

#810599

COMPENSATION AGREEMENT BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

FY 2001 - FY 2003

AFSCME Council 20

eff. 10/1/01

X-9/30/03

30 pages

6/19/02

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PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the undersigned labor organizations representing units of employees comprising Compensation Units 1 and 2, as certified by the Public Employee Relations Board (PERB).

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

The parties recognize the importance of labor stability and the District will seek to provide employment security to members of the bargaining units. The parties further recognize that the District maintains the right to determine the mission of the District Government, its budget, organization and the number of employees.

ARTICLE 1

WAGES

1. The current salary schedules in effect through the end of Fiscal Year 2000 shall be modified as described below:
2. **Fiscal Year 2001:**
 - A. Effective the first day of the first full pay period beginning on or after October 1, 2000, the salary schedules of employees who are actively employed in Compensation Units 1 and 2 as of the date of the approval of this agreement shall be adjusted by four percent (4%), in accordance with past methods of increasing base salary schedules.
 - B. In addition, all permanent full-time employees in Compensation Units 1 and 2 covered by this Agreement who are actively working for the District of Columbia and on the active payroll as of the date of ratification of this Agreement shall receive a one-time, non-annualizing lump sum payment of five hundred dollars (\$500). The payment of the aforesaid lump sum shall not be added to the employees'

base pay during the year. Any employee who is not actively working a regularly scheduled tour of duty, including but not limited to "when actually employed" (WAE) employees, shall not be eligible to receive the lump sum payment. Actively working part-time employees shall receive one-half of the total lump sum payment.

3. Fiscal Year 2002:

- A. Effective the first day of the first full pay period beginning on or after January 1, 2002, the salary schedules then in effect shall be adjusted by four percent (4%), in accordance with past methods of increasing base salary schedules. Such adjustment shall be made in conjunction with the consolidation of current salary schedules as described in Section 3B, below.
- B. Also effective the first day of the first full pay period beginning on or after January 1, 2002, in conjunction with the wage adjustment described in Section 3A above, the District shall implement a consolidation of current salary schedules to significantly reduce the total number of such schedules in effect. This initiative is intended as a first step toward simplifying the administration of compensation and classification systems within the District government. The aggregate fiscal impact of the resulting individual pay adjustments is anticipated to cost the District an amount approximately equivalent to one percent (1%) of total payroll as of December 31, 2001 for Compensation Units 1 and 2, in addition to the adjustment described in Section 3A above.
- C. The joint labor management committee provided for in the MOU between the parties signed on January 30, 2001, shall meet and discuss the structure and design of the consolidated salary schedules described in Section 3B, above, and to provide input into the final schedules to be implemented effective the first day of the first pay period beginning on or after January 1, 2002.

No employee covered by this Agreement will realize any loss in base pay as a result of this reform. It is projected that most employees will receive an increase in base pay of at least, approximately, one percent (1%). Each full-time employee covered by this agreement shall be guaranteed a

minimum one-half percent (1/2%) wage payment equal to the combination of an undetermined increase to base wages plus a one-time non-annualizing lump sum bonus. The sum of both shall equal at least one-half percent (1/2%) based upon the employee's rate of pay on December 31, 2001.

4. Fiscal Year 2003:

- A. Effective the first day of the first full pay period beginning on or after April 1, 2003, the salary schedules then in effect shall be increased by four percent (4%), in accordance with past methods of increasing base salary schedules.
- B. During Fiscal Year 2003, the District will also invest the equivalent of a minimum 1 percent increase in the aggregate salaries for the bargaining unit toward further classification and compensation reform. The joint labor-management committee shall continue to meet and shall work jointly toward the development of further classification and compensation reforms intended to strengthen the District's market competitiveness as an employer and to improve administrative efficiency. The Committee will authorize a survey of wages paid for comparable work by the Federal Government in the District area and by private area employers with the goal of matching the competition.

ARTICLE 2
BENEFITS

SECTION A - LIFE INSURANCE:

1. Life insurance is provided to covered employees in accordance with §1-623.1 et seq. of the District of Columbia Code (1981 Edition) and Chapter 87 of Title 5 of the United States Code.

