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Image 8: C) Gunshot wound trajectory through a 2nd cervical vertebra. Note the external beveling along the wound margins.

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The Value of Anthropology in Medicolegal Death Investigation of Pediatric Nonaccidental Injury

Jennifer C. Love

ABSTRACT

Forensic anthropologists have made remarkable contributions to the medicolegal investigation of nonaccidental injury in pediatric cases. They have created standard nomenclature for fracture descriptions. Anthropologists have developed novel techniques that increase the sensitivity of the pediatric autopsy. They have performed biomechanical research that enables reconstruction of events surrounding death. Also, anthropology practitioners have developed several reference guides on the subject of nonaccidental injury that are of value to forensic pathologists. These advancements assist forensic pathologists in the accurate classification of cause and manner of death in pediatric cases. *Acad Forensic Pathol.* 2016 6(3): 478-485

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INTRODUCTION

Forensic anthropologists have made remarkable contributions to the medicolegal investigation of nonaccidental injury in pediatric cases. Anthropologists have developed autopsy techniques that increase the opportunity to recognize skeletal injury and provide less invasive access to dorsal root ganglia as well as standard nomenclature to enable interoffice data collection. Also, they have conducted biomechanical fracture pattern research that enables accurate interpretation of skeletal injury and provides insight into the incidences surrounding the injuries. These advancements have assisted pathologists in thorough documentation of injury in pediatric homicides and created avenues for multisite collaborative research.

DISCUSSION

Autopsy Techniques

Anthropologists have developed alternative autopsy techniques that are often employed in cases of pediatric nonaccidental trauma. These methods provide greater access to skeletal injury and less destructive access to the dorsal root ganglia. Utilization of these methods has shown to increase the sensitivity of the autopsy.

The Pediatric Skeletal Examination (PSE) is a technique developed by the staff anthropologists of Harris County Institute of Forensic Sciences (HCIFS) to expose a greater portion of the skeleton *in situ* (1). To employ the technique, skeletal muscle and the periosteum are reflected from the long bones, clavicles, and scapulae. The pleurae, musculature, and periosteum are reflected from the internal surface of the ribs. Reflecting the musculature and periosteum enables the recognition of subperiosteal new bone formation (SPNBF) and occult fractures such as metaphyseal fractures (2). The technique does not require additional cuts to the body when a posterior flap of the skin is performed.

Reflecting soft tissue to expose the bone is not novel to the PSE; often pathologists expose and recover a fractured bone during autopsy. The novel component

of the PSE is the exposing and close inspection of long bones, clavicles, ribs, and scapulae when there is no indication prior or during the autopsy that a bone is fractured. A PSE is conducted as a blind search for skeletal trauma. The PSE is a time intensive technique. If the decision is made to remove and process injured bones for gross or histological analysis, the technique can become highly invasive and destructive. With this in mind, Love and colleagues evaluated the value of the PSE (3). The researchers compared the number of skeletal injuries documented during autopsies employing the PSE (experimental group) to the number of skeletal injuries documented during autopsies that did not employ the PSE (control group). Eighty pediatric autopsy cases were included in the study—40 cases per group. The cause and manner of death for all decedents were blunt force trauma and homicide, respectively. The researchers found that skeletal injuries were identified in 34 (72%) of the experimental group and 30 (64%) of the control group. Of note, the total number of fractures identified in the experimental group was 512 compared to 198 fractures in the control group. The statistically significant difference in the number of skeletal injuries identified in the experimental group demonstrates the increased sensitivity of an autopsy when the PSE is utilized.

Furthermore, anthropologists working with neuropathologists have developed a method for removing the spinal cord with the ganglia attached without removing the surrounding bony tissue (4). This novel method builds on a method developed by Downs and Alexandra (5) and used by Matshes et al. (6). The original method requires the cervical vertebral column to be removed, decalcified and thin-sectioned. The method is destructive, removing the supportive structures of the neck, and time consuming, requiring an extended period of time for decalcification. The novel method involves removing the posterior and lateral columns of the cervical vertebrae, exposing the spinal cord and ganglia *in situ*. Then, these structures are removed, leaving the anterior column of the vertebrae intact. The neurologic tissue is fixed in 10% formalin; then, is sectioned and stained following standard methods. The technique maintains the structure of the neck, does not require long fixation/decalcification periods,

and allows examination of the spinal cord with attached ganglia at all spinal levels, not just the cervical region. Also, the tissue is better preserved for special studies, such as immunohistochemistry, because decalcification is unnecessary (4).

