

**LEGEND**

- 4 - Full Time Employee
- 3 - Vacant





DMPSI FY 2016 Schedule A  
as of February 2, 2015 @ 2:00pm

Prgm Code	Posn Nbr	Name	Title	Grade	Step	Proj Nbr	Proj Phase	Fund Code	Vac Stat	Index	PCA	Reg/Term/Reg	FTE x Dpt %	SALARY x FTE %	Fringe	Total Comp.
1090	00044249	Donahue, Kevin J	Deputy City Administrator	11	0			0100	F	11090	AMP90	Reg	1	180,550.00	36,204.50	216,754.50
	00046583		Special Assistant	7	0			0100	V	11090	AMP90	Reg	1	96,482.00	18,711.58	115,193.58
	00073532		Staff Assistant	9	0			0100	V	11090	AMP90	Reg	1	45,811.00	8,704.09	54,515.09
	00073610		Legislative & Policy Analyst	7	0			0100	V	11090	AMP90	Reg	1	96,482.00	18,711.58	115,193.58
	00086138	GIL,HEIDER O	LEGISLATIVE ANALYST	14	8			0100	F	11090	AMP90	Reg	1	113,853.00	21,632.07	135,485.07
	00088333	Murphy, Christina D	PGM ANALYSIS OFFICER	14	3			0100	F	11090	AMP90	Reg	1	98,958.00	18,802.02	117,760.02
	00088403	Mein, John M.	Community Outreach Specialist	13	9	CSP08	16	7405	F	CSPF6	AMP90	Reg	1	106,936.00	20,317.84	127,253.84
1090 Total			Community Outreach Specialist Total										7	753,072.00	143,083.88	896,155.88
Grand Total													7	753,072.00	143,083.88	896,155.88





**FY 2015 PERFORMANCE PLAN  
Office of the Deputy Mayor for Public Safety and Justice**

**MISSION**

The mission of the Office of the Deputy Mayor for Public Safety and Justice is to provide direction, guidance, support and coordination to the District's public safety agencies to develop and lead interagency public safety initiatives to improve the quality of life in the District's neighborhoods.

**SUMMARY OF SERVICES**

The Office of the Deputy Mayor for Public Safety and Justice was created in January 2011 to provide guidance, support, and coordination of public safety and justice agencies of the District. During FY 2013 and 2014, the role of the agency has been expanded to include oversight of service programs that previously had operated as independent agencies. This structure enhances the oversight function and improves service delivery.

**Public Safety and Justice Agencies include:**

- Office of the Deputy Mayor for Public Safety and Justice (DMPSJ (incl. OVS, JGA)
- Department of Corrections (DOC)
- Fire and Emergency Medical Services (FEMS)
- Homeland Security Emergency Management Agency (HSEMA)
- Metropolitan Police Department (MPD)
- Office of the Chief Medical Examiner (OCME)
- Office of Unified Communications (OUC)
- Office on Returning Citizens Affairs (ORCA)
- Department of Forensics Science (DFS)

**Independent Public Safety and Justice Agencies**

- Criminal Justice Coordinating Council (CJCC)
- DC National Guard (DCNG)
- DC Sentencing and Criminal Code Revision Commission (DCSC)
- Office of Police Complaints (DCPC)
- Judicial Nominations Commission (JNC)
- Commission on Judicial Disabilities and Tenure (CJDT)
- Office of Administrative Hearings (OAH)
- Corrections Information Council (CIC)

*Deputy Mayor for Public Safety and Justice  
Government of the District of Columbia*



**Performance Divisions:**

- Agency Oversight
- Administrative Management Program
- Corrections Information Council
- Homeland Security/Continuity of Operation Plan (COOP)
- Motor Vehicle Theft Prevention Commission
- Office of Victim Services (OVS)
- Justice Grants Administration (JGA)
- Access to Justice

**AGENCY WORKLOAD MEASURES (SUGGESTED)**

Measure	FY 2012 Actual	FY 2013 Actual	FY 2014 YTD <sup>1</sup>
Number of external community meetings	NA	8	7

<sup>1</sup> As of 6/30/2014.



*The Office of the Deputy Mayor for Public Safety and Justice (DMPSJ) – Agency Management*

**SUMMARY OF SERVICES**

The Office of the Deputy Mayor for Public Safety and Justice (DMPSJ) provides oversight and support for citywide public safety and justice related policies, activities and initiatives under its jurisdiction including: developing and supporting policies and programs to improve the delivery of services by government agencies and contracted providers, coordinating interagency activities and initiatives, identifying opportunities for reducing redundancies, leveraging resources, creating economies of scale, and improving outcomes, ensuring compliance with local and federal mandates and collecting and disseminating performance data for agency activities and initiatives. The DMPSJ program contains the following activities:

- **Agency/ Oversight** – provides administrative support to the Deputy Mayor of Public Safety and Justice while enhancing the Office’s ability to coordinate all of the agencies that report to the Deputy Mayor.
- **Administrative Management** – provides for administrative support and the required tools to achieve operational and programmatic results. This program is standard for all agencies using performance-based budgeting.
- **Motor Vehicle Theft Prevention Commission** -supports motor vehicle theft law enforcement, prosecution, prevention, and community-education programs to reduce the incidence of motor vehicle theft in the District of Columbia.

**OBJECTIVE 1:** Coordinate with all the public safety and justice agencies to make sure they stay within budget.

**INITIATIVE 1.1:** Provides comprehensive and efficient financial management services to District Public Safety Agencies.  
DMPSJ will continue to provide comprehensive guidance and efficient financial management to District Public Safety and Justice Cluster Agencies so that the financial integrity of the District of Columbia is maintained.  
**Completion date: 9/30/2015**

**OBJECTIVE 2:** Assist public safety and justice agencies in achieving their operational goals through monthly meetings and reports.

**INITIATIVE 2.1:** Support Cluster Agencies in meeting Performance Plan goals.  
DMPSJ receives and approves all cluster agency performance plan goals prior to submission to the City Administrator, helping to ensure compliance with federal law, as well as the overall policy agenda for the Mayor and the city. In addition, ODMPJSJ will assist agencies in meeting their target Performance Plan goals.  
**Target Completion Date: completion date: 9/30/2015**



**OBJECTIVE 3:** Foster a collaborative relationship with all District Government agencies that allow for public safety goals to be achieved.

**INITIATIVE 3.1:** Promotes partnership among District Government Agencies. ODMPSJ will continue to work with the Deputy Mayor for Health and Human Services, Deputy Mayor for Education and Deputy Mayor for Planning and Economic Development to implement strategies related to public safety and justice. **Completion date: 9/30/2015**

**KEY PERFORMANCE INDICATORS DMPJS (-Agency Management)**

Measure	FY 2013 Actual	FY 2014 Target	FY 2014 YTD <sup>2</sup>	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Number Of cluster agencies within budget	8	8	9	10	10	10
Number of interagency initiatives implemented	13	7	8	10	12	13
Number Of cluster agencies that fully achieved 75% of fiscal year performance targets	8	8	8	9	9	10
Number Of cluster agencies fully achieved 75% fiscal year initiatives	8	8	8	8	9	10
% of scheduled monitoring reports completed by cluster agencies	98%	100%	100%	100%	100%	100%

<sup>2</sup> As of 6/30/2014.



**SUMMARY OF SERVICES**

The CIC was established by the Reutilization Act of 1997 and expanded by the District of Columbia Jail Improvement Act of 2003. The CIC is an independent monitoring body made up of three Board Members; two are appointed by the Mayor and one by the Council of the District of Columbia. The CIC is mandated to inspect and monitor conditions of confinement at facilities operated by the Federal Bureau of Prisons (FBOP), DC Department of Corrections (DOC) and their contract facilities where DC residents are incarcerated to ensure compliance with constitutional requirements, human rights, statutory requirements, and institutional standards that govern the operation of these facilities, and best practices. Additionally, the CIC assesses programs and services available to DC residents at these facilities. Through its mandate, the CIC collects information from many different sources, including site visits, and reports its observations and recommendations to the DC Mayor, the DC Deputy Mayor of Public Safety and Justice, the DC City Council, the Director of the FBOP, the Director of the DOC, and the DC community. As of June 2014 there were 5,515 DC inmates (5,294 males and 221 females) in FBOP Custody, including inmates in transit and at the DC Jail, and 1,961 residents in DOC custody. DC inmates in DOC custody are located in Correctional Detention Facility (DC Jail), Correctional Treatment Facility (CTF), and two Residential Reentry Centers (RRCs) in the District. DC inmates in FBOP custody are located in 114 facilities in 84 different locations (there are ten Federal Correctional Complexes that have several different facilities at the same location) located in 34 states and the District.

The CIC's independent prison monitoring, as opposed to government or industry oversight, ensures accurate, unbiased information about the status of specific prisons, jails and RRCs as well as the system as a whole. This type of oversight provides staff and inmates with the knowledge that an independent body is observing and reporting on the conditions of confinement at each facility. Through the inspection and reporting process the CIC provides transparency and knowledge to government officials and the DC community as a whole, allowing for accountability and recommendations.

**OBJECTIVE 1: Conduct comprehensive inspection of facilities housing DC inmates.**

**INITIATIVE: 1.1: Inspect, monitor, and report on conditions of confinement at facilities where DC residents are incarcerated in DC and across the U.S.**  
In FY 2014 the CIC will complete 16 thematic and facility inspections here in the District and across the US. In FY 2015 the CIC will continue to fulfill mandated activities by inspecting 18 facilities operated by the DOC, FBOP, and their contract facilities in the District and across the US. The facility inspections have and will continue to include an onsite inspection, document review, observation of programming, and staff and inmate interviews.

An important aspect of the CIC's mandate includes the DC Jail, CTF, and the RRCs in DC. In FY 2014 the CIC implemented a policy of regular monitoring of DC DOC jail facilities via several meetings with the DOC and visits to the DC Jail and CTF. In FY 2015 the CIC





will continue this initiative by quarterly meetings with DOC and bi-annual tours of the DC Jail and CTF.

In FY 2013 the CIC implemented an inspection policy and schedule that allows the CIC to visit different security level facilities and medical centers, and regions.

- FBOP facilities with 50 or more DC inmates (currently 30 facilities), are placed on a three year rotating schedule. Each facility will be visited once every three years; however more frequent visits may be arranged depending on the specific circumstances;
- FBOP facilities with between 20 and 50 DC residents (currently this is 14 facilities), we will attempt to visit once every five years. Out of these 14 facilities, five are located at federal correctional complexes and will be on a three year rotation because other facilities at the complex have greater than 50 DC residents. We will have contact (through personal letters or surveys) with all DC residents at these facilities once every two years;
- FBOP facility with less than 20 DC residents, currently this is 68 facilities, we will have contact (through personal letters or surveys) with all DC residents at these facilities once every two years. The CIC will attempt to visit once every five years; and
- Rivers Correctional Institute, with over 600 DC residents, we will visit annually;
- For RRCs in DC, we will inspect a minimum of one per year; and
- Conduct regular monitoring of DC DOC jail facilities

**Completion Date: September 30, 2015.**

## **OBJECTIVE 2: Promote Community Outreach**

### **INITIATIVE 2.1: Facilitate outreach to the DC Community**

The DC community and their concerns, experience, and expertise are extremely important to the CIC. Throughout FY 2014 the CIC Board, program analyst, office manager, and community outreach intern attended more than 12 community meetings, DC Council hearings, forums, and events with DC community members to understand their concerns regarding conditions of confinement and reentry into the DC community. Additionally, in FY 2014 the CIC held seven public meetings, these brought together a variety of stakeholders to discuss issues relevant to the CIC.

In FY 2014 the CIC had one community outreach intern to assist with outreach, providing information about the CIC to DC community residents and organizations and gathering input from them. The intern obtained information from returning citizens, family members and loved ones of currently incarcerated individuals, and other sources relevant to the CIC's work; collected and responded to letters, calls and other inquiries for the CIC; and made referrals to other reentry service organizations and other community providers. In FY 2015 will further the same goals and increase the volume of community outreach completed by the CIC. **Completion Date: September 30, 2015.**



**OBJECTIVE 3: Develop the CIC Administratively**

**INITIATIVE 3.1: Set up confidential office space**

The CIC is still facing administrative obstacles. The CIC guarantees all DC residents anonymity for phone conversations and written correspondence. To date the CIC's office space has not been confidential and does not have the capacity to maintain confidentiality as the work of the CIC increases. We do not believe anyone will infringe on the CIC's privacy; however, without an office with a door the CIC cannot guarantee the confidentiality that is crucial to our inspecting and monitoring role. Therefore, in FY 2015 the CIC will continue to work toward a more secure office space. **Completion Date: September 30, 2015.**

**INITIATIVE 3: Increase CIC full time staff**

The CIC's mandate includes almost 6,000 DC residents in FBOP custody and over 2,000 DC residents in DOC custody. In FY 2013 and 2014 the CIC staff included one full time staff person, one volunteer community outreach intern for approximately ten hours per week, and a contract office manager. In FY 2015 the CIC was awarded two additional FTEs. The two FTEs will assist the CIC greatly and we will work to obtain one additional full time employee to fulfill the mandate of the CIC. **Completion Date: September 30, 2015.**

**OBJECTIVE 4: Obtain Training from Local and National Experts to Develop Best Inspection and Monitoring Practices**

**INITIATIVE 4.1: Continue training from members of the DC community and experts in prison oversight.**  
In FY 2014, the CIC held more than three training sessions with members of the DC community and experts in prison oversight. The sessions included training on general information about DC agencies and organizations, best inspection and monitoring practices, and areas of concern for D.C residents in DOC and FBOP custody. In FY 2015, the CIC will continue training with local and national experts. **Completion date: September 30, 2015.**

**OBJECTIVE 5: Reach a Larger Portion of DC Residents in FBOP custody.**

**INITIATIVE 5.1: Send a survey to a statistically significant portion of DC inmates in FBOP custody.**  
In FY 2015 the CIC will send a survey about conditions of confinement and reentry to a statistically significant portion (at least 1/3) of DC residents at each FBOP facility where DC residents are incarcerated. The CIC continues to look for innovative ways to reach larger portions of the DC inmate population in FBOP custody. **Completion date: September 30, 2015.**



**KEY PERFORMANCE INDICATORS (KPI) - Correction Information Council (CIC)**

Measure	FY 2013 Actual	FY 2014 Target	FY 2014 Actual	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Number of site visits at FBOP and DOC facilities	9	16	16	18	20	20
Percentage of DC inmates at FBOP facilities the CIC inspects	25%	30%	30%	35%	35%	35%
Number of community outreach meetings	12	12	> 20	12	12	12
Number of training sessions held with DC and national experts in prison oversight	5	3	> 3	3	3	3



*Office of Victim Services*

**MISSION**

The mission of the Office of Victim Services is to ensure that all individuals who are victimized by violent crime in the District have access to and obtain quality services offered by skilled providers at District and community agencies.

**SUMMARY OF SERVICES**

OVS administers federal and District grants to agencies and organizations that offer services to crime victims, including crisis intervention, counseling, case management, outreach, education, and housing; advises the Executive Office of the Mayor on policy and legislation relevant to crime victims; and provides leadership in the development and implementation of new victim-related initiatives and programs.

**AGENCY WORKLOAD MEASURES - Office of Victim Services**

Measure	FY 2013 Actual	FY 2014 Actual
Number of District agencies who are funded in whole or part by OVS	4	5
Number of community-based organizations or individuals that are funded in whole or in part by OVS	25	32
Number of grants funded by federal funding sources	39	18
Number of grants funded by local funding sources	29	53
Number of new initiatives or collaborations developed or established	3	5
Number of medical forensic evaluations performed	376	413



**OBJECTIVE 1: Create and sustain a coordinated community response to all victims of violent crime that is sensitive, respectful, age appropriate and culturally competent (Age-Friendly DC; Domain 5).**

**INITIATIVE 1.1: Building and sustaining the continuum of care for crime victims.** OVS is responsible for building and sustaining direct core victim services in the District in the areas of sexual assault, domestic violence, child abuse, homicide and human trafficking, through a combination of special purpose revenue funds, local funds, federal formula funds and federal discretionary funds. OVS will expand the education of core service providers in the District during FY2015 by providing advanced training for victim service providers in culturally competent victim services. **Completion Date: September 30, 2016**

**INITIATIVE 1.2: DC Sexual Assault Nurse Examiner Program.** Cases in the District that present for the medical forensic exam are increasing. All reporting and non-reporting victims who present for a medical forensic exam are entitled to paid, professional advocacy services, free prophylactic medication, and a free toxicology screen to determine the incapacitating substances, if any, that were present in the victim's blood or urine. This data will be used to observe trends in locations/drug usage that will aid outreach efforts and assist in police investigations. During FY2015, OVS will expand the scope of the sexual assault continuum of services by staffing and coordinating a new Task Force mandated by legislation, provide support for District agencies seeking to improve their capacity to serve sexual assault victims, and staff the Sexual Assault Response Team. **Completion Date: September 30, 2016**

**INITIATIVE 1.3: Polyvictimization Response Team (PRT).** The Polyvictimization Response Team is coordinated by the Office of Victim Services and is a project intended to create a seamless network of services for crime victims who have been victimized in multiple ways over the course of their lifetime. OVS facilitates a network of community-based service providers to ensure that this vulnerable population is provided with access to comprehensive care, i.e. medical, mental health, case management, and advocacy through a variety of access points and a variety of victim service providers. During FY2015, the Polyvictimization Response Team will screen District crime victims for polyvictimization, provided intense and coordinated care to those crime victims who qualify, and provide forensic medical exams to victims of intimate partner violence. **Completion Date: September 30, 2016**

**OBJECTIVE 2: Maintain respectful, articulate, and productive relationships with all partnering agencies and organizations to improve services to crime victims.**

**INITIATIVE 2.1: Expand access to victim services for the campus populations by developing partnerships and providing technical assistance to the eight colleges and universities within the District.** Due to the large number of college students living in the District during the academic year (approximately 42,000), it is essential that the Office of Victim Services adapt services and develop services that are easily accessed by college-aged victims. It is the goal of the Office of Victim Services to ensure that the eight campuses in DC and the campuses surrounding



DC know of and are able to access District trauma services. During FY2015, OVS will develop toolkits to assist campuses in implementing new recommendations for victim services and will host a campus conference for all DC-based campuses.