(a) District Code §1-623.3 (1981 Edition) requires that benefits shall be provided as set forth in §1-623.7 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District Code §1-623.1 (1981 Edition) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1,

1987, except those specifically excluded by law or rule and regulation.

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

Optional Plan	Additional Coverage	Premium Amount
Option A - Standard	Provides \$10,000 additional coverage	Cost determined by age
Option B - Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C - Family	Provides \$5,000 coverage for the eligible spouse and \$2,500 for each eligible child.	Cost determined by age.

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

SECTION B - HEALTH INSURANCE:

1. Pursuant to D.C. Code §1-622.2 (1981 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Code §1-622.1 (1981 Edition), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advanced request.

SECTION C - OPTICAL AND DENTAL:

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

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

SECTION D - ANNUAL LEAVE:

1. In accordance with D.C. Code §1-613.3 (1981 Edition), full-time employees covered by the terms of this agreement are entitled to:

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

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

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

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

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

SECTION E - SICK LEAVE:

1. In accordance with District of Columbia Code §1-613.3 (1981 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 F - 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. Code §1-613.3(m) (1981 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. Code §1-613.3(1).

3. **Funeral Leave:**

a. An employee is entitled to one (1) day 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 the purpose 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. Code §36-1401(3)) 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. 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 upon 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. Code §1-613.3(n) (1981 Edition).

SECTION G - PRE-TAX BENEFITS:

Employee contributions to benefits programs established pursuant to §1-612.19(1999 replacement volume)(D.C. 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 H - 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 you reach:

- (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. 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. Employees are fully vested after five years of participation in the plan.

3. DEFERRED COMPENSATION PROGRAM: As prescribed by §1-627.5 and related Chapters of the D.C. Code (1981 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 I - HOLIDAYS:

1. As prescribed by D.C. Code §1-613.2(1981 Edition) the following legal public holidays are provided to all employees covered by this agreement:

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

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

ARTICLE 3
OVERTIME

The provisions of the Fair Labor Standards Act will govern hours of work and overtime until such time as the restrictions imposed by the Control Board and the Congress are reversed. The parties further agree, upon written notice from either party to the other, to re-open and negotiate the payment provisions relating to call-back, call-in, stand-by and overtime pay.

ARTICLE 4
INCENTIVE PROGRAMS

PART I - SICK LEAVE INCENTIVE PROGRAM:

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

SECTION A:

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

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

This program shall be in effect in Fiscal Years 2001, 2002 and 2003.

Part II - PERFORMANCE INCENTIVE PILOT PROGRAM:

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee, agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award.

ARTICLE 5
ADMINISTRATIVE CLOSINGS

1. Emergency employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, ("FLSA"), 29 U.S.C. Sections 201 et seq.
2. Emergency employees required to work when all other District Government employees are released for administrative closings shall earn compensatory time on an hour for hour basis. The determination as to whether the employee receives overtime or compensatory time will be made by joint agreement between the employee and his/her supervisor.
3. Each Department shall identify emergency positions. Each emergency employee shall be notified in writing of the emergency status of his/her position.

ARTICLE 6
CALL-BACK/CALL-IN/ON-CALL

SECTION A:

A minimum of four (4) hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or, when not scheduled and informed in advance, on one of the days when he/she is off duty.

SECTION B:

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

SECTION C:

An employee may be required to be on call after having completed his/her regular tour of duty. The Employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent

(25%) of his/her basic rate of pay for each hour the employee is on call.

For the purpose of this Agreement, On-Call is defined as - when an employee is required to remain at his/her home during the hours identified by the Employer.

SECTION D:

The employee's schedule must specify the hours during which he/she shall be required to remain on-call.

ARTICLE 7
MILEAGE ALLOWANCE

SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for District Government employees who are also authorized by Management to use their personal vehicles in the performance of their official duties.

SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District Form to document mileage and request reimbursement of the allowance.

