSC
Local 1403

District of Columbia Government Salary Schedule: Legal Services (Union)



Fiscal Year: 2023 Effective Date: October 9, 2022 Union/Nonunion: Union Affected CBU/Service Code(s): BQA A35

Pay Plan/Schedule: LS (Legal Service)
 Peoplesoft Schedule: LA0002

% Increase: 2.0%

Resolution Number:

Date of Resolution:

Grade	1	2	3	4	5	6	7	8	9	10	Between Step 5 & 6
09 \$	63,217 \$	65,325 \$	67,433 \$	69,541 \$	71,649 \$	73,757 \$	75,865 \$	77,973 \$	80,081 \$	82,189 \$	2,108
10 \$	69,631 \$	71,949 \$	74,267 \$	76,585 \$	78,903 \$	81,221 \$	83,539 \$	85,857 \$	88,175 \$	90,493 \$	2,318
11 \$	76,481 \$	79,035 \$	81,589 \$	84,143 \$	86,697 \$	89,251 \$	91,805 \$	94,359 \$	96,913 \$	99,467 \$	2,554
12 \$	91,673 \$	94,731 \$	97,789 \$	100,847 \$	103,905 \$	106,963 \$	110,021 \$	113,079 \$	116,137 \$	119,195 \$	3,058
13 \$	109,019 \$	112,654 \$	116,289 \$	119,924 \$	123,559 \$	127,194 \$	130,829 \$	134,464 \$	138,099 \$	141,734 \$	3,635
14 \$	128,524 \$	133,121 \$	137,718 \$	141,715 \$	146,012 \$	150,309 \$	154,606 \$	158,903 \$	163,200 \$	167,497 \$	4,297
15 \$	151,549 \$	156,599 \$	161,648 \$	166,698 \$	171,747 \$	176,795 \$	181,845 \$	186,894 \$	189,612 \$	193,437	Varies

MASTER AGREEMENT

BETWEEN

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL 20,
AFL-CIO**

AND

**THE PUBLIC SERVICE COMMISSION OF THE
DISTRICT OF COLUMBIA**

RECEIVED
DISTRICT OF COLUMBIA
PUBLIC SERVICE COMMISSION
2015 MAY -5 AM 10:36
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COMMISSION SECRETARY

EFFECTIVE THROUGH SEPTEMBER 30, 2018

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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 or any appropriate personnel authority 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 collective bargaining agent for certain employees of the Public Service Commission of the District of Columbia (hereinafter the "Commission" or the "Employer").

Accordingly, AFSCME and the Employer enter into this Agreement on , which shall have as its purposes:

1. Promotion of a positive policy of labor-management relations between the Employer and its employees;
2. Improvement of morale of employees in service to the Employer;
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 employees to express their views without fear of retaliation.

1

For Union

AW 4/25/14

For DCPSC



AFSCME and the Public Service Commission of the District of Columbia 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 as to the non-compensation terms of employment 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 Employer hereby recognizes as the sole and exclusive representative for the employees of the collective bargaining unit of the American Federation of State, County and Municipal Employees, AFL-CIO, District of Columbia District Council 20 (hereinafter referred to collectively as the "Union" or "AFSCME")

Section 2 - Bargaining Unit Description:

The Bargaining Unit shall be comprised of all professional and non-professional employees employed by the Employer, excluding all management officials, supervisors, confidential employees, employees engaged in personnel work other than in a purely clerical capacity and employees engaged in administering the provisions of Title 1, Chapter 6, subchapter XVII of the D.C. Official Code; and employees who are covered by another union's certification.

All Executive Assistants (Special Assistant II and III) to the Commissioners and the Executive Director, and the Staff Assistant in the Office of Human Resources, are excluded from the bargaining unit due to the nature of their job with the Employer, which includes access to personnel and confidential information.

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 a bargaining unit employee who does not pay dues or service fees may be required by the Union to pay reasonable costs for personal representation.

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 of the exercise of management rights, 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 Employer 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 within its bargaining unit to explain Union membership, services and programs. Such access shall occur either during 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 cause to be deducted 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 eligible to join the Union 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 cause to be deducted \$.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 Labor-Management Partnerships to promote labor-management cooperation within a high-quality work environment designed to improve the quality of services delivered to the public.

The Commission's 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 shall be by consensus only.

Section 2 — Labor-Management Contract Review Committee:

Appropriate high-level management and union representatives shall meet as necessary, 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 Chairman of the Commission (hereinafter the "Chairman") for action. The Chairman 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 has the right, freely and without fear of penalty.

- (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 Employer's affirmative action plan will be observed. Any deviation of the plan shall be sent to the Union.

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Employer to discuss implementation of the affirmative action policies and programs.

Vacancy Announcements for vacancies shall be posted at all work locations. One copy of the notice shall be supplied to appropriate Union Shop Stewards. For all purposes of this agreement, notice may be delivered electronically.

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. Except for matters of an employee's discipline or an emergency, the Union shall give the Employer at least 24-hours advance notification 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.

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. See Appendix A. 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.

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.

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 Employer, 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 fifteen (15) days advance written notice of proposed adverse action (or seven (7) 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 Employer shall in good faith attempt to notify the Union of proposed disciplinary actions. 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 five (5) 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 Employer. 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 Chairman of the Employer or its Chief Human Resource Officer.

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 Employer, to the employee involved or other employees, or is detrimental to the public's health, safety or welfare; the Employer may place an employee on administrative leave with or without notice of the proposed action 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 Employer's policies.

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:

In appropriate cases, consideration shall be given to referring troubled employees to an employee assistance program sponsored by the Government of the District of Columbia.

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, as appropriate, each employee with basic training or orientation for the safe and effective performance of his/her job. Training must relate to the employee's job function, subject to budget, and the Employer's preapproval, which shall not be unreasonably withheld. 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 DPM Chapter 13. 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 Employer 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, seek to provide pertinent information to verify the employee's experience with the Employer. 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 employees through promotions, transfers and the 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 Employer shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the Employer 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).

C. The Employer 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 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 Employer shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the Employer 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 Employer.

Section 5 - Safety Devices and Equipment:

When applicable, protective devices and protective equipment shall be provided by the Employer to be used by employees.

Section 6 - Safety Training

A. The Employer 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 Employer 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 Employer 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 Employer is hereby established.

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

C. The Safety Committee shall:

1. Meet at least quarterly or as needed, 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 Employer;

3. Receive appropriate health and safety training.

D. Final reports or responses from the Employer shall be provided to the Safety Committee within a reasonable period of time on safety matters initiated by the Committee.

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

Section 9 - Light Duty:

A. The Employer 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 unit. If light duty is not available within the unit, suitable work will be sought elsewhere within the Commission.

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 another employee makes the request. 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 10 - 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 Chairman or his or her designee.

Section 11 - 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).

Section 12 - 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 13:

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.

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 that affect the bargain agreement shall be subject to notice and consultation with the Union.

Section 2 - Distribution of Agreement:

The Employer and 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 cause to be maintained the official files of all personnel covered by this Agreement. 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 Employer shall cause to be kept all arrests by the Metropolitan Police, fingerprint records, and other confidential reports in a confidential file apart from the official personnel folder. No person shall have access to the confidential file without authorization from the Employer's Chief Human Resources Officer.

