# 21. Please provide a copy of your agency's FY17 performance plan as submitted to the Office of the City Administrator.

Attached please find a copy of DOC's Y 2017 performance plan as submitted to the Office of the City Administrator.

22. Please provide the number of FOIA requests for FY16 and FY17, to date, submitted to your agency. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.

October 1. 2015 -October 1, 2016 -**September 30, 2016** January 31, 2016 FOIA requests received during reporting 431 177 period FOIA requests pending at the start of the 12 10 period FOIA requests pending at the end of the 10 10 period Average number of days unfilled requests 7 7 were pending before each public body as of end of the period Average Response Time (days) 15 15 Estimated Number of FTEs required 2 2 Estimated Average Response Time (Hours) 5 5 Cost of Compliance \$ 83.991.43 \$ 34,493.00 Requests granted, in whole 134 315 Requests granted, in part, denied, in part 5 0 Requests denied, in whole 12 3 Requests withdrawn 22 0 Requests referred or forwarded to other 20 5 public bodies<sup>1</sup> Other disposition 36 16 Exemption Number 1 - D.C. Official Code § 1 0 2-534(a)(1)Exemption Number 2 - D.C. Official Code § 15 2 2-534(a)(2) Exemption Number 3 - D.C. Official Code § 2-534(a)(3) Subcategory A 0 1 Subcategory B 0 0 Subcategory C 2 0 Subcategory D 0 0 Subcategory E 0 0

Tabulated below, please find the requested response.

<sup>&</sup>lt;sup>1</sup> Represents only those requests forwarded to another public body as the only and final disposition of the request. Requests processed within DOC resulting in any disposition (e.g., fulfilled in whole, denied in whole, fulfilled in part, denied in part, etc.) are not included in this count.

	October 1, 2015 - September 30, 2016	October 1, 2016 - January 31, 2016
Subcategory F	0	0
Exemption Number 4 - D.C. Official Code § 2-534(a)(4)	2	0
Exemption Number 5 - D.C. Official Code § 2-534(a)( 5 )	0	0

23. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or contracted for during FY16 and FY17, to date. Please state the status and purpose of each. Please submit a hard copy to the Committee.

There were no studies, research papers, reports, or analyses prepared by the agency or contracted for during FY 2016 and F 2017, to date.

24. Please separately list each employee whose salary was \$100,000 or more in FY16 and FY17, to date. Provide the name, position number, position title, program number, activity number, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.

The requested information for FY 2016 is tabulated below.

	DF	PARTMENT (	OF CORRECTIONS (FL0) - EMPLOY	YEES WHO	OSE SALAI	RY WAS \$100K	OR MORE IN FY	Y 2016 YTD		
Count	Name	Posn Nbr	Title	Prgm Code	Activity	Salary	Fringe (at .279%)	Total Compensation (Salary and Fringe)	Overtime Received in FY	Bonus Received in FY
1	Mynett,Beth A.J.	00008001	Medical Officer (Administratio	530N	2530	203,940.00	56,899.26	260,839.26	0.00	0.00
2	Faust, Thomas N.	00011949	Dir., Dept. of Corrections	110A	1110	195,703.04	54,601.15	250,304.19	0.00	0.00
3	Walker,Loretta A	00005935	CONTROLLER	120H	1120	171,161.00	47,753.92	218,914.92	0.00	0.00
4	Amato,Maria Claudia t	00042000	SUPERVISOR ATTORNEY ADVISOR	110C	1110	169,372.00	47,254.79	216,626.79	0.00	0.00
5	Booth,Quincy L	00029056	Deputy Director of Management	110A	1110	158,620.00	44,254.98	202,874.98	0.00	0.00
6	Lane,Latoya	00004200	Deputy Director for Operations	110A	1110	152,000.00	42,408.00	194,408.00	0.00	0.00
7	Hudson- Beckham,Antoinette C	00012401	AGENCY FISCAL OFFICER	110H	1110	150,080.00	41,872.32	191,952.32	0.00	0.00
8	Smith,William J	00007270	CORRECTIONAL INSTITUTION ADMN	605A	3605	137,917.00	38,478.84	176,395.84	0.00	0.00
9	Chakraborty,Reena	00015549	Supervisory Statistician	110L	1110	135,457.83	37,792.73	173,250.56	0.00	0.00
10	Lane,Sylvia Adele	00016858	Supervisory Public Affairs Spc	110K	1110	131,795.99	36,771.08	168,567.07	0.00	0.00
11	Suthar,Tejash Hemantkumar	00005538	Supervisory General Engineer	145D	1145	128,878.13	35,957.00	164,835.13	0.00	0.00
12	Townes, Desiree E	00026804	Human Resources Officer II	120A	1120	128,750.00	35,921.25	164,671.25	0.00	0.00
13	Hsu,Peilung	00002735	Supervisory IT Specialist	145A	1145	128,368.90	35,814.92	164,183.82	0.00	0.00
14	Johnson, Lennard K	00071665	CORRECTIONAL INSTITUTION ADMN	605A	3605	120,306.00	33,565.37	153,871.37	0.00	0.00
15	Stewart-Ponder,Gitana Y	00087487	Supervisory Equal Opportunity	160L	1160	120,000.00	33,480.00	153,480.00	0.00	0.00
16	McCloskey,Karen	00071658	IT Spec. Database Mgmt.)	145A	1145	119,923.00	33,458.52	153,381.52	0.00	0.00
17	Patten,Wanda R	00029051	Supv Criminal Investigator (IA	130J	1130	116,699.00	32,559.02	149,258.02	0.00	0.00