**Completion Date: September 30, 2016**

**INITIATIVE 2.2: Expand access to victim services for victims of Limited English Proficiency by coordinating services and resources designed to assist LEP populations in accessing and receiving services (Age-Friendly DC; Domain 5).**

Due to the large number of foreign-born residents of DC, it is essential to adequate service delivery that there is an established and functioning continuum of services that is culturally and linguistically competent. Furthermore, it is essential that core services in the District have materials that have been translated into multiple languages. In FY2015, OVS will ensure that each community-based agency has a language access plan in place, has access to translated materials for each community-based agency, and implement an emergency and victim services interpreter bank.

**Completion Date: September 30, 2016**

**INITIATIVE 2.3: Coordinate and professionalize the network of victim service providers in the District through development and coordination of the Victim Assistance Network.**

It is part of the OVS' mission that victims of violent crime in the District have access to a network of exceptional services staffed by skilled service providers. Towards that goal, the OVS facilitates the Victim Assistance Network, which is a network of all funded agencies and organizations, as well as allied organizations who are not funded. The Victim Assistance Network seeks to raise the standard of victim care and hold organizations accountable to that standard. During FY2015, OVS will assist the VAN in implementing its goals and objectives by staffing full VAN meetings and committee meetings.

**Completion Date: September 30, 2016**



**KEY PERFORMANCE INDICATOR – Office of Victim Services**

Measure	FY2013 Actual	FY2014 Projection	FY 2014 YTD <sup>3</sup>	FY2015 Projection	FY2016 Projection	FY 2017 Projection
<b>Objective 1</b>						
Initiative 1.1: Number of advanced academies held	N/A	N/A	N/A	4	4	2
Initiative 1.1: Number of victim service providers trained	N/A	N/A	N/A	100	100	30
Initiative 1.2: Percentage of DC SANE patients who received on-call advocacy at the medical forensic exam	N/A	95%	99%	98%	99%	100%
Initiative 1.2: Number of Task Force Meetings staffed	N/A	N/A	N/A	4	0	N/A
Initiative 1.2: Number of SART meetings staffed	N/A	N/A	10	10	10	10
Initiative 1.2: Number of DC agencies provided funding to enhance sexual assault services	N/A	N/A	3	3	4	4
Initiative 1.3: Percentage of clients who were assessed as polyvictimization through the process	N/A	30%	30%	30%	30%	N/A
Initiative 1.3: Percentage of clients who were assessed as polyvictimization and entered the PRT	N/A	50%	50%	60%	70%	N/A

<sup>3</sup> Specific dates were not given at the time this report was published.





Measure	FY 2013 Projection	FY 2014 Target	FY 2014 YTD <sup>4</sup>	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
<b>Objective 2</b>						
Initiative 2.1: Number of toolkits developed for DC-based campuses	N/A	N/A	N/A	4	0	N/A
Initiative 2.2: Number of language access plans developed by community-based victim service providers	N/A	N/A	N/A	10	20	N/A
Initiative 2.2: Number of community-based victim service providers with translated materials	N/A	N/A	N/A	10	20	N/A
Initiative 2.2: Number of calls for service to the Emergency and Victim Services Interpreter Bank	N/A	N/A	N/A	50	100	120
Initiative 2.3: Number of meetings of the Victim Assistance Network staffed	N/A	10	10	12	14	14

<sup>4</sup> Specific dates were not given at the time this report was published.



*Justice Grants Administration*

**MISSION**

The mission of the Justice Grants Administration (JGA) is to administer federal and other funding streams to nonprofit and government agencies to improve the programs, policies, and coordination of the District's juvenile and criminal justice systems.

**SUMMARY OF SERVICES**

The Justice Grants Administration (JGA) is the District of Columbia's State-Administering Agency for applying for and managing Federal grant funds related to juvenile and criminal justice. The JGA manages the life cycle of federal and local grants, sub grants, and pass-through funds to other nonprofit and government agencies in compliance with federal and local grant guidelines. JGA is responsible for gathering stakeholder input and identifying cross-cutting funding priorities each year; identifying sub-grantees that are well-positioned to advance these funding priorities; and providing financial, administrative, and programmatic oversight, training, and technical assistance to ensure program outcomes are achieved.

**AGENCY WORKLOAD MEASURES**

Measure	FY 2013 Actual	FY 2014 Actual
Number of District agencies who are funded in whole or part by JGA	8	8
Number of community-based organizations funded in whole or in part by JGA	22	32
Number of grants funded by federal funding sources	29	24
Number of grants funded by local funding sources	6	16
Number of new initiatives or collaborations developed or established	2	3

**OBJECTIVE 1: Improve performance management and program development**

**INITIATIVE 1.1: Establish baseline indicators for JGA grantees consistent with Office of Justice Program's baseline indicators for up to 10 Federal Formula grants.**  
 In FY 15, sub-grantees of JGA will be required to measure performance using a standard set of outputs and outcomes developed for each grant program based on the State Plan and/or proposals responses submitted to OJP. It is the goal of the Justice Grants Administration to use those OJP established baseline indicators to evaluate the performance of the individual sub-grantees and conduct a process evaluation. **Completion Date: September 30, 2015**

**INITIATIVE 1.2: Provide training and technical assistance to sub grantees to ensure best practices in program development of criminal and juvenile justice priorities.**  
 In FY 15, JGA will continue to provide training and technical assistance to sub-grantees, ensuring a consistent framework for program development that is data-driven and best practices informed. A minimum of two forums will be scheduled to provide technical assistance and to develop strategic plans. **Completion Date: September 30, 2015**



**OBJECTIVE 2: Improve administration of federal grants.**

**INITIATIVE 2.1: Develop strategic plans as required by federal grant sources.** As part of federal grant management, JGA is tasked with establishing and staffing advisory boards that are intended to provide guidance to community stakeholders on a variety of different subject matters. In addition, JGA is required to develop three-year strategic plans, in accordance with the advisory boards. Three-year strategic plans are developed through a city-wide inter/intra agency collaboration to address the needs of the local population. In FY 15, JGA will submit updates to the Three Year Plans and Annual Reports as required by federal funding sources. **Completion Date: September 30, 2015**

**INITIATIVE 2.2: Ensure 100% compliance of core requirements for OJP. As part of federal grant management, JGA is tasked with ensuring compliance with enabling legislation for Office of Justice Program funding sources.** Currently, DC is in full compliance of the 4 core requirements. JGA will continue to ensure that there is citywide compliance by engaging in site visits with stakeholders and sub-grantees. **Completion Date: September 30, 2015**

**OBJECTIVE 3: Provide leadership and financial support to allied District agencies to improve the administration of justice within the District of Columbia.**

**INITIATIVE 3.1: Coordinate stakeholders in an effort to improve process with District's compliance of Sex offender and Registration Notification Act (SORNA), and Prison Rape Elimination Act (PREA).** JGA seeks to support and provide grant assistance to law enforcement and correctional agencies to coordinate supervision of offenders. JGA will use Byrne reallocation funds to prepare for major changes in program development initiated by the SORNA and PREA Acts. **Completion Date: September 30, 2015**

**OBJECTIVE 4: Reduce truancy in the District of Columbia Public Schools.**

**INITIATIVE 4.1: Establish collaborations among community-based organizations and targeted schools.** To accomplish the goal of reducing truancy rates among young people throughout the District, JGA will establish collaborations among community-based organizations and targeted schools. **Completion Date: September 30, 2015**

**INITIATIVE 4.2: Establish baseline truancy rates for selected schools using data collected from DCPs and community-based organizations.** Prior to assessing whether the collaborations between schools and private, community-based organizations are effective, JGA will work with DCPs to establish a baseline truancy rate for each school measured. In future years, JGA will be able to evaluate whether the truancy rates have fallen as a result of the collaboration. **Completion Date: September 30, 2015**



**KEY PERFORMANCE INDICATORS - Justice Grants Administration**

Measure	FY 2013 Projection	FY 2014 Target	FY 2014 YTD <sup>5</sup>	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Initiative 1.1: Number of baseline indicators established for sub-grantees that are consistent with OJP requirements	8	10	10	12	12	12
Initiative 1.1: Percentage of sub- grantees participating in data collection	90%	100%	100%	100%	100%	100%
Initiative 1.1: Percentage of data submitted by sub- grantees that meets the OJP requirements	90%	100%	100%	100%	100%	100%
Initiative 1.1: Percentage of sub- grantees participating in process evaluation	N/A	50%	60%	70%	80%	90%
Initiative 1.2: Number of partnerships between sub- grantees, facilitated by JGA	3	7	8	8	8	8
Initiative 1.2: Number of technical assistance sessions provided to sub- grantees.	2	2	2	3	3	3

<sup>5</sup> Specific dates were not given at the time this report was published.



Measure	FY 2013 Projection	FY 2014 Target	FY 2014 YTD <sup>6</sup>	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Initiative 1.2: Number of meetings conducted with sub grantees	1	2	3	4	4	4
Initiative 2.1: Number of Advisory Board meetings held each year. <sup>7</sup>	10	12	12	14	10	10
Initiative 2.1: Number of three- year strategic plans completed and approved by OJP <sup>8</sup>	2	2	2	3	2	2
Initiative 2.1: Number of Annual Reports published and distributed to stakeholders.	1	1	1	1	1	1
Initiative 2.2: Percentage of OJP requirements that have achieved full compliance	100%	100%	100%	100%	100%	100%
Initiative 2.2: Number of site visits completed and sub-grantees monitored for compliance.	50%	75%	75%	80%	85%	90%
Initiative 3.1: Number of meetings held with stakeholders to improve SORNA and PREA initiatives.	N/A	N/A	2	4	4	4

<sup>6</sup> Specific dates were not given at the time this report was published.

<sup>7</sup> Funding may not be restored by Congress for this initiative in FY 14, therefore Initiative 3.1 has been added for FY 15.

<sup>8</sup> Funding may not be restored by Congress for this initiative in FY 14, therefore Initiative 3.1 has been added for FY 15.



Measure	FY 2013 Projection	FY 2014 Target	FY 2014 YTD <sup>9</sup>	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Initiative 3.1: Number of meetings held with stakeholders to improve SORNA and PREA initiatives.	N/A	N/A	2	4	4	4
Initiative 4.1: Number of collaborations established between community-based organizations and identified DC schools	N/A	7	8	10	8	8
Initiative 4.2: Number of schools in which baseline truancy data was determined	N/A	37	42	47	40	40

<sup>9</sup> Specific dates were not given at the time this report was published.



**SUMMARY OF SERVICES**

Access to Justice - provides financial assistance to organizations and individuals who provide direct civil legal services to low-income and underserved District residents.

This program contains the following two activities: **Access to Justice** – provides financial assistance to organizations and individuals who provide direct civil legal services to low-income and underserved District residents; and **Poverty Lawyer Loan Repayment Assistance Program** – provides educational loan repayment assistance to lawyers who live and work in the District of Columbia and are employed in areas of legal practice that serve low-income residents.

**OBJECTIVE 1:** Provide direct civil legal services to low-income and underserved District residents.

**INITIATIVE 1.1:** Provide financial assistance to organizations and individuals who provide direct civil legal services to low-income and underserved District residents. In FY12, Access to Justice Funds was awarded to 21 organizations that provide direct civil legal services to low-income and underserved District residents. Six lawyers who live and work in the District received educational loan repayment assistance in FY12 in the areas of legal practice that serve low-income residents. In FY 2013, grants will be awarded to organizations so that low-income and underserved District residents can receive direct civil legal services and loans will be made to lawyers to assist them in educational loan repayment. **Ongoing.**

**KEY PERFORMANCE INDICATORS - Access to Justice**

Measure	FY 2013 Actual	FY 2014 Target	FY 2014 Actual	FY 2015 Projection	FY 2016 Projection	FY 2017 Projection
Number of sub grants to organizations providing legal services to low income and underserved District residents	20	20	20	20	20	20
Number of loans provided to legal services attorneys that assist low income and underserved District residents.	8	9	10	8	9	10



*Homeland Security/Continuity of Operation Plan (COOP)*

**SUMMARY OF SERVICES**

Homeland Security/Continuity of Operation Plan (COOP) – provides direction, planning and coordination to local and regional partners to ensure that the Public Safety and Justice cluster is ready to respond to an emergency of any size, and implements a comprehensive COOP framework that allows Public Safety and Justice cluster agencies to continue essential criminal justice functions during an emergency affecting normal operations.

**OBJECTIVE 1: Homeland Security/Continuity of Operation Plan (COOP)**

**INITIATIVE 1.1: Continuity of Operation Plan (Age-Friendly DC: Domain 9).** Implement a comprehensive COOP framework that allows Public Safety and Justice cluster agencies to continue essential criminal justice functions during an emergency affecting normal operations. **Completion Date: September 30, 2015.**

**INITIATIVE 1.2: Continuity of Operation Plan Exercises (Age-Friendly DC: Domain 9).** Ensure District agencies are exercising their continuity of operation plan in concert with other District agencies to ensure continued collaboration of Public Safety and Justice cluster during an emergency. **Completion Date: September 30, 2015.**

**KEY PERFORMANCE INDICATORS - Homeland Security/Continuity of Operation Plan-COOP**

Measure	FY 2013 Actual	FY 2014 Target	FY 2014 YTD <sup>10</sup>	FY 2015 Projection	FY 2016 Projection	FY2017 Projection
Number of COOP developed	80	80	70	80	80	80
Number of emergency drills completed.	10	10	17	25	25	30
Number of Emergency Preparedness Council Meeting	12	8	8	12	8	8

<sup>10</sup> As of 6/30/2014.



# Office of the Deputy Mayor for Public Safety and Justice FY2016

**Agency** Office of the Deputy Mayor for Public Safety and Justice

**Agency Acronym** DMPSJ

**Agency FQ0 Code**

To edit agency and POC information press your agency name (underlined and in blue above).

**Agency Performance POCs** Christina (EOM) Murphy; Stephanie (EOM) Maltz

**Agency Budget POCs** Christina (EOM) Murphy; Stephanie (EOM) Maltz

**Fiscal Year** 2016

**Agency Determination: FY2016 complete with metrics and Q1 data?**

**OCA Determination: FY2016 complete with metrics and Q1 data?**

When you believe you are finished with this phase of your Performance Plan, press edit in the upper right, check this box, and then press save.

## 2016 Workload Measures

**THIS PROCESS HAS CHANGED. Add Workload Measures one at a time by using the button to the right. Once you have added the measure and saved it, press the Add Data button next to each measure. At the bottom of each measure use the chart of data to input your values. KPIs should be added from each Objective. DO NOT USE THIS BUTTON FOR KEY PERFORMANCE INDICATORS.**

Add Workload Measure (NOT KPI)

Performance Plan Measures (FY16 Workload)	Performance Plan Metrics	Frequency of Reporting	Measure	Add Data (if applicable)	FY2013	FY2014	FY2015	Q1FY2016
<b>Workload Measure (1 Measure)</b>								
	Workload Measure		Number of external community meetings	Add Data				

## 2016 Key Performance Indicators

**THIS PROCESS HAS CHANGED. Add Key Performance Indicators one at a time by pressing the button next to the matching Objective in the chart two below. Once you have added the measure and saved it, press the Add Data button next to each measure. At the bottom of each measure use the chart of data to input your values.**

Performance Plan Measures (FY16 KPIs) Linked to Specific Objective	Performance Plan Metrics	Division	Frequency of Reporting	Measure	Current Fiscal Year Target	Long-Term Target (if different)	Add Data (if applicable)	FY2013	FY2014	FY2015	Q1FY2016
No measures found											

We will work toward having all of the KPIs linked to a specific Objective. If you want to email MeghanMarie.Fowler-Finn@dc.gov a spreadsheet that shows to which Objectives the KPIs should be linked, she can make the connections.

