

195134097	08/29/2017	08/31/2017	Unknown	GALLAUDET UNIVERSITY C	202-651-5299, DC	8220	\$1,247.50	\$0.00	\$0.00
195568819	09/06/2017	09/07/2017	Unknown	GRADUATE SCHOOL REG	08887444723, DC	8299	\$999.00	\$0.00	\$0.00
196086751	09/13/2017	09/14/2017	Unknown	DTV*DIRECTV SERVICE	800-347-3288, CA	4899	\$262.96	\$0.00	\$0.00
196086752	09/12/2017	09/14/2017	Unknown	LANDOVER PRINTING CENT	LANDOVER, MD	7338	\$3,934.00	\$0.00	\$0.00
196086753	09/12/2017	09/14/2017	Unknown	GALLAUDET UNIVERSITY	202-651-5299, DC	8220	\$0.00	(\$500.00)	\$0.00
196453091	09/18/2017	09/19/2017	Unknown	SHRED-IT USA LLC	08666474733, IL	7399	\$432.00	\$0.00	\$0.00
196531638	09/18/2017	09/20/2017	Unknown	MARRIOTT ST.LOUISGRAND	ST LOUIS, MO	3509	\$0.00	(\$35.68)	\$0.00
196531639	09/18/2017	09/20/2017	Unknown	MARRIOTT ST.LOUISGRAND	ST LOUIS, MO	3509	\$0.00	(\$77.36)	\$0.00
196531640	09/18/2017	09/20/2017	Unknown	MARRIOTT ST.LOUISGRAND	ST LOUIS, MO	3509	\$0.00	(\$243.48)	\$0.00
196531641	09/20/2017	09/20/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$49.95	\$0.00	\$0.00
196531642	09/19/2017	09/20/2017	Unknown	CONTRACTOR RESOURCE	08885026191, CA	5942	\$510.05	\$0.00	\$0.00
196619176	09/20/2017	09/21/2017	Unknown	AMAZON MKTPLACE PMTS	AMZN.COM/BILL, WA	5942	\$165.96	\$0.00	\$0.00
197212086	09/28/2017	09/29/2017	Unknown	CREATIVE STRATEGIES	05024912900, KY	7392	\$358.00	\$0.00	\$20.27
<b>Totals for THOMAS, SALLIE</b>				<b>Total Transactions 148</b>			<b>\$93,592.19</b>	<b>(\$10,088.82)</b>	<b>\$120.82</b>
<b>Grand Totals</b>				<b>Total Transactions 710</b>			<b>\$474,304.20</b>	<b>(\$15,438.45)</b>	<b>\$665.46</b>

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Transaction Detail

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# Transaction Detail

## DCPCARD

Date/Time Printed: 02/12/2018 10:50:02 AM

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Selection Criteria: Post Date Is Between '10/1/2017' AND '1/31/2018'

Tran ID	Tran Date	Post Date	Purchase Method	Merchant	City, State	MCC	Debit Amount	Credit Amount	Tax
<b>BAKER, MICHELLE *****6211</b>									
197568579	10/04/2017	10/05/2017	Unknown	PAYPAL *NATIONALCEN	4029357733, CA	8398	\$225.00	\$0.00	\$0.00
197846310	10/05/2017	10/11/2017	Unknown	LANDOVER PRINTING CENT	LANDOVER, MD	7338	\$19.00	\$0.00	\$0.00
198136220	10/13/2017	10/16/2017	Unknown	SPECIALISTID.COM	8003806726, FL	5943	\$124.20	\$0.00	\$0.00
198136221	10/13/2017	10/16/2017	Unknown	NCCHC	773-8801460, IL	7399	\$495.00	\$0.00	\$0.00
198268428	10/16/2017	10/18/2017	Unknown	AMERICAN 00186975719840	BELLEVUE, WA	3001	\$180.20	\$0.00	\$0.00
198268429	10/16/2017	10/18/2017	Unknown	UNITED 01686975971553	800-932-2732, TX	3000	\$88.20	\$0.00	\$0.00
198427363	10/19/2017	10/20/2017	Unknown	CTC*CONSTANTCONTA CT.C	855-2295506, MA	5968	\$45.00	\$0.00	\$0.00
198575636	10/20/2017	10/23/2017	Unknown	S FREEDMAN AND SONS	301-386-7841, MD	5085	\$2,258.55	\$0.00	\$0.00
198575637	10/19/2017	10/23/2017	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$1,140.36	\$0.00	\$0.00
198575638	10/19/2017	10/23/2017	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$93.41	\$0.00	\$0.00
198709339	10/20/2017	10/25/2017	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$2,736.78	\$0.00	\$0.00
198872258	10/27/2017	10/27/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$55.75	\$0.00	\$0.00
198872259	10/27/2017	10/27/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$118.46	\$0.00	\$0.00
198872260	10/27/2017	10/27/2017	Unknown	READYREFRESH BY NESTLE	800-274-5282, CA	5999	\$80.64	\$0.00	\$0.00
198872261	10/26/2017	10/27/2017	Unknown	S FREEDMAN AND SONS	301-386-7841, MD	5085	\$0.00	(\$2,258.55)	\$0.00
199015988	10/26/2017	10/30/2017	Unknown	PARTY CITY	LANHAM, MD	5999	\$56.68	\$0.00	\$0.00
199140389	10/30/2017	11/01/2017	Unknown	PARTY CITY	LANHAM, MD	5999	\$35.88	\$0.00	\$0.00
199213509	11/01/2017	11/02/2017	Unknown	ART & FRAMING	WASHINGTON, DC	5999	\$147.00	\$0.00	\$0.00
199213510	11/01/2017	11/02/2017	Unknown	CHAMPION AWARDS	WASHINGTON, DC	5999	\$140.00	\$0.00	\$0.00

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199296158	11/02/2017	11/03/2017	Unknown	INT*IN *ERGOMETRICS AN	425-7745700, WA	7392	\$89.00	\$0.00	\$0.00
199296159	11/02/2017	11/03/2017	Unknown	CVS/PHARMACY #04546	WASHINGTON, DC	5912	\$7.99	\$0.00	\$0.00
199493138	11/06/2017	11/07/2017	Unknown	D AND D TIRE CO.	HYATTSVILLE, MD	5532	\$236.86	\$0.00	\$0.00
199744091	11/09/2017	11/10/2017	Unknown	INT*IN *ERGOMETRICS AN	425-7745700, WA	7392	\$75.00	\$0.00	\$0.00
199744092	11/08/2017	11/10/2017	Unknown	HYATT HOTELS CHICAGO	CHICAGO, IL	3640	\$934.44	\$0.00	\$0.00
199744093	11/09/2017	11/10/2017	Unknown	GRADUATE SCHOOL REG	08887444723, DC	8299	\$1,099.00	\$0.00	\$0.00
200263042	11/19/2017	11/20/2017	Unknown	CTC*CONSTANTCONTA CT.C	855-2295506, MA	5968	\$45.00	\$0.00	\$0.00
200461111	11/22/2017	11/24/2017	Unknown	CVS/PHARMACY #04546	WASHINGTON, DC	5912	\$69.90	\$0.00	\$0.00
200636664	11/29/2017	11/29/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$70.94	\$0.00	\$0.00
200636665	11/29/2017	11/29/2017	Unknown	READYREFRESH BY NESTLE	800-274-5282, CA	5999	\$171.80	\$0.00	\$0.00
200791822	11/29/2017	12/01/2017	Unknown	LANDOVER PRINTING CENT	LANDOVER, MD	7338	\$112.27	\$0.00	\$0.00
200791823	11/29/2017	12/01/2017	Unknown	LANDOVER PRINTING CENT	LANDOVER, MD	7338	\$48.20	\$0.00	\$0.00
200791824	11/29/2017	12/01/2017	Unknown	LANDOVER PRINTING CENT	LANDOVER, MD	7338	\$198.50	\$0.00	\$0.00
200894160	12/02/2017	12/04/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$118.46	\$0.00	\$0.00
200894161	12/01/2017	12/04/2017	Unknown	SOLARWINDS	866-530-8100, TX	5734	\$1,250.00	\$0.00	\$0.00
201846800	12/19/2017	12/20/2017	Unknown	CTC*CONSTANTCONTA CT.C	855-2295506, MA	5968	\$45.00	\$0.00	\$0.00
201955617	12/22/2017	12/22/2017	Unknown	COMCAST	800-COMCAST, MD	4899	\$70.94	\$0.00	\$0.00
201955618	12/21/2017	12/22/2017	Unknown	INT*IN *ERGOMETRICS AN	425-7745700, WA	7392	\$163.00	\$0.00	\$0.00
201955619	12/21/2017	12/22/2017	Unknown	TURNING TECHNOLOGIES	330-746-3015, OH	5045	\$2,000.00	\$0.00	\$0.00
202216242	12/22/2017	01/02/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$529.22	\$0.00	\$0.00
202318092	01/03/2018	01/04/2018	Unknown	INT*IN *ERGOMETRICS AN	425-7745700, WA	7392	\$107.00	\$0.00	\$0.00
202371810	01/04/2018	01/05/2018	Unknown	VOIANCE LLC	520-7459447, AZ	7399	\$121.80	\$0.00	\$6.09
202462136	12/29/2017	01/08/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$529.22	\$0.00	\$0.00

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202505864	01/05/2018	01/09/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$101.49	\$0.00	\$0.00
202563857	01/08/2018	01/10/2018	Unknown	LANDOVER PRINTING CENT	3017315991, MD	2741	\$515.30	\$0.00	\$0.00
202563858	01/08/2018	01/10/2018	Unknown	LANDOVER PRINTING CENT	3017315991, MD	2741	\$58.50	\$0.00	\$0.00
202563859	01/08/2018	01/10/2018	Unknown	LANDOVER PRINTING CENT	3017315991, MD	2741	\$73.50	\$0.00	\$0.00
202876903	01/17/2018	01/17/2018	Unknown	COMCAST	800-COMCAST, MD	4899	\$118.46	\$0.00	\$0.00
202932914	01/16/2018	01/18/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$0.00	(\$39.20)	\$0.00
202932915	01/16/2018	01/18/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$0.00	(\$39.20)	\$0.00
202960679	01/17/2018	01/19/2018	Unknown	PENSKE TRK LSG 042810	CAPITOL HGTS, MD	7513	\$0.00	(\$7.52)	\$0.00
203123384	01/19/2018	01/22/2018	Unknown	CTC*CONSTANTCONTA CT.C	855-2295506, MA	5968	\$45.00	\$0.00	\$0.00
203158454	01/21/2018	01/23/2018	Unknown	PARTY CITY	LANHAM, MD	5999	\$24.32	\$0.00	\$0.00
203215307	01/24/2018	01/24/2018	Unknown	READYREFRESH BY NESTLE	800-274-5282, CA	5999	\$381.01	\$0.00	\$0.00
203284578	01/22/2018	01/25/2018	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$1,150.00	\$0.00	\$0.00
203284579	01/24/2018	01/25/2018	Unknown	VOIANCE LLC	520-7459447, AZ	7399	\$572.96	\$0.00	\$28.65
203533450	01/29/2018	01/30/2018	Unknown	AMAZON.COM	AMZN.COM/BILL, WA	5942	\$41.20	\$0.00	\$0.00
203533451	01/29/2018	01/30/2018	Unknown	INT*IN *ERGOMETRICS AN	425-7745700, WA	7392	\$26.04	\$0.00	\$0.00

**Totals for BAKER, MICHELLE**

**Total Transactions 57**

**\$19,241.43**

**(\$2,344.47)**

**\$34.74**

**BOYD, GWENDOLYN \*\*\*\*\*0679**

198264534	10/17/2017	10/18/2017	Unknown	OVERHEAD DOOR CO OF WA	301-9371800, MD	1799	\$389.69	\$0.00	\$0.00
199136455	10/31/2017	11/01/2017	Unknown	INT*IN *ENVIRONMENTAL	410-2244304, MD	8734	\$298.00	\$0.00	\$0.00
199209444	11/01/2017	11/02/2017	Unknown	VIRGINIA PUMP CO INC	ALEXANDRIA, VA	1711	\$282.00	\$0.00	\$0.00
199209445	11/01/2017	11/02/2017	Unknown	WW GRAINGER	877-2022594, IL	5085	\$264.01	\$0.00	\$0.00
199291241	11/01/2017	11/03/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$228.31	\$0.00	\$0.00

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199421765	11/03/2017	11/06/2017	Unknown	SENECA BALANCE OF MD	04106651281, MD	1520	\$950.00	\$0.00	\$0.00
199421766	11/03/2017	11/06/2017	Unknown	POSNER INDUSTRIES CAPI	CAPITOL HEIGH, MD	5251	\$319.53	\$0.00	\$0.00
199421767	11/03/2017	11/06/2017	Unknown	ROBERTS OXYGEN CO BR 0	ROCKVILLE, MD	5085	\$106.21	\$0.00	\$0.00
199421768	11/03/2017	11/06/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$29.23	\$0.00	\$0.00
199576713	11/07/2017	11/08/2017	Unknown	INT*IN *BRUNER DETENTI	540-9084739, VA	7299	\$775.00	\$0.00	\$0.00
199739283	11/09/2017	11/10/2017	Unknown	BLAYDES LOCK CO INC	WASHINGTON, DC	7399	\$82.26	\$0.00	\$0.00
199844445	11/09/2017	11/13/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$104.09	\$0.00	\$0.00
199844446	11/10/2017	11/13/2017	Unknown	DOEE-HAZARD WASTE BRAN	02026712300, DC	9399	\$390.00	\$0.00	\$0.00
199970209	11/14/2017	11/15/2017	Unknown	WW GRAINGER	877-2022594, IL	5085	\$777.43	\$0.00	\$0.00
199970210	11/14/2017	11/15/2017	Unknown	VIRGINIA PUMP CO INC	ALEXANDRIA, VA	1711	\$360.00	\$0.00	\$0.00
200367199	11/21/2017	11/22/2017	Unknown	THE UPS STORE 2092	WASHINGTON, DC	7399	\$275.34	\$0.00	\$0.00
200367200	11/21/2017	11/22/2017	Unknown	ROBERTS OXYGEN CO BR 0	ROCKVILLE, MD	5085	\$120.15	\$0.00	\$0.00
200455511	11/21/2017	11/24/2017	Unknown	S ALBERT GLASS CO INC	BELTSVILLE, MD	5231	\$1,205.95	\$0.00	\$0.00
200455512	11/21/2017	11/24/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$147.54	\$0.00	\$0.00
200455513	11/22/2017	11/24/2017	Unknown	J P	301-5958900, MD	1711	\$1,850.00	\$0.00	\$0.00
200455514	11/21/2017	11/24/2017	Unknown	BLAYDES LOCK CO INC	WASHINGTON, DC	7399	\$146.95	\$0.00	\$0.00
200517190	11/24/2017	11/27/2017	Unknown	INT*IN *GENERAL MERCHA	202-8328666, DC	5231	\$1,348.00	\$0.00	\$0.00
200632768	11/28/2017	11/29/2017	Unknown	INT*IN *BRUNER DETENTI	540-9084739, VA	7299	\$825.00	\$0.00	\$0.00
200632769	11/28/2017	11/29/2017	Unknown	ATLANTIC ELECTRIC SUPP	202-5261300, DC	5065	\$2,250.00	\$0.00	\$0.00
200704225	11/29/2017	11/30/2017	Unknown	ATLANTIC ELECTRIC SUPP	202-5261300, DC	5065	\$845.00	\$0.00	\$0.00
200944481	12/04/2017	12/05/2017	Unknown	ATLANTIC ELECTRIC SUPP	202-5261300, DC	5065	\$845.00	\$0.00	\$0.00
201085935	12/05/2017	12/07/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$20.30	\$0.00	\$0.00

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201085936	12/06/2017	12/07/2017	Unknown	SHERWIN WILLIAMS 70337	DIST COLUMBIA, DC	5231	\$2,244.20	\$0.00	\$0.00
201357135	12/08/2017	12/11/2017	Unknown	WW GRAINGER	877-2022594, IL	5085	\$1,218.67	\$0.00	\$0.00
201424664	12/11/2017	12/12/2017	Unknown	INT*IN *GENERAL MERCHA	202-8328666, DC	5231	\$2,467.00	\$0.00	\$0.00
201424665	12/12/2017	12/12/2017	Unknown	ULINE *SHIP SUPPLIES	800-295-5510, WI	5964	\$468.06	\$0.00	\$0.00
201424666	12/11/2017	12/12/2017	Unknown	J P	301-5958900, MD	1711	\$1,126.77	\$0.00	\$0.00
201844946	12/18/2017	12/20/2017	Unknown	ARGYLE SECURITY GROUP	SAN ANTONIO, TX	1731	\$325.00	\$0.00	\$0.00
201953767	12/21/2017	12/22/2017	Unknown	BLAYDES LOCK CO INC	WASHINGTON, DC	7399	\$133.56	\$0.00	\$0.00
202038762	12/24/2017	12/26/2017	Unknown	THE HOME DEPOT 2583	WASHINGTON, DC	5200	\$0.00	(\$38.60)	\$0.00
202038763	12/21/2017	12/26/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$517.06	\$0.00	\$0.00
202038764	12/23/2017	12/26/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$175.00	\$0.00	\$0.00
202038765	12/23/2017	12/26/2017	Unknown	SHERWIN WILLIAMS 70337	DIST COLUMBIA, DC	5231	\$405.04	\$0.00	\$0.00
202103850	12/28/2017	12/28/2017	Unknown	ULINE *SHIP SUPPLIES	800-295-5510, WI	5964	\$593.40	\$0.00	\$0.00
202140964	12/27/2017	12/29/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$908.20	\$0.00	\$0.00
202140965	12/28/2017	12/29/2017	Unknown	WW GRAINGER	877-2022594, IL	5085	\$3,606.84	\$0.00	\$0.00
202140966	12/28/2017	12/29/2017	Unknown	INTERSTATE BATTERY SYS	703-3390707, VA	5533	\$93.95	\$0.00	\$0.00
202504496	01/08/2018	01/09/2018	Unknown	FERGUSON ENT #32	08448723857, DC	5074	\$302.24	\$0.00	\$0.00
202561905	01/08/2018	01/10/2018	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$36.60	\$0.00	\$0.00
202623094	01/02/2018	01/11/2018	Unknown	WW GRAINGER	LAKE FOREST, IL	5085	\$0.00	(\$3,606.84)	\$0.00
202623095	01/09/2018	01/11/2018	Unknown	THE HOME DEPOT 2583	WASHINGTON, DC	5200	\$369.93	\$0.00	\$0.00
202692470	01/10/2018	01/12/2018	Unknown	MELENEY EQUIPMENT INC	JESSUP, MD	1711	\$4,998.00	\$0.00	\$0.00
202801057	01/12/2018	01/15/2018	Unknown	CORRECTIONS PRODUCTS C	210-8297951, TX	5072	\$970.00	\$0.00	\$0.00
202801058	01/12/2018	01/15/2018	Unknown	WW GRAINGER	877-2022594, IL	5085	\$3,477.37	\$0.00	\$0.00
202801059	01/13/2018	01/15/2018	Unknown	THE HOME DEPOT 2583	WASHINGTON, DC	5200	\$300.32	\$0.00	\$0.00

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202875421	01/15/2018	01/17/2018	Unknown	CUMMINSWGNR	4107924230, MD	5085	\$1,884.50	\$0.00	\$0.00
202930925	01/16/2018	01/18/2018	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$0.00	(\$166.18)	\$0.00
203213181	01/23/2018	01/24/2018	Unknown	WW GRAINGER	877-2022594, IL	5085	\$1,328.38	\$0.00	\$0.00
203280511	01/24/2018	01/25/2018	Unknown	WW GRAINGER	877-2022594, IL	5085	\$131.94	\$0.00	\$0.00
203531910	01/29/2018	01/30/2018	Unknown	LOWES #03256*	WASHINGTON, DC	5200	\$1,477.63	\$0.00	\$0.00
203594587	01/29/2018	01/31/2018	Unknown	THE HOME DEPOT 2583	WASHINGTON, DC	5200	\$348.26	\$0.00	\$0.00

**Totals for BOYD, GWENDOLYN**

**Total Transactions 56**

**\$45,142.91**

**(\$3,811.62)**

**\$0.00**

**POWELL, GENESTER \*\*\*\*\*6322**

197548359	10/04/2017	10/05/2017	Unknown	MVS INC	02027227981, DC	7399	\$276.04	\$0.00	\$0.00
197716930	10/06/2017	10/09/2017	Unknown	LOWES #01122*	NEW CARROLLTO, MD	5200	\$0.00	(\$799.99)	\$0.00
197830437	10/10/2017	10/11/2017	Unknown	SIGNS BY TOMORROW	VIENNA, VA	5099	\$250.41	\$0.00	\$0.00
197895173	10/06/2017	10/12/2017	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$125.97	\$0.00	\$0.00
197895174	10/11/2017	10/12/2017	Unknown	SHERWIN WILLIAMS	DIST COLUMBIA, DC 70337	5231	\$772.28	\$0.00	\$0.00
197974548	10/11/2017	10/13/2017	Unknown	TV ARMOR LLC	JACKSON, NJ	5732	\$425.29	\$0.00	\$0.00
197974549	10/11/2017	10/13/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$88.41	\$0.00	\$0.00
198242929	10/17/2017	10/18/2017	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$1,427.90	\$0.00	\$0.00
198242930	10/17/2017	10/18/2017	Unknown	THE HAMILTON GROUP	02026894304, DC	5111	\$176.00	\$0.00	\$0.00
198397159	10/19/2017	10/20/2017	Unknown	SIGNS BY TOMORROW	VIENNA, VA	5099	\$262.59	\$0.00	\$0.00
198614349	10/23/2017	10/24/2017	Unknown	THESTAMPMAKER	8884517300, MI	5943	\$39.45	\$0.00	\$0.00
198614350	10/23/2017	10/24/2017	Unknown	WW GRAINGER	877-2022594, IL	5085	\$466.35	\$0.00	\$0.00
198682240	10/24/2017	10/25/2017	Unknown	MVS INC	02027227981, DC	7399	\$308.34	\$0.00	\$0.00
198841895	10/26/2017	10/27/2017	Unknown	S FREEDMAN AND SONS	301-386-7841, MD	5085	\$2,258.55	\$0.00	\$0.00
199115399	10/31/2017	11/01/2017	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$471.79	\$0.00	\$0.00
199115400	10/31/2017	11/01/2017	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$1,339.00	\$0.00	\$0.00
199187497	11/01/2017	11/02/2017	Unknown	ELITE K9 INC 2	BOAZ, KY	5995	\$3,287.03	\$0.00	\$0.00

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Transaction Detail

199266269	11/01/2017	11/03/2017	Unknown	ECOTENSIL, INC	CORTE MADERA, CA	5719	\$415.20	\$0.00	\$0.00
199383500	11/03/2017	11/06/2017	Unknown	THE HAMILTON GROUP	02026894304, DC	5111	\$1,125.00	\$0.00	\$0.00
199383501	11/03/2017	11/06/2017	Unknown	INTUIT *IN *PLEVA, INC	410-7575395, MD	7393	\$307.60	\$0.00	\$0.00
199547520	11/07/2017	11/08/2017	Unknown	THE GUN SHOP	609-8591997, PA	5941	\$4,759.86	\$0.00	\$0.00
199812217	11/08/2017	11/13/2017	Unknown	STANDARD OFFICE SUPPLY	DROSE@MDMSTAN, DC	5046	\$335.17	\$0.00	\$0.00
199886583	11/13/2017	11/14/2017	Unknown	TIMEKEEPING SYSTEMS IN	216-5951027, OH	5065	\$2,530.60	\$0.00	\$0.00
199948464	11/14/2017	11/15/2017	Unknown	AMERICAN CORRECTIONAL	800-222-5646, VA	8699	\$653.00	\$0.00	\$0.00
200551807	11/27/2017	11/28/2017	Unknown	MVS INC	02027227981, DC	7399	\$1,525.90	\$0.00	\$0.00
200611709	11/27/2017	11/29/2017	Unknown	BLUE OCTOPUS	ALEXANDRIA, VA	5941	\$23.90	\$0.00	\$0.00
200611710	11/28/2017	11/29/2017	Unknown	CHEWY.COM	800-6724399, FL	5995	\$327.92	\$0.00	\$0.00
200761022	11/30/2017	12/01/2017	Unknown	INT*IN *PINNACLE TECHN	864-2332433, SC	7379	\$1,186.37	\$0.00	\$0.00
200858430	12/01/2017	12/04/2017	Unknown	INTUIT *IN *PLEVA, INC	410-7575395, MD	7393	\$457.00	\$0.00	\$0.00
200858431	11/30/2017	12/04/2017	Unknown	FLY MOTOR SPORTS	877-430-0083, TX	5941	\$86.87	\$0.00	\$0.00
201310357	12/08/2017	12/11/2017	Unknown	THE HOME DEPOT #2583	WASHINGTON, DC	5200	\$161.14	\$0.00	\$0.00
201470540	12/12/2017	12/13/2017	Unknown	CRAFTMASTER HARDWARE	NORTHVALE, NJ	5251	\$330.00	\$0.00	\$0.00
201538312	12/13/2017	12/14/2017	Unknown	GALLS	08592667227, KY	5964	\$27.94	\$0.00	\$0.00
201538313	12/13/2017	12/14/2017	Unknown	THE HAMILTON GROUP	02026894304, DC	5111	\$2,180.00	\$0.00	\$0.00
201884882	12/20/2017	12/21/2017	Unknown	MICHAELS STORES 9939	BOWIE, MD	5970	\$296.47	\$0.00	\$0.00
201938847	12/20/2017	12/22/2017	Unknown	MONARCH COIN & SECURIT	COVINGTON, KY	5046	\$1,930.00	\$0.00	\$0.00
201938848	12/21/2017	12/22/2017	Unknown	ALLIED TRAILERS SALES	301-4701444, MD	7394	\$840.00	\$0.00	\$0.00
202129791	12/28/2017	12/29/2017	Unknown	INT*IN *GENERAL MERCHA	202-8328666, DC	5231	\$393.70	\$0.00	\$0.00
202238941	01/02/2018	01/03/2018	Unknown	WW GRAINGER	877-2022594, IL	5085	\$383.95	\$0.00	\$0.00
202354672	01/04/2018	01/05/2018	Unknown	CHEWY.COM	800-6724399, FL	5995	\$402.26	\$0.00	\$0.00
202605359	01/10/2018	01/11/2018	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$3,090.91	\$0.00	\$0.00

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202671776	01/11/2018	01/12/2018	Unknown	MICHAELS STORES 9939	BOWIE, MD	5970	\$0.00	(\$17.80)	\$0.00
202915058	01/18/2018	01/18/2018	Unknown	GALLS	08592667227, KY	5964	\$1,480.00	\$0.00	\$0.00
203005530	01/17/2018	01/19/2018	Unknown	THE HOME DEPOT 2583	WASHINGTON, DC	5200	\$225.05	\$0.00	\$0.00
203005531	01/18/2018	01/19/2018	Unknown	INTUIT *IN *PLEVA, INC	410-7575395, MD	7393	\$792.00	\$0.00	\$0.00
203005532	01/19/2018	01/19/2018	Unknown	AMAZON.COM	AMZN.COM/BILL, WA	5942	\$130.00	\$0.00	\$0.00
203196193	01/23/2018	01/24/2018	Unknown	HEARTSMART.COM	NEW MILFORD, CT	5047	\$2,414.00	\$0.00	\$0.00
203196194	01/23/2018	01/24/2018	Unknown	BENNETT CAREER INSTITU	WASHINGTON, DC	7230	\$1,960.00	\$0.00	\$0.00
203260556	01/24/2018	01/25/2018	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$217.63	\$0.00	\$0.00
203260557	01/24/2018	01/25/2018	Unknown	MVS INC	02027227981, DC	7399	\$312.85	\$0.00	\$0.00
<b>Totals for POWELL, GENESTER</b>				<b>Total Transactions 50</b>			<b>\$43,277.69</b>	<b>(\$817.79)</b>	<b>\$0.00</b>