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 within job classification and function 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:

The Employer shall provide the Union semiannually with list of names of employees represented by the Union. The list will be in seniority order as defined by Section 1 of this Article. The Employer shall supply the Union semi-annually with lists of new hires in bargaining unit positions and the names of unit employees who have left employment.

Section 4 - Reassignments:

A reassignment requested by an employee to a position in the same classification within the Commission 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 or communicated electronically 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 Human Resources 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 relevant 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 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 - Reporting Time:

A. During inclement weather where the Employer 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., which provides 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 District of Columbia 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 the Employer 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 Employer it 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 Employer. 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, when appropriate. 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 in 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 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 Employer shall not contract out job positions traditionally performed by employees covered by this Agreement, except where manpower (including expertise and technology) and/or equipment is not available to perform such work, when it is determined by the Employer that budgetary conditions exist requiring contracting out, or when it is determined by the Employer 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 Employer shall consult with the Union prior to any formal notice to contract out a bargaining unit job.

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 Employer shall consult with the Union to determine if the needs of the Employer 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 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 that 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 address 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 by the employee and/or the Union to the Chairman or his/her designated representative, in writing within fifteen (15) working days after the Step 2 response is due or received, whichever is sooner. The Chairman, 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.

Step 4: 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) hour 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 with the Chairman or Director of Human Resources.

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 Employer will not be processed as a grievance under this Article unless the matter is specifically included in another provision of this Agreement, or any compensation agreement executed between the parties.

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:

When the Employer introduces new equipment or technological changes on an experimental basis the Employer will notify the Union upon introduction as to where the experiment is being conducted and its nature and intended duration. The Employer will provide a 60 day 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 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 descriptions.

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 for three years from the final approval date. 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

On this day of May 11, 2016 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE PUBLIC SERVICE
COMMISSION OF THE DISTRICT OF
COLUMBIA**



Betty Ann Kane, Chairman

**FOR DISTRICT COUNCIL 20
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO (AFSMCE)**


Andrew Washington, Executive Director
Edward P. Ongweso, Ph.D
Anjanette L. Parker
John Howley

APPENDIX A

For Union ASW 4/25/16

For DCPS 200 4.25.16

REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)

1	Labor negotiations.
2	Contacts between employee representatives and employees provided for in the negotiated grievance procedure.
3	Grievance meetings and arbitration hearings.
4	Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.
5	Attendance at an examination of an employee who reasonably believe he or she may be the subject of a disciplinary or adverse action and the employee has requested representation.
6	Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
7	Attendance at meetings between the Employer and the Union.
8	Attendance at agency recognized/sponsored activities to which the Union has been invited.

**Distribution: Original to Office of Labor Relations & Collective Bargaining
Copy kept by Supervisor & Union Representative**

**COMMISSION EMPLOYEES
POSITION LISTING BY OFFICE**

(as of 1-9-26)

#	Employee Name	Position Title	Office*	Date Employee Began Position	Schedule	Series	Grade	Step	Salary	Fringe (@21.4%)	Total	Job Status
1	Thompson, Emile	Chairman	CHAIR	12/2/2021	CS	301	17	0	\$ 209,220.00	\$ 44,773.08	\$ 253,993.08	Term
2	Noelsaint, Merancia	Policy Advisor	CHAIR	8/29/2021	CS	301	15	0	\$ 155,000.00	\$ 33,170.00	\$ 188,170.00	Term
3	Gurkin, Danielle	Principal Legislative Advisor	CHAIR	1/1/2023	CS	301	14	9	\$ 138,184.00	\$ 29,571.38	\$ 167,755.38	Continuing
4	Newkirk, Wendy	Special Assistant	CHAIR	9/22/2024	CS	301	14	6	\$ 127,615.00	\$ 27,309.61	\$ 154,924.61	Continuing
5	Vacant	Diversity, Equity and Inclusion Specialist	CHAIR		CS	301	13	1	\$ 93,069.00	\$ 19,916.77	\$ 112,985.77	Continuing
6	Beverly, Richard	Commissioner	COMM	12/20/2016	CS	301	17	0	\$ 198,759.00	\$ 42,534.43	\$ 241,293.43	Term
7	Fisher, Alexandra	Policy Advisor	COMM	10/9/2022	CS	301	15	0	\$ 139,534.00	\$ 29,860.28	\$ 169,394.28	Term
8	Spears, Mable Tillery	Executive Assistant	COMM	3/1/1993	CS	301	13	9	\$ 116,933.00	\$ 25,023.66	\$ 141,956.66	Continuing
9	Trabue, Theodore	Commissioner	COMM	12/20/2022	CS	301	17	0	\$ 198,759.00	\$ 42,534.43	\$ 241,293.43	Term
10	Watson, Kelly	Policy Advisor	COMM	7/2/2023	CS	301	15	0	\$ 154,655.00	\$ 33,096.17	\$ 187,751.17	Term
11	Roberts, Ralea	Executive Assistant	COMM	2/26/2023	CS	301	13	4	\$ 102,018.00	\$ 21,831.85	\$ 123,849.85	Continuing
12	Booth, Quincy	Executive Director	OED	1/3/2023	MS	301	16	0	\$ 197,337.00	\$ 42,230.12	\$ 239,567.12	Continuing
13	Daves, Aminta	Special Assistant	OED	11/27/2016	CS	301	12	10	\$ 103,333.00	\$ 22,113.26	\$ 125,446.26	Continuing
14	Wells, Vanetta	Sr. Program Analyst	OED	10/14/2018	CS	343	14	10	\$ 162,565.00	\$ 34,788.91	\$ 197,353.91	Continuing
15	Anderson, Benita	Chief Human Resources Officer	OHR	1/22/2008	MS	201	15	0	\$ 160,553.00	\$ 34,358.34	\$ 194,911.34	Continuing
16	Pryce, Sophia B	Sr. Human Resources Specialist	OHR	1/9/2006	CS	201	14	9	\$ 138,184.00	\$ 29,571.38	\$ 167,755.38	Continuing
17	Davis, Ashley	Human Resources Specialist	OHR	11/3/2024	CS	201	11	8	\$ 79,971.00	\$ 17,113.79	\$ 97,084.79	Continuing
18	Armstead Didigu, Kellie	Strategic Communications Director	OSC	7/30/2023	MS	1001	15	0	\$ 152,581.00	\$ 32,652.33	\$ 185,233.33	Continuing
19	Schwark, Steven	Communications Officer	OSC	11/3/2024	CS	1001	14	4	\$ 120,569.00	\$ 25,801.77	\$ 146,370.77	Continuing
20	Douglas, Whitney	Public Affairs Specialist	OSC	10/6/2024	CS	1035	13	6	\$ 107,984.00	\$ 23,108.58	\$ 131,092.58	Continuing
21	Joemah, Dionne	General Counsel	OGC	10/20/2025	LX	905	3	0	\$ 208,000.00	\$ 44,512.00	\$ 252,512.00	Continuing
22	Perry, Jamond	Supervisory Attorney Advisor	OGC	6/3/2024	LX	905	2	0	\$ 203,000.00	\$ 43,442.00	\$ 246,442.00	Continuing
23	Frazier, Tiffany	Regulatory Affairs Specialist	OGC	12/24/2006	CS	301	14	7	\$ 150,436.00	\$ 32,193.30	\$ 182,629.30	Continuing
24	Edmonds, Brian	Attorney Advisor	OGC	2/28/2022	LS	905	15	10	\$ 205,217.00	\$ 43,916.44	\$ 249,133.44	Continuing
25	Herskovitz, Richard S	Attorney Advisor	OGC	5/14/2007	LS	905	15	10	\$ 205,217.00	\$ 43,916.44	\$ 249,133.44	Continuing