Performance Plan Measures (FY16 KPIs) Not Linked to Specific Objective	Performance Plan Metrics	Division	Frequency of Reporting	Measure	Current Fiscal Year Target	Long-Term Target (if different)	Add Data (if applicable)	FY2013	FY2014	FY2015	Q1FY2016
<b>(empty) (5 Measures)</b>											
	Key Performance Indicator		Annually	Number of cluster agencies within budget	8		Add Data				
	Key Performance Indicator		Annually	Number of cluster agencies that fully achieve 75% of fiscal year performance targets	8		Add Data				
	Key Performance Indicator		Annually	Number of cluster agencies that fully achieved 75% of fiscal year initiatives	8		Add Data				

Key Performance Indicator	Annually	Percent of scheduled monitoring reports completed by cluster	100	Add Data
Key Performance Indicator	Annually	Number of interagency initiatives Implemented	12	Add Data
<b>TOT</b>			<b>136</b>	

## 2016 Objectives

Add Strategic Objective

**# of Objectives**

3

**# of Initiatives**

3

### FY16 Objectives

Division/Department	Objective Number	Objective Description	Add Key Performance Indicator	Add Initiative
<b>Agency Management (1 Objective)</b>				
Agency Management	1	Coordinate with all the public safety and justice agencies to make sure they stay within budget.	Add Key Performance Indicator	Add Initiative
<b>Agency Management (1 Objective)</b>				
Agency Management	2	Assist public safety and justice agencies in achieving their operational goals through monthly meetings and reports.	Add Key Performance Indicator	Add Initiative
<b>Agency Management (1 Objective)</b>				
Agency Management	3	Foster a collaborative relationship with all District Government agencies that allow for public safety goals to be achieved.	Add Key Performance Indicator	Add Initiative

## 2016 Initiatives

Division/Department	Objective Number	Objective Title	Objective Description	Initiative Number	Initiative Title	Initiative Description	Initiative Year	Link to District Priority Goal	Link to Special Mayoral Plan
<b>Agency Management - 1 (1 Initiative)</b>									
Agency Management	1	Coordinate with all the public safety and justice agencies to make sure they stay within budget.	Coordinate with all the public safety and justice agencies to make sure they stay within budget.	1.1	Provides comprehensive and efficient financial management services to District Public Safety Agencies.	ODMPSJ will continue to provide comprehensive guidance and efficient financial management to District Public Safety and Justice Cluster Agencies so that the financial integrity of the District of Columbia is maintained.	FY16	Link to District Priority Goal	Link to Special Mayoral Plan
<b>TOT</b>									
<b>1</b>									
<b>Agency Management - 2 (1 Initiative)</b>									
Agency Management	2	Assist public safety and justice agencies in achieving their operational goals	Assist public safety and justice agencies in achieving their operational goals	2.1	Support Cluster Agencies in meeting Performance Plan goals.	ODMPSJ receives and approves all cluster agency performance plan goals prior to submission to the City Administrator,	FY16	Link to District Priority Goal	Link to Special Mayoral Plan

		through monthly meetings and reports.	through monthly meetings and reports.		helping to ensure compliance with federal law, as well as the overall policy agenda for the Mayor and the city. In addition, ODMPSJ will assist agencies in meeting their target Performance Plan goals.			
TOT	2							

**Agency Management - 3 (1 Initiative)**

Agency Management	3	Foster a collaborative relationship with all District Government agencies that allow for public safety goals to be achieved.	Foster a collaborative relationship with all District Government agencies that allow for public safety goals to be achieved.	3.1	Foster a collaborative relationship with all District Government agencies that allow for public safety goals to be achieved.	ODMPSJ will continue to work with the Deputy Mayor for Health and Human Services, Deputy Mayor for Education and Deputy Mayor for Planning and Economic Development to implement strategies related to public safety and justice.	FY16	Link to District Priority Goal	Link to Special Mayoral Plan
TOT	3								
TOT	6								

2016 Special Mayoral Plans

Initiative Title	Initiative Description	Special Mayoral Plan	Mayoral Plan Domain	Mayoral Plan Goal	Mayoral Plan Action
No oper/strat init-special mayoral plans links found					

2016 Linked Goals

Goals cannot be linked from this page. Choose an initiative from the list above or add a new initiative to link to goals.

Primary Priority Goal?	District Priority Goal	Priority Area	Initiative Number	Initiative Title	Objective Number	Objective Title	Objective Description
<input type="checkbox"/>	<b>Make DC the safest big city in America</b>	A Safer, Stronger DC	1.1	Provides comprehensive and efficient financial management services to District Public Safety Agencies.	1	Coordinate with all the public safety and justice agencies to make sure they stay within budget.	Coordinate with all the public safety and justice agencies to make sure they stay within budget.
TOT			1.1		1		
<input type="checkbox"/>	<b>Make DC the safest big city in America</b>	A Safer, Stronger DC	2.1	Support Cluster Agencies in meeting Performance Plan goals.	2	Assist public safety and justice agencies in achieving their operational goals through monthly meetings and reports.	Assist public safety and justice agencies in achieving their operational goals through monthly meetings and reports.
TOT			2.1		2		
<input type="checkbox"/>	<b>Make DC the safest big city in America</b>	A Safer, Stronger DC	3.1	Foster a collaborative relationship with all District Government agencies that allow for public safety goals	3	Foster a collaborative relationship with all District Government agencies that allow for	Foster a collaborative relationship with all District Government agencies that allow for

	in America	to be achieved.	public safety goals to be achieved.	public safety goals to be achieved.
TOT		3.1	3	
<b>TOT</b>		<b>6.3</b>	<b>6</b>	

### ▼ Administrative Information

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**FY Performance Plan** Office of the Deputy Mayor for Public Safety and Justice FY2016

Created on Sept. 4, 2015 at 1:38 PM (EDT). Last updated by [Fowler-Finn, MeghanMarie \(OSSE\)](#) on Jan. 21 8:17 AM at 8:17 AM (EST), Owned by [Fowler-Finn, MeghanMarie \(OSSE\)](#).

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# LABOR AGREEMENT



*between the*

Metropolitan Police Department

*and the*

National Association of  
Government Employees (NAGE)

Local R3-05

Effective March 8, 2007 - September 30, 2010

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All non-professional employees of the Metropolitan Police Department excluding wage grade employees of the Property Division and the Fleet Management Division, management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity.

The Department recognizes the National Association of Government Employees, as the exclusive representative for a unit consisting of the following employees of the Metropolitan Police Department:

**ARTICLE 2  
RECOGNITION**

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

**Section 4**

The parties hereto affirm without reservation 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 through negotiation of this agreement.

**Section 3**

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 the parties. 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 2**

This agreement is entered into between the Metropolitan Police Department, Washington, DC, and Local R3-05, National Association of Government Employees.

**Section 1**

**ARTICLE 1  
PREAMBLE**

1. Within not more than eight (8) hours after receipt of written notification by the Employer of any strike, Local R3-05 shall publicly disavow the action by issuing a statement to the media stating that the strike is unauthorized and unsupported by the Union.
  2. Local R3-05 shall in good faith promptly direct the employees in the bargaining unit to return to work.
- In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of Local R3-05, provided that upon notification, in writing, by the Employer of said strike, Local R3-05 meets the following conditions:

**Section 4**

The Department may discipline, as deemed appropriate, any employee who engages in a strike.

**Section 3**

Neither the Union nor any employee in the bargaining unit shall initiate, authorize, actively support or participate in a strike.

**Section 2**

For the purpose of this contract, the term "strike" includes any strike or concerted action with others involving failure to report for duty, the willful absence from one's position, the slowdown or stoppage of work, the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Department for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

**Section 1**

**ARTICLE 4  
NO STRIKE CLAUSE**

Members covered by this agreement are in compensation unit one (1). The relevant compensation unit 1 package negotiated with the Government of Columbia shall be incorporated in this Agreement.

**ARTICLE 3  
WAGES AND OTHER BENEFITS**



Those inherent managerial functions, prerogatives, and policy making rights, whether listed above or not, that are in accordance with the applicable laws, rules, and regulations are hereby retained by the Department.

**Section 2**

- 6. To take whatever actions may be necessary to carry out the mission of the District Government in emergency situations.
- 5. To determine the mission of the Agency, its budget, its organization, the number of employees 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, or its internal security practices; and
- 4. To maintain the efficiency of the District government operations entrusted to them;
- 3. To relieve employees of duties because of lack of work or other legitimate reasons;
- 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;
- 1. To direct employees of the Agency;

The Metropolitan Police Department retains the sole right in accordance with applicable laws and rules and regulations:

**Section 1**

**ARTICLE 5  
MANAGEMENT RIGHTS**

Management agrees that no employee will be prevented from reporting for work and performing his duties solely because of any dispute between the parties hereto.

**Section 5**

- 3. The Union's failure to comply with the above conditions, in the event of a strike in which members of the bargaining unit participate, shall be grounds for the Employer to terminate this contract.

Subject to security and safety, Union officials who are non-employees will be allowed to visit work sites, after prior notification and approval, to carry out their responsibilities under the terms of this Agreement.

**Section 5**

The Union will supply management with the names of all the employee officials of the Union and all stewards.

**Section 4**

Stewards are authorized to perform and discharge the duties and responsibilities as assigned under the grievance procedure.

**Section 3**

One (1) Chief Steward and up to twelve (12) Shop Stewards shall be designated by the Union and shall be accorded recognition by the Employer as employee representatives for the employees in the bargaining unit.

**Section 2**

Designated employee representatives will be free from reprisal, coercion or discrimination in the exercise of their right to act on behalf of an employee or group of employees within the bargaining unit.

**Section 1**

**ARTICLE 6  
RIGHTS OF EMPLOYEE REPRESENTATION**

When a Departmental General Order or Regulation directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of consultation or negotiation, as appropriate, with the Employer.

**Section 4**

Those management rights that have not been expressly modified or restricted by a separate distinctive article of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein.

**Section 3**

1. An employee may request the presence of a Union representative during an interview by the Employer if he/she believes the interview/meeting may result in disciplinary action. A Local Union representative shall be given the opportunity to be present following such a request.
2. Upon the employee's request for Union representation, the Employer shall allow the employee time to consult with the Union representative regarding the subject and purpose of the meeting. A Union representative shall be given the opportunity to be present following such a request. In no event shall the meeting be delayed beyond 24 hours unless mutually agreed.
3. Upon the employee's request, official time shall be granted as needed within scheduled working hours to report grievances to Union representative(s) and to management.
4. Union stewards and officials shall be granted official time to investigate, receive and present a grievance in accordance with the provisions of the negotiated grievance

The Employer shall provide Union stewards, employees and Union officials with official time in the manner hereinafter described to receive, investigate, prepare and present grievances to management.

**Section 9**

The official or steward shall be granted official time unless the work situation or an emergency precludes the granting of such official time. If official time is denied, the steward will be informed at that time when he/she will be granted official time. If the immediate supervisor is not available, notification will be made to the next higher level of supervision.

**Section 8**

Officials of the Union, who are employees, and stewards, shall notify their immediate supervisor when they desire to leave their work assignments to carry out their duties under the grievance procedure.

**Section 7**

Stewards may be contacted by employees concerning complaints and grievances during working hours but not for the purpose of discussing other Union matters. In the event such contact would require the employee to leave his/her duty post, he/she must first obtain permission from his/her supervisor.

**Section 6**

Members can choose to become service-fee payers at any time.

The amount to be deducted shall be certified to the Employer by the duly authorized officer of NAGE. The aggregate biweekly deductions for all employees shall be remitted biweekly, together with an itemized statement to the duly authorized officer of NAGE, immediately after such deductions are made.

The Employer agrees to withhold Union dues from the wages of unit employees who authorize such deductions by signing the voluntary salary allotment form or service fees as provided in Union Security, Article 9, Section 2.

**ARTICLE 8  
DUES**

Employees serving a probationary period shall not be entitled by virtue of this Agreement to any rights and/or privileges that exceed or are in conflict with the provisions of the Comprehensive Merit Personnel Act, or any Departmental rules and regulations governing probationary employees.

**ARTICLE 7  
PROBATIONARY EMPLOYEES**

Employees elected to any Union office or selected to do Union work which takes them from their employment with the Employer shall, at the written request of the Executive Vice-President of the Local's Parent Organization, be granted a leave of absence without pay. The initial leave of absence shall not exceed one year. Leaves of absence for such Union business shall be extended for similar periods upon request. The cost of any employment benefits retained by the employee during such absence shall be paid by the Union.

**Section 11**

Constitutionally and officially elected delegates shall be granted five (5) days administrative leave to attend the NAGE National Convention.

**Section 10**

Time shall be allowed for travel if it becomes necessary for a steward to go to another police facility to represent an employee.

**ARTICLE 9  
UNION SECURITY**

**Section 1**

The Union shall be responsible for representing the interests of all unit employees without discrimination and without regard to membership in the Union.

**Section 2**

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation. Such deductions shall be allowed when the Union presents evidence that at least 51% of the members in the unit are members of the Union.

**Section 3**

Membership in the Union or payment of the service fees shall not be a condition of employment.

**Section 4**

If any court action is brought against the Employer, as a result of the service fee provisions of this Agreement, the Union shall intervene as a party defendant for the purpose of defending the property of the contract under the law.

**Section 5**

The Union shall have access to all new and rehired employees to explain Union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employee's reporting to their work site within thirty (30) calendar days of employee's appointment or reappointment. A list of new hired employees shall be furnished to the Union by the end of each month. One week prior to all scheduled orientations, the Employer shall provide written notice to the Union president.

**ARTICLE 10  
LABOR-MANAGEMENT COOPERATION**

**Section 1**

The Employer agrees that representatives of the Union and management may meet monthly, or as necessary, for the purpose of discussing issues of common interests and establishing and maintaining labor-management cooperation by a committee composed of equal numbers from both

- 1. The Employer will continue to conduct an affirmative action program and a workplace environment plan formulated and implemented in accordance with applicable laws and regulations.
- 2. The Union shall have one (1) member on the Employer's EEO Counselor List selected

**Section 2 - Affirmative Action**

- 1. Both parties shall share equally the responsibility for applying the provision of this Agreement to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, political affiliation, handicap or sexual orientation.
- 2. The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or an Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

**Section 1 - Non-discrimination**

**ARTICLE 11  
NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The Department and the Union agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meeting. If unusual circumstances or timeliness of events do not allow for inclusion of discussion items on the agenda submitted in advance of the meeting, the Department or the Union may present discussion items at the scheduled meetings, and the issues thus presented may either be discussed by both parties or tabled, by either party, for later discussion.

**Section 3**

The purpose of these meetings shall be to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters which either party believes will contribute to improvement 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 the subject of discussion at these meetings, nor shall the meetings be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

**Section 2**

parties. Such Union-management meetings will be held during normal working hours without loss of pay to those employees attending.

The Employer agrees to provide bulletin boards in appropriate areas for use by the Union. Material posted on these boards must be related to legitimate interests of the Union and bear the signature of a Union representative who is an employee of the Agency.

**Section 2**

The Union agrees to request, in advance, the use of space to conduct Union meetings during non-working hours of employees involved. If the request for the use of space is approved, reasonable care will be exercised in using the space and the area will be left in a clean and orderly condition. When use of the facilities is to be scheduled after 1600 hours, the Union will request this use three (3) days in advance.

**Section 1**

**ARTICLE 12  
USE OF FACILITIES**

7. Allegations of discrimination based on Union affiliation may be grieved and arbitrated under this Agreement. All other allegations of discrimination will be filed with the Department's EEO office, the District's Office of Human Rights or the U.S. EEO office.
  6. Final selection and appointment of EEO Counselors is a management responsibility. The Union will be provided with a list of the names of the EEO Counselors and EEO Officer.
  5. The Employer and the Union will respect an employee's right to file a formal discrimination complaint under the Metropolitan Police Department's equal employment opportunity program (EEO).
  4. The Employer agrees to provide the Union with a reasonable number of copies of the Affirmative Action Plan and will make it available for review by employees. Additionally, the Employer will provide a copy of the EEO complaint procedure to the Union and to employees.
  3. The Union shall be provided the opportunity for involvement in the assessment and development stages of the Employer Affirmative Action Plan. In addition, the Union may submit written comments and suggestions for the Employer's consideration during the assessment and development stages.
- by the Union president or his/her designee. The member shall be either a local executive board member or a shop steward/Union representative.

Quarterly, during the term of this Agreement, the Employer shall provide the Union, upon request, with an alphabetical list of employees in the bargaining unit. This list shall include the employees' name, address, telephone number, assignment and service computation date.

**EMPLOYEE LISTS**  
**ARTICLE 14**

The Employer agrees to notify the Union within thirty (30) calendar days of any contracting out actions, which will displace any career employee. The Employer further agrees to minimize displacement action through realignment, retraining and restricting hiring and to exert other action necessary to retain career employees consistent with applicable laws and regulations and to place employees who have been displaced by such action in other available vacant positions within MPD for which they are qualified and able to perform with minimum training. "Minimum training" refers to instruction intended to familiarize and acclimate reassigned employees with the procedures followed in a new position/department.

**Section 2**

It is understood that decision regarding contracting out are within the discretion of the department. Prior to contracting out which deviates from the agency's past practice, the Employer agrees to consider existing resources, to consult with the Union and agrees to consider the views, recommendations or suggestions offered by the Union.

**Section 1**

**CONTRACTING OUT**  
**ARTICLE 13**

The Employer agrees to furnish to the Union a suitable location in each district or at department headquarters which will normally be available to the Union in connection with the handling of employee grievances and complaints. If that area, however, is not then available, a like area will be made available.

**Section 4**

The Employer agrees to designate a mailbox within the Department's internal mail system for use by the Union.

**Section 3**



**Section 1**

All Vacancy Announcements for positions covered by this Agreement, for which the area of consideration is unlimited, will be posted on the District's Office of Personnel web site for at least ten (10) days. Vacancy announcements for which the area of consideration is limited to the Metropolitan Police Department will be open for at least five (5) days and carried in the Dispatch, and on the MPD website for five (5) days.

**Section 2**

Employees must submit an application in the manner outlined in the announcement to be considered. The Department agrees to advise candidates that their application has been received, upon telephonic request by the applicant. Non-selected applicants will be notified by the Department of their non-selection. Competitive or non-competitive appointment or promotion from a group of candidates who were properly qualified, ranked or certified is not grievable under this contract.

**Section 3**

Where all other factors are equal among applicants, the vacancy shall be filled by the applicant who has seniority in the Department.

**Section 4**

Employees may individually or with a Union representative request a final review of a specific promotion action for which they applied and were not selected.

**ARTICLE 16  
JOB DESCRIPTIONS**

**Section 1**

Each employee covered by this agreement shall be supplied with a copy of his/her job description. The Union shall be supplied with a copy of each job description upon request. The Union shall be given the opportunity to review substantial changes in job descriptions prior to implementation. This review will not delay the implementation of changes.

Special schedules shall be established for employees who are assigned in a twenty-four (24) hour operational unit and are required to work on Saturday and/or Sunday as part of their regular workweek. The workday for employees assigned in a twenty-four (24) hour operational unit shall consist of eight (8) hours of work. Work schedules for employees assigned to these units shall be posted and show the employee's workdays, tour of duty and days off or otherwise made known to the employee.