	DEPARTMENT OF CORRECTIONS (FL0) - EMPLOYEES WHOSE SALARY WAS \$100K OR MORE IN FY 2016 YTD									
Count	Name	Posn Nbr	Title	Prgm Code	Activity	Salary	Fringe (at .279%)	Total Compensation (Salary and Fringe)	Overtime Received in FY	Bonus Received in FY
18	C. Thorton	00046257	Director	901A	4901	116,490.00	32,500.71	148,990.71	0.00	0.00
19	Rehani,Rajiv	00071687	IT Specialist (Network)	145A	1145	113,477.00	31,660.08	145,137.08	0.00	0.00
20	Byrd-Gregory,Trina	00033118	Supvy Contract Administrator	150F	1150	113,300.00	31,610.70	144,910.70	0.00	0.00
21	Obebe,Oluwasegun G	00039573	Records Info and Privacy Ofc	110C	1110	110,874.00	30,933.85	141,807.85	0.00	0.00
22	Ponder, Gizele Richards	00091268	Special Assistant	520N	2520	110,000.00	30,690.00	140,690.00	0.00	0.00
23	Wang,Xusheng	00032420	IT Spec (Application Software)	145D	1145	109,665.00	30,596.54	140,261.54	0.00	0.00
24	Nagori,Binit V	00013628	INDUSTRIAL ENGINEER	145D	1145	107,895.00	30,102.71	137,997.71	0.00	0.00
25	Pflaum,Mark	00071674	OPERATIONS RESEARCH ANALYST	110L	1110	104,916.00	29,271.56	134,187.56	0.00	0.00
26	Mittal, Manish	00071662	IT Specialist (Applic. Softwar	145A	1145	103,808.00	28,962.43	132,770.43	0.00	0.00
27	Thomas,Sallie D	00009374	ADMIN SPEC	110A	1110	101,385.00	28,286.42	129,671.42	0.00	0.00
28	Shell,Denise A	00008815	Management Liaison Specialist	120A	1120	101,385.00	28,286.42	129,671.42	0.00	0.00
29	Ogunshakin,Edson A	00075398	Risk Management Specialist	130A	1130	101,385.00	28,286.42	129,671.42	0.00	0.00
30	Mitchell,Rodney C	00088653	Program Analyst	130A	1130	101,385.00	28,286.42	129,671.42	0.00	0.00
31	Green,Betty J	00085829	Chaplain	520M	2520	101,385.00	28,286.42	129,671.42	0.00	0.00
						\$3,966,321.89	\$1,106,603.81	\$5,072,925.70	\$0.00	\$0.00

For FY 2017 the requested information is tabulated below.