26	Lincoln Stewart, Kimberly	Attorney Advisor	OGC	12/20/1993	LS	905	15	10	\$ 205,217.00	\$ 43,916.44	\$ 249,133.44	Continuing
27	Shelley, Naza	Attorney Advisor	OGC	1/12/2014	LS	905	15	6	\$ 187,562.00	\$ 40,138.27	\$ 227,700.27	Continuing
28	Walt, Lara H.	Attorney Advisor	OGC	10/12/1999	LS	905	15	10	\$ 205,217.00	\$ 43,916.44	\$ 249,133.44	Continuing
29	Antonio, Noel	Attorney Advisor	OGC	9/13/1999	LS	905	14	6	\$ 159,463.00	\$ 34,125.08	\$ 193,588.08	Continuing
30	Parsons, Angela	Attorney Advisor	OGC	9/27/2020	LS	905	14	6	\$ 159,463.00	\$ 34,125.08	\$ 193,588.08	Continuing
31	Davis, Hunter	Attorney Advisor	OGC	8/14/2023	LS	905	13	10	\$ 150,364.00	\$ 32,177.90	\$ 182,541.90	Continuing
32	Jaksch, Stephan	Attorney Advisor	OGC	1/14/2024	LS	905	14	1	\$ 136,668.00	\$ 29,246.95	\$ 165,914.95	Continuing
33	Martin, Steven	Attorney Advisor	OGC	10/7/2024	LS	905	13	2	\$ 119,516.00	\$ 25,576.42	\$ 145,092.42	Continuing
34	Woodward, Alex	Attorney Advisor	OGC	5/8/2023	LS	905	13	3	\$ 123,372.00	\$ 26,401.61	\$ 149,773.61	Continuing
35	Patterson, Shanelle	Attorney Advisor	OGC	1/12/2025	LS	905	12	4	\$ 106,988.00	\$ 22,895.43	\$ 129,883.43	Continuing
36	Wilburn, John	Paralegal Specialist	OGC	1/29/2024	CS	950	11	2	\$ 77,299.00	\$ 16,541.99	\$ 93,840.99	Continuing
37	Ramachandran, Poorani	Director of Technical and Regulatory Matters	OTRA/OD	2/11/2024	MS	301	16	0	\$ 197,337.00	\$ 42,230.12	\$ 239,567.12	Continuing
38	Vacant	Staff Assistant	OTRA/OD		CS	301	11	1	\$ 74,893.00	\$ 16,027.10	\$ 90,920.10	Continuing
39	Nzeogu, Nnadozie	Chief of Staff	OTRA/OD	9/21/2025	MS	301	15	0	\$ 161,283.00	\$ 34,514.56	\$ 195,797.56	Continuing
40	Vacant	Chief, Climate Action	OTRA/OCA		MS	301	15	0	\$ 127,030.00	\$ 27,184.42	\$ 154,214.42	Continuing
41	Weise, Barry	Sustainability Officer	OTRA/OCA	2/27/2022	CS	301	14	6	\$ 146,393.00	\$ 31,328.10	\$ 177,721.10	Continuing
42	Banks, Dollie	Sr. Environmental Economist	OTRA/OCA	7/31/2023	CS	110	14	8	\$ 154,479.00	\$ 33,058.51	\$ 187,537.51	Continuing
43	Cabell, Harry	Distributed Energy Resource Specialist	OTRA/OCA	10/20/2025	CS	850	13	1	\$ 106,763.00	\$ 22,847.28	\$ 129,610.28	Continuing
44	Bagayoko, Amadou	Chief Compliance and Enforcement	OTRA/OCE	7/28/2024	MS	1801	15	0	\$ 164,800.00	\$ 35,267.20	\$ 200,067.20	Continuing
45	Yousif, Magid	Pipeline Safety Inspector	OTRA/OCE	11/17/2024	CS	1801	14	5	\$ 142,350.00	\$ 30,462.90	\$ 172,812.90	Continuing
46	Jackson, Donald	Sr. Compliance and Enforcement Officer	OTRA/OCE	8/16/2020	CS	1801	14	7	\$ 150,436.00	\$ 32,193.30	\$ 182,629.30	Continuing
47	Bohorquez, Rafael	Pipeline Safety Engineer	OTRA/OCE	8/29/2022	CS	801	13	7	\$ 127,295.00	\$ 27,241.13	\$ 154,536.13	Continuing
48	Hurtado, Jose	Pipeline Safety Inspector	OTRA/OCE	12/2/2024	CS	801	13	4	\$ 117,029.00	\$ 25,044.21	\$ 142,073.21	Continuing
49	Vacant	Damage Prevention Inspector	OTRA/OCE		CS	1801	12	1	\$ 92,656.00	\$ 19,828.38	\$ 112,484.38	Continuing
50	Patterson, Damon	Compliance Inspector	OTRA/OCE	2/4/2014	CS	1801	12	10	\$ 118,558.00	\$ 25,371.41	\$ 143,929.41	Continuing
51	Henning, Bryan	Chief, Office of Infrastructure & System Planning	OTRA/OISP	5/5/2024	MS	1801	15	0	\$ 165,979.00	\$ 35,519.51	\$ 201,498.51	Continuing
52	Brown, Maria Teresa	Infrastructure Project Lead	OTRA/OISP	4/22/2024	CS	301	14	7	\$ 150,436.00	\$ 32,193.30	\$ 182,629.30	Continuing
53	Kebede, Abraham	Infrastructure Project Specialist	OTRA/OISP	10/7/2024	CS	301	13	5	\$ 120,451.00	\$ 25,776.51	\$ 146,227.51	Continuing
54	Belfon, Akeil	Infrastructure Project Manager	OTRA/OISP	12/16/2024	CS	301	14	6	\$ 146,393.00	\$ 31,328.10	\$ 177,721.10	Continuing
55	Sunderhauf, Stephen	Chief Economist	OTRA/OE	8/1/2022	MS	110	15	0	\$ 171,876.00	\$ 36,781.46	\$ 208,657.46	Continuing
56	Fujihara, Roger A.	Sr. Economist	OTRA/OE	11/28/2005	CS	110	14	10	\$ 162,565.00	\$ 34,788.91	\$ 197,353.91	Continuing
57	Mercogliano, Matthew	Sr. Economist	OTRA/OE	7/14/2024	CS	110	14	3	\$ 134,264.00	\$ 28,732.50	\$ 162,996.50	Continuing
58	Olmstead, Thomas	Sr. Environmental Economist	OTRA/OCA	3/26/2023	CS	110	14	3	\$ 134,264.00	\$ 28,732.50	\$ 162,996.50	Continuing
59	Shetty, Subind	Sr. Analyst (Wholesale Energy Markets)	OTRA/OE	7/3/2023	CS	343	14	9	\$ 158,522.00	\$ 33,923.71	\$ 192,445.71	Continuing
60	Purbey, Anmol	Economist	OTRA/OE	10/6/2025	CS	110	12	1	\$ 92,656.00	\$ 19,828.38	\$ 112,484.38	Continuing
61	Lundt, Christopher	Economist	OTRA/OE	4/26/2021	CS	110	13	4	\$ 117,029.00	\$ 25,044.21	\$ 142,073.21	Continuing
62	Ongweso, Edward P	Economist	OTRA/OFA	3/1/1999	CS	110	13	10	\$ 137,561.00	\$ 29,438.05	\$ 166,999.05	Continuing
63	Marime, Gillian	Chief Finance and Accounting	OTRA/OFA	7/2/2023	MS	1160	15	0	\$ 177,160.00	\$ 37,912.24	\$ 215,072.24	Continuing

