

**DEPARTMENT OF FORENSIC SCIENCES (FR0)
FY 2016 AND FY 2017 SUB-GRANTS LIST**

AGENCY SUB-GRANTOR	GRANT NAME	PURPOSE	SUB-GRANT PERIOD	FY 2016 AMOUNT	FY 2016 FTEs	FY 2017 AMOUNT	FY 2017 FTEs
Office of Victim Services and Justice Grants	Physical Evidence Recovery Kit Processing and Data Initiative.	To process sexual assault kits in a timely and cost effective fashion	10/01/14 - 09/30/16 - 09/30/17	\$275,000.00	3.25	\$375,000.00	3.25
Office of Justice Grants Administration	Paul Coverdale Firearms	Improve the quality and timeliness of forensic science and medical examiner services	10/01/15 - 03/31/16	\$15,871.00	-	\$0.00	
Office of Justice Grants Administration	2014 Coverdale Funding	Improve the quality and timeliness of forensic science and medical examiner services	10/01/14 - 09/30/16 09/30/17	\$30,966.00		\$35,168.00	
Department of Health (HCO)	Global MOU for various CDC testing	To provide Public Health Sample testing for Various CDC samples	10/01/14 - 09/30/16 09/30/17	\$994,376.00	-	\$1,179,937.00	3.00

PUBLIC SAFETY AND JUSTICE AGENCY
FY 2017 GRANT FUNDED EMPLOYEES

Agency Code	Fiscal Year	Program Code	Activity Code	Filled or Vacant	Employee Name	Position Number	Position Title	Salary	Fringe	Grant/PH	FTE	BEGIN DATE	END DATE	How will costs be covered after the Grant End Date?
FR0	2017	2000	2020	F	McNeil,Kamedra D	00083072	Forensic Scientist I (DNA)	61,491	13,590	DNA16/16	1.00	01/01/15	12/31/17	Petition for Position to transfer to local
FR0	2017	2000	2020	F	Perez,Yoelia	00083073	Forensic Scientist (DNA)	54,299	12,000	DNA16/16	1.00	01/01/15	12/31/17	Petition for Position to transfer to local
FR0	2017	2000	2020	F	Enad,Jonah	00086153	Forensic Science Technician (C)	55,929	12,360	DNA16/16	1.00	01/01/15	12/31/17	Petition for Position to transfer to local
FR0	2017	2000	2020	F	Feter,Andrew	00087511	Forensic Scientist I (DNA)	61,491	13,590	DNA16/16	1.00	01/01/15	12/31/17	Petition for Position to transfer to local
FR0	2017	2000	2020	V		00083075	Forensic Science Technician (F)	51,039	11,280	DNA16/16	1.00	01/01/15	12/31/17	Petition for Position to transfer to local
AGENCY GRAND TOTAL								284,249	62,819		5.00			

1. OBJECTIVE: Improve forensic laboratory services to stakeholders.

1.1. Initiative: Increase the Firearms Examination Unit's capacity to support the Metropolitan Police Department by purchasing a second national intelligence workstation. Completed within Budget.

Supervised training of FEU trainees has been conducted; the Individuated Training Plan (ITP) has three (3) FEU trainees scheduled for completion by December 2016. Six (6) FEU Contractors were hired to help reduce the backlog from 1212 cases to 956 cases. FEU has also purchased and is in the process of implementing Gun-Ops, which is a crime tracking map application and Mideo which assists firearm examiners with case management.

1.2. Initiative: Adopt a Laboratory Information Management System (LIMS) in the Latent Fingerprint Unit to improve work flow productivity. Completed within Budget.

LFU uses LIMS worksheets to input case notes and results ensuring adherence to forensic accreditation and quality assurance standards. LIMS has resulted in more effective case management by tracking case requests so priorities are assigned and worked in a timely manner. Contractor assistance had great effect on LFU productivity and customer satisfaction. Case output tripled and LFU AFIS database entries increased by about 8 times leading to more AFIS hits assisting MPD in closing cases.

1.3. Initiative: Recommence DNA casework in the Forensic Biology Unit. Completed within Budget.

FBU staff completed training in 8 months to include workshops, practical, theory, and hands-on experience with STRMix. FBU restarted on February 18, 2016. Now that unit is online, data collection will be ongoing.

2. OBJECTIVE: Develop new forensic services to improve scientific information for public safety.

2.1. Initiative: Scope the introduction of next-generation sequencing for DNA analysis. Completed within Budget.

Joined 2 other labs to conduct validation plan for forensic DNA community - Armed Forces DNA Identification Laboratory [AFDIL] and University of North Texas [UNT] Health Sciences Center. Validation plan established across all 3 labs to share workload and results. Intern has arrived to work with FBU staff to perform lab work. Training conducted with AFDIL to learn how to use equipment and determine which additional equipment and reagents are needed. NGS instrument, server and initial set of reagents delivered in September.

2.2. Initiative: Develop a prioritization and case acceptance process for evidence submitted to the FSL. Completed within Budget.

LFU developed a case completion and prioritization plan enabling the unit to work down backlog cases. Priority requests are identified in LIMS for tracking. FEU prioritizes cases with court dates, homicides and identified in stakeholder meetings. FEU process includes guidelines for customers to identify

eligible evidence versus non-eligible evidence for case submissions. FBU prioritizes sex kits and customer requests and determines if testing will be in-house or outsourced depending on the requested TAT and caseload.

2.3. Initiative: Scope the implementation of capabilities for Forensic Chemistry analysis. Completed within Budget.

Forensic Chemistry Unit placed under the Public Health Laboratory and headed by Dr. Luke Short.

3. OBJECTIVE: Improve the effectiveness and efficiency of public health laboratory services.

3.1. Initiative: Implement next-generation sequencing (NGS) technology into unknown organism identification in public health and forensic sciences. Completed within Budget.

DFS has procured two Miseq machines. One machine for the Forensic Biology Unit (FBU) within the Forensic Science Laboratory and the Public Health Laboratory (PHL). Three (3) PHL staff have been trained through a partner organization. Supplies for use have been obtained. On-site vendor training is upcoming during the 1st quarter of FY17 which will allow PHL to move towards implementing NGS as standard protocol for characterization of unknown isolates.

4. OBJECTIVE: Shift operational aspects to conform to agency-wide systems.

4.1. Initiative: Obtain accreditation in ISO 17025. 0-25%.

During 2016, the decision was made to hold on seeking ISO 17025 accreditation for the PHL. The focus for PHL was to improve their existing quality system to meet quality regulations as outlined under the Clinical Laboratory Improvement Act (CLIA) and Division of Select Agents and Toxins (DSAT).

4.2. Initiative: Obtain recertification of CLIA license. Completed within Budget.

CLIA inspectors conducted an on-site audit of the PHL on September 27 and 28, 2016. Inspectors reviewed written policies and protocols, patient test management records, records of competency and proficiency, records of quality control of instrumentation, and conducted interviews of PHL staff members. Close-out meeting was held September 28. During the meeting, auditors noted approximately seven minor non-conformities. The PHL is working to address the non-conformities mentioned in the close out session.

4.3. Initiative: Utilize PHL LIMS database. Completed within Budget.

PHL went live with Chemware Horizon LIMS in 3rd quarter. PHL is consistently working with the DFS IT team to work out issues involving codes for the different new tests being performed as well as how to properly track turnaround time. All PHL biology units are currently utilizing system.

5. OBJECTIVE: Improve crime scene services to District residents and stakeholders.

5.1. Initiative: Increase the level of DFS scene response. Completed within Budget.

Progress is being made over time whether due to hiring and/or training. Current staff level training is at 75% with trainees still being brought up to speed on the technology and homicide response.

5.2. Initiative 5.2: Hire additional Crime Scene Sciences forensic scientists and Central Evidence specialists and deploy CSSU forensic scientists to crime scenes. 75-99%.

Currently 94% of current new hires have been brought onto DFS, pending hire, or in the interview phase(s). DFS has been allotted an additional 22 FTE, to support CSSU. This will bring the projected staffing levels from 56 FTE to 78 FTE by the end of the next FY.

6. OBJECTIVE: Achieve and Maintain Accreditation under the International Organization for Standardization ISO 17025.

6.1. Initiative: Restore and Maintain Full Operational and Accreditation status of the DFS Forensic Science Laboratory (FSL) division. Completed within Budget.

On August 22 and 23, 2016, ANSI-ASQ National Accreditation Board auditors conducted an on-site surveillance of the Forensic Science Laboratory (FSL). The auditors noted only four minor non-conformities that required clarification in Standard Operating Procedures. There were no non-conformities in the Forensic Biology Unit.

On September 26, 2016, DFS was notified that we had successfully completed all requirements for continued ISO/IEC 17025 accreditation.

6.2. Initiative: Enhance ISO 17025 Auditor Training frequency to maintain qualified personnel in the DFS Internal Auditor program. Completed within Budget.

Scheduled training is complete.

6.3. Initiative: Develop and Implement an automated DFS Complaint/Inquiry Reporting System. Completed within Budget.

The complaint/inquiry form is easily accessible on-line via dfs.dc.gov. The form is offered in both English and Spanish.

7. OBJECTIVE: Provide professional workplace environment for employees.

7.1. Initiative: Provide training curriculum to DFS employees to ensure professional development. Completed within Budget.

DFS employees have been provided approximately 2,849 hours of professional development and/or technical/scientific skills training.

7.2. Initiative: Improve and expand agency-wide communication (internal) and increase communication to the public (external). Completed within Budget.

Presently weekly management meetings are held to discuss the operational status of the agency. DFS Intranet has been implemented.

7.3. Initiative: Increase medical surveillance services to include vicarious stress, trauma training and counseling. Completed within Budget.

Vicarious Trauma was added to the Medical Surveillance Program for DFS in FY2016. This program adds counseling services to our employees and assists in morale and productivity of the staff in times of stress. The medical surveillance program provides employees with necessary protection and prevention against blood borne pathogens, and hazards in the field and the laboratory.

7.4. Initiative: Develop the DFS Guiding Principles of Professional Responsibility. Completed within Budget.

The DFS is guided by the DFS Quality Policy Statement. The purpose of the DFS quality management system is to ensure quality forensic services and public health services are provided to DFS customers. Laboratory management is committed to continually improving the effectiveness of the management system and maintaining compliance with the ISO/IEC 17025:2005 accreditation requirements, Clinical Laboratory Improvement Amendments (CLIA), and the Public Health Security and Bioterrorism Preparedness Response Act (PHSBPRA).

8. OBJECTIVE: Implementation of a laboratory information management system (LIMS) to provide seamless accountability and tracking of evidence from receipt-to-return, for all DFS services.

8.1. Initiative: Set up a LIMS operations support team. Completed within Budget.

The LIMS system "Super Users" group meets on a monthly basis and will be ongoing. LIMS Systems have been Stress and Security Tested. Adjustments to Systems were made based on progress reports. LIMS data is being used to generate automated reports for the management of forensic testing and reporting; and, for process and performance management in each of the units. An external review of LIMS has been conducted and it was found to be sound and robust.