	DH	EPARTMENT	OF CORRECTIONS (FL0) - EMPLO	YEES WHO	OSE SALA	RY WAS \$100K	OR MORE IN F	Y 2017 YTD		
Count	Name	Posn Nbr	Title	Prgm Code	Activity	Salary	Fringe (at .272%)	Total Compensation (Salary and Fringe)	Overtime Received in FY	Bonus Received in FY
1	Mynett,Beth A.J.	00008001	Medical Officer (Administratio	530N	2530	210,058.20	57,135.83	267,194.03	0.00	0.00
2	Faust, Thomas N.	00011949	Dir., Dept. of Corrections	110A	1110	195,703.04	53,231.23	248,934.27	0.00	0.00
3	Amato,Maria Claudia t	00042000	SUPERVISOR ATTORNEY ADVISOR	110C	1110	181,228.04	49,294.03	230,522.07	0.00	0.00
4	Booth,Quincy L	00011949	Interim Director, Department o	110A	1110	177,686.12	48,330.62	226,016.74	0.00	0.00
5	Walker,Loretta A	00005935	CONTROLLER	120H	1120	176,296.00	47,952.51	224,248.51	0.00	0.00
6	Lane,Latoya	00004200	Deputy Director for Operations	110A	1110	156,560.00	42,584.32	199,144.32	0.00	0.00
7	Hudson- Beckham,Antoinette C	00012401	AGENCY FISCAL OFFICER	110H	1110	154,582.00	42,046.30	196,628.30	0.00	0.00
8	Stewart-Ponder,Gitana Y	00029056	Deputy Director of Management	110A	1110	150,000.00	40,800.00	190,800.00	0.00	0.00
9	Chakraborty,Reena	00015549	Supervisory Statistician	110L	1110	139,521.56	37,949.86	177,471.42	0.00	0.00
10	Johnson,Lennard K	00007270	CORRECTIONAL INSTITUTION ADMN	605A	3605	136,306.00	37,075.23	173,381.23	0.00	0.00
11	Suthar,Tejash Hemantkumar	00005538	Supervisory General Engineer	145D	1145	132,744.47	36,106.50	168,850.97	0.00	0.00
12	Townes, Desiree E	00026804	Human Resources Officer II	120A	1120	132,612.50	36,070.60	168,683.10	0.00	0.00
13	Hsu,Peilung	00002735	Supervisory IT Specialist	145A	1145	132,219.97	35,963.83	168,183.80	0.00	0.00
14	McCloskey,Karen	00071658	IT Spec. Database Mgmt.)	145A	1145	123,519.00	33,597.17	157,116.17	0.00	0.00
15	Patten,Wanda R	00029051	Supv Criminal Investigator (IA	130J	1130	120,199.97	32,694.39	152,894.36	0.00	0.00
16	Rehani,Rajiv	00071687	IT Specialist (Network)	145A	1145	116,881.00	31,791.63	148,672.63	0.00	0.00
17	Byrd-Gregory,Trina	00033118	Supvy Contract Administrator	150F	1150	116,699.00	31,742.13	148,441.13	0.00	0.00
18	Obebe,Oluwasegun G	00039573	Records Info and Privacy Ofc	110C	1110	114,199.00	31,062.13	145,261.13	0.00	0.00
19	Ponder, Gizele Richards	00091268	Special Assistant	520N	2520	113,300.00	30,817.60	144,117.60	0.00	0.00
20	Wang,Xusheng	00032420	IT Spec (Application Software)	145D	1145	112,956.00	30,724.03	143,680.03	0.00	0.00
21	Nagori,Binit V	00013628	INDUSTRIAL ENGINEER	145D	1145	111,131.00	30,227.63	141,358.63	0.00	0.00

	DEPARTMENT OF CORRECTIONS (FL0) - EMPLOYEES WHOSE SALARY WAS \$100K OR MORE IN FY 2017 YTD									
Count	Name	Posn Nbr	Title	Prgm Code	Activity	Salary	Fringe (at .272%)	Total Compensation (Salary and Fringe)	Overtime Received in FY	Bonus Received in FY
22	Mittal,Manish	00071662	IT Specialist (Applic. Softwar	145A	1145	110,243.00	29,986.10	140,229.10	0.00	0.00
23	Pflaum,Mark	00071674	OPERATIONS RESEARCH ANALYST	110L	1110	108,063.00	29,393.14	137,456.14	0.00	0.00
24	Cave Jr, Charles	00071665	CORRECTIONAL INSTITUTION ADMN	605A	3605	105,000.00	28,560.00	133,560.00	0.00	0.00
25	Thomas,Sallie D	00009374	ADMIN SPEC	110A	1110	104,423.00	28,403.06	132,826.06	0.00	0.00
26	Shell,Denise A	00008815	Management Liaison Specialist	120A	1120	104,423.00	28,403.06	132,826.06	0.00	0.00
27	Ogunshakin,Edson A	00075398	Risk Management Specialist	130A	1130	104,423.00	28,403.06	132,826.06	0.00	0.00
28	Mitchell,Rodney C	00088653	Program Analyst	130A	1130	104,423.00	28,403.06	132,826.06	0.00	0.00
29	Green,Betty J	00085829	Chaplain	520M	2520	104,423.00	28,403.06	132,826.06	0.00	0.00
30	Weaver,Zachary Djon	00078360	Program Analyst	130A	1130	101,927.00	27,724.14	129,651.14	0.00	0.00
31	Waldren,Stanley M	00042462	Program Analyst	605P	3605	101,927.00	27,724.14	129,651.14	0.00	0.00
32	Johnson,Paulette S	00026639	LABOR RELATIONS & WORKFORCE	120A	1120	101,826.00	27,696.67	129,522.67	0.00	0.00
33	Ramirez, Michel O	00023423	IT Specialist (Network)	145A	1145	101,712.00	27,665.66	129,377.66	0.00	0.00
						\$4,257,215.87	\$1,157,962.72	\$5,415,178.59	\$0.00	\$0.00

25. Please list in descending order the top 25 overtime earners in your agency in FY16 and FY17, to date, if applicable. For each, state the employee's name, position number, position title, program number, activity number, salary, fringe, and the aggregate amount of overtime pay earned.