There are disadvantages to the posterior laminectomy approach; most notably, the surrounding soft tissues are not recovered. Further, manipulating the structures as they are removed may cause artifacts. However, the advantage of recovering the ganglia of the complete spinal cord with minimal destruction to the body cannot be overstated. Using the posterior laminectomy approach, Beynon et al. conducted a prospective study and removed spinal cords with the ganglia attached from all infants autopsied over a nine-month period (7). During the study period, 59 infants were autopsied, 48 (83%) infants died from nontraumatic causes and ten (17%) infants died from traumatic causes. One infant was excluded from the study because the cause of retinal and nerve root hemorrhage could not be directly attributed to trauma. Hemorrhage in the nerve roots and dorsal root ganglia were scored on a scale of 0-2 (0 = no hemorrhage, 1 = scant hemorrhage, 2 = prominent hemorrhage). Nerve root and dorsal root ganglion hemorrhage was identified in 100% (10/10) of the traumatic death and 42% (20/48) of the nontraumatic deaths. Of the nontrauma cases, only 15% (3/20) showed prominent hemorrhage; the hemorrhage of the remaining 85% (17/20) was scored as scant.

In order to determine the predictive value of nerve root and dorsal root ganglion hemorrhage in a statistically appropriate manner, a large number of spinal cords from traumatic and nontraumatic deaths must be examined. Further, the study population must include traumatic and nontraumatic death and must be free of selective bias. Beynon et al. included all decedents that met an age criterion, regardless of circumstances surrounding death, protecting against selective bias (7). The posterior laminectomy approach enabled the prospective study to occur, as the method reduced the destruction of the body and examination of the spinal cord was incorporated into the autopsy protocol.

Skeletal Trauma Recognition and Evaluation

Thorough documentation of injury is paramount in pediatric cases suspicious of nonaccidental trauma and anthropologists employing the PSE are in a strong position to recognize skeletal injury. Equally as important as identifying skeletal injury is interpreting the cause of the trauma in terms of biomechanical forces. The most common history given by a caregiver for an injury is a low-level fall (8). Through fracture pattern analysis, an anthropologist can provide a defensible opinion as to the consistency between the injury and the injury history.

Metaphyseal, skull, and rib fractures have received considerable biomechanical research. Metaphyseal fractures are commonly found during a PSE and are most likely the easiest fracture missed when a PSE is not performed. Difficulties in recognizing metaphyseal fractures stem from the limited osseous disruption. The fracture occurs through the primary spongiosa of the metaphysis and a thin disk of cortical bone attached to the cartilage is lifted off the bone (2). Radiologically, the fracture presents as a thin radiopaque disk hovering over the end of a long bone. Typically, collimated radiographs of limb joints at various angles are needed to recognize the fracture (2). Furthermore, the pliable periosteum is loosely attached to the bone at the physeal region, allowing the bone to fail but the periosteum to remain intact. Kleinman theorizes that a metaphyseal fracture results from the application of shear forces to the extremity such as when a limb is whipped back and forth and recognizes it as a fracture highly suspicious for nonaccidental injury (2, 9). Recently, this theory was supported by the experimental studies of Thompson et al., who created metaphyseal fractures in porcine models through the application of varus and valgus forces to the knee (10).

Anthropologists at the Michigan State University working with biomechanical engineers and funded by the National Institute of Justice have investigated skull fracture patterns resulting from blunt force impacts. In a series of papers, the researchers have described fracture patterns resulting from impacts with rigid and compliant surfaces, at low- and high-level

impact forces as well as fracture characteristics of entrapped and free falling impacts (11-13). The researchers used infant porcine skulls in controlled impact environments with measured force and duration. Fracture locations and lengths were recorded. In general, the researchers found that the energy required to initiate a skull fracture increased with age of the individual (11). They found that a high-energy impact with a rigid interface produced more fractures than an impact of equal energy with a compliant interface. The researchers found that high energy impacts to the parietal bone resulted in fractures of the parietal and occipital bones (12). Also, they found that an impact to a head supported by a plate (entrapped) resulted in a more extensive fracture pattern than a free fall impact. Free fall impacts to the parietal resulted in fractures of the parietal bone that often crossed into the frontal bone. Entrapped head conditions of equal impact force resulted in multiple fractures of the parietal, occipital and frontal bones (13). Perhaps most importantly, the researchers found that a single focal impact often created fractures that did not initiate at the fracture site and created multiple fractures that did not communicate and at times were on separate bones. These findings caution against interpreting each individual cranial fracture as a separate impact site.

