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OFFICE OF THE
STREETCART

MURIEL BOWSER
MAYOR

OCT 12 2018

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

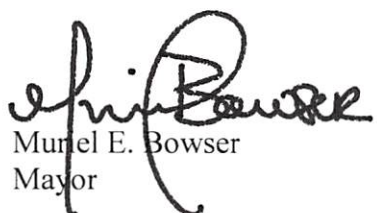
Dear Chairman Mendelson:

I am pleased to forward to you, for your introduction and Council consideration, a Proposed Resolution to be cited as the **“Amended Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2018.”** The Amended Agreement reflects the terms of the Memorandum of Agreement (MOA) by the parties that amends Article 6 of the current Compensation Agreement by increasing the monthly Metro Pass/Monthly Transit Subsidy benefits from twenty five dollars (\$25.00) to fifty dollars (\$50.00), effective October 1, 2017, which is consistent with monthly subsidy for Compensation Unit 1 and 2 bargaining unit members.

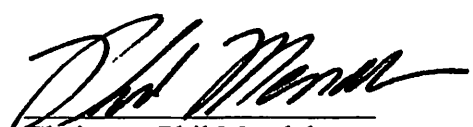
The Legal Sufficiency Review, prepared by the Office of the Attorney General (OAG) and the Fiscal Impact Statement, prepared by the Office of the Chief Financial Officer (OCFO) are also attached.

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

Respectfully Submitted


Muriel E. Bowser
Mayor

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Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, the Memorandum of Agreement and amended compensation collective bargaining Agreement submitted by the Mayor for employees in Compensation Unit 33, represented by the American Federation of Government Employees Local 1403.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this

resolution may be cited as the “Amended Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2018.”

Sec. 2. (a) Pursuant to Section 1717(j) (2016 Repl.) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code 1-617.17(j) (2016 Repl.), the Council of the District of Columbia approves the compensation agreement.

(b) This resolution applies to Compensation Unit 33/Series 905 bargaining unit employees employed by subordinate agencies in the District of Columbia and the Office of the Attorney General.

35 (c) The amended compensation agreement reflects the terms of the parties'
36 Memorandum of Agreement (MOA) that amends solely Article 6 concerning "Metro
37 Pass/Monthly Transit Subsidy" benefits under the agreement.

38 (d) The amended compensation agreement and MOA are attached to this
39 Resolution.

40 **Sec. 3. Fiscal Impact Statement.**

41
42 The Council adopts the fiscal impact statement in the committee report as the fiscal
43 impact statement required by section 602 (c)(3) of the District of Columbia Home Rule Act,
44 approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(3)); D.C. Code § 1-
45 206.02(c)(3) (2016 Repl.).

46 **Sec. 4.** The Secretary of the Council shall transmit a copy of this resolution, upon its
47 adoption, to American Federation of Government Employees, Local 1403 and to the Mayor.

48 **Sec. 5.** This resolution shall take effect immediately.

49

AMENDED COMPENSATION AGREEMENT

BETWEEN

THE DISTRICT OF COLUMBIA

AND

THE OFFICE OF THE ATTORNEY GENERAL

AND

THE AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES, LOCAL 1403,

AFL-CIO

EFFECTIVE OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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PREAMBLE

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

**ARTICLE 1
RECOGNITION**

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

**ARTICLE 2
WAGES**

	FY 2018	FY 2019	FY 2020
% Increase	1.8%	1.8%	1.8%

SECTION A – FY 2018:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2017.

SECTION B -- FY 2019:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2018.

SECTION C -- FY 2020:

The A-35 salary schedule for all bargaining unit employees will be increased by one and eight-tenths percent (1.8%) effective the first day of the first full pay period commencing on or after October 1, 2019.

The Union has agreed to forego any adjustments coming from the District’s Classification and Compensation initiative for the term of this Agreement.

**ARTICLE 2A
BONUSES**

SECTION A – FY 2018:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2017, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2017, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2017, and in no event later than March 31, 2018. If Employer has not conducted a performance review for an employee by December 31, 2017, the employee shall be entitled to the bonus amount for FY 2018, established by the rating in the most recent annual performance evaluation, if any.