For FY 2016 the requested information is tabulated below.
---

	DEPARTMENT OF CORRECTIONS (FL0) - FY 2016 Top 25 OVERTIME EARNERS									
Count	Position Number	Name	Title	Prgm Code	Activity	Salary	Fringe (at .279%)	Overtime Pay		
1	00025775	Roots,Darrell L	CORRECTIONAL OFFICER	160L	1160	64,797.00	18,078.36	90,422.23		
2	00008794	Masi,Harcourt	CORRECTIONAL OFFICER - LEAD	605H	3605	71,373.00	19,913.07	78,207.24		
3	00077828	Oyebanjo,Bukola T	CORRECTIONAL OFFICER	605H	3605	53,109.00	14,817.41	76,837.02		
4	00026155	Motanya,Frederick A	LEAD CORRECTIONAL OFC	605C	3605	71,373.00	19,913.07	76,513.68		
5	00022073	Miles,James R	CORRECTIONAL OFFICER	530J	2530	64,797.00	18,078.36	75,762.09		
6	00045455	Ibeawuchi,Uchendu B	CORRECTIONAL OFFICER	605H	3605	58,953.00	16,447.89	73,708.18		
7	00033632	Drummond,James E	CORRECTIONAL OFFICER	530J	2530	64,797.00	18,078.36	71,575.38		
8	00016176	Armstead,Jonathan	CORRECTIONAL OFFICER - LEAD	605C	3605	64,917.00	18,111.84	71,431.55		
9	00000620	Haines,Eugenia	CORRECTIONAL OFFICER - LEAD	605C	3605	71,373.00	19,913.07	69,009.28		
10	00008090	Hull,Edwin A	CORRECTIONAL OFFICER - LEAD	605C	3605	71,373.00	19,913.07	67,018.55		
11	00008222	Franklin,Shawn	CORRECTIONAL OFFICER - LEAD	605H	3605	66,531.00	18,562.15	63,856.62		

	DEPARTMENT OF CORRECTIONS (FL0) - FY 2016 Top 25 OVERTIME EARNERS								
Count	Position Number	Name	Title	Prgm Code	Activity	Salary	Fringe (at .279%)	Overtime Pay	
12	00012413	Dixon,Sharon A.	CORRECTIONAL OFFICER	605H	3605	56,031.00	15,632.65	62,217.94	
13	00010653	Ezurike,Onyide Alaeto Ashey	CORRECTIONAL OFFICER - LEAD	605C	3605	71,373.00	19,913.07	61,883.72	
14	00010697	Lapaix,Reny Teodoro	CORRECTIONAL OFFICER	605H	3605	57,492.00	16,040.27	61,318.53	
15	00077866	Asekomhe,Umoru	CORRECTIONAL OFFICER	605H	3605	53,109.00	14,817.41	60,890.07	
16	00020758	Floyd,Allison R	CORRECTIONAL OFFICER	605F	3605	64,797.00	18,078.36	59,282.35	
17	00003823	Amobi,Stephen I	CORRECTIONAL OFFICER	605C	3605	63,336.00	17,670.74	58,047.92	
18	00001342	Bryan,Bernard D	CORRECTIONAL OFFICER - LEAD	605C	3605	69,759.00	19,462.76	56,523.24	
19	00003442	Darego,Sotonm S	CORRECTIONAL OFFICER	605H	3605	57,492.00	16,040.27	56,481.50	
20	00010907	Olibrun,Mariane	CORRECTIONAL OFFICER	605C	3605	48,164.00	13,437.76	56,370.14	
21	00009296	Lattisaw,LaShawn T	CORRECTIONAL OFFICER	605F	3605	57,492.00	16,040.27	55,436.79	
22	00032384	Jabbie,Alhaji I	CORRECTIONAL OFFICER	605D	3605	57,492.00	16,040.27	55,402.23	
23	00077860	Uwalaka,Chidozie A	CORRECTIONAL OFFICER	605C	3605	53,109.00	14,817.41	55,295.51	
24	00008945	Pam,Chrisitian M	CORRECTIONAL OFFICER	605A	3605	57,492.00	16,040.27	54,962.21	
25	00010397	King,Eric Lee	CORRECTIONAL OFFICER	605F	3605	64,797.00	18,078.36	54,653.84	
			Agency Grand Total			\$1,555,328.00	\$433,936.51	\$1,623,107.81	