**POWELL, GENESTER \*\*\*\*\*9954**

200613585	11/28/2017	11/29/2017	Unknown	U.S. OFFICE SOLUTIONS	BRENTWOOD, MD	5044	\$3,870.50	\$0.00	\$0.00
201079101	12/06/2017	12/07/2017	Unknown	MVS INC	02027227981, DC	7399	\$386.98	\$0.00	\$0.00
201413035	12/11/2017	12/12/2017	Unknown	FMS PRODUCTIONS	08004214609, TX	7829	\$3,039.00	\$0.00	\$231.63
201540159	12/13/2017	12/14/2017	Unknown	HAZELDEN PUBLISHING 2	06512134005, MN	5942	\$685.49	\$0.00	\$0.00
202013285	12/23/2017	12/26/2017	Unknown	HMCO *BOOKS	GENEVA, IL	5969	\$1,649.94	\$0.00	\$0.00
202095651	12/27/2017	12/28/2017	Unknown	BENNETT CAREER INSTITU	WASHINGTON, DC	7230	\$1,960.00	\$0.00	\$0.00
203199545	01/23/2018	01/24/2018	Unknown	BENNETT CAREER INSTITU	WASHINGTON, DC	7230	\$0.00	(\$1,960.00)	(\$106.58)
<b>Totals for POWELL, GENESTER</b>				<b>Total Transactions 7</b>			<b>\$11,591.91</b>	<b>(\$1,960.00)</b>	<b>\$125.05</b>

**THOMAS, SALLIE \*\*\*\*\*6854**

198693695	10/24/2017	10/25/2017	Unknown	DTV*DIRECTV SERVICE	800-347-3288, CA	4899	\$262.96	\$0.00	\$0.00
198854669	10/25/2017	10/27/2017	Unknown	OTC BRANDS, INC.	OMAHA, NE	5964	\$219.86	\$0.00	\$0.00
199125848	10/31/2017	11/01/2017	Unknown	GRADUATE SCHOOL REG	08887444723, DC	8299	\$0.00	(\$699.00)	\$0.00
199959469	11/14/2017	11/15/2017	Unknown	SECURITY EQUIPMENT COR	FENTON, MO	5065	\$150.00	\$0.00	\$0.00

199959470	11/14/2017	11/15/2017	Unknown	STAPLES 00102186	WASHINGTON, DC	5943	\$296.08	\$0.00	\$16.10
199959471	11/15/2017	11/15/2017	Unknown	DMI* DELL HLTHCR/REL	800-274-1550, TX	5045	\$300.00	\$0.00	\$0.00
199959472	11/15/2017	11/15/2017	Unknown	DMI* DELL HLTHCR/REL	800-274-1550, TX	5045	\$300.00	\$0.00	\$0.00
200032325	11/14/2017	11/16/2017	Unknown	AMERICAN 00121583429833	08004337300, TX	3001	\$479.41	\$0.00	\$0.00
200032326	11/14/2017	11/16/2017	Unknown	AMERICAN 00121583429844	08004337300, TX	3001	\$479.41	\$0.00	\$0.00
200032327	11/14/2017	11/16/2017	Unknown	AMERICAN 00121583429855	08004337300, TX	3001	\$479.41	\$0.00	\$0.00
200032328	11/14/2017	11/16/2017	Unknown	AMERICAN 00121583429866	08004337300, TX	3001	\$479.41	\$0.00	\$0.00
200032329	11/14/2017	11/16/2017	Unknown	AMERICAN 00121583429870	08004337300, TX	3001	\$479.41	\$0.00	\$0.00
200304823	11/20/2017	11/21/2017	Unknown	STAPLES 00102186	WASHINGTON, DC	5943	\$0.00	(\$296.03)	(\$16.10)
200304824	11/20/2017	11/21/2017	Unknown	STAPLES 00102186	WASHINGTON, DC	5943	\$279.92	\$0.00	\$0.00
200622295	11/28/2017	11/29/2017	Unknown	SQU*SQ *AIRPORT CAR SE	ENFIELD, CT	4121	\$518.75	\$0.00	\$0.00
201026816	12/05/2017	12/06/2017	Unknown	DTV*DIRECTV SERVICE	800-347-3288, CA	4899	\$525.92	\$0.00	\$0.00
201026817	12/04/2017	12/06/2017	Unknown	GALLAUDET UNIVERSITY C	202-651-5299, DC	8220	\$1,017.50	\$0.00	\$0.00
201026818	12/04/2017	12/06/2017	Unknown	JETBLUE 27921892449703	08005382583, UT	3174	\$542.60	\$0.00	\$0.00
201179818	12/08/2017	12/08/2017	Unknown	AMAZON MKTPLACE PMTS	AMZN.COM/BILL, WA	5942	\$167.88	\$0.00	\$0.00
201548675	12/13/2017	12/14/2017	Unknown	B&H PHOTO MOTO	800-606-6969, NY	5946	\$1,762.81	\$0.00	\$0.00
201728296	12/16/2017	12/18/2017	Unknown	HAMPTON INN & SUITES	BOSTON, MA	3665	\$124.75	\$0.00	\$0.00
201728297	12/16/2017	12/18/2017	Unknown	HAMPTON INN & SUITES	BOSTON, MA	3665	\$124.75	\$0.00	\$0.00
201788573	12/18/2017	12/19/2017	Unknown	AMERICAN CORRECTIONAL	800-222-5646, VA	8699	\$305.00	\$0.00	\$0.00
201788574	12/18/2017	12/19/2017	Unknown	AMERICAN CORRECTIONAL	800-222-5646, VA	8699	\$270.00	\$0.00	\$0.00
201788575	12/18/2017	12/19/2017	Unknown	AMERICAN CORRECTIONAL	800-222-5646, VA	8699	\$369.00	\$0.00	\$0.00

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202024906	12/21/2017	12/26/2017	Unknown	GALLAUDET UNIVERSITY	202-651-5299, DC	8220	\$0.00	(\$500.00)	\$0.00
202024907	12/22/2017	12/26/2017	Unknown	AMERICAN 00121636461531	08004337300, TX	3001	\$354.00	\$0.00	\$0.00
202024908	12/23/2017	12/26/2017	Unknown	AMERICAN 00121636461539	08004337300, TX	3001	\$0.00	(\$90.50)	\$0.00
202062067	12/26/2017	12/27/2017	Unknown	EXPEDIA 7317994050712	EXPEDIA.COM, WA	4722	\$1.93	\$0.00	\$0.00
202062068	12/26/2017	12/27/2017	Unknown	EXPEDIA 7318007185775	EXPEDIA.COM, WA	4722	\$1.93	\$0.00	\$0.00
202098677	12/26/2017	12/28/2017	Unknown	AMERICAN 00170332662231	BELLEVUE, WA	3001	\$118.20	\$0.00	\$0.00
202098678	12/26/2017	12/28/2017	Unknown	AMERICAN 00170332789351	BELLEVUE, WA	3001	\$118.20	\$0.00	\$0.00
202098679	12/26/2017	12/28/2017	Unknown	JETBLUE 27970332699890	08005382583, WA	3174	\$118.20	\$0.00	\$0.00
202098680	12/26/2017	12/28/2017	Unknown	JETBLUE 27970332845663	08005382583, WA	3174	\$118.20	\$0.00	\$0.00
202301551	01/02/2018	01/04/2018	Unknown	AMERICAN 00121651143891	08004337300, TX	3001	\$415.00	\$0.00	\$0.00
202443295	01/05/2018	01/08/2018	Unknown	HOTEL*RESERVATIONS. COM	877-903-0071, WA	4722	\$317.76	\$0.00	\$0.00
202443296	01/05/2018	01/08/2018	Unknown	SAFARILAND	08003471200, FL	7399	\$895.00	\$0.00	\$0.00
202443297	01/05/2018	01/08/2018	Unknown	WWW.RESERVATIONS.C OM	8559562201, FL	7011	\$14.99	\$0.00	\$0.00
202614144	01/10/2018	01/11/2018	Unknown	COURTYARD BY MARRIOTT	LAKE BUENA VI, FL	3690	\$725.65	\$0.00	\$0.00
202614145	01/10/2018	01/11/2018	Unknown	COURTYARD BY MARRIOTT	LAKE BUENA VI, FL	3690	\$725.65	\$0.00	\$0.00
202614146	01/10/2018	01/11/2018	Unknown	COURTYARD BY MARRIOTT	LAKE BUENA VI, FL	3690	\$603.00	\$0.00	\$0.00
202614147	01/10/2018	01/11/2018	Unknown	MARRIOTT ORLANDO WORLD	866-435-7627, FL	3509	\$447.75	\$0.00	\$0.00
203098404	01/19/2018	01/22/2018	Unknown	TAG B PARKING	WASHINGTON, DC	7523	\$2,800.00	\$0.00	\$0.00
203098405	01/19/2018	01/22/2018	Unknown	GOSPEL SPREADING BIBLE	WASHINGTON, DC	5942	\$104.97	\$0.00	\$0.00

**Totals for THOMAS, SALLIE**

**Total Transactions 44**

**\$17,815.26**

**(\$1,585.53)**

**\$0.00**

**Grand Totals**

**Total Transactions 214**

**\$137,069.20**

**(\$10,519.41)**

**\$159.79**

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Transaction Detail

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## CLD All DOC Pending Cases in FY17

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/16 and 09/30/17and status <>'closed')]

Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
433415	Tyrone Hurt v. Chief of Police, 14-4616, 14-3389			10/3/2014	11/7/2016	Consent	
451850	Hurd, Michael D. Jr. v. DC, 15-cv-666(ESH)	Prisoner Complaint Common Law	Maria Amato	5/5/2015	7/28/2017	Open	Michele Fuller Elizabeth Sarah Gere Matthew Blecher Toni Michelle Jackson
482525	Moghalu, Stanley v DC, 16-3680 (SC) - Inmate placed in section of jail with members of gang despite separation order to keep him separated from the gang.		Maria Amato	6/6/2016	9/29/2017	Open	Bobby D. Gboyor Glenn Marrow Portia M. Roundtree
487736	Hamlin, Kendrid, No. 15-9721-CF3 (SC) - TRO to remove pretrial detainee from "safe cell"	Habeas Corpus	Maria Amato	7/27/2016	6/29/2017	Open	Alicia Cullen Charles Coughlin Patricia A. Oxendine Jonathan H. Pittman
487313	Young-Bey, Jeffrey M. v. Officer A. Bello et al 15-9626- claim of negligence and gross negligence for failure to properly treat inmate's alleged leg condition		Maria Amato	8/2/2016	3/23/2017	Open	Sarah L. Knapp Jordan Liew
493226	Mitchell, Wallace v. DC, et al, 16-6586 - Pro se inmate claims DOC officers prevented hi from going to library to help prepare his legal matters and from attending religious services.	Prisoner Complaint Common Law	Maria Amato	10/5/2016	10/5/2016	Open	Michael K. Addo Portia M. Roundtree George B. Becker
493625	Carter, Bridgette v. DC Department of Corrections, 16-6374 - Personal injury claim by employee of CCA claiming injury when inmate in			10/7/2016	10/7/2016	Open	

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Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	custody of DOC officer broke free and injured plaintiff.	Personal Injury Prisoner Complaint Common Law					Philip Medley Michael K. Addo Terri L. Wright
496233	Mitchell, Wallace v. DC 16-4424	Prisoner Complaint Common Law	Maria Amato	10/31/2016	10/31/2016	Open	Dawne Daye George Valentine
497225	Mitchell, Wallace G. 16-4409		Maria Amato	11/10/2016	11/10/2016	Open	Dawne Daye George Valentine
497223	Mitchell, Wallace G. 16-4440		Maria Amato	11/10/2016	11/10/2016	Open	George Valentine Dawne Daye
498351	James L. Harrison v. D.C. Department of Corrections, DCCA No. 16-AA-1151, 17-AA-0179			11/29/2016	5/8/2017	Open	Stacy L. Anderson Eugenia Newby James McKay
498465	Mitchell, Wallace 2016-4886		Maria Amato	11/30/2016	11/30/2016	Open	George Valentine Dawne Daye
498462	Mitchell, Wallace 2016-4887		Maria Amato	11/30/2016	11/30/2016	Open	George Valentine Dawne Daye
498460	Mitchell, Wallace 2016-4899-Removal of Property		Maria Amato	11/30/2016	11/30/2016	Open	George Valentine Dawne Daye
499068	Russell, Maxine v. DC, et al, 16-8605, removed 17-0313 (D.D.C.) - Plaintiff alleges constitutional and common law claims against DC and CCA for housing conditions at CTF and inadequate medical care.	Prisoner Complaint Common Law	Maria Amato	12/8/2016	12/8/2016	Open	Glenn Marrow Marjorie Thomas Portia M. Roundtree George B. Becker
501762	Austin, Jr., Herman v. Department of Corrections, OEA Matter No. 1601-0010-17	Termination Appeal	Maria Amato	1/19/2017	1/19/2017	Open	Andrea G. Comentale Nada Paisant
502311	Bowser, Mark K. v. Sergeant D.			1/25/2017	1/25/2017	Open	

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Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	Smith, et al, 16-1455 - Inmate claims federal civil rights violation when he was assaulted by another inmate being escorted by correctional officers.	Prisoner Complaint Common Law	Maria Amato				William J. Chang Marjorie Thomas Michael K. Addo
502939	Mitchell, Wallace v. DC,et al, 17-0324 - Claims sexual harassment by male officer who touched his private areas and offered favors in exchange for sex.	Prisoner Complaint Common Law		2/2/2017	2/2/2017	Open	Michael K. Addo Dawne Daye
502947	Mitchell, Wallace v. Sgt. Longinus Ogu, et al, 17-0328 - Claims officer served him soy milk, wouldn't take him to medical infirmary because of problems with cell door.		Maria Amato	2/2/2017	2/2/2017	Open	Michael K. Addo Dawne Daye
502996	Mitchell, Wallace v Stephanie Brysacl,17-0319 - AKA Mikey Dykey, et al -	Prisoner Complaint Common Law	Maria Amato	2/2/2017	2/2/2017	Open	Michael K. Addo Dawne Daye
503014	Creese, Darnelle v. DC, et al , 16-2440 - Title VII - gender role discrimination (male).	Employment	Maria Amato	2/2/2017	2/2/2017	Open	Sarah L. Knapp Christina Okereke Colin Rettammel
502954	Mitchell, Wallace v. Walter Coley, et al, 17-0331 - Claims he was moved to a new housing unit/cell which did not have a working cell door and staff were unable to get him out of the cell for medical treatment.	Prisoner Complaint Common Law	Maria Amato	2/2/2017	5/23/2017	Open	Michael K. Addo Dawne Daye
502942	Mitchell, Wallace v. DC, et al, 17-0326 - Claims officer told			2/2/2017	2/2/2017	Open	

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Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	attorney that plaintiff didn't want to meet with him.	Prisoner Complaint Common Law	Maria Amato				Michael K. Addo Dawne Daye
503082	D.C.Department of Corrections v. D.C. DOES and Freddie Jones, DCCA No. 16-AA-1193, 17-AA-0707			2/3/2017	5/8/2017	Pending	Eugenia Newby James McKay
503635	Michael S. Gorbey v. U.S. District Court, D.C. , 16-5364, 16-		Maria Amato	2/10/2017	2/10/2017	Open	
503903	Jenkins, Curtis v DC, et al, 17-1757 - Guards at Jail failed to secure his personal belongings that were stolen while he was put in special secured housing unit	Prisoner Complaint Common Law	Maria Amato	2/13/2017	2/13/2017	Open	Michael K. Addo Dawne Daye
505099	Mitchell, Wallace v DC, et al, 17-0635 - Small Claims suit because inmate was forced to attend suicide prevention program and told he would have to save another inmate from suicide		Maria Amato	2/28/2017	2/28/2017	Open	Michael K. Addo Dawne Daye
505093	Mitchell, Wallace v. DC, 17-0640	Prisoner Complaint Common Law	Maria Amato	2/28/2017	2/28/2017	Open	Dawne Daye Michael K. Addo
505102	Jones, Richard v. DC, 16-2405	Prisoner Complaint Common Law Prisoner Complaint Civil Rights	Maria Amato	2/28/2017	2/28/2017	Open	Robin Massengale Toni Michelle Jackson
507989	Mitchell, Wallace G. v Cpl. Joseph Hill, et al 16-4718- Claims he was given food with soy products to poison him.		Maria Amato	4/3/2017	4/3/2017	Open	Dawne Daye Michael K. Addo
508344	Mitchell, Wallace v. DC, et al			4/7/2017	4/7/2017	Open	

## CLD All DOC Pending Cases in FY17

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Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	17-2290 - FOIA - Mitchell wanted the agency's case management program statement.	Miscellaneous Cause of Action	Maria Amato				Nekira Adams Michael K. Addo
509079	Mitchell, Wallace v DC, et al, 17-1796 - Pro se inmate claims sexual harassment by guards while showering.	Prisoner Complaint Common Law	Maria Amato	4/18/2017	4/18/2017	Open	Dawne Daye Michael K. Addo
511398	Ware, Constance v. Department of Corrections, CRB No. _____, AHD No. PBL 96-083F, DCP No. 0468-WC-90-0500001 & 761032-0001-1999-0003	Disability Compensation	Maria Amato	5/15/2017	5/15/2017	Open	Rahsaan J. Dickerson Andrea G. Comentale
512095	Mitchell, Wallace v. Lennard Johnson, 17-0764 [federal habeas]	Prisoner Complaint Common Law	Maria Amato	5/23/2017	5/23/2017	Open	Terri L. Wright Michael K. Addo Benjamin Bryant
512379	Mitchell, Wallace v. DC, et al, 17-2395 - Inmate claims CO stole his photograph.	Miscellaneous Cause of Action	Maria Amato	5/26/2017	5/26/2017	Open	Glenn Marrow Dawne Daye
513409	Bryant, Deborah Jean v. Department of Corrections, OHR Docket No. 90-276, OAH Case No. 2017-OHR-00001	Discrimination	Maria Amato	6/6/2017	6/6/2017	Open	Andrea G. Comentale Frank McDougald
515394	Mitchell, Wallace v. Cicily Harrington, et al, 17-3180	Miscellaneous Cause of Action	Maria Amato	6/30/2017	6/30/2017	Open	Glenn Marrow Dawne Daye Michael K. Addo
515395	Mitchell, Wallace v. DC Jail, et al, 17-3176 - inmate small claim		Maria Amato	6/30/2017	6/30/2017	Open	Dawne Daye Michael K. Addo Glenn Marrow
515414	Mitchell, Wallace v. DC, et al,			6/30/2017	6/30/2017	Open	

## CLD All DOC Pending Cases in FY17

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/16 and 09/30/17and status <>'closed')]

Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	17-3178	Prisoner Complaint Common Law	Maria Amato				Dawne Daye Glenn Marrow
516322	Mitchell, Wallace v. Bobby Allen, Sukithia Robinson, Marion Boyd Marion Boyd, District of Columbia 17-3340-claims correctional officers falsely wrote on his court mail tht he was refusing to accept the mail.			7/12/2017	7/12/2017	Open	Michael K. Addo
516321	Mitchell, Wallace v. Lt Alvin Henry, Sgt. Onyide Ezurike, Sgt. James Williams Jr. 17-3341-inmate claims guards refused to properly feed him meals that meet his diet requirements			7/12/2017	7/12/2017	Open	Dawne Daye Michael K. Addo
516318	Fulford-Cuthbertson, Kenya, Tonia Adams, Matthew Coates, Jalonda Phillips-Armstead v. OEA, 2017 CA 4669 P(MPA)-terminated employee petition for review of OEA, decision upholding their termination for collecting unempoyment benefits while employed with DOC.	Rule 1 Appeal		7/12/2017	7/12/2017	Open	Janea J. Hawkins Andrea G. Comentale
517454	Jones, Freddie v. Department of Corrections (Atty Fees), AHD No. PBL 09-28D, DCP No. 0468-WC-84-0500015	Disability Compensation	Maria Amato	7/23/2017	7/23/2017	Open	Frank McDougald Andrea G. Comentale
517647	Thomas, Damon #17-3764		Terrance Ryan	7/25/2017	7/25/2017	Open	Akeem Earle Michael K. Addo Marjorie Thomas
517650	Hazelwood, John #17-3767			7/25/2017	7/25/2017	Open	Glenn Marrow

## CLD All DOC Pending Cases in FY17

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/16 and 09/30/17and status <>'closed')]

Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
							Steve J. Anderson
519192	Green, James v. Department of Corrections, CRB No. 17-062, AHD No. PBL 10-043B, DCP No. 30080837039-0001	Disability Compensation	Maria Amato	8/14/2017	8/14/2017	Open	Andrea G. Comentale Frank McDougald
519744	Mitchell, Wallace v. Lennard Johnson, et al. 16-8589		Maria Amato	8/22/2017	8/22/2017	Open	Benjamin Bryant Michael K. Addo
519834	Mitchell, Wallace v. Lt. Henry Ndifor et al 17-1574		Maria Amato	8/23/2017	8/23/2017	Open	Benjamin Bryant Michael K. Addo
520377	Thelma Ann Fenwick Personal Representative Estate of Lloyd Terrell Fenwick 17-5156-claims brought on behalf of a now deceased former inmate-		Maria Amato	8/30/2017	8/30/2017	Open	Anita Hart Rahsaan J. Dickerson Patricia A. Oxendine
520809	Lewis, Robert (Subpoena) 2017CMD4976-subpoena for manuals/standard operating procedures on the use of force or mace		Maria Amato	9/6/2017	9/6/2017	Open	Sarah L. Knapp
520805	Waters, Anthony v. William J. Smith, et al 17-4090-Inmate claims finger was nearly cut off but doesn't state the specifics		Maria Amato	9/6/2017	9/6/2017	Open	Glenn Marrow Dawne Daye
520810	Lewis, Robert ( Subpoena) 2017CMD4976-subpoena for disciplinary records involving seven officers.		Maria Amato	9/6/2017	9/6/2017	Open	Sarah L. Knapp
520808	Wells, Dontay (Subpoena) 2016CFI004795		Maria Amato	9/6/2017	9/6/2017	Open	Sarah L. Knapp

## CLD All DOC Pending Cases in FY17

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/16 and 09/30/17and status <>'closed')]

<b>Matter ID</b>	<b>Matter Description</b>	<b>Category</b>	<b>Contact</b>	<b>Opened Date</b>	<b>Status Date</b>	<b>Status</b>	<b>Assigned Professionals</b>
521685	Jones, Freddie v. Department of Corrections, CRB No. 17-089, AHD No. PBL 09-028D, DCP No. 0468-WC-84-0500015	Disability Compensation	Maria Amato	9/18/2017	9/18/2017	Open	Frank McDougald Andrea G. Comentale
522075	Jones, Freddie v. Department of Corrections, CRB No. 17-094, OHA No. PBL 09-028C, DCP No. 0468-WC-84-0500015	Disability Compensation	Maria Amato	9/23/2017	9/23/2017	Open	Andrea G. Comentale Frank McDougald

**Total: 55**

## CLD DOC Pending Cases in FY18 to date

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/17 and now and status <>'closed')]

Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
483637	Mitchell, Wallace G- 2016-SC3-0605- Denial of water and onsite medical treatment			6/17/2016	11/17/2017	Open	Dawne Daye
	Mitchell, Wallace 2016-4893		Maria Amato	11/30/2016	11/3/2017	Open	George Valentine Dawne Daye
499064	Davis, Michael v. DC, et al, 16-5176 - Personal injury in sitting down	Prisoner Complaint Common Law Prisoner Complaint Common Law	Maria Amato	12/8/2016	10/12/2017	Open	Jonathan H. Pittman Dawne Daye
522920	United States v. Clarence Green 17CF2 20848 ( Subpoena)- for personnel files and records reflecting on the honesty credibilty of named correctiional officer ( Officer Otis)		Maria Amato	10/3/2017	10/3/2017	Open	Michael K. Addo
523080	Savage, Tony v. Office of Human Rights, 2017 CA 6493 P(MPA)	Rule 1 Appeal	Maria Amato	10/5/2017	10/5/2017	Open	Frank McDougald Andrea G. Comentale
524684	Mitchell, Wallace v. Lennard Johnson 17sc2407-claim water damage is going structural problems in the Jial		Maria Amato	10/23/2017	10/23/2017	Open	Glenn Marrow Dawne Daye
524677	Mitchell, Wallace v. Cpt. John Long 16sc005041-claim DOC employees are stealing his laundry		Maria Amato	10/23/2017	10/23/2017	Open	Michael K. Addo Dawne Daye
524831	Mitchell, Wallace Gv. 16-4430 Lynette Moore, Tina Mosley, Benjamin Olubasusi, Melisa Davis, Chidozie Uwalaka, R. Ware, Food Manager-claim that DOC did not fed the inmate and that it ran out of			10/25/2017	10/25/2017	Open	

## CLD DOC Pending Cases in FY18 to date

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility') and (Status Date between 10/1/17 and now and status <=>'closed')]

Matter ID	Matter Description	Category	Contact	Opened Date	Status Date	Status	Assigned Professionals
	meat substitutes		Maria Amato				Glenn Marrow Dawne Daye
526766	Carter, John v. Office of Risk Management, 2017 CA 7251 P(MPA)	Rule 1 Appeal	Michael Krainak	11/17/2017	11/17/2017	Open	Jhumur Razzaque Andrea G. Comentale
527966	D.C.Department of Corrections v. D.C. DOES and Freddie Jones, DCCA No. 17-AA-1232			12/4/2017	12/4/2017	Open	Stacy L. Anderson
529175	Williams, Tyeast v. Department of Corrections, 2017 CA 1997 P(MPA)	Rule 1 Appeal	Maria Amato	12/20/2017	12/20/2017	Open	Andrea G. Comentale Janea J. Hawkins
530050	Jenkins, Tyrone v. District of Columbia and Quincy L. Booth 17-2730-retaliation for protective activity under Title VII and DC HRA ( refusal to rehire)		Maria Amato	1/4/2018	1/4/2018	Open	Sarah L. Knapp
530350	Miller, Julius Wayne v. District of Columbia, US Parole Commission, DOC 17-1619-challenge to parole violation revocation warrant-issued by US. Plaintiff is being held at the DOC Jail. D		Maria Amato	1/10/2018	1/10/2018	Open	Patricia A. Oxendine

**Total: 13**

## **CLD DOC Cases with Disposition Date in FY17**

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC', 'D.O.C.') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility')] and [(disposition Date between 10/1/16 and 09/30/17) and disposition value > 0]

<u>Matter ID</u>	<u>Matter Description</u>	<u>Adverse Party Name</u>	<u>Opened Date</u>	<u>Assigned Attorney</u>	<u>Status</u>	<u>Disposition Outcome</u>	<u>Disposition Date</u>	<u>Disposition Value</u>
403551	Doe, Jane v. DC, 13-0878 (D.D.C.) - Transgender detainee was allegedly improperly housed with a male inmate and sexually assaulted. Common law and federal civil rights claims.		9/24/2013	Aaron Finkhousen ,Martha J. Mullen	Closed			
						Settled	11/14/2016	325,000.00
407953	Brokenborough, Lisa, 13-1757, Zenaida Massey, Michelle Murray, Beverly Richardson, Charnita Thomas, and Joyce W. Bridges - 13-1757		11/22/2013	Chad Naso	Closed			
						Settled	4/8/2015	25,000.00
						Settled	6/10/2015	20,000.00
						Settled	7/10/2015	160,000.00
						Settled	8/11/2015	350.00
						Settled	10/1/2015	25,000.00
						Settled	11/5/2015	41,618.31
						Settled	6/30/2016	25,179.19
						Settled	9/28/2016	10,854.82
						Settled	12/2/2016	5,601.50
						Settled	6/1/2017	110,000.00
						Settled	6/2/2017	230,000.00
						Settled	7/5/2017	8,407.23
446915	Nowlin, Dwayne Anthony v. DC, 15-1362 - Civil		3/11/2015		Closed			

## **CLD DOC Cases with Disposition Date in FY17**

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC', 'D.O.C.') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility')] and [(disposition Date between 10/1/16 and 09/30/17) and disposition value > 0]

<u>Matter ID</u>	<u>Matter Description</u>	<u>Adverse Party Name</u>	<u>Opened Date</u>	<u>Assigned Attorney</u>	<u>Status</u>	<u>Disposition Outcome</u>	<u>Disposition Date</u>	<u>Disposition Value</u>
	rights/common law torts alleged by inmate from alleged excessive force by prison correctional officers.			Alicia Cullen,Kerslyn D. Featherstone,Safie Da Costa Soares		Settled	3/15/2017	20,000.00
447814	Riley, Theodore v. DC, 15-1671 - Negligence - DC Jail inmate stabbing (no federal claims).		3/20/2015	Alicia Cullen,Charles Coughlin	Closed	Settled	5/11/2017	15,000.00
468473	Hammond Sr, Andrae v. DC Department of Correction 15-9730- inmate at Jail claims injury from tv failling over and hitting inmate and in a separate incident inmate slipping on water that allegedly was on the floor of the facility		12/23/2015	David Jackson	Closed	Settled	8/29/2017	5,000.00
469589	Jones, Andrew v. DC, 16-0007 - Federal claims for plaintiff's alleged over-detention and improper strip searches not based on probable cause.		1/13/2016		Closed	Settled	1/30/2017	325,000.00

**Total Number of Cases: 6**

## **CLD DOC Cases with Disposition Date in FY18 to Date**

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC', 'D.O.C.') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility')] and [(disposition Date from 10/1/17 to now) and disposition value > 0]

<u>Matter ID</u>	<u>Matter Description</u>	<u>Adverse Party Name</u>	<u>Opened Date</u>	<u>Assigned Attorney</u>	<u>Status</u>	<u>Disposition Outcome</u>	<u>Disposition Date</u>	<u>Disposition Value</u>
407237	Lisa Brokenborough et al. v, District of Columbia, et al. 1:13-cv-1757 (Judge Kollar-Kotelly) - Sexual harassment against female employees.		11/13/2013	Amanda Montee	Closed			
						Settled	2/24/2015	20,001.00
						Settled	3/11/2015	5,000.00
						Settled	5/13/2015	15,380,350.00
						Settled	11/17/2017	11,633.00
473084	Jackson, Pernel C. v. DC, 15-10117 - Negligence - inmate on inmate stabbing.		2/26/2016	David Jackson,Alicia Cullen	Closed			
						Settled	10/4/2017	125,000.00
473384	Bacchus, Nathaniel, et al v. DC, 16-1241 (SC) - Negligence-failure to supervise inmates - inmate on inmate assault outside courthouse.		2/29/2016	Philip Medley	Closed			
						Settled	10/18/2017	7,000.00
						Settled	10/18/2017	15,000.00
482525	Moghalu, Stanley v DC, 16-3680 (SC) - Inmate placed in section of jail with members of gang despite separation order to keep him separated from the gang.		6/6/2016	Portia M. Roundtree	Open			
						Settled	10/3/2017	25,000.00

## **CLD DOC Cases with Disposition Date in FY18 to Date**

[(Area of Law contains 'Civil litigation', 'Appeal', 'labor') and (Client Sort contains 'Correct', 'DOC', 'D.O.C.') and not (Client Sort contains 'Corrections Corporation of America', 'Corrections Information Council', 'Correctional Facility')] and [(disposition Date from 10/1/17 to now) and disposition value > 0]

<b>Matter ID</b>	<b>Matter Description</b>	<b>Adverse Party Name</b>	<b><u>Opened Date</u></b>	<b><u>Assigned Attorney</u></b>	<b><u>Status</u></b>	<b><u>Disposition Outcome</u></b>	<b><u>Disposition Date</u></b>	<b><u>Disposition Value</u></b>
514031	Britton, DAndre v. DC, 17-3984 - Common-law claims by inmate who claims excessive force by correctional officer.		6/13/2017	Safie Da Costa Soares,Kerslyn D. Featherstone	Closed	Settled	1/18/2018	100,000.00

**Total Number of Cases: 5**

# Department of Corrections FY2017

## FY2017 Performance Accountability Report

The Performance Accountability Report (PAR) measures each agency's performance for the fiscal year against the agency's performance plan and includes major accomplishments, updates on initiatives' progress and key performance indicators (KPIs).