SECTION B -- FY 2019:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2018, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2018, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2018, and in no event later than March 31, 2019. If Employer has not conducted a performance review for an employee by December 31, 2018, the employee shall be entitled to the bonus amount for FY 2019, established by the rating in the most recent annual performance evaluation, if any.

SECTION C – FY 2020:

Each employee who receives an “Excellent” or substantially similar rating for the evaluation period ending August 31, 2019, shall receive a one and a half percent (1.5%) bonus. Each employee who receives an “Outstanding” or substantially similar rating for the evaluation period ending August 31, 2019, shall receive a two percent (2%) bonus. Bonus payments shall be paid to each qualified employee within the second quarter of the fiscal year beginning October 1, 2019, and in no event later than March 31, 2020. If Employer has not conducted a performance review for an employee by December 31, 2019, the employee shall be entitled to the bonus amount for FY 2020, established by the rating in the most recent annual performance evaluation, if any.

**ARTICLE 2B
SATURDAY AND HOLIDAY PAY**

Effective FY 2018, attorneys who are required to work on Saturdays or holidays to provide court coverage will receive straight time pay for all hours worked. Disbursements for Saturday and holiday pay will not exceed \$65,000.00 for any fiscal year of this Agreement. After disbursements reach \$65,000.00 in any one fiscal year, attorneys who are required to work on

Saturdays or holidays for the remainder of that fiscal year will receive compensatory time for the number of hours actually worked.

ARTICLE 3 BENEFITS COMMITTEE

SECTION A – General:

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

SECTION B – Purpose:

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

SECTION C – Responsibilities:

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

1. Monitor the quality and level of services provided to bargaining unit employees under existing Health, Retirement, Optical, Life, Disability, Indemnity and Dental Insurance Plans.
2. Review and recommend changes and enhancements in Health, Retirement, Optical, Life, Disability, Indemnity and Dental benefits, and any proposals for new benefits, consistent with D.C. Official Code, Chapter 6, Subchapter XXI.
3. DCHR will review with the Committee in advance the technical requirements in preparation for the formal solicitation of bids from providers in order for the Committee

to provide any comments and recommendations on the criteria for bids and preparation of solicitations for requests for proposals for DCHR's consideration. DCHR will highlight any changes or enhancements to existing benefit plans or programs reflected in the technical requirements. After DCHR has reviewed and considered the Union's comments and recommendations, the Committee shall meet in order for DCHR to inform the Union how or if DCHR will incorporate the Union's comments and recommendations in the final solicitation for bids.

4. Explore issues concerning the workers' compensation system that affect bargaining unit employees consistent with D.C. Official Code, Chapter 6, Subchapter XXIII (Public Sector Workers' Compensation).
5. DCHR shall notify the Committee by email after the award to providers but prior to implementation of any significant alteration of existing benefits programs, and proposed additional benefit programs to determine the extent to which they impact employees. Upon notification, the Committee shall notify the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns any Committee member has regarding the impact on bargaining unit employees.

SECTION D – Maintenance of Benefits:

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

SECTION E – Additional Benefits:

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

ARTICLE 4 BENEFITS

Except as otherwise provided in this Agreement, the Parties hereby incorporate the following specific benefits provided under the Compensation Agreement between the District of Columbia Government and Compensations Units 1 and 2, FY 2013 – FY 2017

(Compensation Units 1 & 2 Agreement): Life Insurance; Health Insurance; Indemnity Insurance; Short and Long Term Disability Insurance; Optical and Dental Insurance; Annual, Sick and Other Leave; Pre-Tax Benefits; Retirement; Civil Service Retirement System; Defined Contribution; Deferred Compensation; Metro Pass/Monthly Transit Subsidy; Holidays; at least equal to the level of benefits provided to their general membership as the applicable benefits for bargaining unit members covered by this Agreement. To the extent that any successor Compensation Units 1 & 2 Agreement provides for higher levels of benefits than what is

provided for under this Agreement with respect to any of the specific or substantively related benefits listed above in this paragraph, the Parties agree to reopen negotiations for the sole purpose of renegotiating those specific benefits. In no event will the benefits stated in this Agreement be reduced through this process.