Work schedules showing the employee's shift, work days and hours shall be posted or otherwise made known to the employee. The workweek for full-time employees shall normally consist of five consecutive days, eight (8) hours of work, Monday through Friday, totaling forty (40) hours unless the employee is assigned to a twenty-four (24) hour operational unit.

**Section 1 - Work Schedule**

**ARTICLE 18  
SCHEDULING**

The Employer further agrees to minimize the effect on career employees to whatever extent possible through reassignment, retraining, or restricting recruitment and any other appropriate means to avoid separation of employees in full compliance with all laws and regulations of the District of Columbia.

**Section 2**

The Employer agrees to provide the Union with advance information concerning a reduction in force.

**Section 1**

**ARTICLE 17  
REDUCTION IN FORCE**

An employee may appeal the classification of his position at any time.

**Section 3**

Employees will not be required to work outside of their job descriptions on a regular basis. The phrase "performs other duties as required or assigned" and phrases of similar nature in the job description are understood to mean duties, which are reasonably related to the duties outlined.

**Section 2**

**Section 2 – Changes In Work Schedule**

Prior to any changes to the employee's work schedule, the Employer shall provide the employee with a fourteen (14) day notice. The Employer will also furnish the employee the reasons for the new assignment or change in the work schedule.

An employee's workweek or tour of duty shall not be changed for brief periods of time or on short notice for the purpose of avoiding the payment of overtime. Except when the Chief of Police determines that a unit would be seriously handicapped in carrying out its function or that costs would be substantially increased, the working hours in each day in the basic workweek shall be the same.

**Section 3 - Rest Periods**

All employees shall be provided two fifteen (15) minute rest periods for each tour of duty.

The same principle shall apply for overtime worked beyond the regular shift except that the employees need work only one (1) or more hours to qualify for the first fifteen (15) minute overtime rest period. Where possible, this initial overtime rest period shall be granted prior to the beginning of overtime work.

**Section 4**

Unit employees shall be granted a ten (10) minute personal cleanup period, if needed, prior to the end of the tour of duty.

**ARTICLE 19  
LEAVE**

**Section 1 – Annual Leave**

Annual leave shall be requested by the employee from their immediate supervisor or his/her designee. Management agrees to provide the employee an opportunity to use the annual leave that is earned. Requests for annual leave will not be denied without sufficient cause and shall be based upon factors which are reasonable, equitable and do not discriminate against any employee or group of employees. Leave previously approved will not be cancelled or rescheduled by the employer without a good and sufficient reason, which shall be in writing in the remarks section on the DCSF-71.

Any normal requests for accumulated annual leave must be submitted on a DCSF-71 to the immediate supervisor or his/her designee. Requests for one day of leave or more shall be requested at least one (1) day in advance. Management shall allow an employee to submit an annual leave request four (4) months or more in advance, but no more than 12 months prior to

the date(s) the leave is requested.

It is the responsibility of the employee to notify his/her supervisor of the need for emergency annual leave prior to his/her tour of duty when possible. Call-in for emergency annual leave shall be at least one (1) hour before the start of the tour of duty, and will state the reason for the requested leave and the expected duration.

Requests for annual leave shall be approved on a first received basis. But in the event two or more requests for the same period are received and staffing requirements prevent the granting of all such requests, when objective considerations are equal, the conflict shall be resolved on the basis of employee seniority as determined by D.C. Service computation data.

If an employee is unavoidably or necessarily absent for less than one hour, or tardy, the Agency, for adequate reason may excuse him or her without charge to leave. When an employee is charged with leave or placed on any type of non-pay status, the Agency may not require him or her to perform work for any part of the leave charged against his or her account or non-pay period.

At retirement, resignation or separation, employees shall receive a lump sum payment for all annual leave not used to offset debt to the Department.

## Section 2 – Sick Leave

Accrued sick leave shall be granted to employees incapacitated by illness from the performance of their duties. Employees shall request sick leave as soon as possible on the first day of sickness and shall inform his or her supervisor of the expected length of absence. If the incapacity lasts longer than estimated, the employee shall contact the supervisor and provide a revised estimate.

In the event of an unforeseen emergency, a family member may contact the employee's supervisor; however, the employee must make direct contact with his/her supervisor or the next higher level manager as soon as practical but no later than the employee's end of tour of duty.

Accrued sick leave shall be requested and approved in advance for visits to and/or appointments with doctors, dentists, practitioners, opticians, chiropractors, etc. and for the purpose of securing diagnostic examinations, treatments and x-rays.

If absent three (3) workdays or less, the employee shall be required to certify to his or her incapacity by initialing the time and attendance report or by signing the DCSF-71, application for leave. An absence in excess of three (3) workdays should be supported by a medical certificate the reverse of the DCSF-71, or similar statement. In the event that the illness was of a nature that medical treatment was not required, the employee's supervisor (or appropriate official) may accept a suitable statement signed by the employee in lieu of a medical certificate.

The Chief of Police may grant an employee leave without pay, up to one (1) year, in the event of serious illness. Any prior leave, D.C. or federal, counts toward the year.

#### Section 4 – Leave of Absences

Paternity leave shall be granted for a period of up to sixteen (16) weeks following the birth of a child, adoption and foster child and/or children. Such leave shall consist of annual leave and or compensatory time.

Maternity leave of absence shall be granted to pregnant employees who request same. The leave shall commence upon the date requested by the employee and may continue up to four (4) months. Employees must qualify for maternity leave under the Family Medical Leave Act. Maternity leave may be any combination of accumulated annual leave, sick leave, compensatory time or leave without pay at the employee's option. A pregnant employee shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons certified by a physician.

At the request of the employee, and pursuant to D.C. Official Code § 32-501 et seq., employees shall be entitled to up to sixteen (16) weeks of family and medical leave in accordance with the District of Columbia Family and Medical Leave Act (FMLA). Employees are also entitled to twelve (12) weeks of federal FMLA leave. An employee is not entitled to both types of leave in one year.

#### Section 3 - Family and Medical Leave

Permanent employees who have completed their probationary periods shall be eligible to request advance sick leave. An employee who has completed one (1) year of service shall be granted up to thirty (30) days of advance sick leave upon submission of medical certification and as allowed by departmental rules.

Where there is reason to believe that sick leave is being abused, the supervisor should notify the employee in writing that a medical certificate will be required for any future absence that is to be charged to sick leave, regardless of its duration. When it is determined that an absence is not properly chargeable to sick leave or annual leave, absence without leave shall be charged. Unapproved absences also may be made a basis for disciplinary action.

If, however the illness was of such a nature that medical treatment could not be obtained because of remoteness or location or other reason, the person responsible for approving leave may accept an appropriate statement signed by the employee in lieu of a medical certificate. The minimum charge for sick leave is one hour; additional charges are in multiples of one hour.

Employees shall be granted paid leave not to exceed four (4) hours on any one occasion for the purpose of donating blood, in accordance with D.C. personnel regulations.

**Section 5 – Leave for Blood Donation**

**ARTICLE 20  
TRAINING**

**Section 1 – Basic Training**

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with basic training or orientation for the safe and effective performance of his/her job. Such training shall be provided at the Employer's expense and, if possible, during the employee's regular workday. If the employee is required to participate in training outside of regular work hours, the employee will be compensated in accordance with the Compensation Units 1 and 2 Agreement.

**Section 2 – Reassignments and New Assignments**

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Employer will provide the training necessary to enable employees to perform all required duties. This training may be on the job training.

**Section 3 – Continued Training Opportunities**

Training and reimbursement for training will be governed by the Department's tuition reimbursement program.

**Section 4 – Career Training and Development**

The employer will attempt to publicize available training opportunities and courses for employee development and advancement, by posting advertisements on the Department's website and in the Department's Dispatch.

**Section 5 – Funding**

Where the agency, in its sole discretion, is unable to fund training, such decision will not be grievable or arbitrable.

**ARTICLE 21  
SAFETY AND HEALTH**

**Section 1**

The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage its members to work in a safe manner and to obey established safe practices and regulations.

**Section 2**

The Employer will take prompt and corrective action to correct any unsafe condition or act which is reported. No employee shall be required to continue to work where an immediate hazard to health and safety exist.

**Section 3**

Protective devices and other equipment necessary for the protection of employees from injury shall be provided by the Employer whenever such devices and equipment are necessary. Proper ventilation shall be provided and maintained where there may be danger from chemical fumes.

**Section 4**

The Department and the Union agree to establish a standing Joint Safety Committee which shall meet as necessary, upon mutual agreement, to review safety conditions; to discuss matters of mutual interest and benefit pertaining to safety; and to make recommendations for improvement of safety conditions to the Chief of Police.

**Section 5**

The Joint Safety Committee shall consist of not more than two (2) individuals appointed by the department and two (2) individuals appointed by the Union, who shall be selected annually to serve on the committee for a period of one year. The Union shall notify the Chief of Police in writing of the names and work locations of their appointees and the names and work locations of a designated alternate for each standing member.

**Section 6**

A summary report of the Committee's meeting(s) shall be submitted quarterly to the Chief of Police. If additional meetings are held, summary reports of those meetings shall also be submitted. The recommendations of the committee, including dissenting or additional recommendations by individual committee members, shall be submitted in writing to the Chief of Police subsequent to each meeting.

Each employee shall have the right to examine the contents of his/her personnel file and request copies of material in the file subject to D.C. Official Code § 1-631.05.

**Section 2**

The official personnel files of all personnel covered by this Agreement shall be maintained only in Human Services.

**Section 1**

**ARTICLE 22  
PERSONNEL FILES**

Disputes arising under this Article shall not be subject to the negotiated grievance procedure.

**Section 10**

If an employee in a position identified by the Chief of Police is injured in the performance of his or her duty, the Chief of Police shall have the discretion to identify a "light duty" detail for that employee, considering first any available positions within the employee's unit. The light duty detail shall be terminated as soon as the employee is medically able to return to his or her permanent assignment. The light duty detail may last no more than 90 days, except that the Chief of Police shall have the discretion to extend the detail, provided the prognosis is that the employee is not permanently disabled and will medically recover to the point of being able to return to his or her permanent assignment. The "light duty" detail shall not be to a position carrying additional compensation. Under no circumstances will the employee be considered "assigned" to the detailed, light duty position.

**Section 9**

The members of the Joint Safety Committee appointed by the Union shall be granted official time to attend meetings when they occur during the regular working hours of the employees. The Union shall notify the Department's Labor Relations Representative at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member.

**Section 8**

The Chief of Police shall, within twenty (20) days from receipt of the recommendations of the Committee, advise the Committee in writing of his decision on the recommendations submitted.

**Section 7**



**Section 3**

Each employee shall have the right to present information immediately germane to any information contained in his or her official personnel record and seek to have irrelevant, immaterial or untimely information removed from the record.

**Section 4**

Records of corrective actions or adverse action shall be removed from an employee's official file in accordance with the District Personnel Manual (DPM).

**Section 5**

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of the material as deemed necessary subject to the limitations of section 2 of this Article.

**Section 6**

Any material commending an employee shall be forwarded to Human Services to be placed in the Official Personnel File.

**Section 7**

The rights of employees pertaining to their Official Personnel Files shall be extended to apply to any employee's personnel file maintained by the Department.

**ARTICLE 23  
DISTRIBUTION OF CONTRACT**

The Employer agrees to print this Agreement utilizing its in house facilities and Union agrees to share its cost. The Local President will be provided with 600 copies for distribution to members.

**ARTICLE 24  
DISCIPLINE**

**Section 1**

Discipline shall be administered in a fair, equitable, consistent objective and nondiscriminatory manner. Disciplinary action shall not be taken in a manner that is retaliatory or constitutes harassment. Employees shall not be subject to restraints, interference, coercion or reprisals when participating in the disciplinary process.

The Employer agrees that adverse or disciplinary action will not be taken against an employee without cause. For the purpose of this Article, discipline shall include the following:

1. Corrective Action – official verbal counseling; official verbal warning; official reprimand or suspension of three (3) days or less.
2. Adverse Action – suspension of four days or more; reduction in grade or removal.

**Section 2**

Discipline shall be appropriate to the circumstances and shall be corrective rather than punitive in nature, and shall reflect the severity of the infraction. Discipline shall be administered to reflect the severity of infraction, consistent with the principles of progressive discipline. Progressive discipline does not require all discipline to start at the corrective level. Some infractions will support adverse action for the first offense.

In appropriate cases, consideration shall be given to correcting the problem through progressive discipline and the use of the employee assistance programs as provided under D.C. Official Code § 1-620.07.

**Section 3**

For purposes of disciplinary actions and penalties, days are defined as workdays (not including Saturdays, Sundays or legal holidays).

An employee's prior disciplinary record shall be considered in selecting the appropriate penalty. However, the following time limits on prior disciplinary actions shall apply when determining the appropriate discipline:

1. A reprimand or lesser penalty shall be considered a prior offense and may be cited only within two (2) years of the effective date of the reprimand, and only if it was not withdrawn earlier by the deciding official issuing the reprimand or by other competent authority.

2. A prior corrective or adverse action except reprimands or lesser penalties shall be considered a prior offense and may be cited only within three (3) years from the effective date of the action, and only if it was not withdrawn earlier by the deciding official issuing the action or by other competent authority.

#### Section 4

If a supervisor has reason to verbally admonish, reprimand or discipline an employee, it shall be done in private and in a manner that shall not embarrass the employee before other employees or the public.

#### Section 5

An employee, against whom corrective action is proposed, shall be provided with an advance written notice of ten (10) business days. The employee shall have ten (10) business days to respond in writing and/or in person to the corrective action proposal.

Any form of corrective action taken against an employee may be appealed through the grievance procedure, beginning at the appropriate step, to the Chief of Police and will not be subject to further appeal.

#### Section 6

An employee, against whom adverse action is proposed, shall be provided with an advance written notice of fifteen (15) calendar days. The employee shall have fifteen (15) calendar days to respond to the adverse action proposal.

If any disciplinary action results in a suspension without pay in excess of three (3) days, a reduction in grade, or a removal, the Union may on behalf of the employee appeal the final Agency action to arbitration as provided in Article 25.

If the Union declines to advance an appeal to arbitration, or at the election of an employee, an appeal may be made to the Office of Employee Appeals on those disciplinary actions that result in a suspension without pay for ten (10) days or more, a reduction in grade or a removal.

#### Section 7

The Employer agrees that the notice of proposal for corrective or adverse action will identify the causes and the reasons for the proposed action. The Employer agrees to notify the employee of his/her right to representation in corrective or adverse actions. The material upon which the proposed discipline is based shall be made available to the employee and/or his/her authorized representative for review. The employee and/or his/her authorized representative shall be entitled to receive copies of the material within a reasonable time.

Any information that cannot be disclosed to the employee and/or his/her representative shall not be used to support the proposed action.

**Section 8**

An employee shall be given four (4) hours of administrative leave to prepare for his/her defense against a proposal for suspension of four (4) or more days or removal. An employee shall be given two (2) hours of administrative leave to prepare for his/her defense against a proposal of suspension for three (3) days or less.

**Section 9**

A Commander/Director or his/her designee may attempt to resolve a suspension of ten (10) days or less after a conference with an affected employee and his Union representative (unless representation is voluntarily waived by the employee) without resorting to the steps outlined elsewhere in this Article. If discipline is recommended by an Administrative Board or by a Commander or Director other than the one to whom the employee is permanently assigned, the Conference shall be held with the Department Disciplinary Review Officer (DDRO). The employee, once notified and prior to the conference, may review the relevant investigative report. The following conditions apply to the conference:

1. The penalty does not exceed a fine or suspension of ten (10) days.
2. Transfer, reassignment, and nontraditional penalties including, but not limited to, community service, counseling, etc. are specifically permitted under this Section.
3. The affected employee voluntarily agrees to the penalty and waives all appeal rights after having been given an opportunity in the conference to present his/her side of the matter;
4. Any statements made in the conference (including proposed settlement) or actual agreement shall not be used by either party as evidence or precedent in that case or any other; except that the outcome of such a conference may be considered in the future for purposes of progressive discipline.
5. If an agreement is not reached between the affected employee and the Commander/Director (or designee), or the DDRO, where applicable, normal disciplinary procedures shall be followed in imposing any penalty.

**ARTICLE 25  
GRIEVANCE PROCEDURE**

**A. PURPOSE**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation,

The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto, but if not so waived must be strictly adhered to.

**Section 4**

A grievance not submitted by the employee within the time limits prescribed for each step of the procedure shall be considered satisfactorily settled on the basis of the last decision received by the employee which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step shall enable the employee to pursue the grievance at the next higher step of the procedure.

**Section 3**

A grievance shall not be accepted by the Department or recognized as a grievance under the terms of this Agreement unless it is presented by the Union and/or the employee to management at the oral Step of this procedure not later than ten (10) business days from the date of the occurrence giving rise to the grievance or within ten (10) business days of the employee's knowledge of its occurrence, or in the case of class grievances, by the Union not later than thirty (30) business days from the date of the occurrence giving rise to the grievance or within thirty (30) business days of the Union's knowledge of its occurrence at Step 2 of the procedure.

**Section 2**

1. If a grievance involves all the employees in the bargaining unit, the grievance may be filed by the Union as a class grievance directly at Step 2 of the grievance procedure. It is understood that grievances filed by the Union as class grievances will be processed only if the issue raised by the grievance is the same as to all employees involved.
2. If a grievance involves a group of employees within a district or division, the grievance may be filed by the Union on behalf of the group of employees or by the group of employees at the appropriate management level authorized to resolve the issue.

A grievance may be brought under this procedure by one or more aggrieved employees with or without Union representation.

**Section 1**

**B. PRESENTATION OF GRIEVANCES**

misapplication or misinterpretation of the terms of this Agreement shall constitute a grievance under the provisions of this grievance procedure.

