

Employees not covered may rightfully refuse to use their private vehicles..

ARTICLE 17 REGULATIONS

The Employer agrees to furnish the Union with a copy of changes to the District Personnel Manual (DPM), the Comprehensive Merit Personnel Act (CMPA), and any administrative issuances which impact on the working conditions of bargaining unit employees.

ARTICLE 18 PERSONNEL ISSUES

The Employer agrees that employees in the bargaining unit should direct questions on such personnel issues as: retirement, death benefits, and disability compensation to the facility/area Administrative Officer who will refer the employee to the appropriate office and location.

ARTICLE 19 USE OF OFFICIAL TIME

Section 1:

The Union President or Union Steward may receive complaints and grievances of employees during duty time from employees in the bargaining unit. Stewards shall be given a reasonable amount of official time for the processing of grievances in accordance with this Agreement. Should it become necessary for a steward or an employee covered by the provisions of this contract to leave his/her work section, he/she shall receive permission from his/her supervisor and the supervisor of the work section he/she intends to visit. The steward or employee will report to her supervisor the fact of his/her return to the work section.

Section 2:

When a meeting is scheduled between an employee and one (1) or more supervisors/managers, the employee may request that a Union representative be present. However, this right to be present does not extend to discussions of personal and/or work performance problems between the employee and supervisory officials.

Section 3:

The President of the Union and Shop Stewards shall be provided official time to carry out responsibilities consistent with the provision of this Article.

ARTICLE 20
RETIREMENT

The Employer will continue to provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance, and assisting employees in preparing all necessary retirement papers. Further, the Department shall continue to provide training on the retirement program, and shall ensure that notices announcing the program will be posted in all areas.

ARTICLE 21
EQUAL OPPORTUNITY

Section 1:

The Employer agrees to provide equal opportunity for all employees.

Section 2:

The Department of Human Services is fully committed to the Equal Employment Opportunity Program of the D.C. Government. It is the policy of the Department to provide equal opportunity in employment for all qualified and qualifiable persons in its workforce or being recruited for its workforce by prohibiting discrimination because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, physical handicap or political affiliation in all aspects of its personal policies, program practices and operations and in all its working conditions and relationships with employees and applicants for employment; and to promote the full realization of equal opportunity in employment through continuing programs of affirmative action at every management level within the Department.

Section 3:

Through the procedures established for Labor-Management Consultation, each party agrees to advise the other of equal opportunity problems of which they are aware. The Employer and the Union agree to jointly seek solutions to such problems.

Section 4:

The Employer agrees to provide each Local President or designee, on a annual basis, a status report on its affirmative action.

Section 5:

Charges of discrimination shall be considered by the appropriate administrative agency having jurisdiction over the matter and shall therefore not be subject to the negotiated grievance procedure.

ARTICLE 22
DISTRIBUTION OF HEALTH BENEFIT PLAN

The Employer agrees, when provided by the Union, to distribute the AFGE Health Benefit Plan Brochure during the open session enrollment period to those employees who are eligible.

ARTICLE 23
USE OF DISTRICT GOVERNMENT FACILITIES

Section 1:

At the request of the Union, and after the Employer gives proper permission, facilities will be provided for official Union meetings during the non-duty hours of the employees in the Local Union.

Section 2:

The Union agrees to exercise reasonable care in using such space and will leave it in a clean, orderly condition.

ARTICLE 24
CLASSIFICATION AND JOB DESCRIPTIONS

A. Classification:

Section 1: An employee in the bargaining unit may discuss/review his/her job classification in terms of title, series, grade or description with the appropriate supervisor who will meet promptly with the employee and his/her representative to discuss the matter. Such request may be presented orally to the appropriate supervisor. If the matter is not satisfactorily settled at this level, the employee may initiate a classification appeal in accordance with the classification appeal procedures in the Personnel Policy Manual.

B. Job Descriptions:

Section 1: Every employee within the unit will be supplied with a copy of their official job description.

Upon request, the Union will be supplied with a copy of each job description, when needed for a grievance or classification appeal.

Employees will be informed of any changes in their job description affecting their position, prior to implementation.

Section 2: Each job description shall spell out the duties of the employee. When the phrase "other duties as assigned" is included in a position description, it will not be construed to include unrelated duties which are regular or recurring in nature and which would adversely affect the employee's title, grade or series.

Section 3: The Employer agrees that "other duties as assigned" shall not, except in unusual circumstances be used as a basis for assigning duties to an employee which are unrelated to their principal duties.

C. Equal Pay for Equal Work:

The principal of equal pay for substantially equal work will be supported in accordance with the provisions of D.C. Code Section 1-612.1 and applicable personnel procedures.

Appeals:

Violations of classification issues/equal pay for equal work shall be appealed to the Office of Employee Appeals in accordance with their procedures.

D. Grievances:

Grievances concerning this Article shall be processed in accordance with applicable personnel procedures.

ARTICLE 25
DETAILS

Section 1:

- A. A detail is the temporary official assignment of an employee to a different position for a specified time period, with the employee returning to his/her regular duties at the end of the detail. The employee on detail shall at all times be considered the incumbent of his/her regular position.
- B. Detail work assignments will be used only for meeting temporary needs of the Employer's work program and on-the-job training. Details may be appropriately used to meet emergencies occasioned by abnormal work loads, changes in mission or organization, or unanticipated absence. The Employer realizes that any detail should be made with the objective in mind that it is of a temporary nature and that the duration of a detail is to be kept to a minimum.

Section 2:

Details shall not be used for more than 120 consecutive days to higher grade positions or for positions with promotion potential. Details shall not extend beyond 120 days unless prior approval is obtained from the D.C. Office of Personnel.

Section 3:

A record of all employee details to higher graded positions in excess of five (5) working days shall be documented and placed in his/her personnel file to be used as a reference for qualifications

for future job openings. Except in emergencies, notification of a detail shall be given to the affected employee in writing five (5) working days prior to the proposed implementation.

Section 4:

An employee detailed or assigned to perform duties at a higher graded position for more than 120 consecutive days shall receive acting pay and have their pay adjusted to the higher rate of pay beginning the first full pay period following the 120 day period.

Section 5:

Any employee covered by this Agreement shall not forfeit any benefits to which otherwise entitled under this Agreement while on detail or assignment to another activity, provided however, such employee will be expected to conform to the rules and regulations governing such matters as hours of work in effect at the temporary duty activity.

Section 6:

If working conditions of any employee on detail to another activity are less than those covered by this Agreement (except as provided by Section 5 of this Article), are reported to the Employer, the Employer will refer this information to the appropriate authorities for corrective action.

Section 7:

Temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Manual.

Section 8:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

Section 9:

The Employer shall provide the Union and employee with notice of details exceeding 30 days.

ARTICLE 26
TRAINING AND UPWARD MOBILITY

Section 1 - Career Ladder:

The Employer and the Union recognize the need for increased cooperation in the areas of employee training and upward mobility. Both parties subscribe to the principles of career ladder and promotion from within. Therefore, both parties agree to study and implement an upward mobility and training program for members of the bargaining unit; within the limitations of funds and positions available, consistent with other articles of this Agreement.

Section 2:

The Employer agrees that administrative leave not to include travel or per diem may be granted to an employee representative to attend training approved by the Office of Labor Relations and Collective Bargaining, which is designed to advise representatives on matters of mutual concern to the Employer and Union within the scope of the Comprehensive Merit Personnel Act, Title 17.

Section 3:

Training which is authorized and approved by the Employer under the terms of this Agreement shall be conducted during the duty hours of the employee concerned where practicable. This does not apply to reading assignments given as part of training, nor does this clause or any aspect of this Agreement or any supplemental agreement preclude an employee from participation in training on his/her own time if he/she so chooses.

Section 4 - Outstanding Training:

The Employer shall encourage and assist employees in obtaining career-related training and education outside the Department by regularly collecting, publishing, and posting on all appropriate bulletin boards, all current information on training and educational opportunities available elsewhere, and informing employees of any time or expense assistance the Employer may be able to provide.

Section 5 - Inter-Departmental Training:

The Employer shall provide the Local Presidents with informational copies of the Departmental Training Course Schedules.

Section 6:

Bargaining unit employees may discuss with their supervisors individual training needs. Such request shall be considered by the supervisor consistent with the provisions of this Agreement.

ARTICLE 27 CORRECTIVE/ADVERSE ACTION

Section 1:

Corrective/adverse actions shall be administered in accordance with the appropriate personnel regulations. Consistent with the District Personnel Manual, Chapter 16, disciplinary action shall be for cause and shall be progressive in nature.

Section 2:

Corrective/adverse actions may be grieved/appealed by an employee (except probationary employees) in accordance with Article 38, Grievance Procedure at the step where the final decision was made or as provided in Chapter 16, District Personnel Manual. Where an employee has initially elected to utilize a procedure, that shall be the exclusive procedure for that grievance.

Section 3:

A charge of AWOL cannot be used as a form of disciplinary action; however, it may be used as a basis for disciplinary action only when the employee is charged in a procedurally correct manner in accordance with personnel regulations.

Section 4:

If the Employer has reason to admonish an employee it shall be done in a manner so as not to subject the employee to unnecessary embarrassment.

Section 5:

The Employer will notify the employee within 90 days when possible, when corrective/adverse action is being proposed of the occurrence of the incident, unless the investigation is still ongoing. The failure of the Employer to issue such notice shall not preclude the discipline.

ARTICLE 28
REST PERIODS

To the extent practical, and without adverse impact on the efficiency of the Employer, employees shall be granted two (2) rest periods per eight (8) hours shift. Such rest periods shall not exceed fifteen (15) minutes each. Rest periods shall not be used to lengthen the lunch period or to shorten the work day. Rest periods will be scheduled as close as possible to the middle of each half shift at the discretion of the Employer.

ARTICLE 29
DISABILITY COMPENSATION

Bargaining unit employees are covered by Title XXIII of D.C. Law 2-139. Grievances concerning this Article shall be appealed in accordance with the provisions of Title XXIII.

ARTICLE 30
ACCEPTABLE LEVEL OF COMPETENCE

Section 1:

When the supervisor's evaluation leads to a conclusion that the employee's work is not an acceptable level of competence, the supervisor shall provide the following to the employee in writing as soon as possible and at least sixty (60) days before the employee is eligible for a step increase, if applicable.

- a. An explanation of each aspect of performance in which the employee's services falls below the acceptable level and how this renders performance on the job as a whole before an acceptable level.
- b. A statement of the acceptable level of performance on each of those work aspects.
- c. Advice as to what the employee must do to bring his/her performance up to the acceptable level.

Section 2:

A negative determination will be reviewed monthly.

Section 3:

A negative determination may be appealed first within the Department and second to the Office of Employee Appeals. Within the Department it may be appealed in accordance with District Personnel regulations. A decision of the Department sustaining a negative determination may be appealed to the Office of Employee Appeals within fifteen (15) days of the final Department decision.

Section 4:

The present system used to evaluate performance will continue to be used until such time as the performance rating plan prescribed in Title XIV of the Comprehensive Merit Personnel Act is established after negotiations with the Union. The provision of this Article shall be superceded accordingly by such new system.