## Mission

The mission of the Department of Corrections (DOC) is to provide a safe, secure, orderly, and humane environment for the confinement of pretrial detainees and sentenced inmates, while offering those in custody meaningful rehabilitative opportunities that will assist them with constructive re-integration into the community.

## Summary of Services

The DOC operates the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF). Both facilities are accredited by the American Correctional Association (ACA). The department has contracts with two private halfway houses: Fairview and Hope Village; these are often used as alternatives to incarceration. Like other municipal jails, 60 to 70 percent of inmates in DOC's custody have one or more outstanding legal matters that require detention, while the remaining are sentenced inmates, parole violators, or writs and holds. Median lengths of stay for released inmates are 31 days or less. Ninety percent of DOC's inmates are male. DOC also houses female inmates and a small number of juveniles charged as adults at the CTF. Each facility offers inmates a number of programs and services that support successful community re-entry. These include: --Residential Substance Abuse Treatment (RSAT); --Re-entry preparation (Re-Entry); --Institutional Work Details and Community Work Squads; --Job-readiness Training (together with the Department of Employment Services (DOES)); --Special Education (through the District of Columbia Public Schools (DCPS)); and, --Adult Education and GED Preparation provided by DOC. American Correctional Association (ACA) and National Commission on Correctional Health Care (NCCHC) accredited comprehensive health and mental health services are provided through Unity Health Care (contractual) and the D.C. Department of Behavioral Health. In addition, facilities provide inmate personal adjustment and support services, such as food services, laundry, religious programming, visitation, law library, inmate grievance process, etc. DOC facilities operate twenty-four hours a day, 365 days a year.

## FY17 Top Accomplishments

Accomplishment	Impact on Agency	Impact on Residents
DOC successfully assumed operations of the Correctional Treatment Facility (CTF) on February 1, 2017.	DOC has hired programs leadership who will plan and implement enhanced programs going forward. As the spaces are upgraded to support program requirements, DOC will be able to expand programs and implement a direct supervision model of operations, gradually over the next several years.	The 20 year lease and operations and maintenance agreement with the Corrections Corporation of America (now Core Civic) ended and the District regained full control and operations of the CTF. This will enable the DOC to deliver correctional operations and services that are well aligned with community values and expectations as well as correctional best practices over the next several years.
DOC implemented an effective pharmaceutical distribution process (in April 2017) and shifted to 340-B inmate pharmaceutical pricing (in July 2017). Unity also began using telemedicine in partnership with providers at Howard University.	The D.C. Department of Corrections has implemented a new medication and care management software technology. The system tracks every step in the medication administration process and is a vital and trusted go-to, point-of-care solution for DOC detained citizen population. It is also able to procure inmate medications cost-effectively	The new process supports quality assurance and risk reduction and establishes a more effective and cost-effective process of delivering a necessary service. DC residents will receive improved services for their tax-dollar.

	through the 340-B pricing program available to its provider. The use of telemedicine is a service delivery enhancement the District has long desired and has finally implemented.	
DOC partnered on 2 Second Chance Act grant submissions which were successfully awarded. The District Department of Corrections, in collaboration with the Criminal Justice Coordinating Council (CJCC), was awarded a 2017 Bureau of Justice Assistance Statewide Recidivism Reduction Strategic Plan Implementation grant (\$100,000). It is also partnering with United Planning Organization and the University of the District of Columbia to implement a Reentry Project Study. The \$996,610 award over a 3 year period commencing January 8, 2018, will provide mentoring and reentry services to DOC inmates prior to community release and track their community reentry experience.	DOC is proud to support both projects and invested in the success of each. It will mean many long hours of work which are intended to help the District improve its reentry programs and practices and the lives of those impacted by these.	The Strategic Plan Implementation Grant is expected to help the District address reentry needs in an integrated data informed manner. The Reentry Project Study pilot project is expected to expand some best practices related to reentry services offered prior to release. It will also meet a critical need by gathering information on post-release reentry experience that will help inform and refine future pre-release reentry programs and services and may eventually inform policy and other practices.

## 2017 Strategic Objectives

Objective Number	Strategic Objective
1	Upgrade Workforce to Better Serve District's Public Safety Needs.
2	Foster Environment That Promotes Safety for Inmates, Staff, Visitors and the Community-at-Large.
3	Improve Inmate Education, Job Skill Levels, and Facilitate Successful Community Re-integration.
4	Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry.
5	Create and maintain a highly efficient, transparent and responsive District government. **

## 2017 Key Performance Indicators

Measure	Freq	Target	Q1	Q2	Q3	Q4	FY 2017	KPI Status	Explanation
<b>2 - Foster Environment That Promotes Safety for Inmates, Staff, Visitors and the Community-at-Large. (8 Measures)</b>									
Inmate on Inmate Assault Rate per 10,000 Inmate-Days	Quarterly	1.1	5.9	3.4	2.7	3.5	3.8	Unmet	Staff fatigue due to extended use of OT, particularly drafting, has resulted in challenges in maintaining optimal vigilance and also affected patience levels. Both contribute to the ability of inmates to engage in acts of violent behavior towards other inmates and officers.
Inmate on Staff Assault Rate per 10,000 Inmate-	Quarterly	0.3	2.5	1	2.3	1.9	1.9	Unmet	Staff have been working extended OT hours, including drafting (mandatory OT

Days										assignments) since mid-FY 2015, and this has resulted in fatigue and absence due to illness, which have exacerbated challenges in maintaining optimal vigilance and patience levels and allowed inmates to more frequently engage in assaults on staff.
Percent of Inmate on Staff Assaults resulting in requests for criminal prosecution annually	Annually	65%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	66.7%	Met		
Percent of Contraband Seizures resulting in requests for criminal prosecution annually	Annually	45%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	73.9%	Met		
Percent of Disciplinary Reports Adjudicated as Charged	Quarterly	70%	67.5%	47.7%	83.2%	63.5%	64%	Nearly Met		Performance has historically been seen to decline for short periods when new staff take over on the adjustment board or new staff complete disciplinary reports. This has been the case in Q3 and Q4 FY 2017. DOC expects that performance will be back on track by Q2 FY 2018.
Delayed Release Rate	Quarterly	0.1%	0.1%	0%	0%	0%	0%	Met		
Erroneous Release Rate	Quarterly	0.03%	0%	0%	0%	0%	0%	Met		
Inmates served by video-visitation program (CDF)	Quarterly	50%	52.3%	52.5%	51.9%	51.1%	51.9%	Met		

**3 - Improve Inmate Education, Job Skill Levels, and Facilitate Successful Community Re-integration. (7 Measures)**

Inmates served by re-entry program annually	Quarterly	300	127	187	216	205	735	Neutral Measure		
Percent of Inmates who passed GED exams	Quarterly	50%	No applicable incidents	No applicable incidents	33.3%	15%	17.4%	Unmet		Four of 21 inmates who appeared for the GED exams in FY 2017 in Q2 and Q3 when it was offered actually passed the exam. GED exams were not offered in Q1 and Q2 FY 2017. The new exams are more challenging for the inmates so fewer inmates actually take the

									exams. About 19% passed the exam which is within the historical pass rate range.
Inmates served by District of Columbia Public Schools (DCPS)	Quarterly	16	3	24	57	31	115	Neutral Measure	
Inmates served by Residential Substance Abuse Treatment (RSAT) annually	Quarterly	300	80	98	177	188	543	Neutral Measure	
Number of unresolved inmate grievances outstanding more than 30 days	Quarterly	15	0	0	0	0	0	Met	
Re-Entry Program Effectiveness	Annually	11%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	37.6%	Met	
Residential Substance Abuse Treatment (RSAT) Program Effectiveness	Annually	35%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	38.8%	Met	

**4 - Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry. (2 Measures)**

Percent of inmates released to community with required medications	Quarterly	90%	100%	94.4%	100%	90.9%	96.5%	Met	
Inmate Pharmaceuticals Expenditure Variance	Quarterly	15%	18.5%	42%	10.9%	42.3%	28.4%	Neutral Measure	

**5 - Create and maintain a highly efficient, transparent and responsive District government.\*\* (2 Measures)**

Federal Revenue Reimbursement Rate	Quarterly	95%	100%	99.7%	100.1%	100%	99.9%	Met	
Priority 1 Maintenance and Repair Completion Rate	Quarterly	87%	58.5%	68.6%	60.3%	32.7%	54.3%	Unmet	Staff complement and workorder type alignment are being rectified so that DOC will be able to more effectively address more frequently needed workorder types in future. Additional staff in these trades are being hired and a staffing analysis is underway to recommend necessary staffing

We've revisited a project to standardize District wide measures for the Objective "Create and maintain a highly efficient, transparent and responsive District government." New measures will be tracked in FY18 and FY19 and published starting in the FY19 Performance Plan.

## 2017 Workload Measures

Measure	Freq	Q1	Q2	Q3	Q4	FY 2017
<b>1 - Personnel Services (3 Measures)</b>						
Personnel Actions Processed	Quarterly	1660	671	400	204	2935
Number of Training Classes Conducted	Quarterly	11	14	13	74	112
Number Trained	Quarterly	295	298	357	419	1369
<b>2 - Central Cell Block Operations (2 Measures)</b>						
Arrestees Processed	Quarterly	2606	2204	1901	1323	8034
Arrestees Served by Central Cell Block Clinic	Quarterly	185	173	210	227	795
<b>2 - Community Corrections Administration (2 Measures)</b>						
Inmates Reviewed for Placement	Quarterly	64	62	71	57	254
Number of Inmates Placed in Halfway Houses	Quarterly	64	116	71	70	321
<b>2 - Correctional Surveillance Center (2 Measures)</b>						
External Requests Processed	Quarterly	274	89	109	193	665
Internal Requests Processed	Quarterly	443	48	270	360	1121
<b>2 - Facility Security (2 Measures)</b>						
Contraband Seized	Quarterly	2200	76	82	49	2407
Hearings Conducted	Quarterly	254	2891	3303	3328	9776
<b>2 - Housing Unit Supervision (4 Measures)</b>						
Average Daily Population	Quarterly	1287	1871	2062	1999	7219
Median LOS in Custody	Quarterly	93.83	111	110	74	97
Percent of Inmates Charged with Violent or Dangerous Offenses	Quarterly	37.7%	34.8%	16.7%	28.9%	29.7%
Hours of Overtime (OT) Required	Quarterly	53236	58825	65313	92101	269475
<b>2 - Inmate Receiving and Discharge (4 Measures)</b>						
Annual Intakes	Annually	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11974
Annual Releases	Annually	Annual Measure	Annual Measure	Annual Measure	Annual Measure	11852

Average Daily Population for DOC	Annually	Annual Measure	Annual Measure	Annual Measure	Annual Measure	1999
Median Length of Stay	Annually	Annual Measure	Annual Measure	Annual Measure	Annual Measure	17
<b>2 - Inmate Records (2 Measures)</b>						
Documents Processed	Quarterly	15529	16203	18146	18707	68585
Sentences Computed	Quarterly	1331	2160	1329	1087	5907
<b>2 - Inmate Transport (1 Measure)</b>						
Hours of Service Provided by Court Transport	Quarterly	9425	9383	11548	3744	34100
<b>2 - Inmate Work Release Programs (2 Measures)</b>						
Number of Inmates who Benefited from Work Release	Quarterly	43	54	47	18	162
Dollar Value of Service Provided	Quarterly	\$31656	\$20790	\$98390	\$90199	\$241035
<b>3 - Inmate Finance and Financial Assistance (3 Measures)</b>						
Transactions Processed	Quarterly	126760	121055	120294	122812	490921
Dollar Value of Transactions Processed	Quarterly	\$680744.7	\$772913.5	\$766571.5	\$745918.8	\$2966148.4
Number of Inmates Provided Financial Assistance	Quarterly	1091	1083	1107	1215	4496
<b>3 - Inmate Personal Services (3 Measures)</b>						
Meals Served	Quarterly	555629	536876	556740	585120	2234365
Number of articles of clothing issued	Quarterly	5146	5064	3415	4237	17862
Dollars of Inmate Commissary Items Delivered	Quarterly	\$265165.8	\$309450	\$543473.9	\$493062.9	\$1611152.5
<b>3 - Inmate Programs and Services (4 Measures)</b>						
Library Books Issued by Mobile Library	Quarterly	1719	3814	1392	6209	13134
Inmates Served by Law Library	Quarterly	1942	809	1166	755	4672
Video Visits Conducted	Quarterly	10824	10013	10538	11210	42585
Face-to-Face Visits Conducted	Quarterly	414	454	443	517	1828
<b>4 - Health and Mental Health Services (5 Measures)</b>						
Hours of Overtime (OT) Required for Takeovers and Medical Outposts	Quarterly	30718.1	9383	11548	3744	55393.1
Intakes with Active Substance Abuse Disorder Diagnoses	Quarterly	1332	972	1675	1765	5744
Intakes with Active Diagnoses of Mental Illness	Quarterly	340	267	370	907	1884
Inmates served by Acute Mental Health Unit	Quarterly	181	208	369	226	984
Inmates Served by the Mental Health Step Down Unit	Quarterly	29	33	32	22	116

5 - Agency Operations Support (4 Measures)						
Requisitions Submitted	Quarterly	104	82	51	69	306
Total Dollar Value of Supply Chain Managed through DOC Warehouse	Quarterly	\$1373805.7	\$796797	\$1471381	\$1373805.7	\$5015789.4
Vehicle Inspections Conducted	Quarterly	120	62	67	96	345
Procurements Processed	Quarterly	77	82	53	73	285
5 - Executive Direction and Support (2 Measures)						
FOIA Requests Processed	Quarterly	123	120	106	110	459
DOC Per-Inmate Per Day Incarceration Cost	Annually	Annual Measure	Annual Measure	Annual Measure	Annual Measure	\$218.3
5 - Facility Services (2 Measures)						
Total Workorders Recorded	Quarterly	2200	3140	2987	2340	10667
Number of Facility Inspections Conducted	Quarterly	2420	896	3171	1575	8062
5 - Management Control (3 Measures)						
Background Investigations Conducted	Quarterly	35	29	20	77	161
ACA Compliance Audits Conducted	Quarterly	10	10	83	20	123
Policies and procedures reviewed and approved	Quarterly	7	28	20	17	72
5 - Technology Support (3 Measures)						
Helpdesk Requests Processed	Quarterly	1154	856	1039	1078	4127
Communication Devices Supported	Quarterly	1164	616	645	1172	907
All Other IT Devices Supported	Quarterly	2140	2140	2140	1541	7961

## 2017 Strategic Initiatives

Title	Description	Complete to Date	Status Update	Explanation
AGENCY OPERATIONS SUPPORT (1 Strategic Initiative)				
Release Comprehensive Inmate Health Services Request for Proposals to Initiate Competitive Procurement Process.	DOC will work with the Office of Contracts and Procurement and the Department of Behavioral Health to release a request for proposals (RFP) to provide comprehensive inmate health services for its inmates at all facilities so as to ensure the provision of excellent comprehensive health services while emphasizing effective delivery, evidence based practices, and transparent cost to District taxpayers. DOC will implement this initiative by September 30, 2017.	50-74%	Requirements are nearing finalization and will be sent to OCP for legal sufficiency review in November. DOC expects that the solicitation will be released in Q2 FY 2018.	While the requirements will be submitted to OCP for legal sufficiency review in November, it was not possible to complete this earlier

because of multiple competing priorities among the staff members who have to provide input for this complex solicitation.

**HUMAN RESOURCES MANAGEMENT (1 Strategic Initiative)**

<p>Sustain Culture Change through Public Safety Personnel Empowerment and Cultural Competences Development Training.</p>	<p>DOC will engage in phase III of the agency's organizational culture change initiative. The project aims is to empower public safety personnel, by providing training designed to develop and sustain positive organizational culture change. The training will focus on employee empowerment and cultural competence strategies. Continuous training in PREA, including compliance and sexual harassment prevention; respectful workplace and other training as required. The anticipated result of the initiative will create better staff performance, improve personnel and inmate interactions, further improve the overall safety of the detention environment, and establish a culture aligned to DOC's stated values of Pride, Professionalism and Passion. This will enable DOC to achieve its vision of being a benchmark corrections agency. DOC expects to see the impact of this initiative reflected in reduced numbers or rates of inmate grievances, inmate on staff assaults and inmate on inmate assaults, and improved rate of contraband seizures referred for prosecution. Phase III of training is expected to be completed by September 30, 2017.</p>	<p>Complete</p>	<p>Through the DC Culture Project, The Moss Group (TMG) has continued to conduct quarterly project updates with the DC DOC Executive Team and hold quarterly strategic planning meetings with the Respectful Workplace Support Team to support the executive leadership in organizational culture change and enhance workplace professionalism and respect. TMG collaborated with executive leadership to enhance communication with stakeholders and staff to address identified critical issues.</p>	<p>Completed</p>
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**INMATE ADJUSTMENT/DEVELOPMENTAL SUPPORT (3 Strategic initiatives)**

<p>Implement Quarterly ReEntry Focused Town Halls for Inmates in Custody.</p>	<p>DOC will host quarterly town-halls for inmates who are in custody to increase awareness of community based programs and services that they can connect to upon release. The focus of the town-halls is to answer questions, address concerns, and provide an additional forum to educate and prepare inmates for community reentry. Additionally, DOC wants to inform and engage inmate stakeholders so that returning citizens can have improved opportunities for successful community reintegration. The expected outcome of this initiative is greater awareness and better informed returning citizens who will be able to avail of post-release community based resources to create a productive and law abiding life as valued members of the community. DOC will measure the effectiveness of inmate townhalls by measuring</p>	<p>Complete</p>	<p>This initiative is 100 percent complete. A reentry focused town hall meeting was held on June 16, 2017. Thirty-five (35) men participated in the 3rd quarterly Reentry Town Hall meeting held in the Chapel at CDF. There were presenters from DOES-DOC Based</p>	<p>Completed</p>
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	<p>the non-citationable rearrest rate (resulting in confinement at the Central Cell Block as an arrestee) and DC DOC reincarceration rate (resulting in commitment as an inmate) and comparing it to similar rates for non-town hall participants. DOC will host a town hall for inmates in each quarter by December 31, 2016; March 31, 2017, June 30, 2017 and September 30, 2017 respectively.</p>		<p>Job Readiness; DHS-Food Stamps, Medicaid, Public Assistance; Hope Foundation-Parenting, Mentoring, Substance Use, Housing; Voices for a Second Chance; DBH-Forensic Mental Health; ORCA-Mayors' Office for Returning Citizens Affairs, PDS and OCTO-Internet/Computers.</p>	
<p>Increase Eligible Candidate Participation in the Pre-Release Work Readiness Program.</p>	<p>DOC will work with D.C. Department of Employment Services (DOES) to increase participation in the Pre-release Work Readiness (WRP) program, including efforts to expand the pool of eligible inmates who may benefit from the program. The program will provide critical pre-release employment services to inmates preparing for community release. Participants receive group instruction and individualized guidance with a focus on those skills needed to successfully enter the workforce upon release. Upon release to the community, participants and graduates will continue to be served through the Project Empowerment Program run by the DOES. Participants who complete the program are expected to be better prepared to seek and sustain employment that enhances their ability to achieve a productive community life for themselves and their families upon release. This initiative is expected to be completed by September 30, 2017.</p>	<p>Complete</p>	<p>DOC and DOES continue to work together to enhance the Work Readiness Program (WRP). DOC successfully negotiated an IGA modification with the FBOP, to allow their inmates to participate. The eligible inmate pool was thus expanded. Additional enhancements underway include relocation of the housing unit, incorporation of a new chess based curriculum, improved screening, and increased attention to post release wraparound service needs. These should further increase participation at DOC and bolster post-release engagement.</p>	
<p>Increase Eligible Candidate Participation in the GED/Adult Basic Education Program.</p>	<p>DOC will increase participation in the GED/Adult Basic Education program, by working with Case Managers and Security Staff to refer eligible candidates, conducting monthly townhalls in housing units to inform inmates of the education program, and develop education programs suitable for inmates in restrictive housing. DOC will expand the use of Comprehensive Adult Student Assessment Systems (CASAS), currently used in the GED Unit, Women's Programs and Juvenile Unit, to identify appropriate placement in programs. CASAS is particularly useful for identifying educational levels, creating learning groups, and identifying inmate interest in specific programs. CASAS will be expanded to two additional housing units by June 1, 2017. The longer term goal is to expand the use of CASAS to the entire DOC population. This will require long term planning to secure resources for purchasing assessment tools, training staff to</p>	<p>Complete</p>	<p>DOC has increased participation in the GED/Adult Basic Education program in CDF. In May-June 2016 had 133 participants and May-June 2017 had 156 participants. This increased by working with Case Managers and Security Staff to refer eligible candidates, conducting</p>	<p>Completed</p>

	<p>deliver assessments, and ensuring that there are adequate staff to assess all inmates which will require authorization for additional staff.</p> <p>Participants in education programs receive group instruction and individualized guidance with a focus on developing those skills needed to prepare for GED testing and successfully earn their GED. Upon release to the community, participants and graduates continue to be served through GED education providers in the community. Participants who complete the program are expected to be better prepared to seek and sustain employment that enhances their ability to achieve a productive community life for themselves and their families upon release. The initiative is expected to be completed by September 30, 2017.</p>		<p>monthly town halls in housing units to inform inmates of the education program, and develop education programs suitable for inmates in restrictive housing. Restrictive housing at CTF receives life skills, PreGED and GED packets.</p>	
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**INMATE HEALTH SERVICES (2 Strategic initiatives)**

<p>Expand Mental Health Care Service Continuum Both at DOC as well as Post-Release</p>	<p>This initiative has two components. In the first component, DOC will leverage learning from operation of the Step Down Unit at the CDF to propose at least one additional program and/or mental health service that will expand the continuum of mental health care for DOC inmates in future years by September 30, 2017. For the second component, DOC will work with the Department of Behavioral Health (DBH) to provide connections to community mental health service providers for its inmates at all facilities prior to release. Community Service Agencies with DBH will establish and maintain service provider presence at DOC facilities for the first time ever. Providers will thus be more actively engaged with patient progress and will maintain linkages to improve the likelihood of post-release care continuity. DOC will implement this initiative by September 30, 2017.</p>	<p>75-99%</p>	<p>DOC has proposed the a dedicated mental health unit for women in CTF be created. It is our understanding that DOC is awaiting word from EOM regarding funding for that proposal. Regarding DBH, DOC is awaiting word regarding their RFP of CSA providers. While DOC fully supports the idea of the "warm hand-off", DBH will need to change their RFP/payment practices to make that Best Practice a reality in The District.</p>	<p>Despite DOC's and DBH's best efforts, the Core Service Agencies (CSA) are unable to implement warm hand-offs for DOC returning citizens at this time. The rest of the initiative is complete. We do not know when the CSA will be able to implement this.</p>
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<p>Develop Restrictive Housing Policies and Procedures</p>	<p>In FY 2016 DOC implemented a number of restrictive housing reforms for both adults and juveniles aligned to DOC philosophy of using the least restrictive housing for the minimum amount of time required to affect positive behavior and providing increased out of cell time. These included reducing the number of offenses that can result in restrictive housing placement, reducing the total time that inmates may be placed in restrictive housing, implementing incentives to reward consistent positive behavior with reduction in restrictive housing time, and doubling the out-of-cell time for inmates in restrictive housing. In addition, policies related to restrictive housing placement for administrative reasons were totally overhauled, and a communal tier with privileges equivalent to those of general population was created for inmates placed in protective custody. In FY 2017 DOC will continue to build upon these reforms by implementing outdoor recreation modules to allow inmates in restrictive housing to avail of outdoor recreation safely. This initiative is expected to be completed by September 30, 2017.</p>	<p>75-99%</p>	<p>Modules have been built, post-orders drafted, operating procedures proposed. Once reviewed and approved, staff will be trained and implementation will commence.</p>	<p>Staff who need to review and approve post-orders and operating procedures have been involved in a number of other time sensitive projects. The post orders and operating</p>
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				procedures are under review and DOC expects to be fully operational in implementing the outdoor recreation modules by Q2 FY 2018.
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**INSTITUTIONAL SECURITY AND CONTROL (1 Strategic Initiative)**

Assume Operations of CTF	DOC will assume operation of CTF. This will involve establishing a new budget structure; classifying, hiring and onboarding 234 FTE; establishing new organization and reporting structure for the agency effective post-transition; ensuring smooth transition of all operational contracts; providing for all materials, supplies, and goods and services; ensuring that the facility is safe and all safety, communications and information systems are operational at the time of transition; ensuring that all persons are trained to operate based on DOC information systems; providing for transition to DOC policies and operating procedures; and, expanding the services of the transportation unit including procuring and readying procured vehicles for inmate transport. This will enable the District to transition to programs focused corrections for inmates and provide operational flexibility. It is also expected to result in cost efficiencies in future years. DOC expects to assume operations on February 1, 2017.	Complete	DOC successfully assumed operations of CTF on Feb 1, 2017. The transition will continue well through the end of FY 2017 as DOC merges cultures, policies, and practices to become a single unified operation.	
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**TECHNOLOGY SUPPORT (1 Strategic Initiative)**