Department of Forensic Sciences FY2017

Agency Department of Forensic Sciences

Agency Acronym DFS

Agency Code FR0

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

Agency Performance POCs Kimary (DFS) Harmon; Luis (EOM) Teran; Matthew McCarroll; Yi-Ru Chen

Agency Budget POCs Leautry (OCFO) Dixon; Luis (EOM) Teran; Yi-Ru Chen

Fiscal Year 2017

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

2017 Strategic Objectives

Objective Number	Strategic Objective
1	Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing.
2	Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support.
3	Create and maintain a highly efficient, transparent and responsive District government.**

2017 Key Performance Indicators

Record ID#	Measure	New Measure/ Benchmark Year	Frequency of Reporting	Add Data Fields (if applicable)	FY 2014 Actual	FY 2015 Target	FY 2015 Actual	FY 2016 Target	FY 2016 Actual	FY 2017 Target	FY 2017 Quarter
1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (6 Measures)											
1308	Percentage of priority cases as designated by the contributor and marked in LIMS completed within 60 days from the date the analyst was assigned the case	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	50%	91%
1311	Percentage of requested homicide cases completed within 60 days from the date the analyst was assigned the case	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	50%	98%
1314	Average turnaround time for Crime Scene Reports	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	10	56
1317	Average turnaround time for crime scene response	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	30	29
1334	Percent of Emergency Response Outbreak samples analyzed within 6 days	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	75%	100%
1335	Percent of Biological Terrorism and Chemical Terrorism samples analyzed within 24 hours	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	90%	100%
2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support. (3 Measures)											
1285	Percent of safety incident reports submitted to DFS Safety Officer within 48 hours	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	90%	84%
1288	Percent of action steps in a Quality Corrective Action Report that are completed by the action step date	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	90%	90%
1291	Percent of scientists meeting technical competency requirements	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	90%	99%
3 - Create and maintain a highly efficient, transparent and responsive District government.** (9 Measures)											
3128	Contracts/Procurement-Expendable Budget spent on Certified Business Enterprises	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017

3129	Contracts/Procurement- Contracts lapsed into retroactive status	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3130	Budget- Local funds unspent	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3131	Budget- Federal Funds returned	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3132	Customer Service- Meeting Service Level Agreements	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3133	Human Resources- Vacancy Rate	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3134	Human Resources- Employee District residency	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3135	Human Resources- Employee Onboard Time	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017
3136	Performance Management- Employee Performance Plan Completion	✓			Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017	Forthcoming October 2017

2017 Operations

Operations Header	Operations Title	Operations Description	Type of Operations	# of Measures	# of Strategic Initiatives
1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (4 Activities)					
FORENSIC SCIENCE LAB UNIT	Conduct timely forensic analysis	The Forensic Science Laboratory division will conduct coordinated and timely forensic analysis in accordance with industry standards and accreditation guidelines.	Daily Service	8	3
PUBLIC HEALTH LAB UNIT	Provide timely testing of pathogens of public health significance	The Public Health Laboratory will provide diagnostic, analytical and emergency response testing for biological pathogens and chemical agents from clinical, environmental, or food sources.	Daily Service	4	1
CRIME SCENE TECHNICAL UNIT	Conduct professional and expedient crime scene responses, collection, and storage of evidence, and evidence collection	The Crime Scene Sciences Division will serve as stewards of evidence by maintaining custody of evidence from collection to storage at DFS.	Daily Service	2	2
LABORATORY EXPANSION	Improve laboratory efficiency through technological advances.	DFS will continue to expand its capabilities as a top tier forensic and public health laboratory by implementing new scientific programs and investing in laboratory equipment infrastructure.	Key Project	0	1
TOT				14	7
2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support. (3 Activities)					
LABORATORY CERTIFICATION	Monitor quality compliance with certification requirements	Assurance that DFS produces products that are fit for stakeholders' purposes by maintaining ISO 17025 accreditation for the agency, maintains Clinical Laboratory Improvement Act (CLIA) certification, as well as, compliance with applicable federal regulations such as the Division of Select Agents and Toxins (DSAT).	Daily Service	3	1
PROFESSIONAL DEVELOPMENT	Offer training curriculum for professional development	Provide a training curriculum to DFS employees to ensure they maintain skill sets, meet standards of excellence, and deliver high quality, accurate, and reliable services.	Daily Service	1	2
RISK MANAGEMENT	Oversee the laboratory environment is both safe and healthy for staff.	Establish, manage and ensure compliance of federal, district, and local regulations and policy; and provide medical surveillance to staff, mandates safety training for all staff members, and audits laboratory facilities to ensure a safe work environment.	Daily Service	1	1
TOT				5	4
3 - Create and maintain a highly efficient, transparent and responsive District government.** (5 Activities)					
INFORMATION TECHNOLOGY	Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders.	Promote and facilitate the effective integration of technology into the DFS divisions by developing, supporting, and maintaining a highly effective, reliable, secure, and innovative information systems to support agency needs.	Daily Service	1	3
PROCUREMENT	Efficiently procure vital services and resources.	Proactively procure the necessary services, supplies, and equipment for the laboratories to meet the daily needs of scientists and agency personnel.	Daily Service	1	1
HUMAN RESOURCES	Responsible for human capital management and recruitment for DFS and serves as liaison to external entities.	Supports the hiring of new employees and provides employee data on residency, on-board time, and performance plan completion from data pulled from PeopleSoft.	Daily Service	1	0

LEGAL	Provide legal advice to the agency and facilitate stakeholder engagement.	Facilitate stakeholder engagement, legally advise director level decision-making, train scientists for court testimony and presentation of scientific expertise, draft contracts and agreements with government and private organizations, and process discovery requests.	Daily Service	1	1
PERFORMANCE STATISTICS	Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment.	Analyze raw data and present graphical visuals of real-time workload from data obtained from LIMS, and other databases to better inform strategic leadership decisions to enhance laboratory services.	Key Project	1	1
TOT				5	6
TOT				24	17

2017 Workload Measures

All Workload Measures must be linked to a specific Operation. If Workload Measures are already in the system but not yet linked, email the Office of Performance Management with a spreadsheet that identifies to which Operation each Workload Measure belongs.

Workload Measures - Operations

Measure	New Measure/ Benchmark Year	Add Historical and Target Data (FY17)	Numerator Title	Units	Frequency of Reporting	FY2014	FY2015	FY2016 Actual	FY2017 Quarter 1
1 - Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection (2 Measures)									
Number of evidence items received	✓		Number of evidence items received	items	Quarterly	Not available	Not available	New Measure	23678
Number of crime scenes processed	✓		Number of crime scenes processed	crime scenes	Quarterly	Not available	Not available	New Measure	1108
1 - Conduct timely forensic analysis (8 Measures)									
Number of AFIS database entries	✓		Number of AFIS database entries	AHIS database entries	Quarterly	Not available	Not available	New Measure	2256
Number of service requests from stakeholders	✓		Number of service requests from stakeholders	requests	Quarterly	Not available	Not available	New Measure	6974
Number of firearms processed for test fire	<input type="checkbox"/>		Number of firearms processed for test fire	firearms	Quarterly	828	1137	1717	54
Number of CODIS database entries	✓		Number of CODIS database entries	CODIS database entries	Quarterly	Not available	Not available	New Measure	89
Number of NIBIN database entries	✓		Number of NIBIN database entries	NIBIN database entries	Quarterly	1205	2076	New Measure	874
Number of AFIS database hits	✓		Number of APHIS database hits	AFIS database hits	Quarterly	Not available	Not available	New Measure	324
Number of CODIS database hits	✓		Number of CODIS database hits	CODIS database hits	Quarterly	Not available	Not available	New Measure	37
Number of NIBIN database hits	<input type="checkbox"/>		Number of NIBIN database hits	NIBIN database hits	Quarterly	Not available	Not available	349	44
1 - Provide timely testing of pathogens of public health significance (3 Measures)									
Number of tests performed for each recieved public health sample	✓		Number of tests	tests	Quarterly	Not available	Not available	New Measure	1170
Number of Proficiency Tests performed	✓		Total number of proficiency tests performed	count of proficiency tests performed	Quarterly	Not available	Not available	New Measure	8
Number of validation efforts performed	✓		Total number of validation efforts performed	raw number of validations performed	Annually	Not available	Not available	New Measure	Annual Measure
2 - Monitor quality compliance with certification requirements (3 Measures)									
Number of Quality Corrective Action Requests opened	<input type="checkbox"/>		Number of Quality Corrective Action Requests opened	requests	Quarterly	43	51	129	55
Number of stakeholder complaints received	<input type="checkbox"/>		Number of stakeholder complaints received	complaints	Quarterly	0	7	20	2
Number of internal audits	✓		Number of internal audits	audits	Quarterly	Not available	Not available	New Measure	0
2 - Offer training curriculum for professional development (1 Measure)									
Number of training hours completed by employees	✓		training hours	hours	Quarterly	Not available	Not available	New Measure	167
2 - Oversee the laboratory environment is both safe and healthy for staff. (1 Measure)									
Number of safety incidents reported	<input type="checkbox"/>		Number of safety incidents reported	reports	Quarterly	43	39	91	19
3 - Efficiently procure vital services and resources. (1 Measure)									

Number of requisitions submitted into PASS	✓	Number of requisitions submitted into PASS	requisitions	Quarterly	Not available	Not available	New Measure	75
3 - Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders. (1 Measure)								
Number of IT service requests received	<input type="checkbox"/>	IT service requests	requests	Quarterly	0	2495	4667	926
3 - Provide legal advice to the agency and facilitate stakeholder engagement. (1 Measure)								
Number of discovery requests	✓	Number of discovery requests	requests	Quarterly	Not available	Not available	New Measure	135
3 - Responsible for human capital management and recruitment for DFS and serves as liaison to external entities. (1 Measure)								
Number of employees on-boarded	✓	Number of employees on-boarded	employees	Quarterly	Not available	Not available	New Measure	23
3 - Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment. (1 Measure)								
Number of unique statistical reports generated	✓	Number of unique statistical reports generated	reports	Quarterly	Not available	Not available	New Measure	5

2017 Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date	Add Initiative Update	# of Initiative Updates	Needs Initiative Update Notification
CRIME SCENE TECHNICAL UNIT (2 Strategic initiative-operation links)					
Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders.	Crime Scene Sciences will assume street coverage for all Part 1 offenses that occur in the District of Columbia to include but not limited to homicides, death of suspicious nature, fire deaths, all traffic fatalities, police involved shooting where death occurs and all other lesser include Part 1 offenses and all Part 2 Crimes as normal. Scanner technology will be utilized to document the scenes, not relying on hand drawn sketch diagrams. Scanner technology will be utilized to document the scenes.	09-30-2017		1	
Support on boarding all new hires and training to proficiency for duty.	Crime Scene Sciences will strategically hire and train a sufficient number of scientists to civilianize the crime scene response duty. The Metropolitan Police Department will be able to return sworn officers to patrol duties once DFS can put civilian scientists on crime scene response.	09-30-2017		1	
TOT				2	
FORENSIC SCIENCE LAB UNIT (3 Strategic initiative-operation links)					
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	The Forensic Biology Unit (FBU) will evaluate the use of commercially available Next Generation Sequencing (NGS) platforms to analyze forensic DNA samples and assess the ability of NGS to produce reliable, accurate and usable results on forensic evidence. The NGS evaluation process conducted by the FBU along with other leading laboratories will provide data as to whether or not this technology will improve forensic DNA intelligence on criminal cases.	09-30-2017		1	
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Mideo is a case management system that will interface with the current agency laboratory information management system (LIMS) to streamline evidence examination workflows and allow for a complete electronic case jacket approach. Forensic firearms and latent analyses as well as accreditation related reviews will be recorded and tracked to ensure accuracy, completeness and verify work product quality. In the past DFS relied on paper documentation to track evidence and public health samples. Paper documentation became an issue with quality assurance. Along with implementation of the IT infrastructure, DFS will foster a culture that understands the system's best management practices and we will be able to develop relevant data to measure performance and improve systems.	09-30-2017		1	
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	The Forensic Intelligence Unit (FIU) will be established initially with four (4) employees to receive, process and track forensic request for examination services to ensure seamless transition, communication and reporting within the Forensic Science Laboratory Division (FSL). The FIU will also identify critical impact cases for intelligence tracking and support all FSL forensic intelligence technology and software to ensure transparent information exchange with all DFS Stakeholders	09-30-2017		1	
TOT				3	
INFORMATION TECHNOLOGY (3 Strategic initiative-operation links)					
Develop and consolidate the LIMS and MIDIO architect infrastructure.	DFS has 4 IT solutions that now require infrastructure to communicate with one another. The IT solutions include the JusticeTrax Laboratory Information Management System (LIMS), MIDEO LIMS, STACSDNA LIMS, Chemware LIMS, and the Digital Information Management System (DIMS). All solutions have the ability to streamline tracking of evidence and medical specimens, but require significant attention to storage capacity, enterprise architecture, and infrastructure consolidation. FTU will provide a development plan tracked on a quarterly basis. By the end of the fiscal year FTU will have mapped and trained all laboratory units how to access the multiple LIMS most relevant to their needs. The infrastructure development will require a year of training to develop a culture of quality assurance. Prior to FY16 all evidence transmissions were documented on paper. DFS will require a year-long initiative to acclimate the agency to a new process.	09-30-2017		1	

Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	FTU will work to assume the responsibility for all audio/visual equipment in the Conference Rooms and Training rooms on floors 1,2,3, and 4 of the Consolidated Forensic Lab from the Department of General Services. By assuming responsibility FTU will get all existing equipment in working order, provide customer service technological support, and oversee a maintenance plan throughout the year. In addition, by the end of the fiscal year FTU will have provided a long-term strategic plan for the Audio/Visual equipment to the Directorate. The long-term strategic plan will include budgetary needs and an equipment replacement schedule.	09-30-2017		1	
Create a Digital Evidence Unit (DEU) Business Plan.	FTU will create and implement a business plan for the Digital Evidence Unit of in 2017. The plan will include the mission of the DEU, operational goals and budget, metrics to measure the success of the plan and growth for the next two-five years. The primary goal of the DEU is to assist the following stakeholders with the preservation and analysis of digital devices: The Metropolitan Police Department (MPD), the Office of the Attorney General (OAG), U.S. Attorney's Office (USAO), Office of the Inspector General (OIG), and the Board of Ethics and Government Accountability (BEGA).	09-30-2017		1	
TOT				3	
LABORATORY CERTIFICATION (1 Strategic Initiative-Operation Link)					
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	Quality will research international accreditation guidelines to determine most appropriate guideline for CSS. Research possibility of individual certifications and determine number of qualified and/or interested staff. By the end of FY17 Quality will recommend to management an accreditation strategy. We anticipate the research will assist in increasing public confidence by review possible marks of approval, reduce uncertainties associated with decisions that affect the protection of human health and environment, and increase the confidence in data used for key analyses and decisions.	09-30-2017		1	
TOT				1	
LABORATORY EXPANSION (1 Strategic Initiative-Operation Link)					
Establish the Forensic Chemistry Unit.	The Forensic Chemistry Unit (FCU) will be established within DFS to receive, process, and track forensic requests for examination of drug evidence in submitted samples. The FCU will also identify new District clients to provide services, including analysis of pharmaceuticals, nicotine-containing products, and other forensic chemical identifications. Forensic chemistry testing is a new service that the District will provide to stakeholders. We will be able to test synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	09-30-2017		1	
TOT				1	
LEGAL (1 Strategic Initiative-Operation Link)					
Implement a database to perform legal discovery.	Legal will work internally to create a database system to track all discovery to streamline the process. Discovery will move to an all-electronic format that will decrease delays in receiving discovery documents and transmitting to stakeholders. The anticipated reduction in discovery turnaround time will go from 21 business days to 10 business days.	09-30-2017		1	
TOT				1	
PERFORMANCE STATISTICS (1 Strategic Initiative-Operation Link)					
Draft an Equipment Amortization and Replacement Plan.	The District of Columbia invested \$12 million in laboratory equipment when the Consolidated Forensic Lab (CFL) opened in FY2013. By 2018 a portion of the equipment may have reached its lifespan. In 2017, Procurement will identify all equipment inventory, their life cycles, and warranty. The end result will provide cost estimates and recommend how to replace aging equipment within the next five years.	09-30-2017		1	
TOT				1	
PROCUREMENT (1 Strategic Initiative-Operation Link)					
Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	<p>Operations is currently responsible for general office supplies, personal protective equipment, IT equipment (cell phones, computers, laptops, and tablets). All agency personnel utilize the aforementioned, but not one platform tracks the assignment of equipment or requests for replenishment of general inventory. In 2017, Operations will have a web-based platform for laboratory units to make inventory requests and track IT equipment assigned their staff.</p> <p>The impact of this platform will allow DFS the ability to consolidate and account for many, if not all of the products and services, Personal Protective Equipment, modifications and calibration of lab equipment here at DFS. It will serve beneficial for auditing and accountability of computer hardware, software, location. Servicing of equipment would be helpful to outside entities performing asset management with products regularly purchased from outside vendors. Items would be readily available with a description of the product, item/reference number, bar-code and picture and allowing a searchable repository. Ability to provide a legible "Purchase Request Order" form, itemizing the needed products of service. Able to send and received quotes as well. The platform allows the Analyst to track inventory as it enters the building in bulk and/or to an individual or unit.</p> <p>We hope to have the platform move forward with monitoring other aspect such as gases and bio-hazard removal. There's an on-site Program Analyst, who would oversee the maintenance of the platform on a day-to-day basis. Working with the DFS Forensic Technology Unit with internal monitoring and backup of the platform.</p>	09-30-2017		1	
TOT				1	
PROFESSIONAL DEVELOPMENT (2 Strategic initiative-operation links)					
Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	Training will research training needs by Divisions for FY17. Training will implement training plan/schedule for agency units. Scientific personnel must stay abreast of advancements in their forensic/public health disciplines. By attending technical training/conferences, they can be familiar with industry standards, determine future impacts related to future impacts related to scientific advancements, and become recognized leaders in their industries by employing up to date practices in their field.	09-30-2017		1	

Implement training opportunities for DFS management.	Training will create and implement a program for DFS managers by identifying external course to enhance, improve, and develop skills such as team building, budget management, communication, conflict resolution, labor management relations, and building and maintaining staff morale.	09-30-2017		1
TOT				2
PUBLIC HEALTH LAB UNIT (1 Strategic Initiative-Operation Link)				
Enhance PulseNet laboratory function using next generation sequencing platform	The Public Health Lab participates in the CDC PulseNet Laboratory System that takes DNA sequence information from foodborne illness cases and looks for connections that may indicate a national outbreak. The CDC has released protocols that require DNA sequencing using a next generation sequencing platform developed by Illumina. PHL will validate and implement this system for PulseNet participation. PHL will maintain full capacity of all area outbreak samples and provide timely results to the client and our DOH partners.	09-30-2017		1
TOT				1
RISK MANAGEMENT (1 Strategic Initiative-Operation Link)				
Restore the Continuation for Operations Plan (COOP).	Safety and Risk Management will collaborate with the Homeland Security and Emergency Management Agency (HSEMA) to update the DFS COOP Plan by hosting one scenario exercise where the Consolidated Forensic Lab ceases operations. Observations during the scenario exercise will inform Safety and Risk Management which sections of the COOP Plan are outdated and require attention. The exercise will include relevant stakeholders who would support all DFS divisions if the CFL were to cease operations.	09-30-2017		1
TOT				1
TOT				17

2017 Initiative Updates

Initiative Updates	Strategic Initiative-Operation Link - 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	FY2017 Quarters
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab. (1 Initiative Update)								
	Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	Re-engineered 3 of 9 rooms. Some new equipment measured and ordered. Assessments of other 6 rooms in progress.	0-24%	High	Demonstrable	Presentation and Video-Teleconferencing capabilities now available to the agency that were previously troublesome. In house IT Staff can now provide support.		FY17Q1
Create a Digital Evidence Unit (DEU) Business Plan. (1 Initiative Update)								
	Create a Digital Evidence Unit (DEU) Business Plan.	The plan has been completed. It includes the mission of the DEU, operational goals and proposed budget, and projected growth. A business relationship has been established with MPD, OAG, USAO, OIG and BEGA. Requests for assistance have been received from all listed agencies except OAG. In addition, requests for assistance have been received from OCTO, DFS, OCME, US Capital Police, US Park Police and Baltimore OCME. Requests for training have also been received.	Complete	High	Demonstrable	The DEU is now operational. As of 6 January 2017, 119 cases had been received of which 95 have been completed.		FY17Q1
Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment. (1 Initiative Update)								

Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	inFlow Inventory Management has been implemented by the Operations Team with training provided to all DFS Requisitioners/Purchasing Agents. It is a live, central database keeping detailed listings of DFS products, vendors and division transactions providing complete barcode system tracking to improve accuracy and efficiency.	75-99%	High	Demonstrable	The impact that inFlow poses is real-time collaboration by allowing working knowledge of current stock levels, and use access by units and/or departments. It will also identify agency-wide equipment (asset inventory management) and track preventative maintenance schedules. The Operations Program Analyst maintains daily updates/changes to inFlow inventory database - (produce Purchase Orders & Supply Orders/tickets of Personal Protective Equipment (PPE) and bulk Office Supplies for the various DFS unit within the agency	FY17Q1
Develop and consolidate the LIMS and MIDIO architect infrastructure. (1 Initiative Update)						
Develop and consolidate the LIMS and MIDIO architect infrastructure.	PHL LIMS Trainings Conducted, 10 hours 1-on-1 LIMS training conducted. Development Planning Started, Storage vendor to begin to collect requirements.	0-24%	High	Incremental	Training has an immediate effect but over time is cumulative. Major impacts will be later in the year and in the next fiscal year.	FY17Q1
Draft an Equipment Amortization and Replacement Plan. (1 Initiative Update)						
Draft an Equipment Amortization and Replacement Plan.	Equipment inventory audit will be complete in late January. Once completed, data will be submitted to the OCFO's Capital Amortization Replacement Survey System (CARSS)	75-99%	High	Demonstrable	DFS will be able to use existing DC Government capital tracking systems to justify funds to replace equipment at the end of its lifecycle during Capital Budget Submissions.	FY17Q1
Enhance PulseNet laboratory function using next generation sequencing platform (1 Initiative Update)						
Enhance PulseNet laboratory function using next generation sequencing platform	DFS has purchased Miseq instrumentation from Illumina. The Instrument has been installed in the laboratory and set up as planned. One Medical Technologist has attended the CDC PulseNet NGS training in October 2016. Reagents have been purchased and we will proceed with method validations. The implementation training is scheduled for February 2017.	0-24%	Medium	Incremental	This initiative will provide our CDC and DC DOH partners with faster, better, and more detailed information on potential foodborne outbreaks in the District and nation as a whole. The laboratory will first provide molecular sequencing of Salmonella isolates as part of the effort to develop a sophisticated national database.	FY17Q1
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members. (1 Initiative Update)						
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	During FY2017, DFS CSSU will pursue International Association for Identification (IAI) Crime Scene Certification for approximately 12 CSSU members that meet certification eligibility requirements. The DFS will host a certification preparation course and facilitate the examination process for these members in Summer 2017. As newer CSS personnel achieve at least one year, they will be come eligible to apply for certification; this too will apply to the newest CSS members that are still in the training academy.	0-24%	High	Incremental	In procurement phase for the IAI certification prep course. Textbooks for certification have been purchased and one out of two texts have arrived at our facility	FY17Q1
Establish the Forensic Chemistry Unit. (1 Initiative Update)						