One limitation recognized by researchers studying pediatric cranial fractures is inconsistency of language across studies that precludes cross study analyses. In response, Wiersema et al. developed a standardized method to describe pediatric skull fractures using a three-pronged system of increased complexity (14). The first prong, Fracture Category, identified three categories applicable to all fractures: simple, complex, or comminuted. The second prong, Fracture Pattern, allowed for more detailed but common terms to be added to the fracture description, such as curvilinear or diastatic. The third prong, Fracture Descriptors, allowed for idiosyncratic details to be included in the fracture description. In their study, the authors had four individuals describe 44 pediatric cranial fractures. Among the participants, there was 100% agreement in the Fracture Category assigned to each fracture, and 79% agreement of the Fracture Pattern. The value of the fracture description schema is that

it provides a common foundation for all fracture descriptions, but does not constrict a practitioner from describing a fracture in his or her own terms.

Kleinman and Schlesinger's study of mechanical factors associated with posterior rib fractures may be the best known research in the area (15). Using cadavers, animal models, and case studies, the authors identified the cause of posterior rib fractures as excess levering of the posterior rib at the costotransverse articulation process (15). Building on this understanding, anthropologists have examined rib fracture locations and types. Love and colleagues developed a novel classification system designed to systematically describe the fracture locations and types recognized in infants (16). The authors identified four fracture locations: posterior, posterolateral, anterolateral, and anterior. Also, they identified four fracture types: sternal end, buckle, transverse, and oblique. The team recognized that the fractures occurring within the rib head were variable in location and extent and performed a follow-up study focused on this area (17). They developed a classification system that broke the rib head into two subregions and recognized three landmarks. For both studies, the authors did not correlate the fractures to biomechanical forces, but set the stage for consistent reporting and future biomechanical research.

To date, anthropologists are unable to establish the predictive value of specific cranial fracture patterns or rib fracture locations, types, and/or distribution patterns for nonaccidental injury because too few nonaccidental injury cases are included in the studies. For example, Love et al. studied 85 infant decedents and identified 158 rib fractures (16). However, only six (7%) of the infant deaths were classified as nonaccidental injury. Although fractures occurring in the posterolateral region appear highly correlated with nonaccidental injury, too few nonaccidental injury cases were included in the study to state these findings in a statistically responsible manner. The goal of the standardized nomenclature is to allow for interagency collaboration increasing the number of nonaccidental injury cases included in the analysis enabling statistically sound results. The ultimate goal of the research is to delineate between fracture patterns resulting

from nonaccidental injury and fracture patterns resulting from accidental injury and therapeutic intervention and to define the potential error rate associated with the classification.

Forensic anthropologists primarily examine bones grossly as opposed to histologically. Gross bone analysis provides details of a fracture that is lost during histological analysis. For example, the fracture type (butterfly, transverse, and spiral) can indicate the direction of force and the impact velocity, important information for reconstructing events surrounding the injury (18, 19). Further, incomplete metaphyseal fractures are less likely to be missed when the complete surface is examined (**Image 1**). From gross inspection, anthropologists can assess the healing stage of the fracture and correlate it to radiologically identified healing rates. **Image 2** shows a rib fracture in the

soft callus stage of healing as described by O'Connor and Cohen (20). During this stage of healing, the fracture is bridged with disorganized woven bone, yet the fracture line is often visible. Radiologically, the soft callus formation stage of healing has been observed in children as early as 10-14 days post-injury with a peak period of 14-21 days post-injury (20). Full analysis of the healing stage, callus maturity and presence of fracture line, may be difficult to assess from a histology thin section. Concurrently, histological examination of a fracture may provide information lost on gross examination such as very early cellular changes associated with healing and atypical cellular response suggestive of a pathologic condition. Grossly, healing is not recognized until the formation of SPNBF. Therefore, examining fractures both histologically and grossly may provide the greatest amount of information.

