

**COMPENSATION AGREEMENT**

**BETWEEN**

**THE OFFICE OF THE ATTORNEY GENERAL**

**AND**

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

**EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2017**

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**PREAMBLE**

This Compensation Agreement (Agreement or Compensation Agreement) is entered into between the Office of the Attorney General 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 2014	FY 2015	FY 2016	FY 2017
% Increase	1.5%	3%	3 %	3 %

SECTION A – FY 2014

The A-35 salary schedule for all bargaining unit employees will be increased by one and one half percent (1.5%) effective the first day of the first full pay period commencing on or after October 1, 2013. The Union has agreed to forego any adjustments coming from the District’s Classification and Compensation initiative for the term of this Agreement.

Each employee who receives an “exceeds expectations” or substantially similar or higher rating for the evaluation period ending August 31, 2013, 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, 2013, and in no event later than March 31, 2014. If Employer has not conducted a performance review for an employee by December 31, 2013, the employee shall be entitled to the bonus amount for FY 2014, established by the rating in the most recent annual performance evaluation, if any.

#### SECTION B -- FY 2015

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2014.

Each employee who receives an “exceeds expectations” or substantially similar or higher rating for the evaluation period ending August 31, 2014, 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, 2014, and in no event later than March 31, 2015. If Employer has not conducted a performance review for an employee by December 31, 2014, the employee shall be entitled to the bonus amount for FY 2015, established by the rating in the most recent annual performance evaluation, if any.

#### SECTION C -- FY 2016

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2015.

Each employee who receives an “exceeds expectations” or substantially similar or higher rating for the evaluation period ending August 31, 2015, 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, 2015, and in no event later than March 31, 2016. If Employer has not conducted a performance review for an employee by December 31, 2015, the employee shall be entitled to the bonus amount for FY 2016, established by the rating in the most recent annual performance evaluation, if any.

#### SECTION D -- FY 2017

The A-35 salary schedule for all bargaining unit employees will be increased by three percent (3%) effective the first day of the first full pay period commencing on or after October 1, 2016.

Each employee who receives an “exceeds expectations” or substantially similar or higher rating for the evaluation period ending August 31, 2016, 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, 2016, and in no event later than March 31, 2017. If Employer has not conducted a performance review for an employee by December 31, 2016, the employee shall be entitled to the bonus amount for FY 2017, established by the rating in the most recent annual performance evaluation, if any.

## SECTION E – Saturday and Holiday Pay

Effective FY 2015, 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.

For the period of FY2014 that occurs after the effective date of this contract, all OAG attorneys who are required to work on Saturdays and holidays to provide court coverage shall receive compensatory time for the hours actually worked.

## **ARTICLE 3 -- BENEFITS COMMITTEE**

### **SECTION A – General**

The parties herein agree to establish a Benefits Committee. AFGE shall select two representatives to serve on the committee, at least one of whom shall have expertise in benefits, and the other of whom shall have such expertise or a demonstrated commitment to developing the necessary expertise. The District of Columbia Human Resources office shall appoint representatives with authority to serve on the committee. The Benefits Committee shall meet at least quarterly during the 24 month period immediately prior to the expiration of a benefits contract and have its first meeting within thirty (30) business days following the Council's approval of this Agreement.

### **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, unless an existing benefit is substantively modified or decreased. Arbitration is limited to interest arbitration to resolve conflicts resulting from the negotiation of successor collective bargaining agreements effective October 1, 2017, unless an existing benefit is substantively modified or decreased.

### **SECTION C -- Responsibilities**

The members of the Benefits Committee shall be authorized to consider all matters that concern the benefits of employees represented by the Committee that are subject to mandatory bargaining between the parties. The Benefits Committee shall:

1. Monitor the quality and level of services provided to covered 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 Chapter 6, Subchapter XXI of the D.C. Official Code (2012 Repl.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitations for requests for qualifications or proposals and make recommendations to the contracting officer concerning the selection of providers following the receipt of any statements of qualifications or bids, consistent with Chapter 4 of the D.C. Official Code (2012 Repl.).
4. Following the receipt of statements of qualification or bids to select Health, Retirement, Optical, Life, Disability, Indemnity and Dental insurance providers, or any statements of qualification or bids for the addition of new benefits providers, the Union President shall be notified to identify no more than one individual from the Benefits Committee to participate in each RFQ or RFP selection process and that representative shall not have final decision-making authority. However, Management shall consider the comments of Benefits Committee members and the input of the individuals selected to participate in the RFP selection process in good faith in the decision-making process.
5. Explore issues concerning the workers' compensation system that affect employees consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2012 Repl.).
6. The Committee shall be notified by email of any 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 employees.

#### **SECTION D – Maintenance of Benefits**

Nothing herein shall be construed to reduce, modify or eliminate any benefits that bargaining unit members enjoyed 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: 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 Services Retirement System; Defined Contribution; Deferred Compensation; as the applicable benefits for bargaining unit members covered by this Agreement.

Such benefits shall be amended or revised by any additional benefits negotiated and approved by the Benefits Committee established in Article 3, the City Council, and the Mayor with the express written consent of the Union for the duration of this Agreement.

### **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.

(a) 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.

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

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.

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 as comparable to similarly situated employees.

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 comparable 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 providers for employees employed after September 1, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. If the Employer decides to expand the list of eligible providers, the Employer shall give Union representatives notice of the proposed additions.