C. PROCEDURAL STEPS

Informal Step

The aggrieved employee, with or without his Union representative, shall meet with the management official at the lowest level capable of resolving the grievance, who is not a member of the certified bargaining unit, and orally discuss the grievance. If the official lacks the authority to resolve the grievance, he/she shall refer the employee to the appropriate management official. The official shall make a decision and orally communicate this decision to the employee within three (3) business days from the initial presentation of the grievance.

Step 1

Section 1

If the grievance is not resolved informally, the employee shall submit a written grievance to his or her Manager, Commanding Officer or Division Chief within seven (7) business days following the informal response. The specific written grievance presented at Step 1 shall be used solely and exclusively as the basis for all subsequent steps. The employee shall be represented at Step 1 by his/her steward or Union representative. The written grievance at this step shall contain the following:

1. A statement of the specific provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
2. The manner in which the provision is purported to have been violated, misapplied or misinterpreted;
3. The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
4. The specific remedy or adjustment sought;
5. Authorization for the Union or other employee representative, if desired by the employee, to act as his/her representative in the grievance; and
6. The signature of the aggrieved employee or the Union representative, according to the category of the grievance.

If the grievance does not contain the required information, the grievant shall be notified and granted five (5) business days from the receipt of the notification to resubmit the grievance. Failure to resubmit the grievance as required within the five (5) business day period shall void the grievance.

**Section 2**

The employee's Manager, Commanding Officer or Division Chief shall respond in writing to this grievance within seven (7) business days of its receipt. The written response shall contain the following:

1. An affirmation or denial of the allegations upon which the grievance is based;

2. An analysis of the alleged violation of the agreement;

3. The remedy or adjustment, if any, to be made; and

4. The Signature of the appropriate management representative.

**Step 2**

1.

If the grievance is not resolved at Step 1, the employee shall submit a written grievance to the Chief of Police within seven (7) business days following receipt of the Manager, Commanding Officer or Division Chief's response. The written grievance filed at this step need not be signed by the employee. The Chief of Police, or his/her designee, shall respond in writing to the grievance within seven (7) business days of its receipt.

2.

Class grievance shall be submitted by the Union in writing at this step of the grievance as provided for in Part B, Section 1.1 of this Article and shall contain the following:

a. A statement of the specific provision(s) of the Agreement alleged to have been violated;

b. The manner in which the provision is purported to have been violated;

c. The date or dates on which the alleged violation occurred;

d. The specific remedy or adjustment sought;

e. A statement that the grievance involves all employees in the bargaining unit and that the issue or issues raised by the grievance are the same to all employees involved;

f. Signature of the President of Local R3-05;

g. The required information must be furnished in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance. If the grievance does not contain the required information, the President of Local R3-05 shall be

notified and granted five (5) business days from receipt of the notification to resubmit the grievance. Failure to resubmit the complaint as required within the five (5) day period shall void the grievance.

The Chief of Police, or his/her designee, shall respond in writing to the class grievance within twenty-one (21) business days of its receipt.

**D. GENERAL**

**Section 1**

The Department and the Union agree that every effort will first be made to settle the grievance within the Department and at the lowest possible level.

**Section 2**

The employees in the unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either breaches this provision, the right to invoke the provisions of this Article as to the incident involved shall be forfeited.

**Section 3**

The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of a grievance.

**Section 4**

The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

**Section 5**

If an employee is given a directive by a supervisory authority which he/she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his/her right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

**Section 6**

The presentation and discussion of grievances provided for in this Article shall be conducted at a



Submissions to arbitration shall be made within ten (10) business days from any attempt at conciliation.

**Section 4**

An attempt will be made to reach agreement on the issue or conciliate the matter. Should conciliation fail, each party shall submit its own statement of the issue to arbitration under the voluntary labor arbitration rules of the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties from a panel or panels submitted by the FMCS.

**Section 3**

Within thirty (30) days of the decision of the Chief of Police on a grievance, a disciplinary action or on a final Agency Action, the Union, on behalf of an employee, may advance the matter to arbitration.

**Section 2**

The parties agree that arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the grievance procedure and may be used by the Union to appeal certain disciplinary actions as outlined in Article 24.

**Section 1**

**E. ARBITRATION**

No recording device shall be utilized during any step of this procedure. No person shall be present at any step for the purpose of recording the discussion.

**Section 7**

time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. No witnesses shall be heard unless their relevancy to the case has been established. Such witnesses shall be present only for the time necessary for them to present personal testimony. When the presentation and discussion of grievances or hearings as provided for in this procedure are held during the normal working hours of the participants, all employees who are entitled to be present shall be excused with pay for that purpose. An employee scheduled to work shift work or weekends will have his/her hours changed to coincide with the time of the hearing.

1. The arbitrator was without authority or exceeded the jurisdiction granted; or
2. The award on its face is contrary to law and public policy; or
3. Was procured by fraud, collusion or other similar and unlawful means.

Either party may file an appeal from an arbitration award to the PERB, not later than twenty (20) days after the award is served for reasons which show that:

**Section 6**

1. The arbitrator shall hear and decide only one grievance or appeal in each case.
2. The parties to the grievance or appeal shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
3. The hearing on the grievance or appeal shall be informal and the rules of evidence shall not apply. The hearing shall not be open to the public or persons not immediately involved unless all parties to the same agree. All parties shall have the right at their own expense to legal and/or stenographic assistance at this hearing.
4. The arbitrator shall not have the power to add to, subtract from or modify the provision of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the precise issue submitted for arbitration.
5. Arbitration awards shall not be made retroactive beyond the date of occurrence of the event upon which the grievance or appeal is based.
6. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.
7. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and expense of the arbitrator shall be borne equally by both parties.

**Section 5**

The Employer shall avoid practices in detailing employees to a higher graded position that are indicative of pre-selection.

**Section 4**

Upon selection of an employee to a detailed position, the selecting official shall immediately prepare a DC Standard Form 52 (Request For Personnel Action).

**Section 3**

The Employer shall take measures to insure that an employee assigned or detailed to a higher graded position is not arbitrarily removed from the detail in order to avoid payment in accordance with section 1, above.

**Section 2**

An employee detailed or assigned to a position carrying additional compensation for more than 90 consecutive days shall receive the higher rate of pay beginning the first full pay period following the 90 day period.

**Section 1**

**ARTICLE 28  
DETAILS**

In the event an Article, Section or portion of the Agreement should be held invalid and unenforceable by any Court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE 27  
SAVINGS CLAUSE**

The Department shall make available to the Union in its Personnel Office any portion of the D.C. Personnel Manual that is not available on the District's web site. The Department shall furnish the Union with a copy of all department regulations.

**ARTICLE 26  
DISTRICT PERSONNEL MANUAL**

**ARTICLE 29  
DURATION AND FINALITY OF AGREEMENT**

**Section 1**

This Agreement shall remain in full force and effect until September 30, 2010, subject to the provisions of Section 1715 of the Merit Personnel Act. In the event there is a change in management or the transfer of a group or groups of functional elements to another DC Government Agency, this agreement will be honored by the new agency until a new agreement is negotiated.

**Section 2**

The parties acknowledge that this contract represents the complete Agreement arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.

**Section 3**

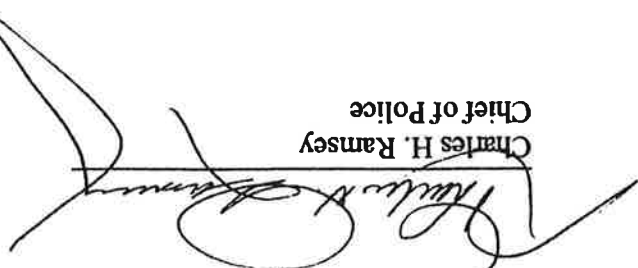
In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Mayor during the time of the emergency. The Chief of Police may suspend any provision of this contract when the Chief declares an emergency.

**Section 4**

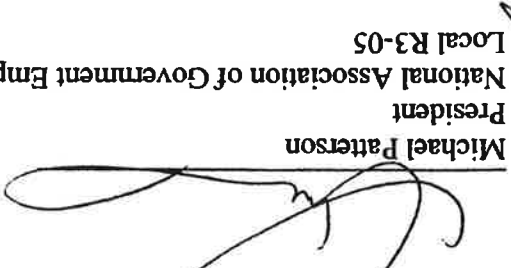
This Agreement shall remain in effect until September 30, 2010, from the date approved as provided in Section 1715 of the Act, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement one hundred and fifty (150) days prior to its anniversary date. In the event that either party requests modification of any article or part of any article, or the inclusion of additional provisions, only the related articles or part of the articles shall be affected and the unrelated articles and/or parts of articles shall continue in full force and effect.

On this 28<sup>TH</sup> day of DECEMBER 2006, and in witness thereof, the parties  
hereof have set their signatures.

Charles H. Ramsey  
Chief of Police



Michael Patterson  
President  
National Association of Government Employees  
Local R3-05



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## BUDGET ACTIVITIES (FEBRUARY 2016)

Meetings with CA, Deputy Mayors, Some Agency Directors & Budget Team re: Key Budget Asks		
Date:	Deputy Mayor (+ Agency Director if applicable):	Location:
Monday, February 8, 10:30 a.m. - 11:30 a.m.	Greater Economic Opportunity	OCA Suite 513
Tuesday, February 9, 11:00 a.m. - 12:00 p.m.	Education	OCA Suite 513
Tuesday, February 9, 3:00 p.m. - 4:00 p.m.	Health and Human Services (DHS & DDS)	OCA Suite 513
Thursday, February 11, 4:00 p.m. - 5:00 p.m.	Planning & Economic Development (DHCD)	OCA Suite 513
Friday, February 12, 11:00 a.m. - 12:00 p.m.	Public Safety & Justice & Gov Ops (OCP & DPW)	OCA Suite 513

Budget Engagement Forums		
Date:	Location:	
Thursday, February 25, 6:30 p.m. - 8:30 p.m.	Roosevelt Senior H.S. - 4301 13th Street NW	
Saturday, February 27, 1:00 p.m. - 3:00 p.m.	DOES - 4058 Minnesota Ave. NE	
Monday, February 29, 6:30 p.m. - 8:30 p.m.	MLK Library - 901 G Street NW	

Employee Telephone Town Hall w/ Mayor Bowser		
Date:	Location:	
Monday, February 29, 12:00 p.m. - 1:00 p.m.	N/A	

Cluster Roundtables w/ Mayor, CA, Deputy Mayors & Budget Team		
Date:	Cluster:	Location:
Thursday, February 25, 3:30 p.m. - 5:00 p.m.	TBD	Mayor's Conference Room 301
Friday, February 26, 1:30 p.m. - 3:00 p.m.	TBD	Mayor's Conference Room 301
Friday, February 26, 3:30 p.m. - 5:00 p.m.	TBD	Mayor's Conference Room 301
Monday, February 29, 2:00 p.m. - 3:30 p.m.	TBD	Mayor's Conference Room 301
Monday, February 29, 4:00 p.m. - 5:30 p.m.	TBD	Mayor's Conference Room 301
Tuesday, March 1, 2:30 p.m. - 4:00 p.m.	TBD	Mayor's Conference Room 301







**EXECUTIVE TEAM MEETING**

DATE: Wednesday, February 3, 2016  
LOCATION: Suite 513  
MEETING TIME: 9:30 a.m. – 11:00 a.m.

**I. MEETING PURPOSE**

- Convene a weekly check-in meeting of the Executive Team.

**II. MEETING PARTICIPANTS**

- City Administrator Rashad M. Young
- Chief of Staff John Falcicchio
- Senior Advisor Beverly Perry
- Deputy City Administrator Kevin Donahue
- Deputy Mayor for Health and Human Services Brenda Donald
- Deputy Mayor for Education Jennifer Niles
- Deputy Mayor for Planning and Economic Development Brian Kenner
- Deputy Mayor for Greater Economic Opportunity Courtney Snowden
- Director of Agency Operations Nelsie Birch
- Office of Budget and Finance Director Matt Brown
- Office of Budget and Finance Deputy Director Justin Constantino

**III. STAFF ATTENDEES**

- Special Assistant to the City Administrator Sean Garrick

**IV. DISCUSSION TOPICS**

- Policy Issues and Items for Decision Making
  - FY 2017 Budget Update (Brown / Constantino)
  - Front Burner Revamp Reminder (Birch)
  - Summer Plan (Niles)
- Legislative Agenda Update
- Information Exchange