64	Otiji, Felix	Sr. Accountant	OTRA/OFA	3/10/2025	CS	510	14	10	\$ 162,565.00	\$ 34,788.91	\$ 197,353.91	Continuing
65	Skrynnikov, Timour	Sr. Financial Analyst	OTRA/OFA	7/31/2022	CS	1160	14	6	\$ 146,393.00	\$ 31,328.10	\$ 177,721.10	Continuing
66	Vacant	Sr. Auditor	OTRA/OFA		CS	511	14	1	\$ 126,178.00	\$ 27,002.09	\$ 153,180.09	Continuing
67	Vacant	Financial Analyst	OTRA/OFA		CS	1160	13	1	\$ 106,763.00	\$ 22,847.28	\$ 129,610.28	Continuing
68	Martinez, Paul	Deputy Executive Director	ODED	2/22/2021	MS	301	16	0	\$ 194,921.00	\$ 41,713.09	\$ 236,634.09	Continuing
69	Hester, Karen	Contract Specialist	ODED	10/14/2018	CS	1102	14	10	\$ 162,565.00	\$ 34,788.91	\$ 197,353.91	Continuing
70	Gray, Kimberly	Contract Specialist	ODED	7/4/2021	CS	1102	14	9	\$ 158,522.00	\$ 33,923.71	\$ 192,445.71	Continuing
71	Campbell, Lynette	Procurement Analyst	ODED	7/1/2024	CS	1102	11	2	\$ 77,299.00	\$ 16,541.99	\$ 93,840.99	Term
72	Cho, Bruce	Information Technology Specialist	ODED	5/4/2015	CS	2210	14	5	\$ 142,350.00	\$ 30,462.90	\$ 172,812.90	Continuing
73	Malhotra, Sidarth	Information Technology Specialist	ODED	8/1/2022	CS	2210	13	2	\$ 110,185.00	\$ 23,579.59	\$ 133,764.59	Continuing
74	Magarino, Rae	Information Technology Specialist	ODED	1/29/2024	CS	2210	11	4	\$ 82,111.00	\$ 17,571.75	\$ 99,682.75	Continuing
75	Sedgwick Westbrook, Brinda	Commission Secretary	OCMS	1/30/2012	MS	301	15	0	\$ 155,104.00	\$ 33,192.26	\$ 188,296.26	Continuing
76	Butler, Vasheena	Deputy Commission Secretary	OCMS	8/25/2024	MS	301	13	0	\$ 111,590.00	\$ 23,880.26	\$ 135,470.26	Continuing
77	Ngo, Annie	Data Analyst	OCMS	3/29/2021	CS	301	13	9	\$ 134,139.00	\$ 28,705.75	\$ 162,844.75	Continuing
78	Briggs, Marvin	Records Management Specialist	OCMS	10/27/2008	CS	301	12	10	\$ 118,558.00	\$ 25,371.41	\$ 143,929.41	Continuing
79	Harris, Alphonzo L	Regulatory Docket Specialist	OCMS	5/5/2003	CS	301	11	7	\$ 89,329.00	\$ 19,116.41	\$ 108,445.41	Continuing
80	Anaele, Joanne	Regulatory Docket Specialist	OCMS	11/17/2024	CS	301	12	5	\$ 104,168.00	\$ 22,291.95	\$ 126,459.95	Continuing
81	Vacant	Program Analyst	OCMS		CS	343	12	1	\$ 92,656.00	\$ 19,828.38	\$ 112,484.38	Continuing
82	Baber, Tiara	Staff Assistant	OCMS	1/26/2024	CS	301	11	7	\$ 89,329.00	\$ 19,116.41	\$ 108,445.41	Continuing
83	Smith, Maurice	Director of Consumer Services	OCS	5/3/2015	MS	301	15	0	\$ 150,000.00	\$ 32,100.00	\$ 182,100.00	Continuing
84	Moskowitz, Margaret	Supv Consumer Services Specialist	OCS	11/20/2022	MS	1801	14	0	\$ 138,908.00	\$ 29,726.31	\$ 168,634.31	Continuing
85	Aylor, Aaron-John	Consumer Services Specialist	OCS	4/30/2017	CS	1801	12	4	\$ 101,290.00	\$ 21,676.06	\$ 122,966.06	Continuing
86	Kaur, Amarjeet	Consumer Services Specialist	OCS	11/20/2022	CS	1801	11	8	\$ 91,735.00	\$ 19,631.29	\$ 111,366.29	Continuing
87	Wade, Kristina Fox	Consumer Services Specialist	OCS	7/15/2024	CS	1801	11	2	\$ 77,299.00	\$ 16,541.99	\$ 93,840.99	Continuing
88	Gray, Sherandan	Consumer Services Specialist	OCS	2/10/2025	CS	1801	11	1	\$ 74,893.00	\$ 16,027.10	\$ 90,920.10	Continuing
89	Bilal, Karimah	Consumer Outreach Officer	OCS	2/14/2022	CS	301	14	5	\$ 142,350.00	\$ 30,462.90	\$ 172,812.90	Continuing
90	Miles, Ashanti	Consumer Outreach Specialist	OCS	2/10/2025	CS	1801	11	1	\$ 74,893.00	\$ 16,027.10	\$ 90,920.10	Continuing
91	Alston, Samantha	Consumer Outreach Specialist	OCS	2/10/2025	CS	1801	11	4	\$ 82,111.00	\$ 17,571.75	\$ 99,682.75	Continuing
92	Moore, Orsheka	Agency Fiscal Officer**	AFO	4/20/2025	OCFO	501	14	8	\$ 154,479.00	\$ 33,058.51	\$ 187,537.51	Continuing
93	Armstrong, Sherwood	Accountant	AFO	11/8/2020	OCFO	560	12	5	\$ 104,168.00	\$ 22,291.95	\$ 126,459.95	Continuing
94	Suares, Shalet	Budget Analyst	AFO	10/21/2024	OCFO	560	9	5	\$ 70,102.00	\$ 15,001.83	\$ 85,103.83	Continuing