SECTION C:

Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Code §§1-1211 through 1-1216 (1981 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3721).

SECTION D:

While the Agency may request an employee to use his/her personal vehicle, after January 1, 2002, no employee within Compensation Units 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

ARTICLE 8
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

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

SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such Personnel regulations.

ARTICLE 9
BACK PAY

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within sixty (60) days of receipt from the employee of relevant documentation, including documentation of interim earnings and other potential offsets. The responsible Agency shall submit the SF-52 to the Office of Personnel within thirty (30) days upon receipt from the employee of relevant documentation.

ARTICLE 10
DUTY STATION COVERAGE

The Fire and Emergency Services employees and the correctional officers at the Department of Corrections and the Department of Human Services who are covered under Section 7(k) of the Fair Labor Standards Act shall be compensated a minimum of one hour pay if required to remain at his/her duty station beyond the normal tour of duty.

ARTICLE 11
GRIEVANCES

This Compensation Agreement shall be incorporated by reference into local working conditions agreements in order to utilize the grievance/arbitration procedure in those Agreements to consider alleged violations of this Agreement.

ARTICLE 12
REDUCTION IN FORCE TRAINING

SECTION A:

The District shall provide notice of proposed reduction-in-force, and upon request by the Union, shall bargain over the impact and effects of this exercise of Management's right under §1-618.9 of the D.C. Code (1981 Edition).

SECTION B:

Pursuant to the Workforce Investment Act of 1998, as amended, P.L. 105-220, 112 Stat. 936, the District of Columbia provides core services geared toward finding such employment. Core services include skills assessment, job search and placement assistance and outreach services. Intensive services involve individual counseling, career planning services or short-term pre-vocational services. Training services include occupational skills training, skills upgrading, adult education or entrepreneurial training. The Department of Employment Services is available to deliver services through One-Stop Centers.

SECTION C:

A joint Labor-Management Committee will be established to seek special funding from the U.S. Department of Labor and other agencies to assist in its work.

ARTICLE 13
ENVIRONMENTAL PAY DIFFERENTIAL

Each department or agency shall eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition, an environmental differential is warranted. Even though an environmental differential is authorized, there is a responsibility on the part of a department or agency to initiate continuing positive action to eliminate danger and risk which contribute to or cause the hazard, physical hardship, or working condition of an unusual nature. The existence of environmental differentials is not intended to condone work practices that circumvent safety laws, rules and regulations.

SECTION 1:

The parties acknowledge that the current environmental pay differential system is outdated and inherently complex. As such, the parties agree that the ongoing Class and Compensation Reform shall examine and address the appropriateness of increased base wages for employees who are exposed to increased environmental risks in lieu of payment for an environmental differential. Until such time as the increase in base pay is addressed and, if during the term of this contract, mutually agreed upon, the parties will continue to observe the applicable law, the terms of this Article, as well as the provisions of the District Personnel Manual (DPM), to the extent that those DPM terms are not in conflict with this Article.

SECTION 2:

Environmental differentials are paid for exposure to (1) a hazard of an unusual nature which could result in significant injury, illness, or death, such as on a high structure when the hazard is not practically eliminated by protective facilities or an open structure when adverse conditions exist, e.g., darkness, lightning, steady rain, snow, sleet, ice, or high wind velocity; (2) a physical hardship of an unusual nature under circumstances which cause significant physical discomfort in the form of nausea, or skin, eye, ear or nose irritation, or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

SECTION 3:

Wage Grade (WG) employees as listed in Chapter 11B, Appendix C of the DPM and any other employee including District Service (DS) employees as determined pursuant to Section 4 of this Article and Chapter 11B, Subpart 10.6 of the DPM are eligible for environmental differentials.