Establish the Forensic Chemistry Unit.	The FCU was established within DFS to receive, process and track forensic requests for examination of drug evidence. The FCU has identified both DOC and MPD as clients for testing. Forensic chemistry testing is a new service that the District is now provide to stakeholders. FCU is validated to test for synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	25-49%	High	Incremental	DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU has performed analyses on 21 samples 2016 and 6 in 2017 for stakeholders DOC and MPD. Development of documentation and operations of laboratory is incrementally improving and on track for an ISO 17025 audit Fall 2017.	FY17Q1
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division (1 Initiative Update)						
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	Awaiting positions to be classified and advertised.	0-24%	High	None	Research and document impact of forensic intelligence provided to Stakeholders in the criminal justice process.	FY17Q1
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit (1 Initiative Update)						
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	Planning phase with Intern to review studies.	0-24%	Medium	Incremental	Determine whether or not technology will improve forensic DNA intelligence.	FY17Q1
Implement a database to perform legal discovery. (1 Initiative Update)						
Implement a database to perform legal discovery.	Legal has created a database system to track all discovery to streamline the process. Discovery has moved to an all electronic system with the exception of two units. Legal anticipates moving the remaining two units to an electronic system by mid-second quarter.	50-74%	Medium	Demonstrable	Moving to an all electronic system should enable the Legal Unit to perform discovery faster. This will greatly reduce the amount of time between request and when the materials are provided to the stakeholders. Further, it will allow the unit to increase work product.	FY17Q1
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit. (1 Initiative Update)						
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Awaiting grant award funding to pay for training and IT integration.	0-24%	Low	None	Allow for visual markers to document areas of identification in LFU and FEU disciplines.	FY17Q1
Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders. (1 Initiative Update)						
Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders.	LEICA scanners are being used by all shifts, in support of Part 1 offenses.	Complete	High	Incremental	No impacts supported.	FY17Q1
Implement training opportunities for DFS management. (1 Initiative Update)						

Implement training opportunities for DFS management.	DFS has conducted a "needs analysis" for management training for each manager and has determined introductory courses for all managers. Core curricula is still in planning phase.	0-24%	High	Incremental	Training has an immediate effect once completed but over time is cumulative. Major impacts will be later in the year and in the next fiscal year.	FY17Q1
Increase external training opportunities to include attendance at professional meetings/ committees in the respective scientific disciplines. (1 Initiative Update)						
Increase external training opportunities to include attendance at professional meetings/ committees in the respective scientific disciplines.	DFS identified conferences and training for each division. To date, CSSU conducted training in Buried Bodies and Surface Skeletons, Trajectory Training, Basic Leica, and Bloodstain Pattern Analysis. FSL conducted training in Y Screening and Direct Amplification of Sexual Assault, ASCLD DNA Mixtures Webinar Series: Technical Overview, Promega Tech Tour, 22nd Annual National CODIS Conference, AFTE Eastern Regional Conference. PHL participated in Respiratory Pathogen Detection, Zika Virus Outbreak Response Update, and HIPAA Training.	0-24%	High	Demonstrable	CSSU conducted training in Buried Bodies and Surface Skeletons, Trajectory Training, Basic Leica, and Bloodstain Pattern Analysis. FSL conducted training in Y Screening and Direct Amplification of Sexual Assault, ASCLD DNA Mixtures Webinar Series: Technical Overview, Promega Tech Tour, 22nd Annual National CODIS Conference, AFTE Eastern Regional Conference. PHL participated in Respiratory Pathogen Detection, Zika Virus Outbreak Response Update, and HIPAA Training.	FY17Q1
Restore the Continuation for Operations Plan (COOP). (1 Initiative Update)						
Restore the Continuation for Operations Plan (COOP).	The COOP Plan has been updated by each division, and a workshop will be held Tuesday, Jan 31. Workshop will be lead by Homeland Security and Emergency Management Agency.	50-74%	High	Demonstrable	All management, Supervisors and directorship will be trained and aware of what to do in the event the CFL facility is inoperable for 30 days.	FY17Q1
Support on boarding all new hires and training to proficiency for duty. (1 Initiative Update)						
Support on boarding all new hires and training to proficiency for duty.	Currently 16 of the 78 FTEs are in the hiring phase(s) and the 12 new hires are in the DFS Academy (started 01/03/2017). Training will last approximately 12 weeks, to support demonstrative training, right seat left seat training, comps, and additional support to be shadowed by Supervisors for final review(s). DFS will continue to interview and hire the remaining FTEs to support mission.	75-99%	High	Incremental	All new FTE will be trained and supporting the streets, mission, and DFS by 09/30/2017.	FY17Q1

2017 Special Mayoral Plans

Strategic Initiative Header	Strategic Initiative Title	Special Mayoral Plan	Mayoral Plan Domain	Mayoral Plan Goal	Mayoral Plan Action
No links to special mayoral plans found					

Administrative Information

FY Performance Plan Department of Forensic Sciences FY2017 **Record ID#** 264

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FY 2016 LIST OF EMPLOYEE(S) WITH SALARY OF \$100,000 OR MORE

Agency Code	Fiscal Year	Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
FR0	2016	1000	1090	Smith, Jennifer Ann Lindsey	00044562	Dir, Dept of Forensic Sciences	\$215,494.54	\$40,728.47	\$0.00	0.00
FR0	2016	1000	1090	Theisen, Catherine E	00077757	Deputy Director, Department of	\$195,700.00	\$36,987.30	\$0.00	0.00
FR0	2016	3000	3010	Tran, Anthony	00012406	Public Health Laboratory Direc	\$147,780.00	\$27,930.42	\$0.00	426.29
FR0	2016	2000	2010	Wiggins, Karen A	00032361	Laboratory Director	\$147,780.00	\$27,930.42	\$0.00	0.00
FR0	2016	4000	4010	Kelly, Troy	00077070	Associate Director, Crime Scen	\$147,780.00	\$27,930.42	\$0.00	8,099.51
FR0	2016	1000	1090	Chen, Yi-Ru	00077073	Chief Operating Officer	\$147,518.15	\$27,880.93	\$0.00	0.00
FR0	2016	1000	1015	Graham, Brittany H	00077074	Dep Dir. for Trng and Develop.	\$132,219.97	\$24,989.57	\$0.00	0.00
FR0	2016	1000	1060	HILDUM, ROBERT M	00077616	General Counsel	\$131,127.24	\$24,783.05	\$0.00	0.00
FR0	2016	1000	1090	Wiggins, Karen A	00077072	Dep Dir for Quality Assurance	\$128,103.68	\$24,211.60	\$0.00	0.00
FR0	2016	2000	2060	Reedy, Paul L	00010870	Forensic Scientist Supervisor	\$125,663.61	\$23,750.42	\$0.00	0.00
FR0	2016	2000	2020	Borchardt, Andrea	00042612	Forensic Scientist Manager (DN	\$125,663.31	\$23,750.37	\$0.00	0.00
FR0	2016	3000	3030	Short, Luke C	00035582	Supervisory Chemist	\$117,789.41	\$22,262.20	\$0.00	0.00
FR0	2016	3000	3020	Dahourou, Anicet G	0007795	Supervisory Microbiologist (Vi	\$113,300.00	\$21,413.70	\$0.00	0.00
FR0	2016	1000	1085	Beamon, LaShon S.	00078047	Public Information Officer	\$109,180.00	\$20,635.02	\$0.00	0.00
FR0	2016	3000	3020	Kan, Horng Yuan	00035581	Supervisory Microbiologist	\$105,974.85	\$20,029.25	\$0.00	0.00
FR0	2016	2000	2040	Evans, Barbara J	00009995	Lead Forensic Scientist (Finge	\$104,916.00	\$19,829.12	\$4,838.49	0.00
FR0	2016	2000	2020	MacBean, Laura A	00042613	Lead Forensic Scientist (DNA)	\$104,916.00	\$19,829.12	\$8,380.92	0.00
FR0	2016	1000	1055	Grier, Patricia A.	00029189	Safety & Occup. Hlth. Manager	\$103,809.07	\$19,619.91	\$0.00	0.00
FR0	2016	2000	2020	Welti, Susan	00029190	Forensic Scientist Tech. Lead	\$101,937.00	\$19,266.09	\$1,310.96	0.00
FR0	2016	2000	2020	Skillman, Jessica L	00035487	Forensic Scientist III (DNA Ex	\$101,478.00	\$19,179.34	\$5,115.16	0.00
AGENCY GRAND TOTAL							\$2,608,130.83	\$492,936.73	\$19,645.53	\$8,525.80

FY 2017 LIST OF EMPLOYEE(S) WITH SALARY OF \$100,000 OR MORE

Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay	Bonus Pay
1000	1090	Smith, Jennifer Ann Lindsey	00044562	Dir, Dept of Forensic Sciences	\$221,959.38	\$49,053.02	\$0.00	0.00
1000	1090	Chen, Yi-Ru	00077073	Chief Operating Officer	\$171,849.32	\$37,978.70	\$0.00	0.00
3000	3010	Tran, Anthony	00012406	Public Health Laboratory Direc	\$152,213.40	\$33,639.16	\$0.00	3,410.32
2000	2010	Wiggins, Karen A	00032361	Laboratory Director	\$152,213.40	\$33,639.16	\$0.00	0.00
4000	4010	Kelly, Troy	00077070	Associate Director, Crime Scen	\$152,213.40	\$33,639.16	\$0.00	3,410.32
1000	1090	Graham, Brittany H	00077076	Deputy Director	\$152,213.40	\$33,639.16	\$0.00	0.00
4000	4020	Greenwalt, Grant L	00077619	Crime Scene Sciences Superviso	\$131,076.77	\$28,967.97	\$0.00	0.00
2000	2020	Reedy, Paul L	00010870	Forensic Scientist Supervisor	\$129,433.52	\$28,604.81	\$0.00	0.00
2000	2020	Borchardt, Andrea	00042612	Forensic Scientist Manager (DN	\$129,433.21	\$28,604.74	\$0.00	0.00
1000	1060	Kumar, Rashee Raj	00077616	General Counsel	\$128,400.00	\$28,376.40	\$0.00	0.00
3000	3020	Short, Luke C	00035582	Supervisory Chemist	\$121,323.09	\$26,812.40	\$0.00	0.00
2000	2020	Walraven, Tracy	0008729	Lead Forensic Scientist (Digit	\$120,335.00	\$26,594.04	\$0.00	0.00
2000	2020	Pope, Jonathan	0005945	Forensic Scientist Supervisor	\$117,216.06	\$25,904.75	\$225.42	0.00
1000	1085	Beamon, LaShon S	00078047	Public Information Officer	\$114,199.00	\$25,237.98	\$0.00	0.00
2000	2020	Beckman, Jessica Anne	00019830	Forensic Scientist Supervisor	\$113,802.00	\$25,150.24	\$0.00	0.00
2000	2020	MacBean, Laura A	00042613	Lead Forensic Scientist (DNA)	\$111,131.00	\$24,559.95	\$2,545.70	0.00
3000	3020	Kan, Hong Yuan	00035581	Supervisory Microbiologist	\$109,154.10	\$24,123.06	\$0.00	0.00
2000	2020	Evans, Barbara J	00009995	Lead Forensic Scientist (Finge	\$108,063.00	\$23,881.92	\$935.17	0.00
2000	2020	Welti, Susan	00029190	Forensic Scientist Tech. Lead	\$108,063.00	\$23,881.92	\$2,052.14	0.00
2000	2020	Skillman, Jessica L	00035487	Forensic Scientist III (DNA Ex	\$107,334.00	\$23,720.81	\$0.00	0.00
1000	1055	Grier, Patricia A.	00029189	Safety & Occup. Hlth. Manager	\$106,923.34	\$23,630.06	\$0.00	0.00
2000	2020	Graves, Gloria V	00026615	Forensic Scientist (Fingerprin	\$104,523.00	\$23,099.58	\$0.00	0.00
1000	1090	Bekiempis, Elyse	00088283	Quality Assurance Specialist	\$104,423.00	\$23,077.48	\$0.00	0.00
1000	1040	Lowry, Brook Alan	00082645	Supervisory IT Specialist	\$103,000.00	\$22,763.00	\$0.00	0.00
2000	2020	Johnson, Nikia C.	00004390	Forensic Scientist III (DNA Ex	\$101,712.00	\$22,478.35	\$0.00	0.00
2000	2020	Larry, Candice M	00032425	Forensic Scientist III (DNA Ex	\$101,712.00	\$22,478.35	\$0.00	0.00
4000	4020	Starnes, Joseph	00087626	Fleet and Logistics Manager	\$101,332.43	\$22,394.47	\$487.18	0.00
4000	4020	Pettus, Natasha D	00002210	Central Evidence Unit Supervis	\$101,077.00	\$22,338.02	\$4,047.88	0.00
4000	4020	Sobilo, Kelly	00083071	Central Evidence Unit Supervis	\$101,076.99	\$22,338.01	\$5,539.79	0.00
					\$2,758,549.39	\$609,639.42	\$5,758.43	\$6,820.64