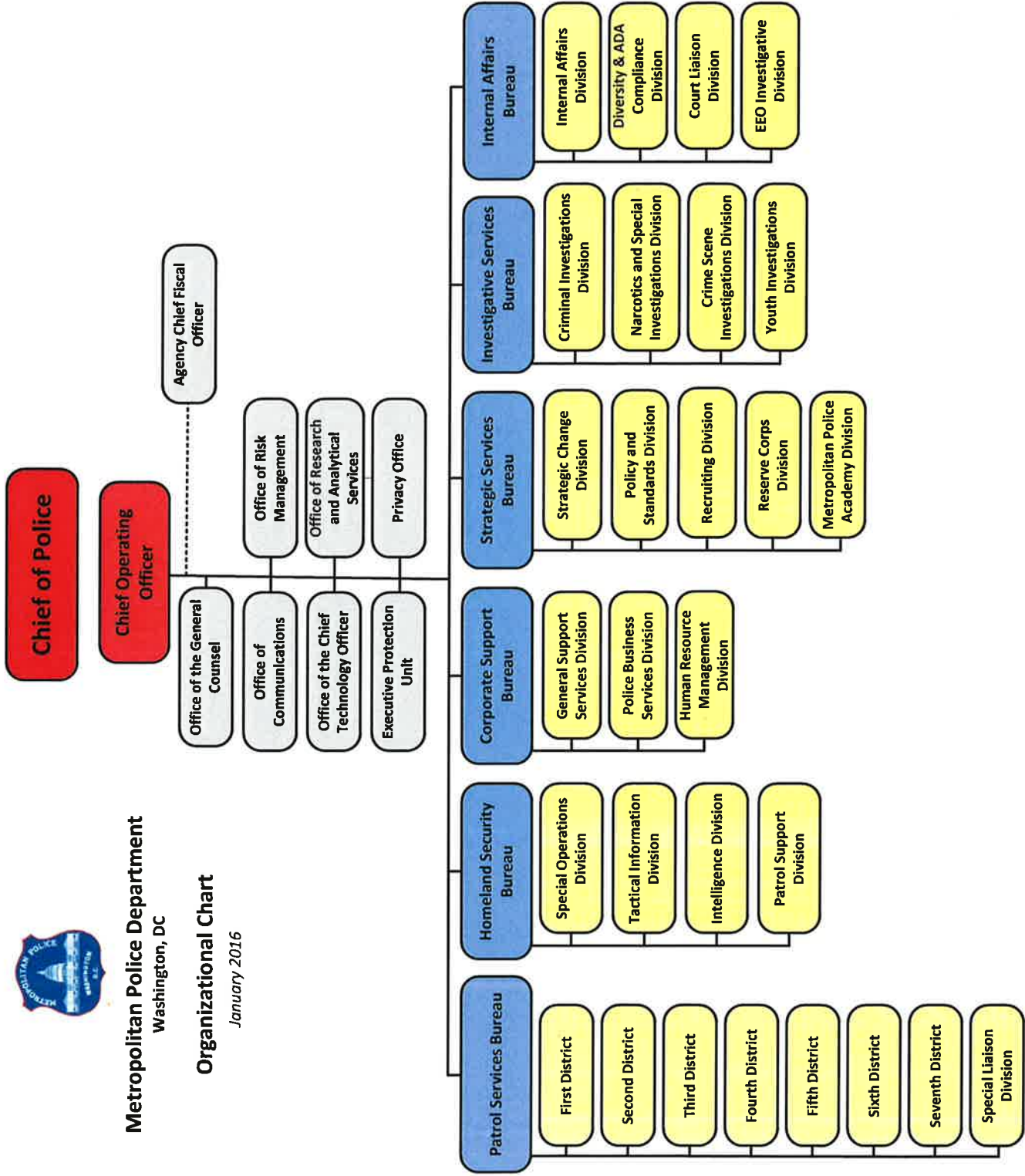




**Metropolitan Police Department**  
Washington, DC

**Organizational Chart**

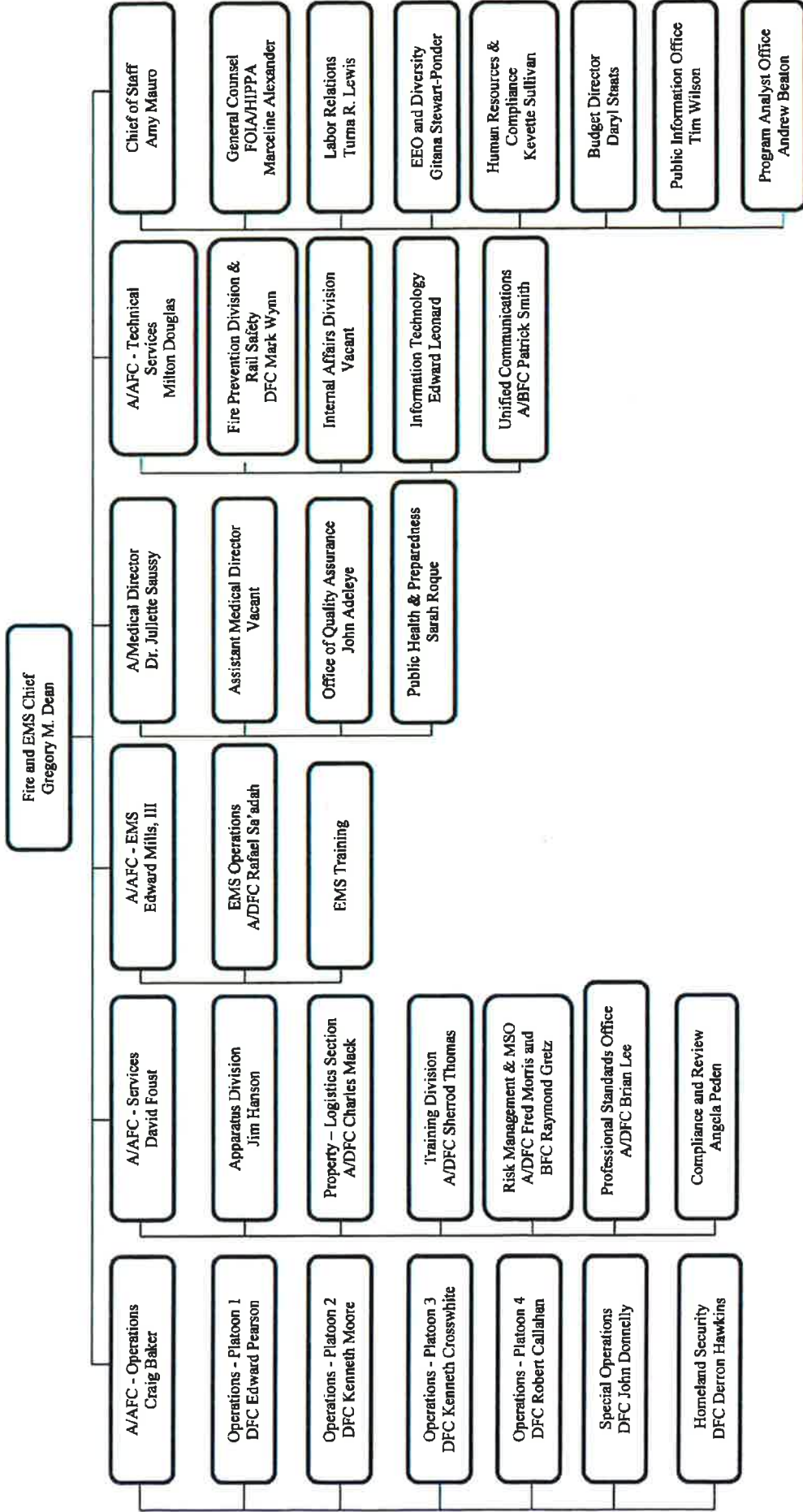
January 2016



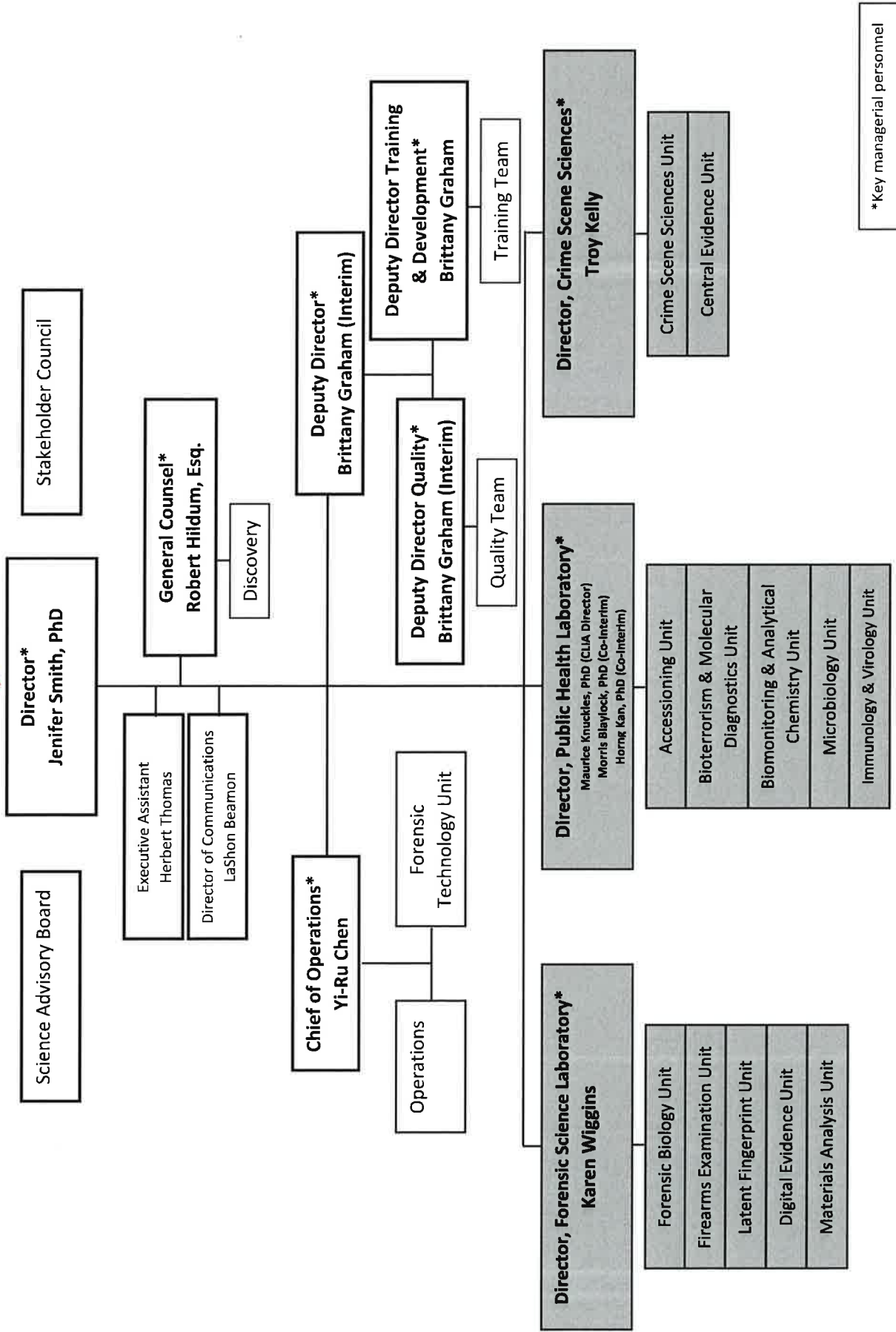




# DISTRICT OF COLUMBIA FIRE AND EMS DEPARTMENT ORGANIZATIONAL CHART





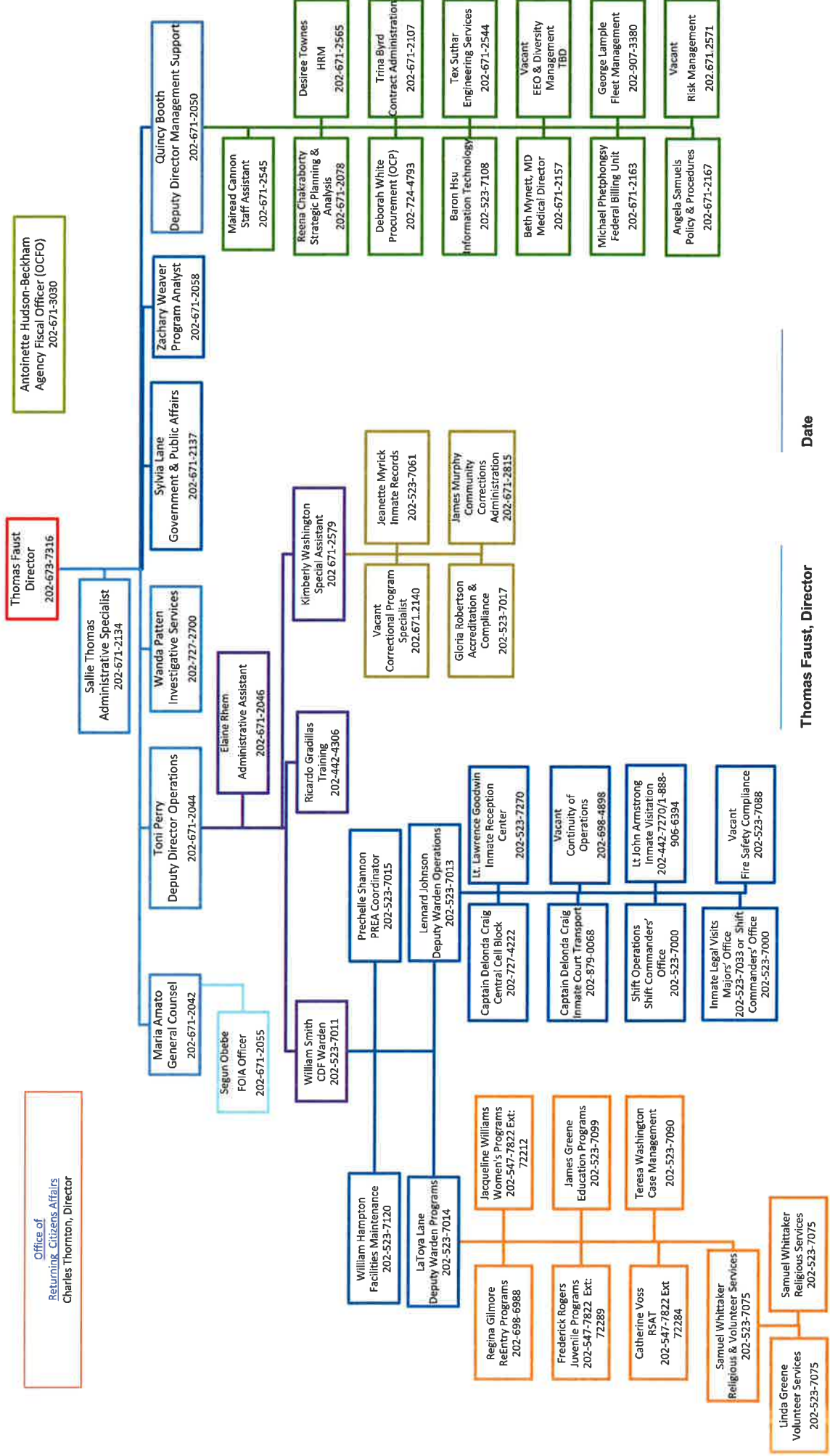


\*Key managerial personnel





DC Department of Corrections



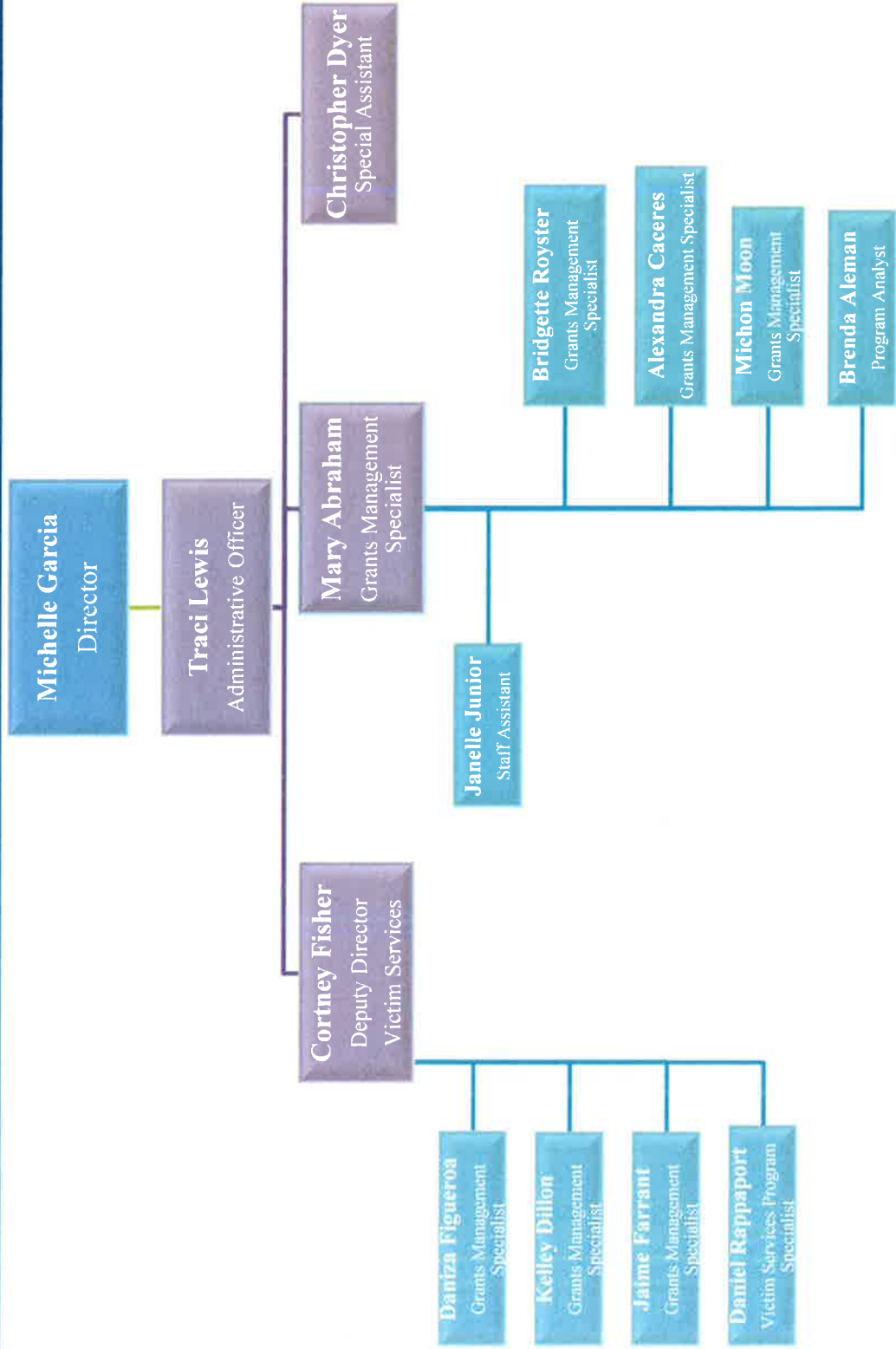
Date

Thomas Faust, Director



# EXECUTIVE OFFICE OF THE MAYOR OFFICE OF VICTIM SERVICES AND JUSTICE GRANTS ORGANIZATION CHART

1/4/2016







**D.C. OFFICE OF THE CHIEF MEDICAL EXAMINER**

Chief Medical Examiner  
Agency Fiscal Officer  
General Counsel  
Emergency Response & Safety Admin  
Executive Assistant

**FORENSIC TOXICOLOGY DIVISION**  
 Chief Toxicologist  
 Deputy Chief Toxicologist  
 Forensic Toxicologist (Breath Program Manager)  
 Forensic Toxicologist (QA/QC Manager)  
 Forensic Toxicologists (5)  
 Program Analysts (2)  
 Grant Funded Positions:  
 (a) Synthetic Drug Initiative (2)  
 (b) DUI (1)  
 (c) DFSA (2)

**DEATH INVESTIGATIONS & CERTIFICATION DIVISION**  
 Deputy Chief Medical Examiner

**Forensic Pathology Unit**  
 Medical Examiners (5)  
 Staff Assistant (2)

**Anthropology Unit**  
 Forensic Anthropologist  
 Customer Service Representative  
 Intake Assistants (5)

**Mitology Unit**  
 Medical Technologist

**Death Investigations Unit**  
 Supervisory Medical Investigator  
 Lead Medical Investigator  
 Medical Investigators (3)  
 Forensic Investigators (8)

**Mortuary Unit**  
 Supervisory Pathologist's Assistant  
 Lead Forensic Autopsy Assistant  
 Pathologist's Assistants (2)  
 Autopsy Assistants (3)  
 Forensic Photographers (2)  
 Mortuary Technicians (3)

**ADMINISTRATION DIVISION**  
 Chief of Staff  
 Executive Assistant

**Human Resources Unit**  
 Management Liaison Specialist

**Information Technology Unit**  
 IT Specialist (Program Manager)  
 IT Specialist (Customer Service)

**Contracts & Procurement Unit**  
 Management Services Officer  
 Program Analyst  
 Support Services Specialist

**Records Management Unit**  
 Sup. Quality Control/ Records Manager  
 Epidemiologist  
 Records Management Specialist (2)  
 Staff Assistant