*

CHAIR = Office of the Chairman
 COMM = Office of the Commissioner
 OED = Office of the Executive Director

OHR = Office of Human Resources
OSC = Office of Strategic Communications
OGC = Office of the General Counsel
OTRA = Office of Tech and Regulatory Analysis
ODED = Office of the Deputy ED
OCMS = Office of the Commission Secretary
OCS = Office of Consumer Services
AFO = Agency Fiscal Officer

** Salary of AFO reflects 60% of total salary. Forty percent of salary is paid by the Office of the People's Counsel.

Grants FY26 to date										
Agency Name:		DH0 - Public Service Commission								
Official Grant Name	Grant Type (Federal or Private)	Grantor/Agency Name (Federal or Private)	Federal Listing of Assistance (formerly known as CFDA #)	Grant Period of Performance / Obligation Period (e.g. 01/01/2019 - 12/31/2020)	Liquidation/Federal Drawdown Deadline	DIFS Award #(s)	Total Award Amount	Expenses, Commitments & Obligations in FY26	Sum of Available Budget (Unspent Amount) To date	Grant Purpose
PIPELINE SAFETY GRANT - FY 2026	Federal	Federal - Operating	20.7	10/01/2025-12/31/2025	9/30/2026	2002233	98,189.25	92,399.44	5,789.81	The grant provides funds to implement the Natural Gas Pipeline Safety program by maintaining needed number of inspections, ensuring that the staff is properly trained and qualified to perform the safety functions, and enforcing compliance with all federal and local safety laws.
							\$ 98,189			

Grants FY 25											
Agency Name: DH0 - Public Service Commission											
Official Grant Name	Grant Type (Federal or Private)	Grantor/Agency Name (Federal or Private)	Federal Listing of Assistance (formerly known as CFDA #)	Grant Period of Performance / Obligation Period (e.g. 01/01/2019 - 12/31/2020)	Liquidation/Federal Drawdown Deadline	DIFS Award #(s)	Total Award Amount	Sum of Expenses, Commitments & Obligations in FY25	Sum of Available Budget (Unspent Amount) at End of FY25	If lapsed, Amount Left in Federal Account	Grant Purpose
PIPELINE SAFETY GRANT	Federal	Federal - Operating	20.7	10/01/2024-09/30/2025	9/30/2026	2000153	575,427.00	477,237.75	98,189.25	9/30/2025	The grant provides funds to implement the Natural Gas Pipeline Safety program by maintaining needed number of inspections, ensuring that the staff is properly trained and qualified to perform the safety functions, and enforcing compliance with all federal and local safety laws.
							\$ 575,427			\$ 45,930	

Grants FY26 to date										
Agency Name: DH0 - Public Service Commission										
Official Grant Name	Grant Type (Federal or Private)	Grantor/Agency Name (Federal or Private)	Federal Listing of Assistance (formerly known as CFDA #)	Grant Period of Performance / Obligation Period (e.g. 01/01/2019 - 12/31/2020)	Liquidation/Federal Drawdown Deadline	DIFS Award #(s)	Total Award Amount	Expenses, Commitments & Obligations in FY26	Sum of Available Budget (Unspent Amount) To date	Grant Purpose
PIPELINE SAFETY GRANT - FY 2026	Federal	Federal - Operating	20.7	10/01/2025-12/31/2025	9/30/2026	2002233	98,189.25	92,399.44	5,789.81	The grant provides funds to implement the Natural Gas Pipeline Safety program by maintaining needed number of inspections, ensuring that the staff is properly trained and qualified to perform the safety functions, and enforcing compliance with all federal and local safety laws.
							\$	98,189		

Grants
Grants and Subsidies

Grantee Name	Grant Number	Grant Purpose - Description of Services	Competitive or Sole Source	Grant Total if multi-year	FY25 Grant Amount	Funding Source (local, federal, private, special revenue, specify if ARPA)	Notes
			N/A				
				\$ -	\$ -		

Grants
Grants and Subsidies

Grantee Name	Grant Number	Grant Purpose - Description of Services	Competitive or Sole Source	Grant total, if multi-year	FY26 Grant Amount	Funding Source (local, federal, private, special revenue, specify if ARPA)	Notes
N/A							
				\$ -	\$ -		

Grants
Grants and Subsidies

Grantee Name	Grant Number	Grant Purpose - Description of Services	Competitive or Sole Source	Grant total, if multi- year	FY26 Grant Amount	Funding Source (local, federal, private, special revenue, specify if ARRA)	Notes
			N/A				
				\$ -	\$ -		

Question 14

b. A list of all vehicles owned, leased, or otherwise used by the Commission and to whom the vehicle is assigned, as well as a description of all vehicle accidents involving the Commission's vehicles in Fiscal Year 2025 and Fiscal Year 2026, to date;

Fiscal Year 2025 and Fiscal Year 2026 Leased Vehicles			
#	Make	Model	Purpose
1	Toyota	Tacoma	Meter Testing
2	Dodge	Caravan	Outreach
3	Ford	Fusion	Inspection
4	Ford	Fusion	Inspection
5	Ford	Fusion	Inspection
6	Ford	Fusion	Inspection

Fiscal Year 2025 and Fiscal Year 2026 Vehicle Accidents			
Fiscal Year	No. of Accidents	Vehicle	Driver
2025	0		
2026	0		

Driver
Damon Patterson (OTRA)
Maurice Smith (OCS)
Jose Hurtado (OTRA)
Ahmadou Bagayoko (OTRA)
Magid Yousif (OTRA)
Rafael Bohorquez (OTRA)

Comments



**PUBLIC SERVICE COMMISSION
PROPOSED FY 2025 PERFORMANCE PLAN**

APRIL 3, 2024

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1 PUBLIC SERVICE COMMISSION

Mission: The mission of the Public Service Commission of the District of Columbia is to serve the public interest by ensuring that financially healthy utility companies provide safe, reliable and quality utility services at reasonable rates for District of Columbia customers, while fostering grid modernization, conservation of natural resources, preservation of environmental quality, and advancement of the District's climate policy commitments.

Services: The Public Service Commission regulates public utilities operating in the District of Columbia. It does so by issuing orders in formal proceedings that may include written comments or testimony, hearings, studies, and investigations; ensuring fair and appropriate utility prices; fostering competition by licensing utility service providers and supervising the competitive bidding process; ensuring that utility providers meet various environmental regulations and standards by operating in ways that conserve natural resources and preserve environmental quality; and resolving disputes among consumers and utility service providers. In addition to its regulatory services, the Commission also conducts outreach via its website, public forums, and various literatures in order to educate utility consumers and inform the public.

2 PROPOSED 2025 OBJECTIVES

Strategic Objective

Ensure Safe, Reliable and Quality Electric Gas and Local Telecommunications Services at Just and Reasonable Rates

Foster Fair and Open Competition among Service Providers

Educate Consumers and Inform the Public

Create and maintain a highly efficient, transparent, and responsive District government.