FY 2016 TOP 25 OVERTIME EARNERS BY EMPLOYEE

Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay
4000	4020	Sobilo, Kelly	00083071	Central Evidence Unit Supervis	\$98,133.25	\$18,547.18	\$28,141.97
2000	2020	Hopkinson, Krystyna H	00011407	Forensic Scientist III (DNA Ex	\$96,020.00	\$18,147.78	\$16,197.21
4000	4030	Iorio, Ryan S	00077620	Forensic Scientist (Crime Scen	\$59,698.00	\$11,282.92	\$13,514.13
4000	4020	Whittington, Sheila	00042603	Central Evidence Specialist	\$63,798.00	\$12,057.82	\$12,847.34
4000	4030	Stone, Kristie L	00087608	Forensic Scientist Shift Super	\$100,962.50	\$19,081.91	\$10,870.97
2000	2050	Bailey, Laketa J	00026603	Forensic Scientist (Firearms &	\$64,141.00	\$12,122.65	\$9,890.83
2000	2050	Rachael, Ashley E.	00083094	Forensic Scientist	\$63,536.00	\$12,008.30	\$9,596.26
2000	2050	Elder, Cody Joseph	00083095	Forensic Scientist (Firearms &	\$65,455.00	\$12,371.00	\$8,909.93
4000	4030	Mentore, Kaywe	00077622	Forensic Scientist (Crime Scen	\$59,698.00	\$11,282.92	\$8,748.27
1000	1090	Middleton, Shawntia D	00018720	Clerical Assistant (OA)	\$48,145.00	\$9,099.41	\$8,392.19
2000	2020	MacBean, Laura A	00042613	Lead Forensic Scientist (DNA)	\$104,916.00	\$19,829.12	\$8,380.92
4000	4010	Mastrovito, Christine D.	00029188	Forensic Scientist (Evidence C	\$78,453.00	\$14,827.62	\$7,737.09
1000	1070	Starnes, Joseph	00087626	Fleet and Logistics Manager	\$98,381.00	\$18,594.01	\$7,224.85
4000	4030	Price, Erin M	00087613	Forensic Scientist Shift Super	\$100,962.50	\$19,081.91	\$7,184.92
2000	2050	Bustamante, Elizabeth A	00083093	Forensic Scientist II	\$65,455.00	\$12,371.00	\$6,786.25
4000	4030	Stone, Kristie L	00077627	Forensic Scientist (Crime Scen	\$67,374.00	\$12,733.69	\$6,755.27
2000	2040	Sensabaugh, Roslyn D	00012503	FINGERPRINT SPECIALIST	\$94,504.00	\$17,861.26	\$6,106.01
4000	4020	Parker, Darrell L	00042600	Central Evidence Specialist	\$63,798.00	\$12,057.82	\$6,023.37
2000	2040	Glover, Diane Downing	00025420	Forensic Scientist (Fingerprin	\$94,504.00	\$17,861.26	\$5,934.71
2000	2040	Talley, Terri	00015594	Forensic Science Technician (F	\$49,551.00	\$9,365.14	\$5,750.65
2000	2020	Larry, Candice M	00032425	Forensic Scientist III (DNA Ex	\$96,020.00	\$18,147.78	\$5,747.38
4000	4030	Halter, Michael	00077626	Forensic Scientist (Crime Scen	\$59,698.00	\$11,282.92	\$5,710.15
2000	2040	Harriid, Rosa	00016506	Forensic Scientist (Fingerprin	\$85,332.00	\$16,127.75	\$5,640.97
4000	4030	Hassberger, Laurel C.	00048135	Forensic Scientist (Crime Scen	\$55,883.00	\$10,561.89	\$5,622.07
2000	2050	Barrett, Daniel	00083092	Forensic Scientist (Firearms &	\$90,562.00	\$17,116.22	\$5,570.53
AGENCY GRAND TOTAL					\$1,924,980.25	\$363,821.27	\$223,284.23

FY 2017 TOP 25 OVERTIME EARNERS BY EMPLOYEE

Program Number	Activity Number	Employee Name	Position Number	Position Title	Salary	Fringe	Overtime Pay
4000	4020	Halter, Michael	00077626	Forensic Scientist (Crime Scen	\$76,082.00	\$16,814.12	\$6,777.68
4000	4020	Sobilo, Kelly	00083071	Central Evidence Unit Supervis	\$101,076.99	\$22,338.01	\$5,539.79
4000	4020	Beaven, Mary	00088268	Forensic Scientist III	\$90,468.00	\$19,993.43	\$5,485.91
4000	4020	Iorio, Ryan S	00077620	Forensic Scientist (Crime Scen	\$76,082.00	\$16,814.12	\$5,116.87
4000	4020	Olander, Cody	00011046	Forensic Scientist (Crime Scen	\$67,419.00	\$14,899.60	\$4,443.15
4000	4020	Pettus, Natasha D	00002210	Central Evidence Unit Supervis	\$101,077.00	\$22,338.02	\$4,047.88
4000	4020	Younger, Nakisha J	00087972	Central Evidence Specialist	\$52,669.00	\$11,639.85	\$3,939.75
4000	4020	Stone, Kristie L	00087608	Forensic Scientist Shift Super	\$86,660.08	\$19,151.88	\$3,676.82
4000	4020	Shymansky Jr., Edward L	00088289	Crime Scene Analyst	\$87,657.00	\$19,372.20	\$3,616.22
4000	4020	Jones, April	00077621	Forensic Scientist (Crime Scen	\$61,491.00	\$13,589.51	\$3,489.09
4000	4020	Bischof, Samantha D	00077624	Forensic Scientist (Crime Scen	\$63,467.00	\$14,026.21	\$3,373.76
4000	4020	Miller, Doshelle	00088256	Forensic Scientist (Crime Scen	\$51,039.00	\$11,279.62	\$3,234.63
1000	1060	Murrock, Kristin E	00082153	Attorney Advisor	\$79,810.00	\$17,638.01	\$3,007.25
4000	4010	Mastrovito, Christine D.	00029188	Forensic Scientist (Evidence C	\$83,168.00	\$18,380.13	\$2,968.85
4000	4020	Miller, Brianna	00088258	Forensic Scientist (Crime Scen	\$51,039.00	\$11,279.62	\$2,940.21
4000	4020	Vann, Danielle	00077627	Forensic Scientist (Crime Scen	\$61,491.00	\$13,589.51	\$2,765.96
4000	4020	Harris, Laura	00088262	Forensic Scientist (Crime Scen	\$76,082.00	\$16,814.12	\$2,723.43
4000	4020	Whittington, Sheila	00042603	Central Evidence Specialist	\$65,709.00	\$14,521.69	\$2,689.00
2000	2020	MacBean, Laura A	00042613	Lead Forensic Scientist (DNA)	\$111,131.00	\$24,559.95	\$2,545.70
4000	4020	Williams, Stephanie Frances	00077631	Forensic Scientist (Crime Scen	\$63,467.00	\$14,026.21	\$2,317.54
4000	4020	Ryan, DeAnna Marie	00077634	Forensic Scientist (Crime Scen	\$76,082.00	\$16,814.12	\$2,169.09
4000	4020	Hassberger, Laurel C.	00048135	Forensic Scientist (Crime Scen	\$76,082.00	\$16,814.12	\$2,094.83
4000	4020	Brumbaugh, Alana	00088259	Forensic Scientist (Crime Scen	\$51,039.00	\$11,279.62	\$2,071.74
4000	4020	Cheaver, Erika	00088257	Forensic Scientist (Crime Scen	\$51,039.00	\$11,279.62	\$2,063.53
2000	2020	Welti, Susan	00029190	Forensic Scientist Tech. Lead	\$108,063.00	\$23,881.92	\$2,052.14
AGENCY GRAND TOTAL					\$1,869,390.07	\$413,135.21	\$85,150.82

**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 16th;
- (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 soil 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

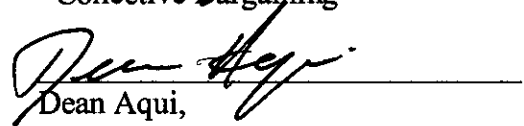
This Agreement shall remain in full force and effect through September 30, 2017. On this _____ day of _____ 2013, and as witness the parties hereto have set their signature.

Compensation Units One and Two Collective Bargaining Agreement

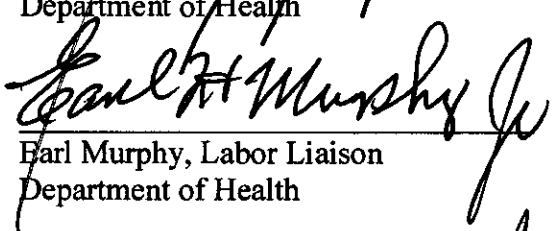
Signed: July, 2013

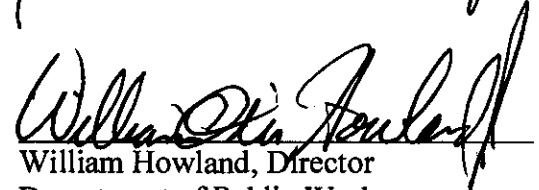
**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**