Implement effective inmate pharmaceutical controls through effective packaging and distribution	DOC will establish an effective inmate pharmaceutical packaging and distribution process at CDF and CTF. Pharmaceuticals required to treat DOC's inmate population cost over \$2.4 million annually. As cost of medicines, such as those used to treat mental illness and HIV, continue to increase it has become imperative to ensure that medications are packaged and distributed so as to minimize waste and enable reuse. Furthermore, information systems upgrades and deploying medication distribution carts will improve DOC's controls by eliminating manual data entry and assuring electronically validated compliance with medication distribution. DOC will complete this by March 31, 2017.	Complete	DOC completed this initiative as planned by March 31, 2017.	
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## ▼ 2018 Objectives

### Strategic Objectives

Full Report | Grid Edit | Email | More ▼ 5 Objectives

	▼ Objective Number	Strategic Objective	# of Measures	# of Operations
 	1	Upgrade Workforce to Better Serve District's Public Safety Needs.	2	1
 	2	Foster Environment That Promotes Safety for Inmates, Staff, Visitors and the Community-at-Large.	8	9
 	3	Improve Inmate Education, Job Skill Levels, and Facilitate Successful Community Re-integration.	6	3
 	4	Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry.	2	1
 	5	Create and maintain a highly efficient, transparent and responsive District government.**	11	5
<b>TOT</b>			<b>29</b>	<b>19</b>

[Add Strategic Objective](#)

## ▼ 2018 Key Performance Indicators

### Key Performance Indicators

Full Report | Grid Edit | Email | More ▼ 20 Measures

Measure	New Measure/ Benchmark Year	Directionality	FY 2014 Actual	FY 2015 Target	FY 2015 Actual	FY 2016 Target	FY 2016 Actual	FY 2017 Target	FY 2017 Actual	FY 2018 Target	FY 2018 Quarter 1
1 - Upgrade Workforce to Better Serve District's Public Safety Needs. (2 Measures)											

## 2018 Key Performance Indicators

### Key Performance Indicators

Full Report | Grid Edit | Email | More ▾ 20 Measures

Measure	New Measure/Benchmark Year	Directionality	FY 2014 Actual	FY 2015 Target	FY 2015 Actual	FY 2016 Target	FY 2016 Actual	FY 2017 Target	FY 2017 Actual	FY 2018 Target	FY 2018 Quarter 1	
<b>1 - Upgrade Workforce to Better Serve District's Public Safety Needs. (2 Measures)</b>												
Percent of DOC FTE Compliant with In-Service Training Requirements	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	New Measure	92.9%	
Percent of DOC FTE Completing Specialized Training	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	New Measure	Annual Measure	
<b>2 - Foster Environment That Promotes Safety for Inmates, Staff, Visitors and the Community-at-Large. (8 Measures)</b>												
Percent of Disciplinary Reports Adjudicated as Charged	<input type="checkbox"/>	Up is Better	85%	80%	50%	60%	65.5%	70%	64%	70%	65.9%	
Percent of Inmate on Staff Assaults Resulting in Requests for Criminal Prosecution Annually	<input type="checkbox"/>	Up is Better	77%	65%	76%	65%	70.1%	65%	66.7%	67.5%	Annual Measure	
Percent of Contraband Seizures Resulting in Requests for Criminal Prosecution Annually	<input type="checkbox"/>	Up is Better	47%	40%	73%	40%	81.8%	45%	73.9%	75%	Annual Measure	
Delayed Release Rate	<input type="checkbox"/>	Down is Better	Not available	0.3%	0.1%	0.1%	0%	0.1%	0%	0.1%	0%	
Erroneous Release Rate	<input type="checkbox"/>	Down is Better	Not available	0.1%	0%	0%	0%	0%	0%	0%	0%	
Percent of inmates served by video-visitation program (CDF)	<input type="checkbox"/>	Up is Better	49.7%	50%	54%	50%	54.2%	50%	51.9%	50%	49%	
Inmate on Inmate Assault Rate per 10,000 Inmate-Days	<input type="checkbox"/>	Down is Better	1.2	1.2	1.1	1.2	1.3	1.1	3.8	1.1	3.5	
Inmate on Staff Assault Rate per 10,000 Inmate-Days	<input type="checkbox"/>	Down is Better	0.4	0.8	0.2	0.3	1.3	0.3	1.9	0.3	1.6	
<b>3 - Improve Inmate Education, Job Skill Levels, and Facilitate Successful Community Re-integration. (6 Measures)</b>												
Number of Unresolved Inmate Grievances Outstanding More Than 30 Days	<input type="checkbox"/>	Down is Better	266	200	11	15	3	15	0	15	7	
Percent of Inmates Who Passed GED Exams	<input type="checkbox"/>	Up is Better	62.5%	60%	33%	40%	8.7%	50%	17.4%	50%	No applicable incidents	
Re-Entry Program Effectiveness (Percent Reduction in 12-month Reincarceration Rate Compared to That for Misdemeanants)	✓	Up is Better	Not available	New Measure	37.6%	15%	Annual Measure					
Residential Substance Abuse Treatment (RSAT) Program Effectiveness (Percent Reduction in 12-month Reincarceration Rate Compared to That for DOC Inmates)	✓	Up is Better	Not available	New Measure	38.8%	40%	Annual Measure					
Inmates Served by Re-entry Program Annually	<input type="checkbox"/>	Up is Better	191	180	158	180	438	300	735	300	193	
Inmates Served by Residential Substance Abuse Treatment (RSAT) Annually	<input type="checkbox"/>	Up is Better	293	180	339	300	328	300	543	300	195	
<b>4 - Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry. (2 Measures)</b>												
Percent of inmates released to community with required medications	<input type="checkbox"/>	Up is Better	90.9%	90%	90.6%	90%	94.8%	90%	96.5%	90%	100%	
Inmate Pharmaceuticals Expenditure Variance	<input type="checkbox"/>	Down is Better	14%	10%	24%	15%	28.4%	15%	28.4%	15%	28.1%	

4 - Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry. (2 Measures)

		Percent of inmates released to community with required medications	<input type="checkbox"/>	Up is Better	90.9%	90%	90.6%	90%	94.8%	90%	96.5%	90%	100%
		Inmate Pharmaceuticals Expenditure Variance	<input type="checkbox"/>	Down is Better	14%	10%	24%	15%	38.4%	15%	28.4%	15%	28.1%

5 - Create and maintain a highly efficient, transparent and responsive District government. \*\* (2 Measures)

		Percent of Priority 1 Maintenance and Repair Requests Completed within 8 Hours	<input type="checkbox"/>	Up is Better	71.6%	80%	91.6%	85%	79.1%	87%	54.3%	87%	94.3%
		Federal Revenue Reimbursement Rate	<input type="checkbox"/>	Up is Better	94.3%	85%	98.1%	95%	99.2%	95%	99.9%	95%	89.8%

We've revisited a project to standardize District wide measures for the Objective "Create and maintain a highly efficient, transparent and responsive District government." New measures will be tracked in FY18 and FY19 and published starting in the FY19 Performance Plan.

▼ 2018 Operations

Operations [Full Report](#) | [Grid Edit](#) | [Email](#) | [More ▼](#) 19 Activities

	Operations Header	Operations Title	Operations Description	Type of Operations	# of Measures	# of Strategic Initiatives	
<b>1 - Upgrade Workforce to Better Serve District's Public Safety Needs. (1 Activity)</b>							
		HUMAN RESOURCES MANAGEMENT	Personnel Services	Human resources management, EEO and diversity management, and training ensure that DOC operates with an adequately staffed, well trained, and diverse workforce. The goal is to support a work-force well capable of providing service delivery for a city-within-a-city that strives to be a benchmark corrections agency.	Daily Service	3	2
<b>TOT</b>					<b>3</b>	<b>2</b>	
<b>2 - Foster Environment That Promotes Safety for Inmates, Staff, Visitors and the Community-at-Large. (9 Activities)</b>							
		INMATE WORK SQUADS	Inmate Work Release Programs	DOC provides opportunities for inmates to serve in community work-squads that provide services such as landscaping for other government agencies such as DGS.	Daily Service	2	0
		COMMUNITY CORRECTIONS	Community Corrections Administration	Provides oversight of inmates placed in privately operated 100% PREA compliant community halfway houses in bed-spaces under contract with DOC. Conducts electronic monitoring where required as a condition of placement. Processes documents for abscond and halfway house escape notifications and subsequent apprehension.	Daily Service	2	0
		INSTITUTIONAL SECURITY AND CONTROL	Facility Security	Facility areas not occupied by inmates 100% of the time also require supervision to ensure safety, security and order for DOC's city within a city. Facility security operations include the command center, relief pool, emergency response team, canine support, key and tool control, rules and discipline, and movement control.	Daily Service	2	0
		INSTITUTIONAL SECURITY AND CONTROL	Central Cell Block Operations	DOC uniformed staff execute 24x7x365 operations of the Central Cell Block, which houses arrestees charged with non-citationable offenses prior to arraignment at court. On-site triage and clinical services and meals are provided. They ensure safe, secure and orderly operations.	Daily Service	2	0
		INSTITUTIONAL SECURITY AND CONTROL	Inmate Records	Inmate records receives, processes, records, files and archives all legal records for inmates committed to DOC custody. Inmate records computes official release dates associated with all misdemeanor sentences under District code, jail credits, and good time credits.	Daily Service	2	0
		INSTITUTIONAL SECURITY AND CONTROL	Housing Unit Supervision	Most of DOC's Correctional Officers provide 24x7x365 supervision of inmates ensures safety, security and order in housing units and conducting rounds according to DOC policy. They inspect cells and other areas to detect and remove contraband. Delivery of meals, commissary, linen exchanges, and mail; recreation, and out-of-cell time are supervised. This supports safe, secure and orderly operation of a humane detention environment.	Daily Service	4	0
		SECURITY ENHANCEMENT	Correctional Surveillance Center	Correctional Surveillance Center operations monitors and reviews surveillance collected from over 650 cameras and other devices to support DOC, and responds to official requests for surveillance to support internal DOC needs as well as law enforcement and criminal justice agencies.	Daily Service	2	0
		INSTITUTIONAL SECURITY AND CONTROL	Inmate Receiving and Discharge	DOC receives daily intakes, processes daily release transactions, and provides daily inmate transport to hearings and appointments from the Inmate Reception Center (IRC) at the CDF. Information required to maintain safe, secure, orderly and humane operating environment is recorded there. Initial health and mental health screening and Medicaid enrollment occur at the IRC. Inmate property is received, searched, and stored for 15 days (after which unclaimed property is destroyed). Initial clothing and linens are issued. Initial intake screening by Case Management is performed at the IRC.	Daily Service	4	0
		INSTITUTIONAL SECURITY AND CONTROL	Inmate Transport	The uniformed staff in the Inmate Transportation Unit provide daily secure transport to and from courts; and, medical and other appointments for DOC inmates. They operate under contract (Inter-Governmental Agreement) with the US Marshals Service.	Daily Service	1	0
<b>TOT</b>					<b>21</b>	<b>0</b>	

<b>TOT</b>					<b>21</b>	<b>0</b>	
<b>3 - Improve Inmate Education, Job Skill Levels, and Facilitate Successful Community Re-integration. (3 Activities)</b>							
		ACCOUNTING OPERATIONS	Inmate Finance and Financial Assistance	These operations supported by the Office of the Chief Financial Officer (OCFO) ensure that inmates receive funds deposited by loved ones so that they can make purchases from the commissary and meet any restorations required as conditions of confinement.	Daily Service	3	0
		INMATE PERSONAL SERVICES	Inmate Personal Services	These include laundry, commissary, mail, property, clothing and linens, and food services that support continuous operations at DOC facilities that house inmates. Many of these operations are carried out by inmates in institutional work-squads supervised by DOC Correctional Officers.	Daily Service	3	0
		INMATE ADJUSTMENT/DEVELOPMENTAL SUPPORT	Inmate Programs and Services	DOC offers programs and services to support connections with the community and community reentry. They include education, recreation, visitation, law library, mobile library services (with DC Public Library), employment readiness unit (with DC Department of Employment Services), religious and volunteer services, women's program and services, juvenile program and services, Residential Substance Abuse Treatment (RSAT), and ReEntry services.	Daily Service	7	3
<b>TOT</b>					<b>13</b>	<b>3</b>	
<b>4 - Maintain/Improve Inmate Physical and Mental Health to Support Successful Community ReEntry. (1 Activity)</b>							
		INMATE HEALTH SERVICES	Health and Mental Health Services	Dually ACA and NCCHC accredited comprehensive health and mental health services are provided at the CDF and CTF. Medical outpost security required to provide supervision for DOC inmates and CCB arrestees requiring outpatient or inpatient care; and, takeovers for any St. Elizabeths' residents requiring hospital care and any MPD arrestee requiring over two (2) hours of care at an area hospital are provided by DOC Correctional Officers. Typically 40-50 full time employees (FTE) are required over and above the 25 FTE officially authorized for this service; the majority are required to supervise MPD arrestees.	Daily Service	5	2
<b>TOT</b>					<b>5</b>	<b>2</b>	
<b>5 - Create and maintain a highly efficient, transparent and responsive District government. ** (5 Activities)</b>							
		EXECUTIVE DIRECTION AND SUPPORT	Executive Direction and Support	The Department of Corrections is a small city within a city that operates 24x7x365. Services that support the DOC executive functions on a daily basis include legal services, federal billing, public affairs, and strategic planning and analysis.	Daily Service	2	0
		AGENCY OPERATIONS SUPPORT	Agency Operations Support	A city-within-a-city that operates 24x7x365 to care for persons under its custody requires fleet management, procurement, contract administration and supply chain management to ensure that people are transported; materials and supplies are provided in a timely manner; and services are provided in accordance with the District's requirements, so that the DOC can deliver high quality services to those it serves.	Daily Service	4	0
		FACILITY SERVICES	Facility Services	Ensuring a safe, secure and functional physical operating environment for over 450,000 sq. ft. of detention space in a 40 year old city-within-a-city that operates 24x7x365 requires daily facility maintenance and repair, facility inspection, construction crew escort, and environmental and sanitation services.	Daily Service	2	0
		MANAGEMENT CONTROL	Management Control	Risk Management, Policy and Procedures, Accreditation and Compliance, Prison Rape Elimination Act Compliance, and Investigative Services together document and support agency accreditation and compliance with laws, audits, standards, and promote implementation of best practices.	Daily Service	3	1
		TECHNOLOGY SUPPORT	Technology Support	It takes a considerable amount of technology, project management, and business process re-engineering to support the daily operations for a city-within-a-city. Together these services assess, plan, implement, and maintain DOC's communication and technology infrastructure; conduct business process assessment; and, implement approved business process re-engineering projects.	Daily Service	3	0
<b>TOT</b>					<b>14</b>	<b>1</b>	
<b>TOT</b>					<b>56</b>	<b>8</b>	

## Vorkload Measures

Vorkload Measures - Operations		Full Report   Grid Edit   Email   More ▼ 56 Measures								
	Measure	New Measure/ Benchmark Year	Numerator Title	Units	FY 2014	FY 2015	FY 2016	FY 2017 Actual	FY 2018 Quarter 1	
<b>1 - Personnel Services (3 Measures)</b>										
		Personnel Actions Processed	<input type="checkbox"/>	Number of Personnel Actions Processed	Number		Not Available	2935	321	
		Number of Training Classes Conducted	<input type="checkbox"/>	Number of Training Classes Conducted	Number		Not Available	112	450	
		Number Trained	<input type="checkbox"/>	Number Trained	Number		Not Available	1369	333	
<b>2 - Central Cell Block Operations (2 Measures)</b>										

<b>2 - Central Cell Block Operations (2 Measures)</b>							
		Arrestees Processed	<input type="checkbox"/>	Arrestees Processed	Number	Not Available	8034 1325
		Arrestees Served by Central Cell Block Clinic	<input type="checkbox"/>	Arrestees Served by Central Cell Block Clinic	Number	Not Available	795 156
<b>2 - Community Corrections Administration (2 Measures)</b>							
		Inmates Reviewed for Placement	<input type="checkbox"/>	Number of Inmates Reviewed for Placement	Number	Not Available	254 79
		Number of Inmates Placed in Halfway Houses	<input type="checkbox"/>	Number of Inmates Placed in Halfway Houses	Number	Not Available	321 100
<b>2 - Correctional Surveillance Center (2 Measures)</b>							
		External Requests Processed	<input type="checkbox"/>	Number of External Requests Processed	Number	Not Available	665 170
		Internal Requests Processed	<input type="checkbox"/>	Number of Internal Requests Processed	Number	Not Available	1121 245
<b>2 - Facility Security (2 Measures)</b>							
		Contraband Seized	<input type="checkbox"/>	Units of Contraband Seized	Units	Not Available	2407 101
		Hearings Conducted	<input type="checkbox"/>	Number of Hearings Conducted	Number	1624	9776 499
<b>2 - Housing Unit Supervision (4 Measures)</b>							
		Average Daily Population	<input type="checkbox"/>	Average Daily Population	Number	Not Available	7219 2029
		Median LOS in Custody	<input type="checkbox"/>	Median Length of Stay in Custody	Days	Not Available	97 46
		Percent of Inmates Charged with Violent or Dangerous Offenses	<input type="checkbox"/>	Percent of Inmates Charged with Violent or Dangerous Offenses	Percent	Not Available	29.7% 44.4%
		Hours of Overtime (OT) Required	<input type="checkbox"/>	Hours of Overtime (OT) Required	Number	Not Available	269,475 15857
<b>2 - Inmate Receiving and Discharge (4 Measures)</b>							
		Annual Intakes	<input type="checkbox"/>	Annual Intakes	Number	11,277	11,974 Annual Measure
		Annual Releases	<input type="checkbox"/>	Annual Releases	Number	11,020	11,852 Annual Measure
		Average Daily Population for DOC	<input type="checkbox"/>	Average Daily Population	Number	1747	1999 Annual Measure
		Median Length of Stay	<input type="checkbox"/>	Median Length of Stay	Days	18	17 Annual Measure
<b>2 - Inmate Records (2 Measures)</b>							
		Documents Processed	<input type="checkbox"/>	Documents Processed	Number	Not Available	68,585 1907
		Sentences Computed	<input type="checkbox"/>	Number of Sentences Computed	Number	Not Available	5907 15877
<b>2 - Inmate Transport (1 Measure)</b>							

<b>2 - Inmate Transport (1 Measure)</b>										
		Hours of Service Provided by Court Transport	<input type="checkbox"/>	Hours of Service Provided by Court Transport	Number	Not Available	34,100	11406		
<b>2 - Inmate Work Release Programs (2 Measures)</b>										
		Number of Inmates who Benefited from Work Release	<input type="checkbox"/>	Number of Inmates who Participated	Number	Not Available	162	61		
		Dollar Value of Service Provided	<input type="checkbox"/>	Dollar Value of Service Provided	Dollars	Not Available	\$241,035	\$53192.3		
<b>3 - Inmate Finance and Financial Assistance (3 Measures)</b>										
		Transactions Processed	<input type="checkbox"/>	Number of Transactions Processed	Number	Not Available	490,921	8394		
		Dollar Value of Transactions Processed	<input type="checkbox"/>	Dollar Value of Transactions Processed	Dollars	Not Available	\$2,966,148.4	\$145775		
		Number of Inmates Provided Financial Assistance	<input type="checkbox"/>	Number of Inmates Provided Financial Assistance	Number	Not Available	4496	1001		
<b>3 - Inmate Personal Services (3 Measures)</b>										
		Meals Served	<input type="checkbox"/>	Meals Served	Number	Not Available	2,234,365	573300		
		Number of articles of clothing issued	<input type="checkbox"/>	Number of articles of clothing issued	Number	Not Available	17,862	6252		
		Dollars of Inmate Commissary Items Delivered	<input type="checkbox"/>	Dollars of Inmate Commissary Items Delivered	Dollars	Not Available	\$1,611,152.5	\$535562.8		
<b>3 - Inmate Programs and Services (7 Measures)</b>										
		Inmates Served by District of Columbia Public Schools (DCPS)	<input type="checkbox"/>	Inmates served by DCPS	Number	17	15	135	115	50
		Library Books Issued by Mobile Library	<input type="checkbox"/>	Number of Library Books Issued by Mobile Library	Number	Not Available	13,134	5865		
		Inmates Served by Law Library	<input type="checkbox"/>	Number of Inmates Served by Law Library	Number	Not Available	4672	2493		
		Video Visits Conducted	<input type="checkbox"/>	Number of Video Visits Conducted	Number	Not Available	42,585	12620		
		Face-to-Face Visits Conducted	<input type="checkbox"/>	Number of Face to Face Visits Conducted	Number	Not Available	1828	501		
		Inmates between 16 and 22 years of age served by DCPS	<input checked="" type="checkbox"/>	Number of 16 - 22 year olds served by DCPS	Number	New Measure	New Measure	50		
		Inmates over 23 years old served by DCPS	<input checked="" type="checkbox"/>	Number of inmates older than 23 years served by DCPS	Number	New Measure	New Measure	No applicable incidents		
<b>4 - Health and Mental Health Services (5 Measures)</b>										
		Hours of Overtime (OT) Required for Takeovers and Medical Outposts	<input type="checkbox"/>	Hours of Overtime	Hours	Not Available	55,393.1	18588.8		
		Intakes with Active Diagnoses of Mental Illness	<input type="checkbox"/>	Number of Intakes with Active Diagnoses of Mental Illness	Number	Not Available	1884	339		
		Intakes with Active Substance Abuse Disorder Diagnoses	<input type="checkbox"/>	Number of Intakes with Active Substance Abuse Disorder Diagnoses	Number	Not Available	5744	854		
		Inmates served by Acute Mental Health Unit	<input type="checkbox"/>	Number of Inmates Served by AMHU	Number	Not Available	984	218		

4 - Health and Mental Health Services (5 Measures)								
		Hours of Overtime (OT) Required for Takeovers and Medical Outposts	<input type="checkbox"/>	Hours of Overtime	Hours	Not Available	55,393.1	18588.8
		Intakes with Active Diagnoses of Mental Illness	<input type="checkbox"/>	Number of Intakes with Active Diagnoses of Mental Illness	Number	Not Available	1884	339
		Intakes with Active Substance Abuse Disorder Diagnoses	<input type="checkbox"/>	Number of Intakes with Active Substance Abuse Disorder Diagnoses	Number	Not Available	5744	854
		Inmates served by Acute Mental Health Unit	<input type="checkbox"/>	Number of Inmates Served by AMHU	Number	Not Available	984	218
		Inmates Served by the Mental Health Step Down Unit	<input type="checkbox"/>	Number of Inmates Served by MHSDU	Number	Not Available	116	22
5 - Agency Operations Support (4 Measures)								
		Total Dollar Value of Supply Chain Managed through DOC Warehouse	<input type="checkbox"/>	Dollar Value of Supplies Managed by DOC Warehouse	Dollars	Not Available	\$5,015,789.4	\$1373805.7
		Vehicle Inspections Conducted	<input type="checkbox"/>	Vehicle Inspections Conducted	Number	Not Available	345	83
		Requisitions Submitted	<input type="checkbox"/>	Requisitions Submitted	Number	Not Available	306	113
		Procurements Processed	<input type="checkbox"/>	Number of Procurements Processed	Number	Not Available	285	108
5 - Executive Direction and Support (2 Measures)								
		FOIA Requests Processed	<input type="checkbox"/>	Number of FOIA Requests Processed	Number	Not Available	459	174
		DOC Per-Inmate Per Day Incarceration Cost	<input type="checkbox"/>	Dollars per Inmate Per Day	Dollars	\$228.4	\$218.3	Annual Measure
5 - Facility Services (2 Measures)								
		Total Workorders Recorded	<input type="checkbox"/>	Workorders Recorded	Number	Not Available	10,667	2650
		Number of Facility Inspections Conducted	<input type="checkbox"/>	Facility Inspections Conducted	Number	12,812	8062	571
5 - Management Control (3 Measures)								
		Policies and procedures reviewed and approved	<input type="checkbox"/>	Policies and Procedures Reviewed and Approved	Number	Not Available	72	33
		Background Investigations Conducted	<input type="checkbox"/>	Number of Background Investigations Conducted	Number	Not Available	161	106
		ACA Compliance Audits Conducted	<input type="checkbox"/>	ACA Compliance Audits Conducted	Number	Not Available	123	22
5 - Technology Support (3 Measures)								
		Helpdesk Requests Processed	<input type="checkbox"/>	Helpdesk Requests Processed	Number	3484	4127	1020
		Communication Devices Supported	<input type="checkbox"/>	Communication Devices Supported	Number	Not Available	907	3540
		All Other IT Devices Supported	<input type="checkbox"/>	All Other IT Devices Supported	Number	Not Available	7961	4704

## 2018 Initiatives

Strategic Initiatives		Full Report   Grid Edit   Email   More ▾ 8 Strategic initiatives					
	Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date	Add Initiative Update	# of Initiative Updates	Needs Initiative Update Notification	
<b>Health and Mental Health Services (2 Strategic Initiatives)</b>							
	<a href="#">Develop and Implement Women's Mental Health Treatment Community Unit</a>	DOC will work with its mental health services provider to plan, develop and implement a mental health treatment community housing unit providing both acute mental health and step down programming for women. This will ensure that women inmates are provided mental health programming options on par with those provided to men. This will be implemented by 09/30/2018.	09-30-2018		1		
	<a href="#">Seek NCCHC Reccreditation</a>	DOC will seek reccreditation for its inmate health services through the National Commission on Correctional Health Care (NCCHC). It will successfully achieve reccreditation by June 2018.	06-30-2018		1		
<b>TOT</b>					<b>2</b>		
<b>Inmate Programs and Services (3 Strategic Initiatives)</b>							
	<a href="#">Implement Portal of Entry Pilot</a>	DOC will work with the Mayors Office on Returning Citizen's Affairs, Department of Behavioral Health, Department of Employment Services, Department of Motor Vehicles, and the Department of Human Services, as well as other partners to pilot a portal of entry to provide a single physical location to connect recently released persons to important post-release services such as housing, employment, education, health care, vital documents, and substance use/mental health aftercare. The Portal of Entry pilot will go live by 09/30/2018.	09-30-2018		1		
	<a href="#">Implement Women's Work Readiness Programming with Department of Employment Services</a>	DOC will partner with DOES to provide work readiness programming to women so that participants are better prepared to participate productively in the workforce upon release. Participants will connect to Project Empowerment and DOES resources upon release. This will be implemented by 09/30/2018.	09-30-2018		1		
	<a href="#">Collaborate with the University of District of Columbia and Office of the State Superintendent of Education to provide Remedial and Certification Training</a>	DOC will collaborate with the University of the District of Columbia and Office of the State Superintendent of Education to offer training that leads to professional certification, including remedial training/occupational literacy necessary for applicants to benefit from the professional certification curricula. This will be implemented by 09/30/2018.	09-30-2018		1		
<b>TOT</b>					<b>3</b>		
<b>Management Control (1 Strategic Initiative)</b>							
	<a href="#">Seek ACA Accreditation</a>	DOC will seek ACA initial accreditation as a single unified correctional operation or alternatively prepare for ACA reccreditation at CDF and initial accreditation of the CTF in October 2018, during FY 2018. DOC will achieve ACA accreditation for its detention facilities by April 30, 2019.	04-30-2019		1		
<b>TOT</b>					<b>1</b>		
<b>Personnel Services (2 Strategic Initiatives)</b>							
	<a href="#">Draft Professional Development Training Curriculum</a>	Professional development training curriculum will be drafted for major job categories so that employees can continue to continuously develop the skills they need to more effectively perform their jobs and grow as professionals. This is expected to be a 2 year effort, with curricula for specialized job categories to be developed by 09/30/2018.	09-30-2018		1		
	<a href="#">Hire Additional FTEs to Improve Agency Operations</a>	In Fiscal Year 2018, the Department of Corrections will hire 71 additional FTEs to augment their staff and improve their operations in pursuit of the agency's mission. The initiative will be completed by September 30, 2018.	09-30-2018		1		
<b>TOT</b>					<b>2</b>		
<b>TOT</b>					<b>8</b>		