SECTION 4:

Environmental differential authorization requests may be initiated by a department or agency, a labor organization, or an eligible employee. Such requests shall be made in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

SECTION 5:

Employees eligible for environmental differential pay under the terms of this Agreement shall be compensated as follows. The following categories shall be defined in accordance with Chapter 11B, Appendix B of the DPM:

1.	High Work	27%
2.	Dirty Work	4%
3.	Cold Work	4%
4.	Hot Work	4%
5.	Welding Preheated metals	4%
6.	Explosives and Incendiary Materials - High Degree Hazard	10%
7.	Explosives and Incendiary Materials - Low Degree Hazard	4%
8.	Poison (Toxic Chemicals) - High Degree Hazard	10%
9.	Poison (Toxic Chemicals) - Low Degree Hazard	4%
10.	Micro Organisms - High Degree Hazard	10%
11.	Micro Organisms - Low Degree Hazard	4%

ARTICLE 14
TERM EMPLOYEES

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments

it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

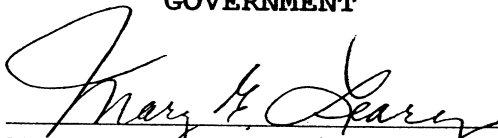
ARTICLE 15
SAVINGS CLAUSE

Should any provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted law or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).

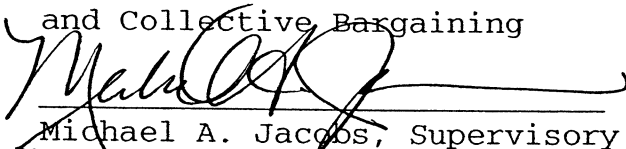
ARTICLE 16
DURATION

This Agreement shall remain in full force and effect through September 30, 2003. On this 26th day of September, 2001, and witness thereto the parties hereto have set their signature.

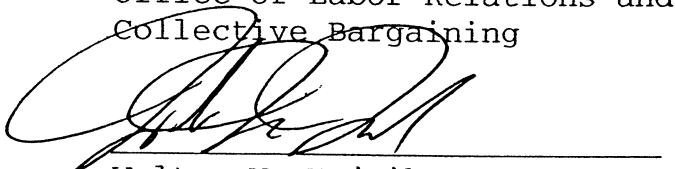
FOR THE DISTRICT OF COLUMBIA
GOVERNMENT



Mary E. Yeary, Director
Office of Labor Relations
and Collective Bargaining

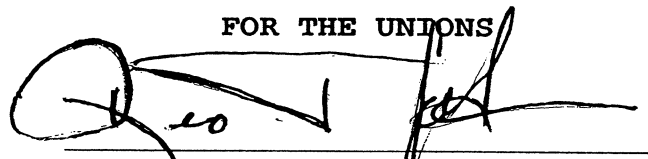


Michael A. Jacobs, Supervisory
Labor Relations Officer
Office of Labor Relations and
Collective Bargaining

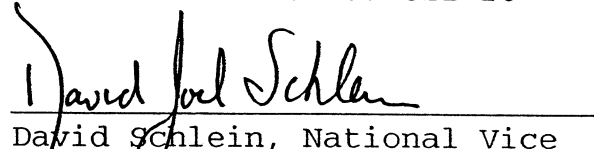


Walter W. Wojcik, Jr.
Labor Relations Officer
Office of Labor Relations and
Collective Bargaining

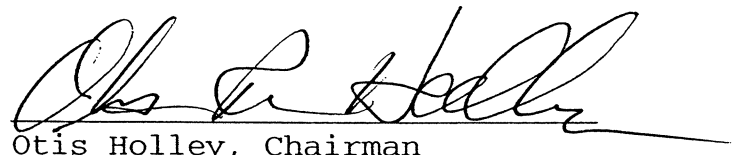
FOR THE UNIONS



Geo T. Johnson, Administrator
AFSCME District Council 20

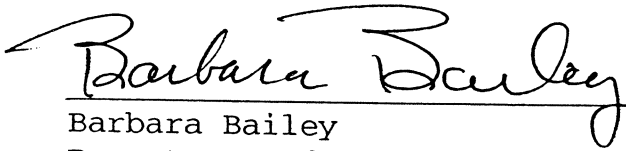


David Schlein, National Vice
President
AFGE District 14

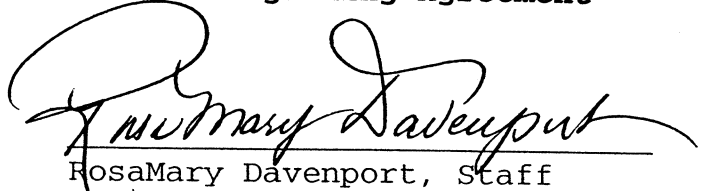


Otis Holley, Chairman
Fraternal Order of Police/
Department of Corrections
Labor Committee