	DEPARTMENT OF CORRECTIONS (FL0) - FY 2017 Top 25 OVERTIME EARNERS								
Count	Position Number	Name	Title	Prgm Code	Activity	Salary	Fringe (at .272%)	Overtime Pay	
1	00010247	Dickensjr,Lewis	CORRECTIONAL OFFICER	605H	3605	66,742.00	18,153.82	26,516.00	
2	00025775	Roots,Darrell L	CORRECTIONAL OFFICER	160L	1160	66,742.00	18,153.82	23,423.90	
3	00008222	Franklin,Shawn	CORRECTIONAL OFFICER - LEAD	605H	3605	68,526.00	18,639.07	21,378.44	
4	00008090	Hull,Edwin A	CORRECTIONAL OFFICER - LEAD	605C	3605	73,512.00	19,995.26	21,013.97	
5	00026155	Motanya,Frederick A	LEAD CORRECTIONAL OFC	605C	3605	73,512.00	19,995.26	20,119.99	
6	00001342	Bryan,Bernard D	CORRECTIONAL OFFICER - LEAD	605C	3605	71,850.00	19,543.20	20,047.49	
7	00045455	Ibeawuchi,Uchendu B	CORRECTIONAL OFFICER	605H	3605	62,227.00	16,925.74	20,032.77	
8	00022073	Miles,James R	CORRECTIONAL OFFICER	530L	2530	66,742.00	18,153.82	19,661.07	
9	00027061	Trotter,Charles	CORRECTIONAL OFFICER	605F	3605	66,742.00	18,153.82	19,003.25	
10	00077860	Uwalaka,Chidozie A	CORRECTIONAL OFFICER	605C	3605	56,207.00	15,288.30	18,320.73	
11	00077866	Asekomhe,Umoru	CORRECTIONAL OFFICER	605H	3605	54,702.00	14,878.94	17,867.80	
12	00022826	Dubois,Cecil	CORRECTIONAL OFFICER	605C	3605	66,742.00	18,153.82	17,805.99	
13	00001190	Olubasusi,Benjamin R	CORRECTIONAL OFFICER	605C	3605	45,284.00	12,317.25	17,743.61	

For FY 2017 the requested information is tabulated below.

		DEPARTMENT OF	F CORRECTIONS (FL0) -	FY 2017	Тор 25 О	VERTIME EAR	NERS	
Count	Position Number	Name	Title	Prgm Code	Activity	Salary	Fringe (at .272%)	Overtime Pay
14	00045455	Ibeawuchi,Obioma L	CORRECTIONAL OFFICER	605H	3605	62,227.00	16,925.74	17,647.60
15	00003823	Amobi,Stephen I	CORRECTIONAL OFFICER	605C	3605	66,742.00	18,153.82	17,164.07
16	00021680	Aderinkola,Rufus O	CORRECTIONAL OFFICER - LEAD	605C	3605	68,526.00	18,639.07	16,959.85
17	00008794	Masi,Harcourt	CORRECTIONAL OFFICER - LEAD	605H	3605	73,512.00	19,995.26	16,900.10
18	00003442	Darego,Sotonm S	CORRECTIONAL OFFICER	605H	3605	59,217.00	16,107.02	16,662.11
19	00010907	Olibrun,Mariane	CORRECTIONAL OFFICER	605C	3605	50,968.00	13,863.30	16,450.84
20	00009894	Mballow,Cherno	CORRECTIONAL OFFICER	605F	3605	49,608.00	13,493.38	16,289.81
21	00033748	Kola,Agbonkehri Dennis	CORRECTIONAL OFFICER	605H	3605	54,702.00	14,878.94	15,992.94
22	00026197	Wiley,Marcia D	CORRECTIONAL OFFICER - LEAD	605K	3605	61,878.00	16,830.82	15,455.53
23	00011381	Hayes,Alfred L	CORRECTIONAL OFFICER	605F	3605	57,712.00	15,697.66	15,452.90
24	00020758	Floyd,Allison R	CORRECTIONAL OFFICER	605F	3605	66,742.00	18,153.82	15,448.46
25	00011576	Nwaizugbo,Livinus E	CORRECTIONAL OFFICER	520I	2520	49,608.00	13,493.38	15,009.70
			Agency Grand Total			\$1,560,972.00	\$424,584.38	\$458,368.90

#### 26. For FY16 and FY17, to date, please provide a list of employee bonuses or spe award pay granted that identifies the employee receiving the bonus or special p the amount received, and the reason for the bonus or special pay.

Last Name	First Name	Amount	Reason for Award.
Carter	Charlene	\$20,000	Retirement Award
Faust	Thomas	\$10,000	Retirement Award
Gladden	Robert	\$20,000	Retirement Award
Hairston	Warren	\$20,000	Retirement Award
Holzinger	Shaun	\$20,000	Retirement Award
Johnson	Celestine	\$15,000	Retirement Award
Johnson	James	\$20,000	Retirement Award
Mitchell	Arthur	\$20,000	Retirement Award
Perkins	Maryon	\$20,000	Retirement Award
Selders	Veria	\$20,000	Retirement Award
Sumter	Willie	\$20,000	Retirement Award
White	William	\$20,000	Retirement Award

The recipients of special awards are tabulated below.

27. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement.

DOC Collective Bargaining Agreements FY17							
Bargaining Unit	Duration						
Fraternal Order of Police	2016-2019						
AFGE, Local 1403, AFL- CIO (Attorneys)	Through 9/30/2017						
AFGE Local 1403 (Attorneys) - Comp Only	10/1/13 - 9/30/17						
Compensation Units 1 and 2	4/1/13 - 9/30/17						
DC Nurses Association	9/30/2009						
DC Nurses Association CBA for Comp Unit 13	10/1/14 - 9/30/17						

The agreements are tabulated below and attached.

## **WORKING CONDITIONS**

## **COLLECTIVE BARGAINING AGREEMENT**

## BETWEEN

## **DISTRICT OF COLUMBIA GOVERNMENT**

## **DEPARTMENT OF CORRECTIONS**

## AND

## FRATERNAL ORDER OF POLICE – DEPARTMENT OF CORRECTIONS LABOR COMMITTEE

Effective FY 2016 through FY 2019

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#### PREAMBLE

### Section A

This Collective Bargaining Agreement (Agreement or CBA) is entered into between the District of Columbia Department of Corrections (Employer, Agency, Management or Agency) and the Fraternal Order of Police Department of Corrections Labor Committee (Union) hereinafter referred to jointly as "the Parties."

#### Section B:

The Parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between them. Further, both Parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

#### Section C:

The Parties hereto affirm without reservations the provisions of this Agreement and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to herein.

#### Section D:

It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of services provided by the Agency. Therefore, in consideration of the mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:

## ARTICLE 1: RECOGNITION

#### Section A:

The Fraternal Order of Police/Department of Corrections Labor Committee has been designated by the employees in the unit described below as their preference for exclusive representation for the purpose of collective bargaining over terms and conditions of employment, including compensation, with the District of Columbia Department of Corrections.

#### UNIT:

"All employees of the D.C. Department of Corrections excluding managerial employees, confidential employees, supervisors, temporary employees, physicians, dentist and podiatrist, institutional residents (inmates) employed by the Agency, or any employees employed in personnel work in other than a purely clerical capacity and employees engaged in administering provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978."

PERB Certification No. 73 (Jan 12, 1994).

### ARTICLE 2: MANAGEMENT RIGHTS

#### Section A:

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.08, provides that the Agency shall retain the sole right, in accordance with applicable laws and rules and regulations.

- **1.** To direct employees of the Agency;
- 2. To hire, promote, transfer, assign, and retain employees in positions within the Agency and to suspend, demote, discharge, or take other disciplinary action against employees for cause;
- **3.** To relieve employees of duties because of lack of work or other legitimate reasons;
- **4.** To maintain the efficiency of the District government operations entrusted to them;
- 5. To determine the mission of the Agency, its budget, its organization, the number of employees, and to establish the tour of duty; and the number, types, and grades of positions of employees assigned to an organizational unit, work project, or tour of duty, and the technology of performing its work; and its internal security practices; and
- 6. To take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

#### Section B:

All matters shall be deemed negotiable except those that are proscribed herein and by D.C. law. Negotiations concerning compensation are authorized to the extent provided in D.C. Code § 1-617.16.

### Section C:

The parties recognize that such management rights are beyond the scope of collective bargaining.

## ARTICLE 3: EMPLOYEE RIGHTS

#### Section A:

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.06 (a), provides that all employees shall have the right:

- **1.** To organize a labor organization free from interference, restraint, or coercion;
- 2. To form, join, or assist any labor organization or to refrain from such activity;
- **3.** To bargain collectively through representatives of their own choosing as provided in D.C. Code § 1-617; and
- 4. To refrain from any or all such activities under paragraphs (1), (2), and (3) of this section, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in D.C. Code § 1-617.11. However, an individual's right or status as an employee will not be affected because of membership or non-membership in the Union.

#### Section B:

The Agency and the Union recognize the Comprehensive Merit Personnel Act, as codified at D.C. Code § 1-617.06 (b), provides that:

Notwithstanding any other provision in this chapter, an individual employee may present a grievance at any time to his or her employer without the intervention of a labor organization: Provided, however, that the exclusive representative is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the complaint. Any employee or employees who utilize this avenue of presenting personal complaints to the employer may not do so under the name, or by representation, of a labor organization. Adjustments of grievances must be consistent with the terms of the applicable collective bargaining agreement. Where the employee is not represented by the union with exclusive recognition for the unit, no adjustment of a grievance shall be considered as a precedent or as relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances.

#### Section C:

The Agency and the Union agree that employees have the right to participate in the management of the Union or act as a representative of the Union in the absence of any conflict.