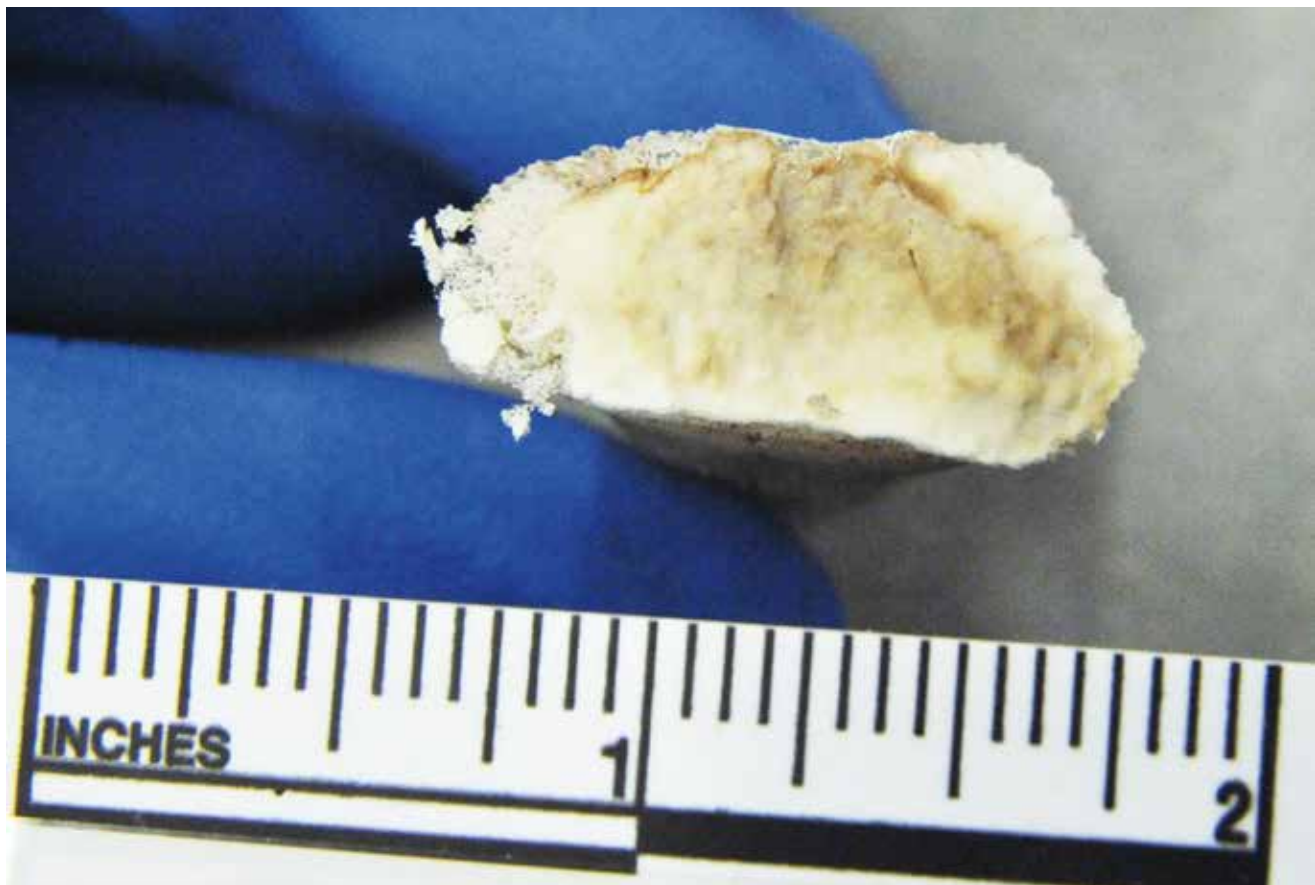


Image 1: Incomplete metaphyseal fracture of the distal femur. Note that only a focal area of trabeculae is visible.