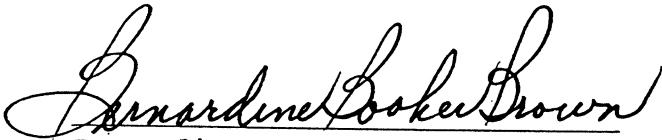
Compensation Units One and Two Collective Bargaining Agreement
Signed September 26, 2001


Barbara Bailey

Department of Human Services


RosaMary Davenport, Staff

Representative IBPO/NAGE


Bernadine Brown

Department of Health

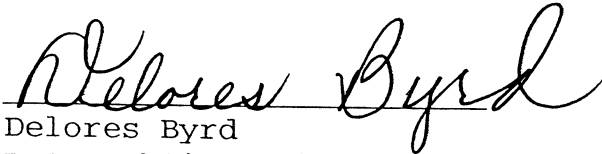
Rhonda Brady, DC Area
Administrator, SEIU 1199E-DC


Bertha Guerra

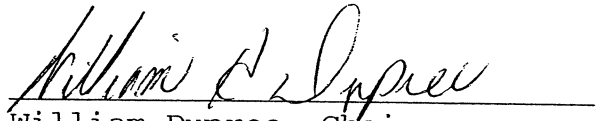
Department of Public Works


Michael B. Harris, Executive

Vice President, Communication
Workers of America

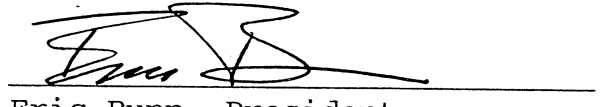

Delores Byrd

D.C. Public Libraries

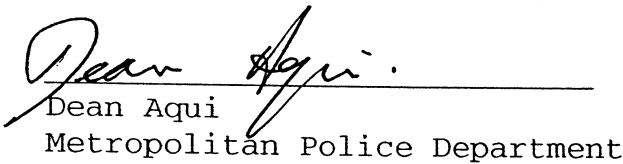

William Dupree, Chairman

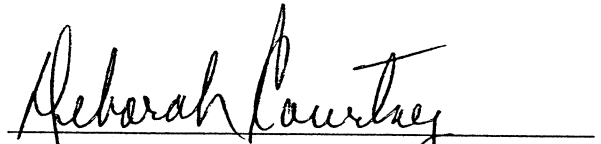
Fraternal Order of Police/
Department of Corrections
Labor Committee

James Miller
Fire and Emergency
Medical Services Dept.