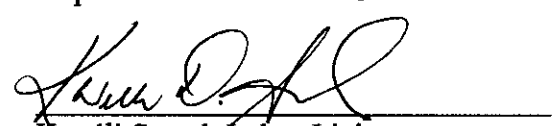

Natasha Campbell, Director
Office of Labor Relations and
Collective Bargaining

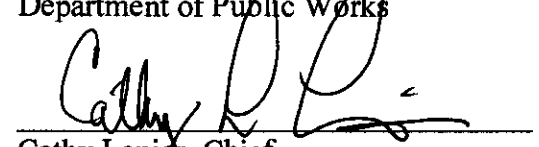

Dean Aqui,
Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining


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

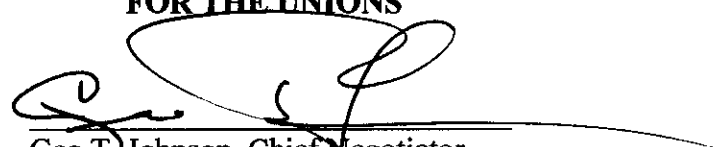

Earl Murphy, Labor Liaison
Department of Health


William Howland, Director
Department of Public Works

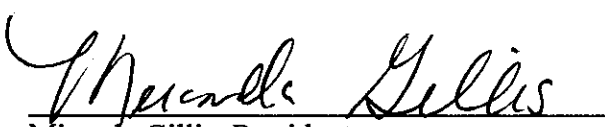

Kwelli Sneed, Labor Liaison
Department of Public Works

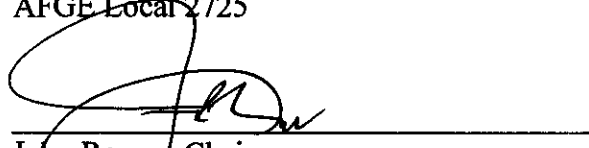

Cathy Lanier, Chief
Metropolitan Police Department


FOR THE UNIONS

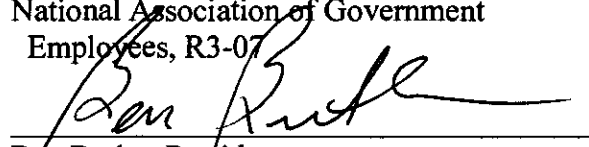

Geo T. Johnson, Chief Negotiator
Compensation Units 1 and 2


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

Lisa Wallace, Vice President
SEIU 1199E-DC

Kenneth Ellerbe

Kenneth Ellerbe, Chief
DC Fire and Emergency Medical Services

Cliff Lowrey

Clifford Lowrey, President
AFGE Local 1975

Brian Lee
DC Fire and Emergency Medical Services

Sabrina Brown, President
AFSCME Local 2401

Jesús Aguirre

Jesús Aguirre, Director
Department of Parks and Recreation

Reginald Walker, President
AFSCME Local 1200

Jamar Johnson

Jamar Johnson, Labor Liaison
Department of Park and Recreation

Cliff Dedrick

Cliff Dedrick, President
AFSCME Local 2743

Lucinda Babers

Lucinda Babers, Director
Department of Motor Vehicles

Kenneth Lyons, President
AFGE Local 3721

Odessa Nance, Labor Liaison
Department of Motor Vehicles

Robert Hollingsworth

Robert Hollingsworth, President
AFSCME Local 2776

Terry Bellamy

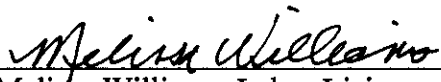
Terry Bellamy, Director
Department of Transportation

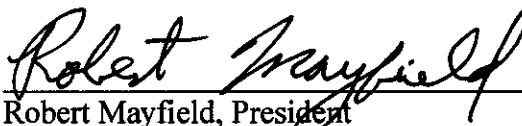
Antoinette White-Richardson

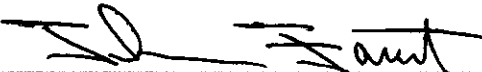
Antoinette White-Richardson, President
AFSCME Local 1808


Compensation Units One and Two Collective Bargaining Agreement


Signed: July, 2013

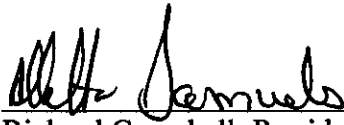

Melissa Williams, Labor Liaison
Department of Transportation

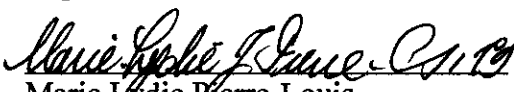

Robert Mayfield, President
AFGE Local 2978

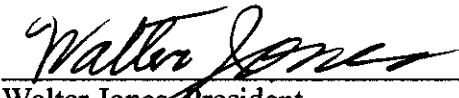

Thomas Faust, Director
Department of Corrections

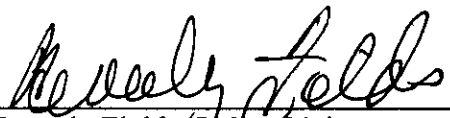

Timothy Traylor, President
AFGE Local 383

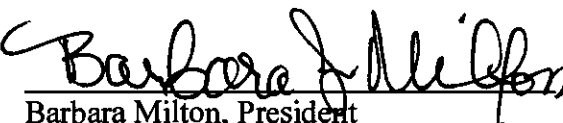

Paulette Johnson-Hutchings,
Labor Liaison
Department of Corrections



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

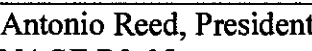

Marie Lydie Merre-Louis
Chief Medical Examiner
Office of the Chief Medical Examiner



Walter Jones, President
AFSCME Local 2087


Beverly Fields, Labor Liaison
Office of the Chief Medical Examiner


Barbara Milton, President
AFGE Local 631

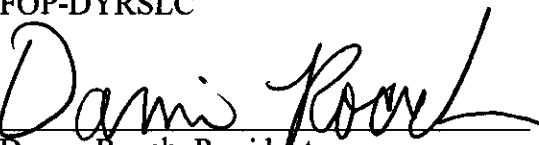

Brian Hanlon, Director
Department of General Services


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

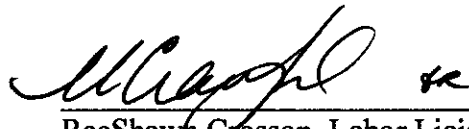
Amy Mauro, Labor Liaison
Office of Risk Management

Sheila Bailey-Wilson, President
AFSCME Local 709

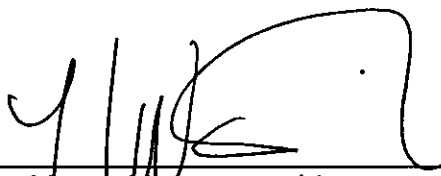


Emily Duso, Interim State
Superintendent of Education
Office of the State Superintendent
Of Education

Johnnie Walker, Representative
AFGE Local 3444




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



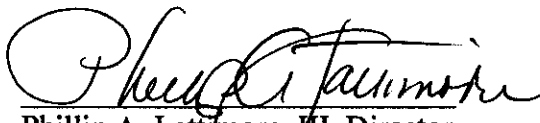
Keith Washington, President
AFSCME Local 2092

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


Mary Horne, President
AFSCME Local 2095



Paul Lundquist, Labor Liaison
Office of the Chief Financial Officer



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

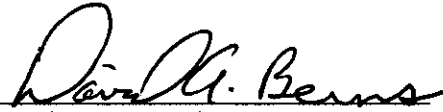


Wayne M. Turnage, Director
Department of Health Care Finance

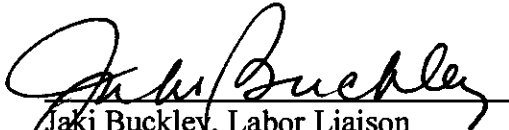
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012

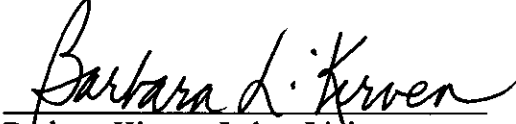
Portia Shorter, Labor Liaison
Department of Health Care Finance



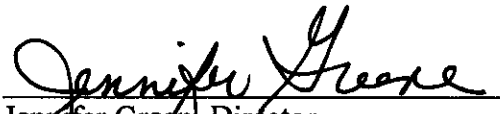
David Berns, Director
Department of Human Services



Jaki Buckley, Labor Liaison
Department of Human Services

Ginnie Cooper, Executive Director
DC Public Libraries



Barbara Kirven, Labor Liaison
DC Public Libraries


Jennifer Green, Director
Office of Unified Communications


Armita 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

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



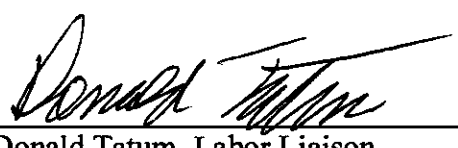
William P. White, Commissioner
Department of Insurance, Securities
And Banking



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

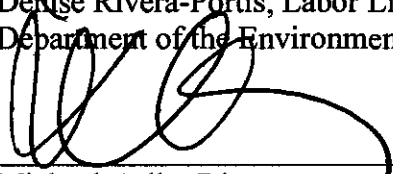
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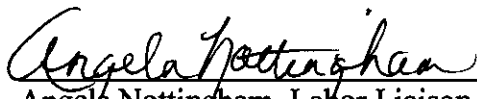
Keith Anderson, Director
Department of the Environment



Denise Rivera-Portis, Labor Liaison
Department of the Environment



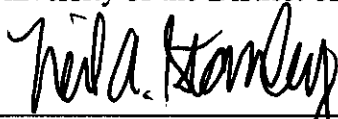
Michael Kelly, Director
Department of Housing and
Community Development



Angela Nottingham, Labor Liaison
Department of Housing and
Community Development

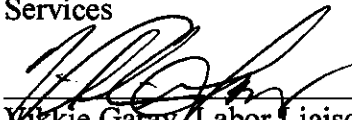
Dr. James E. Lyons, Sr., Interim President
University of the District of Columbia

_____, 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



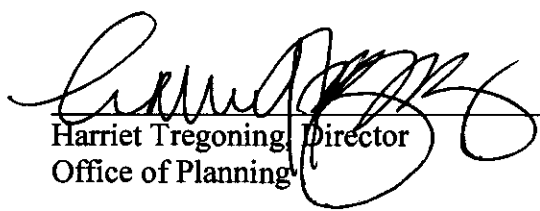
Vikkie Garay, Labor Liaison
Department of General Services

Compensation Units One and Two Collective Bargaining Agreement

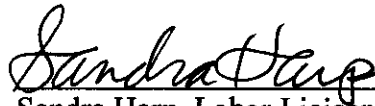
Signed: July, 2012

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

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

Christina Fleps, Labor Liaison
Office of the Chief Technology Officer

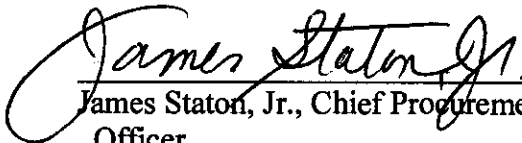
Compensation Units One and Two Collective Bargaining Agreement

Signed: July, 2012



Laura L. Nuss, Director
Department of Disability Services

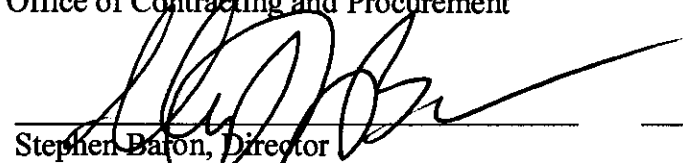
Kehinde Asuelimen, Labor Liaison
Department of Disability Services



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



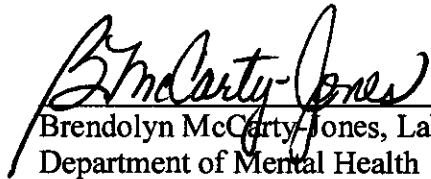
Shirley Danner, Labor Liaison
Office of Contracting and Procurement



Stephen Baron, Director
Department of Mental Health



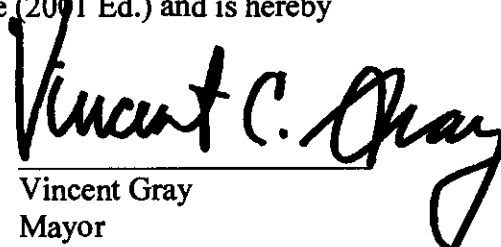
Frankie T. Wheeler, Director,
Human Resources
Department of Mental Health



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 10 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.

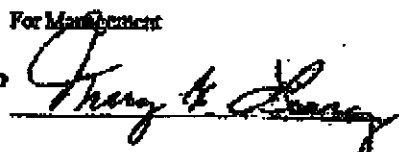
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications 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 J. Schlein

For Management


Henry H. Hargy

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 I and 2, FY 2001-FY 2003 ("Compensation Agreement"), the District of Columbia Government and the Unions in Compensation Units I 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.

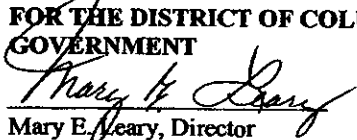
The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed 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.