ARTICLE 31 HOURS OF WORK

Section 1:

The basic work week shall consist of five (5) consecutive days, Monday through Friday, except for employees in positions which provide services outside the basic work week. Each work day shall consist of eight (8) hours, excluding a lunch period.

Section 2:

Work schedules showing the employee's shift, work days and hours shall be posted on appropriate bulleting boards where applicable.

Section 3:

At any time the normal basic work week or related matters, are to be changed, the Employer agrees to consult with the Union prior to implementation. Such changes will be effected in accordance with the appropriate personnel rules and regulations.

Section 4:

Overtime assignments will be made in accordance with the District's Personnel Manual. Where the operational mission allows, overtime assignments will be offered equitably to qualified personnel on a voluntary basis. A list shall be posted for employees to sign up for voluntary overtime.

Section 5:

Where possible, employees will be notified one (1) week in advance of any permanent changes in their scheduled tour of duty.

Section 6:

Employees assigned to work unscheduled overtime may be excused upon offering a reason which is acceptable to Management.

ARTICLE 32
LUNCH PERIOD

Section 1:

Employees working a regular basic work week shall have a lunch period not to exceed thirty (30) minutes. Such lunch periods shall be scheduled as close to the middle of the tour as possible.

Section 2:

Both parties agree that lunch periods are employees own time and therefore shall be free of work duties, to the extent practicable. However, if this is not possible employees working exceptional tours of duty shall be permitted to eat while on duty.

ARTICLE 33
MERIT PROMOTION

Section 1:

All positions within the bargaining unit shall be filled in accordance with the District's Merit Staffing Plan.

Section 2:

The Department agrees that vacancy announcements shall be posted for a period of at least ten (10) days prior to the expiration date, on official bulletin boards convenient to all work areas. Such announcements shall provide a synopsis of duties to be performed, qualifications required, any special knowledge, skills or ability that will be given consideration. Each local union president or designee shall be furnished a copy of all vacancy announcements, cancellations, corrections or amendments.

Section 3:

A review of an applicant's minimum qualifications shall be made by a representative of the Employer's Personnel Division. An applicant in the bargaining unit who is rated ineligible shall be notified in writing and given the reason he/she did not qualify. An applicant who has been rated ineligible shall have the right to a meeting within five (5) days of notification with a personnel representative. Redress, if any, shall be in accordance with the District's Merit Staffing Plan.

Section 4:

When a rating panel is convened for positions in the bargaining unit, the Union may send one (1) representative. The panel shall meet to review the candidates' applications and rank the candidates in accordance with the District's Merit Staffing Plan.

Section 5:

The Employer agrees to notify the Local President at least five (5) working days prior to the convening of the rating and ranking panel. The Union agrees to furnish the name of the union representative appointed to the panel. Such union representative must meet all of the conditional qualifications for panel membership as required by the District's Merit Staffing Plan.

Section 6:

After the rating panel has finished its review and ranked the candidates appropriate, the list of the best qualified candidates shall be admitted to the selecting official. The selecting official shall make the selection from among the list of best qualified applicants referred by the panel. The selecting official may non-select from the selection certificate in accordance with the District's Merit Staffing Plan. In the event no selection is made from the highest category of eligible candidates certified, the selecting official agrees to submit a written justification along

with the returned selection certificate to the D.C. Office of Personnel.

Section 7:

The Union agrees to waive the participation in the panel review when less than three (3) applicants are submitted for the vacancy.

Section 8:

When a position in the bargaining unit is filled, the selected employee will perform the full range of duties within ninety (90) days. The supervisor will advise the employee of his/her level of performance during this period and provide assistance as necessary.

Section 9:

The Employer agrees to provide each Local with a copy of the Merit Staffing Plan.

ARTICLE 34
LEAVE

Section 1 - Application For Leave:

Any request for leave of absence shall be submitted in writing on SF-71 by the employee to his immediate supervisor. This request shall state the type of leave requested and the length of time off the employee desires.

Any employee's request for immediate leave due to family sickness or death shall be answered immediately. A request for a short leave of absence, not to exceed three (3) days shall be answered before the end of the work shift in which the request is submitted.

A request for leave of absence exceeding two (2) weeks shall be answered within five (5) days, except for scheduled vacations, as provided for elsewhere in this Agreement. If the request is disapproved the supervisor will return the SF-71 with the reasons for disapproval indicated.

Section 2 - Vacation Schedules:

The Employer reserves the right to determine the number of employees in each job category who may be scheduled annual leave at any given time. Vacation schedules shall be based on employee requests and posted as early in the leave year as possible. Once posted, schedules may not be changed except by mutual agreement of the parties concerned or in case of emergency. Scheduling conflicts will be resolved first by discussion with employees involved and then based on the needs of the service. When the needs of the service are met, scheduling of leave will be resolved by first come, first served basis.

Section 3 - Paid Leave:

A. Annual Leave: Request to use annual leave shall be submitted by the employee on Standard Form 71, Application for leave, normally in advance of the date such leave is to commence.

B. Sick Leave:

1. Call in and reporting time for request for emergency annual or sick leave shall be as specified in Article 40.
2. Sick leave will be administered in accordance with District Personnel Procedures. Employees shall request sick leave in advance when appointments have been previously scheduled for medical, dental and optical treatment.
3. An employee may be required to furnish a satisfactory medical certification to the Employer for any absence of more than three (3) days. When a physician's services are not used, the employee's signed statement and Form 71 may be accepted in lieu of a medical certification if the supervisor is assured sick leave privileges are not being abused.
4. Certification for shorter periods can be required from employees proven to have abused sick leave privileges, in accordance with the appropriate Department of Human Services instructions.
5. An ongoing review shall be made of the employee's sick leave record. Once the employee has demon-

strated an improvement in his/her use of sick leave a notice rescinding the medical certification shall be issued to the employee.

6. Advance sick leave may be granted to permanent or probationary employees up to thirty (30) days. Employees requesting such leave must submit a satisfactory medical certification. Advance sick leave shall be requested as far in advance as possible and Management shall answer the request within ten (10) working days.

C. Inclement Weather: During inclement weather where the District Government has declared an emergency, employees will be given a reasonable amount of time to report for duty without being charged leave. Those employees remaining on their post beyond their regular tour of duty will be paid overtime for the time it takes their relief to report for duty.

D. Other (Administrative Leave): Duty time (Administrative Leave) may be granted for other purposes as provided by District Personnel Regulations. The preceeding shall not preclude eligibility for other leave that may be prescribed in the District's Personnel Regulations.

Section 4 - Unpaid Leave:

A. Leave Without Pay (LWOP): Leave of absence without pay for a limited period may be granted for a reasonable purpose. Such leave shall be requested on SF-71 for an absence of eighty (80) hours or less, and on form 201 for an absence of more than eighty (80) hours. Reasonable purpose in each case shall be agreed upon by the employee and the Employer. LWOP shall be requested as far in advance as possible and a request for LWOP for an absence of eighty (80) hours or less shall be answered within five (5) working days. A request for LWOP for an absence of more than eighty (80) hours shall be answered within ten (10) working days.

B. Union Business:

1. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the employee and the Union be granted a leave of absence without pay. The initial leave of absence shall not exceed one

(1) year. Leave of absence for Union officials may be extended for similar period. No more than one (1) employee of the bargaining unit shall be on such leave at the same time. Contribution of continued benefits shall be in accordance with appropriate regulations.

2. Attendance at Union sponsored programs will be on approved annual leave or leave without pay unless Administrative Leave has been approved by the Office of Labor Relations and Collective Bargaining.

- C. Educational Leave: After completing one (1) year of service an employee, upon request may be granted a leave of absence without pay for educational purposes. The period of absence may not exceed one (1) year but it may be extended at the Employer's discretion. Employees shall be returned to the position they held at the time the leave of absence was granted. However, if an employee is returning from educational leave during which he/she has acquired the qualifications for a higher rated position, the employee shall not have lost any right being evaluated for the higher graded position.
- D. Maternity Leave: Maternity leave of six (6) weeks before child birth and eight (8) weeks following child birth shall be granted at the request of the employee. Extensions of this period not to exceed a total of one (1) year shall be made for medical reasons upon proper certification. Extensions for non-medical reasons shall be at the option of the Employer. (NOTE: Maternity leave may be accumulated annual leave, sick, or leave without pay.) Sick leave shall be requested and approved in accordance with Section 3B of this Article.
- E. Paternity Leave: Paternity leave may be granted at the supervisors discretion for purposes of assisting or caring for minor children or the mother of his/her new born child while she is incapacitated for maternity reasons. The supervisor may require medical documentation to support granting such a request. Leave request shall consist of annual and/or LWOP.
- F. Adoptive Parents: Leave may be granted for a period up to two (2) weeks to an employee who is adopting a child with extensions made at the discretion of the supervisor. Such leave shall be a combination of annual and/or LWOP.

- G. Bereavement Leave: Annual Leave and/or LWOP may be granted to an employee to attend the funeral/memorial services for a member of his/her immediate family (parents, grandparents, spouse, child, brother or sister, legal guardian, mother or father-in-law, brother or sister-in-law, son or daughter-in-law). Additional consideration will be given for granting extended leave request when the funeral/memorial services are outside the Washington Metropolitan Area.
- H. Educational Leave: After completing one (1) year of service an employee upon request may be granted a leave of absence without pay for educational purposes, provided the successful completion of the course work will contribute to the work of the Department. The period of absence initially granted may not exceed one (1) year.

ARTICLE 35 PERFORMANCE RATINGS

Section 1:

Every employee shall be carefully evaluated periodically in order to promote effective and economical operations of the Government of the District of Columbia and to strengthen supervisor employee relations. Such evaluation shall be made with a view toward improving or recognizing employee performance standards or requirements, and advising employee of the supervisory evaluation of their performance. Each employee's performance shall be fairly appraised in relation to job requirements which are known to the employee and each employee shall be kept currently informed regarding the quality of his/her day-to-day performance and notified promptly of his/her annual performance rating.

Section 2:

Consistent with instruction for reporting performance ratings the rater and employee shall discuss his/her performance.

Section 3:

Performance rating means the adjective rating that indicates the evaluation of an employee's actual performance of assigned duties and responsibilities during the rating period. Employees shall be assigned one of four adjective ratings named: Outstanding, Excellent, Satisfactory, or Unsatisfactory.

Section 4:

Employees shall be rated for the period which begins on April 1st of each year and ends on March 31st of the following year. In order to receive a performance rating an employee must have served a minimum of three (3) months in the position he/she occupies at the end of the rating period, under the immediate supervisor responsible for the work of the employee or a supervisor closely acquainted with the employee's performance during the rating period.

Persons serving less than three (3) months in the position occupied shall be rated at the end of the next rating period. In instances where an employee has not changed positions during the rating period but a change in the supervisor has taken place, the employee will be rated in accordance with the District Personnel regulations.