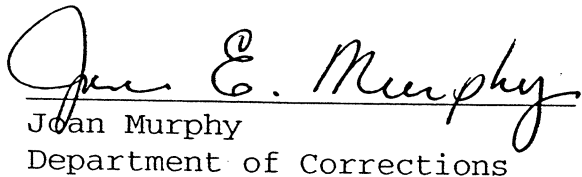

Eric Bunn, President

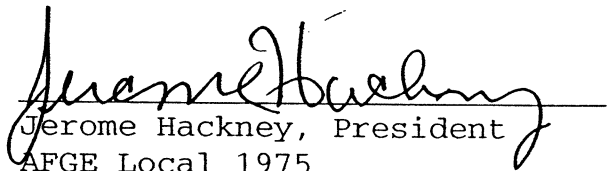
AFGE Local 2725


Dean Aquino
Metropolitan Police Department


Deborah Courtney, President

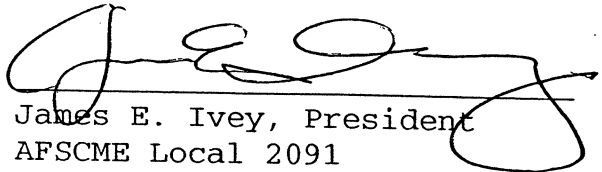
AFSCME Local 2401



Joan Murphy
Department of Corrections


Jerome Hackney, President
AFGE Local 1975

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Signed September 26, 2001


Valerie Kitchings
Department of Employment Services


James E. Ivey, President
AFSCME Local 2091

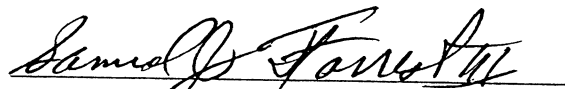

Terence Reddick
Department of Parks & Recreation

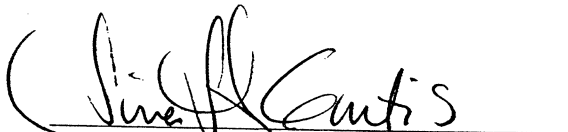

Brenda A. Featherspoon, President
AFSCME Local 1200


Matthew Green
Department of Consumer and
Regulatory Affairs

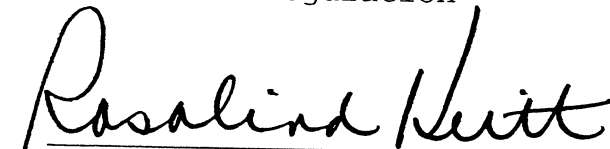

Cliff Dedrick, President
AFSCME Local 2743

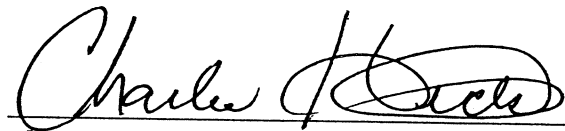
Odessa Nance
Department of Motor Vehicles

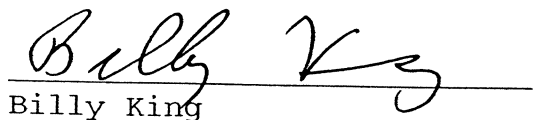

Samuel Forrest, President
IBPO Local 445

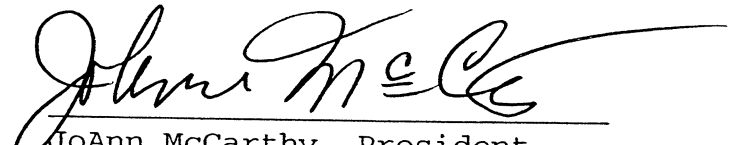

Tina Curtis
Department of Insurance &
Securities Regulation


Kenneth Lyons, President
AFGE Local 3721

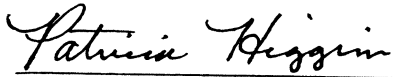

Rosalind Keitt
Department of Health


Charles Hicks, President
AFSCME Local 1808

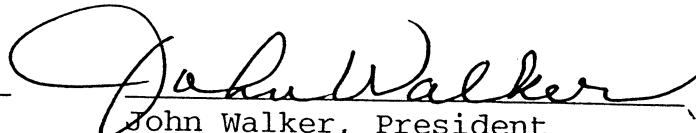

Billy King
Department of Human Services


JoAnn McCarthy, President
AFGE Local 2978

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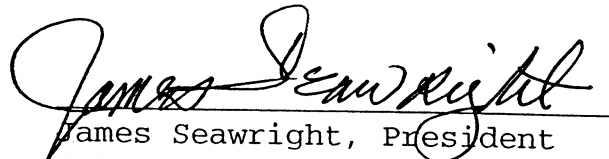