## 2018 Initiative Updates

Initiative Updates		Full Report   Grid Edit   Email   More ▾ 8 Initiative Updates						
	Strategic Initiative Title	Initiative Status Update	% Complete to date	Confidence in completion by end of fiscal year (9/30)?	Status of Impact	Explanation of Impact	Supporting Data	Quarters
<b>Collaborate with the University of District of Columbia and Office of the State Superintendent of Education to provide Remedial and Certification Training (1 Initiative Update)</b>								
	<a href="#">Collaborate with the University of District of Columbia and Office of the State Superintendent of Education to provide Remedial and Certification Training</a>	UDC currently offers an industry recognized certification training program in Guest Services.	0-24%	High	Incremental	Incremental progress is underway on the initiative; there is no significant measurable impact to date.		Q1

## 2018 Initiative Updates

Initiative Updates

Full Report | Grid Edit | Email | More ▼ 8 Initiative Updates

Strategic Initiative Title	Initiative Status Update	% Complete to date	Confidence in completion by end of fiscal year (9/30)?	Status of Impact	Explanation of Impact	Supporting Data	Quarters
<b>Collaborate with the University of District of Columbia and Office of the State Superintendent of Education to provide Remedial and Certification Training (1 Initiative Update)</b>							
<a href="#">Collaborate with the University of District of Columbia and Office of the State Superintendent of Education to provide Remedial and Certification Training</a>	UDC currently offers an industry recognized certification training program in Guest Services.	0-24%	High	Incremental	Incremental progress is underway on the initiative; there is no significant measurable impact to date.		Q1
<b>Develop and Implement Women's Mental Health Treatment Community Unit (1 Initiative Update)</b>							
<a href="#">Develop and Implement Women's Mental Health Treatment Community Unit</a>	This initiative is currently in the planning stage.	0-24%		None	None at this time.		Q1
<b>Draft Professional Development Training Curriculum (1 Initiative Update)</b>							
<a href="#">Draft Professional Development Training Curriculum</a>	Curriculum Development underway	0-24%	High	Incremental	Incremental progress is underway on the initiative; There is no significant impact to date.		Q1
<b>Hire Additional FTEs to Improve Agency Operations (1 Initiative Update)</b>							
<a href="#">Hire Additional FTEs to Improve Agency Operations</a>	DOC has 46 new hires to date.	50-74%	High	Incremental	We are 64.7% to our goal of 71 new hires by September 30, 2018.		Q1
<b>Implement Portal of Entry Pilot (1 Initiative Update)</b>							
<a href="#">Implement Portal of Entry Pilot</a>	DOC received FY18 funding for the Portal of Entry. A program manager and support staff have been hired. Planning for implementation, including policies and procedures is underway.	0-24%	High	None	The Portal pilot has not yet been implemented so it is not yet possible to measure impact.		Q1
<b>Implement Women's Work Readiness Programming with Department of Employment Services (1 Initiative Update)</b>							
<a href="#">Implement Women's Work Readiness Programming with Department of Employment Services</a>	This Initiative is in the planning stages.	0-24%		None	The initiative has not yet been implemented.		Q1
<b>Seek ACA Accreditation (1 Initiative Update)</b>							
<a href="#">Seek ACA Accreditation</a>	CDF ACA files for 2016 are 100% and for 2017 are 98% complete; CDF ACA files for 2017/2018 are 10% complete. OAC continues to build files and conduct audits in both facilities. DOC is on track in its preparation for the pre-accreditation audit later this year.	0-24%	High	Incremental	The initiative is on track, and incremental progress is as expected.		Q1
<b>Seek NCCHC Reaccreditation (1 Initiative Update)</b>							
<a href="#">Seek NCCHC Reaccreditation</a>	A site visit is scheduled with reaccreditation results expected to be available in May 2018.	0-24%	High	Incremental	Incremental progress is underway on the initiative; the initiative is on-track to be completed on time.		Q1

## Administrative Information

FY Performance Plan Department of Corrections FY2018 Record ID# 507

Performance Plan ID 381

**WORKING CONDITIONS**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**DISTRICT OF COLUMBIA GOVERNMENT**  
**DEPARTMENT OF CORRECTIONS**  
**AND**  
**FRATERNAL ORDER OF POLICE –**  
**DEPARTMENT OF CORRECTIONS LABOR**  
**COMMITTEE**

**Effective FY 2016 through FY 2019**

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## **PREAMBLE**

### **Section A**

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

### **Section B:**

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

### **Section C:**

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

### **Section D:**

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

## **ARTICLE 1: RECOGNITION**

### **Section A:**

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

#### **UNIT:**

"All employees of the D.C. Department of Corrections excluding managerial employees, confidential employees, supervisors, temporary employees,

physicians, dentist and podiatrist, institutional residents (inmates) employed by the Agency, or any employees employed in personnel work in other than a purely clerical capacity and employees engaged in administering provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.”

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

## **ARTICLE 2: MANAGEMENT RIGHTS**

### **Section A:**

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

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

### **Section B:**

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

**Section C:**

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

**ARTICLE 3:                   EMPLOYEE RIGHTS**

**Section A:**

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

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

**Section B:**

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

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

relevant either to the interpretation of the collective bargaining agreement or to the adjustment of other grievances.

**Section C:**

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

**Section D:**

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

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

**Section E:**

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

**Section F:**

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

**Section G:**

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

**ARTICLE 4: UNION SECURITY AND DUES DEDUCTIONS**

**Section A:**

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

**Section B:**

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

**Section C:**

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

**Section D:**

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

**Section E:**

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

**Section F:**

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

**Section G:**

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

**Section H:**

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

**Section I:**

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

**Section J:**

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

**Section K:**

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

**ARTICLE 5: UNION-MANAGEMENT MEETINGS**

**Section A:**

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

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

**Section B:**

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

**Section C:**

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

**Section D:**

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

**Section E:**

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

**Section F:**

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

**Section G:**

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

**ARTICLE 6      EQUAL EMPLOYMENT OPPORTUNITY**

**Section A: General Provisions:**

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

**Section B: Equal Employment Practices:**

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

**Section C:**

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

**Section D: Discrimination Charges:**

Any charges of discrimination shall be presented to the appropriate administrative Agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

**ARTICLE 7                      OFFICIAL TIME**

**Section A: Number of Representatives:**

1. Members of the Executive Board and Chief Stewards shall be allowed up to four (4) hours per day to engage in representational activities as defined in Section E of this Article and the Official Time Form. Requests for official time shall be made in accordance with the procedures outlined in Section D.
2. Authorized employee Union representatives shall be allowed a reasonable amount of official time to engage in representational activities as defined in Section E of this Article, as outlined on the Official Time Form. Requests for official time shall be made in accordance with the procedures in Section D. Employee union representatives requesting official time shall submit the Official Time Form (Attachment 1) at the time a request for official time is made.

**Section B: Designation of Representatives:**

1. The Union agrees to provide, in writing, the Agency and the Office of Labor Relations and Collective Bargaining (OLRCB) with a written listing of its officers and stewards along with a copy of its Constitution and by-laws. Those Union officers and stewards (authorized employee union representatives) provided for in the Union's Constitution and by-laws shall be eligible for official time. The listing and changes thereto normally will be submitted to the Agency's Labor Relations Liaison or other designated official at least two (2) workdays prior to the assumption of representational responsibilities by any new officers, stewards or other representatives. If an official is not on the list of designated representatives and is needed prior to the two (2) days' notice, the Union Chairperson shall notify the Agency head or his/her designee by phone, facsimile or email before the official will be recognized. The Agency will not recognize any official/representative who is not listed as required or for whom notification was not provided in accordance with this Section.

2. This Agreement shall not be interpreted in any manner which interferes with the Union's right to designate representatives of its own choosing on any particular representational matter.
3. The Union's Chairperson will be provided reasonable notice prior to any change in shift assignments of duly appointed stewards. The Union will also be notified prior to the organization of new shifts that would affect the members of the unit. For permanent changes in shift assignments of any duly appointed stewards, at least five (5) days' notice will be provided.
4. Employees requested to appear at meetings and conferences at the request of District, U.S., or management officials, or pursuant to a request from the D.C. Council, D.C. Department of Human Resources or the U.S. Congress, shall not be charged annual leave for such purposes and shall be provided administrative leave to the extent consistent with law and regulation. Correctional Officers receiving such a request to appear shall immediately notify the Major on duty non-uniform staff shall immediately notify their Office Chief and upon request of the Major or Office Chief, provide a copy of the request to appear or other appropriate evidence sufficient to allow the supervisor to approve or deny the request.
5. Any designated DOC representative(s) designated by the individual union member must be on active duty status.

**Section C: Performance Appraisals:**

1. No Union representative will be disadvantaged in the assessment of his/her performance based on his/her use of official time when conducting labor-management business authorized by this Article. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement.
2. At the beginning of the rating year or when the Union representative is initially appointed, performance expectations will be discussed between the supervisor and the union representative. Additionally, the supervisor and the Union representative will meet at least quarterly to discuss needed adjustments to workload and representational needs, based upon documented use of official time.
3. The parties understand that every employee, irrespective of union status must perform the duties and responsibilities of their official position and be evaluated based on the employees official position of record. Notwithstanding, the performance of Union representatives will be rated on the basis of prorated work time; i.e., the work performed in available work time after official time has been subtracted.

**Section D: Requests for Official Time:**

1. All official time for all Union representatives must be requested and approved in advance consistent with workload requirements except when exceptional circumstances (e.g., unscheduled meetings called by management where the Union's attendance is requested, representation of employees in interviews or circumstances where the employee might be subject to discipline) do not allow for advance approval.
2. The Union representative will request authorization from his or her supervisor. The Union representative will indicate to the supervisor or designee, on the "Official Time" form the general nature of the representational activity, including when the representational activity will take place, where the issue is to be addressed and the approximate length of time he or she believes is required.
3. All advance requests for official time are understood to be estimates. Whenever it becomes evident that the activity for which official time was approved will extend beyond the time initially approved, the union representative must call his/her immediate supervisor to request, and seek approval, for additional time.
4. The Union will complete the form to accurately depict the actual official time used in a timely manner.
5. Workload needs will be balanced with official time requests prior to approval consistent with Subsection 1 above. The Union will be provided with an explanation as to the reason why a request for official time to engage in an activity for which official time is authorized under this Article is denied.
6. All affected employees (e.g., grievants, representatives, witnesses, and appellants) whose presence has been determined to be necessary at relevant proceedings (including hearings, meetings, arbitrations, or other labor-management business) will receive necessary official time to travel to and from the proceedings.

**Section E: Official Time for Representational Activity:**

1. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted up to four (4) hours of official time to investigate and conduct representational functions in accordance with the provisions of this Article.

2. For the purpose of this Article, "representational functions" means those authorized activities undertaken by employee union representatives on behalf of other employees or the Union pursuant to representational rights under the terms of this Agreement and District of Columbia law. Activities for which official time will be authorized are outlined below and listed on the Official Time Form:
- a. Labor negotiations;
  - b. Discussion with management representatives concerning personnel policies, practices and matters affecting working conditions;
  - c. Any appeal proceedings or other forum in which the Union is representing an employee or the Union pursuant to its obligations under the collective bargaining agreement, regulation or law;
  - d. Grievance meetings and arbitrations;
  - e. EEO complaint settlements and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedures or if the Union is representing the employee;
  - f. A disciplinary or adverse action oral reply meeting if the Union is designated as a representative of the employee;
  - g. Any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as a representative of the employees;
  - h. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the District Personnel Manual and the employee has requested representation;
  - i. Information consultation meetings between the Agency and the Union;
  - j. Conferring with affected employees about matters for which remedial relief is available under the terms of this agreement;
  - k. Attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement; and
  - l. Attendance at Agency recognized/sponsored activities to which the Union has been invited.

- m. To effectuate contacts with the Mayor, the D.C. Council, or the United States Congress.
  - n. In addition, whenever members of the Executive Board make a request to attend seminars and conferences sponsored by regional, national or international labor relations professional organizations, the Union's Chairperson will provide the agenda for the seminar or conference to allow the Agency to review and respond to the request. After reviewing the request, if the information to be provided at the seminar or conference is intended to improve labor management relationship and the employees' understanding of labor relations and collective bargaining, the Agency will provide the requesting employee(s) with no more than 50% of the total time requested and the employee will be required to use annual leave or compensatory leave for the remaining 50% of the time needed. No Executive Board Member shall be granted more than 40 hours under this Section each calendar year.
3. Official time shall not include time spent on internal Union business, including, but not limited to:
- a. Attending Union meetings;
  - b. Soliciting members;
  - c. Collecting dues;
  - d. Posting notices of union meetings;
  - e. Carrying out elections;
  - f. Preparing and distributing internal Union newsletters or other such internal documents; and
  - g. Internal union strategy sessions for appeals, administrative hearings or arbitration proceedings.
4. The employee requesting official time for any of the purposes set forth on the Official Time form will advise his/her immediate supervisor or designee of the estimated time for such activities and the time of return to the workstation and assigned duties.

**Section F:**

Upon ratification and approval of this Agreement, the parties shall jointly prepare the training materials to conduct training concerning official time and other aspects of this Agreement for supervisors, representatives and employees.

**Section G:**

The shop steward shall be afforded the opportunity with prior notice of the topics to address unit employees at roll call to explain labor-management business unless conditions in the institution dictate otherwise. Such time shall not exceed five (5) minutes and may be utilized up to three (3) times per week, per shift.

**Section H:**

Stewards assigned tours of duty other than day shift and scheduled days off shall have their assigned tour of duty and scheduled day off (if applicable) changed to coincide with the time of a grievance hearing. However, no overtime or other such form of compensation shall be allowed for attendance at such hearing.

**Section I:**

This Article does not preclude employees from selecting someone other than a Union representative (excluding management and supervisory officials) to represent him/her in a grievance, except that no rival organization may represent an employee in the negotiated grievance procedure, and provided that if a Union representative is not used, a representative of the exclusive labor organization must be given an opportunity to be present at any meeting held to resolve the grievance.

**ARTICLE 8                      USE OF OFFICIAL FACILITIES AND SERVICES**

**Section A:**

The Agency agrees to permit distribution of Union notices and circulars substantially related to workplace issues to unit employees through regular distribution procedures provided that the Union receives prior approval from the Agency. Information distributed by the Union will not be used to derogate the Agency or the District in any way.

**Section B:**

The Agency agrees to provide meeting facilities if available upon request to the Director or Warden. Any cost incurred for the cleaning or maintenance of such facilities after such meeting will be borne by the Union.

**Section C:**

Under no circumstances will Agency manpower, equipment or supplies be utilized in support of or for internal Union business.

**Section D:**

The Agency agrees to provide a private area for the employees and Union representative when engaging in grievance handling.

**Section E:**

1. A copy of the Agency Program Statements, Orders and Institutional/-Facilities directives and DCHR's rules and regulations concerning terms and conditions of employment of the bargaining unit will be provided to the Labor Committee, upon request, if not readily available online on the Agency's or DCHR's website.
2. Nothing in this Article shall be interpreted to preclude either the Union's right to or the Employer's obligation to engage in impact and effects bargaining concerning the exercise of management's rights if requested by the Union as permitted by law.

**Section F:**

The Agency agrees to designate at least one (1) secured bulletin board for the exclusive use of the Union in the Jail in a conspicuous work area. The Union shall provide to the Agency, prior to posting, a copy of the materials to be posted. Bulletin board postings must be readily identifiable as official Union literature by the use of letterhead, logo or signature of the Union official.

**Section G:**

Upon reasonable request from the Union, the Agency shall make available to the Union, as required by law, any information, statistics and records relevant to negotiations or necessary for proper enforcement of the terms of this Agreement. The Parties shall comply in writing to such requests within a reasonable period, not to exceed thirty (30) days, and barring emergencies or exigent circumstances. The requirements listed herein shall preclude the Union from making the same document request under FOIA laws, where the information is provided under the CBA. Requests for information to prepare for a grievance or unfair labor practice hearing shall be made as far in advance as possible, but no later than two weeks prior to any scheduled hearing, to allow the Agency to review, respond to and gather any information to which the Union is entitled.

## **ARTICLE 9                   EMPLOYEE ROSTERS**

### **Section A:**

Upon written request to the Labor Liaison, on a quarterly basis, the Union will be provided with the list of names, titles and grades of unit employees by institution and offices.

### **Section B:**

Upon written request to the Labor Liaison, (no more than one request per calendar month), the Union will be provided, by each institution and office a list of names, titles, and grades of unit employees appointed, separated, detailed (including details to higher positions), promoted (including temporary promotions) or transferred during the preceding calendar month. The Agency shall include the effective dates of the above actions and the projected duration dates, if applicable.

## **ARTICLE 10                   GRIEVANCE PROCEDURE**

### **Section A – Purpose and Definition:**

1. The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation, misapplication or misinterpretation of the terms of this Agreement or the applicable Compensation agreement or final disciplinary actions taken (written admonition, corrective or adverse action) shall constitute a grievance under provisions of this grievance procedure. Any other employee appeals or complaints shall be handled exclusively by the appropriate administrative agency.
2. Unless stated otherwise, for purposes of this Agreement, notice by the Union shall be effective when it is received in writing by facsimile or electronic mail or date of receipt by the Department of Corrections sent via first class mail.

### **Section B – Categories:**

1. **Personal: An Individual's Grievance.** A grievance filed by an employee with or without the employee being represented by the Union. In the case of a grievance proceeding without Union representation, the Union must be given the opportunity to offer its view at any meeting held to adjust the grievance before final settlement or resolution. In the case of a grievance with Union representation, the remaining provisions of Article 10, Section B apply.

2. **Group:** A grievance involving at least two employees in one of the following Divisions: (1) Management and Support Administration and (2) Operations Administration. The signature of each member of the group is required.
3. A group grievance must contain all the information specified in Section C, Step 2 of this Article of the grievance procedure. A sufficient description of the group shall accompany the grievance. Group grievances will be processed only if the issue(s) raised is common to all employees in the group. This kind of grievance may be filed at whatever step resolution is possible.
4. **Class:** A grievance involving all the employees in the bargaining unit. It must be filed and signed by the Union Chairperson or designee at Step 4 of the Grievance procedure. Grievances so filed will be processed only if the issues raised are common to all unit employees.
5. A class grievance must contain all information specified in Section C, Step 2 of this Article of the Grievance procedure. The Director, or his/her designee, shall respond in writing within twenty-one (21) calendar days of receipt of the grievance.

#### **Section C – Procedure:**

1. **Step 1:** The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's immediate supervisor within ten (10) calendar days of the occurrence of the event giving rise to the grievance or within ten (10) calendar days of the employee's knowledge of such event, whichever is later. The supervisor will make a decision on the grievance and reply to the employee and his/her representative within five (5) business days after oral presentation of the grievance. In unusual circumstances, where the grievant cannot be physically present, a Union representative, authorized in writing by the Grievant, may present the grievance at this Step without the Grievant present.
2. **Step 2:** If the grievance is not settled, the aggrieved employee, with or without his/her Union representative, shall submit a signed, written grievance to the Warden or the appropriate Office Chief within seven (7) business days following the date the response to the oral grievance is due. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this and at every further step shall contain:

- a. A statement of the specific provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted;
  - b. The date or dates on which the alleged violation, misapplication or misinterpretation occurred;
  - c. A brief description of how the alleged violation occurred;
  - d. The specific remedy or adjustment sought;
  - e. Authorization for the Union, if desired by the employee, to act as his/her representative in the grievance; and
  - f. The signature of the aggrieved employee(s) and the Union if applicable, according to the category of the grievance.
3. Should the grievance not contain the required information, the Grievant shall be notified and given five (5) business days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the five (5) business day period shall void the grievance.
  4. The Warden or Office Chief shall respond to the employee in writing, within seven (7) calendar days of receipt.
  5. **Step 3:** If the grievance remains unsettled, the employee shall submit the grievance to the Deputy Director within five (5) business days following the employee's receipt of the response of the Warden or Office Chief. The Deputy Director must respond in writing within seven (7) business days of receipt.
  6. **Step 4:** If the grievance remains unsettled, the employee or the Union (as appropriate) shall submit it to the Director within five (5) business days following the receipt of the response of the Deputy Director. Within fifteen (15) calendar days of receipt, the Director will respond in writing to the grievance.
  7. **Step 5:** If the grievance remains unresolved, the Union, within fifteen (15) calendar days from receipt of the Director's response or when the response was due, shall notify the Director and OLRCB in writing indicating whether the Union intends to request grievance mediation or arbitration of the matter on behalf of the employee(s). Only the Agency or the Union may refer a grievance to arbitration. If a party does not request a panel of arbitrators within ten (10) business days after notifying the Director and OLRCB of its intention to arbitrate the matter, then the Director's decision is final and binding.

## **Section D – Grievance Mediation:**

1. The purpose of this Grievance Mediation procedure is to provide an innovative method by which the parties may mutually reach satisfactory solutions to the grievance prior to the invocation of arbitration. The parties recognize the necessity of carefully considering the circumstances of the particular grievances in deciding whether to utilize this procedure. This procedure, while broadening the channels of grievance resolution, must comply with District of Columbia laws, rules, regulations and the negotiated grievance procedure and shall only be invoked upon mutual agreement of the parties in writing on a case-by-case basis.
  
2. **Selection**
  - a. Within ten (10) calendar days of the Union's request for grievance mediation pursuant to Step 5 of the grievance procedure or after the Agency provides notice to the Union of its desire to mediate a matter, a joint request shall be submitted to the Federal Mediation and Conciliation Service (FMCS) or other appropriate authority that provides grievance mediation services, with which the parties jointly agree. The mediator selected must have demonstrated expertise in public sector labor relations and in grievance mediation.
  
  - b. The mediation session must commence within forty-five (45) calendar days of the Agreement to mediate. If the matter is not scheduled for a mediation session within the forty-five (45) calendar day period, OLRCS and the Union shall select an arbitrator consistent with the terms of this Agreement.
  
3. **Mediation Procedure**
  - a. Each party shall have representation at the mediation session.
  
  - b. The grievant(s) shall be present and participate at the mediation session. In the case of a class or group grievance, a maximum of three (3) grievants shall be present as representatives of the class or group. The number of class or group representatives is in addition to a union representative who may be designated by the Union to attend the hearing.
  
  - c. Mediation sessions shall be informal: the rules of evidence shall not apply.
  
  - d. The mediation session shall be confidential. No record of the session shall be made.

- e. During the session, the mediator may meet individually or jointly with participants, however, he/she is not authorized to compel or impose a settlement.
- f. The mediation session shall not exceed one (1) day unless the parties agree otherwise.

**4. Mediation Conclusion**

- a. The parties shall sign their respective copies of the Settlement Agreement.
- b. Should both parties accept the settlement, it shall not have precedent setting value unless mutually agreed to on a case-by-case basis.
- c. If at the end of any scheduled mediation sessions and/or any further negotiations the parties have failed to resolve the matter, the arbitration proceedings in accordance with Section 3 may be invoked by the Union or the Agency within five (5) business days of the termination of the mediation session.
- d. The mediator shall be barred from arbitrating the grievance in a subsequent arbitration proceeding or testifying in a subsequent arbitration proceeding or other hearings on the matter.
- e. Documentation pertaining solely to the Mediation Process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any arbitration proceeding.
- f. The parties shall share the fees and expenses of the mediator/mediation equally.

**Section E – Arbitration:**

- 1. The parties agree that arbitration is the method of resolving grievances that have not been satisfactorily resolved pursuant to the Grievance Procedure or Grievance Mediation.
- 2. Provided however, if either party refuses to arbitrate because of its assertion that no valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of the collective bargaining agreement, the arbitrator shall not have any jurisdiction or authority to rule on the matter. The party disputing such assertion may request the D.C. Superior Court to compel arbitration on the



matter. Disputes of procedural arbitrability shall be heard by the Arbitrator prior to a hearing on the merits.

3. If the parties fail to agree on a joint stipulation of issue(s), the issue shall be framed by the Arbitrator after hearing the position on the issue(s) from both parties.
4. The rules of the Federal Mediation and Conciliation Services (FMCS) shall apply to arbitrations conducted pursuant to this Article.
5.
  - a. During the first year this Agreement is in effect, the Parties agree to establish a permanent panel of nine (9) arbitrators to arbitrate grievances arising under this Agreement. The panel of arbitrators is attached to this Agreement as Attachment 2. The Parties agree that this panel shall be the exclusive panel from which arbitrators will be selected during the first year this Agreement is in effect.
  - b. No later than 30 calendar days after the end of the first year that this Agreement is in effect, the Parties will meet to decide whether they will continue with the permanent panel (including any amendment(s) thereto) of arbitrators or revert to the selection method outlined in the Agreement that was in effect December 19, 2002 through September 30, 2005. The Parties' decision will be memorialized and an appropriate amendment will be made to this Agreement.
  - c. If the during the time the parties are reviewing the arbitration selection provisions of this Article they need to select an arbitrator, the Parties will select from the permanent panel until they have finalized their decision regarding the method of arbitration selection.
6. Within ten (10) calendar days of either party providing notice of its desire to arbitrate an issue, the responding party shall initiate selection of an arbitrator, from the established panel, with the other party. The parties will agree to one (1) of the names on the established panel by alternately striking a name from the panel until one (1) remains. The privilege of first strike shall be determined by a coin toss or other mutually agreeable random method.
7. Once an arbitrator is selected, the Parties shall propose dates to the arbitrator or notify the arbitrator to provide potential dates to hold the

hearing. Once an arbitrator has been selected, the party requesting arbitration will provide the section of the grievance procedure requiring the arbitrator to render his/her decision within thirty (30) calendar days after the conclusion of the arbitration hearing or within thirty (30) calendar days after the arbitrator receives briefs, if filed, whichever is later and requests that the arbitrator confirm in writing that he/she will be able to render a decision within thirty (30) calendar days after the stated events, as required by the parties agreement. Should the arbitrator selected confirm that he/she will be unable to render a decision within thirty (30) calendar days or within a reasonable time thereafter, the parties will jointly select a different arbitrator from the permanent panel. If the arbitrator selected does not provide his/her decision within the timeframe specified in this agreement, any decision rendered by the arbitrator after the date on which his/her decision was due, will be implemented as if received on the date the decision was due.

8. Hearings shall be held in the Office of Labor Relations and Collective Bargaining Negotiation Center or another mutually-agreeable location. If any additional costs are involved, they shall be borne equally by the parties.

#### Section F:

1. Absent mutual agreement by the Parties, the arbitrator shall hear and decide only one (1) grievance appeal in each case unless substantially similar issues are involved. In such circumstances cases shall be consolidated for arbitration upon agreement of the parties.
2. The hearing shall not be open to the public or persons not immediately involved unless all parties mutually agree to such. All parties shall have the right, at their own expense, to legal and/or stenographic assistance at this hearing arising under this Article.
3. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his/her decision solely to the precise issue(s) submitted for arbitration.
4. The arbitrator shall render his/her decision in writing, setting forth his/her opinion and conclusions on the issues submitted within thirty (30) calendar days after the conclusion of the hearing or after the arbitrator receives the parties' briefs, if any, whichever is later. Absent mutual agreement by the parties, the arbitrator shall set the deadline for timely submission of briefs. Absent an appeal of the arbitrator's decision, the decision of the arbitrator

shall be binding upon both parties and all employees during the life of this Agreement.

5. All interim earnings will be deducted from any back pay award.
6. A statement of the arbitrator's fee and expenses shall accompany the award. The parties shall share the fee and the expenses of the arbitrator equally.
7. Appeals of the arbitration awards shall be made in accordance with District of Columbia law. Absent the filing of an arbitration review request with the Public Employee Relations Board, the Agency shall comply with the decision, within 30 calendar days after the deadline for filing an arbitration review request. The Agency will ensure that arbitration awards are implemented consistent with the arbitrator's order and pursuant to applicable DPM rules and requirements.