Section 5:

No unsatisfactory performance rating shall be made, processed to final approval or recognized as an official rating unless the employee concerned has been given a warning in writing, by the supervisor not less than ninety (90) days and not more than six (6) months prior to the date when the rating is due including the following information:

1. Which job requirements he/she is failing to meet satisfactorily.
2. What can be done to bring performance up to a satisfactory level.
3. What efforts will be made to assist the employee to improve performance including what training or counseling is available.
4. That an unsatisfactory rating will be assigned if performance does not improve to meet required standards.

If the warning has not been given prior to ninety (90) days before the rating is required to be made, such warning must be given immediately and the time of rating postponed for not less than three (3) months or more than six (6) months after such warning. Postponement of the rating and issuance of the letter of warning must have been accomplished before the last day of the rating period, otherwise, the employee's performance must be rated satisfactory.

Drafts of letters of warning shall be prepared and submitted to the Department Head through the Department's Personnel Office, for approval before being served upon the employee.

Section 6:

Performance ratings will be done in accordance with the District personnel regulations.

Section 7:

A dissatisfaction of the performance ratings may be appealed through the procedures in the District Personnel regulations.

Section 8:

The present system used to evaluate performance will continue to be used until such time as the performance rating plan prescribed in Title XIV of the Comprehensive Merit Personnel Act is established after negotiations with the Union. The provisions of this Article shall be superceded accordingly by such new system.

ARTICLE 36
INCENTIVE AWARDS

Section 1:

The Employer agrees to establish at each local level a committee consisting of one (1) union representative and two (2) management officials to review all incentive awards submitted by the supervisor. The purpose of this committee is to review all submissions for accuracy and assure appropriate processing by the facility.

Section 2:

The Employer agrees to maintain an Incentive Awards Program in accordance with applicable laws and regulations.

Section 3:

An "Employee of the Month" program shall be a proper subject for Labor-Management meetings.

ARTICLE 37
SPECIALLY FUNDED POSITIONS

The Employer agrees prior to the hiring or transfer of employees into specially funded positions, to adequately explain all employment and funding contingencies of the position and to document such employment and funding contingencies on the Personnel Action Form 1.

ARTICLE 38
GRIEVANCE PROCEDURE

Section 1:

This procedure is established for use in the settlement of grievances. The term "Grievance" means a complaint by the employee or the Union that there has been a misinterpretation, violation or misapplication of the provisions of this Agreement.

Section 2:

Most grievances arise from misunderstandings or dispute which can be settled promptly and satisfactorily on an informal basis.

Section 3:

Inasmuch as dissatisfactions and disagreements arise occasionally among people in work situations, the filing of a grievance in good faith shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Response in good faith from the Employer, shall not be construed to reflect unfavorably on the Employer.

Section 4:

No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article must be strictly adhered to and may only be extended upon mutual agreement. The failure to the Union and/or grievant to strictly follow the procedure and time limits shall render the grievance void.

Section 5:

Reasonable time during working hours will be allowed for

employees and Union representatives to discuss and present grievances including attendance at meetings with management officials.

Section 6:

An employee not wishing Union representation may use this grievance procedure provided the employee represents himself/herself at all steps and the Union is given an opportunity to be present at any adjustment meeting. If no meeting is held the Union shall be informed of the adjustment. The decision rendered at Step 3 under this Section shall be final and cannot go to arbitration. The adjustment shall not be inconsistent with the terms of this Contract.

Section 7:

The parties shall be responsible for maintaining an accurate record of the grievance once filed. A copy of all grievances and responses filed at Step 2 or above will be submitted to the D.C. Office of Labor Relations and Collective Bargaining.

Section 8:

Each grievance filed at Step 2 and 3 of this procedure shall contain, (1) date grievance occurred, (2) name of Steward or Union Officer filing grievance, (3) date grievance filed, (4) name of grievant, (5) name of section chief, administrator or other management official with whom grievance was filed, (6) nature of grievance, (7) article and section of contract violated, and (8) action requested.

Section 9 - Procedure:

Step 1: The grievance shall first be taken up orally by the concerned employee or steward with the Division Chief^{1/} within ten (10) working days of the date of the action or the employee's or Union's knowledge of its occurrence. The Division Chief shall respond orally or in writing to the Steward or employee, in filing independently, within ten (10) working days. Nothing in this procedure shall preclude a grievance from being resolved at a lower level.

Step 2: If the grievance is still unresolved, it shall be presented in writing by the Union or employee, to Administrator within ten (10) working days after the response from the Division

^{1/} Division Chief, i.e. Superintendent, Chief, Chief RCA.

Chief is received. The Administrator shall respond in writing to the Union or employee, if filing independently within fifteen (15) working days. The Administrator may convene an informal meeting prior to responding to the grievance, or at the request of the Union, within the fifteen (15) day limit.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union or employee to the Director, Department of Human Services, or his designee, within ten (10) working days after the response from the Administrator is received. The Director, Department of Human Services, or his designee shall respond in writing to the Union or employee, if filing independently, within twenty (20) working days.

Step 4: If the grievance is still unresolved the Union may within fifteen (15) working days after the reply of the Director is due invoke arbitration by serving written notice to the Employer.

If the action which precipitates a grievance occurs at a level above the Division, the grievance may be initiated at the appropriate level.

Section 10:

Failure of the Employer to observe the time limit shall entitle the employee/Union to advance the grievance to the next step. Failure of an employee or the Union to observe the prescribed time limits shall allow the previous decision to stand.

Section 11:

It is agreed that time limits for responding, specified in Steps 1 through 3 commence on the date following receipt of the grievance or response.

Section 12 - Arbitration:

Arbitration will only be invoked by the Union. Within fifteen (15) calendar days from the date of the request for arbitration, the Union may initiate a request to the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) calendar days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's

name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render a decision within thirty (30) calendar days after the close of the record. The arbitrator's fee shall be paid by the party found to be in error. If a dispute should arise as the payment percentage to be paid by the parties in the case of a split decision, it will be referred to the arbitrator to set the percent each party shall pay.

Section 13 - Outside Issues:

Matters not within the jurisdiction of the Department will not be processed as a grievance under this Article.

AFGE
GRIEVANCE FORM

LOCAL NO.: _____ INSTITUTION: _____ DATE FILED: _____

GRIEVANCE FILED WITH: _____
(NAME AND POSITION) (DIV. CHIEF, ADMIN., DIRECTOR)

GRIEVANT: _____
(NAME AND TITLE)

CONTRACT VIOLATION: ARTICLE NO.: _____ SECTION: _____

NATURE OF GRIEVANCE: (Describe What Happened) _____

DATE OF THIS ACTION OR EMPLOYEE/UNION KNOWLEDGE OF ITS OCCURRENCE WHICH PRECIPITATED
GRIEVANCE: _____

RELIEF REQUESTED: _____

WAS GRIEVANCE TAKEN UP AT STEP 1 (Oral)? (IF SO, GIVE DATE, NAME OF SUPERVISOR, AND
RESPONSE GIVEN.) _____

SIGNED: _____
(GRIEVANT)

SIGNED: _____
(STEWARD OR UNION OFFICER)

USE REVERSE SIDE IF MORE SPACE IS NECESSARY.
PLEASE ATTACH ALL DOCUMENTS CONNECTED WITH GRIEVANCE.

ARTICLE 39
TRANSPORTATION OF PATIENTS

Section 1:

The Employer agrees that proper/appropriate measures will be employed when transporting patients.

Section 2:

The Employer further agrees that only authorized personnel shall be used for the transportation of patients.

Section 3:

Extra security measures will be employed when transporting patients exhibiting behavior harmful to self or others.

Section 4:

Employees will be responsible for submitting unusual incident reports in accordance with established regulations.

ARTICLE 40
CALL-IN-TIME

Section 1:

Employees shall call in to report illnesses or emergencies which will cause them to be absent or late from the normal reporting time.

Section 2:

In institutions which provide 24-hour continuous coverage, employees shall report illness, emergency absences or lateness as soon as possible, but no later than 1-hour before the normal reporting time, unless extenuating circumstances prevent doing so.

Section 3:

Employees in non-twenty-four (24) hour operations shall call in no later than one (1) hour after the normal reporting time.

ARTICLE 41
UNIFORMS

Section 1:

If and when uniforms are required by the Employer they shall be furnished.

Section 2:

When necessary, adequate uniforms, lab coats shall be provided for employees required to work in laboratories or in clinical settings, food supplement and food services and/or employee's requiring Department of Human Services Identification in the performance of their duties.

ARTICLE 42
CONTRACTING OUT

Section 1:

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the Department and the Union. Decisions regarding contracting out are areas of discretion of the Department or a higher authority. However, the Department agrees to consult with the Union regarding the impact of such contracting out on employees covered by this Agreement.

ARTICLE 43
REASSIGNMENTS

Section 1:

Employee request for transfers or reassignments shall be submitted in writing to the appropriate level of supervision, inclusive of supportive reasons for the request.

Section 2:

The Employer shall acknowledge the employee's request within a reasonable period of time.

Section 3:

Employees permanently relocated to different facilities shall be given five (5) calendar days advance notice, if practicable, unless otherwise waived by the employee.

Section 4:

The Employer agrees to notify the Union President in advance when a Union steward is moved from his/her area of assignment.

Section 5:

When an employee is permanently reassigned or transferred a personnel Form 52 shall be prepared to initiate the action.

Section 6:

It is recognized that the Employer has the right to reassign employees whenever the interest of the service so requires, but reassignments shall not be used as a form of disciplinary action.

ARTICLE 44
INCLEMENT WEATHER

During inclement weather when the District Government has declared an emergency, employees (other than those designated essential employees) will be given a reasonable amount of time to report to duty, consistent with applicable Personnel regulations.

ARTICLE 45
ORIENTATION OF NEW EMPLOYEES

Section 1:

The Union shall provide each administration a list of shop stewards. A complete list shall also be submitted to the Commission, the Director's Office, and the Office of Labor Relations and Collective Bargaining (OLRCB).

Section 2:

The Department shall make shop stewards aware of new bargaining unit employees in their work area. The shop steward shall be permitted to present a Union information packet, including a copy of this Agreement to those employees.

ARTICLE 46
ESSENTIAL EMPLOYEES

The Employer shall notify in writing all employees of their position designation as essential employees, after compliance with the Compensation Units 1 and 2 Agreement.

ARTICLE 47
REDUCTION-IN-FORCE

Section 1:

Reduction-in-force shall be conducted in accordance with the Comprehensive Merit Personnel Act and applicable Personnel procedures.

Section 2:

The Employer agrees to provide advance notice to the Union concerning any proposed reduction-in-force which may affect employees within the bargaining unit. The Union shall be provided with an opportunity to consult with the Employer and offer their input on the planning and implementation of the RIF.

Section 3:

The Union shall be provided with appropriate information deemed necessary for consultation regarding the reduction-in-force.

ARTICLE 48
REORGANIZATION

The Employer agrees to consult with the Union regarding reorganizations having a direct impact on bargaining unit employees.

ARTICLE 49
DURATION AND FINALITY OF AGREEMENT

Section 1:

This Agreement shall remain in full force and effect until September 30, 1990. If disapproved because certain provisions are asserted to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate a legally constituted replacement provision or the offensive provision shall be deleted.