Consider Environmental Issues In Adjudications and Infrastructure Matters

3 PROPOSED 2025 OPERATIONS

Operation Title	Operation Description	Type of Operation
Ensure Safe, Reliable and Quality Electric Gas and Local Telecommunications Services at Just and Reasonable Rates		
One Call Inspections	Our one call inspector makes daily visits to construction sites to assure that contractors avoid utility lines when excavating.	Daily Service
USDOT Rating	Annual rating by US Department of Transportation of the overall effectiveness of our pipeline safety program.	Key Project
Pipeline Inspections	Our pipeline safety inspectors make daily visits to Washington Gas work sites to assure compliance with federal and D.C. safety standards.	Daily Service
Mergers and Acquisitions	Consider applications for merger or acquisition of utility companies	Key Project
Monopoly Request Adjudication	The Commission conducts evidentiary or other hearings to determine whether proposed utility rate adjustments are just and reasonable.	Key Project
PowerPath DC	FC 1130, Modernizing the Energy Delivery System for Improved Sustainability, is a docket intending to explore new technologies and concepts that will all more efficient use of the energy delivery system.	Key Project
Construction Projects	The Commission continues to oversee utility construction projects to ensure that they contribute to the reliability and resiliency of the distribution system. Commission oversight helps to ensure that these projects will be constructed efficiently, with minimal disruption to consumers and with coordination with other District agencies.	Key Project
Racial Equity	In 2022, the Commission will establish a new position, the Equity and Ethics Officer, who will be responsible for (1) liaison with the Office of Racial Equity and the Board of Ethics and Government Accountability; and (2) advancement of racial equity within utility proposals, including clean energy proposals and climate change commitments.	Key Project
Foster Fair and Open Competition among Service Providers		
DC USTF	The Commission oversees management of the Universal Service Trust Fund, including preparing the annual assessment rate, reviewing Verizon's surcharge calculation and collections, approving an annual budget and disbursements.	Key Project
Renewable Portfolio Applications Granted	Increased use of renewable energy sources is the policy of the District of Columbia. The Commission approves applications from persons who generate electricity from solar, wind, biomass and other sources.	Daily Service

(continued)

Operation Title	Operation Description	Type of Operation
Competitive Applications Processed	Energy and telecommunications competitors must be licensed by the Commission. The timely processing of these applications assures a robust competitive environment.	Daily Service
Educate Consumers and Inform the Public		
Consumer Complaints and Inquiries	When consumers are unable to resolve an issue with a utility supplier, they may come to the Commission to file an informal or formal complaint. Our Consumer Specialists counsel the consumer, contact the utility and mediate a resolution to the issue.	Daily Service
Outreach Events	Our Consumer Specialists attend events at venues throughout the District to inform consumers about their rights regarding utility regulation.	Daily Service
Community Hearings	In cases having significant impact on the public (e.g., applications for a rate increase), the Commission conducts Community Hearings at which it presents a summary of the case and invites members of the public to express their views.	Key Project
Create and maintain a highly efficient, transparent, and responsive District government.		
Complaint Management	Percentage of Complaints resolved at an informal level is a measure of agency efficiency.	Key Project
Adjudication Management	Adjudications are often complex proceedings involving evidentiary and community hearings. Completion of adjudications within 90 days of the close of the record is a measure of the efficiency of the staff.	Key Project
Consider Environmental Issues In Adjudications and Infrastructure Matters		
Environmental metrics established	The Commission is charged by the Clean Energy DC Act with considering environmental issues when regulating utility and energy companies.	Key Project

4 PROPOSED 2025 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

Key Performance Indicators

Measure	Directionality	FY 2022	FY 2023	FY 2024 Target	FY 2025 Target
Ensure Safe, Reliable and Quality Electric Gas and Local Telecommunications Services at Just and Reasonable Rates					
Adjudicative Case decisions issued within 90 days of record closure	Up is Better	No Applicable Incidents	96%	95%	95%
US Department of Transportation Rating of DC Pipeline Safety Program	Up is Better	Not Available	100%	98%	98%
Educate Consumers and Inform the Public					
Number of Community Outreach Events and Education Summits, Including Those Directed at Vulnerable Communities	Up is Better	Not Available	Not Available	35	40
Create and maintain a highly efficient, transparent, and responsive District government.					
Percent of Consumer Complaints Resolved at an informal level	Up is Better	99%	99%	98%	98%
Percent of new hires that are District residents	Up is Better	New in 2023	62.5%	No Target Set	No Target Set
Percent of employees that are District residents	Up is Better	New in 2023	35%	No Target Set	No Target Set
Percent of required contractor evaluations submitted to the Office of Contracting and Procurement on time.	Up is Better	New in 2023	No Applicable Incidents	No Target Set	No Target Set
Percent of new hires that are current District residents and received a high school diploma from a DCPS or a District Public Charter School, or received an equivalent credential from the District of Columbia	Up is Better	New in 2023	11.1%	No Target Set	No Target Set
Percent of agency staff who were employed as Management Supervisory Service (MSS) employees prior to 4/1 of the fiscal year that had completed an Advancing Racial Equity (AE204) training facilitated by ORE within the past two years.	Up is Better	New in 2023	Not Available	No Target Set	No Target Set
Consider Environmental Issues In Adjudications and Infrastructure Matters					
Percentage of Adjudications or Infrastructure Cases Where Environmental Issue Considered	Up is Better	100%	Not Available	90%	90%
Percentage of RPS Applications Processed Within 30 Business Days of the Submission Date	Up is Better	Not Available	Not Available	85%	90%

Key Performance Indicators (*continued*)

Measure	Directionality	FY 2022	FY 2023	FY 2024 Target	FY 2025 Target
Number of Solar Megawatts Added to the Electric Grid to Meet the Goals of the Local Solar Expansion Amendment Act of 2022	Up is Better	Not Available	Not Available	264	304

Workload Measures

Measure	FY 2022	FY 2023
One Call Inspections		
Number of 811 damage prevention inspections conducted	661	716
Pipeline Inspections		
Pipeline Safety inspections conducted	345	500
Renewable Portfolio Applications Granted		
Renewable Portfolio Standards Applications processed	2,703	2,221
Consumer Complaints and Inquiries		
Number of Consumer Complaints and Inquiries Processed	1,180	1,630



PUBLIC SERVICE COMMISSION

FY 2026 PERFORMANCE PLAN

NOVEMBER 25, 2025

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1 INTRODUCTION

This document is the Fiscal Year 2026 Performance Plan for the Public Service Commission.

This Performance Plan is the first of two agency performance documents published each year. The Performance Plan is published twice annually – preliminarily when the Mayor’s budget proposal is delivered, and again at the start of the fiscal year when budget decisions have been finalized. A companion document, the Performance Accountability Report (PAR), is published annually in January following the end of the fiscal year. Each PAR assesses agency performance relative to its annual Performance Plan.

Performance Plan Structure: Performance plans are comprised of agency Objectives, Administrative Structures (such as Divisions, Administrations, and Offices), Activities, Projects and related performance measures. The following describes these plan components, and the types of performance measures agencies use to assess their performance.