**Section G: General:**

1. No matter shall be entertained as a grievance unless raised within ten (10) calendar days of the occurrence of the event giving rise to the grievance, or within ten (10) calendar days of the employee's knowledge of the occurrence of the event giving rise to the grievance
2. Any unsettled grievance not advanced to the next step by the employee, or in the event of a class or group grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned. If the Agency does not respond within the time limit specified at each Step, the employee may invoke the next Step, treating the lack of response as a denial of the grievance.
3. For all provisions of this Agreement, all time limits must be strictly observed unless the parties mutually agree to extend said time limits barring emergencies or exigent circumstances. "Day" means calendar days unless otherwise noted herein. Business Days means Monday through Friday and excludes Saturday, Sunday, legal holidays and days when the Agency (or certain divisions) or the District is ordered administratively closed.
4. No recording device shall be used during any step of this procedure by either party. However, the Arbitrator may record the arbitration hearing to aid in preparing his or her award and decision. No person shall be present at any step for the purpose of recording the discussion. However, nothing in this provision shall prohibit the parties or a party from employing the services of a professional court reporter or stenography service for the

purpose of preparing a true and correct transcription of the arbitration hearing.

5. The presentation and discussion of grievances shall be conducted at a time and place that will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be present only if necessary for them to present evidence. When discussions and hearings required under this procedure are held during work hours of the participants, they shall be excused with pay for that purpose. An employee scheduled to work shift or weekends will have his/her hours changed to coincide with the time of the hearing.
6. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.
7. In appropriate circumstances, Management may utilize the grievance/arbitration procedure by first filing a grievance with the Chairperson of the Labor Committee. Such filing and response shall be under the same time limits as a Step 4 grievance. If not resolved with the Union President, Management may request arbitration using the procedures outlined in this Article.
8. The Agency agrees to produce any Agency employee determined to be necessary by the Arbitrator for the arbitration hearing.
9. All requests for information and documentation for a particular hearing shall be made to the other party at least fifteen (15) calendar days before the scheduled hearing.

#### **Section H – Expedited Arbitration Procedure:**

The parties agree that expedited arbitration upon the Union's or Management's written request shall be invoked in all cases of summary removals, summary suspensions and group and class grievances. In all other disputes the expedited arbitration procedures shall only apply when both parties mutually agree.

**Step 1:** The employee and/or the Union shall present the grievance (with supporting documentation and Agency final decision) to the Agency head in writing within ten (10) calendar days after receiving the final decision. The Agency head shall respond in writing (with a copy to the local Chairperson) within ten calendar (10) days after receipt of the written grievances.

**Step 2:** The Union may, by written notice, request expedited arbitration within five (5) calendar days after the reply in Step 1 is due or received, whichever is sooner.

**Step 3:** Within five (5) business days of the Agency's receipt of the Union's notice of intent to arbitration request, the moving party shall initiate the selection (and select) an arbitrator from the established panel using the process outlined in Section F above.

**Step 4:** The arbitration hearing shall be held within thirty (30) calendar days after selection of an arbitrator. Any party unprepared to present its case shall forfeit their issues for arbitration and remedies sought unless the parties mutually agree to extend said time limits. The arbitrator shall issue an award within ten (10) calendar days of the date set by the arbitrator for filing briefs.

**Step 5:** All other provisions in the expedited arbitration proceeding will be as specified in Section H of this Article.

## **ARTICLE 11                      DISCIPLINE**

Both parties recognize the exclusive rights of Management to discipline employees for cause, as defined in the District Personnel Manual (DPM). Discipline shall be imposed for cause, as provided in D.C. Code §1-616.51 and defined in Chapter 16 of the District Personnel Manual.

### **Section A:**

For the purpose of this Article, discipline shall include the following:

1.     **Corrective Actions:** Written reprimands or suspensions of less than ten (10) days; and
2.     **Adverse Actions:** Removal, suspensions for ten (10) days or more; or a reduction in grade. This includes summary and non-summary actions.

### **Section B:**

Employees have the right to contest corrective or adverse actions taken for cause through the negotiated grievance procedure as provided in Article 10. Employees have the right to contest adverse actions taken for cause through the grievance procedures or through the Office of Employee Appeals (OEA) as specified by OEA rules, but not both.

1.     Should the employee select to appeal the action to OEA, such appeal shall be filed in accordance with OEA rules and regulations.
2.     Should the employee select to grieve under the negotiated grievance procedure, discipline may only be grieved at the next higher level than

where the final decision was taken, except in the case of actions taken by the Director.

3. Should the employee or Union, in cases of appeals to arbitration, wish to grieve disciplinary action, such grievance/arbitration must be filed within the time limits specified in Article 10 starting with the date after the final decision was received by the employee. The parties agree that the filing of a grievance as a result of a disciplinary action notice to an employee shall not serve to stay the disciplinary action as issued by the Agency. Notwithstanding any provision of this Agreement, all grievances challenging a disciplinary action must be filed no later than ten (10) days after the effective date that the employee received the final decision.

#### **Section C:**

If a supervisor or any member of management has reason to counsel or discipline an employee, it shall be done in a professional manner that will not embarrass the employee before other employees or the public.

#### **Section D:**

Employees requested to reply to disciplinary actions will be informed of their right to have a Union representative assist in preparing the employee's response. Any designated representative who is an employee of DOC must be on active duty status.

#### **Section E:**

1. If an employee can reasonably expect discipline to result from an investigatory interview, and a reasonable advance notification of the interview has not been given, at the request of the employee, questioning shall be delayed for no longer than twenty-four (24) hours to give the employee an opportunity to consult with a Union representative or attorney, except in emergency situations/conditions. Upon request from the Union, the reasons warranting the emergency shall be provided to the Union. However, the provisions of this Article will not prevent the Agency from continuing with interviews/investigations where there is an immediate hazard to the Agency, to other District employees, public health, safety or welfare or where the integrity of government operations is threatened.
2. An employee's Union representative may be present at all investigatory questioning sessions held under this Article, but may not answer questions on behalf of the employee. However, the representative may counsel the employee and may assist the employee in presenting the facts. This section shall not supersede the requirement that employees shall submit reports in writing of all extraordinary occurrences or significant incidents, pursuant to the agency's policy.

3. Investigatory interviews will be conducted in a manner that will not compromise the integrity of the information that is to be provided. The Union will cooperate with the Agency to ensure that the investigatory process is not compromised. Information discussed in investigatory interviews shall remain confidential among the persons conducting the interviews, the Union representative and the employee being interviewed.
4. In no case shall a Union representative be permitted to represent an employee subject to any form of questioning if the Union representative is himself/herself implicated in the investigation. In any situation in which a union representative is disqualified for that reason, the employee to be questioned shall have the right to select an alternate Union representative to be present during the investigatory interview.

#### **Section F:**

Prior to commencement of any questioning of unit members, the member shall be informed of:

1. The type of investigation being conducted (Criminal or Administrative). If Administrative, the specific reason or type of complaint.
2. Whether the member is alleged to be the subject of the investigation if known at the time.
3. The name(s) of the complainant(s) unless this information would jeopardize the security of the investigation or the safety of the complainant or witness.
4. The name and title of the official who will be doing the questioning and the name and rank of persons that will be present.
5. If criminal charges may result from the interview, then that employee has a right to representation during any interview as described under Section E.

#### **Section G:**

When management determines that the questioning session is to be recorded, all portions of the session shall be recorded with proper notation as to breaks and when "off the record" discussion(s) began and ended. If a recording device is used in an investigation that results in proposed disciplinary action, at the conclusion of the investigation and upon written request, a copy of the recording shall be made available to the employee or the Union when discipline is proposed, or upon conclusion of the investigation.

## Section H:

1. Employees shall be notified of Corrective Actions by service of Advance Notice within 60 days after the Agency was made aware of an act or occurrence constituting cause.
2. Employees shall be notified of Adverse Actions by service of Advance Notice within 120 days after the Agency was made aware of an act or occurrence constituting cause.
3. In all incidents where the Office of Investigative Services (OIS), the Office of the Inspector General, the Office of the Attorney General and/or any external Agency investigation is being conducted, the timelines specified in subsections 1 and 2 above may be extended by the Agency until the completion of all such investigation(s).

## Section I:

1. Except in the case of summary discipline, an employee against whom adverse action is proposed shall be entitled to Advance Written Notice of fifteen (15) days. The notice shall inform the employee of the cause(s) and the specific reason(s) for the proposed action; the right to provide a written response, including affidavits and other documentation, within six (6) days of receipt of the Advance Written Notice; the person to whom the written response or any request is to be presented; the right to review any material upon which the proposed action is based; in the case of a proposed adverse action only, the right to be represented by an attorney or other representative; the right to an administrative review by a hearing officer appointed as provided in DPM §1622, when the proposed action is a removal; and, the right to a written decision.
2. An employee shall be granted, upon request, up to ten (10) hours administrative leave to prepare for his/her defense against any proposed corrective action or adverse action.
3. The Hearing Officer shall review the proposed action, receive and review all relevant statements, in the case of proposed removals conduct a hearing, if a hearing is requested by the employee, and issue a recommendation to the Deciding Official after conducting an Oral Presentation of the Employee's response or after receiving the disciplinary action if an oral presentation was not requested normally within ten (10) days after conducting the hearing or within ten (10) days after receiving the disciplinary actions if a hearing is not requested. The attendees at the hearing will be the Hearing Officer, employee's representative(s) and the employee. The Hearing Officer must be a DS-13 or higher and have no direct or personal knowledge of the matter contained in the disciplinary

case, and not be in the chain of command between the Proposing and Deciding Official.

4. The Hearing Officer, if there is one, shall make a written recommendation and report to the Deciding Official. The Deciding Official shall issue a final decision after reviewing the report and recommendation of the Hearing Officer. The Deciding Official may sustain the penalty proposed by the Proposing Official, reduce the penalty, but may not increase the penalty proposed by the Proposing Official, remand the matter to the Hearing Officer with instructions for further consideration by the Hearing Officer, or dismiss the charge. If a case is remanded, the Union shall be notified.

**Section J:**

Summary removal, summary suspension, or enforced leave shall be executed upon the Director's approval. Within three (3) days of a summary suspension, summary removal or enforced leave placement, the Union Chairperson will be notified who the action was against and provided the specific reason(s) for the action.

**Section K:**

Applicable District Regulations shall govern discharge of probationary, temporary, and term employees.

**Section L:**

Pending disciplinary action will not preclude an employee from participating in the promotional process. After the eligibility list, register or certification is formed and a final penalty is imposed, the member need not be promoted from the list, registry, or certification. If after an eligibility list, register or certification is formed and disciplinary action is proposed, the promotion shall be held in abeyance pending a final disposition. If the disposition is favorable to the employee, the employee shall be promoted with back pay retroactive to the date when the employee would otherwise have been promoted.

**Section M:**

After discovery of the incident, the investigation(s) shall be conducted in a timely manner and discipline, if necessary, shall be proposed upon the conclusion of any investigation or the gathering of any required documents, consistent with the CBA and applicable DPM regulations.

**Section N:**

The Employer agrees that disciplinary action shall not be punitive but based on conduct or performance deficiencies. The selection of the appropriate penalties shall be based

on progressive discipline principles consistent within the DPM and with consideration of the Douglas Factors. Douglas v. Veterans Admin., 5 MSPB 313, 5 M.S.P.R. 280 (M.S.P.B.1981). Consideration shall be given to any mitigating or aggravating circumstances that have been determined to exist.

**Section O:**

Whenever the Agency relies on video evidence to support disciplinary action against a bargaining unit employee, the video evidence shall be preserved until all actions, including appeals relating to the employee(s) discipline have concluded.

**ARTICLE 12 LEAVE**

**Section A – Emergency/Unscheduled Annual Leave:**

1. Uniform employees shall contact the Shift Supervisor no less than two (2) hours prior to the beginning of their official tour of duty when they have a need to request unscheduled annual or sick leave. Notification anytime thereafter may result in denial of the leave request and the employee being cited for an unauthorized absence.
2. Non-uniform employees shall request unscheduled annual or sick leave from their immediate supervisor or designee as soon as possible prior to the start of their tour of duty, but not later than (15) minutes after the beginning of their tour of duty. Notification anytime thereafter may result in denial of the leave request and the employee being cited for an unauthorized absence.
3. Emergency annual leave may be approved by the designated supervisor when an oral request is made. If emergency leave is granted, the employee must submit a written application for leave (SF-71) within twenty-four (24) hours of return to duty. Failure to provide an SF-71 shall result in the employees' absence being considered an unauthorized absence and disciplinary action could be initiated.

**Section B – Annual Leave:**

1. All annual leave requests must be submitted in advance of the time requested. Failure to obtain advance approval for leave may result in having the absence charged as unauthorized absence(s).
2. Only supervisors designated by the Agency will authorize annual leave in the absence of the designated supervisor; emergency annual leave will be approved by the next higher level of supervision.

3. All employees requesting a leave period of one (1) week or more will do so in accordance with the following:
  - a. Their request will be submitted by the date determined by the Agency each year.
  - b. Supervisors will notify each employee of the disposition of his/her request within one (1) calendar month, of submission of the request.
  - c. If more employees from the same shift than can be spared apply for leave for the same period and management determines that appropriate staff is not available to do the work, the employee with the greatest service with the Agency will have preference, except as provided below:
    - (1) The employee(s) required to make a new selection will have a preference over employees who did not submit requests if the new selection is resubmitted within 15 days after the disposition of the requests period, provided, the Agency has determined that appropriate staff is available to do the work during the period that is proposed.
    - (2) Employees whose first selection is not granted will be given their next selected leave period, until the ranking is depleted.
4. Employees wishing to change their request may do so provided their service can be spared and their new choice does not conflict with leave scheduled for another employee. Since these dates are tentative, the employee will request from his/her supervisor the proposed leave period he/she desires to change as far in advance as possible.
5. During the period of May 1st to October 1st, no employee will be granted more than one (1) leave period of duration of one (1) week until every employee in the work area has had an opportunity to take a leave period during these months.
6. The granting of leave for the days of Thanksgiving, Christmas, New Year, Memorial Day, July 4th and Labor Day holidays will be on a rotating basis so that all employees may have a fair opportunity for leave at these times. However, this does not preclude or interfere with the Agency's right to determine appropriate staff on holidays to ensure the proper accomplishment of Agency work.
7. Although every effort will be made by supervisors to honor advance requests for leave periods, an advance request is not a guarantee of final

approval. The Employer reserves the right to cancel leave previously approved for circumstances such as workload and unforeseen urgent needs. In the event it is necessary to cancel advanced requests, the supervisor will promptly advise the employee concerned in writing. In such cases the employee's circumstances will be given due consideration. Every effort will be made to reschedule the leave period for the employee's convenience.

8. If an employee is transferred within the Agency at his/her request or as a result of a promotion, training assignment or voluntary shift change other than the normal shift rotation, the employee may be required to adjust his/her leave scheduled in the unit to which he/she has been transferred. If the move has been a result of a management decision, seniority will be the controlling factor.

### **Section C – Sick Leave:**

1. Supervisors shall approve sick leave of employees who are unable to perform their duties due to illness. Employees assigned to rotating shifts or regular tours of duty shall request unplanned sick leave from the Shift Supervisor no later than two (2) hours prior to the start of their shift. All other employees shall request sick leave as soon as possible prior to the start of their shift on the first day of absence. The employees shall submit the appropriate sick leave request to his/her supervisor upon return to work. If an employee is too ill or injured to personally notify the supervisor of his/her absence, notification may be made by a third party.
2. Employees are required to submit a doctor's certificate when they are absent for three (3) or more consecutive days or more. Additionally, those employees who have been placed on leave restriction due to potential or actual sick leave abuse shall provide documentation as required by the Agency.
3. Sick leave may be used when an employee receives medical, dental or optical examinations or treatment, or is incapacitated for the performance of duty by sickness, injury, or pregnancy and confinement is required to give care and attendance to a member of his/her immediate family who is afflicted with a contagious disease (as defined by applicable regulations) or would jeopardize the health of others by his/her presence at his/her post of duty because of exposure to contagious disease.
4. Employees shall submit requests for, or substantiate, sick leave on SF-71, Application for Leave Form (or other appropriate form or process). The Employer will make the SF-71 available for completion and signature by

employee(s). If the SF-71 is changed or a new process is required the union shall be duly notified of such changes.

5. Employees returning from sick leave will so notify the Shift Supervisor as far in advance of the start as possible, and ideally no later than two (2) hours in advance of the start of the shift on which they would normally be on duty. In case of an extended illness of more than three (3) days, employees will update the Shift Supervisor at least once per week as to their ability to return to work.
6. Sick leave will be requested in advance for visits to, and/or appointments with doctors, dentists, practitioners, opticians, chiropractors and for the purpose of securing diagnostic examination, treatment and x-rays.

#### **Section D – Leave Without Pay:**

Leave without pay (LWOP) may be granted in accordance with applicable District Personnel Regulations, upon the employee's request.

#### **Section E – Blood Donation:**

Bargaining unit employees who donate blood to the American Red Cross or who donate blood to any District government employee in need of a blood transfusion, shall be given four (4) hours administrative leave for this purpose. The employee shall notify his/her immediate supervisor in advance to allow for the necessary approval and the Agency may request supporting documentation from the employee.

#### **Section F – Family Medical Leave:**

The Agency shall ensure that employees are informed of their rights under the Family Medical Leave Act.

## **ARTICLE 13                      TRAINING**

### **Section A:**

The Union shall have membership on any standing Labor-Management body, Board or Committee, and will be entitled to express its views, make recommendations, and otherwise participate, except in selection of participants for training and determining how the budget will be spent.

### **Section B:**

A record of an employee's training shall be documented and made a part of the employee's Agency Training Folders to be used as reference qualifications.

**Section C:**

Opportunities for employee development through outside educational programs which are related to performance of official duties will be made available as applicable.

**Section D:**

When the Employer is aware of locally available training, it will post copies of such training opportunities and provide the Union with copies of the training announcement.

**Section E:**

1. The Agency shall provide requisite Basic Correctional Training (BCT) to all newly hired correctional officers and criminal investigators upon their entrance on duty and pre-service training as required. All non-uniform employees shall be required to complete pre-service training in line with Agency requirements. Such training shall be provided consistent with duty assignments and the implementation of new policies and procedures, to provide the skills necessary to perform the duties of their jobs.
2. Management retains the right to determine the amount, frequency, timing and manner in which the training shall be conducted, consistent with management rights. Management shall consider individual requests for additional training. Scheduled in-service training may be temporarily suspended or modified only by the Director or Deputy Director. The Union's Chairperson will be promptly notified in writing.

**Section F: Firearms Training:**

1. Qualifying in firearms is a condition of employment for bargaining unit employees whose duties and responsibilities requires them to be able to use and carry firearms and ammunition. All correctional officers and criminal investigators must be eligible to use and carry firearms and ammunition in accordance with the requirements of their position, applicable D.C. and federal law in the performance of their official duties. All correctional officers and criminal investigators shall receive the appropriate range and firearm training. In addition, refresher training in the Agency's policies concerning the use of deadly force will also be provided to eligible employees.
2. Employees removed from Correctional Officer and Criminal Investigator Status (such as reinstated employees, etc.) for more than two (2) years shall be required to complete the In-Service Training Academy prior to returning to active duty.

3. Employees who fail to qualify and/or re-qualify with the firearm will be allowed one additional attempt to qualify/re-qualify after the initial attempt to qualify/re-qualify. Attempts to qualify/re-qualify must be undertaken in an Agency approved facility and with Agency approved instructors and on the Agency's time. Employees must successfully qualify/re-qualify in the use of a firearm as a condition of employment and/or continued employment.

## **ARTICLE 14 HEALTH AND SAFETY**

### **Section A: Employees Working Alone:**

If employees are required to work in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery area is to be handled, the Agency shall take reasonable and necessary precautions to ensure the health and safety of an employee who might be endangered by working alone.

### **Section B: Medical Service: On-the-Job Injury:**

The Agency shall make first-aid kits reasonably available for use at each facility where bargaining unit employees are assigned for on-the-job injuries. A defibrillator will be made available on each floor (North and South Side) of the D.C. jail. If additional treatment appears to be necessary, the Agency shall arrange immediately for transportation to an appropriate medical facility.

### **Section C: Emergency and Preventive Services:**

1. The Employer agrees to provide emergency diagnosis and treatment, within the competence of the professional staff and the capability of the facilities health services unit, for employees who are injured or become ill during working hours.
2. The Employer will have preventive health services programs. The Agency will inform employees of health education and disease screening. All employees will be alerted immediately to the presence of major or serious infectious diseases in the workplace, and any such issues will be discussed at the next regularly scheduled Labor Management Committee meeting following the discovery of the issue.

### **Section D: Worker's Compensation Issues:**

The Agency agrees to follow D.C. law regarding worker's compensation issues, including requests for light duty work. Nothing in this Article or this Agreement shall be interpreted to extend to employees or the Union the right to file a grievance on worker's

compensation issues through the negotiated grievance procedure under Article 10 of this Agreement.

**Section E: Excessive Temperatures in Buildings:**

Employees, other than those determined by the Employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the Employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the Employer may reassign employees to other duties of similar nature at a suitably temperate site. Administrative leave will be granted if authorized by the Mayor or his/her designee.

**Section F: Employee Health Services:**

Employees covered by this Agreement shall have access to employee health services provided by the Employer consistent with the Comprehensive Merit Personnel Act (D.C. Code Section 1-620.07).

**Section G: Maintenance of Health Records:**

Medical records of employees shall be maintained in accordance with the provisions of Chapter 31A of the D.C. Personnel Manual and Government regulations that maintain confidentiality of those records. Medical records shall not be disclosed to anyone except in compliance with applicable rules relating to disclosure of information.

**Section H:**

The Employer agrees to follow applicable Mayor's Order(s) and D.C. regulations regarding ergonomic policy for use of video display terminals.

**Section I:**

The Employer agrees to provide relief to correctional staff within a reasonable period of time for employees in areas where toilet facilities are not readily accessible.

**Section J:**

The Union may make recommendations to the Warden or the Director regarding detection methods used to prevent the introduction of contraband into the facilities.

**Section K: Working Conditions:**

1. The Employer will make every effort to provide and maintain safe working conditions. The Union will cooperate in these efforts by encouraging its

members to work in a safe manner and to obey established safety practices and regulations.

2. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XX of the Comprehensive Merit Personnel Act (2001, as amended, D.C. Code section 1-620.01 et seq.) or other relevant applicable regulations.

**Section L: Corrective Actions:**

1. If an employee observes a condition that he or she believes to be unsafe, the employee shall report the condition to the immediate supervisor.
2. If the supervisor determines that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.
3. If the supervisor determines that a condition does not constitute an immediate hazard to the health and safety of the employee and the employee disagrees, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall make an immediate determination as to whether the condition constitutes an immediate hazard to the health and safety of the employee. An employee will not be required to operate unsafe equipment or work in conditions reported as unsafe or hazardous until the next level supervisor or designee has determined that the conditions or equipment are safe.
4. Matters related to alleged unsafe working areas or equipment may be brought to the attention of the safety committee.
5. Employees shall not be required to operate unsafe equipment that has been so determined by the Agency or the D. C. Chief Risk Officer.

**Section M: Safety Devices and Equipment:**

Protective devices and protective equipment as determined appropriate by the Employer or other competent authority shall be provided by the Agency and shall be used by the employees.

**Section N: Safety Training:**

1. The Agency shall provide safety training to employees as necessary for performance of their job. Issues involving safety training may be presented to the Risk Assessment Control Committee.

2. The Agency shall make CPR training available.

**Section O: Risk Assessment Control Committee:**

1. The Agency agrees that the Union shall have two (2) members, one (1) correctional and one (1) non-correctional, on the Agency's Risk Assessment Control Committee. Committee meetings will be held during working hours without loss of pay or leave to employees.
2. One (1) Union and one (1) Agency representative shall each serve as co-chairpersons of the Committee.
3. The Risk Assessment Control Committee shall:
  - a. Meet on a monthly basis, unless mutually agreed otherwise. Prior to regularly scheduled monthly meetings, labor and management must submit their respective agendas to each other at least five (5) days in advance;
  - b. Conduct safety surveys, consider training needs, and make recommendations to the Director;
  - c. Consult with and advise the Director; and,
  - d. Receive appropriate health and safety training.
4. The Director (or his/her designee) shall inform the Committee, within a reasonable time after submission to the Director, whether any action was taken on safety matters initiated by the Committee.

**Section P:**

In January of each year, the Agency agrees to provide the Risk Assessment Control Committee members with a copy of all current D.C. Safety Officers, or Agency Risk Managers, and revisions as they occur.

**Section Q:**

The Union and the Agency will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the welfare of injured employees consistent with medical protocol.

**Section R:**

Transportation service shall be provided to transport injured employees on the compound for appropriate medical services. EMS services will be made available if determined appropriate by medical staff.

**Section S:**

Forms and other documentation related to worker's compensation will be filed consistent with established procedures.

**Section T: Line of Duty Death**

The Agency will notify the Union's Chairperson within 24 hours in the event of a death of a bargaining unit employee in the line of duty. The Agency will assist in the processing of requisite employment related insurance and certification paperwork.

**ARTICLE 15                      REDUCTION-IN-FORCE**

**Section A:**

The Employer agrees to notify the Union of proposed reduction-in-force (RIF) actions that may adversely affect unit employees. The Employer will consider the Union's views regarding minimizing the number of adversely affected unit employees.

**Section B:**

Following the guidelines contained in the District of Columbia Personnel Manual, the Department agrees to minimize the effect on bargaining unit employees to the extent practicable. In the event of a RIF the procedures outlined in the laws and regulations of the District of Columbia will be utilized.

**ARTICLE 16                      UNIFORMS**

**Section A:**

All employees required to wear uniforms in the performance of duties shall adhere to all Agency policies and standards on uniforms. The Agency shall provide uniforms to correctional officers and maintenance staff.

**Section B:**

Whenever uniform items become unserviceable, the employee shall make notification in accordance with the Agency's uniform policy. The employee shall bring those items to

the warehouse. The Agency shall replace all uniform items that are determined by the agency to be unserviceable.

**Section C:**

If a correctional officer is pregnant and on active duty, the Agency shall make available suitable uniform clothing, upon the employee's request.

**Section D:**

Recommendations from the Union regarding uniforms may be included as an agenda item at Labor Management Meetings.

**ARTICLE 17      DETAILS, TEMPORARY PROMOTIONS AND PAY  
IN HIGHER GRADE POSITIONS**

**Section A:**

Details or temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Manual.

**Section B: Acting Pay:**

An employee detailed or assigned to a higher grade position, approved through the Director for more than thirty (30) consecutive days shall receive the higher rate of pay beginning the first full pay period following the thirty (30) day period. If Management decides to reassign an employee to a higher-grade position after the employee returns from the approved leave or disability compensation, such absences will not be considered a break in the consecutive day requirement.

**Section C:**

Management will ensure that an employee assigned or detailed to a higher grade position is not arbitrarily removed from detail and then reinstated to the detail in order to avoid paying the higher rate of pay in accordance with Section B of this Article.

**Section D:**

Details or assignments to a higher-grade position shall not be used as a pre-selection device. The preceding term "pre-selection device" refers to recurring patterns of selecting individuals for promotion who are not qualified but who are assigned or detailed to the higher-grade position as provided in the Article.

**Section E:**

Competitive placement procedures will be utilized for all higher grade details extending beyond 120 days to established positions and 240 days to unestablished positions.

**Section F:**

Management will generate the appropriate paper work (Form 52) for employees detailed/assigned to another position extending beyond thirty (30) days.

**Section G:**

1. Management will notify the Union of all bargaining unit employees detailed or assigned to supervisory/managerial positions so that the Union can remove that employee from its roles as Union Officials or representatives during the period he/she is detailed or assigned to the supervisory position.
2. Employees detailed or temporarily promoted to a supervisory/management capacity will remain in the unit while serving in a detailed supervisory or management position. Such employees will not have any rights to grieve any issues concerning or arising from their supervisory/management duties and responsibilities nor will their status as bargaining unit members be negatively impacted by virtue of being detailed to a supervisory/management position. Disciplinary action arising solely from acting supervisory duties will result in the termination of the detail or temporary promotion and the employee will return to his/her position of record within the bargaining unit. During the detail or temporary promotion, if an employee is disciplined (including removal) for actions affecting or violating duties and responsibilities as a correctional officer within the bargaining unit, then the employee will have access to/rights to grieve the disciplinary action through the negotiated grievance procedure.
3. For the period of the detail or temporary promotion to a supervisory/management position, the employees are precluded from engaging in union activity as an employee union representative or Union official.