Section 2:

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement.

Section 3:

This Agreement shall remain in effect for three (3) years from the date approved as provided in Section 1715 of the Act, and will automatically be renewed for a one (1) year period thereafter unless either party gives to the other party written notice of intention of terminate or modify the Agreement 150 days prior to its anniversary date. In the event that either party request modification of any article or part of any article, or the inclusion of additional provisions, only the related articles and/or parts of the articles shall be affected and unrelated articles or parts of articles shall continue in full force and effect. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 22nd day of September, 1988.

FOR THE DISTRICT OF COLUMBIA

Peter G. Parham
Peter Parham, Interim Director
Department of Human Services

Debra A. McDowell
Debra A. McDowell
Acting Deputy Director, OLRCD
Chief Negotiator

Michelle Peterson
Michelle Peterson
Labor Relations Officer
Chief Negotiator

Bernadine Brown, CPH
Bernadine Brown, CPH

Catherine Bego, ADASA
Catherine Bego, ADASA

Eric Jackson, Ambulatory Care
Eric Jackson, Ambulatory Care

William Byrd
William Byrd
D.C. Office of Personnel

FOR THE AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCALS 2737 AND 2978

Beverly Crawford
Beverly Crawford
Chief Negotiator

Claretta Hawkins
Claretta Hawkins
President, Local 2737

Mary A. Brawner
Mary Brawner
President, Local 2978

Claretta Shorts
Claretta Shorts, Local 2978


Inez Jackson
Inez Jackson, Local 2978

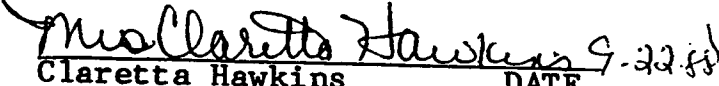
J.T. Carter
J.T. Carter, Local 2737

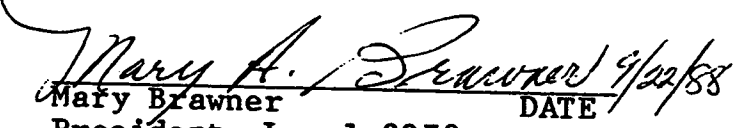
MEMORANDUM OF UNDERSTANDING

DAY CARE

The parties to this Memorandum of Understanding agree to establish a joint Labor-Management Committee. The purpose of this Committee will be to study the feasibility of day care facilities within the Commission of Public Health.

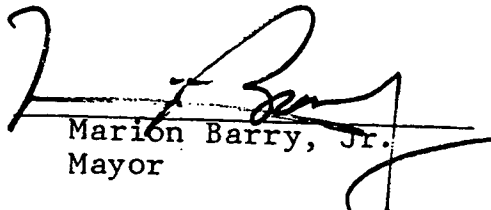

Debra A. McDowell 9-22-88
Acting Deputy Director DATE
D.C. Office of Labor Relations
and Collective Bargaining


Claretta Hawkins 9-22-88
President, Local 2737 DATE


Mary Brawner 9/22/88
President, Local 2978 DATE

APPROVAL

This Collective Bargaining Agreement Between the District of Columbia Government and the American Federation of Government Employees (AFGE), Locals 2737 and 2978, dated 9-22-88 has been reviewed in accordance with Section 1715(a) of the District of Comprehensive Merit Personnel Act (CMPA) of 1978 (§1-347.15, D.C. Code, 1973 Edition, Supplement VII, 1980) and is hereby approved this 1st day of Dec., 1988.


Marion Barry, Jr.
Mayor

AFGE LOCAL 2737 SUPPLEMENT

UNION STEWARDS

The Employer agrees to recognize ten (10) stewards for Local 2737. If at any time the Department expands, reorganizes or relocates any of the sites affecting the employees in the bargaining unit, the Employer and the Union agree to adjust the number of stewards either upward or downward as necessary.

AFGE LOCAL 2978 SUPPLEMENT

UNION STEWARDS

The Employer agrees to recognizes twenty (20) stewards for Local 2978. If at any time the Department expands, reorganizes or relocates any of the sites affecting the employees in the bargaining unit, the Employer and the Union agrees to adjust the number of stewards either upward or downward as necessary.

28. If there are any boards or commissions associated with your agency, please provide a chart listing the names, confirmation dates, terms, and wards of residence of each member. Include any vacancies. Please also attach agendas and minutes of each board or commission meeting in FY16 or FY17, to date, if minutes were prepared. Please inform the Committee if the board or commission did not convene during any month.

The Department of Forensic Sciences currently has a Science Advisory Board meeting on a quarterly basis. Below is the list of the board members:

Science Advisory Board					
First Name	Last Name	Appointment Date	Council Approval	Term end	Ward of Residence
Clifton	Bishop	5/2/2013	6/22/2013	4/18/2017	West Virginia Resident
Irvin	Litofsky	5/2/2013	6/22/2013	4/18/2017	Maryland Resident
Simone	Gittelsohn	3/5/2016	3/5/2016	4/18/2017	Maryland Resident
William	Grosshandler	5/2/2013	10/4/2014	11/25/2017	Maryland Resident
Burton	Wilcke	3/6/2016	2/8/2016	11/25/2017	Other
Peter	Marone	4/24/2015	10/4/2014	11/27/2017	Other
Namandje	Bumpus	10/31/2016	1/9/2017	4/18/2019	Ward 7
Marie	Fidelia-Lambert	10/31/2016	1/9/2017	4/18/2019	Maryland Resident
Jeanne	Jordan	10/31/2016	1/9/2017	4/18/2019	Ward 2
Jenifer	Smith	6/3/2015			Ward 6

All minutes from each meeting are in the following pages.



**Department of Forensic Sciences
Science Advisory Board Meeting Minutes
Friday, October 2, 2015**

The meeting of the Department of Forensic Sciences Science Advisory Board was brought to order at 9:20 a.m. by Board Chairman, Irvin Litofsky. In addition to board chair Litofsky, the current six board members in attendance included Clifton Bishop, Joseph Bono, Michael Coble, William Grosshandler, Peter Marone and Sandy Zabell. There was a quorum to conduct board business.

The June 16 meeting minutes were presented, read and approved, as corrected, to accurately identify receipt of the audit report from the ANSI-ASQ National Accreditation Board.

General Counsel Robert Hildum led a discussion concerning the Science Advisory Board regulations, notifications, board reviews and advising the Mayor and the Council of the District of Columbia on scientific matters. At the conclusion of Mr. Hildum's talk, Deputy Director Catherine Theisen described the Quality Corrective Action Report (Q-CAR) process and timelines. The review was presented to assist in the board's further discussion in determining the method and frequency of disclosures.

Deputy Mayor Kevin Donahue announced the October 28th City Council hearing for Dr. Jenifer Smith's nomination for appointment as Director of the Department of Forensic Sciences. Deputy Mayor Donahue reported that the Mayor's and the City Council's commitment to DFS is supported by the substantial financial investment in the department.

Q-CAR scenarios, corrective action and staffing in the Latent Fingerprint Unit (LFU) were the focus of a presentation by LFU Manager, Jessica Beckman. Lead Scientist Laura MacBean discussed the Forensic Biology Unit's (FBU) process and technique for 29 cycle and the allele frequency worksheet. She identified the intensive training, testing and independent review response in which FBU scientists have been engaged.

Dr. Jenifer Smith announced an October 30, 2015, STRmix implementation review panel convening at the Consolidated Forensic Laboratory for evaluative support of FBU.

The outcomes of assessments conducted during an ANAB surveillance visit were reviewed by Dr. Catherine Theisen. Accreditation for the Digital Evidence Unit is planned.

The Laboratory Information Management System (LIMS) went live October 1, 2015, at DFS. Simon Kert reported on the system's capability for real-time evidence tracking and project/record management across different laboratory operations. Luke Short presented the DFS plan for the development of a lab to perform chemical analysis of synthetic cannabinoids.

Following a brief discussion concerning receipt of a letter from the Public Defender Service, ethics training and dc.gov email addresses anticipated for board members, the meeting adjourned at 2:52 p.m.

An audio recording of the meeting is available upon request.



**Department of Forensic Sciences
Science Advisory Board Meeting Minutes
Friday, January 15, 2016**

Science Advisory Board Chairman Irv Litofsky brought to order, at 9:20 a.m., the meeting of the Department of Forensic Sciences (DFS) Science Advisory Board. In addition to the board chair, members present included Clifton Bishop, Joseph Bono, Michael Coble, William Grosshandler, Peter Marone and Sandy Zabell. A quorum was established to conduct board business. Minutes from the October 16, 2015, meeting were presented, read and approved.

Catherine Theisen's resignation as DFS Deputy Director was announced by Dr. Jenifer A.L. Smith. She appointed Ms. Brittany Graham to serve as Interim Deputy Director, in addition to serving as Director of Training and Quality. Dr. Smith also announced the appointment of Ms. Karen Wiggins to Associate Director of the Forensic Science Laboratory and Mr. Troy Kelly's appointment to Director of Crime Scene Sciences.

Function, role and responsibility of the advisory board were key areas reviewed in unofficial draft regulations developed by General Counsel Robert Hildum, who explained that upon completion, a more rigorous review for legal sufficiency would be conducted later by the Office of the Attorney General. It is anticipated that the board's suggestions and recommendations will be incorporated into an updated version of the working draft document.

Dr. Luke Short reported substantial progress made toward establishment of the Forensic Chemistry Lab. Since the board's last meeting, resources have been approved and loaded for the final installation of equipment and the development of forms, SOP's and sample and validation plans have been completed. Dr. Morris Blaylock, of the Public Health Laboratory's Microbiology Unit, provided an overview of the Laboratory, focusing specifically on the lab's organizational structure, stakeholder relationships, staffing challenges and the division's responsibility for disease surveillance.

DFS staff, led by Dr. Horng Kan (Public Health Laboratory/Bio Terrorism), has been tracking and reporting twice monthly progress and action steps taken to correct deficiencies in response to 29 Q-CAR's resulting from an inspection by the Centers for Disease Control and Prevention (CDC) Division of Select Agents and Toxins (DSAT). On behalf of Dr. Kan, Dr. Anicet Dahourou (Public Health Laboratory/Virology) presented an overview of the programmatic departures and corrective action.

A letter to DFS from the Public Defender Service (PDS), the DFS response letter to PDS and Cognitive Bias training of DFS staff were discussed briefly.

The board was introduced to Technical Leader Susan Welti and Manager Andrea Borchardt of the Forensic Biology Unit. The analysts reported on the unit's latest techniques and testing protocols, quality assurance standards, SOP review, external audits and lab enhancements.

Following a LIMS review by Paul Reedy, a report by Dr. Smith on DFS supplemental spending and a query from Chairman Litofsky to DFS General Counsel regarding the expiration of board appointments and the reappointment process, the meeting adjourned at 2:15 p.m.

An audio recording of the meeting is available upon request.