**ORM Return to Work Position**  
**DOBS LEAP Program Position**

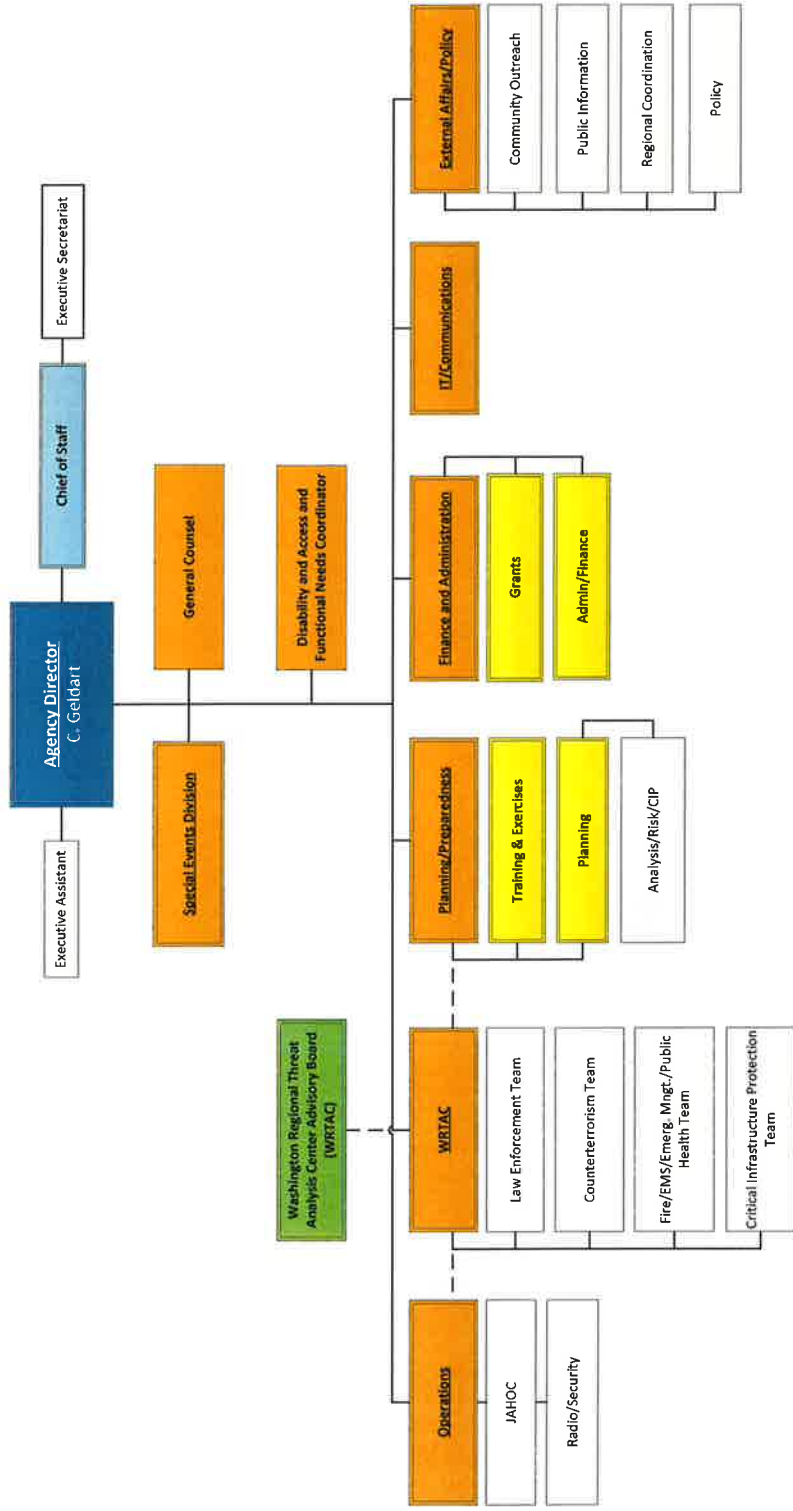
**FATALITY REVIEW DIVISION**  
 Supervisory Fatality Review Program Manager

- Child Fatality Review Committee
- Developmental Disabilities Fatality Review Committee
- Domestic Violence Fatality Review Board

Sr. Fatality Review Specialist  
 Nurse Consultant  
 Staff Assistant

**ORM Return to Work Position**  
**Capital City Fellow**



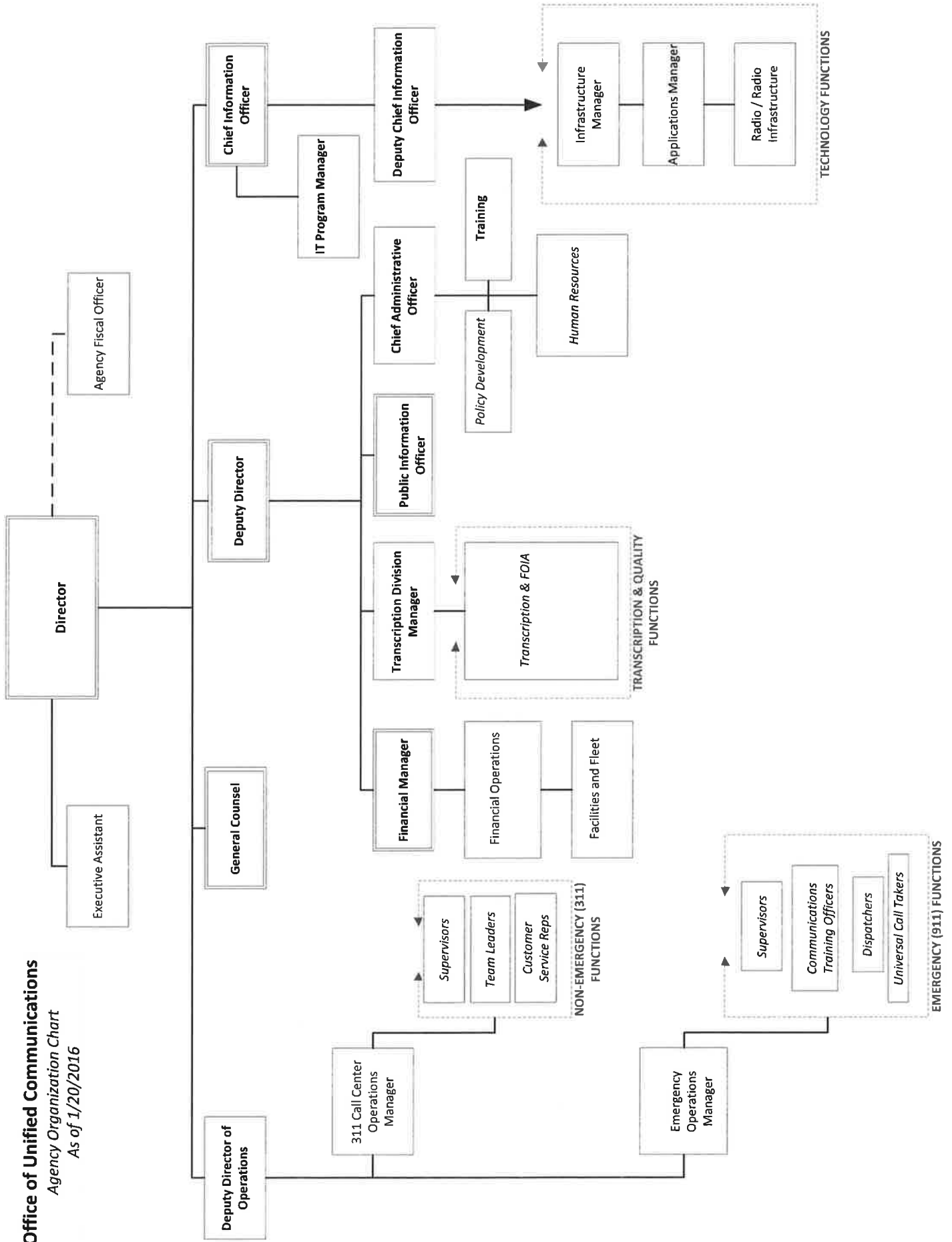


District of Columbia Homeland Security & Emergency Management Agency  
 Organization Chart  
 Version: Divisions ONLY  
 Last Updated: 11/26/13



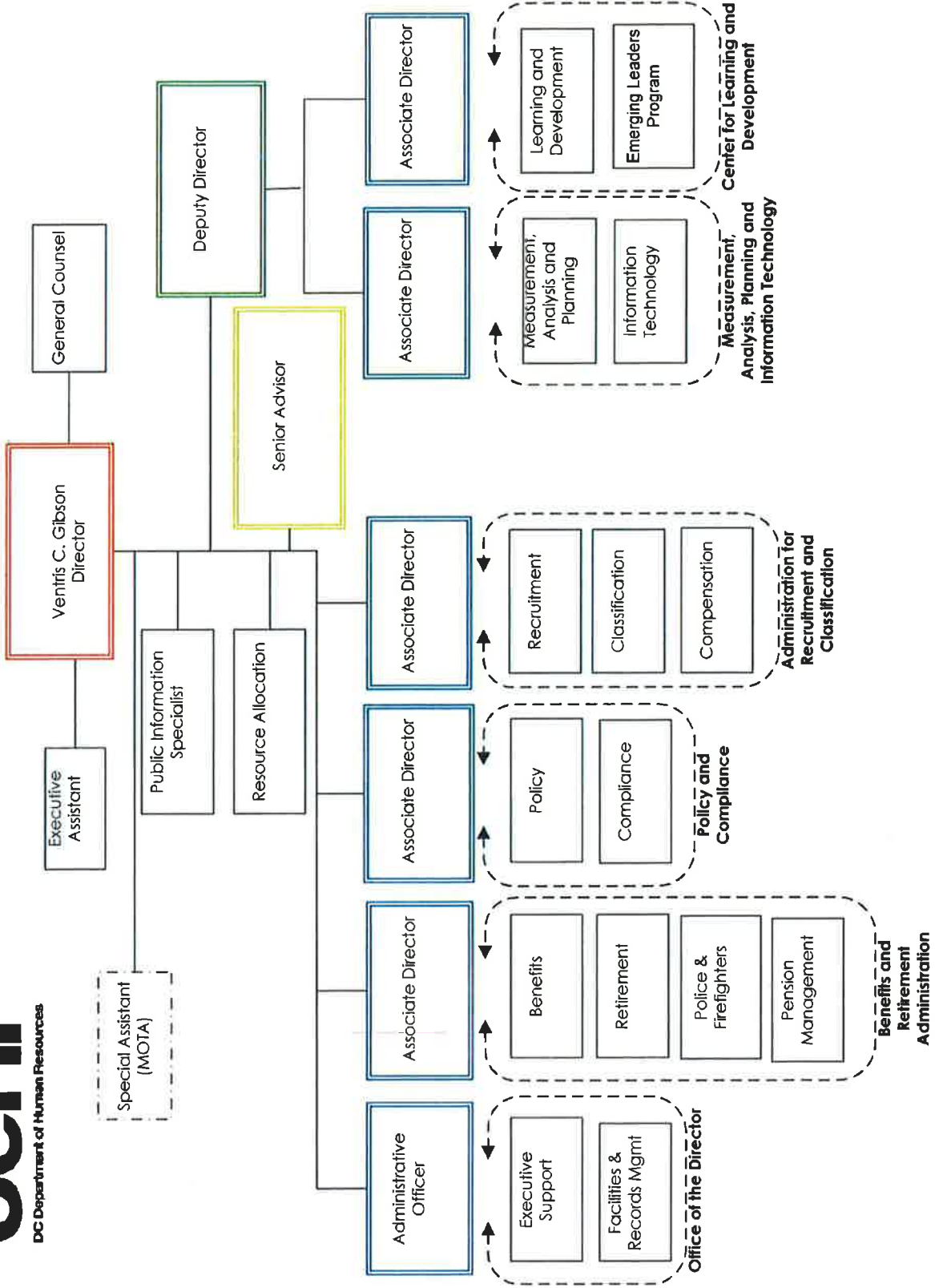


**Office of Unified Communications**  
 Agency Organization Chart  
 As of 1/20/2016





**AGENCY STRUCTURE**  
**dchr**  
 DC Department of Human Resources

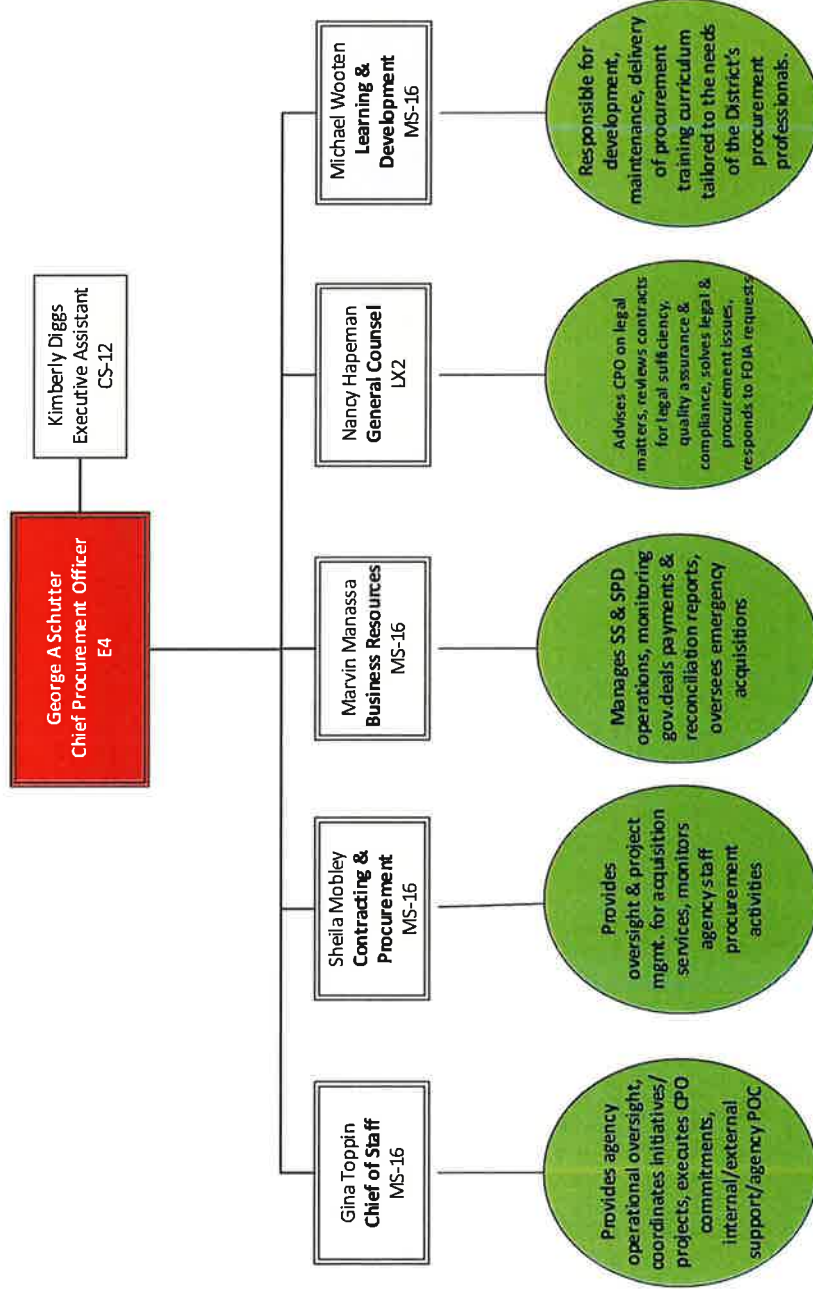




# Office of Contracting and Procurement

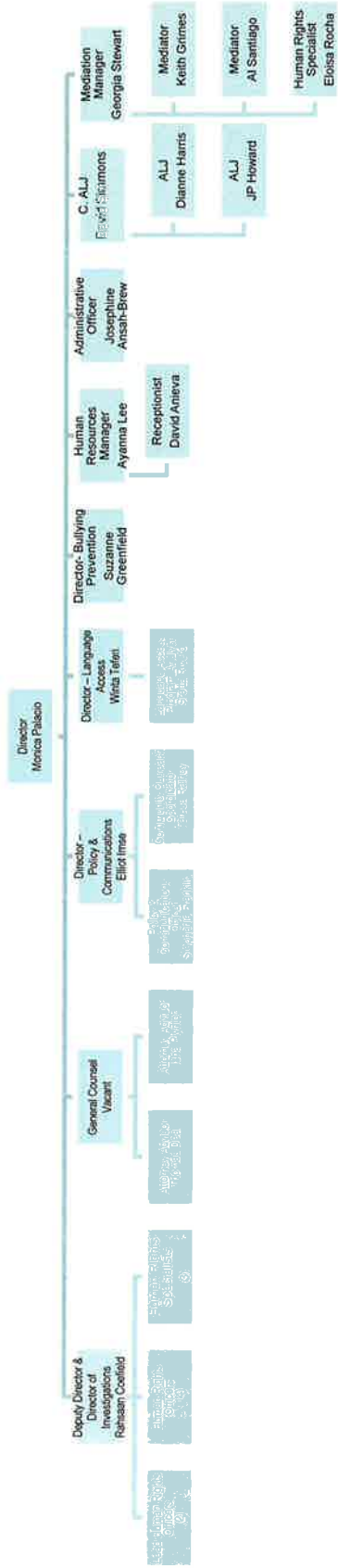
## EXECUTIVE MANAGEMENT

**Partners with vendors and District agencies to purchase quality goods and services in a timely manner and at a reasonable cost while ensuring that all purchasing actions are conducted fairly and impartially.**