**Section H:**

Bargaining unit employees shall be given the first opportunity to be assigned to details and temporary promotions into bargaining unit positions provided that they are qualified and available to perform the duties.

## ARTICLE 18

## DISTRIBUTION OF OVERTIME AND TOUR OF DUTY

### Section A:

Management retains the unfettered right to determine necessary job requirements for assignments and to determine the employees who are eligible to work the assignments.

### Section B:

Where management determines that employees are equally capable to perform overtime assignments, overtime will be offered to employees on a volunteer basis according to the requirements of the post to be filled and distributed equitably among those employees.

### Section C: Overtime:

#### 1. Voluntary Overtime

A list shall be posted for employees to sign up for overtime. The employee must be present to sign his/her own name on the list. Correctional Officers, Grade 6 through 9 will be selected for overtime in descending order from the voluntary sign up list. Management will not arbitrarily deny employees overtime. If an employee's name is skipped over, the supervisor must justify to the employee, in writing, the reason for denying overtime work.

#### 2. Mandatory Overtime

Based on operational demand and/or emergencies when it becomes necessary for management to order mandatory overtime, prior to invoking a draft, management will first attempt to locate volunteers or employees in an off duty status. If there is still a need, selections will be made among all employees (including those assigned to non-bid special skills post) in alphabetical order regardless of rank (Grades 6 through 9). An employee will not be required to work more than eight (8) hours of overtime per day unless unforeseen emergencies arise (inclement weather, disturbances, interstate transports, etc.). Employees shall be paid at the appropriate overtime rate for mandatory overtime hours worked. An employee may be paid straight time or compensatory time for ordered mandatory overtime if mutually agreed to by the parties in advance.

#### 3. Records of employees' voluntary and mandatory overtime performed shall be maintained by the Employer and made available to the Union upon request.

4. The provision of this Article shall apply to employees who are required to work overtime.

**Section D: Shift Change:**

Annual changes in shift will be distributed and rotated equitably among qualified employees in accordance with internal policies and procedures.

1. The Union's Chairperson or designee will have ex-Officio membership as an observer on any joint labor-management committee regarding applicable annual shift change procedures. Any newly created post or modification of an existing post (days off, duty hours, former bid post which are converted to non-bid special skill post, etc.) will be submitted to the Work Force Utilization Committee prior to implementation.
2. Employees will not be arbitrarily removed or reassigned from a post they obtained through the Master Roster bid process. When management determines a need to remove or reassign an employee from a post assignment they shall notify the employee and the Union of the reason for the reassignment (and provide any supporting documentation, if applicable). Notice shall include the specific reason(s) that precipitated the proposed reassignment, if applicable, including performance deficiencies or the specific reason(s) for the manager's conclusion that a reassignment is in the best interest of the shift, facility or Agency. If management determines that a reassignment for the remainder of post term is necessary, management shall provide the employee with a written explanation of why the reassignment is necessary to meet the needs of the Agency.
3. The same provisions of this Article shall apply for all non-uniformed employees who are required to perform rotating shift work.
4. A record of employees' shift change and assigned days off will be submitted to the Union for review.
5. Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted they must be made within thirty (30) days.

**Section E:**

To be eligible for a post overtime assignment employees must be able to perform the duties of the post as set forth in the post orders.

## **ARTICLE 19**

## **MERIT STAFFING/PROMOTIONS**

### **Section A:**

Merit staffing and promotions procedures shall be implemented in accordance with the applicable provisions of the DPM as implemented in the DCHR Merit Staffing Plan and this Article.

### **Section B:**

1. The Agency will administer the following practices and principles:
  - a. The Employer will announce all job vacancies for at least ten (10) business days. A copy of the vacancy announcements will be provided to the Union by electronic mail.
  - b. Based on established DCHR procedures and qualifications, applicants will be evaluated and list qualified or unqualified (if so evaluated). Applicants will be referred to the selecting official with all the mandatory hiring preferences applied as required by DCHR rules and regulations.
  - c. Copies of Merit Staffing/Promotion Program Statement will be provided to the Union's Chairperson and can be accessed through the Agency's website and on LotusNotes.
2. The Union will have ex-officio membership as an observer on merit staffing panels to fill positions within the bargaining unit. The Union representative must be the same grade or higher than the position being filled. The Chairman of the Union is excluded from this restriction. The Union representative shall not participate in management's deliberations or the selection of candidates.

### **Section C:**

For non-correctional vacancies, if one (1) eligible candidate who is certified for consideration is interviewed, then all such candidates will be interviewed.

### **Section D:**

If the Agency returns a certification of eligible candidates for bargaining unit positions without selection the Agency shall provide notification to the Union.

### **Section E:**

No employee can file a grievance for non-selection unless there has been a violation of the DPM.

**Section F:**

Upon a determination that a procedural violation occurred and a candidate was erroneously appointed or promoted, Management will initiate the remedial action in accordance with the DPM, Chapter 8, within 45 days.

**ARTICLE 20                      POSITION DESCRIPTIONS**

**Section A:**

Each bargaining unit employee will receive a copy of his/her position description by the DOC Office of Human Resources Management upon entry to duty or at the time of orientation. In addition, as position descriptions are revised, employees will receive a copy of the revised position description. Position descriptions will be furnished to the Union upon request.

**Section B:**

The clause found in job descriptions "performs other duties as assigned" shall be construed to mean the employee may be assigned to other duties that are nominally related to regular assignments. The Employer recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will make every effort to assign employees whose normal duties and pay levels are most nearly associated with the job to be assigned.

**Section C:**

Position classification appeals are not subject to the negotiated grievance procedure.

**Section D:**

An employee may request a review of his/her position classification. Such request will be submitted orally to the appropriate supervisor who will meet with the employee (and representative, if any) to discuss the matter and the circumstances leading up to the request for review. If the matter is not resolved, the employee may file a request for review through the DCHR classification unit.



## **ARTICLE 21**

## **PERSONNEL FILES**

### **Section A:**

The Official Personnel Files of all employees in the bargaining unit covered by this Agreement shall be maintained by the D.C. Office of Human Resources (DCHR) in accordance with DCHR policies and procedures.

### **Section B:**

Upon request, and in accordance with regulations and procedures issued by the DCHR, employees shall have the right to examine the contents of their Official Personnel Folder and to obtain copies of any documents therein.

### **Section C:**

The rights of employees pertaining to their Official Personnel Folder as referenced above shall apply to employees' information and/or training folders maintained by the Employer on the employee.

### **Section D:**

Upon request, the Employer shall provide the employee a copy of final reports and internal investigations related to the employee's performance, inmate complaints against employees and other work related matters concerning the employee when it results in disciplinary action.

### **Section E:**

Consistent with DCHR procedures, all persons who are authorized to review a personnel file must sign an Access Card. The access card signed by all those who have requested and been given access to the employee's file, shall be made available for review by the employee.

### **Section F:**

Upon presentation of written authorization by an employee, an employee's personnel records may be disclosed to his/her representative or other entity(ies) designated by the employee. The written authorization shall specify the documents and/or records to be disclosed or the degree of access permitted by the employee.

### **Section G:**

The employer will make a reasonable effort to ensure that inmates do not have access to employees' files and records.

**Section H:**

Requests for copies of Official Personnel Files must be made to DCHR.

**ARTICLE 22                      TRANSFERS**

It is recognized that the Employer has the right to transfer or reassign employees whenever the interest of the Agency so requires.

**ARTICLE 23                      RETIREMENT COUNSELING**

**Section A:**

Upon entry on duty, the Employer will ensure that bargaining unit employees are provided counseling and information regarding retirement, including information on voluntary deductions, benefits and insurance. This provision may be satisfied through New Employee Orientation, provided by the District's Department of Human Resources.

**Section B:**

Eligible bargaining unit employees, defined as (1) employees covered by the Civil Service Retirement Program and who are within one (1) year of reaching age fifty (50) and having 19 years of creditable service, and (2) employees not covered by the Civil Service Retirement Program but who have completed at least seventeen (17) years of service with the District of Columbia government and who have notified the Department of their intention of separating from District Service within the next three years from the date of notification, will be afforded the opportunity to engage in individualized retirement or separation counseling. Such opportunity shall be afforded no more than once per year to an individual employee from the date of notification.

**Section C:**

The Agency shall ensure that during individualized retirement or separation counseling sessions, eligible employees are provided with a complete retirement or separation information package, to include current separation or retirement (as applicable) procedures, criteria for continuing benefits, options for distribution, estimated monthly amounts the employee can expect to receive and a projected date of their initial distribution check and other benefits to which they may be entitled.

**Section D:**

Within ten (10) working days of notification from an employee to the Agency that he/she intends to retire or separate from D.C. Government service, the Agency will notify each

employee of their assigned D.C. Department of Human Resources Retirement/Separation Counselor.

**Section E:**

At least annually, the Agency will arrange for ING (or its successor/replacement) to conduct informational retirement planning sessions for bargaining unit employees. Such informational sessions shall be scheduled at a time and held at a facility that will maximize participation of bargaining unit employees, without compromising the safety and security of the Agency's facilities and operations.

**ARTICLE 24 LIGHT DUTY**

**Section A:**

The D.C. Office of Risk Management will govern light duty assignments. Assignments to light duty may not be available for every employee who desires it, nor is there any assurance such an assignment will continue as long as the employee's limited circumstances persist. Any light duty assignment shall be temporary. The Employer will make every effort to provide light duty assignments which are temporary in nature as follows:

1. To be eligible for light duty, the employee's limitations must be certified by the employee's attending physician. The certification must identify the employee's impairment(s); the physical limitations associated with the impairment(s); the type of work he or she is capable of performing; and the duration of the impairment.
2. When there are more requests for light duty than are light duty assignments available, assignments shall be made in order of the employee's request given that management has determined the employees are equally qualified.
3. Upon request, the Agency designee shall provide the Union with a list of the assignments for all collective bargaining unit members on light duty.

**ARTICLE 25 PERFORMANCE COUNSELING**

**Section A:**

If an employee is to be denied his/her periodic step increase he/she shall be so notified by his/her immediate supervisor in advance in writing.

**Section B:**

Such notification shall include:

1. An explanation of each aspect of performance in which the employee's services fall below a satisfactory level and how this renders his/her performance on the job as a whole below a satisfactory level; and,
2. A statement of the satisfactory level of performance on each of those work aspects; and
3. Advice as to what the employee must do to bring his/her performance up to the satisfactory level.

**Section C:**

Notification as stipulated above shall be made in advance of denial of the periodic step increase and the employee shall be given at least sixty (60) days to bring such performance up to a satisfactory level.

**ARTICLE 26                      NO STRIKE OR LOCKOUT**

**Section A:**

Under the provisions of D.C. Code § 1-617.05, it is unlawful to participate in, authorize, or ratify a strike.

**Section B:**

The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown and shall be defined in accordance with D.C. Code § 1-617.05.

**Section C:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement except that the Agency in a strike situation retains the right to close down any facilities to provide for the safety of employees, property, inmates, or the public.

**Section D:**

In the event of a strike as defined by this Article, and upon receipt of notice from the Employer of any strike, within eight (8) hours the Union shall publicly disavow the action by posting notices and issuing a news release to the media stating that the strike is

unauthorized. Notwithstanding the acceptance of the existence of any strike, the Union will use every reasonable effort in cooperation with the Employer to terminate the strike.

**Section E:**

It is recognized that any employee who participates in or initiates a strike as defined herein may be subject to disciplinary action.

**ARTICLE 27                      PROTECTED DISCLOSURE**

**Section A:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, employees shall be free to make a protected disclosure of information, that is not specifically prohibited by statute, by reporting gross mismanagement; gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a violation of law, rule or regulation or of a term of contract between the District government and a District government contractor which is not of merely technical or minimal nature; or, a substantial and specific danger to the public health and safety. Said disclosures shall be made to any of the official governmental entities prescribed by law.

**Section B:**

Pursuant to D.C. Code § 1-615.51 *et seq.*, the Employer's representatives shall not threaten to take or take a prohibited personnel action or otherwise retaliate against an employee because of the employee's protected disclosure or because of an employee's refusal to comply with an illegal order. As defined by the D.C. Code § 1-615.52, prohibited personnel actions include recommended, threatened, or actual termination, demotion, suspension, or reprimand; involuntary transfer, reassignment, or detail; referral for psychiatric or psychological counseling; failure to promote or hire or take other favorable personnel action; or retaliating in any other manner against an employee.

**ARTICLE 28                      DISTRIBUTION**

The Agreement shall be available on the Agency's website.

**ARTICLE 29                      GENERAL**

Employees are required to update information on their locator sheet as soon as changes are warranted, but in all cases, where changes are warranted, they must be made within thirty (30) days.

## **ARTICLE 30**

## **LIABILITY**

### **Section A:**

The Employer shall provide, at its cost, legal representation to any employee who is a named defendant in a civil action arising out of acts committed by the employee within the legal scope of his/her employment, provided however that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest.

### **Section B:**

Representation will be provided through the Office of the Attorney General. The decision of the Attorney General on whether to represent an employee shall be final. Should the Attorney General decline to represent the employee, the employee may be represented by any private attorney of his/her choice. The Employer will reimburse the employee for reasonable attorney fees (as determined by the Court) incurred in the employee's defense of the action.

### **Section C:**

Representation will generally not be provided where the employee has been found to have engaged in willful misconduct that has resulted in disciplinary action against him/her as a result of his/her conduct with respect to the matter in question.

## **ARTICLE 31**

## **DRUG AND ALCOHOL SCREENING**

### **Section A:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, drug and alcohol screening of bargaining unit employees will be conducted in accordance with the Agency's Mandatory Employee Drug and Alcohol Testing Program (MEDAT) set forth in Standard Operating Procedure 6050.4B. Any confirmed positive test results or refusal to submit to the test shall be grounds for termination of employment pursuant to the policies and procedures in the MEDAT Standard Operating Procedure 6050.4B.

### **Section B:**

To the extent not inconsistent with the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, the Agency agrees to assist career employees who voluntarily concede substance abuse dependency prior to either testing positive for illicit drugs or alcohol. In such cases, the employee will be required to enroll and complete a certified

substance abuse program. The employee will be subjected to a one year probationary period after completing the substance abuse program and will submit to drug and alcohol testing as frequently as the employer deems appropriate. The employee will be subjected to summary removal for any positive drug or alcohol testing results during the probationary period.

**Section C:**

Management retains the right to render the final decision as to whether an employee will be offered the option to rehabilitate in lieu of termination.

**ARTICLE 32                    CONTRACTING OUT**

**Section A:**

Prior to contracting out which deviates from the Agency's past practices, the Employer agrees to consider existing resources, to consult with the Union and to consider the views, recommendations or suggestions offered by the Union.

**Section B:**

The Agency agrees to notify the Union of any contracting out actions which will displace any bargaining unit employee(s). The Employer further agrees to minimize displacement of bargaining unit employees through realignment and retraining consistent with applicable laws and regulations.

**ARTICLE 33                    EMPLOYEE RECOGNITION  
   COMMITTEE**

The Union shall have membership on any standing employee recognition committee and will be entitled to express its views, make recommendations and otherwise participate. The committee shall address employee recognition to the extent not inconsistent with management rights and the Incentive Awards Policy found in DPM, Chapter 19.

**ARTICLE 34                    SAVINGS CLAUSE**

In the event that any part or provision of this Agreement shall at any time be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of any court of competent jurisdiction, such invalidation shall not affect any other part or provision hereof, it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Where

appropriate, and upon request of either party, the parties shall meet within 120 days to negotiate any substitute provision(s).

## **ARTICLE 35      DURATION AND FINALITY OF AGREEMENT**

### **Section A:**

This Agreement shall remain in full force and effect until September 30, 2019. The Agreement will become effective upon the Mayor's approval subject to the provisions of D.C. Code §1- 617.15 (2014 Repl. and 2016 Supp.) and ratification by the Union. If disapproved because certain provisions are asserted to be contrary to applicable law of if not ratified by the Union, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

### **Section B:**

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. The Employer and the Union agree to waive the right to negotiate with respect to any subject or matter referred to or covered or not specifically referred to in this Agreement for the duration of this contract, unless by mutual consent or as provided in this Agreement.

### **Section C:**

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.

### **Section D:**

This Agreement shall remain in effect until September 30, 2019, in accordance with Section A of this Article, and may be automatically renewed for one (1) year periods unless either party gives written notice of its intention to terminate or modify the Agreement no later than 120 days prior to the expiration of the agreement.

### **Section E:**

All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control provided, however, that if the Employer desires to institute a major change that has a significant impact upon the term(s) or condition(s) of employment of the entire bargaining unit or any group of bargaining unit employees, the Employer shall provide the Union with advance

notice of the change and upon written request of the Union, the parties shall negotiate the impact and effects of such change.

**Section F:**

All citations to the D.C. Code within this Agreement are to the 2001 Edition, unless stated otherwise.

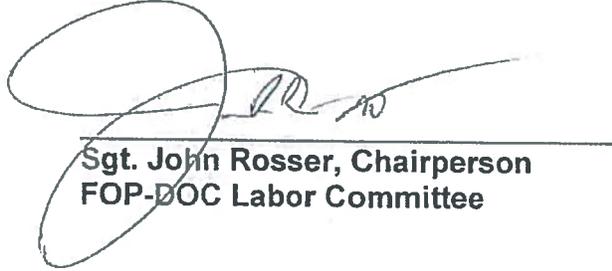
On this 2<sup>nd</sup> day of November, 2016, and in witness to this Working Conditions Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee, the parties hereto set their signatures.

**For the District of Columbia Government  
Department of Corrections**

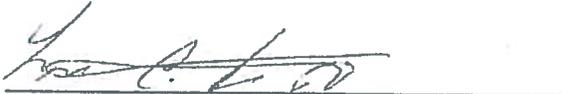
**For the Fraternal Order of Police/  
Department of Corrections Labor  
Committee**



**Thomas N. Faust  
Director, Department of Corrections**



**Sgt. John Rosser, Chairperson  
FOP-DOC Labor Committee**



**Lionel C. Sims Jr., Esq.  
Director, OLRCB**



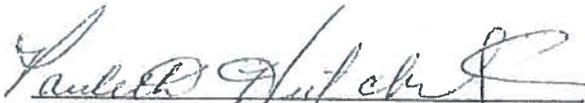
**Mack Wilson  
Negotiation Team Member**



**Dean S. Aqui  
Supervisory Attorney Advisor, OLRCB**



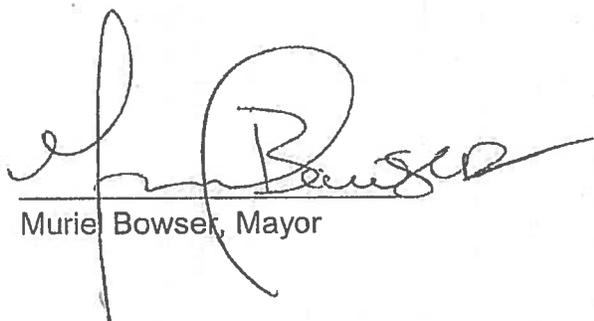
**Theresa Capers  
Negotiation Team Member**



**Paulette S. Hutchings-Johnson  
Labor Liaison, Department of Corrections**

**APPROVAL**

The Collective Bargaining Agreement between the District of Columbia Department of Corrections and the Fraternal Order of Police/Department of Corrections Labor Committee dated November 2, 2016 has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 2<sup>nd</sup> day of November, 2016.



Murie Bowser, Mayor



REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity):

1.	negotiations;
2.	discussions between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
3.	any appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions, regulations, or law;
4.	grievance meetings and arbitration hearings;
5.	EEO complaint settlements, and administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure, or if the Union is representing the employee;
6.	a disciplinary or adverse action oral reply meeting, if the Union is designated as representative of the employee;
7.	any meetings for the purpose of presenting replies to the proposed termination of probationers, if the Union is designated as representatives of the employee;
8.	any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases, if the Union is designated as representative of the employee;
9.	attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action under Chapter 16 of the DPM and the employee has requested representation;
10.	informal consultation meetings between the Employer and the Union;
11.	conferring with effected employees about matters for which remedial relief is available under the terms of this Agreement;
12.	preparation of reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization;
13.	to effectuate contacts with officials of government including the Mayor, the Council, Congress and their staffs;
14.	attendance at meetings of committees on which Union representatives are authorized membership by the Employer or this Agreement;
15.	attendance at labor-management partnership meetings or other cooperative effort;
16.	attendance at agency recognized/sponsored activities to which the Union has been invited;
17.	to attend training or other activities designed primarily to further the interests of the Government by improving the Labor-Management relationship;
18.	travel to any of the activities listed above.
19.	
20.	

ATTACHMENT 2

ARBITRATION PANEL

1. Paul Greenberg
2. Gloria Johnson
3. Andrew Strongin, Jr.
4. M. David Vaughn
5. Barry Shapiro
6. Charles Feigenbaum
7. Lois Hochhauser
8. Jerome Ross
9. Joyce Klein

**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

**EFFECTIVE APRIL 1, 2013 – SEPTEMBER 30, 2017**

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**PREAMBLE**

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

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

**ARTICLE 1  
WAGES**

**SECTION A: FISCAL YEAR 2013:**

Effective the first day of the first full pay period beginning on or after April 1, 2013, the FY 2013 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

**SECTION B: FISCAL YEAR 2014:**

The Parties agree that the District shall set aside the amount equivalent to 1.5% of the total salaries for Compensation Units 1 and 2, as of November 19, 2012, to be used to implement any compensation adjustment required by the Classification and Compensation and Reform Project.

**SECTION C: FISCAL YEAR 2015:**

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2015 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 and 2 by the Public Employees Relations Board shall be adjusted by 3%.

**SECTION D: FISCAL YEAR 2016:**

Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2016 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

**SECTION E: FISCAL YEAR 2017:**

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2017 salary schedules of employees employed in bargaining units as certified and assigned to Compensation Units 1 & 2 by the Public Employees Relations Board shall be adjusted by 3%.

**ARTICLE 2  
METRO PASS**

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty five (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

**ARTICLE 3  
PRE-PAID LEGAL PLAN**

**SECTION A:**

The Employer shall make a monthly contribution of ten dollars (\$10.00) for each bargaining unit member toward a pre-paid legal services plan. The Employer shall make monthly contributions directly to the designated provider of the legal services program.

**SECTION B:**

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

**SECTION C:**

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

**SECTION D:**

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**SECTION E:**

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

**ARTICLE 4  
DISTRICT OF COLUMBIA  
NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE  
PROGRAM**

**SECTION A:**

The Parties shall continue the Joint Labor-Management Taskforce on Employee Housing.

**SECTION B:**

Pursuant to the DPM, Part 1, Chapter 3 §301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District of Columbia, a joint Labor-Management Task Force on Employee Housing was established during previous negotiations with Compensation Units 1 & 2. The Taskforce strives to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce collaborates with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for bargaining unit employees, who have been employed by the District Government for at least one year.

**SECTION C:**

The parties agree that \$500,000.00 will be set aside to be used toward Negotiated employee Assistance Home Purchase Program (NEAHP) for the duration of the Agreement. If at any time, the funds set aside have been depleted, the Parties will promptly convene negotiations to provide additional funds for the program.

**SECTION D:**

Any funds set aside in Fiscal Years 2014, 2015, 2016 and 2017 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Units 1 and 2 Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY 2014 – FY 2017.

**ARTICLE 5  
BENEFITS COMMITTEE**

**SECTION A:**

The parties agree to continue their participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Compensation Units 1 and 2. The Benefits Committee shall meet quarterly, in January, April, July and October of each year.

**SECTION B: RESPONSIBILITIES:**

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

**SECTION C:**

The Committee shall:

1. Monitor the quality and level of services provided to covered employees under existing Health, Optical and Dental Insurance Plans for employees in Compensation Units 1 and 2.
2. Recommend changes and enhancements in Health, Optical and Dental benefits for employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXI of the D.C. Official Code (2001 ed.).
3. With the assistance of the Office of Contracting and Procurement, evaluate criteria for bids, make recommendations concerning the preparation of solicitation of bids and make recommendations to the contracting officer concerning the selection of providers following the receipt of bids, consistent with Chapter 4 of the D.C. Official Code (2001 ed.).

4. Following the receipt of bids to select health, dental, optical, life and disability insurance providers, the Union's Chief Negotiator shall be notified to identify no more than two individuals to participate in the RFP selection process.
5. Explore issues concerning the workers' compensation system that affect employees in Compensation Units 1 and 2 consistent with Chapter 6, Subchapter XXIII of the D.C. Official Code (2001 ed.).
6. The Union shall be notified of proposed benefit programs to determine the extent to which they impact employees in Compensation Units 1 and 2. Upon notification, the Union shall inform the Office of Labor Relations and Collective Bargaining within ten (10) calendar days to discuss any concerns it has regarding the impact on employees in Compensation Units 1 and 2.

## **ARTICLE 6 BENEFITS**

### **SECTION A: LIFE INSURANCE:**

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

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

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

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

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

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

**SECTION B: HEALTH INSURANCE:**

1. Pursuant to D.C. Official Code §1-621.02 (2001 Edition), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

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

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

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

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

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

and union representatives are entitled to review copies of the actual plan description upon advance request.

**SECTION C: OPTICAL AND DENTAL:**

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

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

**SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM**

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

**SECTION E: ANNUAL LEAVE:**

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

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

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

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

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

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

**SECTION F: SICK LEAVE:**

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

**SECTION G: OTHER FORMS OF LEAVE:**

1. **Military Leave:** An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

2. **Court Leave:** An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2001 Edition).

3. **Funeral Leave:**

a. An employee is entitled to two (2) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion. However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

b. For the purpose of this section "immediate relative" means the following relatives of the employee: spouse (including a person identified by an employee as his/her "domestic partner" (as defined in D.C. Official Code §32-701 (2001 edition), and related laws), and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2001 Edition).

**SECTION H: PRE-TAX BENEFITS:**

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

**SECTION I: RETIREMENT:**

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

- (a) Age 55 and 30 years of service;
- (b) Age 60 and 20 years of service;
- (c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

- (a) Age 50 and 20 years of service;
- (b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

**2. CIVIL SERVICE RETIREMENT SYSTEM: SPECIAL RETIREMENT PROVISIONS FOR LAW ENFORCEMENT OFFICERS:**

Employees first hired by the District of Columbia Government before October 1, 1987, who are subject to the provisions of the CSRS and determined to be:

- (a) a "law enforcement officer" within the meaning of 5 U.S.C. §8331(20)(D);  
and
- (b) eligible for benefits under the special retirement provision for law enforcement officers;

shall continue to have their retirement benefits administered by the U. S. Office of Personnel Management in accordance with applicable law and regulation.

**3. DEFINED CONTRIBUTION PENSION PLAN:**

**Section A:**

The District of Columbia shall continue the Defined Contribution Pension Plan currently in effect which includes:

- (1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.
- (2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.
- (3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.
- (4) Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee
  - (a) Establishment of the Joint Labor-Management Technical Advisory Pension Reform Committee (JLMTAPRC or Committee)

- (1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a

deferred compensation component and a defined benefit component.

(2) Accordingly, the Parties agree that the JLMTAPRC is hereby established for the purpose of developing an enhanced retirement program for employees covered by the Compensation Units 1 and 2 Agreement.

(b) Composition of the JLMTAPRC

The Joint Labor-Management Technical Advisory Pension Reform Committee will be composed of six (6) members, three (3) appointed by labor and three (3) appointed by management, and the Chief Negotiators (or his/her designee) of Compensation Units 1 and 2. Appointed representatives must possess a pension plan background including but not limited to consulting, financial or actuarial services. In addition, an independent consulting firm with demonstrated experience in pension plans design and actuarial analysis will support the Committee.

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

- Plan and design an enhanced retirement program for employees hired on or after October 1, 1987 with equitable sharing of costs and risks between employee and employer;
- Establish a formula cap for employee and employer contributions;
- Establish the final compensation calculation using the highest three-year consecutive average employee wages;
- Include retirement provisions such as disability, survivor and death benefits, health and life insurance benefits;
- Design a plan sustainable within the allocated budget;
- Draft and support legislation to amend the D.C. Code in furtherance of the "Enhanced Retirement Program."