Patricia Higgins
Department of Health




John Walker, President
AFGE Local 383

Paulette Hutchings
Department of Corrections

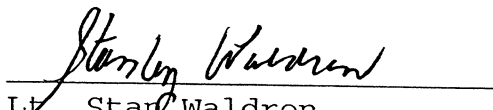


James Seawright, President
AFGE Local 1000

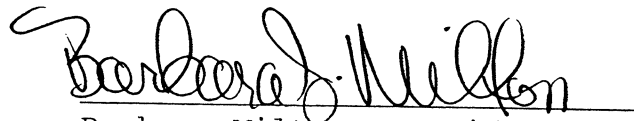
Sharman Monroe
Department of Employment Services



Walter Jones,
AFSCME Local 2087

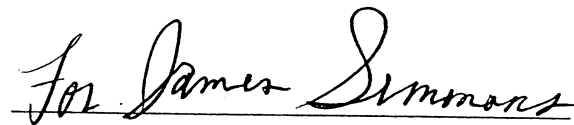


Lt. Stan Waldren
Department of Corrections



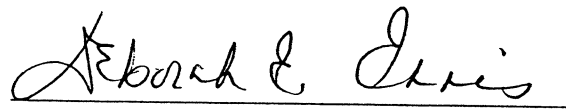
Barbara Milton, President
AFGE Local 631

Lisa Ingram
Department of Public Works



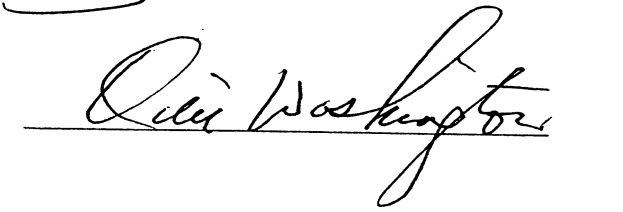
James Simmons, President
AFSCME Local 877

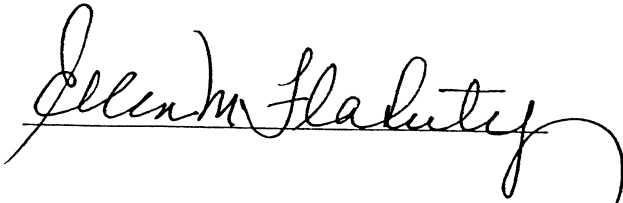
Claretta Carpenter, President
AFGE Local 2737



Mary Harris, President
NAGE R3-05

Hugh J. Hassan, Trustee
AFGE Local 3871



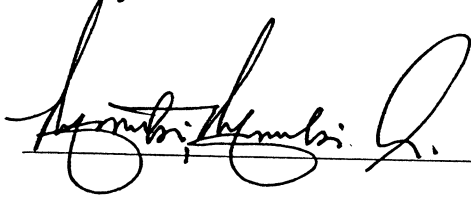


Glenn Flakutey

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Signed September 26, 2001



Carlos Edwards, President
AFGE Local 3444



Dorothy Howard, President
AFSCME Local 709

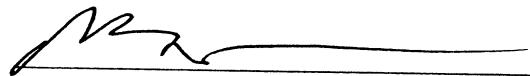


John Stevenson, Acting
President
AFSCME Local 2092



Marvin E. Sharpe, Business
Manager Public Service
Employees Union

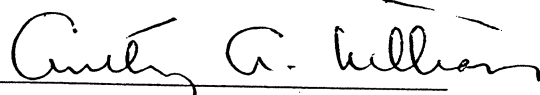
Deborrah Jackson, President
AFGE Local 2741



Robert Moore, President
SEIU 1199E-DC

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated September 26, 2001, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Code (2001 Ed.) and is hereby approved on this 26th day of September, 2001.


Anthony Williams, Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DISTRICT OF COLUMBIA GOVERNMENT
AND
COMPENSATION UNITS 1 AND 2**

The parties agree to establish a Joint Labor-Management Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2.

SECTION A - RESPONSIBILITIES:

The Committee shall be authorized to consider all matters that concern the benefits of employees in Compensation Units 1 and 2 that are subject to mandatory bargaining between the parties. The Committee shall be empowered to address such matters only to the extent granted by the Unions in Compensation Units 1 and 2 and the District of Columbia Government. The parties agree to apply a system of expedited arbitration if necessary to resolve issues that are subject to mandatory bargaining. The Committee may by consensus discuss and consider other benefit issues that are not mandatory bargaining subjects.