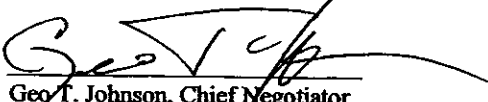
Further, the contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2004 to FY2006 Compensation Units 1 and 2 Agreement, shall be accorded similar treatment for purposes of implementation. Specifically, any funds set aside in the Fiscal Years 2004, 2005 or 2006 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Unit 1 and 2 agreement. Provided however, that all funds set aside for compensation and classification reform shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY2004 – FY2006.

AGREED, this 26th day of August, 2003.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


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

FOR COMPENSATION UNITS 1 & 2


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

Union Proposal
2/1/06

Memorandum of Understanding
Between
Compensation Units 1 and 2 and the District of Columbia

The "Memorandum of Understanding between Compensation Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review" was initially incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2 covering fiscal years 2001 through 2003.

Pursuant to the terms of this MOU, the joint Labor Management Classification and Compensation Reform Task Force (LMCCRTF) shall:

1. Effective March 1, 2006, this joint labor management committee established pursuant to the terms of the Compensation Units 1 and 2 collective bargaining agreements (the LMCCRTF) shall be administered under the District's Office of Labor Relations and Collective Bargaining (OLRCB);
2. The LMCCRTF shall have eight (8) voting representatives from labor including representatives from each national labor union comprising Compensation Units 1 and 2 and the District's OLRCB shall appoint an equal number of management representatives;
3. Outside consultants and other subject matter experts are not members of the LMCCRTF and shall not have voting rights in the LMCCRTF. However, such persons may be invited to attend said meetings only when they are presenting information relevant to the task;
4. The funds from the LMCCRTF for fiscal years FY 2004 through FY 2006 shall be used to implement the new pay schedules the last pay period of September 2006, which are attached as Appendices A(1) through A(8) to management's proposals for base wage increases for the contract beginning October 1, 2006.

mel
2/1/06
G.T.S.
2/1/06

LABOR AGREEMENT



between the

Metropolitan Police Department

and the

National Association of
Government Employees (NAGE)

Local R3-05

Effective March 8, 2007 – September 30, 2010

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ARTICLE 1 PREAMBLE

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 2 RECOGNITION

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

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

ARTICLE 3
WAGES AND OTHER BENEFITS

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

ARTICLE 4
NO STRIKE CLAUSE

Section 1

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

Section 2

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

Section 3

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

Section 4

In the event of a strike as prohibited by this Article, the Employer agrees that there shall be no liability on the part of Local R3-05, provided that upon notification, in writing, by the Employer of said strike, Local R3-05 meets the following conditions:

1. Within not more than eight (8) hours after receipt of written notification by the Employer of any strike, Local R3-05 shall publicly disavow the action by issuing a statement to the media stating that the strike is unauthorized and unsupported by the Union.
2. Local R3-05 shall in good faith promptly direct the employees in the bargaining unit to return to work.

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

Section 5

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

ARTICLE 5 MANAGEMENT RIGHTS

Section 1

The Metropolitan Police Department retains 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 the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work, or its internal security practices; and
6. To take whatever actions may be necessary to carry out the mission of the District Government in emergency situations.

Section 2

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

Section 3

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

Section 4

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

ARTICLE 6 RIGHTS OF EMPLOYEE REPRESENTATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

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

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

Section 10

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

Section 11

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

ARTICLE 7 PROBATIONARY EMPLOYEES

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

ARTICLE 8 DUES

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

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

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

ARTICLE 9 UNION SECURITY

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE 10 LABOR-MANAGEMENT COOPERATION

Section 1

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

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

Section 2

The purpose of these meetings shall be to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be the subject of discussion at these meetings, nor shall the meetings be for any other purpose which will modify, add to or detract from the provisions of this Agreement.

Section 3

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

ARTICLE 11 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1 - Non-discrimination

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

Section 2 - Affirmative Action

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

by the Union president or his/her designee. The member shall be either a local executive board member or a shop steward/Union representative.

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

ARTICLE 12 USE OF FACILITIES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 13 CONTRACTING OUT

Section 1

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

Section 2

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

ARTICLE 14 EMPLOYEE LISTS

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

ARTICLE 15 VACANCY ANNOUNCEMENTS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 16 JOB DESCRIPTIONS

Section 1

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

Section 2

The phrase “performs other duties as required or assigned” and phrases of similar nature in the job description are understood to mean duties, which are reasonably related to the duties outlined.

Employees will not be required to work outside of their job descriptions on a regular basis.

Section 3

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

ARTICLE 17 REDUCTION IN FORCE

Section 1

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

Section 2

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

ARTICLE 18 SCHEDULING

Section 1 – Work Schedule

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

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

Section 2 – Changes In Work Schedule

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

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

Section 3 - Rest Periods

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

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

Section 4

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

ARTICLE 19 LEAVE

Section 1 – Annual Leave

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

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

the date(s) the leave is requested.

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

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

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

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

Section 2 – Sick Leave

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

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

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

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

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

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

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

Section 3 - Family and Medical Leave

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

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

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

Section 4 – Leave of Absences

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

Section 5 – Leave for Blood Donation

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

ARTICLE 20 TRAINING

Section 1 – Basic Training

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

Section 2 – Reassignments and New Assignments

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

Section 3 – Continued Training Opportunities

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

Section 4 – Career Training and Development

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

Section 5 – Funding

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

ARTICLE 21 SAFETY AND HEALTH

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

ARTICLE 22 PERSONNEL FILES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

ARTICLE 23 DISTRIBUTION OF CONTRACT

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

ARTICLE 24 DISCIPLINE

Section 1

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

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

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

Section 2

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

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

Section 3

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

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

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

Section 4

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

Section 5

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

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

Section 6

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

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

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

Section 7

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

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

Section 8

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

Section 9

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

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

ARTICLE 25 GRIEVANCE PROCEDURE

A. PURPOSE

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

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

B. PRESENTATION OF GRIEVANCES

Section 1

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

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

Section 2

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

Section 3

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

Section 4

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

C. PROCEDURAL STEPS

Informal Step

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

Step 1

Section 1

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

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

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

Section 2

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

1. An affirmation or denial of the allegations upon which the grievance is based;
2. An analysis of the alleged violation of the agreement;
3. The remedy or adjustment, if any, to be made; and
4. The Signature of the appropriate management representative.

Step 2

1. If the grievance is not resolved at Step 1, the employee shall submit a written grievance to the Chief of Police within seven (7) business days following receipt of the Manager, Commanding Officer or Division Chief's response. The written grievance filed at this step need not be signed by the employee. The Chief of Police, or his/her designee, shall respond in writing to the grievance within seven (7) business days of its receipt.
2. Class grievance shall be submitted by the Union in writing at this step of the grievance as provided for in Part B, Section 1.1 of this Article and shall contain the following:
 - a. A statement of the specific provision(s) of the Agreement alleged to have been violated;
 - b. The manner in which the provision is purported to have been violated;
 - c. The date or dates on which the alleged violation occurred;
 - d. The specific remedy or adjustment sought;
 - e. A statement that the grievance involves all employees in the bargaining unit and that the issue or issues raised by the grievance are the same to all employees involved;
 - f. Signature of the President of Local R3-05;
 - g. The required information must be furnished in sufficient detail to identify and clarify the matter at issue which forms the basis for the grievance. If the grievance does not contain the required information, the President of Local R3-05 shall be

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

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

D. GENERAL

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

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

Section 7

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

E. ARBITRATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

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

ARTICLE 26

DISTRICT PERSONNEL MANUAL

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

ARTICLE 27

SAVINGS CLAUSE

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

ARTICLE 28

DETAILS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 29

DURATION AND FINALITY OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

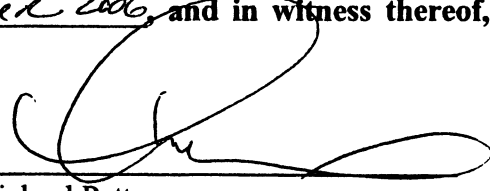
Section 4

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

On this 28TH day of DECEMBER 2006, and in witness thereof, the parties
hereto have set their signatures.



Charles H. Ramsey
Chief of Police



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

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THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN SERVICES

AND

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO

FY 1988 - 1990

LOCAL 2737 and 2978

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PREAMBLE

Section 1:

This Agreement is entered into this ____ day of _____, 1988 between the District of Columbia Government, Department of Human Services (hereinafter jointly referred to as the "Employer") and Locals 2737 and 2978, American Federation of Government Employees, AFL-CIO (hereinafter referred to as the "Union"). The parties recognize that the Mayor of the District of Columbia is the Chief Executive Officer and the Director of the Department of Human Services is the responsible official for day-to-day operations of the Department of Human Services. Accordingly, the term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

Section 2:

The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties.

ARTICLE 1 RECOGNITION

Section 1:

The Employer hereby recognizes that the Union is the exclusive representative of all employees in the units as defined in Section 3 below. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership.

Section 2:

This contract is applicable to all employees of the units defined as follows:

REHABILITATION CENTER FOR ALCOHOLICS: A unit consisting of professional employees, excluding supervisors and managerial personnel. This unit is represented by Local 2737, AFGE.

REHABILITATION CENTER FOR ALCOHOLICS: A unit consisting of all non-professional employees excluding supervisors and managerial personnel. This unit is represented by Local 2737, AFGE.

DETOXIFICATION CENTER FOR ALCOHOLICS: A unit consisting of all non-professional employees, excluding management executives, confidential employees, supervisors, or any employees engaged in personnel work in other than a purely clerical capacity. This unit is represented by Local 2737, AFGE.

CLINICAL SERVICES: A unit consisting of all District Schedule employees of the Ambulatory Health Care Services Administration and the Preventive Health Services Administration, Commission of Public Health, Department of Human Services, excluding professional employees, management executives, confidential employees, supervisors, or any employee engaged in personnel work in order than a purely clerical capacity. This unit is represented by Local 2978, AFGE.

SUPPLEMENTAL FOOD WAREHOUSE OPERATIONS BRANCH: A unit consisting of all non-professional employees of the Supplemental Food Warehouse Operations Branch, Materiel Support and Contracts Division, Office of Administration, Executive Direction and Support, Department of Human Services, excluding management executives, confidential employees, supervisors or any employee engaged in personnel work in other than a purely clerical capacity. This unit is represented by Local 2978, AFGE.

OFFICE OF ADMINISTRATION: A unit consisting of all wage grade employees of the Cargo Section, Transportation Branch of the Office of Administration, Department of Human Services, excluding professionals, management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of D.C. Law 2-139. This unit is represented by Local 2978, AFGE.

AMBULATORY HEALTH CARE: A unit consisting of all non-supervisory Dental Hygienist of the Ambulatory Health Care Services Administration, Department of Human Services, excluding Management officials, supervisors, confidential employees,

employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the Comprehensive Merit Personnel Act. This unit is represented by AFGE Local 2978.

HOME CARE SERVICES: "All non-professional employees of the Home Care Services Bureau, Long-Term Care Administration, Commission of Public Health, Department of Human Services, excluding Management officials, confidential employees, supervisors, or any employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of D.C. Law 2-139". This unit is represented by AFGE Local 2978.