(d) Duration of the Committee

The Committee shall complete and submit a report with its recommendations to the City Administrator for the District of Columbia within one hundred and twenty (120) days after the effective date of the Compensation Units 1 and 2 Agreement.

**4. TIAA-CREF PLAN:**

For eligible education service employees at the University of the District of Columbia hired by the University or a predecessor institution, the University will contribute an amount not less than seven percent (7%) of their base salary to the Teachers Insurance and Annuity Association College Retirement Equities Fund (TIAA-CREF).

**SECTION J: HOLIDAYS:**

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) the following legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) Emancipation Day, April 16<sup>th</sup>;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Independence Day, July 4th of each year;
- (g) Labor Day, the 1st Monday in September of each year;
- (h) Columbus Day, the 2nd Monday in October of each year;
- (i) Veterans Day, November 11th of each year;
- (j) Thanksgiving Day, the 4th Thursday in November of each year;  
and
- (k) Christmas Day, December 25th of each year.

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

**ARTICLE 7  
OVERTIME**

**SECTION A: Overtime Work:**

Hours of work authorized in excess of eight (8) hours in a pay status in a day or forty (40) hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight (8) hours shift or the forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked a sixteen (16) hour shift (back-to-back) and takes unscheduled leave for an eight (8) hour period following the back-to-back shift or where an employee has indicated his/her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

**SECTION B: Compressed, Alternate and Flexible Schedules:**

1. Compressed, Alternate and Flexible schedules may be jointly determined within a specific work area that modifies this overtime provision (as outlined in Section A of this Article) but must be submitted to the parties to this contract prior to implementation. This Agreement to jointly determine compressed schedules does not impact on the setting of the tour of duty.

2. When an employee works a Compressed, Alternate, and Flexible schedule, which generally means (1) in the case of a full-time employee, an 80-hour biweekly basic work requirement which is scheduled for less than 10 workdays, and (2) in the case of a part-time employee, a biweekly basic work requirement of less than 80 hours which is scheduled for less than 10 workdays, the employee would receive overtime pay or compensatory time for all hours in a pay status in excess of his/her assigned tour of duty, consistent with the 2004 District of Columbia Omnibus Authorization Act, 118 Stat. 2230, Pub. L. 108-386 Section (October 30, 2004).

3. The purpose of this Section is to allow for authorized Compressed, Alternate, and Flexible time schedules which exceed eight (8) hours in a day or 40 hours in a week to be deemed the employee's regular tour of duty, and not be considered and not be considered overtime within the confines of the specific compressed work schedule and this Article. Bargaining unit members so affected would receive overtime or compensatory time for all hours in pay status in excess of their assigned tour of duty.

**SECTION C:**

Subject to the provisions of Section D of this Article, an employee who performs overtime work shall receive either pay or compensatory time at a rate of time and one-half (1-1/2) for each hour of work for which overtime is payable.

**SECTION D:**

Bargaining Unit employees shall receive overtime pay unless the employee and the supervisor mutually agree to compensatory time in lieu of pay for overtime work. Such mutual agreement shall be made prior to the overtime work being performed.

**SECTION E:**

Paramedics and Emergency Medical Services Technicians employed by the Fire and Emergency Medical Services Department and represented by the American Federation of Government Employees, Local 3721 shall earn overtime after they have worked 40 hours in a week.

**ARTICLE 8  
INCENTIVE PROGRAMS**

**PART I - SICK LEAVE INCENTIVE PROGRAM:**

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

**SECTION A:**

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

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

**SECTION B:**

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

**SECTION F:**

This program shall be in effect in Fiscal Years 2014, 2015, 2016 and 2017.

**PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:**

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the High Performance Workplace Committee agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award. The District of Columbia Government Office of Labor Management Partnerships and the District of Columbia Incentive Awards Committee may serve as resources at the request of the parties in the implementation of the pilot incentive programs within agencies.

**ARTICLE 9**

**CALL-BACK/CALL-IN/ON-CALL AND PREMIUM PAY**

**SECTION A: CALL-BACK**

A minimum of four (4) hours of overtime, shall be credited to any employee who is called back to perform unscheduled overtime work on a regular workday after he/she completes the regular work schedule and has left his/her place of employment.

**SECTION B: CALL-IN**

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

2. A minimum of four (4) hours of overtime work shall be credited to any employee who is called in when not scheduled and informed in advance, on one of the days when he/she is off duty.

**SECTION C: ON-CALL**

1. An employee may be required to be on call after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. The employee's schedule must specify the hours during which he/she will be required to remain on-call. On call designation will be made on the form attached as Appendix 1.

**SECTION D: HOLIDAY PAY**

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

**SECTION E: NIGHT DIFFERENTIAL**

An employee shall receive night differential pay at a rate of ten percent (10%) in excess of their basic day rate of compensation when they perform night work on a regularly scheduled tour of duty falling between 6:00 p.m. and 6:00 a.m. Employees shall receive night differential in lieu of shift differential.

**SECTION F: PAY FOR SUNDAY WORK**

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work performed which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium pay is computed as an additional twenty-five percent (25%) of the employee's basic rate of compensation.

**SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES**

1. The Additional Income Allowance (AIA) program within the Child and Family Services Agency (CFSA) which was established pursuant to the "Personnel Recruitment and Retention Incentives for Child and Family Services Agency Compensation System Changes Emergency Approval Resolution of 2001", Council Resolution 14-53 (March 23, 2001) and as contained in Chapter 11, Section 1154 of the District Personnel Manual, "Recruitment and Retention Incentives – Child and Family Services Agency," shall remain in full force and effect during the term of this Agreement.
2. The Administration of the AIA within CFSA shall be governed by the implementing regulations established in Child and Family Services Agency, Human Resources Administration Issuance System, HRA Instruction No. IV.11-3.

3. **OTHER SUBORDINATE AGENCIES WITH SIGNIFICANT RECRUITMENT AND RETENTION PROBLEMS**

Subordinate agencies covered by this Agreement may provide additional income allowances for positions that have significant recruitment and retention problems consistent with Chapter 11, Part B, Section 1143 of the District Personnel Manual.

**ARTICLE 10  
MILEAGE ALLOWANCE**

**SECTION A:**

The parties agree that the mileage allowance established for the employees of the Federal Government who are authorized to use their personal vehicles in the performance of their official duties shall be the rate for Compensation Units 1 and 2 employees, who are also authorized in advance, by Management to use their personal vehicles in the performance of their official duties.

**SECTION B:**

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

**SECTION C:**

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code §§2-411 through 2-416 (2001 Edition)). The Non-Liability Act generally provides that a District Employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. §3701 *et seq.*).

**SECTION D:**

No employee within Compensation 1 and 2 shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire

documentation informs the employee that the use of his/her personal vehicle is a requirement of the job.

**SECTION E:**

Employees required as a condition of employment to use their personal vehicle in the performance of their official duties may be provided a parking space or shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties.

**ARTICLE 11**  
**ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT**

**SECTION A:**

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

**SECTION B:**

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

**ARTICLE 12**  
**BACK PAY**

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

**ARTICLE 13**  
**DUTY STATION COVERAGE**

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

## **ARTICLE 14 GRIEVANCES**

### **SECTION A:**

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

### **SECTION B:**

Grievances concerning compensation shall be filed with the appropriate agency and the Office of Labor Relations and Collective Bargaining under the applicable working conditions agreement.

## **ARTICLE 15 LOCAL ENVIRONMENT PAY**

### **SECTION A:**

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

### **SECTION B:**

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

**SECTION C:**

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

**SECTION D:**

The determination as to whether additional pay is warranted for workplace exposure to environmental hazards, hardships or unusual working conditions may be initiated by an agency or labor organization in accordance with the provisions of Chapter 11B, Subpart 10.6 of the DPM.

**SECTION E:**

Employees eligible for local environment pay under the terms of this Agreement shall be compensated as follows:

1. **Severe Exposure.** Employees subject to "Severe" exposure shall receive local environment pay equal to twenty seven percent (27%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "severe" exposure:

- High Work

2. **Moderate Exposure.** Employees subject to "Moderate" exposure shall receive local environment pay equal to ten percent (10%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "moderate" exposure:

- Explosives and Incendiary  
Materials – High Degree Hazard
- Poison (Toxic Chemicals)  
– High Degree Hazard
- Micro Organisms  
– High Degree Hazard

3. **Low Exposure.** Employees subject to "Low" exposure shall receive local environment pay equal to five percent (5%) of *the rate for RW 10, step 2 on the Compensation Unit 2 pay schedule*. The following categories of work are currently paid the rate for "low" exposure:

- Dirty Work
- Cold Work
- Hot Work
- Welding Preheated metals

- Explosives and Incendiary Materials
  - Low Degree Hazard
- Poison (Toxic Chemicals)
  - Low Degree Hazard
- Micro Organisms
  - Low Degree Hazard

**SECTION F:**

These changes to local environment pay shall not take effect until the payroll modules of PeopleSoft are implemented by the District of Columbia.

**ARTICLE 16  
NEWLY CERTIFIED BARGAINING UNITS**

For units placed into a new compensation unit, working conditions or non-compensatory matters shall be negotiated simultaneous with negotiations concerning compensation. Where the agreement is for a newly certified collective bargaining unit assigned to an existing compensation unit, the parties shall proceed promptly to negotiate simultaneously any working conditions, other non-compensatory matters, and coverage of the compensation agreement. There should not be read into the new language any intent that an existing compensation agreement shall become negotiable when there is a newly certified collective bargaining unit. Rather, the intent is to require prompt negotiations of non-compensatory matters as well as application of compensation (e.g., when pay scale shall apply to the newly certified unit).

**ARTICLE 17  
TERM AND TEMPORARY EMPLOYEES**

The District of Columbia recognizes that many temporary and term employees have had their terms extended to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the District of Columbia and the Union representing the employees in Compensation Units 1 and 2 agree to the following:

**SECTION A:**

Joint labor-management committees established in each agency/program in the Compensation Units 1 and 2 collective bargaining agreement which was effective through September 30, 2010, shall continue and will identify temporary and term employees whose current term and or temporary appointments extend to September 30, 2006, and who perform permanent services in District agency programs.

**SECTION B:**

Each Agency and Local Union shall review all term appointments within the respective agencies to determine whether such appointments are made and maintained consistent with applicable law. The Union shall identify individual appointments it believes to be contrary to applicable law and notify the Agency. The Agency shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, the Agency and the Union shall meet to resolve the matter.

**SECTION C:**

The agency shall convert bargaining unit temporary and term employees identified by the joint labor-management committees, who perform permanent services, who are in a pay status as of September 30, 2010, and are paid from appropriated funding to the career service prior to the end of the FY 2013 – FY 2017 Compensation Agreement.

**SECTION D:**

Prior to the end of the FY 2013 – FY 2017 Compensation Agreement, to the extent not inconsistent with District or Federal law and regulation, the District shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees identified by the joint labor-management committees who perform permanent services, are in a pay status as of September 30, 2017, are full-time permanent positions, and are paid through intra-district funding or federal grant funding.

**SECTION E:**

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with the D.C. Official Code.

**SECTION F:**

District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

**SECTION G:**

A Joint-Labor Management Committee shall consist of one (1) representative from each national union comprising Compensation Units 1 and 2. The District shall appoint an equal number of representatives. The Committee will facilitate the implementation of this Article should difficulties arise in the Joint-Labor Management Committees set forth in Section A.

**ARTICLE 18**  
**SAVINGS CLAUSE**

**SECTION A:**

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

**SECTION B:**

The terms of this contract supersede any subsequently enacted D.C. laws, District Personnel Manual (DPM) regulations, or departmental rules concerning compensation covered herein.

**ARTICLE 19**  
**DURATION**

This Agreement shall remain in full force and effect through September 30, 2017. On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, and as witness the parties hereto have set their signature.

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

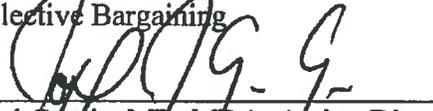
FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT



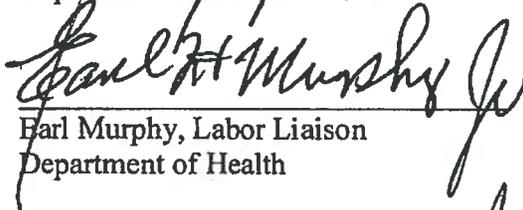
Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining



Dean AQUI,  
Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining



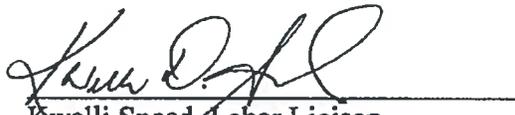
Joxel Garcia, MD, MBA, Acting Director  
Department of Health



Earl Murphy, Labor Liaison  
Department of Health



William Howland, Director  
Department of Public Works

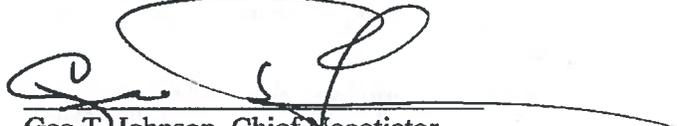


Kwelli Sneed, Labor Liaison  
Department of Public Works



Cathy Lanier, Chief  
Metropolitan Police Department

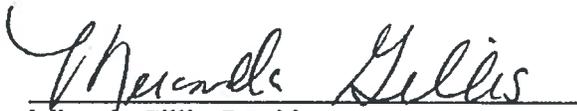
FOR THE UNIONS



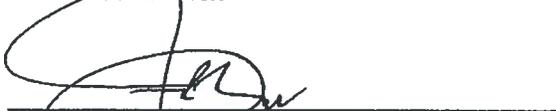
Geo T. Johnson, Chief Negotiator  
Compensation Units 1 and 2



James Ivey, President  
AFSCME Local 2091



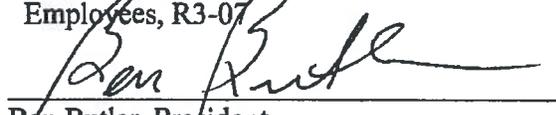
Miranda Gillis, President  
AFGE Local 2725



John Rosser, Chairman  
Fraternal Order of Police/Department of  
Corrections Labor Committee



Lee Blackmon, President  
National Association of Government  
Employees, R3-07



Ben Butler, President  
AFGE Local 2741



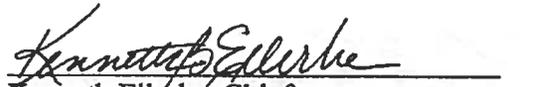
Cynthia Perry, Staff Representative  
1199 NUCHHE

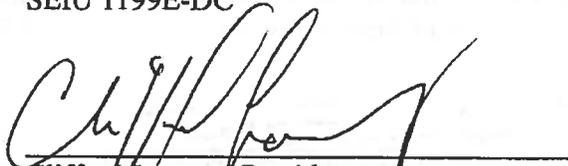
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

\_\_\_\_\_  
Mark Viehmeyer, Labor Liaison  
Metropolitan Police Department

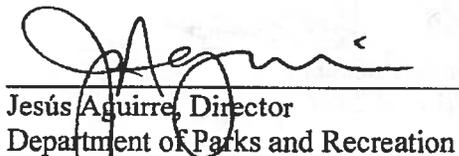
  
\_\_\_\_\_  
Lisa Wallace, Vice President  
SEIU 1199E-DC

  
\_\_\_\_\_  
Kenneth Ellerbe, Chief  
DC Fire and Emergency Medical Services

  
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Clifford Lowrey, President  
AFGE Local 1975

\_\_\_\_\_  
Brian Lee  
DC Fire and Emergency Medical Services

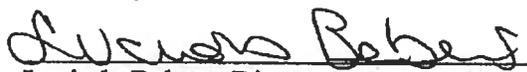
\_\_\_\_\_  
Sabrina Brown, President  
AFSCME Local 2401

  
\_\_\_\_\_  
Jesús Aguirre, Director  
Department of Parks and Recreation

\_\_\_\_\_  
Reginald Walker, President  
AFSCME Local 1200

  
\_\_\_\_\_  
Jamarj Johnson, Labor Liaison  
Department of Park and Recreation

  
\_\_\_\_\_  
Cliff Dedrick, President  
AFSCME Local 2743

  
\_\_\_\_\_  
Lucinda Babers, Director  
Department of Motor Vehicles

\_\_\_\_\_  
Kenneth Lyons, President  
AFGE Local 3721

\_\_\_\_\_  
Odessa Nance, Labor Liaison  
Department of Motor Vehicles

  
\_\_\_\_\_  
Robert Hollingsworth, President  
AFSCME Local 2776

  
\_\_\_\_\_  
Terry Bellamy, Director  
Department of Transportation

  
\_\_\_\_\_  
Antoinette White-Richardson, President  
AFSCME Local 1808

Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2013

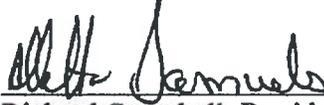
  
Melissa Williams, Labor Liaison  
Department of Transportation

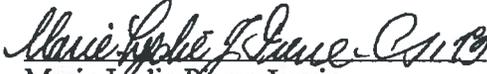
  
Robert Mayfield, President  
AFGE Local 2978

  
Thomas Faust, Director  
Department of Corrections

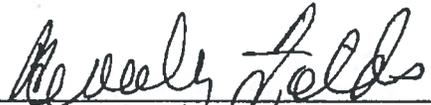
  
Timothy Traylor, President  
AFGE Local 383

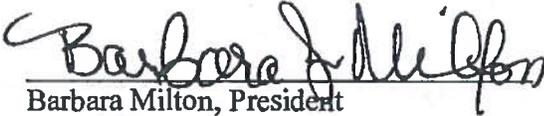
  
Paulette Johnson-Hutchings,  
Labor Liaison  
Department of Corrections

  
~~Richard Campbell~~, President Alletta Samuels  
AFGE Local 1000

  
Marie Lydie Pierre-Louis  
Chief Medical Examiner  
Office of the Chief Medical Examiner

  
Walter Jones, President  
AFSCME Local 2087

  
Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner

  
Barbara Milton, President  
AFGE Local 631

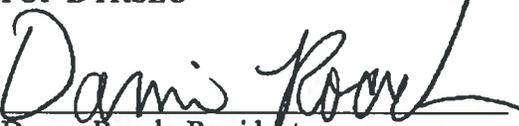
  
Brian Hanlon, Director  
Department of General Services

  
Antonio Reed, President  
NAGE R3-05

  
Cecelia Banks, Labor Liaison  
Department of General Services

  
Cedric Crawley  
FOP-DYRSLC

  
Phillip A. Lattimore, III, Director  
Office of Risk Management

  
Darren Roach, President  
AFSCME Local 877

**Compensation Units One and Two Collective Bargaining Agreement**

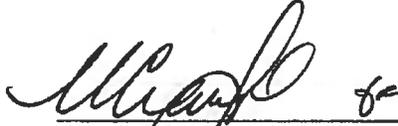
Signed: July, 2012

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Amy Mauro, Labor Liaison  
Office of Risk Management

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Sheila Bailey-Wilson, President  
AFSCME Local 709

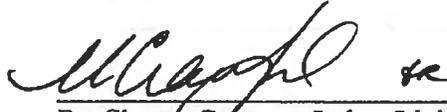


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Emily Duso, Interim State  
Superintendent of Education  
Office of the State Superintendent  
Of Education

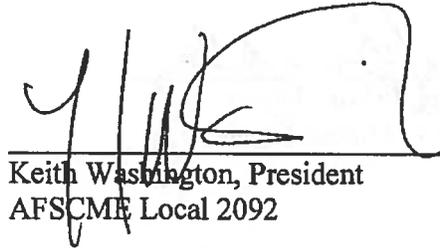
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Johnnie Walker, Representative  
AFGE Local 3444



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RaeShawn Crosson, Labor Liaison  
Office of the State Superintendent  
Of Education



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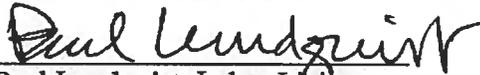
Keith Washington, President  
AFSCME Local 2092

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Dr. Natwar Gandhi,  
Chief Financial Officer  
Office of the Chief Financial Officer

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Mary Horne, President  
AFSCME Local 2095



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Paul Lundquist, Labor Liaison  
Office of the Chief Financial Officer



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Phillip A. Lattimore, III, Director  
Office of Risk Management



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Wayne M. Turnage, Director  
Department of Health Care Finance

**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

\_\_\_\_\_  
Portia Shorter, Labor Liaison  
Department of Health Care Finance

David G. Berns  
David Berns, Director  
Department of Human Services

Jaki Buckley  
Jaki Buckley, Labor Liaison  
Department of Human Services

\_\_\_\_\_  
Ginnie Cooper, Executive Director  
DC Public Libraries

Barbara L. Kirven  
Barbara Kirven, Labor Liaison  
DC Public Libraries

Jennifer Green  
Jennifer Green, Director  
Office of Unified Communications

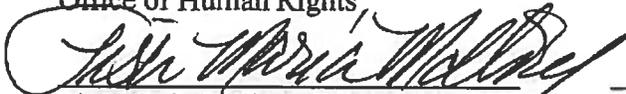
Arnita Bonner-Evans  
Arnita Bonner-Evans, Labor Liaison  
Office of Unified Communications

**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

\_\_\_\_\_  
Gustavo F. Velasquez, Director  
Office of Human Rights

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Ayanna Lee, Labor Liaison  
Office of Human Rights

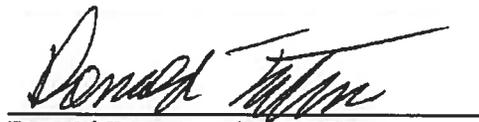
  
\_\_\_\_\_  
Lisa Maria Mallory, Director  
Department of Employment Services

\_\_\_\_\_  
Rahsaan J. Coefield, Labor Liaison  
Department of Employment Services

  
\_\_\_\_\_  
William P. White, Commissioner  
Department of Insurance, Securities  
And Banking

  
\_\_\_\_\_  
Margaret Schruender, Labor Liaison  
Department of Insurance, Securities  
And Banking

  
\_\_\_\_\_  
Nicholas A. Majett, Director  
Department of Consumer and  
Regulatory Affairs

  
\_\_\_\_\_  
Donald Tatum, Labor Liaison  
Department of Consumer and  
Regulatory Affairs

**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

\_\_\_\_\_  
Keith Anderson, Director  
Department of the Environment



\_\_\_\_\_  
Denise Rivera-Portis, Labor Liaison  
Department of the Environment

\_\_\_\_\_  
Michael Kelly, Director  
Department of Housing and  
Community Development



\_\_\_\_\_  
Angela Nottingham, Labor Liaison  
Department of Housing and  
Community Development

\_\_\_\_\_  
Dr. James E. Lyons, Sr., Interim President  
University of the District of Columbia

\_\_\_\_\_, Labor Liaison  
University of the District of Columbia



\_\_\_\_\_  
Neil Stanley, Director  
Department of Youth Rehabilitation  
Services

\_\_\_\_\_  
Tania Mortensen, Labor Liaison  
Department of Youth Rehabilitation  
Services



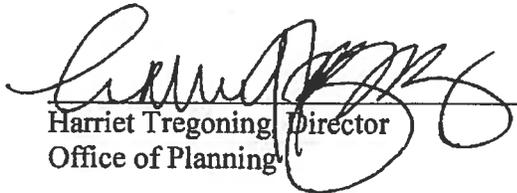
\_\_\_\_\_  
Vikkie Garay, Labor Liaison  
Department of General Services

**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

\_\_\_\_\_  
Ron M. Linton, Commissioner  
DC Taxicab Commission

\_\_\_\_\_  
Patty Mason, Labor Liaison  
DC Taxicab Commission

  
\_\_\_\_\_  
Harriet Tregoning, Director  
Office of Planning

  
\_\_\_\_\_  
Sandra Harp, Labor Liaison  
Office of Planning

\_\_\_\_\_  
Eric E. Richardson, Executive Director  
Office of Cable Television

\_\_\_\_\_  
Angela Harper, Labor Liaison  
Office of Cable Television

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Robert Mancini, Chief Technology Officer  
Office of the Chief Technology Officer

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Christina Fleps, Labor Liaison  
Office of the Chief Technology Officer

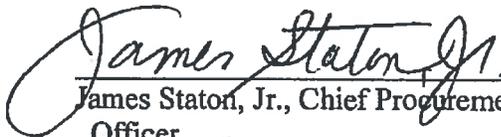
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

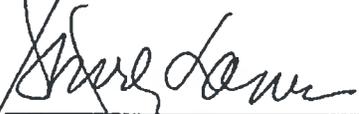


\_\_\_\_\_  
Laura L. Nuss, Director  
Department of Disability Services

\_\_\_\_\_  
Kehinde Asuelimen, Labor Liaison  
Department of Disability Services



\_\_\_\_\_  
James Staton, Jr., Chief Procurement  
Officer  
Office of Contracting and Procurement



\_\_\_\_\_  
Shirley Darrin, Labor Liaison  
Office of Contracting and Procurement



\_\_\_\_\_  
Stephen Baron, Director  
Department of Mental Health



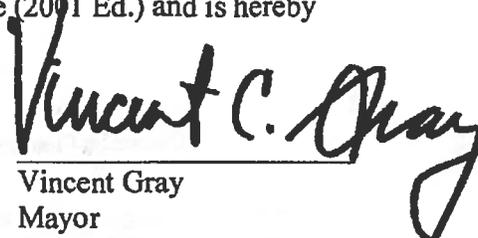
\_\_\_\_\_  
Frankie T. Wheeler, Director,  
Human Resources  
Department of Mental Health



\_\_\_\_\_  
Brendolyn McCarty-Jones, Labor Liaison  
Department of Mental Health

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated April 12, 2012, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 8 day of July, 2013.

  
Vincent Gray  
Mayor

APPENDIX A

Memorandum of Understanding

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

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

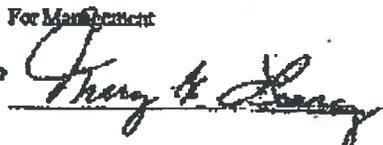
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications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

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

For Labor

  
\_\_\_\_\_  
David Joel Schlein

For Management

  
\_\_\_\_\_  
Cheryl B. [unclear]

January 30, 2001

**APPENDIX B**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
DISTRICT OF COLUMBIA  
AND  
COMPENSATION UNITS 1 AND 2  
CLASSIFICATION AND COMPENSATION REFORM TASK FORCE INITIATIVES**

Pursuant to the terms of the "Memorandum of Understanding Between Compensation - Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review," which was incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2, FY 2001-FY 2003 ("Compensation Agreement"), the District of Columbia Government and the Unions in Compensation Units 1 and 2, established the Joint Labor-Management Classification and Compensation Reform Task Force (Joint Task Force). In addition, under the terms of the Compensation Agreement, the District Government agreed to set aside certain funding in fiscal years 2002 and 2003, which would be used by the Joint Task Force to implement initiatives designed to reform the District's compensation and classification systems.

The Compensation Agreement provides that in FY 2003 the District shall invest the equivalent of a minimum of one percent (1 %) increase in the aggregate salaries of Compensation Units 1 and 2 ("1 % Set-aside") toward classification and compensation reform. The District expended a portion of the 1 % Set-aside to implement the first significant change to the compensation system in the District by changing the pay progression of Compensation Units 1 and 2 employees, or how employees move between steps within a grade. The Joint Task Force has also agreed to begin the first classification reform project by reviewing the position classifications in each of the 9 occupational pay groups and where appropriate reclassify positions and adjust the grades and rates of pay for the reclassified positions.

The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed that the District shall expend the unencumbered FY 2003 1% Set-aside fund balance under the terms of the Compensation Agreement, to fund increases in salaries or make other pay adjustments for employees in Compensation Units 1 and 2 who occupy positions the grade and/or the rate of pay of which is changed because of reclassification, re-grading, rate adjustment or changes in the District's classification and/or compensation policy as part of the classification reform project initiated by the Joint Task Force in FY 2003.

The Joint Task Force has agreed to apply any rate adjustment retroactively to a date in FY 2003. The retroactive date of implementation will be determined based on the number of employees affected and the unexpended balance of the 1% set-aside. That is pay adjustments will be made in affected employees' pay retroactive to the date permitted by the fund balance. Payment to employees should be made by March 31, 2004.