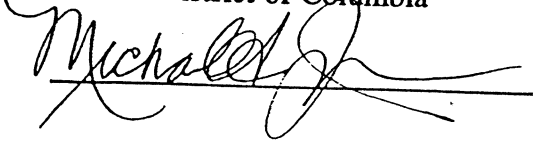
The Committee shall be responsible to:

1. Monitor the quality and level of services to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXII of the D.C. Code.
3. With the assistance of the Contracting and Procurement Office, the Committee will evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapters 11 and 11A of the D.C. Code.
4. Explore issues concerning the workers' compensation system that affects employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIV of the D.C. Code.
5. Discuss proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2.

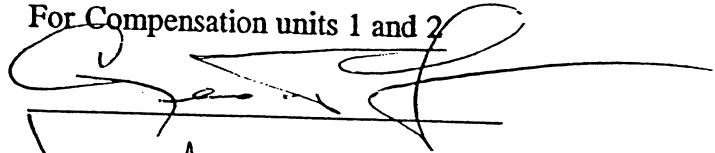
SECTION B - MEMBERSHIP

The Joint Labor-Management Benefits Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. Management shall appoint an equal number of representatives, including a representative from The District of Columbia Office of Personnel, Compensation and Benefits and a representative from the Office of Labor Relations and Collective Bargaining. Each party may bring specialists to speak on or clarify issues.

For the District of Columbia



For Compensation units 1 and 2



David Joel Schlen

Memorandum of Understanding

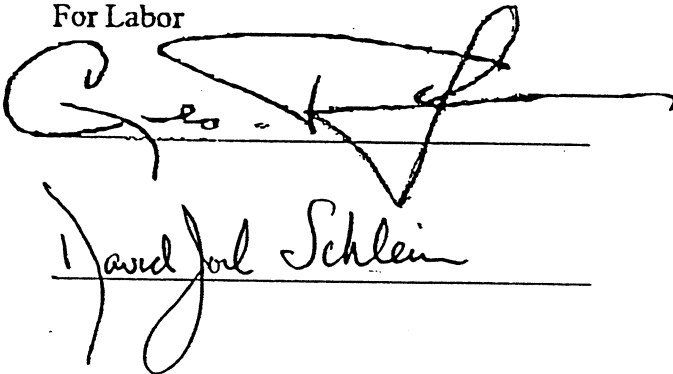
Between
Compensation Units 1 & 2
and
The District of Columbia
Concerning Classification and Compensation Collaborative Review

"The Parties hereby agree that in order to support the objective of rewarding a high performance workforce, a training program for all bargaining committee members shall be developed by a joint labor-management committee. The Committee will be composed of sixteen members, eight appointed by labor and eight appointed by management, and the Chief and Co-Chief negotiators of Compensation Units 1 & 2. This training program shall enhance the understanding of compensation and classification concepts and explore the appropriateness and application of high performance rewards to the District's workforce.

Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications fairly represent actual work performed by District employees as well as the appropriateness of the District's current classification and compensation systems.

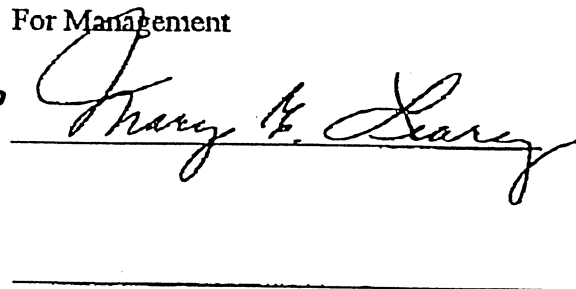
In order to support the training, classification and compensation joint labor-management initiatives, it is understood that the District shall retain the services of The Segal Company to assume the role of the lead consultant with these projects."

For Labor



David Joel Schlein

For Management



Gary B. Seary

January 30, 2001