Objectives: Objectives are statements of the desired benefits that are expected from the performance of an agency’s mission. They describe the goals of the agency.

Administrative Structures: Administrative Structures represent the organizational units of an agency, such as Departments, Divisions, or Offices.

Activities: Activities represent the programs and services an agency provides. They reflect what an agency does on a regular basis (e.g., processing permits).

Projects: Projects are planned efforts that end once a particular outcome or goal is achieved.

Measures: Performance Measures may be associated with any plan component, or with the agency overall. Performance Measures can answer broad questions about an agency’s overall performance or the performance of an organizational unit, a program or service, or the implementation of a major project. Measures can answer questions like “How much did we do?”, “How well did we do it?”, “How quickly did we do it?”, and “Is anyone better off?” as described in the table below.

Measures are printed in the Performance Plan along with the Objective, Administrative Structure, Activity, or Project that they measure.

Measure Type	Measure Description	Example
Quantity	Quantity measures assess the volume of work an agency performs. These measures can describe the inputs (e.g., requests or cases) that an agency receives or the work that an agency completes (e.g., licenses issued or cases closed). Quantity measures often start with the phrase “Number of...”.	“Number of public art projects completed”
Quality	Quality measures assess how well an agency’s work meets standards, specifications, resident needs, or resident expectations. These measures can directly describe the quality of decisions or products or they can assess resident feelings, like satisfaction.	“Percent of citations issued that were appealed”
Efficiency	Efficiency measures assess the resources an agency used to perform its work and the speed with which that work was performed. Efficiency measures can assess the unit cost to deliver a product or service, but typically these measures assess describe completion rates, processing times, and backlog.	“Percent of claims processed within 10 business days”

(continued)

Measure Type	Measure Description	Example
Outcome	Outcome measures assess the results or impact of an agency's work. These measures describe the intended ultimate benefits associated with a program or service.	"Percent of families returning to homelessness within 6-12 months"
Context	Context measures describe the circumstances or environment that the agency operates in. These measures are typically outside of the agency's direct control.	"Recidivism rate for 18-24 year-olds"
District-wide Indicators	District-wide indicators describe demographic, economic, and environmental trends in the District of Columbia that are relevant to the agency's work, but are not in the control of a single agency.	"Area median income"

Targets: Agencies set targets for most performance measures before the start of the fiscal year. Targets may represent goals, requirements, or national standards for a performance measure. Agencies strive to achieve targets each year, and agencies provide explanations for targets that are not met at the end of the fiscal year in the subsequent Performance Accountability Report.

Not all measures are associated with a target. Newly added measures do not require targets for the first year, as agencies determine a data-informed benchmark. Changes in some measures may not indicate better or worse performance. They may be "neutral" measures of demand or input or outside of the agency's direct control. In some cases, the relative improvement of a measure over a prior period is a more meaningful indicator than meeting or exceeding a particular numerical goal, so a target is not set.

2 PUBLIC SERVICE COMMISSION OVERVIEW

Mission: The mission of the Public Service Commission of the District of Columbia is to serve the public interest by ensuring that financially healthy utility companies provide safe, reliable and quality utility services at reasonable rates for District of Columbia customers, while fostering grid modernization, conservation of natural resources, preservation of environmental quality, and advancement of the District’s climate policy commitments.

Summary of Services: The Public Service Commission regulates public utilities operating in the District of Columbia. It does so by issuing orders in formal proceedings that may include written comments or testimony, hearings, studies, and investigations; ensuring fair and appropriate utility prices; fostering competition by licensing utility service providers and supervising the competitive bidding process; ensuring that utility providers meet various environmental regulations and standards by operating in ways that conserve natural resources and preserve environmental quality; and resolving disputes among consumers and utility service providers. In addition to its regulatory services, the Commission also conducts outreach via its website, public forums, and various literatures in order to educate utility consumers and inform the public.

Objectives:

1. Ensure Safe, Reliable and Quality Electric Gas and Local Telecommunications Services at Just and Reasonable Rates
2. Foster Fair and Open Competition among Service Providers
3. Educate Consumers and Inform the Public
4. Efficient, Transparent, and Responsive Government
5. Consider Environmental Issues In Adjudications and Infrastructure Matters

3 OBJECTIVES

3.1 ENSURE SAFE, RELIABLE AND QUALITY ELECTRIC GAS AND LOCAL TELECOMMUNICATIONS SERVICES AT JUST AND REASONABLE RATES

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Efficiency	Adjudicative Case decisions issued within 90 days of record closure	Up is Better	96%	95%	96%	No Target Provided
Efficiency	US Department of Transportation Rating of DC Pipeline Safety Program	Up is Better	98%	98%	100%	98%

3.2 FOSTER FAIR AND OPEN COMPETITION AMONG SERVICE PROVIDERS

No Related Measures

3.3 EDUCATE CONSUMERS AND INFORM THE PUBLIC

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Quantity	Number of Community Outreach Events and Education Summits, Including Those Directed at Vulnerable Communities	Up is Better	37	40	70	No Target Provided

3.4 EFFICIENT, TRANSPARENT, AND RESPONSIVE GOVERNMENT

Create and maintain a highly efficient, transparent, and responsive District government.

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Outcome	Percent of agency staff who were employed as Management Supervisory Service (MSS) employees prior to 4/1 of the fiscal year that had completed an Advancing Racial Equity (AE204) training facilitated by ORE within the past two years	Up is Better	100%	Target not required	100%	Target not required

(continued)

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Outcome	Percent of employees that are District residents	Up is Better	34.57%	Target not required	35.37%	Target not required
Outcome	Percent of new hires that are District residents (Peoplesoft)	Up is Better	25%	Target not required	40%	Target not required
Outcome	Percent of new hires that are current District residents and received a high school diploma from a DCPS or a District Public Charter School, or received an equivalent credential from the District of Columbia (eRecruit)	Up is Better	7.69%	Target not required	0%	Target not required
Outcome	Percent of required contractor evaluations submitted to the Office of Contracting and Procurement on time	Up is Better	No incidents	Target not required	No incidents	Target not required
Efficiency	Percent of Consumer Complaints Resolved at an informal level	Up is Better	99%	98%	100%	No Target Provided

3.5 CONSIDER ENVIRONMENTAL ISSUES IN ADJUDICATIONS AND INFRASTRUCTURE MATTERS

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Outcome	Number of Solar Megawatts Added to the Electric Grid to Meet the Goals of the Local Solar Expansion Amendment Act of 2022	Up is Better	Needs Update	304	308.3	Target not required
Outcome	Percent of Adjudications or Infrastructure Cases Where Environmental Issue Considered	Up is Better	Needs Update	90%	Needs Update	Target not required
Efficiency	Percent of RPS Applications Processed Within 30 Business Days of the Submission Date	Up is Better	Needs Update	90%	Needs Update	Target not required

4 ACTIVITIES

4.1 ONE CALL INSPECTIONS

Our one call inspector makes daily visits to construction sites to assure that contractors avoid utility lines when excavating.

