

A RESOLUTION

**Proposed
Resolution
20-330**

**Emergency
Declaration
Res. 20-263
20 DCStat 2130**

To approve, on an emergency basis, the negotiated compensation collective bargaining agreement submitted by the Mayor for employees in Compensation Unit 33.

**Compensation
Agreement
between the
District of
Columbia and
Compensation
Unit 33
Emergency
Approval
Resolution of
2013**

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the “Compensation Agreement between the District of Columbia and Compensation Unit 33 Emergency Approval Resolution of 2013”.

Sec.2. Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council approves the attached compensation agreement, which applies to bargaining unit employees included in Compensation Unit 33 and employed by the Office of the Attorney General, and the related salary schedules, which were transmitted to the Council by the Mayor on June 6, 2013.

Sec. 3. Transmittal.

The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, to Compensation Unit 33 and to the Mayor.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

Sec. 5. Effective date.

This resolution shall take effect immediately.

PREAMBLE

This Compensation Agreement (Agreement) is entered into between the District of Columbia Office of the Attorney General and the American Federation of Government Employees, Local 1403, (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).

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

ARTICLE 1 -- RECOGNITION

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

All attorneys employed by the Corporation Counsel [Office of the Attorney General], excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

PERB Case No. 01-RC-03; Certification No. 121.

ARTICLE 2 -- WAGES

COMPENSATION AND BENEFIT

Section A -- FY 2011

The A-35 salary schedule for all bargaining unit employees will not increase for fiscal year 2011.

Section B – FY 12

The A-35 salary schedule for all bargaining unit employees will be increased by 1.5% effective the first day of the first full pay period commencing on or after October 1, 2011. The wage increase shall apply to all bargaining unit employees on OAG's payroll as of February 26, 2013.

Section B – FY 13

The A-35 salary schedule for all bargaining unit employees will be increased by 1.5% effective the first day of the first full pay period commencing on or after October 1, 2012. The wage increase shall apply to all bargaining unit employees on OAG's payroll as of April 5, 2013

Section D -- Pay for Holidays

Employees who are required to work on holidays shall receive not less than 4 hours of compensatory time or shall be paid for not less than four hours at a rate equal to their hourly earnings which ever they choose, or for the hours actually worked, whichever is greater. This section shall be invalidated by any law to the contrary.

Section E -- Pay for Work Performed in Higher Graded Position

Employees detailed or assigned to perform the duties of a higher graded position for more than one-hundred and twenty (120) consecutive days in any calendar year shall receive the pay of the higher graded position. The applicable rate of pay will be determined by application of D.C. government procedures concerning grade and step placement for temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed. An employee on detail to a lower graded position shall maintain the pay for his/her original position. Advance notice will be given to the Union of any detail exceeding one pay period.

ARTICLE 3 -- BENEFITS COMMITTEE

Section A – General

The Parties herein agree to establish a Benefits Committee, with equal representation from Labor and Management.

Section B – Purpose

The purpose of the Benefits Committee shall be to address the benefits of employees in the Local 1403 bargaining unit within the Office of The Attorney General. The representatives of the Benefits Committee shall abide by the rules established for the Joint Committee.

Section C -- Responsibilities

The members of the Benefits Committee shall be authorized to consider all matters that concern the benefits of bargaining unit employees in the Office of The Attorney General that are subject to mandatory bargaining between the Parties.

ARTICLE 4 -- BENEFITS ADDENDUM

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 2007 – FY 2010: (1) Life Insurance, Health Insurance, Optical and Dental, 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. If not specified in this Agreement, the Fiscal Years 2007 -2010 Compensation Units 1 and 2 benefits provisions do not apply to the AFGE, 1403 bargaining unit.

Section A -- Life Insurance

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

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

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

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

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.

Employees must contact the 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 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the OAG shall notify the Union of proposed additions.

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

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and Union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and Union representatives are entitled to review copies of the actual plan description upon advanced request. The plan is available on the District Department of Human Resources' 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 the Union notice of the proposed additions.

Section D – Short Term Disability Insurance Program

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

Section E – Annual Leave

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

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three (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 at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

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

Section F – Sick Leave

1. In accordance with District of Columbia Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.
2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

Section G – Other Forms Of Leave

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m)(2001 Edition).
2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a State or Local Government to the extent provided in D.C. Official Code §1-612.03(1) (2001 Edition).
3. **Funeral Leave:**
 - a. An employee is entitled to two (2) days of leave without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired. 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 §36-1401(3) (2001 Ed.)) and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardians 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 purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate within 10 business days of the Employer's request.

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

Official Code §1-612.03(n) (2001 Edition).

4. Administrative Closing – An employee who has previously scheduled leave for a day (or portion of a day) on which the District 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 of 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 request 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 her 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 and attending school.

Section H -- Pre-Tax Benefits

Employee contributions to benefits programs established pursuant to §1-612.19 (1999 replacement volume) (D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee’s contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee’s scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

Section I – Retirement

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

- (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: All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute 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: As prescribed by Section 1-626.05 and related Chapters of the D.C. Official Code (2001 Edition), all District Government employees covered by this agreement, shall be eligible to participate in the District's Deferred Compensation Program. 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 can choose from various fixed or variable investment options.

Section J – Holidays

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following non-negotiable legal public holidays are provided to all employees covered by this agreement and are listed here for informational purposes only:

- (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 will also be granted to employees covered by 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.

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 union. 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.

ARTICLE 6 -- PARKING SPACES & REIMBURSEMENT

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. Upon request the Union shall notify the Employer which employees are authorized to use said parking spaces.

Section B – Parking Reimbursement

Employees required to use their personal vehicles for official business shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of his/her official duties, to the extent permitted under and consistent with Title I, Chapter 8, Section 818.3, D.C. Municipal Regulations. For the purpose of this Section, non-commuter parking expenses are defined as parking expenses incurred by an employee to park his/her personal vehicle at the employee's worksite on a day when the employee plans to use a personal vehicle with the approval of his or her supervisor to conduct official business on behalf of the District of Columbia government.

The Employer will make good faith effort to incorporate a process in the payroll system to provide employees with the option to have commuting and parking expenses withheld, on a pre-tax basis, up to the maximum amount permitted by law.

ARTICLE 7 -- PREMIUM PAY FOR SATURDAY COURT COVERAGE

Any qualified FLSA-exempt employee who is assigned to provide Saturday court coverage shall be compensated for each hour of work performed on Saturday at his/her straight-time rate. The Employer may select employees for Saturday coverage from a pool of qualified employees.

ARTICLE 8 - WAITING PERIODS FOR ADVANCEMENT WITHIN STEPS

The within-a-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 9 – DURATION

This Agreement shall remain in full force and effect from the first full pay period on or after October 1, 2011 through September 30, 2013.