#### Section D:

- 1. The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.
- 2. The Union's role shall not be restricted in representing bargaining unit employees in their day-to-day labor-management relations as outlined by law, the Hatch Act, and Federal Labor Relations Authority decisions. Union officials represent the bargaining unit in their official capacity (e.g., providing interviews with the print or broadcast media, placing advertisements in newspapers, appearing on public talk shows and radio stations and speaking at conferences and conventions) without fear of reprisal from DOC.
- **3.** The employee's right to open speech as a citizen addressing matters of public concern related to the Agency will be in accordance with the following:
  - a. No employee shall act as an official spokesperson for the DOC without the authorization of the Director through the Public Information Officer;
  - **b.** Employees are prohibited from releasing undisclosed Agencyrelated information to the public;
  - **c.** Employees approached by the media for an interview that has any bearing on DOC shall notify the PIO for appropriate review and authorization;
  - **d.** If the interview is of a private matter, it should not take place during official duty hours, while the employee is in uniform or on DOC property. In a private interview, reference to an employee's DOC affiliation is prohibited if it is presented in a manner that would lead a person to reasonably believe that the employee's statements or opinion are not of a private nature but those representing the DOC;

- e. Unless the Director so authorizes, employees who testify before a legislative committee, the courts or any other administrative or judicial body, shall not purport to speak on behalf of the Agency, shall not wear the DOC uniform, and shall not testify during the employee's tour of duty; and
- f. Information provided to the media by a designated Agency spokesperson or employee shall not endanger or jeopardize investigative efforts of the DOC or other law enforcement agencies in cooperation with the Agency.
- 4. Any employee compelled to offer work-related testimony shall not suffer retaliation or intimidation. This section does not modify or diminish management's right to promulgate reasonable rules and regulations requiring that any such opinions be clearly disassociated from the Agency and its policies.

### Section E:

It is understood that the employees in the bargaining unit shall have full protection of all articles of this Contract as long as they remain in the unit.

#### Section F:

Management shall not restrain, interfere with, coerce or discriminate against employees in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, the prosecution of grievances, and labor-management cooperation, or upon duly designated and recognized employee representatives acting on behalf of an employee or a group of employees within the bargaining unit.

#### Section G:

The Employer shall not take any action against any bargaining unit employees in reprisal for exercising any right under this Agreement. This section does not modify or diminish management's rights to take personnel actions under D.C. Code § 1-617.08, other applicable regulations, laws, and Agency orders, and other relevant articles in this Agreement.

## ARTICLE 4: UNION SECURITY AND DUES DEDUCTIONS

#### Section A:

The terms and conditions of employment contained in this Agreement shall apply to all bargaining unit employees without regard to Union membership. Employees covered by this Agreement have the right to join or to refrain from joining the Union.

## Section B:

Pursuant to D.C. Official Code § 1-617.07, the Employer shall deduct dues from the biweekly salaries of those employees who authorize the deduction of said dues. The Union shall be solely responsible for notifying employees, prior to obtaining their authorization, that they have certain constitutional rights under <u>Hudson v. Chicago</u> <u>Teachers Union Local No. 1</u>, 743 F.2d 1187, 1191, aff'd 475 U.S. 292 (1986)(7th Cir. 1984) (<u>Hudson</u>), and related cases. The dues check-off authorization may be cancelled by the employee at any time during the duration of the contract. The Union shall provide a copy of its <u>Hudson</u> plan to the Employer, within one month of the effective date of this Agreement.

### Section C:

The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining (OLRCB) on the D.C. Form 277, or other appropriate process.

#### Section D:

The Union dues shall be transmitted to the Union, minus a fee of \$1.25 for the administrative costs associated with the collection of said dues pursuant to executed dues check off authorizations.

#### Section E:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees shall pay reasonable costs incurred by the Union in representing such employees in grievance, adverse action or appeal proceedings in accordance with the provisions of the Comprehensive Merit Personnel Act (CMPA).

#### Section F:

The Employer and the District Government as a whole shall be indemnified and/or otherwise held harmless for any errors or omissions in the administration of this Article.

#### Section G:

The service fee applicable to non-union members shall be equal to the pro rata amount of dues based on the percentage of expenditures for chargeable activities under an annual audit completed by a certified public accountant. Should the Union's annual <u>Hudson</u> plan result in any challenges or objections, such challenges or objections shall be resolved through arbitration. The arbitration decision and award shall establish the amount of service fees for non-members.

### Section H:

Following the employees' annual receipt of information required under <u>Hudson</u> and related cases, including the Union's audit performed by an independent certified public accountant, the Union shall submit any changes, including changes to the service fee amount, to the OLRCB which shall ensure that any changes are implemented within a reasonable time after receipt of such notice. Non-members shall indicate their payment of a fee equivalent to full union dues or the reduced <u>Hudson</u> fee, which will be equivalent to those chargeable fees determined through the appropriate procedure.