**Department of Forensic Sciences
Science Advisory Board Meeting Minutes
Friday, April 14, 2016**

Prior to the start of the Science Advisory Board meeting, Dr. Simone Gittelson, National Institute of Standards and Technology (NIST), received the ceremonial oath of office, from Steven Walker, Director of the Mayor's Office of Talent and Appointments, appointing her to the advisory board.

At 9:30a, the meeting of the Science Advisory Board was brought to order by board chairman Irv Litofsky. In addition to the board chair, board members Michael Coble, Simone Gittelson, William Grosshandler, Peter Marone and Sandy. Zabell, were present and a quorum was established to conduct board business. Minutes from the January 15, 2016, meeting were presented, read and approved.

Chairman Litofsky announced Joseph Bono's resignation from the advisory board at the expiration of his term on April 18, 2016. DFS Director Jenifer Smith reported that on April 7, Dr. Burton W. Wilcke, Jr., was sworn in as a member of the board and that a search to fill current board vacancies has been initiated.

A report on draft regulations, not included in the legislation, that define the board's role was given by DFS General Counsel Robert Hildum. The regulations have met legal sufficiency by the Office of Policy and Legislative Affairs and will be issued in final form following review by the Office of the Attorney General, the Council of the District of Columbia and a period for public comment.

Interim Deputy Director Brittany Graham updated the board on DFS complaints/inquiries received since the board's January meeting, highlighting an incident involving a Firearms Examination Unit (FEU) firearm and its potential connection to firearm cartridge casings recovered from a crime scene. The board will be advised of the department's finding concerning the matter at the completion of an ongoing investigation. Deputy Director Graham also provided a briefing related to the Public Health Laboratory's (PHL) surprise inspections by the Centers for Disease Control and Prevention (CDC) Division of Select Agents and Toxins (DSAT). Of the 25 reported departures resulting from the lab's inspections occurring August 18th and 19th, one was corrected on-site and the remaining 24 Quality Corrective Action Reports (Q-CARs) established afterward were all closed. A subsequent inspection on March 3rd yielded 7 departures, requiring a response and action plan, and 6 concerns for the PHL.

The Public Health Laboratory's recent activities associated with Zika virus testing, mosquito surveillance and CDC interactions were detailed by Dr. Horng Kan.

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Decommissioning of the Public Health Laboratory Annex as the DFS Continuity of Operations (COOP) site and training facility was announced. Also reported are current discussions to establish a COOP partnership with the state of Maryland and the department's recruitment of the Public Health Laboratory Director reaching its final stages.

A discussion involving the utilization of verbal scales in communicating and evaluating DNA statistical data and the new methodologies and procedures used in DNA laboratory testing, as revealed in recent studies, was led by Andrea Borchardt, who also reported the latest developments of STRMIX integration in the Forensic Biology Unit (FBU). Susan Welti conducted a briefing on the unit's current projects that includes kinship testing in support of the Office of the Chief Medical Examiner with identification of unknown bodies, as well as other FBU activities and actions related to the closeout of the 2015 quality assurance standards audit.

The nine-month recovery effort and progress of the Forensic Biology Unit was the focus of a discussion led by Forensic Science Laboratory Director Karen Wiggins. Stakeholder collaboration strategies, training and equipment procurement have been key factors in restoring confidence in the laboratory.

Crime Scene Sciences Director, Troy Kelly reviewed the way forward for the merge and transition of Crime Scene Sciences (CSS) and the Metropolitan Police Department (MPD). A meeting with the Mayor is planned. More recently, the division completed training of trauma nurses in collections obtained from major offenses, in addition to providing support to the Office of the Chief Medical Examiner with mass fatality training.

Dr. Smith proposed restructuring of the quarterly board meeting and expansion of the board's advisory role to include providing assistance with DFS projects, protocol review and the identification of current and anticipated issues. There was no objection to the Director's recommendations.

Chairman Litofsky expressed concern in response to a delay in the board's receipt of a February 29th report submitted to the Mayor. According to General Counsel Hildum, the document is not final. The board was assured that the final document will be made available to DFS stakeholders.

The meeting adjourned at 2:20 p.m.

An audio recording of the meeting is available upon request.



**Department of Forensic Sciences
Science Advisory Board Meeting Minutes
Friday, July 22, 2016**

The Department of Forensic Sciences Science Advisory Board meeting was brought to order at 9:15 a.m. by board member Peter Marone, acting on behalf of board chairman Irv Litofsky. In addition to the acting board chair, board members Dr. Clifton Bishop, Dr. Simone Gittelsohn and Dr. Burton Wilcke were in attendance. A quorum was established to conduct board business and the Minutes from the April 14, 2016, meeting were presented, read and approved.

The Science Advisory Board draft regulations are reportedly deemed legally sufficient, with minor revision, by the Office of the Attorney General and have been submitted to the Office of the City Administrator for review and approval. The regulations become final 30 days following publication for comment. Board member Marone recommended and General Counsel Robert Hildum agreed to an additional distribution of the regulations.

A summary report outlining a review of allegations, issues, complaints and inquiries was distributed to the board by Brittany Graham, Acting Deputy Director/Deputy Director for Quality and also Deputy Director for Training. Highlighted among the review of allegations is an April 27th Public Health Laboratory complaint received from the D.C. Department of Health concerning a compromised sample for Zika virus testing and an ATF issue involving a duplicate NIBIN entry of a single cartridge case. Corrective measures have been implemented to avoid recurrence of these events. Board member Marone recommended that allegations and issues be compiled and forwarded to the board prior to the board's quarterly meetings. Deputy Director Graham identified laboratory audits scheduled to occur over the next several months. She also confirmed that DFS employees had completed required cognitive bias training, a recommendation of the Public Defender Service for the District of Columbia.

Dr. Jenifer Smith presented the department's 2016 goals and accomplishments during the first year of her directorship. Among the achievements identified is implementation of the JusticeTrax Laboratory Information Management System (LIMS), improved stakeholder engagement, significant increases in productivity, a streamlined procurement process, robust recruitment and staff training.

The frequency spike in Zika virus testing and predictions of the infectious disease in the District of Columbia were addressed by Dr. Horng Kan of the Public Health Laboratory. An announcement of a fully installed Forensic Chemistry Unit (FCU) laboratory was made by Dr. Luke Short who reported the completion of the DEA drug license process and discussed some of the lab's casework and collaborative efforts in the fight against synthetic drugs in the District.

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Page Two
Science Advisory Board
Meeting Minutes
July 22, 2016

Mr. Marone led the discussion of the board's recommendations following the body's review of Latent Fingerprint Standard Operating Procedures (SOP's). The dialogue was followed by Dr. Gittelsohn's exploration of the use of verbal scales and standards outside of the United States in addition to the interpretation of footwear evidence.

Dr. Smith encouraged the board's advance notice of laboratory areas scheduled for the board meeting agenda to ensure the availability of laboratory staff.

Potential meeting dates were briefly discussed before the meeting adjourned at 2:50 p.m.

An audio recording of the meeting is available upon request.



DISTRICT OF COLUMBIA
DFS
DEPARTMENT OF
FORENSIC SCIENCES

**Department of Forensic Sciences
Science Advisory Board Meeting Minutes
Friday, October 14, 2016**

The Department of Forensic Sciences Science Advisory Board meeting was brought to order at by board chairman Irv Litofsky at 9:09 a.m. Board members in attendance included Dr. Clifton Bishop, Dr. Simone Gittelsohn, Dr. Bill Grosshandler and Mr. Peter Marone. A quorum was established to conduct board business. The July 14, 2016, meeting minutes were presented, read and approved.

Introduction of new staff

The board was introduced to Ms. Rashee Kumar, who recently joined the DFS staff as General Counsel, and Dr. Anthony Tran, appointed Director of the Public Health Laboratory. Ms. Kumar reported that the Office of the City Administrator (OCA) returned the Science Advisory Board draft regulations, with minor revisions, following the departure of the former DFS General Counsel and prior to her arrival. The changes will be made and the draft document will be resubmitted to the OCA for review and approval followed by publication, public comment and final publishing.

Update on Laboratory Status

Three complaints were received over the past quarter. Of these, one is an internal anonymous complaint, sent to former Police Chief Cathy Lanier, alleging a cover-up involving a firearm found underneath a locker. Through investigation the weapon was linked to the Metropolitan Police Department (MPD) Crime Scene Investigation Division (CSID) to whom the firearm was returned. A second complaint involved the Office of the U.S. Attorney asserting receipt of incomplete discovery document submissions from DFS legal counsel. A reconciliation of procedures for document case file storage and retrieval, as well as accuracy in case-tracking, is expected to resolve this issue. A third complaint received by the Department of Health, Epidemiology, is related to incidents of improper handling of specimens, for which incorrect testing of submitted specimens was conducted and an unrelated incident involving improper storing and thawing of specimens later deemed unsuitable for testing upon receipt by the CDC. Deputy Director Brittany Graham reported that the complaints have been processed for Quality corrective actions.

Audits

Audit of the Forensic Science Laboratory Firearms Examination Unit (FEU), Latent Fingerprint Unit (LFU) and Forensic Biology Unit (FBU) were conducted August 22-23 by ANSI-ASQ. Four minor non-conformities, primarily considered policy-related, were found in FEU and LFU. These were corrected within the prescribed 30-days after which a September 26 letter was received from the ANAB confirming compliance and continued accreditation. The Forensic Biology Unit received no non-conformities.

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The Public Health Laboratory's (PHL) Clinical Laboratory Improvement Amendments (CLIA) audit September 27-28 yielded 8 to 10 minor non-conformities mainly comprised of quality checks that include placard postings, visual aids and SOP revision. The DFS Quality team is working through corrective action for these non-conformities, as well as others identified during a September 28th Division of Select Agents and Toxins (DSAT) audit. Dr. Anthony Tran attributes the high level of regulation and the depth of the laboratory's inspections to the lab's Tier 2 chemical terrorism and Tier 1 select agents and toxins qualifications.

Crime Scene Sciences (CSS)

Crime Scene Sciences Director Troy Kelly reported successful transition of MPD Crime Scene Investigations Division (CSID) to the Crime Scene Sciences Unit, incorporating the hiring of retired CSID staff. Recent CSS recruitment has increased staff from 56 to 78 and the division is projected to reach full-force by mid-year 2017. Currently, CSSU is handling approximately 98% of the District's homicides.

CSS led the Department of Forensic Sciences' participation in a landmark week-long mass fatality exercise pioneered by the D.C. Office of the Chief Medical Examiner.

Forensic Science Laboratory (FSL)

Following the resumption of DNA casework during the last fiscal year, FSL Director Karen Wiggins reports significant gains throughout the division's three labs. During this period recruitments included the hiring of a Forensic Biology Unit (FBU) technical leader, a Forensic Biology Unit manager and a Firearms Enforcement Unit manager. The purchase of case management systems and having access to the most updated industry technologies (AFIS, CODIS, NIBIN) have helped make possible an increase in productivity compared to a year ago.

Recent outreach efforts by FSL concentrated on stakeholder engagement that included the division's training of more than 300 MPD detectives, meeting with the Office of the Attorney General, the Public Defender Service, the Office of the United States Attorney and the ATF.