Fracture Pattern Interpretation

Forensic anthropologists' understanding of bone biomechanics enables them to assess the fracture pattern and distribution in nonaccidental injury cases. For example, Love presents a case of a three-month-old nonaccidental injury victim (21). Paramedics were called to the home after the mother found the child "*gasping for breath*." Paramedics initiated cardiopulmonary resuscitation and transferred the infant to the emergency department. The infant was pronounced dead 20 minutes after arriving at the hospital. During the autopsy, the child was found to be healthy and of normal size and weight. Subtle contusions and subcutaneous hemorrhages were noted on the head, neck, shoulders, and knees. All organs appeared normal and without injury.

The pathologist requested a PSE due to the bruising patterns and what appeared to be healing rib fractures. No hemorrhage was present at any of the rib fractures.

During the PSE, 24 rib fractures were found and were located on the costochondral junctions as well as the anterior, lateral, and posterior regions of the ribs. The fractures were bilateral and serial. They were in two healing stages: open fractures with initial SPNBF and hard calluses with organizing lamellar bone. Metaphyseal fractures were found on the distal metaphysis of the right humerus, ulna, radius, left femur, tibia, fibula, and radius. Also, metaphyseal fractures were found on the proximal right humerus and left femur, tibia, and fibula. At each metaphyseal fracture the exposed trabeculae were thickened and the shafts were encased in



Image 2: Rib fracture in soft callus formation stage of healing. Note that the callus does not fully encircle the bone and the fracture line is visible.

SPNBF. No acute skeletal injuries were identified on the infant. The anthropologist interpreted the fracture pattern of the ribs to be consistent with anterior/posterior constriction of the chest and posterior levering of the ribs over the transverse processes of the vertebrae. She concluded that the long bone fractures were consistent with tractive forces applied to the limbs such as forces occurring with flailing of the limbs. Further, the anthropologist stated that the healing observed on the ribs was consistent with a minimum of two traumatic episodes.

Ultimately, the pathologist classified the cause and manner of death as undetermined. No acute injury, pathological condition, or toxicological finding that may have caused the death was identified. The pathologist stated within the autopsy report that healing skeletal injuries of various ages were identified and that an asphyxial mechanism of death could not be excluded based on the autopsy findings.

Tools and Databases

In addition to biomechanical research and consistent nomenclature, anthropologists have provided several tools to pathologists investigating pediatric deaths. Love et al. created a well-illustrated atlas of skeletal injury recognized in child abuse cases (21). The text showcases pediatric skeletal injury *in situ* exposed during the autopsy as well as after processing. Also, the textbook illustrates gross signs of early, middle, and late stages of fracture healing. The authors present an overview of the literature of injury mechanics and describe the limitation of particular injury interpretation. The book includes a chapter dedicated to several conditions that are invoked as mimics of child abuse in courtroom settings as well as therapeutic skeletal injuries.

Ross and Abel's edited volume, *The Juvenile Skeleton in Forensic Abuse Investigations*, presents advancements in anthropologic analysis of pediatric skeletal remains by leading experts in the field (22). The textbook covers key topics such as skeletal anatomy and growth and development. Chapters are dedicated to birth trauma, nonaccidental skeletal trauma, and bio-

mechanical principles of fracture pattern interpretations. Finally, a portion of the book is dedicated to technological advancements applicable to child abuse investigation such as the use of dual-energy X-ray absorptiometry (DEXA) to measure bone density in a decomposed child.

The anthropologists at HCIFS have amassed a large database of injuries identified during autopsies of infant decedents (23). The Infant Injury Database includes injuries, therapeutic and nontherapeutic, recognized during autopsy, review of medical history, and review family history, as well as circumstances surrounding the death. During periods of data collection, all infant deaths investigated by HCIFS were included in the study. The only selection criterion was age at death. The 100% inclusion methodology protects against selection bias, a common problem in child abuse studies. Furthermore, the database was designed from a descriptive approach; all injuries regardless of source (i.e., therapeutic, accidental, or nonaccidental) were entered in the database without interpretation. Injuries include skeletal fractures, contusions, abrasions, lacerations, intracranial hemorrhages, and petechiae. The descriptive approach and inclusion criterion were paramount to developing a powerful tool applicable to statistical analysis and valuable to building evidence-based research. Currently, the database is not available publicly, but the research group is working to make it available.