#### Section I:

Payment of dues or service fees shall not be a condition of employment.

#### Section J:

All service fees deducted after the effective date of this agreement will be pursuant to a valid <u>Hudson</u> plan that will be presented to OLRCB before service fees will continue or begin. If the <u>Hudson</u> plan is not submitted as required, then all service fees will be placed in escrow until the <u>Hudson</u> plan requirement is satisfied.

#### Section K:

When the Union notifies OLRCB of an increase in the dues and/or service fees to be withheld from the pay of unit members, such notice must identify the authority in the Constitution or Bylaws that support the increase and a statement that all procedures prerequisite to the increase were followed.

## ARTICLE 5: UNION-MANAGEMENT MEETINGS

#### Section A:

1. It is agreed that Management, including the Director and the Union's Executive Board shall meet every month or as otherwise agreed to by the Parties to further labor-management cooperation as a standing Labor-Management Committee. Both Parties shall each designate no more than seven (7) employee members of the DOC to serve on this committee. Labor Management Committee meetings shall be distinguished from the Union's monthly meetings with the Warden of the D.C. Jail. (See Section C of this Article.) Meetings between the Union and the Warden of the jail shall be considered Operational Committee meetings of the Labor Management Committee. Membership in Operational Committee is not required for membership in the Executive Labor Management Committee.

2. If a designated member cannot attend, the parties shall notify each other at least one (1) day in advance of any scheduled Committee meeting if an alternate employee will attend in the absence of the designated member. The members of the standing Labor-Management Committee appointed by the Union shall be granted official time to attend the Labor Management Committee and Operational Committee meetings when such meetings occur during the regular working hours of the employees.

### Section B:

It shall be the function of this Labor-Management Committee to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters that either party believes will contribute to improvements in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be a subject of discussion at these meetings. Other meetings of the Executive Labor-Management Committee may be scheduled as the need arises upon mutual agreement of the parties and reasonable notice, and the parties will make allowances for emergency meetings when warranted.

#### Section C:

The Warden, along with no more than seven (7) designated staff representatives will meet monthly with no more than seven (7) Union employee representatives as a standing Operational Labor-Management Committee to discuss and review common interests for promoting labor-management cooperation at the institutional level addressing issues specific to the D.C. Jail and any other operational facilities or operational functions of the Agency falling under the Warden's purview. Other meetings may be held when the need arises upon mutual agreement of the parties. Issues pertaining to the D.C. Jail and any other operational facilities or functions of the Agency falling under the Warden's purview. Committee level with the Warden prior to being raised with the Director at the Executive Labor Management Committee, time permitting. If resolution is not possible after meeting with the Warden, then the matter may be addressed at the Executive Labor Management Committee with the Director. Other meetings of the Committee may be scheduled as the need arises upon mutual agreement of the parties and reasonable notice, and the parties will make allowances for emergency meetings when warranted.

#### Section D:

For both Labor-Management Committee and the Labor Management Operational Committee meetings, the Parties agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meetings. If unusual circumstances or timeliness of events do not allow for discussion of items on the agenda submitted in advance of the meeting, the issues thus presented might either be discussed by both parties or tabled for later discussion by either Party.

## Section E:

The parties will take their own minutes/notes of the Executive and Operational Labor Management Committee meetings. The parties will exchange copies of the minutes within five (5) working days before the next Labor Management Committee meeting and the parties will address any discrepancies/inconsistencies at the next Labor-Management Committee meeting.

#### Section F:

All union and management designated members and alternates on the Labor Management Committee and Operational Committee must be active DOC employees.

#### Section G:

The Agency shall notify and provide the Union with the opportunity to bargain regarding new policies or procedures that are subject to the duty of bargaining before implementation.

## ARTICLE 6 EQUAL EMPLOYMENT OPPORTUNITY

#### Section A: General Provisions:

The Employer agrees that it will not in any way discriminate against any employee because of his/her membership or affiliation in or with the Union or service in any capacity on behalf of the Union. Neither party to this Agreement will discriminate against any employee with regard to race, color, religion, national origin, age, marital status, sexual orientation, sex, political affiliation, physical handicap, or as otherwise provided by law.

#### Section B: Equal Employment Practices:

The Employer agrees to vigorously continue the implementation of its Equal Employment Opportunity Program as approved by the Director, D.C. Office of Human Rights. For the purpose of this Agreement, the Agency/Agency's Affirmative Action Plan will be observed.

#### Section C:

The Union shall designate an Affirmative Action Coordinator who shall, upon request, attend meetings of the Agency's Affirmative Action Counselors, and be permitted to meet with Agency EEO officials to discuss implementation of the Affirmative Action Plan including Agency policies and programs.