While the PCAST Report and information presented in the board's viewing of a fingerprint webinar were discussed at length, the board and DFS leadership agreed that Forensic Biology Procedures would be included in the next board meeting agenda.

SAB member Peter Marone inquired about whether consideration had been given to appointing to the board a candidate with technical DNA expertise or enlisting a volunteer of similar qualification. There was no information available to determine if a recommendation had been made.

Potential meeting dates were discussed before the meeting adjourned at 1:13 p.m.

An audio recording of the meeting is available upon request.



DISTRICT OF COLUMBIA
DFS
DEPARTMENT OF
FORENSIC SCIENCES

**Department of Forensic Sciences
Science Advisory Board Draft Meeting Minutes
Friday, January 13, 2017**

The Department of Forensic Sciences Science Advisory Board meeting was conducted via WebEx and was brought to order at 9:35 a.m. by board chairman Irv Litofsky. Board members participating in the web-based conference, in addition to the chairman, included: Dr. Simone Gittelsohn, Dr. Bill Grosshandler, Dr. Jeanne A. Jordan, Dr. Maria N. Fidélia-Lambert, Mr. Peter Marone and Dr. Burton Wilcke. A quorum was established to conduct board business. Minutes from the October 14, 2016, meeting were presented, read and approved.

Introduction of new board members

Dr. Namandjé N. Bumpus, Dr. Jeanne Ann Jordan and Dr. Maria N. Fidélia-Lambert were announced as recent appointments to fill three SAB vacancies. Drs. Jordan and Fidélia-Lambert briefly spoke of their professional careers and affiliations. Although Dr. Bumpus was not available to participate in the WebEx meeting, the board expressed interest in knowing which board vacancy she would fulfill.

Review of Forensic Biology Unit (FBU) Protocols

The receipt of comments submitted by the board in response to board review of FBU protocols was acknowledged by Susan Welti, FBU Technical Lead. She encouraged all board members to continue reviewing the protocols and to forward suggestions to the laboratory by the end of the month. Within the next few days following the board meeting, Ms. Welti will issue a document that addresses protocol comments. Revisions are scheduled for incorporation during updates of the Global Filer 3500, when other technology is scheduled to go operational.

Dr. Wilcke suggested that procedurally board members should either respond to protocol reviews with comments or respond to indicate not having any suggestions or comments.

Firearms Examination Unit (FEU) protocols are next for SAB review.

Quality Update

The Public Health Laboratory is in compliance with DSAT and CLIA and the Forensic Science Laboratory is in compliance with ANAB, reports Deputy Director Brittany Graham. While there are no issues to report from the last quarter, two complaints were received during this period from the U.S. Attorney's Office. A December 7 complaint alleges a delay in the submission of a collection log by Crime Scene and a December 9, 2016, complaint asserts that the Central Evidence Unit was unresponsive to multiple attempts to reach a Central Evidence Unit employee. There is an active investigation in both matters.

Presently, there are two examiners under remediation, 1-Firearms examiner, 1-Latent Fingerprints examiner. Both examiners issued false exclusions in proficiency tests and have been removed from casework. In response to this action, DFS has notified stakeholders, a percentage review of past cases is in progress and the examiners are receiving remedial training in areas of deficiency. Additional assessment and proficiency testing is anticipated to assist employees in returning to case work.

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Dr. Jenifer Smith issued an appeal to the board for guidance and assistance with proficiency tests and testing and the identification of proficiency test providers.

Public Health Laboratory Update

The Public Health Laboratory received two-year recertification through November 9, 2018, following the laboratory's two-day CLIA audit September 27-28, 2016. The lab was recertified for 3 years, through December 26, 2019, after a two-day DSAT Tier 1 audit of the lab's bio-terrorism activities.

Virology

Patients tested for Zika Virus by the PHL, from January 2016 through December 2016, total 841. This number represents District of Columbia residents, in addition to Maryland and Virginia residents seeking care in the District. Dr. Anthony Tran, PHL Director, reports that the laboratory's testing of over 2,000 Zika Virus samples, to date, resulted in the identification of 22 positives by the PHL, totaling 30 District-wide. These cases are primarily due to international travel and not believed to be locally transmitted. However, there is an investigation of two cases suspected to be sexually transmitted. In addition Zika Virus, the lab's mosquito surveillance also includes Chikungunya virus, Dengue Virus and West Nile Virus.

Forensic Chemistry Unit

The Forensic Chemistry Unit (FCU) is working towards accreditation for forensic testing and is on schedule for ISO accreditation (17025) by the end of calendar year 2017. The unit validated methods for Cannabinoid and Opioid compounds, natural and synthetic, and anticipates the inclusion of other compounds (Stimulant, Hallucinogen, Psychoactive Drug, Cathinone) in the months ahead. More immediate will be an increase in FCU personnel with the addition of two Drug Enforcement Administration (DEA) chemists. The DEA is scheduled to conclude its testing on behalf of the District by 2018.

The Public Health Laboratory will support local and federal stakeholders and partners with heightened readiness of biological and chemical terrorism teams, as well as the testing of food products, if necessary, during the 2017 presidential inauguration.

Science Advisory Board regulations have cleared the Office of the City Administrator and are currently receiving legal sufficiency review by the Office of the Attorney General. They will be published to allow for public comment, after which they are deemed approved. DFS General Counsel, Rashee Kumar reviewed the complaint process, included in the regulations, addressing apparent structural concerns raised by the Office of the City Administrator.

SAB Chairman Irv Litofsky announced that his appointment expires April 2017, and that another chairman must be named. The matter is to be included on the agenda for the April 28th meeting.

Dr. Jenifer Smith reminded the board of the department's internship program and asked board members to consider collaborative intern projects and other programmatic ventures. She stated that a formal request would be made to the board to obtain a formal documented statement reflecting the board's perspective and recommendations in response to the PCAST report.

The meeting adjourned at 11:25 a.m. An audio recording of the meeting is available upon request.

FY16 Contracts

Contract Number	PO Number	Vendor Name	Fund Detail	Total PO Amount	Total Invoice Amount	PO Balance	Contract Administrator	Contract Period of Performance	Contract Amount	Competitively Bid Y/N
CW41727	POS37133	ADVANCED EMPLOYEE INTELLIGENCE Health and Safety Assistant	Local	\$ 51,531.43	\$ 51,531.43	\$ -	Patti Grier	1/21/16-1/21/17	\$ 80,454.40	Y
BPA-FY16-004	POS44299	ANTHONY TRAN PHL Interim Director	Local	\$ 21,000.00	\$ 21,000.00	\$ -	Patty McMullen	6/20/16-9/30/16	\$ 21,000.00	Y
CW38540	POS36327	THE BODE TECHNOLOGY GROUP, INC DNA Outsource Testing	Local	\$ 2,110.00	\$ 2,110.00	\$ -	Kelly Sobilo	1/5/16-1/4/17	\$ 108,000.00	Y
CW37684	POS30957	EXCALIBUR LEGAL STAFFING Shipping/Receiving Clerk	Local	\$ 49,348.40	\$ 49,348.40	\$ -	Warren C. Washington	6/15/15 - 6/14/16	\$ 117,936.00	Y
CW37684	POS43879	EXCALIBUR LEGAL STAFFING Shipping/Receiving Clerk	Local	\$ 14,274.00	\$ 14,274.00	\$ -	Warren C. Washington	6/15/15 - 6/14/16	\$ 117,936.00	Y
CW43675	POS41741	EXCALIBUR LEGAL STAFFING PHL Bio-Safety Officer	Intra-district	\$ 47,675.30	\$ 47,675.30	\$ -	Patti Grier	3/28/16 - 3/27/17	\$ 106,920.00	Y
DCFR-2016-A0001	POS33100	MAURICE E. KNUCKLES PHL CLIA Director	Local	\$ 82,200.00	\$ 82,200.00	\$ -	Morris Blaylock	11/10/15-11/10/16	NTE \$100,000	Y
DCFR-2016-A0002	POS34296	PAMELA MCINNIS Quality Assurance Contractor	Local	\$ 50,250.00	\$ 50,250.00	\$ -	Yi-Ru Chen	11/30/15-11/29/16	\$ 50,250.00	Y
CW43678	POS47604	MESA LABORATORIES Laboratory equipment temperature monitoring	Local	\$ 78,921.00	\$ 78,921.00	\$ -	Luke Short	5/3/16-5/4/17	\$ 157,795.00	Y
CW38640	POS42922	MICHAEL MULDERIG Firearms Examination Contractor	Local	\$ 48,520.00	\$ 48,520.00	\$ -	Warren C. Washington	8/9/15-9/30/16	\$ 117,600.00	Y
CW38640	POS30096	MICHAEL MULDERIG Firearms Examination Contractor	Local	\$ 60,000.00	\$ 60,000.00	\$ -	Warren C. Washington	8/9/15-9/30/16	\$ 117,600.00	Y
CW45766	POS47303	MIDTOWN PERSONNEL Medical Technicians	Intra-district	\$ 27,282.38	\$ 27,282.38	\$ -	Kimary Harmon	7/28/16-7/27/17	NTE \$240,000	Y
Doc254841	POS43180	LUCIANO MORALES Firearms Examination Contractor	Local	\$ 68,000.00	\$ 68,000.00	\$ -	Shawntia Middleton	6/8/16-9/30/2016	\$ 169,320.00	Y
DCTO-2008-C-0135	POS29898	OST, INC Manager Level 6	Capital	\$ 101,885.60	\$ 93,842.00	\$ 8,043.60	Jacquie Reedy	10/1/15-9/30/16	\$ 101,885.60	ITSA
DCTO-2008-C-0135	POS35442	OST, INC Business Analyst Level 3	Capital	\$ 103,685.76	\$ 82,865.88	\$ 20,819.88	Patty McMullen	12/16/15-9/30/16	\$ 103,685.76	ITSA
DCTO-2008-C-0135	POS39208	OST, INC Consultant Level 5	Capital	\$ 102,326.40	\$ 102,326.40	\$ -	Patty McMullen	3/10/16-9/30/16	\$ 102,326.40	ITSA
DCTO-2008-C-0135	POS39209	OST, INC Developer Level 2	Capital	\$ 50,407.20	\$ 44,841.42	\$ 5,565.78	Jacquie Reedy	3/10/16-9/30/16	\$ 50,407.20	ITSA
DCTO-2008-C-0135	POS43941	OST, INC Project Manager Level 6	Intra-district	\$ 72,392.40	\$ 72,392.40	\$ -	Jacquie Reedy	6/13/16-9/30/16	\$ 72,392.40	ITSA
DCTO-2008-C-0135	POS44919	OST, INC Developer Level 2	Capital	\$ 36,405.20	\$ 30,559.37	\$ 5,845.83	Jacquie Reedy	7/5/16-9/30/16	\$ 36,405.20	ITSA
DCTO-2008-C-0135	POS47205	OST, INC Net Developer	Local	\$ 20,556.80	\$ 9,904.64	\$ 10,652.16	Jacquie Reedy	8/11/16-9/30/16	\$ 20,556.80	ITSA
CW38652	POS30063	RON SMITH & ASSOCIATES, INC. Latent Fingerprint Examination Contractor	Local	\$ 169,162.50	\$ 169,162.50	\$ -	Warren C. Washington	10/1/15-9/30/16	\$ 585,162.50	Y
CW38652	POS37140	RON SMITH & ASSOCIATES, INC. Latent Fingerprint Examination Contractor	Local	\$ 594,525.00	\$ 594,525.00	\$ -	Warren C. Washington	10/1/15-9/30/16	\$ 585,162.50	Y
CW38642	POS30083	RON SMITH & ASSOCIATES, INC. Firearms Examination Contractor	Local	\$ 73,050.00	\$ 73,050.00	\$ -	Warren C. Washington	10/1/15-9/30/16	\$ 465,050.00	Y
CW38642	POS37143	RON SMITH & ASSOCIATES, INC. Firearms Examination Contractor	Local	\$ 340,325.00	\$ 340,325.00	\$ -	Warren C. Washington	10/1/15-9/30/16	\$ 465,000.00	Y

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DFS Training FY 16 and FY17 to Date

Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	All DFS	Cognitive Bias Training Approximately \$1,000.00	Training by William Thompson, expert in forensic cognitive bias, who lectured on overarching problems with cognitive bias in forensic science labs and discussions on new practices to reduce the level of cognitive bias.
FY 2016	Brittany Graham, Deputy Director; Horng Kan, MBU Manager; Nicolas Epie, Virologist; Luke Short, Chemistry Manager; Beverly Neville, PHL Admin; Abdel Maliky, Derrick Draughn, Jessica Beyer, and Carrol Akanegbu, Quality/ Training Team; Cleveland Weeden, Sosina Merid, Rakeiya Bowden, Reginald Blackwell, and Shirley Brown, PHL Medical Technologists; Shawntia Middleton, FSL Admin; Terri Talley, LFU Technician; Regina Geter, PHL Safety; Dorothy Smith, PHL Admin; Susan Welte, FBU Technical Lead; Renee Gordon, FTU Employee; Rickey Robinson, PHL Employee; Yoelia Perez, FBU Examiner Trainee; Beth Bustamante, FEU Examiner Trainee	ISO/15189:2012CLIA and Clinical Laboratory Accreditation – American Association for Laboratory Accreditation Approximately \$7,225	Used to train PHL Staff and internal auditors how to identify documents and records required by ISO 15189 and CLIA; design a risk management system; how to implement IQCP; and compliance to PHL certification standards
FY 2016	Terri Talley, LFU Technician; Rosa Harid, LFU Examiner; Andrea Borchardt, FBU Manager; Susan Welte, FBU Technical Lead; Elizabeth Bustamante and Ashley Rachael, FEU Examiner Trainees, Myeshia Roberts, Guadalupe Ayala, and Carena Bleach, CSS Examiners; Kristin Murrock, Legal; Jessica Beyer, Derrick Draughn, Aida Gueye, Jonathan Fried, Elyse Bekiempis, and Carrol Akanegbu, Training and Quality Team; Kelly Sobilo, CSS Supervisor; Rachel Mando, Safety; Jacquie Reedy, FTU Employee	ISO 17025:2005 and Laboratory Accreditation Approximately \$6,604.73	Used to train DFS employees to become internal auditors. Course taught ISO/IEC 17025 requirements (which the FSL is accredited under); described auditing principles; how to compose and audit plan; and apply knowledge of requirements to auditing practices.
FY 2016	Erin Luber and Jeffrey Buszka, CSS Examiners; Terri Talley, LFU Technician; Jakeline Ruiz-Reyes, FEU Technician Trainee	Hazardous Waste Operations and Emergency Response – Technician Level Course \$0	Course was hosted by OCME and taught by DOE, DFS Personnel, who may be asked to perform their job in a hazardous environment, were taught familiarity with necessary equipment, and remediation/decontamination practices.
FY 2016	Karen Wiggins, FSL Director; Jessica Beckman, LFU Manager; Barbara Evans, LFU Supervisor; Andrea Borchardt, FBU Manager; Laura MacBean, FBU Supervisor; Susan Welte, FBU Technical Lead; Jonathan Pope, FEU Manager; Brittany Graham, Deputy Director; Abdel Maliky, Jessica Beyer, and Carrol Akanegbu, Quality Team; Morris Blaylock, MBU Manager; Horng Kan, Manager; Luke Short, Chemistry Manager; Anicet Dahourou, Virology Manager; Troy Kelly, CSS Director	International Root Cause Analysis Approximately \$4,000	Participants acquired skills, approaches and tools for evaluating and improving the effectiveness and efficiency of a management system through effective root cause analysis and implementation of corrective actions.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Christine Mastrovito, DFS Liaison; Laketa Bailey, FEU Technician; Ashley Rachael, FEU Examiner Trainee; Daniel Curtis, FBU Examiner; Samantha Leach, CSS Examiner; Jacquie Reedy, LIMS Administrator; Matthew McCarroll, Operations; Akil Muhangi, DEU Examiner	Justice Trax Crystal Report Training Approximately \$7,500	The DFS uses Justice Trax as the Laboratory Information Management System, which tracks evidence throughout the building. Crystal Reporting was taught to select employees so they could learn to design reporting templates within the software system. Reports generated directly from the LIMS system reduce redundancy and increases efficiency in casework.
FY 2016	CSS: Erin Luber, Jeff Buszka, Stephanie Williams, Laurel Hassberger, Diana Jordan, Troy Kelly, Erin Price, DeAnna Wallace, Samantha Bischof, Jillian Buczek, Danielle Yandura, Rabecca Elensky, Elyssa Hartsock, Joe Starnier, Sebastian Halter; FSL: Rosa Harrid, Christina Peters, Cynthia Wilkerson, Yoelia Perez, Daniel Curtis, Andrew Feiter, Susan Welti, Laura MacBean, Jennifer Himrod, Rachel Korykora, Kamedra McNeil, Stephen Milligan, Shana Mills, Sarah Boland, Julia Drennen, Ashley Rachael; PHL: Dorothy Smith; Legal: Kristin Murrock; Ops: Rachael Mando	Mass Fatality Full-Scale Exercise Training \$0	OCME Sponsored Training. DFS acts as a force multiplier to assist OCME in cases of Mass Disaster. This training
FY 2016	Jenifer Smith, Director	American Society of Crime Laboratory Directors Symposium Approximately \$513.00	ASCLD invited the director to address lab directors from local, state, and federal labs. The theme was "Inspired Leadership: Developing a Culture of Excellence." She addressed steps she took at DFS following suspension of DNA testing and removal of top management.
FY 2016	Karen Wiggins, FSL Director	NOBLE Conference Approximately \$680.00	Training on community-building between public safety organizations and citizens, lessons learned and handling of mass causality criminal events and accreditation.
FY 2016	Christine Mastrovito, DFS Liaison	Managing Customer Expectations and Education Webinar Approximately \$0	Webinar hosted by Forensic Technology Center of Excellence. Training to assist with liaison efforts with stakeholders.
FY 2016	Christine Mastrovito, DFS Liaison	Case Acceptance Policies and Guidelines Webinar Approximately \$0	Webinar hosted by Forensic Technology Center of Excellence. Training to assist with liaison efforts with stakeholders.
FY 2016	Christine Mastrovito, DFS Liaison	West Virginia University Forensic Management Academy Approximately \$3,502.00	The WVU FMA explored contemporary business topics as they related to specifically working in a lab through customized case studies, interactive projects and lecture.
FY 2016	Christine Mastrovito, DFS Liaison	Efficiency Improvements Webinar \$0	Webinar hosted by Forensic Technology Center of Excellence. Training to assist with liaison efforts with stakeholders.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Kristin Murrock, Legal	<u>FOIAXpress Basic Training</u> Approximately \$760.00	DFS is required to respond to FOIA requests submitted by the public. DC uses FOIAXpress as the platform for accepting FOIA requests. This training allowed the new FOIA officer to learn how to use the new system.
FY 2016	Jessica Beyer, FSL Quality Assurance Specialist	<u>American Society of Crime Laboratory Directors, Laboratory Accreditation Board International Auditor Training</u> Approximately \$695.00	Learned techniques used to conduct internal assessments of laboratories using international accreditation guidelines and employed those techniques to the internal assessments of DFS. The FSL is accredited under ISO 17025.
FY 2016	Elyse Bekiempis, CSS Quality Specialist	<u>ANAB ISO 17020 and Audit Preparation for Forensic Police Agencies</u> Approximately \$650.00	Learned techniques used to conduct internal assessments of laboratories using international accreditation guidelines and employed those techniques to the internal assessments of DFS. The CSS will eventually be accredited under ISO 17020.
FY 2016	Andrea Borchardt, FBU Manager; Susan Welti, FBU Technical Lead; Laura MacBean, FBU Supervisor	<u>STRmix Training</u> Approximately \$13,348.60	Training was necessary to understand the mixture interpretation software used by FBU (STRmix).
FY 2016	Julie Farragut, Andrew Feiter, Jennifer Himrod, Daniel Curtis, Jessica Skillman, Nikia Johnson, Samantha Ciacco, Candice Larry, Shana Mills, Kristy Hopkinson, FBU Examiners; Laura Mac Bean, FBU Supervisor; Kamedra McNeil and Yoelia Perez, FBU Examiner Trainees	<u>STACS-CW Training</u> Free with purchase of software	STACS is the system used by the FBU for sample/evidence tracking. This training was imperative to teach FBU examiners how to use the software to the best advantage of the laboratory.
FY 2016	Andrea Borchardt, FBU Manager; Laura MacBean, FBU Supervisor; Andrew Feiter, Nikia Johnson, Jessica Skillman, Kamedra McNeil, Kristy Hopkinson, Jennifer Himrod, Julie Farragut, Candice Larry, Shana Mills, Samantha Ciacco, and Stephen Milligan, FBU Examiners	<u>Annual Review of DNA Data Accepted at NDIS webinar</u> \$0	Training on updates to standards imposed by the FBI to ensure accuracy and reliability of DNA profiles uploaded into CODIS
FY 2016	All FBU Examiners	<u>HIC/Life Technologies Road Show</u> \$0	Vendor workshop that was a review of upcoming forensic materials and technology produced by Life Technologies.
FY 2016	Jennifer Himrod and Stephen Milligan, FBU Examiners	<u>CODIS 7.0 Series</u> \$0	Training on the most recent updates to CODIS.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Andrew Feiter, FBU Examiner	<u>Illumina Webinar</u> \$0	Human DNA profiling using PCR of polymorphic short tandem repeat (STR) loci followed by capillary electrophoresis (CE) size separation and length-based allele typing has been the standard in the forensic community for over 20 years. Over the last decade, next-generation sequencing (NGS) has matured, bringing modern advantages to forensic DNA analysis. This webinar explained those advancements.
FY 2016	Andrew Feiter, Wendy Kashiwabara, Kamedra McNeil, Stephen Milligan, Jessica Skillman, FBU Examiners; Susan Welti, FBU Technical Lead	<u>3500 Genetic Analyzer</u> \$0-purchased with instrument. Offered as part of the standard package.	Prepares staff to learn how to use the newly purchased instrument. The 3500 Genetic Analyzer is an 8-capillary sequencing instrument specifically designed to support the demanding performance needs of validated and process controlled environments
FY 2016	Yoelia Perez, Jessica Skillman, FBU Examiners; Susan Welti, FBU Technical Lead	<u>MiSeq FGx Forensics Genomics System webinar</u> \$0	The MiSeq FGx Forensic Genomics System is designed for forensic genomics applications. The complete sample-to-answer system uses dedicated library preparation kits, customized instrument control software, and analytical software. These work together to support reliable analysis of both routine and challenging forensic samples.
FY 2016	Shana Mills, FBU Examiner	<u>STRmix Users Group</u> Approximately \$960.60	Attended to provide the agency with a comprehensive understanding of the software and its application to actual casework samples. Also fostered relationships with other labs using STRmix in an effort to troubleshoot and implement efficiency practices within DFS.
FY 2016	Stephen Milligan and Wendy Kashiwabara, FBU Examiners	<u>STRmix Training</u> Approximately \$9,925.34	Training to understand the mixture interpretation software used by FBU in analysis (STRmix)
FY 2016	Jennifer Himrod, Kristy Hopkinson, FBU Examiners; Kristin Murrock, Legal	<u>CODIS State Meeting</u> Approximately \$1,096.09. Hopkinson cost (\$0) covered by FBI	Hosted by the FBI. CODIS State Administrators are required to attend. Himrod is Alternate CODIS State Administrator for DC.
FY 2016	Andrea Borchart, FBU Manager; Laura MacBean, FBU Supervisor; Samantha Ciacco, Daniel Curtis, Andrew Feiter, Julie Farragut, Jennifer Himrod, Kristy Hopkinson, Nikia Johnson, Candice Larry, Kamedra McNeil, Shana Mills, Yoelia Perez, and Jessica Skillman, FBU Examiners	<u>Difficult Profiles</u> \$0	This training was delivered internally by a qualified scientist from the Forensic Biology Unit. This training is required for a foundation of Forensic DNA interpretation.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Julie Farragut and Jessica Skillman, FBU Examiners	<u>International Symposium for Human Identification</u> Approximately \$2,539.86 Additionally, workshop and registration fees were waived as they were presenters.	Forum in which scientists learned latest scientific advances, new technologies and trends. Less than 10 laboratories in the US have implemented STRmix. DFS is one of those labs. Two members were invited to present at this meeting regarding the validation and implementation of the software at DFS.
FY 2016	Jennifer Himrod, FBU Examiner	<u>Signature Science Site Visit</u> Approximately \$1,229.28	Accreditation requirement to perform a site visit of Signature Science as Signature Science is a subcontractor of casework.
FY 2016	Ashley Rachael, FEU Examiner Trainee; Natalie Giles, Julia Drennen, and Jakeline Ruiz-Reyes, FEU Technician Trainees	<u>Serial Number Restoration Course</u> \$0	Requirement of FEU Training Program. This training teaches participants the chemical processes used to restore obliterated serial numbers of weapons.
FY 2016	Cody Elder, FEU Examiner Trainee	<u>FN America FNS and P90, Armorer's Course</u> \$0	Armorer training to understand new functionalities of firearms by manufacturer
FY 2016	Steven Chase and Daniel Barrett, FEU Examiners	<u>Association of Firearms and Toolmark Examiners Annual Training Seminar</u> Approximately \$3,434.40	The purpose of the national training seminar is to keep abreast of industry research, standards and methods as well as to provide educational material and workshops directly related to the casework performed by the DFS. Additionally, attendees receive continuing education credits toward keeping certifications current.
FY 2016	Ashley Rachael, Sarah Bolland, Beth Bustamante, Cody Elder, FEU Examiner Trainees; Jonathan Pope, FEU Manager	<u>ATF East Coast Conference</u> \$0	Examiner Trainees presented firearms research to firearms and toolmark examiners in the eastern region.
FY 2016	Sarah Bolland, Cody Elder, Elizabeth Bustamante, Ashley Rachael, FEU Examiner Trainees; Jakeline Ruiz-Reyes and Natalie Giles, FEU Technician Trainees	<u>Firearms Manufacturing Tour</u> Approximately \$4,443.00 funded by FY15 Coverdell Grant.	Toured common firearm manufacturers along the Northeast to include Remington, Ruger, Sig Arms, and Savage Arms. Touring firearm manufacturing companies is a requisite to completing the training curriculum so examiner trainees will understand how to articulate how bullets, cartridge cases, and cartridges are constructed. The visual observation of production, assembly and factory procedures on firearms.
FY 2016	Sarah Bolland, Cody Elder, Elizabeth Bustamante, Ashley Rachael, FEU Examiner Trainees; Julia Drennen, FEU Technician Trainee	<u>Firearms Ammunition Tour</u> Approximately \$6,051.30 funded by FY 15 Coverdell Grant	Trainees conducted a tour of common ammunition manufacturers in the Midwest. Touring manufacturing companies is a requisite to completing the FEU training program.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Ashley Rachael, Beth Bustamante, Cody Elder, and Sarah Bolland, FEU Examiner Trainees; Natalie Giles, Julia Drennen, Jackie Ruiz-Reyes, FEU Technician Trainees; Daniel Barrett, Steven Chase, FEU Examiners; Jonathan Pope, FEU Manager; Jermonie McClinton, FEU Technician	<u>Subclass Characteristics Lecture</u> \$0	Subclass characteristics in firearms examinations allows for individualization of a group. More specific than class characteristics but less than individual characteristics. This training was completed to determine when you have a subclass characteristic versus an individual characteristic leading to identification.
FY 2016	Natalie Giles, FEU Technician Trainee; Sarah Bolland, FEU Examiner Trainee	<u>Glock Armorer's Course</u> \$0	Armorer training to understand new functionalities of firearms that are often seen in casework, such as Glock
FY 2016	Sarah Bolland, Cody Elder, Elizabeth Bustamante, and Ashley Rachael, FEU Examiner Trainees; Jakeline Ruiz-Reyes and Natalie Giles, FEU Technician Trainees	<u>Benelli M Series Shotgun Armorer Course</u> \$0	Armorer training to understand new functionalities of firearms by manufacturer, such as Benelli
FY 2016	Cody Elder, Sarah Bolland and Ashley Rachael, FEU Examiner Trainees; Steven Chase, Kevin Webster, and Daniel Barrett, FEU Examiners; Jessica Flemmings, Angela Burke, FEU Technicians; Natalie Giles, Julia Drennen Jakeline Ruiz-Reyes, FEU Technician Trainees; Jonathan Pope, FEU Manager	<u>Evidence Packaging</u> \$0	Refresher training on evidence packaging for firearms evidence to include proper supplies, proper seal, and how to minimize change to evidence
FY 2016	Elizabeth Bustamante, Ashley Rachael, FEU Examiner Trainees; Julia Drennen, FEU Technician Trainee	<u>ASCLD/LAB Measurement Confidence Course</u> \$0	Series of live web-based courses on foundational concepts of Measurement Traceability, Measurement Assurance and Measurement Uncertainty for laboratories accredited under ISO 17025.
FY 2016	Diane Glover, Cynthia Wilkerson, and Roslyn Sensabaugh, LFU Examiners	<u>Chesapeake Bay Division International Association of Identification Conference</u> Approximately \$1,530.00	Annual conference on advancements in latent fingerprint examination and workshops dedicated to latent print examination. Examiners brought techniques back to DFS.
FY 2016	LFU Staff	<u>Internal Testimony Training</u> \$0	Refresher training on courtroom procedure and techniques.
FY 2016	Diane Glover, Gloria Graves, Lisa Lewis, Christina Peters, Rosa Harrid, Roslyn Sensabaugh, Barbara Evans, Terri Talley, Clinton Hall, and Cynthia Wilkerson, LFU Examiners	<u>Understanding Exclusions and Sufficiency Decisions</u> Approximately \$8,000	This course dealt with the critical concepts of exclusion and sufficiency and gave analysts a better understanding of why these concepts are so complex. It explored sufficiency for "value" determinations as well sufficiency for conclusions.
FY 2016	Diane Glover, Gloria Graves, Lisa Lewis, Christina Peters, Rosa Harrid, Roslyn Sensabaugh, Barbara Evans, Terri Talley, Clinton Hall, and Cynthia Wilkerson, LFU Examiners	<u>Moot Court Training</u> \$0	Refresher training on courtroom procedure and techniques.

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Fiscal Year	Individual	Training Title and Total Expense	Justification
FY 2016	Cynthia Wilkerson, Diane Glover, LFU Examiners	Scientific Analysis: From the Lab to the Witness Stand Approximately \$1,200	This course helps employees offer scientific opinion testimony by exploring and explain basic scientific principles as they pertain to pattern evidence comparisons, conclusions and testimony.
FY 2016	Susan Welti, FBU Technical Lead	National Technical Leaders Conference \$0	At this conference, DNA Technical Leaders from public laboratories are afforded an opportunity to discuss common issues in the field. This allows open discussion to tackle common technical problems facing all labs.
FY 2016	Roslyn Sensabaugh, Diane Glover, and Cynthia Wilkerson, LFU Examiners	Fingerprint Distortion: Effects of Movement Workshop Free with CBD-IAI Conference Attendance	This workshop introduced the basic effects of deposition pressure and lateral pressure distortion in latent fingerprints through lecture, hands-on activities, and real life examples and helped develop the examiner's ability to better communicate distortion seen in latent fingerprints.
FY 2016	Cynthia Wilkerson, Diana Glover, Roslyn Sensabaugh,	CBD-IAI Conference Approximately \$1,500	The CBD-IAI provides participants with presentations and discussion sessions covering current issues in the field of latent fingerprint analysis that gives analysts the information to assist with changing SOPs and communicating issues in court.
FY 2016	Rosa Harrid and Christina Peters, LFU Examiners	International Association of Identification Conference Approximately \$4,292.40	Conference covered innovative advancements and current issues pertaining to friction ridge analysis.
FY 2016	Christina Peters and Cynthia Wilkerson, LFU Examiners	Morphotrak Users Educational Conference Approximately \$4,116.07 funded by UASI grant awarded through National Capital Region	Presentations, roundtable discussions, and hands-on training focused on identification of latent prints and the use of AFIS technology.
FY 2016	Rosa Harrid, Roslyn Sensabaugh, Cynthia Wilkerson, Diane Glover, Christina Peters, LFU Examiners; Terri Talley, LFU Technician	Logical Latent Analysis Approximately \$1,495.00	Two day course that covered innovative techniques designed to increase efficiency. Lecture and practical exercises to ensure examiners understood how efficiency can assist in their casework.
FY 2016	Brianna Hahn and Akil Muhangi, DEU Examiners	XRY Advanced Acquisition Training Approximately \$13,370 for two "passports". Passports cover multiple classes listed on this spreadsheet	Training necessary to understand and implement examination techniques for digital evidence examinations.