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

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

### **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 the addition of providers does not reduce or substantively modify the current level of benefits provided to employees. If the District decides to expand the list of eligible providers, the District shall give the Union advance notice of the proposed additions.

### **SECTION E – AFLAC**

Employer shall provide access to the AFLAC 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 (2012 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) Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth;

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

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

(d) Make any other use allowed by law.

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)(2012 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) (2012 Repl.).

3. **Funeral Leave:**

(a) An employee is entitled to three (3) days of leave without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual, 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" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code §32-701 (2012 Repl.) and related laws), parents and grandparents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof) and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. 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.

(b) 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 of a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code § 1-612.03(n) (2012 Repl.).

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.

### **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 as currently described in Section 1-626.05 and related Chapters of the D.C. Official Code (2012 Repl.). The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees may choose from various fixed or variable rate investment options.

#### SECTION K – Holidays

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

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

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. Compensatory time will not be approved to allow an employee to complete regular assignments. Regular assignments are preparation for trials, drafting motions and responses to motions, including but not limited to, Motions for Temporary Restraining Orders, Motions for Preliminary Injunctions, and any other daily tasks performed by attorneys. Compensatory time will not be provided if additional work beyond the regular work day has resulted from the employee's inefficient use of time during the regular work day. Compensatory time credit should be requested by an employee before the work is performed whenever possible. The decision to grant an employee compensatory time is at the discretion of management. Employees may not carry more than 24 hours of compensatory time for more than 2 successive pay periods. 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  
PROFESSIONAL MEMBERSHIPS**

During the course of each fiscal year, the Employer shall provide a total of one (1) day of administrative leave (8 hours or the hourly work day for Employee) to any Employee who uses his/her out-of-State bar license by entering his or her appearance on behalf of the District of Columbia or individuals acting within the scope of their employment in any proceeding outside the District of Columbia. The use of administrative leave must be approved by the Employee's supervisor, which shall not be unreasonably withheld, and must be used no later than the last day of the fiscal year or 30 days after the Employee uses his/her out-of-State bar license, whichever is later.

**ARTICLE 7  
MONTHLY TRANSIT SUBSIDY**

Beginning the first full pay period on or after Council approval, the District of Columbia Government shall subsidize the cost of monthly transit for personal use by employees by twenty-five dollars (\$25.00) per month for actual transportation expenses incurred by employees who commute to and from work.

**ARTICLE 8  
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

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 Expenses

Employees who must travel by taxicab for official government business to a destination that is not 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 and to the extent available, Employees may use the vehicle for official government business at no charge to the Employee.

## **ARTICLE 9 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 10  
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT**

**SECTION A – Payment for Annual Leave/Compensatory Time**

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 or compensatory time 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 11  
BACK PAY**

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. 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 12  
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 13  
GRIEVANCE AND ARBITRATION PROCEDURES**

Grievance procedures shall be determined by the terms and conditions of Article 30 in the Non Compensation Agreement.

## **ARTICLE 14 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 15 DURATION AND FINALITY**

### **Section 1 -- Effective Date**

This agreement shall be implemented as provided herein subject to the requirements of Section 1715 of the District of Columbia Comprehensive Merit Personnel Act D.C. Official Code, § 1-617.15(a), (2012 Repl.). This Agreement shall be effective on the date provided by law (i.e., when it is approved by the Council or as otherwise effective pursuant to D.C. Official Code § 1-617.17 (2012 Repl.)) and shall remain in full force and effect until September 30, 2017, 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 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 compensation issues that were or could have been negotiated.

**ARTICLE 16  
INCORPORATION OF NON COMPENSATION AGREEMENT**

The terms and conditions of the Non Compensation Agreement Between the Office of the Attorney General and the American Federation of Government Employees, Local 1403, AFL-CIO, effective October 1, 2013 through September 30, 2017 (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 28<sup>th</sup> day of November, 2014 and in witness to this Agreement, the Parties hereto set their signatures.

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

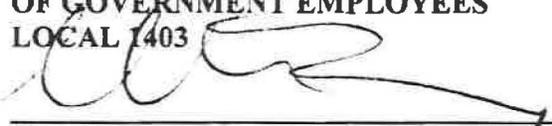
  
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Irvin B. Nathan, Attorney General  
Office of the Attorney General

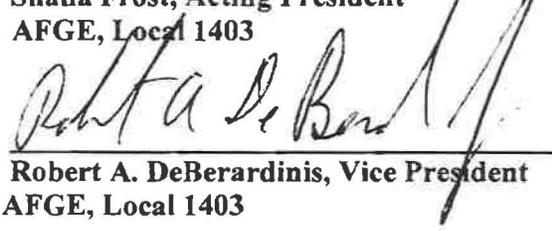
  
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Nadine C. Wilburn,  
Chief Counsel, Personnel, Labor &  
Employment Division  
Office of the Attorney General

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Natasha Campbell  
Director, Office of Labor Relations &  
Collective Bargaining  
Office of Labor Relations &  
Collective Bargaining

  
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Dean Aqui  
Attorney Advisor  
Office of Labor Relations &  
Collective Bargaining

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

  
\_\_\_\_\_  
Shana Frost, Acting President  
AFGE, Local 1403

  
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Robert A. DeBerardinis, Vice President  
AFGE, Local 1403

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Unit 33, dated 28 March 2014 has been reviewed in accordance with §1-617.15 of the District of Columbia Official Code (2012 Repl.) and is hereby approved on this 24 day of June 2014.

  
Vincent Gray, Mayor