ARTICLE 2 UNION SECURITY AND UNION DUES DEDUCTION

Section 1:

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

Section 2:

The Employer agrees to deduct Union dues from each employee's bi-weekly pay upon authorization on D.C. Form 277. Union dues withholding authorization may be cancelled upon written notification to the Union and the Employer thirty (30) days prior to each annual anniversary date (effective date) of this Agreement, regardless of the provisions of the 277 Form. When Union dues are cancelled the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3:

Because the Union is responsible for representing the interest of all unit employees without discrimination and without regard to Union membership, (except as provided in Section 5 below), the Employer agrees to deduct a service fee from each non-union member's bi-weekly pay without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of five cents (\$.05) per deduction, per pay period. Upon a showing by the Local Union that sixty percent (60%) of the eligible employees for which it has certification are Union members, the Employer shall begin withholding, no later than the second pay

period after this Agreement becomes effective and the showing of sixty percent (60%) is made, a service fee applicable to all employees in the bargaining unit(s) who are not Union members. The service fee withholding shall continue for the duration of this Agreement. Payment of dues deductions shall be implemented in accordance with procedures established by the Employer and this Article. Employees who enter the bargaining unit where a service fee is in effect shall have the service fee or Union dues withheld within two (2) pay periods of his/her date of entry on duty or 277 Form authorization.

Section 4:

The service fee applicable to non-union members shall be equal to the bi-weekly union membership dues that is attributable to representation.

Section 5:

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

Section 6:

The Employer shall be indemnified or otherwise held harmless for any good faith errors or omissions in carrying out the provisions of this Article.

Section 7:

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

ARTICLE 3 EMPLOYEE RIGHTS

Section 1:

The Employer and the Union agree that employees have the right to join, organize or affiliate with or refrain from joining, or organizing or affiliating with a Union. This right extends to participation in the management of the Union, or acting as a repre-

sentative of the Union. Upon determination by the Employer that a conflict of interest exists by virtue of an employee holding an official position in the Union, or from his acting as a representative of the Union, the Employer shall so notify the employee and the Union. The employee shall have thirty (30) days to relinquish their Union responsibilities (i.e. paperwork, grievances). However, this provision shall not be interpreted to conflict with D.C. Code 1-618.1(d).

Section 2:

The provisions of the contract shall apply to all bargaining unit employees. However, the terms of this contract do not preclude any bargaining unit employee from bringing matters of a personal concern to the attention of appropriate officials in accordance with applicable regulations and/or procedures.

Section 3:

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

ARTICLE 4 MANAGEMENT RIGHTS

The provisions of Section 1708(a) Management Rights of D.C. Law 2-139, Comprehensive Merit Personnel Act, prescribes the Management Rights and as such are beyond the scope of negotiations.

ARTICLE 5 UNION RIGHTS

The Union as the exclusive representative of all employees in the unit has the right as provided in Section 1711(a) of D.C. Law 2-139 to act for and negotiate agreements covering all employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to membership in the labor organization.

ARTICLE 6
GENERAL PROVISIONS

Section 1:

The Employer agrees to permit the Union to use a reasonable amount of bulletin board space at each worksite to disseminate information subject to the requirements of the Union gaining prior approval of the Employer to use the bulletin board space. The Employer agrees to advise and/or meet with the Union President or Designee prior to removing any material posted by the Union on the designated bulletin boards. Otherwise, only the Union President or Designee shall remove material posted by the Union on designated bulletin board space. Additional bulletin boards may be provided by the Union and placed in mutually agreed upon areas.

Section 2:

To the extent practicable, Union stewards shall be designated to represent employees of their work area. In the absence of a designated shop steward, the chief shop steward shall be responsible.

Section 3:

The Union shall supply the Employer in writing and maintain with the Employer a complete list of all elected officers and all authorized Union stewards. The Employer will recognize the number of Union stewards as may be agreed upon in the supplements .

Section 4:

Administrative leave to attend Union sponsored training shall be granted in accordance with Article 34, Leave, Section 4 B(2).

ARTICLE 7
PRINTING AND DISTRIBUTION OF THE CONTRACT

Section 1:

The Union and the Employer shall share equally the cost printing and distribution of the contract.

Section 2:

The Union will ensure that each employee covered by provisions of this Agreement receives a copy. This include employees hired subsequent to this Agreement going into effect.

ARTICLE 8
STATISTICAL LIST

Section 1:

Following the execution of this Agreement and upon request by the Union the Department shall provide the Union with a list of bargaining unit employees covered by this Agreement. This list shall include names, CBU Codes, grades, responsibility centers, and if possible, titles of said employees. This list shall be updated semi-annually, upon request by the Union.

Section 2:

The Agency agrees to provide an organizational chart to the Union when it becomes available, and updates as applicable.

Section 3:

The Union shall be provided copies of vacancy announcements for bargaining unit positions.

Section 4:

The status of separation and new hires shall be provided at labor/management meetings when such information is available and requested by the Union.

ARTILCE 9
CONSULTATION MEETINGS

Section 1:

It is agreed that matters appropriate for consultation between the parties are regulations, policies and practices related to working conditions and related matters which are within the scope of the District Personnel regulations.

Section 2:

Management agrees to make provisions for Labor/Management Consultation meetings on an as needed monthly basis, when requested by either party. Meetings shall be scheduled during the administrative work week between the hours of 8:15 a.m. and 4:45 p.m. Nothing shall be agreed to in these meetings which would have the effect of altering or amending this Agreement.

Section 3:

The Employer agrees to provide appropriate personnel to respond to agenda items if necessary. If issues are not resolved at the Labor/Management meeting, the Employer agrees to furnish the Union, within fifteen (15) calendar days, a response to the status of the unresolved agenda items. The fifteen (15) day time limit may be waived by mutual agreement.

Section 4:

The Labor/Management Consultation meeting shall include representatives of the Employer and the Union. The Employer agrees that the Union may have present at these meetings officers and stewards of the Local. In addition, the Union may have present other officials of the Union from the American Federation of Government Employees National and/or the 14th District Office at all meetings, if necessary.

Section 5:

Agendas shall be exchanged at least five (5) administrative work days prior to the meeting. The Employer will be responsible for organizing and facilitating these meetings. Current grievances shall not be agenda items or discussed at the consultation meetings. Sub-committees may be established as mutually agreed.

Section 6:

The Employer and the Union agree that special consultation meetings may be held to confer on matters affecting working conditions in the bargaining unit. These meetings may be held at a higher level, if appropriate. Either party requesting a special consultation meeting shall make the request in writing and include the agenda to be discussed. Such meetings shall be held as soon as possible.

ARTICLE 10
LOCKERS AND CABINETS

The Employer agrees to continue to provide locked cabinets or lockers for employees' personal belongings in the facilities where they have already provided them. In areas where this is not possible, the Employer shall provide a secured area for the employees' personal belongings. Employees shall be responsible for securing their personal belongings in designated areas.

ARTICLE 11
OFFICE SPACE AND EQUIPMENT

The Employer agrees to provide office space for each Local covered by this Agreement. The Department will make available to the Union furniture declared excess to the needs of the Department, if such is available, and approve the installation of a Union financed telephone.

ARTICLE 12
PATIENT MEDICAL CARE

No employee will be required to violate Federal Narcotics Laws, the D.C. Code or applicable administrative policy and procedures for dispensing and/or administering medication.

ARTICLE 13
EMPLOYEE CONSULTATION AND COUNSELING SERVICES

Section 1:

Employees having problems, not purely medical, which adversely affect their job performance, such as alcoholism, drug dependence, family matters and emotional disturbances may be referred to employee consultation and counseling services.

Section 2:

Employees suffering with personal problems affecting their job performance are encouraged to participate in consultation and counseling services.

Section 3:

Employees suspected of having problems, causing excess absenteeism or directly affecting their work performance may be referred to employee consultation and counseling services.

Section 4:

No disciplinary actions shall be taken against any employee solely for alcoholism, drug dependency or emotional disturbances unless the Employer has met its obligations under the D.C. Code §1-621.7(3) (1981 ed.).

Section 5:

Prior to initiation of discipline, employees accepting direct referral will be provided reasonable time to improve work performance and/or attendance provided however, that the employee adheres to the requirements of the employee consultation and counseling services and the employee's work performance satisfactorily improves.

Section 6:

Nothing in this Article shall be construed to limit Management's right to take adverse/corrective action immediately should the employee be a threat to the safety of him/herself, co-workers or the public.

Section 7:

If the employee fails to accept counseling and there is no acceptable improvement in work performance and/or attendance, as determined by the Supervisor, appropriate action may be initiated as warranted.

ARTICLE 14 HEALTH AND SAFETY

Section 1:

The Employer agrees to take corrective action to have all reported hazardous or unsafe working conditions corrected. The employee will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a

safe manner and to observe safety regulations and to promptly report to supervisors all injuries.

Section 2:

If an employee observes an unsafe practice, faulty equipment, or an environmental condition which represents health hazards, he/she shall report it to the appropriate supervisor. If the employee desires, he/she may be represented by a shop steward.

Section 3:

Employees will not be requested to perform duties in areas which are unsafe or unhealthy as determined by a competent authority and shall be reassigned to other areas until safety problems have been resolved.

Section 4:

Protective devices and other equipment or clothing necessary for the protection of employees from injury shall be provided by the Employer, as deemed necessary. The Employer agrees to furnish rain gear, gloves, and boots to employees when necessary, and within budgetary constraints.

Section 5:

The Employer agrees to take necessary steps to ensure the safety of employees who are required to work alone. The Employer agrees to immediately review all present security/safety measures affecting these employees and to ensure that these procedures are known and carried out by all employees. Where necessary, the Employer agrees to review and/or implement security measures for the protection of the employees. A continuous review of security/safety measures shall be the joint responsibility of the Safety Committee.

Section 6:

When it becomes known that an accident has resulted in a permanent or partial disabling work injury, the Employer agrees to notify the Union President promptly.

Section 7:

The Employer agrees to make every effort to arrange transportation for emergency medical treatment, if required, for an employee incapacitated due to illness or accident on the job.

Section 8:

- A. When complete physical examinations are required for or requested by new employees, they will be made available by the Employer within thirty (30) days of the employee's entrance on duty. The Employer agrees to provide health screening to employees who have come in contact with a client having a communicable disease as determined by a Department physician. In addition, the Employer shall ensure that employees receiving positive results from any health screening will receive adequate follow-up care.
- B. The Employer agrees to continue to make available health screening, when required by the Department.

Section 9:

The Employer agrees to provide adequate first aid stations and/or kits easily accessible to all employees in order to provide maximum first aid comfort to employees during emergency illness or on-the-job injury. Further, the Employer agrees to notify all employees of the designated health facilities.

Section 10:

The Employer agrees, within limitations of budget and staff, to maintain equipment, and vehicles in good state of repair. Employees will not be required to operate equipment or vehicles deemed defective by a competent authority. Deficiencies in this area shall be discussed at Safety Committee meetings.

Section 11:

- A. A Safety Committee of three (3) representatives from AFGE and three (3) representatives from each Administration shall be established.
- B. AFGE and the Administration shall each appoint a co-chairperson of the Committees.
- C. The Safety Committees shall:
 - 1. meet on monthly basis, unless mutually agreed upon. Prior to a regularly scheduled monthly meeting, Labor and Management must submit their respective agendas to each other five (5) days in advance; and

2. conduct safety surveys, consider training needs and make recommendations to the respective Administrations.

Section 12:

The Employer shall distribute to all employees appropriate health guidelines governing communicable diseases.

Section 13:

In the event of excessive temperature or equipment failure the Employer shall adhere to Chapter 12 of the District Personnel Manual (DPM).

ARTICLE 15
STRIKES AND LOCKOUTS

Section 1:

The Employer will not engage in any lockouts of employees during the term of this Agreement.

Section 2:

The Union or any of its members will not cause, sanction or participate in any strike, sick-out, sit-in, slow down or work stoppage at any time.

ARTICLE 16
REIMBURSEMENT FOR PRIVATELY OWNED VEHICLES MILEAGE

Employees are not required, but may elect to use their privately owned vehicles on official business. Employees who elect to use their vehicle shall first be certified for reimbursement of mileage, and reimbursed by the Employer at the rate established by law.

The Employees will be notified annually, in writing, by the Employer of their Certification of Mileage.