SECTION A -- Life Insurance:

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

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

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

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

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

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

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

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

in coverage and level of benefits to other similarly situated District of Columbia bargaining unit employees.

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

SECTION B -- Health Insurance:

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

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

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

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

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

SECTION C -- Optical and Dental:

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

2. The District may elect to provide additional Optical and/or Dental insurance providers, provided that additional insurance providers do not reduce the current level of

benefits provided to employees. Should the District Government decide to expand or reduce the list of eligible insurance providers, the District shall give Union representatives notice of the additions or reductions after the award but prior to implementation.

SECTION D – Short and Long Term Disability:

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

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

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

SECTION E – Indemnity Benefits:

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

SECTION F -- Annual Leave:

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

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

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

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

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

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

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

SECTION G – Sick Leave:

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

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

3. An employee may use sick leave to:

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

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

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

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

(e) Make any other use allowed by law, including to obtain social, medical or legal services if the employee or the employee's family member is a victim of stalking, domestic violence or sexual abuse as provided for under D.C. Official Code § 32-131.02(b)(4) (2014 Repl.).

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

SECTION H – Other Forms of Leave:

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

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a

State or Local Government to the extent provided in D.C. Official Code §1-612.03(l) (2014 Repl.).

3. Funeral Leave:

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

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

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

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

SECTION I – Pre-Tax Benefits:

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

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

SECTION J – Retirement:

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

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

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

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

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

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

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

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

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

SECTION K – Holidays:

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

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

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

SECTION L – Benefits Levels:

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

**ARTICLE 5
COMPENSATORY TIME**

SECTION A:

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

SECTION B:

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

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

SECTION C:

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

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

Effective October 1, 2017, the District of Columbia Government shall subsidize the cost of monthly Washington Metropolitan Area Transit Authority transit passes or farecards for personal use by employees by fifty dollars (\$50.00) per month for actual transportation expenses incurred by employees who use such passes or farecards to commute to and from work (Metro Transit Benefit); provided, however, that any unused portion of the monthly Metro Transit Benefit will roll over from month to month for employees who access the benefit. Any accumulated Metro Transit Benefit not accessed by the end of the calendar year will revert back to the District of Columbia Government; provided, however, that no such accumulated Metro Transit Benefit shall revert back to the District prior to January 1, 2020.

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

SECTION A – Parking Spaces:

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

SECTION B – Mileage Allowance:

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

SECTION C – Use of Personal Vehicles:

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

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

SECTION D – Reimbursement for Use of Personal Vehicles:

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

SECTION E - Reimbursement for Taxicab or Online Vehicle Expenses:

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

SECTION F – Metro Fare Cards:

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

SECTION G – Availability of Fleet Vehicles:

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

**ARTICLE 8
SICK LEAVE INCENTIVE PROGRAM**

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

SECTION A – Accrual:

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

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

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

SECTION B – Employees in a Non-pay Status:

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

SECTION C – Procedure for Use of Time Accrued:

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

SECTION D – Use of Time Accrued:

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

SECTION E – Part Time Employees:

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

**ARTICLE 9
ANNUAL LEAVE BUY-OUT**

SECTION A – Payment for Annual Leave:

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

SECTION B – Computation:

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

**ARTICLE 10
BACK PAY**

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

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

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

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

**ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES**

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

**ARTICLE 13
SAVINGS CLAUSE**

SECTION A:

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

SECTION B:

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

**ARTICLE 14
DURATION AND FINALITY**

SECTION A -- Effective Date:

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2020, or until a new compensation agreement becomes effective. Notice to reopen the Agreement shall be provided as required by D.C. Official Code § 1-617.17 (f)(1)(A)(i) (2012 Repl.).

SECTION B – Finality:

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

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

The terms and conditions of the Non Compensation Agreement between the District of Columbia and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2017 through September 30, 2020 (Non-Compensation Agreement), are incorporated herein by reference into this Agreement. The provisions of this Compensation Agreement shall control to the extent of any inconsistency.

On this ____ day of _____, 2018 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

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

**Ronald R. Ross , Director
Mayor’s Office of Legal Counsel**

**Robert A. DeBerardinis, Acting President
AFGE, Local 1403**

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

**Benjamin Bryant, Acting Vice President
AFGE, Local 1403**

On this ____ day of _____, 2018 and in witness to this Agreement, the parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

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

**Repunzelle Bullock, Esq., Director
Office of Labor Relations & Collective
Bargaining**

**Olga L. Clegg, Vice President
AFGE, Local 1403**

**Ebony Scott, Deputy Director
Mayor's Office of Legal Counsel**

**Anne Hollander
AFGE, Local 1403**

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

**Beth-Sherri Akyereko
AFGE, Local 1403**

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

**Dave Rosenthal
AFGE Local 1403**

**Asha Bryant, Attorney-Advisor
Office of Labor Relations & Collective
Bargaining**

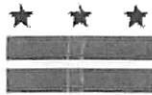
**Marie-Claire Brown
AFGE Local 1403**

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and Compensation Unit 33 represented by AFGE, Local 1403, dated _____, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this _____ day of _____, 2018.

Muriel E. Bowser, Mayor

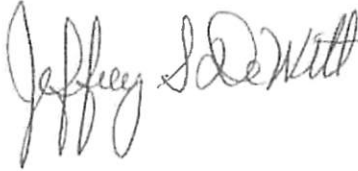
Government of the District of Columbia
Office of the Chief Financial Officer



Jeffrey S. DeWitt
Chief Financial Officer

MEMORANDUM

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

FROM: Jeffrey S. DeWitt
Chief Financial Officer 

DATE: September 13, 2018

SUBJECT: Fiscal Impact Statement – Amended Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2018

REFERENCE: Draft Resolution sent to the Office of Revenue Analysis on September 11, 2018

Conclusion

Funds are sufficient in the fiscal year 2018 budget and the fiscal year 2019 through 2022 budget and financial plan to implement the resolution. The resolution will cost \$72,300 in fiscal year 2018 and a total of \$361,500 from fiscal year 2018 to fiscal year 2022. Funds are available in the Workforce Investments agency to pay these costs.

Background

The resolution approves an amendment to the compensation agreement currently in place between the District of Columbia and attorneys in the Office of the Attorney General represented by the American Federation of Government Employees, Local Union 1403 (Compensation Unit 33). The agreement is in effect from October 1, 2017 through September 30, 2020.

The amendment increases covered employees' Metro benefit from \$25 per month to \$50 per month. The increase in benefit will be effective throughout the duration of the agreement, beginning retroactively on October 1, 2017.

Currently there are around 322 FTEs covered by the agreement. About 241 of these FTEs are funded with local funds.

The Honorable Phil Mendelson

FIS: "Amended Compensation Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO (Compensation Unit 33) Approval Resolution of 2018," Draft Resolution sent to the Office of Revenue Analysis on September 11, 2018

Financial Plan Impact

Funds are sufficient in the fiscal year 2018 budget and the fiscal year 2019 through 2022 budget and financial plan to implement the resolution. The resolution will cost \$72,300 in fiscal year 2018 and a total of \$361,500 from fiscal year 2018 to fiscal year 2022. Funds are available in the Workforce Investments agency to pay these costs.

The projected cost of the amendment, shown in the table below, assumes a \$25 per month increase for all 241 employees whose salaries are funded with local funds. Actual costs will be lower if some employees opt not to receive the Metro benefit.

Projected Local Cost of Metro Benefit Increase for OAG Employees in the American Federation of Government Employees, Local 1403 (Compensation Unit 33)					
FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Five-Year Total
\$72,300	\$72,300	\$72,300	\$72,300	\$72,300	\$361,500

Table assumptions:

- Metro benefits increase by \$25 per employee per month.
- Costs are based on 241 employees funded by local funds.
- The table does not include the non-local portion of costs for the remaining 81 employees, which will be covered by non-local funds.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: Alana Intrieri
Executive Director
Office of Policy and Legislative Support

FROM: Janet M. Robins
Deputy Attorney General
Legal Counsel Division

DATE: September 7, 2018

SUBJECT: Legal Certification of Draft legislation, the "Amended Compensation Collective Bargaining Agreement between the District of Columbia and the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO Approval Resolution of 2018"
(AE-18-482)

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

A handwritten signature in cursive script, appearing to read "Janet M. Robins", written over a horizontal line.

Janet M. Robins