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Quantity	Number of 811 damage prevention inspections conducted	Neutral	226	Target not required	336	Target not required

4.2 USDOT RATING

Annual rating by US Department of Transportation of the overall effectiveness of our pipeline safety program.

No Related Measures

4.3 PIPELINE INSPECTIONS

Our pipeline safety inspectors make daily visits to Washington Gas work sites to assure compliance with federal and D.C. safety standards.

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Quantity	Pipeline Safety inspections conducted	Neutral	237	Target not required	349	Target not required

4.4 MERGERS AND ACQUISITIONS

Consider applications for merger or acquisition of utility companies

No Related Measures

4.5 DC USTF

The Commission oversees management of the Universal Service Trust Fund, including preparing the annual assessment rate, reviewing Verizon's surcharge calculation and collections, approving an annual budget and disbursements.

No Related Measures

4.6 RENEWABLE PORTFOLIO APPLICATIONS GRANTED

Increased use of renewable energy sources is the policy of the District of Columbia. The Commission approves applications from persons who generate electricity from solar, wind, biomass and other sources.

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Efficiency	Renewable Portfolio Standards Applications processed	Neutral	1,969	Target not required	3,723	Target not required

4.7 COMPETITIVE APPLICATIONS PROCESSED

Energy and telecommunications competitors must be licensed by the Commission. The timely processing of these applications assures a robust competitive environment.

No Related Measures

4.8 CONSUMER COMPLAINTS AND INQUIRIES

When consumers are unable to resolve an issue with a utility supplier, they may come to the Commission to file an informal or formal complaint. Our Consumer Specialists counsel the consumer, contact the utility and mediate a resolution to the issue.

Measure Type	Measure	Directionality	FY2024	FY2025 Target	FY2025	FY2026 Target
Efficiency	Number of Consumer Complaints and Inquiries Processed	Neutral	667	Target not required	1,266	Target not required

4.9 OUTREACH EVENTS

Our Consumer Specialists attend events at venues throughout the District to inform consumers about their rights regarding utility regulation.

No Related Measures

4.10 COMMUNITY HEARINGS

In cases having significant impact on the public (e.g., applications for a rate increase), the Commission conducts Community Hearings at which it presents a summary of the case and invites members of the public to express their views.

No Related Measures

4.11 MONOPOLY REQUEST ADJUDICATION

The Commission conducts evidentiary or other hearings to determine whether proposed utility rate adjustments are just and reasonable.

No Related Measures

4.12 COMPLAINT MANAGEMENT

Percentage of Complaints resolved at an informal level is a measure of agency efficiency.

No Related Measures

4.13 ADJUDICATION MANAGEMENT

Adjudications are often complex proceedings involving evidentiary and community hearings. Completion of adjudications within 90 days of the close of the record is a measure of the efficiency of the staff.

No Related Measures

4.14 POWERPATH DC

FC 1130, Modernizing the Energy Delivery System for Improved Sustainability, is a docket intending to explore new technologies and concepts that will all more efficient use of the energy delivery system.

No Related Measures

4.15 ENVIRONMENTAL METRICS ESTABLISHED

The Commission is charged by the Clean Energy DC Act with considering environmental issues when regulating utility and energy companies.

No Related Measures

4.16 CONSTRUCTION PROJECTS

The Commission continues to oversee utility construction projects to ensure that they contribute to the reliability and resiliency of the distribution system. Commission oversight helps to ensure that these projects will be constructed efficiently, with minimal disruption to consumers and with coordination with other District agencies.

No Related Measures

4.17 RACIAL EQUITY

In 2022, the Commission will establish a new position, the Equity and Ethics Officer, who will be responsible for (1) liaison with the Office of Racial Equity and the Board of Ethics and Government Accountability; and (2) advancement of racial equity within utility proposals, including clean energy proposals and climate change commitments.

No Related Measures

Databases maintained by agency

Database name

Electronic Docketing System (e-Docket)

e-Travel and Training Database

e-Invoice Database

e-Procurement Database

Renewable Portfolio Standard
Application Tracking Database

Automated Workflow System

Customer Relationship
Management System

Competitive Local Exchange Carrier

Pay Telephone Compliance

Inspections Database

Natural Gas Pipeline Safety

Database

Master Meter Building Inspections

Database

Verizon Authorized Payment

Locations Database

Detailed description of information within database

Microsoft SQL Server database contains all public pleadings filed with the Commission since 2002. Confidential filings are available for Commission Staff only. It also contains all public orders issued by the Commission since 1913. Older rate case pleadings have also been added to eDocket. It is located on the Commission's website. The Confidential pleadings are only accessible by Commission Staff via secure login.

This database allows training and travel requests to be approved by appropriate managers and final approval by the Chairman. It also tracks the progress of the training and travel requests through the approval process. This database is accessible by Commission Staff to make training and travel requests. Users are provided with unique login credentials.

This database allows invoices to be approved by appropriate contract administrators and final approval of contractor invoices by the Chairman. It includes all information pertaining to the processing of invoices, dates, amounts, etc., and it tracks the progress of the invoices through the approval process. This database is accessible by Commission Staff involved in the approval process of invoices. Specifically, Contract Administrators, Agency Fiscal Officer, and the Office of the Deputy Executive Director for Administrative Matters.

This database allows for procurement requests to be approved by managers and the Chairman. It tracks the progress and approvals of procurements utilizing a workflow to route the request for approvals. It also contains all vendors used and contact information. This database is accessible by Commission Staff involved in procuring goods and services and the approval of these goods and services. Specifically, Contract Administrators, Agency Fiscal Officer, and the Office of the Executive Director of Administrative Matters Staff

This database tracks application status of the Renewable Portfolio Standard Applications (RPS) filed with the Commission. This database is accessible to select Commission Staff handling RPS Applications as well as parties filing RPS applications.

This database tracks the inspections and results of natural gas field inspections. This database is accessible to the Office of Compliance and Enforcement (OCE) Staff.

This database contains the details pertaining to all consumer complaints and inquiries. This database is accessible by the Chairman, Commissioners, Executive Director, and OCS Staff.

Office of Technical and Regulatory Analysis (OTRA) (Microsoft Access) The database contains the name, contact information and status of all of the Competitive Local Exchange Carriers (“CLECs”) that have been certificated by the Commission. In addition, the database contains the annual survey information from all certificated CLECs. The annual information includes such items as annual jurisdictional revenues, total number of lines, total number of customers, whether the lines or customers are residential or commercial, and the method by which the CLEC is providing service (i.e. through its own facilities or through Verizon’s facilities, or a combination of both).

This database contains details of each pay telephone (incl. removed) located in the District of Columbia.

This database contains information pertaining to the inspection of natural gas construction projects in the District.

This database contains the records of findings pertaining to the removal of master meters from apartment buildings.

This database tracks all authorized payment locations for Verizon.

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?
2002	2025		Y	The Commission's website
2016	2020		N	
2015	2020		N	
2014	2020		N	
2021			Y	The Commission's website
2016			N	
2024			N	

2004	N
2004	N
2005	N
2007	N
1998	N

If only a subset of database is publicly accessible, please describe the portion that is publicly accessible.

Non confidential filings