CONCLUSION

In summary, anthropologists' role in medicolegal death investigation of pediatric nonaccidental injury has increased in recent years. Anthropologists have become instrumental in some medical examiner offices, working alongside the pathologists during the autopsy employing novel techniques. Also, anthropologists have conducted research in fracture biomechanics increasing our understanding of injury mechanisms. Finally, anthropologists have provided standard nomenclature and description schema allowing for more consistent and accurate fracture descriptions and multisite collaboration.

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**COMPENSATION COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

EFFECTIVE APRIL 1, 2013 – SEPTEMBER 30, 2017

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PREAMBLE

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

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

ARTICLE 1 WAGES

SECTION A: FISCAL YEAR 2013:

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

SECTION B: FISCAL YEAR 2014:

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

SECTION C: FISCAL YEAR 2015:

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

SECTION D: FISCAL YEAR 2016:

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

SECTION E: FISCAL YEAR 2017:

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

**ARTICLE 2
METRO PASS**

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

**ARTICLE 3
PRE-PAID LEGAL PLAN**

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

ARTICLE 4 DISTRICT OF COLUMBIA NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

ARTICLE 5 BENEFITS COMMITTEE

SECTION A:

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

SECTION B: RESPONSIBILITIES:

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

SECTION C:

The Committee shall:

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

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

ARTICLE 6 BENEFITS

SECTION A: LIFE INSURANCE:

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

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

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

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

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

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

SECTION B: HEALTH INSURANCE:

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

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

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

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

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

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

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

SECTION C: OPTICAL AND DENTAL:

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

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

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE:

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

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

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

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

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

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

SECTION F: SICK LEAVE:

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

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

SECTION G: OTHER FORMS OF LEAVE:

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

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

3. **Funeral Leave:**

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

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

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

SECTION H: PRE-TAX BENEFITS:

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

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

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

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

- (1) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.
- (2) As prescribed by §1-626.09(c) of the D.C. Official Code (2001 Edition) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee's Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.
- (3) As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.
- (4) Compensation Units 1 and 2 Joint Labor Management Technical
Advisory Pension Reform Committee
 - (a) Establishment of the Joint Labor-Management Technical
Advisory Pension Reform Committee (JLMTAPRC or Committee)
 - (1) The Parties agree that employees should have the security of a predictable level of income for their retirement after a career in public service. In order to support the objective of providing retirement income for employees hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a

deferred compensation component and a defined benefit component.

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. TIAA-CREF PLAN:

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

SECTION J: HOLIDAYS:

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

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

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

ARTICLE 7 OVERTIME

SECTION A: Overtime Work:

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

SECTION B: Compressed, Alternate and Flexible Schedules:

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

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

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

**ARTICLE 8
INCENTIVE PROGRAMS**

PART I - SICK LEAVE INCENTIVE PROGRAM:

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

SECTION A:

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

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

PART II – PERFORMANCE INCENTIVE PILOT PROGRAM:

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

ARTICLE 9

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

SECTION A: CALL-BACK

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

SECTION B: CALL-IN

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

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

SECTION C: ON-CALL

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

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

SECTION D: HOLIDAY PAY

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

SECTION E: NIGHT DIFFERENTIAL

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

SECTION F: PAY FOR SUNDAY WORK

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

SECTION G: ADDITIONAL INCOME ALLOWANCE FOR CHILD AND FAMILY SERVICES

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

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

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

**ARTICLE 10
MILEAGE ALLOWANCE**

SECTION A:

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

SECTION B:

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

SECTION C:

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

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

SECTION D:

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

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

SECTION E:

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

ARTICLE 11
ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

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

SECTION B:

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

ARTICLE 12
BACK PAY

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

ARTICLE 13
DUTY STATION COVERAGE

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

ARTICLE 14

GRIEVANCES

SECTION A:

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

SECTION B:

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

ARTICLE 15

LOCAL ENVIRONMENT PAY

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

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

- High Work

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

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

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

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

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

SECTION F:

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

**ARTICLE 16
NEWLY CERTIFIED BARGAINING UNITS**

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

**ARTICLE 17
TERM AND TEMPORARY EMPLOYEES**

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

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

SECTION G:

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

ARTICLE 18

SAVINGS CLAUSE

SECTION A:

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

SECTION B:

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

ARTICLE 19

DURATION

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