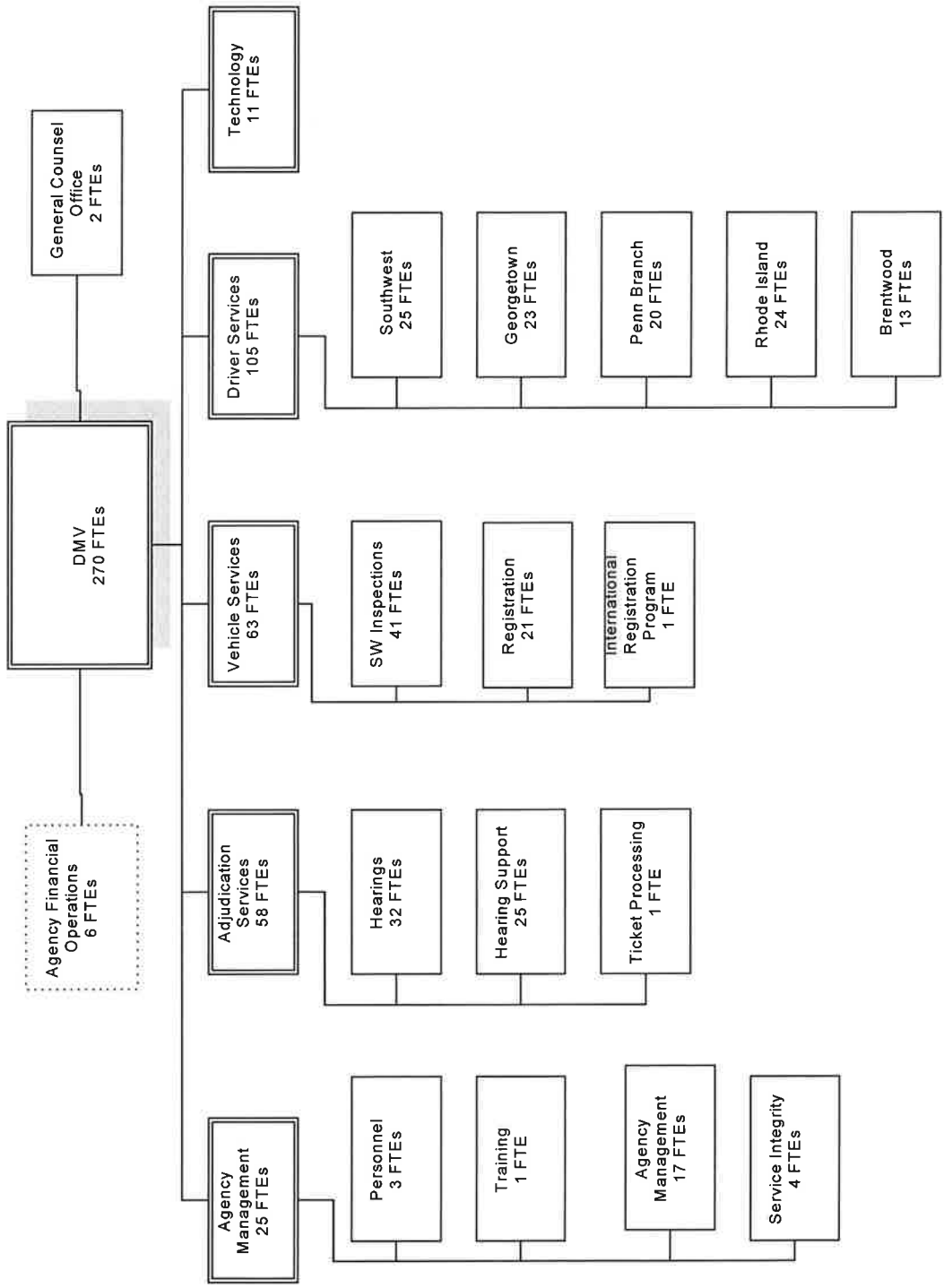
# DC Office of Human Rights







# FY16 Department of Motor Vehicles Organization Chart

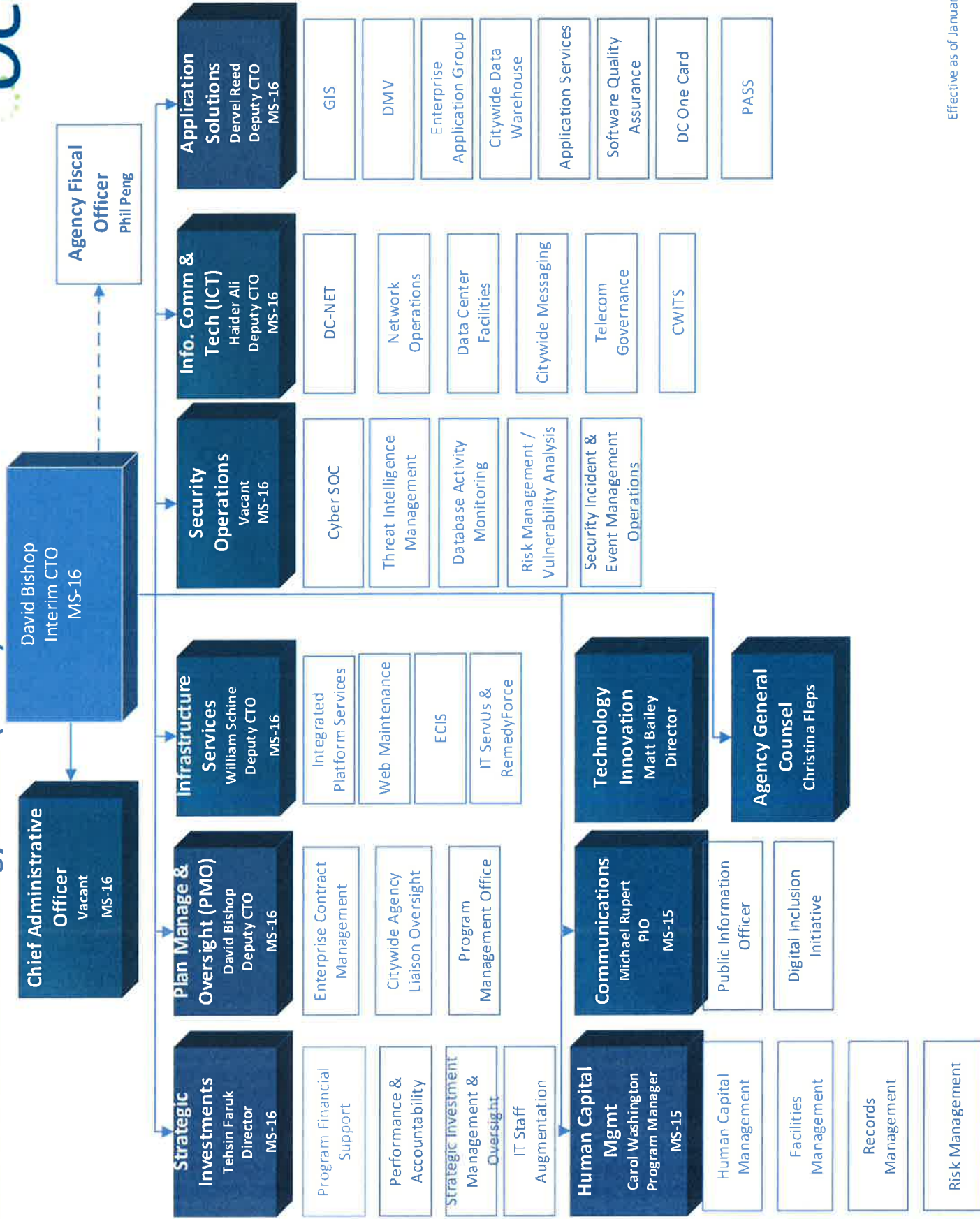


**270 Total FY 2016 FTEs**





# Office of the Chief Technology Officer (OCTO)

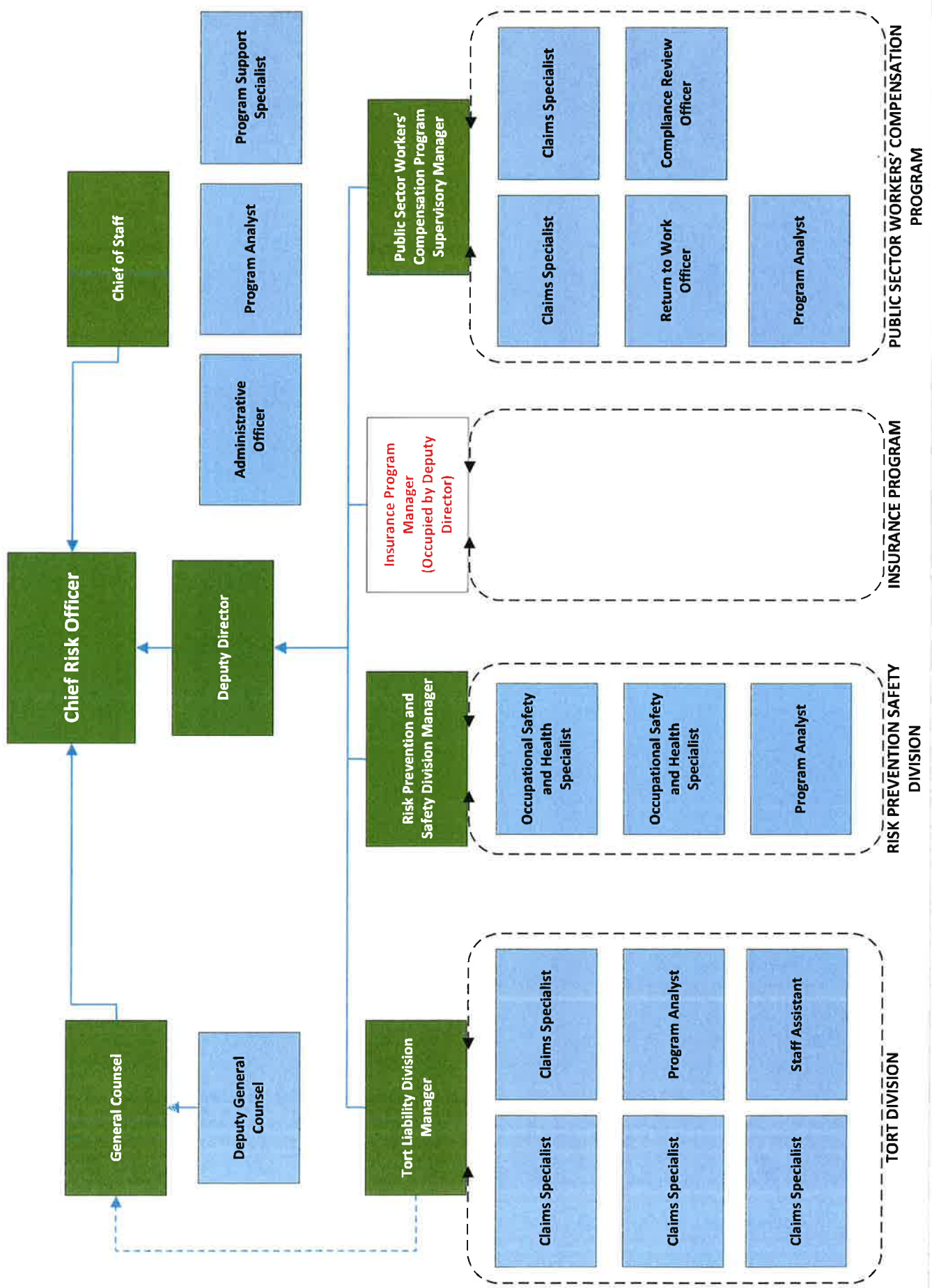






# OFFICE OF RISK MANAGEMENT

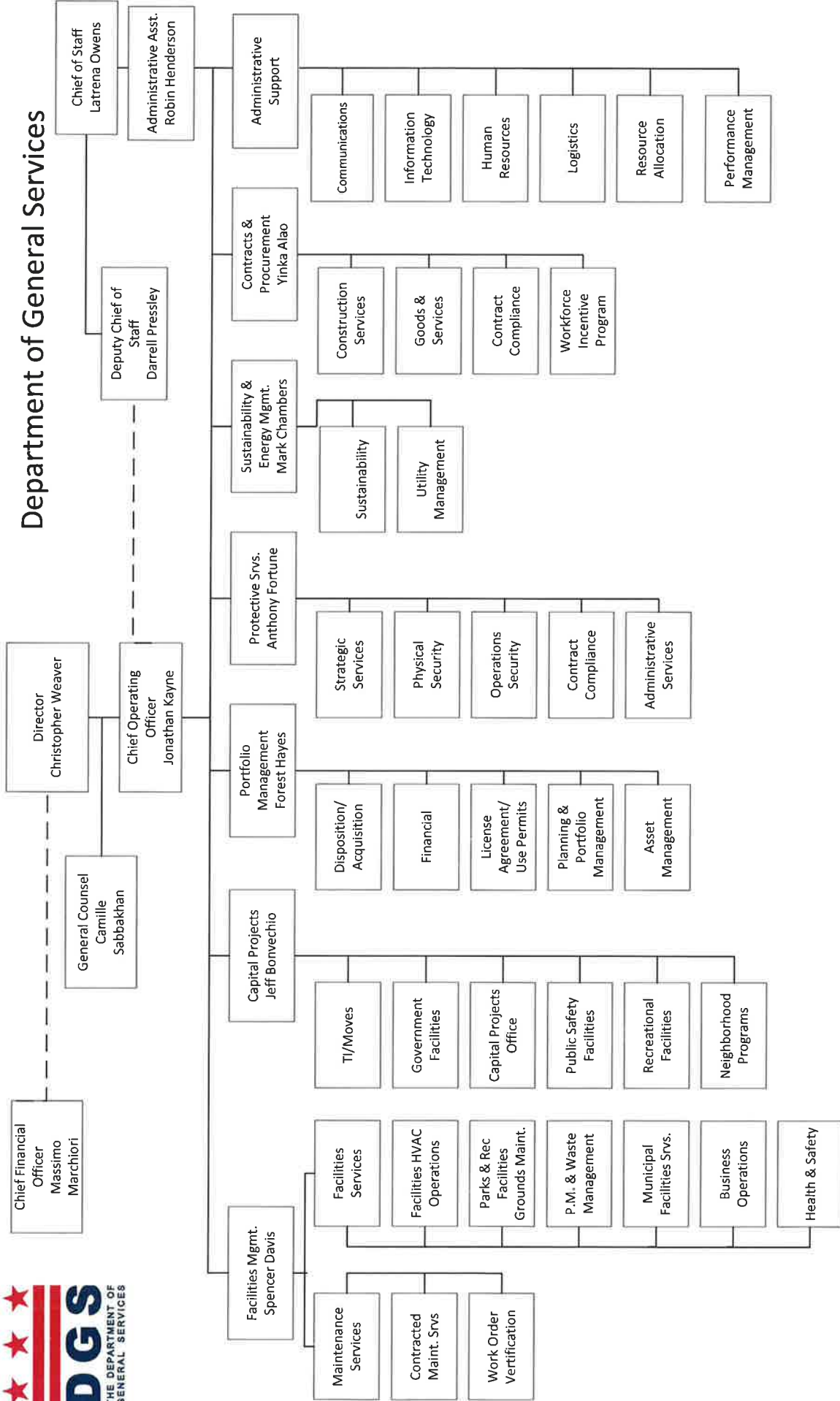
(Organizational Chart – As of January 2016)







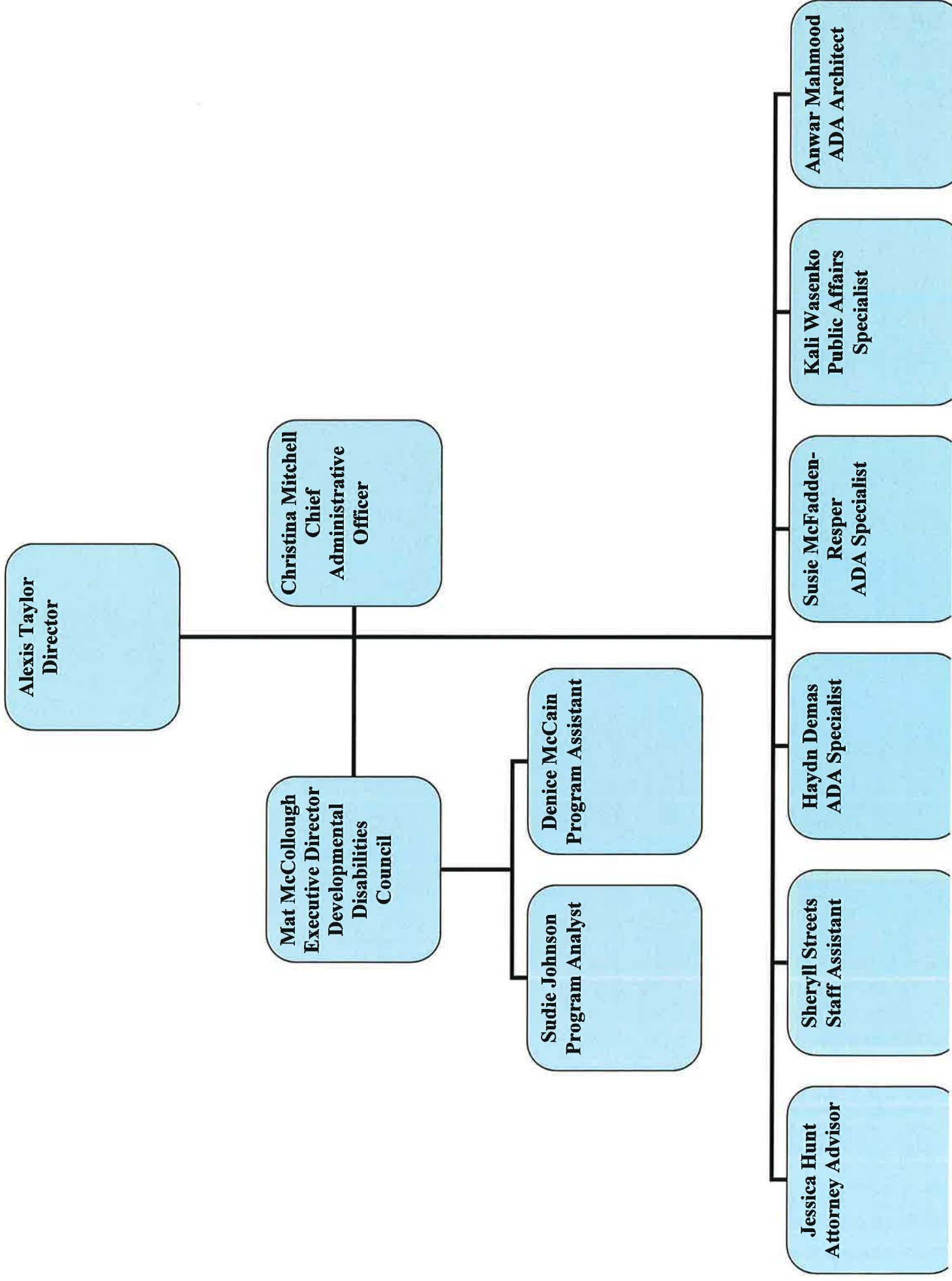
# Department of General Services







# Office of Disability Rights for the District of Columbia





# DC Department of Public Works

**Director**  
Christopher Shorter

**Deputy Director**  
Karla Kirby

**Agency Financial Operations**  
Perry Fitzpatrick

**Office of the General Counsel**  
Christine Davis

The Department of Public Works (DPW) operates through the following divisions:

