



DISTRICT OF COLUMBIA  
**DFS**  
DEPARTMENT OF  
FORENSIC SCIENCES

January 12, 2018

Charles Allen, Chairperson  
Committee on the Judiciary and Public Safety  
1350 Pennsylvania Avenue, NW  
Washington, DC 20004

Dear Chairperson Allen,

Enclosed you will find responses to your questions for the Committee's preparation of the performance oversight hearing for the Department of Forensic Sciences. If you need more information, please feel free to contact me.

Sincerely,

Jenifer A.L. Smith, Ph.D.  
Director, Department of Forensic Sciences

CC: Office of the Deputy Mayor for Public Safety and Justice  
Office of Policy and Legislative Affairs

**ATTACHMENTS**



## **General Questions**

- 1. Please provide a current organizational chart for the agency, including the number of vacant, frozen, and filled positions in each division or subdivision. Include the names and titles of all senior personnel, and note the date that the information was collected on the chart.**
  - a. Please provide an explanation of the roles and responsibilities of each division and subdivision.**
  - b. Please provide a narrative explanation of any changes to the organizational chart made during the previous year.**

Please see Attachment A

In FY17, DFS received approval to permanently hire 57.75 FTEs and one-time funds from MPD to hire 22 Temporary Crime Scene Scientists. To prepare for this 44% increase in permanent personnel, and 20% increase in temporary personnel, DFS worked closely with our partners at DCHR and internally developed an aggressive strategic hiring plan.

DFS hired 46 new employees in FY17. At the end of FY17, DCHR announced upgrades for the new hiring system (PeopleSoft 9.2) the retirement of the old hiring system and instituted new procedural changes. These changes and the transition of PeopleSoft 9.2 closed hiring for 30 days and dramatically slowed the DFS hiring 4QFY17. With a small team of 2 HR personnel and a rapidly growing staff, our mandate to fill vacancies required extensive daily discussions with our DCHR partners as we all learned the new system and policies to move through the hiring process. This is no small feat for an agency that only started on October 1, 2012. Currently, we have 27 vacant positions, and anticipate that the remaining positions will be filled by end of February 2018.

- 2. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the employee's title/position, salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate whether the position must be filled to comply with federal or local law.**

Please see Attachment B



3. Please list all employees detailed to or from your agency. For each employee identified, please provide the name of the agency the employee is detailed to or from, the reason for the detail, the date of the detail, and the employee's projected date of return.

Name	Detailed From	Reason for Detail	Date of Assignment	Projected Date of Return
Officer Burke, Angela	MPD	Assigned to the Firearms Examination Unit to provide expert knowledge in Firearm Functionality, Chemical Analysis, and National Integrated Ballistic Identification Network Support (NIBIN)	9/23/2012	TBD
Officer Chase, Steven	MPD	Assigned to the Firearms Examination Unit to provide expert knowledge in Firearm Functionality, Chemical Analysis, and National Integrated Ballistic Identification Network Support (NIBIN)	2/17/2013	TBD
Lieutenant Wheeler-Moore, Alesia	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Senior Officer Rimel, Wayne	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Sergeant Frost, Norman	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Sergeant Harris, Tyrone	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Sergeant Korczynski, Jason	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Brown, Fred	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD



Name	Detailed From	Reason for Detail	Date of Assignment	Projected Date of Return
Officer Coker, Eric	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	Eligible for retirement 4/8/2018
Officer Coughlin, Thomas	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer DePrince, Michael	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Sanders, Melvin	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Singleton, Ivan	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Fields, James	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Hampton, Eric	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Johnson, Gregory	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Lancaster, Adrian	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer McCollum, Robert	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Ramadhan, Tina	MPD	Assigned to DFS Crime Scene Sciences to support joint	8/3/2016	TBD





Name	Detailed From	Reason for Detail	Date of Assignment	Projected Date of Return
		MPD/DFS Crime Scene Sciences responsibilities		
Officer Roach, Edward	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Officer Stevens, Moct'e'Ma	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Cuffy, Charles	DCHR	Assigned to DFS Forensic Science Laboratory as a District Leadership Program Intern.	10/2/2016	8/4/2017
Richmond, Aleyah	DCHR	Assigned to DFS Forensic Science Laboratory as a District Leadership Program Intern.	10/3/2016	5/5/2017
Durham, Alexis	DCHR	Assigned to DFS Forensic Science Laboratory as a District Leadership Program Intern	6/5/2017	9/8/2017
Officer Gregory, Jay	MPD	Assigned to DFS Crime Scene Sciences to support joint MPD/DFS Crime Scene Sciences responsibilities	8/3/2016	TBD
Sow, Aissatou	DCHR	Assigned to DFS Forensic Science Laboratory as a District Leadership Program Intern	12/4/2017	5/18/2018
Parker, Lorrelle	OCFO	Assigned to DFS as the Agency Fiscal Officer	7/10/2017	TBD
Wallington, Kenneth	OCP	Assigned to DFS as the OCP Contracting Officer	12/26/2016	TBD
Onochie, Natasha	OCP	Assigned to DFS as the OCP Contracting Specialist	5/1/2017	TBD
Harris, Yvonne	OCP	Assigned to DFS as the OCP Contracting Specialist	7/10/2017	TBD

**4. Please provide the Committee with:**

- a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY17 and FY18, to date;

Please see Attachment C



- b. A list of all vehicles owned, leased, or otherwise used by the agency and to whom the vehicle is assigned, as well as a description of all vehicle accidents involving the agency's vehicles in FY17 and FY18, to date;

Vehicle	Vehicle Number	Assigned
2014 Chevy Express 3500	10618	CSSU
2014 Chevy Express 3500	10619	CSSU
2014 Chevy Express 3500	10620	CSSU
2014 Dodge Cargo Van	10622	CSSU
2014 Dodge Cargo Van	10623	CSSU
2015 Dodge Promaster City	11192	CSSU
2015 Nissan Frontier	11211	CSSU
2015 Nissan Frontier	11216	CSSU
2014 Chevy Express 3500	11212	CSSU
2014 Chevy Express 3500	11279	CSSU (CEU)
2017 Ford Explorer Limited	10913	CSSU
2017 Ford Explorer Limited	10914	CSSU
2017 Ford Explorer Limited	10915	CSSU
2017 Ford Explorer Limited	10916	CSSU
2009 Cutaway Van	10918	CSSU
2009 Cutaway Van	10919	CSSU
Vehicle	Vehicle Number	Assigned
2017 Ford Explorer	12808	CSSU
2017 Ford Explorer	12810	CSSU
2013 Toyota Corolla (LEASED)	9286	DFS
2014 Toyota Prius	10564	DFS
2014 Toyota Sienna	10476	DFS

FY2017	
Vehicle	Accident Description and Vehicle Damage
11211	The DFS vehicle was parked at a crime scene when the passenger rear was struck by a civilian driver. The DFS vehicle has a small dent on bumper.
10619	A civilian vehicle pulled out from a street parking space causing both vehicles mirrors to make contact. The civilian vehicle paint was left on the DFS vehicle.
10622	A civilian vehicle ran over a traffic cone and it was thrown into air. The traffic cone landed on the DFS vehicle windshield. The DFS vehicle windshield shattered.
10618	The DFS vehicle passenger side of vehicle rubbed cement pylon in parking garage. The DFS vehicle passenger side mirror was removed.
10619	While driving on a narrow District road, a DFS vehicle struck two parked civilian vehicles. A mirror was dislocated on one vehicle and the fender



	was dislocated on the second vehicle. The DFS vehicle only sustained paint transfer.
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FY2018	
Vehicle	Accident Description and Vehicle Damage
10619	The DFS vehicle was pulling out of a parking garage, and the driver rear fender scraped cement pylon. The DFS vehicle sustained a small dent to the fender and paint transfer.
10915	While changing lanes, the DFS vehicle struck a civilian vehicle. The civilian vehicle received large dent to driver rear door. The DFS vehicle sustained minimal paint transfer.
10918	While driving, a civilian vehicle passing on the left merged into the right lane, forcing the DFS vehicle to scrape a guardrail on the passenger side. The DFS vehicle sustained small scratches and paint transfer.

**c. A list of travel expenses, arranged by employee for FY17 and FY18, to date, including the justification for travel; and**

In FY17, a majority of DFS travel expenses supported training of Public Health Laboratory personnel, as required by grants for the Public Health Emergency Preparedness Cooperative Agreement (PHEP) and the Epidemiology and Laboratory Capacity for Infectious Diseases Cooperative Agreement (ELC) awarded by the Centers for Disease Control and Prevention (CDC). The Association of Public Health Laboratories (APHL) provides opportunities for public health laboratories to send staff and leadership to various conferences to learn new best practices for services offered by public health laboratories. The locally funded travels were trainings provided for employees to help meet the mission of the agency. DFS makes every attempt to bring in outside organizations to maximize on-site trainings and limit the cost of travel.

FY2017			
Employee Name	Destination	Justification	Cost (Funding)
Ferragut, Julie	Minneapolis, TX	The Forensic Scientist attended the International Symposium on Human Identification (ISHI) that focuses on forensic genetics and to determine best practices in forensic testing. ISHI covered registration fees.	\$1,306.66 (Local)
Skillman, Jessica	Minneapolis, TX	The Forensic Scientist attended the International Symposium on Human Identification that focuses on forensic genetics and to determine best practices in forensic testing. ISHI covered registration fees.	\$1,236.20 (Local)



<b>FY2017</b>			
<b>Employee Name</b>	<b>Destination</b>	<b>Justification</b>	<b>Cost (Funding)</b>
Himrod, Jenifer	Austin, TX	The Forensic Scientist conducted a site visit at Signature Science for the DFS DNA outsourcing laboratory.	\$1,229.28 (Local)
Pope, Jonathan	Denver, CO	The Firearms Examination Unit Manager attended the CGIC multi-site conference to gain additional resources for FEU, learn NIBIN improvement strategies, and promote success and sustainability within the unit.	\$1,500.00 (Grant GGIC)
Blackwell, Reginald	Atlanta, GA	The Med Tech attended the PulseNet Miseq Workshop hosted by APHL.	\$1,882.20 (APHL Funded)
Kan, Horng-Yuan	Tampa, FL	The BT Unit Manager attended the CaliciNet Training hosted by APHL.	\$645.36 (Grant ELC)
Bowden, Rakieya	Atlanta, GA	The Med Tech attended the APHL rRNA Sequencing Training hosted by Bacterial Special Pathogens Branch, Centers for Disease Control and Prevention.	\$1,132.30 (APHL Funded)
Kan, Horng-Yuan	Providence, RI	The BT Unit Manager attended the APHL Influenza Surveillance Workshop, which provided opportunities for states to network with each other and their federal partners.	\$2,399.75 (APHL Funded)
Santos, Elizabeth	Atlanta, GA	The Med Tech attended the Next Generation Sequencing training course that focused on testing techniques in influenza surveillance.	\$1,837.40 (APHL Funded)
Blackwell, Reginald	Providence, RI	The Med Tech attended the Joint PulseNet & OutbreakNet Regional Meeting discussing issues such as regional surveillance and outbreak detection of enteric diseases.	\$1,084.91 (APHL Funded)
Bowden, Rakieya	Denver, CO	The Med Tech attended the Agents of Bioterrorism conference to address best practices in bioterrorism.	\$1,035.87 (APHL Funded)
Merid, Sosina	Baltimore, MD	The Med Tech attended Zika technique training to improve on skills.	\$126.68 (Grant PHEP)
Merid, Sosina	Richmond, CA	The Med Tech attended Rabies technique training to improve on rabies testing.	\$1,909.60 (Local)



FY2017			
Employee Name	Destination	Justification	Cost (Funding)
Merid, Sosina	Rockville, MD	The Med Tech attended Rabies training to focus on best practices in performing rabies testing.	\$58.66 (Grant ELC)
Edwards, Denise	Atlanta, GA	The Med Tech attended the National Conference on Laboratory Aspects of Tuberculosis. The Conference covers drug susceptibility testing, the use of molecular tests methods for Tb, and global implications and practice.	\$1,206.90 (APHL Funded)
Stevenson, Lindsay	Providence, RI	The Microbiology Unit Manager attended the APHL Annual Meeting to address public health laboratory issues, trends, and technologies relative to emerging infectious diseases, emergency preparedness, and other global health concerns.	\$1,885.83 (Grant ELC)
Stevenson, Lindsay	Garden Grove, CA	The Microbiology Unit Manager attended the Integrated Foodborne Outbreak Response and Management Conference that focuses on foodborne and enteric disease outbreak response.	\$1,462.12 (Grant ELC)
Edwards, Denise	Baltimore, MD	The Public Health Laboratory Med Tech attended the Antimicrobial Resistance Laboratory Network meeting that focuses on techniques and best practices in lab capacity to rapidly detect antibiotic resistance in healthcare, food, and the community.	\$783.27 (APHL Funded)
Short, Luke	Austin, TX	The Chemistry Unit Manager attended the Laboratory Response Network National Conference that focused on current information on preparedness collaborations and emerging technologies, shared model practices, and explore the future of the LRN to stay ahead of threats.	\$1,211.34 (APHL Funded)
Taylor, Glen	Richmond, VA	The Chemist attended the Laboratory Response Network National Conference that focused on current information on preparedness collaborations and emerging technologies, shared model practices, and explored the future of the LRN to stay ahead of threats.	\$800.00 (APHL Funded)



<b>FY2017</b>			
<b>Employee Name</b>	<b>Destination</b>	<b>Justification</b>	<b>Cost (Funding)</b>
Jones, Brandon	Pittsburg, PA	The Lead Public Health Laboratory Chemist attended the Mid-Atlantic Association of Forensic Scientists Annual Meeting to exchange and disseminate ideas and information within the fields of forensic sciences through improving contacts between laboratories engaging in forensic sciences.	\$1,819.49 (Local)
Jackson, Olin	Jones Creek, GA	The Chemist attended the Nexlon Operator in person training that covered the ICP-MS theory and method development, software training, and maintenance.	\$1,836.36 (Grant PHEP)
Taylor, Glen	San Jose, CA	The Chemist attended the Nexlon Operator in person training that covered the ICP-MS theory and method development, software training, and maintenance.	\$2,638.44 (Grant PHEP)
Tran, Anthony	Seattle, WA	The Public Health Laboratory Director attended the Emerging Leaders Conference, which featured a combination of training sessions and facilitated problem-solving sessions. In addition, the conference offered ways to share innovative ideas and learn best practices.	\$2,101.40 (APHL Funded)
Tran, Anthony	Atlanta, GA	The Public Health Laboratory Director attended the ELC HAI Grantee Meeting at the CDC. The meeting focused on several crucial topics including guidance on continuation of funding, addressing emerging infections, and providing numerous program specific workshops.	\$1,298.95 (Grant ELC)
Tran, Anthony	Phoenix, AZ	The Public Health Laboratory Director attended the Emerging Leaders Conference which featured a combination of training sessions and facilitated problem-solving sessions. In addition, the conference offered ways to share innovative ideas and learn best practices.	\$1,480.51 (APHL Funded)
Tran, Anthony	Atlanta, GA	The Public Health Laboratory Director attended the ELC HAI Grantee Meeting at the CDC. The meeting focused on several	\$1,139.55 (Grant ELC)



FY2017			
Employee Name	Destination	Justification	Cost (Funding)
		crucial topics including guidance on continuation of funding, addressing emerging infections, and providing numerous program specific workshops.	
Tran, Anthony	Atlanta, GA	The Public Health Laboratory Director attended the NACCHO Preparedness Summit which focused on the future of Public Health Preparedness and identified opportunities to drive action towards meeting future needs.	\$931.58 (Grant PHEP)
Tran, Anthony	Philadelphia, PA	The Public Health Laboratory Director attended the Mid-Atlantic Regional Laboratory kick off meeting on resource and policy sharing.	\$259.28 (APHL Funded)
Tran, Anthony	Savannah, GA	The Public Health Laboratory Director attended the American Society for Microbiology Clinical Virology Symposium. The symposium focused on laboratories involved with patient care providing a meaningful exchange of ideas dealing with viral infections.	\$1,500.00 (Grant ELC)
Tran, Anthony	Atlanta, GA	The Public Health Laboratory Director attended the CDC Orientation for New Health Officials. The orientation is designed to help health officials gain a comprehensive perspective of CDC priorities, operations, and leadership.	\$1,478.48 (APHL Funded)
Tran, Anthony	New Orleans, LA	The Public Health Laboratory Director attended the American Society for Microbiology showcase that focused on the best microbial sciences in the world from basic science to translation and application.	\$3,500.00 (Grant ELC)
Tran, Anthony	Providence, RI	The Public Health Laboratory Director attended the APHL Annual Meeting to address public health laboratory issues, trends, and technologies relative to emerging infectious diseases, emergency preparedness, and other global health concerns.	\$2,133.18 (APHL Funded)
Jeffries, Kierstyn	Atlanta, GA	The Med Tech attended the National Conference on Laboratory Aspects of Tuberculosis. The Conference covered	\$1,745.90 (APHL Funded)





FY2017			
Employee Name	Destination	Justification	Cost (Funding)
		drug susceptibility testing, the use of molecular tests methods for Tb, and global implications and practice.	
Tran, Anthony	Atlanta, GA	The Public Health Laboratory Director attended the Advanced Molecular Detection Meeting to promote information sharing among public health scientists and showcase their accomplishments to CDC leadership.	\$838.89 (APHL Funded)

There has been no travel so far in FY18.

- d. A list of the total workers' compensation payments paid in FY17 and FY18, to date, including the number of employees who received workers' compensation payments, in what amounts, and for what reasons.

The following information and payment was provided by the Office of Risk Management.

FY2017		
Recipient	Description	Total
Employee 1	12 month penalties per compensation order (employee back pay)	\$37,523.26
Health & Welfare DC	Health & Welfare Benefits for Employee 1	\$102.26
Employee 1	Temporary Total Disability balance owed	\$2,662.06
George Washington U Hospital	Medical Payment-Hospital for Employee 2	\$1,668.81
Medstar Southern Maryland Hospital	Medical Payment- Hospital for Employee 3	\$489.74
Washington DC FEMS	Medical Transportation for Employee 1	\$447.65
Employee 1	Medical Reimbursement per settlement	\$1,038.72
Oxon Hill Ortho and Rehab	Medical Payment- Doctor for Employee 3	\$944.27
<b>Total</b>		<b>\$44,876.77</b>

FY2018		
Recipient	Description	Total
Oxon Hill Ortho and Rehab	Medical Payment-Doctor for Employee 3	\$254.71
<b>Total</b>		<b>\$254.71</b>



**5. For FY17 and FY18, to date, what was the total cost for mobile communications and devices, including equipment and service plans?**

The following information was provided by Office of the Chief Technology Officer. The total cost for FY17 is \$89,862.27 and for FY18 Q1 is \$15,390.

To limit costs associated with mobile devices, DFS has implemented an internal policy for the distribution of mobile devices to employees. Not all employees have mobile devices assigned, except for the Crime Scene Sciences Unit. Crime scene scientists are mobile and do not have desk phones.

**6. For FY17 and FY18, to date, please list all intra-District transfers to or from the agency.**

<b>FY2017- BUYER</b>			
<b>Seller</b>	<b>Description of Services Provided</b>	<b>Funding Sent</b>	<b>Billed Amount</b>
Office of the Chief Technology Officer	Request for Telecommunication Services	\$71,137.25	\$5,767.52
Office of the Chief Technology Officer	OCTO Assessment	\$11,297.60	\$8,777.23
Office of Contracting and Procurement	Purchase Cards	\$ 245,208.47	\$245,208.47
Department of General Services	Auxiliary Parking Services	\$163,500.00	\$163,500.00
Office of Unified Communications	CSS radios for communicating with first responders	\$13,032.14	\$13,032.14
Department of Public Works	Fuel and Maintenance Services	\$27,889.44	\$17,858.68
Office of the Chief Technology Officer	Web Portal	\$8,800.00	\$8,800.00
Office of the Chief Technology Officer	Microsoft Licenses	\$2,948.00	\$2,948.00
<b>Total</b>		<b>\$543,812.90</b>	<b>\$465,892.04</b>



<b>FY2017- SELLER</b>			
<b>Buyer</b>	<b>Description of Services Provided</b>	<b>Funding Sent</b>	<b>Billed Amount</b>
Department of Health	Epidemiology and Laboratory Capacity Grant (ELC)	\$1,212,479.54	\$990,259.04
Office of Victim Services Justice Grants	Paul Coverdell Firearms- Support firearms testing, travel and training	\$369,422.00	\$358,631.41
Metropolitan Police Department	DC- Crime Gun Intelligence Center Initiative Grant	\$377,569.00	\$175,134.91
Office of Victim Services Justice Grants	BJA Edward Byrne Memorial Justice Assistance Grant	\$97,712.00	\$97,712.00
Metropolitan Police Department	Support for Crime Scene Services	\$1,488,662.69	\$1,488,662.69
Office of Victim Services Justice Grants	PCP150 - Paul Coverdell Firearms- Support firearms testing, travel and training	\$31,730.00	\$31,730.00
<b>Total</b>		<b>\$3,577,575.23</b>	<b>\$3,142,130.05</b>

<b>FY2018- BUYER</b>			
<b>Seller</b>	<b>Description of Services Provided</b>	<b>Funding Sent</b>	<b>Billed Amount</b>
Office of the Chief Technology Officer	Request for Telecommunication Services	\$7,000	\$0
Office of the Chief Technology Officer	OCTO Assessment	\$79,383.34	\$16,576.12
Office of the Chief Technology Officer	Additional OCTO Assessment	\$27,827.84	\$0
Office of Contracting and Procurement	Purchase Cards	\$35,000	\$27,631.13



<b>FY2018- BUYER</b>			
<b>Seller</b>	<b>Description of Services Provided</b>	<b>Funding Sent</b>	<b>Billed Amount</b>
Department of Public Works	Fuel and Maintenance Services	\$17,858.68	\$3,954.58
<b>Total</b>		<b>\$167,069.86</b>	<b>\$48,161.83</b>

<b>FY2018- SELLER</b>			
<b>Buyer</b>	<b>Description of Services Provided</b>	<b>Funding Sent</b>	<b>Billed Amount</b>
Department of Health	MOU for epidemiology testing	\$1,023,561.56	\$0
Department of Health	Public Health Emergency Preparedness (PHEP) Cooperative Agreement	\$340,000	\$0
Metropolitan Police Department	DC- Crime Gun Intelligence Center Initiative Grant	\$377,569	\$175,134.91
<b>Total</b>		<b>\$1,741,130.56</b>	<b>\$175,134.91</b>

7. For FY17 and FY18, to date, please identify any special purpose revenue funds maintained by, used by, or available for use by the agency. For each fund identified, provide:

- The revenue source name and code;
- The source of funding;
- A description of the program that generates the funds;
- The amount of funds generated by each source or program;
- Expenditures of funds, including the purpose of each expenditure; and
- The current fund balance.

Currently, DFS is working with the Office of the Chief Financial Officer to certify our anticipated budget from the Department of Homeland Security for hosting the BioWatch Program. Upon establishment, the fund will support DFS laboratory needs. The agency is awaiting the Office of Budget and Planning to establish the DFS Laboratory Fund.

8. For FY17 and FY18, to date, please list any purchase card spending by the agency, the employee making each expenditure, and the general purpose for each expenditure.

<b>Authorized User</b>	<b>Purpose for Expenditure</b>	<b>Total Purchases FY17</b>	<b>Total Purchases FY18</b>
Herbert Thomas	Travel	\$16,523.22	\$994,15
Cherry Belle	Supplies	\$114,180.68	\$23,125.27



Derrick Draughn	Travel	\$36,132.11	\$5,827.00
Guadalupe Ayala	Supplies	\$26,781.01	\$10,806.82
LaVonja Jackson	Travel	\$51,421.12	\$2,487.54
Nergis Zafar- Qureshi	Supplies	\$2,049.50	\$1,088.00
<b>Total</b>		<b>\$247,087.64</b>	<b>\$43,334.63</b>

9. Please list all memoranda of understanding (“MOU”) entered into by your agency during FY17 and FY18, to date, as well as any MOU currently in force. For each, indicate the date on which the MOU was entered and the termination date.

FY2017				
MOU	Buyer	Seller	Date Entered	Termination Date
Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Health Emergency Preparedness and Response Administration (HEPRA), and Epidemiology and Laboratory Capacity (ELC)	DOH	DFS	10/1/16	9/30/17
Radios and Airtime Services	DFS	OUC	10/1/16	9/30/17
22 FTEs for Crime Scene Sciences	MPD	DFS	10/1/16	9/30/17
District Leadership Program	DFS	DCHR	10/1/16	9/30/17
Coverdell Forensic Science Improvement Grant Program	OVSJG	DFS	1/1/17	12/31/17
Physical Evidence Recovery Kit Initiative	OVSJG	DFS	10/1/16	9/30/17
Crime Gun Intelligence Center	MPD	DFS	1/26/17	9/30/18

FY2018				
MOU	Buyer	Seller	Date Entered	Termination Date
Radios and Airtime Services	DFS	OUC	10/1/17	9/30/18
Public Health Emergency Preparedness (PHEP) Epidemiology and Laboratory Capacity (ELC)	DOH	DFS	10/1/17	9/30/18
Physical Evidence Recovery Kit Initiative	OVSJG	DFS	10/1/17	9/30/18
DCHR Suitability	DFS	DCHR	10/1/17	9/30/18
DGS Parking	DFS	DGS	10/1/17	9/30/18
COOP Room	DFS	DGS	10/1/17	9/30/18



**10. Please list the ways, other than MOU, in which the agency collaborated with analogous agencies in other jurisdictions, with federal agencies, or with non-governmental organizations in FY17 and FY18, to date.**

DFS has entered into a Memorandum of Agreement (MOA) with the federal Drug Enforcement Administration, starting on October 16, 2017 and terminating April 1, 2018. DFS will assume responsibility for testing and analyzing controlled substances seized in the District once it establishes full capability and accreditation in calendar year 2018.

**11. Please list all capital projects in the financial plan and provide an update on all capital projects under the agency's purview in FY17 and FY18, to date, including the amount budgeted, actual dollars spent, and any remaining balances. In addition, please provide:**

- a. An update on all capital projects begun, in progress, or concluded in FY16, FY17, and FY18, to date, including the amount budgeted, actual dollars spent, and any remaining balances.
- b. An update on all capital projects planned for FY18, FY19, FY20, FY21, FY22, and FY23.
- c. A description of whether the capital projects begun, in progress, or concluded in FY16, FY17, or FY18, to date, had an impact on the operating budget of the agency. If so, please provide an accounting of such impact.

<b>Project: LIM01C Laboratory Information Management System (LIMS)</b>			
<b>Description:</b>	The Laboratory Information Management System (LIMS) is the Department's central workflow and data management system. Previous data collection, management, and workflow processes were performed on various disparate systems or by paper processes in place before the creation of the DFS. The LIMS provides a single authoritative source for all DFS laboratory information and ensures accurate timely information to the DFS's clients.		
<b>Fiscal Year</b>	<b>Allotments</b>	<b>Spending</b>	<b>Balance</b>
FY 2018	\$0	\$16,968.00	\$133,052.37
FY 2017	\$0	\$648,089.79	\$150,020.37
FY 2016	\$993,751.15	\$195,640.99	\$798,110.16
<b>Timeline:</b>	The available balance will be spent finalizing this project. DFS completed Phase 1 of a major upgrade of the Chemware Horizon LIMS in September. Phase 2 continues to customize software for the PHL. Final implementation of the latest version of the JusticeTrax web client was delayed by the vendor due to late release in October of 2017. The scope of the Dashboard has also been expanded due to changes to the systems. DFS expects full spend down this fiscal year.		

<b>Project: DCI16C Laboratory Equipment Capital Requirement</b>	
<b>Description:</b>	DFS transferred \$1,000,000 of FY16 Operating Funds into Pay-Go for critical equipment replacement. This was approved in early November



	2016. However, during the FY18 budget approval process Council cut the Capital project by \$500,000. Prior to this Capital Project, DFS did not have any funds for laboratory equipment replacement. Upon suggestion from Office of Budget and Planning, DFS is in the process of developing a laboratory equipment replacement schedule. Upon completion of the schedule, DFS anticipates approximately \$720,000 in laboratory equipment will surpass its useful lifecycle by 2018. DFS anticipates laboratory equipment purchased in 2012 will require replacement to maintain efficient and accurate analysis. According to the Office of the Chief Financial Officer's Capital Asset Replacement Schedule System (CARSS), laboratory equipment has a life cycle of five years. Laboratory equipment supports DFS in providing services to the District.		
<b>Fiscal Year</b>	<b>Allotments</b>	<b>Spending</b>	<b>Balance</b>
FY 2018	\$0.00	\$0.00	\$66,419.04
FY 2017	\$500,000	\$433,580.96	\$66,419.04
<b>Timeline:</b>	DFS is currently working with the OCFO to develop an equipment replacement schedule. The remaining balance will be used to purchase equipment in the laboratory.		

**Project: DIG01C Digital Forensic Storage Capital Requirement**

<b>Description:</b>	DFS provides unique services to District Government and Federal Agencies that generates a large amount of digital information. In order to ensure Chain of Custody, store, and catalog evidence, and limit access control; an increase in digital storage was needed to meet DFS core services. DFS will expand its server and online storage capacity to store and process analytical forensic and public health data generated during forensic and public health testing. This new technology will meet the two (2) to four (4) terabytes of analytical data that is produce daily based on DFS current caseloads.		
<b>Fiscal Year</b>	<b>Allotments</b>	<b>Spending</b>	<b>Balance</b>
FY 2018	\$1,000,000.00	\$0.00	\$1,000,000.00
<b>Timeline:</b>	DFS is currently working with the Office of Procurement to purchase a Pure Store Flash Blade 528TB-10x52.8TB; which provides storage for data analytics with high performance standards. The remaining balance will be spent in FY18.		

**Project: FR0GRC Laboratory General Renovations Requirement**

<b>Description:</b>	DFS provides a state of the art science laboratory facility. In order to ensure changing priorities and effective use of laboratory space, the department maintains a general renovation fund. This allows DFS to continue producing high-level laboratory analysis. DFS must renovate the Biosafety Safety Lab-3 to expand the area for rabies testing. Following expansion, necropsy of animals with suspected rabies will be performed within DFS at satisfactory conditions. Updating the
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	current laboratory for rabies testing will allow the Department to meet health and safety standards.		
<b>Fiscal Year</b>	<b>Allotments</b>	<b>Spending</b>	<b>Balance</b>
FY 2018	\$200,000	\$28,000	\$172,000
<b>Timeline:</b>	DFS is working with DGS to complete the architecture design and renovations by FY18 Q2. The remaining balance will be used to pay for these critical renovations.		

**12. Please provide a list of all budget enhancement requests (including capital improvement needs) for FY17 and FY18, to date. For each, include a description of the need and the amount of funding requested.**

<b>FY2017</b>		
<b>Enhancement</b>	<b>Description</b>	<b>Funding Allotted</b>
57.75 FTES	To support the Mayor's "Safer, Stronger DC" Initiative, DFS received 57.75 FTEs for the Crime Scene Sciences Division, Training and Quality, the Forensic Sciences Laboratory, and agency wide support. This also began the civilization of crime scene responsibilities from MPD officers to DFS civilians.	\$8,005,000

<b>FY2018</b>		
<b>Enhancement</b>	<b>Description</b>	<b>Funding Allotted</b>
17 FTEs (Crime Scene Scientist)	The Mayor's "Safer, Stronger DC" Plan in FY2016 and FY2017 gave the Department a mandate to assume responsibility for District-wide crime scene evidence response and collection. It was determined that an additional 22 FTEs and resources would be needed in order to return all remaining CSID Officers from crime scene evidence response and collection to regular police duties. During the FY18 budget approval process, Council reduced FTEs to 17.	\$2,449,442
2 FTEs (Forensic Chemists)	The Department received 2 Forensic Chemist FTEs in an enhancement request to perform drug testing. DFS will resume testing of all suspected illegal narcotics from the US Drug Enforcement Administration (DEA). The DEA will support the District and provide continual assistance until DFS establishes full capability and accreditation in calendar year 2018.	\$383,000
Digital Storage	DFS generates a large amount of digital information. This information needs to be stored,	\$1,340,000



FY2018		
Enhancement	Description	Funding Allotted
	cataloged, and maintained locally within DFS to ensure Chain of Custody (CoC), to limit access control, and to limit the number of persons potentially called to appear in court. DFS lacks the necessary data storage to keep pace with these digital investments. The department received \$1 million in capital funds during the FY18 capital budget process. The department also received \$340,000 for non- capital eligible expenses related to the project.	

- 13. Please list, in chronological order, each reprogramming in FY17 and FY18, to date, that impacted the agency, including those that moved funds into the agency, out of the agency, and within the agency. Include the revised, final budget for your agency after the reprogrammings for FY17 and FY18, to date. For each reprogramming, list the date, amount, rationale, and reprogramming number.**

The following information was provided by DFS' Agency Fiscal Officer.

FY2017 Reprogramming				
Local				
Fund	Date	Soar Doc #	Description	Amount
0100	12/16/2016	BJRF0206	Net Zero - Reprogramming of \$2,062,459.20 to align Personal Services (PS) and use surplus for supplies, IT hardware, contracts, and other professional services.	\$0
0100	03/27/2017	BJTO228K	Decrease - Reprogram Personal Services (PS) surplus out of agency to OCTO.	(\$228,000)
0100	05/30/2017	BJFR5000	Net Zero - Reprogram of \$50,000 to Personal Services (PS) surplus to purchase IT Hardware.	\$0
0100	07/12/2017	BJRPFRAA	Decrease - Reprogram Personal Services (PS) surplus out of agency for EOM programmatic needs .	(\$250,000)
0100	10/06/2017	BJCR0499	Decrease - Reprogram Personal Services (PS)	(\$499,000)



			surplus out of agency to DCRA.	
0100	09/30/2017	BJFR2000	Net Zero - Reprogram of \$200,000 Personal Services (PS) surplus to PayGo for General Renovations.	\$0
0100	11/17/2017	BJHP0276	Decrease - Reprogram Personal Services (PS) surplus by EOM.	(\$654,000)

FY2017 Reprogramming				
Capital				
Fund	Date	Soar Doc #	Description	Amount
Capital	05/30/2017	BSHOLDCO	Decrease - Reprogram out of Project by Council.*	(\$500,000)

\*Existing capital laboratory equipment budget was cut by \$500,000 by Council during the FY18 budget approval process.

FY2017 Reprogramming				
Intra-district				
Fund	Date	Soar Doc #	Description	Amount
0700	12/16/2016	APFR0333	Net Zero - Reprogramming of \$160,160.00 to support PS Costs for Project DOHGLM (DOH Global MOU)	\$0
0700	02/18/2017	APFR0179	Net Zero - Reprogramming of \$61,845.31 to support costs related to professional services for the Paul Coverdell Firearms MOU	\$0
0700	3/21/2017	APFR0101	Net Zero - Reprogramming of \$64,969.10 to align budget with MOU for Project DOHGLM (DOH Global MOU)	\$0
0700	07/11/2017	AOFR111	Net Zero - Reprogramming of \$26,231.60 to align budget with MOU for Project OVS17N (OVSJG MOU)	\$0

FY2018 Reprogramming				
Local				



Fund	Date	Soar Doc #	Description	Amount
0100	Pending	BJFR0206	Net Zero - Reprogramming of \$2,161,500 to align Personal Services (PS) and use surplus for supplies and professional services.	\$0

FY2018 Reprogramming				
Capital				
Fund	Date	Soar Doc #	Description	Amount
Capital	10/26/2017	BSFR0GRC	Net Zero - Reprogrammed of \$200,000 from operating local to PayGo for Project FR0-GOC/04 (Rabies Renovation).	\$0

**14. Please list each grant or sub-grant received by your agency in FY17 and FY18, to date. List the date, amount, source, purpose of the grant or sub-grant received, and amount expended.**

- a. How many FTEs are dependent on grant funding? What are the terms of this funding? If it is set to expire, what plans, if any, are in place to continue funding the FTEs?**

The Department of Forensic Sciences has 14 FTEs dependent on grant funding. The DC Crime Intelligence Center Initiative Grant (CGIC) is expected to expire September 30th, 2017. Currently, two CS09 NIBIN Technicians are funded through this grant. The FY17 DNA Capacity Enhancement and Backlog Reduction Program (CEBR) grant is received from the United States Department of Justice. Currently, five Forensic Scientists depend on this funding. Our CEBR FY17 grant award was reduced by 42% from the previous grant period and will expire December 31, 2019. The Department will work to seek alternative funding for these FTEs.

FY2017					
Grantor	Grant Name	Purpose	Grant Period	Grant Amount	FTEs
US DOJ	FY14 DNA Capacity Enhancement and Backlog Reduction Program	Reducing the backlog of forensic biology cases and improving laboratory efficiency by increasing laboratory capacity and reducing bottlenecks.	10/1/14-12/31/16	\$458,004	5
US DOJ	FY15 DNA Capacity Enhancement	Reducing the backlog of forensic biology cases and improving laboratory	1/1/16-12/31/17	\$437,802	5



<b>FY2017</b>					
<b>Grantor</b>	<b>Grant Name</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Grant Amount</b>	<b>FTEs</b>
	and Backlog Reduction Program	efficiency by increasing laboratory capacity and reducing bottlenecks.			
US DOJ	FY16 DNA Capacity Enhancement and Backlog Reduction Program	Reducing the backlog of forensic biology cases and improving laboratory efficiency by increasing laboratory capacity and reducing bottlenecks.	1/1/17-12/31/18	\$561,850	5

<b>FY2017</b>					
<b>Sub-Grantor</b>	<b>Grant Name</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Grant Amount</b>	<b>FTEs</b>
MPD	FY17 DC Crime Intelligence Center Initiative Grant	Interagency collaboration focused on the immediate collection, management, and analysis of crime gun evidence, such as shell casings, in real time in an effort to identify shooters, disrupt criminal activity, and prevent future violence.	10/1/16-9/30/18	\$571,441	2
DOH	FY17 Public Health Emergency Preparedness Grant	Provide various Public Health activities and testing for CDC samples. PHEP assists public health labs in responding to public health threats and creating emergency preparedness plans. ELC provides assistance to state, local, and tribal governments to research, survey, and control emerging infectious disease.	7/1/16-6/30/17	\$340,000	0



Grantor	Grant Name	Purpose	Grant Period	Grant Amount	FTEs
DOH	FY17 Epidemiology and Laboratory Capacity	Provide various Public Health activities and testing for CDC samples. PHEP assists public health labs in responding to public health threats and creating emergency preparedness plans. ELC provides assistance to state, local, and tribal governments to research, survey, and control emerging infectious disease.	8/1/16-7/31/17	\$488,000	3
OVSJG	FY16 Coverdell Forensic Science Improvement Grant Program	To eliminate a backlog in the analysis of forensic evidence and to train and employ forensic laboratory personnel	1/1/17-12/31/17	\$35,168	0
OVSJG	FY17 Perk Evidence Recovery Kit Initiative	To employ a total of three (3) Forensic Biologists to process Sexual Assault Kits in a timely manner to comply with D.C. Code 4-561.02(c) and SAVRAA.	10/1/16-9/30/17	\$375,000	3.25

FY2018					
Grantor	Grant Name	Purpose	Grant Period	Grant Amount	FTEs
US DOJ	FY15 DNA Capacity Enhancement and Backlog Reduction Program	Reducing the backlog of forensic biology cases and improving laboratory efficiency by increasing laboratory capacity and reducing bottlenecks.	1/1/16 – 12/31/17	\$437,802	5
US DOJ	FY16 DNA Capacity Enhancement and Backlog Reduction Program	Reducing the backlog of forensic biology cases and improving laboratory efficiency by increasing laboratory capacity and reducing bottlenecks.	1/1/17 – 12/31/18	\$581,560	5



<b>FY2018</b>					
<b>Grantor</b>	<b>Grant Name</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Grant Amount</b>	<b>FTEs</b>
US DOJ	FY17 DNA Capacity Enhancement and Backlog Reduction Program	Reducing the backlog of forensic biology cases and improving laboratory efficiency by increasing laboratory capacity and reducing bottlenecks.	1/1/18 – 12/31/19	\$326,092	5

<b>FY2018</b>					
<b>Sub-Grantor</b>	<b>Grant Name</b>	<b>Purpose</b>	<b>Grant Period</b>	<b>Grant Amount</b>	<b>FTEs</b>
MPD	FY17 DC Crime Intelligence Center Initiative Grant	Interagency collaboration focused on the immediate collection, management, and analysis of crime gun evidence, such as shell casings, in real time in an effort to identify shooters, disrupt criminal activity, and prevent future violence.	10/1/16-9/30/18	\$571,441	2
DOH	FY18 Public Health Emergency Program	Provide various Public Health activities and testing for CDC samples.	7/1/17-6/30/18	\$340,000	0
DOH	FY18 Epidemiology and Laboratory Capacity	Provide various Public Health activities and testing for CDC samples.	8/1/17-7/31/18	\$549,977	4
OVSJG	FY18 Perk Evidence Recovery Kit Initiative	Employ a total of three (3) Forensic Biologists to process Sexual Assault Kits in a timely manner to comply with D.C. Code 4-561.02(c) and SAVRAA.	10/1/17-9/30/18	\$456,000	3.25

**15. Please list each contract, procurement, and lease, entered into, extended, and option years exercised by your agency during FY17 and FY18, to date. For each contract, please provide the following information, where applicable:**

Please see Attachment D



- 16. Please list all pending lawsuits that name the agency as a party. Identify which cases on the list are lawsuits that potentially expose the District to significant financial liability or will result in a change in agency practices, and describe the current status of the litigation. Please provide the extent of each claim, regardless of its likelihood of success. For those identified, please include an explanation about the issues involved in each case.**

***Rickey Robinson v. Department of Forensic Sciences, OEA Matter No. 1601-0045-17*** – Former employee suing for wrongful termination due to positive reasonable suspicion drug test. The District and the agency will likely prevail, but the Department will likely enhance its Mandatory Drug and Alcohol Testing Policy as well as advertise access to the Employee Assistance Program (EAP). This is currently being handled by the Office of Employee Appeals(OEA).

***Clinton Hall v. Department of Forensic Sciences, OEA Matter No. 1601-0015-17*** – Former employee suing for wrongful termination due to the failure to pass a proficiency test. The District and the agency will likely prevail, as passing competency and proficiency tests is required for Agency accreditation. This is currently being handled by the Office of Employee Appeals(OEA).

***Jason Kolowski v. District of Columbia, Civil Action No. 2016-CA-003663 B*** – Whistleblower case in which plaintiff claims he made a protected disclosure to the previous general counsel and was terminated. The litigation is being handled by the Office of the Attorney General (OAG) and is now in the discovery stage awaiting scheduling of depositions.

- 17. Please list all settlements entered into by the agency or by the District on behalf of the agency in FY17 or FY18, to date, and provide the parties' names, the amount of the settlement, and if related to litigation, the case name and a brief description of the case. If unrelated to litigation, please describe the underlying issue or reason for the settlement (e.g. administrative complaint, etc.).**

DFS did not have any litigation settlements in FY17 and FY18.

- 18. Please list the administrative complaints or grievances that the agency received in FY17 and FY18, to date, broken down by source. Please describe the process utilized to respond to any complaints and grievances received and any changes to agency policies or procedures that have resulted from complaints or grievances received. For any complaints or grievances that were resolved in FY17 or FY18, to date, describe the resolution.**

The Agency had 2 administrative grievances in FY17.

1. The termination of an AFGE 2978 member. Grievance was resolved by the employee's retirement.



2. CS12 grade level promotion grievances from NAGE R3-09 Union. All CS11 grade level Crime Scene Sciences employees in the class grievance who were initially hired through open competition were promoted to CS12 grade level if they met the time in grade requirement.

The process used to respond to complaints and inquiries is outlined in the DFS Departmental Operations Manual 15 – Policy and Procedures for Complaints and Inquiries.

Source	Number of Inquiries	Number of Complaints
Public Defender Services	1	0
Metropolitan Police Department	0	3
United States Attorney's Office	0	2
Department of Health	0	1
Department of Forensic Sciences	0	1
Public	0	2
Office of Risk Management	4	3
<b>Total (October 2016 – January 2018)</b>	<b>5</b>	<b>12</b>

To date for FY18, there have not been any administrative grievances. The Department regularly reviews policies and procedures and the listed complaints did not result in any agency policy or procedure change.

**19. Please describe the agency's procedures for investigating allegations of sexual harassment or misconduct committed by or against its employees. List and describe any allegations received by the agency in FY17 and FY18, to date, whether or not those allegations were resolved.**

DFS follows the Office of Human Rights (OHR) guidelines for investigating allegations of sexual harassment or misconduct committed by or against its employees. DFS had one instance in which a CS-9 grade level employee made a sexual harassment allegation straight to the Agency Director against an MSS Manager. A brief investigation showed that at least three CS-9 grade level employees felt the same way. The MSS Manager was terminated within one week due to these factors.

Agency General Counsel is responsible for investigating allegations of sexual harassment or misconduct committed by or against its employees with direction or guidance from members of the executive management team (who are not involved in the allegation) as needed. Investigations can include interviewing employees, pulling email from OCTO, pulling badge access records from DGS, pulling video surveillance from DGS facility cameras or reviewing timecards in PeopleSoft. Findings are reported in a formal memo from Associate Attorney to General Counsel or from General Counsel to Director.



**20. Please list and describe any ongoing investigations, audits, or reports on the agency or any employee of the agency, or any investigations, studies, audits, or reports on the agency or any employee of the agency that were completed during FY17 and FY18, to date.**

<b>FY2017</b>		
<b>Investigative Entity</b>	<b>Description</b>	<b>Status</b>
DFS Risk Management	5 incidents (3 spills and 2 injuries) occurred in FY17. None resulted in workman's compensation or OSHA300 reporting.	Investigations Closed
Federal Bureau of Investigations (FBI) Quality Assurance Standards	Audit of the DFS Forensic Science Laboratory Forensic Biology Unit (DNA) for CODIS participation	ANAB QAS Audit Completed, August 15-16, 2017. Final completion letter (from the FBI) dated September 14, 2017.
Department of Forensic Sciences	EEO investigation for wrongful termination	Investigation closed 9/12/2017
Centers for Medicare and Medicaid, Clinical Laboratory Improvement Amendments	February visit was review of self-reported Zika concerns. Their findings were concurrent with ours. In June, CMS returned to check progress of implementation but as we were not online with Zika, reviewed another Zika assay and found no issues.	On-site unannounced visits on February 27-28, 2017 and June 19-20, 2017. Final completion letters from CMS on March 9, 2017 and June 29, 2017.
DC Auditor	DC Auditor looked into DFS Overtime Use and Practices.	To ensure there was not a misuse of overtime, DFS pulled badge access records from DGS and verified against timecards in PeopleSoft and OT requests in SharePoint.
Office of Disability Rights Audit Report	DFS produced an agency wide ADA self-audit.	Submitted the audit findings to the Office of Disability Rights.
Office of the Inspector General	Employee violated agency IT policy. The Office of the Inspector General found that the employee conduct was not deemed to be illegal or in violation of District Law.	Employee was counseled and continues to be employed with DFS.



FY2017		
Investigative Entity	Description	Status
Department of Forensic Sciences	Annual Freedom of Information Act	Submitted FY17 FOIA Report to EOM

FY2018		
Investigative Entity	Description	Status
DFS Risk Management	6 incidents (3 injuries and 3 property incidents)	Incidents did not result in workman's compensation. All investigations are closed.
Forensic Chemistry Unit- PHL ANSI-ASQ National Accreditation Board/ISO/IEC 17025:2005 Standard	Pre-assessment of the PHL Forensic Chemistry Unit for laboratory accreditation.	ANAB Pre-Surveillance Visit Completed November 6-7, 2017. Surveillance assessment will be conducted January 8-10, 2018.

- 21. Please describe any spending pressures the agency experienced in FY17 and any anticipated spending pressures for the remainder of FY18. Include a description of the pressure and the estimated amount. If the spending pressure was in FY17, describe how it was resolved, and if the spending pressure is in FY18, describe any proposed solutions.**

In FY2017, DFS did not anticipate any spending pressures. However, due to the Committee's last minute \$500,000 reduction to our newly established Capital Equipment budget in the FY2018 budget development process, DFS postponed purchase of laboratory equipment and software requested by our federal partners and delayed getting the Rabies necropsy laboratory operational. We are working closely with the Mayor's Budget office and the Deputy Mayor's office and hope to have these unanticipated pressures addressed shortly.

- 22. Please provide a copy of the agency's FY17 performance plan. Please explain which performance plan objectives were completed in FY17 and whether they were completed on time and within budget. If they were not, please provide an explanation.**

Please see Attachment E for a copy of DFS FY17 performance plan. FY17 Performance Plan Objectives were met within the approved budget.

- 23. Please provide a copy of your agency's FY18 performance plan as submitted to the Office of the City Administrator.**

Please see Attachment F

- 24. Please describe any regulations promulgated by the agency in FY17 or FY18, to date, and the status of each.**



In FY17, the agency promulgated the “Proposed Rulemaking for the Science Advisory Board.” DFS plans to move forward with the process for promulgating final rulemaking in FY18.

25. Please provide the number of FOIA requests for FY17 and FY18, to date, that were submitted to your agency. Include the number granted, partially granted, denied, and pending. In addition, please provide the average response time, the estimated number of FTEs required to process requests, the estimated number of hours spent responding to these requests, and the cost of compliance.

FY2017	
FOIA Requests	23
Granted	4
Partially Granted	11
Denied	0
Non responsive record	6
Pending	2
Average Response Time (in business days)	20.76
FTEs Processing Requests	2
Estimated Hours Responding	30
Cost of Compliance	\$1,423

FY2018	
FOIA Requests	2
Pending	2

26. Please provide a list of all studies, research papers, reports, and analyses that the agency prepared or contracted for during FY17 and FY18, to date. Please state the status and purpose of each. Please submit a hard copy to the Committee if the study, research paper, report, or analysis is complete.



FY2017	
Studies	Purpose
Comparison of Four Zika Virus Molecular Detection Assays	The purpose of this study was to evaluate the most sensitive test for the molecular detection of Zika virus in human serum. Four (4) different molecular tests were compared head to head; three (3) of which are FDA-approved, and one (1) was the first Zika virus molecular test created by the Centers for Disease Control and Prevention (CDC). This study will help the DC PHL utilize the best test for detection of Zika virus in human specimens. Results are still pending for the study, however, preliminary analysis indicates that the Hologic Panther Zika test is the most sensitive test studied. It provided a lower limit of detection as low as 1 plaque forming unit (PFU)/mL, which is the lowest detectable level for a test.
Comparison of Two Molecular Carbapenemase Detection Assays	Carbapenem resistant Enterobacteriaceae (CRE) have become a huge clinical and public health threat due to their multidrug resistance nature and ability to easily spread within hospitals. There is currently only one FDA-approved test (Cepheid GeneXpert CARBA-R) that is able to determine the genotypic nature of the organism to analyze what hydrolytic enzyme capability (i.e., carbapenemase) it possesses. This study compared the only FDA-approved test with another molecular carbapenemase test (Streck ARM-D) available on the market to examine what test provides better results. Information from this study will help inform the DC PHL to utilize the most accurate test for determination of carbapenemase production, which will provide the most useful clinical and surveillance data for the DC DOH and CDC. Both tests were challenged against a known panel of 50 isolates of varying carbapenemases provided by the CDC. The GeneXpert CARBA-R yielded 100% concordance with the CDC panel, while the ARM-D did not perform as well. Final conclusions are still pending. An analysis of the differences in the test results are currently being followed up to determine the reason for the discordance of the ARM-D test.



FY2017	
Studies	Purpose
Next Generation Sequencing (NGS)	The DC Department of Forensic Sciences, in collaboration with the Armed Forces DNA Identification Laboratory and the University of North Texas Health Science Center, is assessing the ability of cutting-edge Next Generation Sequencing (NGS) to produce reliable, accurate, and usable results on forensic evidence. NGS enables a laboratory to capture data from up to 230 genetic locations from a single forensic sample, compared to current technology that captures up to 24 genetic locations. To date, this large-scale, multi-laboratory evaluation has involved more than 1,600 sample replicates and 51 sequencing runs performed on five instruments across the three laboratories. On August 24 <sup>th</sup> , 2017, a report entitled “MiSeq FGx System: NDIS Submission Validation Summary” was submitted by the three laboratories to the FBI. This report documents the results from the multi-laboratory evaluation of the MiSeq FGx Forensic Genomics System and seeks approval of this NGS system as an accepted technology in the National DNA Index System.
Verification of Bruker Biotyper MALD-TOF MS for Diagnostic Use	<p>Historically, identification of bacteria and yeast species has been based on growth characteristics and biochemical reactions. These methods may take days to produce a result and are sometimes inaccurate. Matrix Assisted Laser Desorption/Ionization Time-of-Flight mass spectrometry (MALDI TOF MS) is a rapid and accurate method to identify microorganisms.</p> <p>In this project, a Bruker MALDI TOF MS database was evaluated for its ability to identify organisms commonly cultured at the DC Public Health Laboratory. Thirty-six bacterial isolates grown on three different culture media, and prepared with three different processing methods, were tested. Results of the project demonstrated that the Bruker MALDI TOF MS is a suitable system for identifying microorganisms. In the future, the MALDI TOF MS will be used for identification of organisms cultured from Office of the Chief Medical Examiner specimens and identification of isolates received from local hospitals. This will increase the accuracy of identification of bacteria and decrease the time to results for these samples.</p>
Monoclonal Antibodies Show Promise as the Key to Zika Virus Diagnostics	<p>Before 2016, little was known about Zika virus and its potentially devastating effects on fetuses and newborns. It quickly grew into a worldwide epidemic of crippling proportions. Flaviviruses are predominantly transmitted by a mosquito vector, but Zika virus is the first Flavivirus to demonstrate sexual transmission.</p> <p>Although largely asymptomatic, infection during a woman's pregnancy can cause fetal abnormalities such as microcephaly and intracranial calcifications, leading to serious developmental issues in newborns. There remains no vaccine or definitive treatment.</p>





FY2017	
Studies	Purpose
	However, identification of Zika virus is paramount, particularly because the strain thought to cause fetal abnormalities has spread in Central and South America and the Caribbean. Diagnosis of Zika virus infection in pregnant women prompts frequent and routine monitoring of the developing fetus and consideration of pregnancy termination.
The Role of Serologic Testing for Zika Virus Infection	<p>Direct detection of Zika virus (ZIKV) nucleic acid with nucleic acid tests is definitive laboratory evidence of infection. Initial studies suggest that the ZIKV viremic period is limited, leading the Centers for Disease Control and Prevention to recommend that nucleic acid tests be utilized only up to 14 days postsymptom onset in serum and urine. The host immune response to flaviviruses, including to ZIKV, primarily targets the viral envelope (E) protein, which has three main domains (ED I–III). Recent studies suggest that neutralizing antibodies against the EDIII domain are relatively specific and potentially able to discriminate between ZIKV and dengue virus, which share 29% amino acid homology at that region.</p> <p>Comparatively, neutralizing antibodies to EDI and EDII, with amino acid homologies of 35 and 51% between these two viruses, respectively, are highly cross-reactive and likely responsible for the nonspecific reactions observed in the respective serologic assays. The current article describes the humoral immune response to ZIKV, reviews serologic assays for detection of antibodies to ZIKV, discusses performance characteristics of commercially available tests, and summarizes the strengths and limitations of currently available serologic methods. Assays examined in the review include the Centers for Disease Control and Prevention Zika IgM antibody capture ELISA, InBios ZIKV Detect IgM Capture ELISA, DiaSorin, LIAISON XL Zika Capture IgM Assay, Euroimmun anti-ZIKV IgM ELISA, and plaque reduction neutralization tests.</p> <p>Despite the availability of multiple diagnostic tests, there remains a need for modified and novel testing strategies, including the potential use of multiple enzyme immunoassays either in parallel or sequentially and IgG in addition to IgM determination.</p>
National Research collaboration on nanomaterials in environment	This study found continued research, addressing risks, and a careful monitoring of water and wastewater treatment could be part of the nanotechnology frontier.
DC PHL Response to Expand Testing for Synthetic Opioids	<p>Regarding the expansion of the opioid analysis, the DFS created the following strategic initiative:</p> <p>The Forensic Chemistry Unit (FCU) was established within DFS to receive, process, and track forensic requests for examination of drug evidence in submitted samples. The FCU also identifies new</p>



FY2017	
Studies	Purpose
	<p>District clients to provide services, including analysis of pharmaceuticals, nicotine-containing products, and other forensic chemical identifications. Forensic chemistry testing is a new service that the District can provide to stakeholders. We are able to test synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.</p> <p>DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU has performed analyses on 21 samples in 2016 and over 100 exhibits in 2017 for stakeholders including OCME, DOC, and MPD. Development of documentation and operations of the laboratory is incrementally improving and on track for an ISO 17025 audit.</p> <p>The FCU has been funded with about \$200,000 for material and laboratory purchases, and four FTEs.</p> <p>The FCU underwent an external pre-audit and concluded all actionable items by 12/26/2017, and will undergo a full audit for accreditation on January 8th, 2018. The FCU is anticipated to be fully operational by April 2018 for qualitative drug analysis.</p>
Impact of Submersion DNA Extraction “Dunking” on Firearm Examination	<p>The research into dunking performed in 2016 was followed up this year with a second round of testing. Research for 2017 explored additional variables. The FBU assisted in dunking samples based on the following variables: (cartridge case, primer composition, type of extraction buffer, post-dunking cleaning procedures, and packaging). The samples were examined at three-month intervals to evaluate effects over time.</p>
Kinship statistical calculations	<p>The evaluation of a DNA profile can be conducted to determine certain family relationships. DFS conducted a study to determine the statistical threshold that is needed to confidently evaluate certain relationships, such as parent/child, half siblings, full siblings, cousins, etc. Protocol updates and staff training will need to be conducted prior to implementation of the procedure and the statistical evaluation of the DNA profiles. Additionally, since this falls under different accreditation requirements, more investigation is needed to confirm compliance with the accrediting body.</p>
GlobalFiler, 3500, GeneMapper IDX-1.5	<p>The Federal Bureau of Investigation regulates the DNA database known as CODIS (the Combined DNA Index System). As an accredited public laboratory, the DC DFS must maintain compliance with the rules, regulations and standards that come with CODIS access. The FBI mandated a change from previous test kits that used 13 DNA locations for testing to those that use 20 locations for</p>



FY2017	
Studies	Purpose
	testing. As such, the DC DFS needed to implement a new testing methodology to meet this new requirement. The implementation of GlobalFiler allows the lab to test the required locations on the DNA and required the adoption of new lab instrumentation (3500) and software (GeneMapper IDX-1.5) for analysis of the DNA profiles.
STRMix 2.4	Once the lab needed to implement GlobalFiler, this also required a new study using STRMix for DNA interpretation and statistical analysis. The software conducts the same sorts of analysis as previously described, but new tests must be conducted for every new test kit implemented in a lab.
DNA testing of spent shell casings from firearms	Since shell casings are sometimes the only evidence left at a crime scene, both the MPD and USAO have expressed interest in determining whether DNA can effectively be recovered from the casings. Two methodologies were evaluated - a direct method in which the sample is placed into the DNA chemicals and an indirect method in which the DNA is “lifted” off using a gel-like material. The Crime Scene Unit has initiated DNA collection using the gel-lifts from spent casings collected at homicide scenes. DNA testing of approximately 30 cases was conducted by the DNA unit. Less than 10% of samples generated interpretable profiles. This limited success is in line with expectations due to the small surface area and smooth texture of the casings. With cooperation from the Firearms Examination Unit, DFS conducted a study using various chemicals in the DNA testing process to determine the effects on spent shell casings. This study is still in process.
Summer Crime Initiative	Since 2010, each summer MPD has focused all available resources, utilized latest crime-fighting technology, and called upon partner agencies and organizations to assist in coordinated effort to eliminate violent crime in 4 to 6 areas identified to be experiencing a high density of violent crimes. This year from May 2017 to August 2017, in partnership with MPD, DFS participated in the Summer Crime Initiative by tracking daily offenses, determining evidence submissions and forensic examination requests in relation to those offenses/incidents, prioritizing forensic examination requests and organizing and analyzing information gathered into viable intelligence in an effort to reduce crimes in those areas within the District.

FY2018	
Studies	Purpose
Forensic Intelligence	DFS is developing methods to analyze data from Stakeholders and Forensic Science Laboratory units. The study will help determine the overall criminal justice impact from DFS fingerprint, firearms, and



Impact Study	DNA evidence examinations. In addition, the study will determine overall utility and outcomes to investigations in the District from hits/and or associations from forensic intelligence databases such as AFIS, CODIS, and NIBIN.
Sexual Assault Kit Study	The Districts' Sexual Assault Victims' Rights Act was established in 2014 to provide services to sexual assault victims. DFS is required to process all sexual assault forensic examination kits within 90 days from the date of receipt. In FY17, DFS began analyzing all sexual assault kits received and testing results in order to develop best practices and help modify current practices.

- 27. Please separately list each employee whose salary was \$100,000 or more in FY17 and FY18, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus pay received by each employee on the list.**

Please see Attachment G

- 28. Please list in descending order the top 25 overtime earners in your agency in FY17 and FY18, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.**

Please see Attachment H

- 29. For FY17 and FY18, to date, please provide a list of employee bonuses or special pay granted that identifies the employee receiving the bonus or special pay, the amount received, and the reason for the bonus or special pay.**

FY17 Employees with Special Pay			
Employee Name	Position Title	Special Pay Amount	Justification
Tran, Anthony	Public Health Laboratory Director	\$11,083.54	Hiring Bonus paid over the span of two years.
Kelly, Troy	Associate Director, Crime Scene	\$11,083.54	Hiring Bonus paid over the span of two years.



FY18 Employees with Special Pay			
Employee Name	Position Title	Special Pay Amount	Justification
Tran, Anthony	Public Health Laboratory Director	\$2,984.03	Hiring Bonus paid over the span of two years.
Kelly, Troy	Associate Director, Crime Scene	\$852.58	Hiring Bonus paid to date. Employee is no longer with the agency.

**30. Please provide each collective bargaining agreement that is currently in effect for agency employees. Please include the bargaining unit and the duration of each agreement. Please note if the agency is currently in bargaining and its anticipated completion.**

DFS currently has four (4) collective bargaining agreements that are currently in effect for agency employees.

- CBA between DC and AFGE (Original Duration FY1988-1990. Renewed annual in September): Applies to some Public Health Laboratory employees.
- CBA between DC and NAGE (Original Duration March 8, 2007-September 30, 2010. Renewed for 3 year periods-next expiration is September 30, 2019): Applies to most Forensic Science Laboratory and Crime Scene Sciences Division employees.
- Compensation CBA between DC and Compensation Units 1 and 2 (Effective April 1, 2013-September 30, 2017): Applies to AFGE and NAGE Union Employees.
- CBA between DC and SEIU (Effective September 2017): Applies to the Public Health Laboratory's professional employees, such as chemists.

DFS is currently in the process of collective bargaining with the following organizations below:

- CBA between DC and NAGE is currently in bargaining and its anticipated completion in the summer of 2018.
- Compensation CBA between DC and Compensation Units 1 and 2 is currently in bargaining and its anticipated completion is unknown (there are 80 agencies involved in this agreement).

Please see Attachment I for copies of each collective bargaining agreement.

- 31. If there are any boards or commissions associated with your agency, please provide a chart listing the names, confirmation dates, terms, wards of residence, and attendance of each member. Include any vacancies. Please also attach agendas and minutes of each board or commission meeting in FY17 or FY18, 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 quarterly basis. Below is the list of the board members:

<b>Science Advisory Board</b>				
<b>Name</b>	<b>Confirmation date</b>	<b>Term</b>	<b>Ward of residence</b>	<b>Meeting Attendance (5 Total)</b>
Bumpus, Namandje	10-31-2016	04-18-2019	Ward 7	3
Fidella-Lambert, Marie	10-31-2016	04-18-2019	Maryland Resident	4
Gitteslon, Simone	03-05-2016	11-25-2020	Maryland Resident	5
Jones, John Paul	05-09-2017	04-19-2019	Virginia Resident	2
Jordan, Jeanne	10-31-2016	04-18-2019	Ward 2	4
Marone, Peter	04-24-2015	04-18-2020	South Carolina Resident	5
O'Neill, Danielle	05/08/2017	04-18-2020	Maryland Resident	1
Pentella, Mike	10-27-2017	04-18-2020	Other	0
Thompson, Robert	09-25-2017	04-18-2018	Virginia Resident	-
Smith, Jenifer*			Ward 6	4
Graham, Brittany*			Maryland Resident	5

\*Agency Director and Deputy Director serve as ex officio non-voting members of the board.

All minutes from each meeting are provided in Attachment J.



**32. Please list all reports or reporting currently required of the agency in the District of Columbia Code or Municipal Regulations. Provide a description of whether the agency is in compliance with these requirements, and if not, why not (e.g. the purpose behind the requirement is moot, etc.).**

The DFS has two reporting requirements. The first is “an annual report on the activities of the Department, which shall be submitted to the Mayor and the Council and made available to the public in February of each year.” This report is currently in the production phase and is anticipated to be completed by the vendor and available in Q3 of FY18. The second is required under the Sexual Assault Victims’ Rights Amendment Act of 2013 and requires inclusion in the annual report “the number of sexual assault forensic examination kits received from the MPD and the number of sexual assault forensic examination kits processed by the DFS, including the time it took for each kit to be processed.”

Pursuant to DC Code 4-561.02, the DFS is mandated to process all sexual assault forensic examination kits within 90 days from the date of receipt from MPD. DFS received and processed 238 sexual assault kits in FY17. The average turnaround time for testing was 71 days.

**33. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.**

Please see Attachment K

**34. Does the agency conduct annual performance evaluations of all its employees? Who conducts such evaluations? What steps are taken to ensure that all agency employees are meeting individual job requirements?**

All Managers provide annual performance evaluations of all employees. For FY17, we completed performance evaluations for all eligible employees. The Department follows the District Personnel Manual, Chapter 14, which requires immediate supervisors to conduct evaluations of each direct report. Along with the existing resources provided through the District’s Department of Human Resources, the Department of Forensic Sciences also has a dedicated Deputy Director (Training and Development) who oversees and arranges training and development opportunities for our employees. This team works closely with senior and mid-level management to determine training needs within the scientific divisions as well as training needs of individual employees. Outside of the DCHR training courses, the Training and Development team identifies training in the scientific disciplines, from basic scientific theory to advanced examination techniques. The team conducts annual surveys to identify training deficiencies or needs within each unit. The responses from those surveys are evaluated by management and incorporated into the agency’s training plan for the following year.





## Agency Operations

**35. Please describe any initiatives that the agency implemented in FY17 or FY18, to date, to improve the internal operations of the agency or the interaction of the agency with outside parties. Please describe the results, or expected results, of each initiative.**

**a. Budget Bootcamp**

DFS collaborated with the Agency Financial Officer (AFO) and the Office of the Chief Financial Officer (OCFO) to provide training to the Division Directors and Managers on the FY17 and FY18 budget development, implementation, and closeout. Topics included DFS budget structure, capital projects, grants, and intra-districts.

**b. Procurement Training**

DFS collaborated with the Office of Contracting and Procurement to provide procurement training to DFS assigned Contract Administrators, P-Card holders, PASS requisitioners, watchers, and approvers. The training detailed the entire procurement process, contract life cycle, rules, regulations, and policies.

**c. DFS Overtime (Sharepoint)**

In FY18, DFS will take advantage of the availability of additional SharePoint capability to upgrade the DFS overtime request process. DFS is the only DC Government agency to use an electronic overtime request and approval system. The system will improve with an upgrade and refinement of SharePoint, resulting in a better user experience, notification of approval tasks to supervisors, and improved data analysis. The improved overtime authorization process will be introduced during FY18- Q2.

**d. Active Threat Awareness Training**

In FY18, DFS will collaborate with MPD and the Office of Risk Management to provide Active Threat Training to DFS, OCME, and DGS, other MPD officers detailed to DFS. An MPD subject matter expert will provide training, guidelines, and resources for an Active Threat training including criminal acts, terrorist attacks, and other large-scale emergencies.

**e. Labor Management Forum**

In FY17 DFS created the Labor Management Forum to hold monthly meetings with representatives from NAGE Labor Union and an independent third party mediator. These meetings are used to provide guidance on employee and management issues. This forum does not replace the grievance or DFS negotiation process.

**f. COOP Plan and Exercise**



With the support of the Districts Homeland Security and Emergency Management Agency (HSEMA), DFS developed its Continuity Operations Plan in FY17 and conducted a Table Top Exercise with staff from Protective Services Division and others from the Department of General Services. In addition, the Everbridge Notification System was implemented for all DFS staff. In FY18, DFS will continue to train and exercise the plan with staff members.

**g. One-On-One Stakeholder Meetings**

The DFS Director met one-on-one with Stakeholder Directors to ensure collaboration efforts and guide high-level objectives of the agencies. These meetings included the Directors and Chiefs of MPD, OCME, FEMS, PDS, DOH, USAO, and OAG.

**36. What are the agency's top five priorities? Please explain how the agency expects to address these priorities in FY18. How did the agency address its top priorities listed for this question last year?**

**FY18 Five priorities**

**1. Maintain the Public Health Laboratory LRN & Operational Rabies Laboratory**

The DFS Public Health Laboratory plays a very broad role in ensuring the health and safety of our District residents. PHL provides testing of public health significance including diagnostic testing for infectious diseases, surveillance for influenza and foodborne outbreaks, rabies, and serves as the jurisdiction's safety net laboratory for bioterrorism and chemical terrorism testing and preparedness activities. In FY18, DFS will focus on establishing a strong Public Health Laboratory by recruiting scientists to fill remaining vacant positions. In addition, PHL will establish a more robust biological and chemical terrorism team. DFS will continue to work with DC Department of Health on meeting the goals of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Program performance requirements. This will allow PHL to maintain services critical to the care of the residents and support our federal partners in emergency response efforts. In FY18, PHL will re-establish STD testing capabilities for the District to identify chlamydia, gonorrhea, and syphilis from samples received from District hospitals and healthcare facilities. This will help reduce the cost of outsourcing and improve the quality of services. PHL will follow current CDC recommendations for testing to ensure accurate and prompt results for appropriate diagnosis and surveillance.

**2. Develop and Implement Digital Storage**

In FY17, the Department of Forensic Sciences (DFS) established the Digital Evidence Unit (DEU) to increase the Districts investigation testing capabilities. DEU conducts advanced and highly specialized computer forensic investigations and analyses, data recovery, and electronic discovery from digital media to include a wide variety of mobile computer devices, cell phones, and more recently, "skimmers" used on ATM machines. DFS estimates that it will produce



two to four terabytes of analytical storage daily performing these services. In FY18, DFS will increase and implement a high-capacity online storage solution at the Consolidated Forensic Laboratory (CFL) server room to store and process analytical forensic and public health data generated during forensic analysis and public health testing from several new state-of-the-art systems deployed by DFS.

### **3. Establish the Forensic Chemistry Unit**

The Public Health Laboratory (PHL) Forensic Chemistry Unit (FCU) was established to receive, process, and track forensic requests for examination of drug evidence in submitted samples from the Metropolitan Police Department (MPD) and other key stakeholders. FCU will continue to provide those services in addition to analysis of pharmaceuticals, nicotine-containing products, and other forensic chemical identification. In FY18, PHL will work with the Drug Enforcement Administration to transition the responsibility of analyzing drug exhibits obtained by the MPD back to DFS. DEA currently analyzes evidence, issues laboratory reports of findings and provides expert testimony in court for evidence obtained by MPD.

### **4. STaCS DNA**

In FY17, DFS was able to completely eliminate the District's sexual assault kit backlog. In order to maintain this achievement, the Forensic Biology Unit will increase the current version of STaCS DNA software to track 5,000 samples annually as needed, which is an increase of 2,000 samples. STaCS DNA is the critical LIMS program used in FBU for processing and tracking of all samples within the lab, for tracking critical reagents, cataloguing lot numbers and capturing the status of critical equipment. This is necessary in order to continue to provide essential core services for District and Federal agencies by analyzing biological evidence collected at crime scenes.

### **5. Recruit and Retain Firearms Examiners**

In FY18, DFS will develop an employee retention plan specific to the Firearms Examination Unit (FEU) to increase the unit's personnel retention rate. FEU evaluates the functionality of firearms, distance determination (from muzzle to target), and the comparison of bullets and cartridges to determine possible sources for firing. Due to the national shortage of qualified individuals, FEU examiners are difficult to hire and retain. DFS will research initiatives and identify existing incentives programs within District Government that could be utilized to retain FEU examiners. In addition, DFS will work with professional associations for Firearms Examiners to identify successful retention programs in other jurisdictions in order to improve retention. DFS will also work with the Department of Human Resources to obtain feedback and provide retention plan recommendations to the Office of the Deputy Mayor for Public Safety and City Administrator.

## Five Priorities Update

1. In FY17, MPD provided DFS one-time funding through the Mayor's Budget to hire 22 temporary crime scene scientist in order to meet the Mayoral "Safer, Stronger DC" initiative to civilianize crime scene evidence collection responsibilities and return MPD officers to community policing. This funding allowed us to expand our current complement of 55 civilian crime scene scientists. DFS worked hard to recruit Crime Scene Scientists during the fiscal year. Of the 22 CSS FTEs that were funded, DFS was able to fill all but 4 positions. Five FTEs were eliminated during the FY18 Budget process when the Council made only 17 out of the 22 FTEs permanent. The fulfillment of the Crime Scene Scientists positions have improved coverage and timely response to vital scene investigations associated with crimes within the District.
2. In FY17, the Public Health Laboratory worked to improve quality assurance and protocols to provide accurate test results. PHL has not resumed Zika serology (MAC-ELISA) testing but continues Zika molecular testing. PHL has hired two senior level positions including the Microbiology Unit Manager and Immunology & Virology Unit Manager. The DFS PHL will reestablish STD testing capabilities for the District to identify chlamydia, gonorrhea, and syphilis from samples received from District hospitals and health care facilities. This will help reduce the cost of outsourcing and improve the quality in services. PHL will follow current CDC recommendations for testing to ensure accurate and prompt results for appropriate diagnosis and surveillance. By FY18-Q2, the PHL will implement a pilot program for testing chlamydia and gonorrhea by molecular methods to provide robust data and information for Department of Health (DOH). By FY18-Q4, syphilis testing will be implemented in an effort to support the DOH HIV/AIDS, STD, Hepatitis, and TB Administration of the DOH.
3. The Forensic Chemistry Unit was established to receive, process, and track forensic requests for examination of drug evidence. FCU received both a federal DEA schedule 1-5 permit and passed DC inspection for a Schedule 1-5 drug permit. Using assistance from visiting Drug Enforcement Agency scientists, FCU validated and implemented new procedures to test for synthetic cannabinoids and other street drugs. FCU completed an internal audit and is currently in the ISO 17025 accreditation audit process.
4. In FY17, DFS established the Forensic Intelligence Unit (FIU) to receive, process, and track forensic requests for examination services to ensure seamless transient, community reporting within the Forensic Science Laboratory. DFS successfully hired a FIU Unit Manager and filled three of the four FIU Forensic Scientists positions. In addition, FIU processed over 3,000 service request from our local and federal stakeholders. DFS was able to triage all requests for testing and followed up to ensure testing was done accordingly.

5. DFS implemented the Mideo Case Management System in FY17 in the Firearms Examination Unit (FEU) and the Latent Fingerprint Unit (LFU) that will interface with current agency laboratory information management system (LIMS) to streamline evidence examination workflows and allow for a complete electronic case jacket approach. This system helps increase the quality and transparency of the examinations and resulting work product. DFS has concluded training, allowing the agency to move forward with building workflows into Mideo. DFS is currently working with the vendor to provide modifications necessary for casework implementation. Implementation into casework is planned for FY18-Q3.

**37. Please list each new program implemented by the agency during FY17 and FY18, to date. For each initiative, please provide:**

- a. A description of the initiative;
- b. The funding required to implement to the initiative; and
- c. Any documented results of the initiative.

The Forensic Chemistry Unit (FCU) was established within DFS to receive, process, and track forensic requests for examination of drug evidence in submitted samples. The Drug Enforcement Administration (DEA) will transition the responsibility of analyzing controlled substances to DFS. We will be able to test synthetic cannabinoids and other street drugs. FCU has been funded with \$198,178 for material and laboratory purchases. In FY17, FCU hired one Lead Chemist. In FY18, FCU has hired three Chemists so far.

DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU performed analyses on 21 samples in 2016 and over 100 exhibits in 2017 for stakeholders including OCME, DOC and MPD. Development of documentation and operations of the laboratory is incrementally improving and on track for an ISO 17025 audit. The FCU has undergone an external pre-Audit and concluded all quality actionable items by 12/26/2017, and will undergo a full audit by ANSI-ASQ National Accreditation Board (ANAB) in January 2018.

**38. How does the agency measure programmatic success? Please discuss any changes to outcomes measurement in FY17 and FY18, to date.**

DFS measures programmatic success by employing a culture of data tracking using performance analysis tools, daily meetings with teams and units, and weekly executive meetings. The DFS Dashboard provides real-time updates of key performance indicators. The data are derived from our Laboratory Management Information System (LIMS). On a weekly basis, executive level meetings take place where senior managers use the data from the DFS Dashboard for continuous discussion of the Department's efforts to meet strategic initiatives. These meetings are a way for management to track the efforts and activities of the major divisions and units until the following

week. Another method for measuring programmatic success is through the Stakeholder meetings and regular engagement. We receive feedback that helps us identify areas for improvement. In addition, DFS has implemented ChemWare in the Public Health Laboratory (PHL) to help improve exporting of results and sharing of data.

**39. What are the top metrics and KPIs regularly used by the agency to evaluate its operations? Please be specific about which data points are monitored by the agency.**

<b>Metrics</b>	<b>Description</b>	<b>Target</b>
Key Performance Indicator	Percentage of requested homicide cases completed within 60 days from the date the analyst was assigned the case.	90%
Key Performance Indicator	Percentage of Biological Terrorism and Chemical Terrorism samples analyzed within 24 hours.	90%
Key Performance Indicator	Percentage of priority cases as designated by the contributor and marked in LIMS completed within 60 days from the date the analyst was assigned the case.	90%
Key Performance Indicator	Percent of action steps in a Quality Corrective Action Reports that are completed by the action step date.	90%
Key Performance Indicator	Percent of scientists meeting technical competency requirements.	90%
Key Performance Indicator	Percent of safety incident reports submitted to DFS Safety Officer within 48 hours.	90%

**40. Please list the task forces and organizations of which the agency is a member.**

The Department of Forensic Sciences belongs to two organizations, the Association of Public Health Laboratories, and the Clinical Laboratory Standards Institute.

**41. Please explain the impact on your agency of any legislation passed at the federal level during FY17 and FY18, to date, which significantly affected agency operations.**

No legislation passed at the federal level during FY17 and FY18 that significantly affected DFS.

**42. Please describe any steps the agency took in FY17 and FY18, to date, to improve the transparency of agency operations.**

The Department of Forensic Science (DFS) has improved the transparency of agency operations with other agencies in the District by hosting regular meetings with our stakeholders. DFS host bi-monthly Agency Wide All hands meeting to provide high level



objectives of the agency. In addition, DFS maintains an internal SharePoint platform to serve as an inter-agency communications message board, repository for branding logos and documentation, overtime tracking, inventory tracking and purchase request, and committee participation. The Forensic Science Laboratory and Crime Scene Sciences Division meet on a biweekly basis with MPD, OAG and USAO to discuss high priority cases, upcoming cases and the status of evidence testing. The Public Health Laboratory also has a biweekly conference call with DOH to discuss all Zika cases being tested, potential outbreaks and status updates. Additionally, DFS shares information with the public through the posting of its Annual Report and Performance Plan. Finally, DFS is committed to transparency by making records available online in the Open Government and FOIA section of the agency webpage. This information includes the organizational chart, financial information, operations and any public testimony or meeting minutes.

DFS also participated in various community outreach efforts with our local stakeholders to enhance transparency. These events included the National Forensic Science Week that included a speaker series on the latest technology and advances in forensics and public health. In addition, DFS also participates in the High School Internship program, the Anacostia Public Safety Academy, and the ongoing Advisory Neighborhood Commission Board meetings.

**43. Please identify all electronic databases maintained by your agency, including the following:**

- a. A detailed description of the information tracked within each system;**
- b. The age of the system and any discussion of substantial upgrades that have been made or are planned to the system; and**
- c. Whether the public can be granted access to all or part of each system.**

<b>System/ Dataset</b>	<b>Description</b>	<b>Public Access/Classification</b>	<b>Date System was Initiated</b>
JusticeTrax Laboratory Information System	Contains All Forensic Case Related Data for Tracking Evidence, Chain of Custody. Contains Final Reports and Includes CODIS, NIBIN, and AFIS related information.	Public Safety/Security Sensitive Information	10/1/2016
StacsDNA System	Contains DNA Sample Processing data for the Forensic Biology Unit.	Public Safety/Security Sensitive Information	10/1/2016
Qualtrax	DFS Policies and Procedures Document Management System.	Public Safety/Security Sensitive Information	2014





Horizon Laboratory Information System	Contains Public Health Laboratory Sample Testing Information and Report Tracking.	HIPPA/Patient Data/Private Information	Originally deployed by DOH and used between 2005-2014. Restarted 7/2016 for some but not all testing
Inflow	Operational Inventory of Supplies, PPE, and Consumables.	Not Restricted	1/1/2017
osTicket	Work Ticket System for Operations and IT.	Not Restricted	6/1/2014

**44. Please provide a detailed description of any new technology acquired in FY17 and FY18, to date, including the cost, where it is used, and what it does. Please explain if there have there been any issues with implementation.**

New Technology	Cost	Significance
New version of Horizon ChemWare	\$186,000	The new version of ChemWare implemented in the Public Health Laboratory helps improve adhoc query capabilities which allow users to quickly query data, export the results, and share the data immediately. In addition, the new version includes alert functions that enables notifications and chart improvements.
Interface Lab Instruments into ChemWare	\$96,000	The interface lab instrument will help increase the lab productivity, data quality, and integrity for the Public Health Laboratory.
Server Cluster	\$208,000	This new server cluster will increase storage for LIMS agency wide.
Puppet Configuration Management	\$12,000	The Puppet Configuration Management system will help automate repetitive tasks such as virtual machines agency wide.
Installed Ricoh Multifunction printers	\$22,000	Multifunction printers were installed throughout DFS. They are environmentally friendly, create cost savings, space saving capability, and have extra functions.



New Technology	Cost	Significance
Four (4) Sharp 80 inch TV	\$40,000	The Forensic Technology Unit took over Audio Video Request from DGS in the conference rooms. Two TVs are used for training, presenting, and online meetings used agency wide, while the other two are used exclusively by the Forensic Science Laboratory division.
Projectors	\$12,000	DFS will utilize the projectors to display presentations for our District and Federal Stakeholders. In addition, projectors will be used in our everyday routine meetings and potential candidate interviews.
Digital Evidence Storage	\$1,000,000	DFS had a need for fast, high capacity online storage onsite due to accreditation and ISO compliance as well as to maintain acceptable performance while processing large amounts of digital scientific and forensic data agency-wide. This funding was approved as part of FY18 Capital budget, non capital eligible.

**45. How many in-person training programs took place in FY17 and FY18, to date?**

DFS offered 69 in-person training programs that focused on scientific and technical training as well as soft-skills professional development. The bulk of the in-person trainings were geared towards key technical personnel directly related to the training topic.

Attachment L has a list of all in-person training programs that took place in FY2017 and FY2018, to date. Certain courses were offered multiple times, but were only counted once for this dataset. In-person training was defined as any training that was not web-based or conference.

**46. What training deficiencies, if any, did the agency identify during FY17 and FY18, to date?**

DFS surveys staff members yearly to determine the training needs of the agency. In collaboration with Unit Managers and the Training staff, we are able to determine the type of training that is needed for individuals. Each year, technical staff is given a proficiency test based on their specific duty to ensure they are maintaining the expected proficiency levels. In addition, we provided the following trainings during FY17 and FY18, to date:

**Agency-Wide**

1. Generations in the Workplace- Training was provided due to the influx of millennial workers to DFS. This training began in 2017 and continues in 2018. This is a required course for DFS employees. This course is helpful in communicating across the generations in the workplace.



2. Emerging Leaders- Training program designed to build future leaders within the organization. This program will begin in FY18.
3. In FY18, DFS will prepare for ISO/IEC 17025 and Audit Prep for Forensic Agencies. This is required to train internal personnel on how to conduct internal audits of the labs using international standards.

#### **Crime Scene Sciences**

1. Certified Public Safety Laser Scan Technician training was conducted in FY17 to ensure all Crime Scene Sciences staff was trained on using the Leica Scan Station. The scan station renders 3D laser scans of crime scenes.
2. In FY17, 16 Crime Scene Scientists were certified by the International Association of Identification in 2017 as Certified Crime Scene investigators. In FY18, 12 Crime Scene Scientists will complete the certification process. This certification is not a requirement, but it shows competency as a Crime Scene Scientist in the field.

#### **Public Health Laboratory**

1. In FY18, PHL will prepare to resume Zika testing. Training on new protocols will be ongoing and include competency testing of personnel who conduct Zika testing.

#### **Forensic Science Laboratory**

1. In response to the September 2016 release of the President's Council of Advisors on Science and Technology (PCAST) report titled "Forensic Science in Criminal Courts: Ensuring Scientific Validity of Feature-Comparison Methods", PCAST training took place in FY17 for Forensic Science Laboratory staff.
2. The Forensic Biology Unit (FBU) participated in STRmix Training for the STRmix new forensic software used by the DFS FBU to interpret complex DNA mixtures.
3. The Forensic Science Laboratory will participate in Mideo training in FY18, digital evidence management software that will be used by FSL staff to store and access case related images and media assets.

#### **47. Please describe the members' attendance and the major initiatives of the Science Advisory Board in FY17 and FY18, to date.**

For FY17, the Science Advisory Board major initiatives included addressing the issue of incorrect results in the Firearms Examination Unit, validation of Globafiler and STRMix processes in Forensic Biology, addressing the issue of Zika testing in the Public Health Laboratory, establishment of the Forensic Chemistry Unit, and the ongoing discussion of the routine Quality Assurance Audits. In FY18, the Science Advisory Board will convene its first meeting in January and will continue to discuss relevant concerns for DFS.

Please refer to the response to question 31 for member attendance.

**48. Please describe the updates that the agency has made to staffing, management, operations, and quality assurance in the Public Health Laboratory in FY17 and FY18, to date.**

**a. Has the agency resumed all Zika testing in-house? How many samples were tested for the Zika virus in FY17 and FY18, to date, by month tested?**

In FY17, the DFS Public Health Laboratory continued Zika molecular testing without any interruptions in testing. Zika virus disease testing (MAC ELISA) continues to be sent out to the Centers for Disease Control and Prevention (CDC) for testing. The PHL has not resumed Zika serology (MAC-ELISA) testing as of yet. In FY17, the PHL tested 734 patients and 1,468 samples. In FY18, the PHL has tested 29 patients and 58 samples have been tested in-house, to date (12/26/17). The PHL has been working diligently to improve quality assurance measures, revise protocols, and conduct studies to ensure accurate results. The CDC continues to change and modify the test and test requirements, thus forcing the PHL to modify and re-verify the test. The most recent update occurred on 5/3/2017. PHL has hired a new Virology/Immunology Unit Manager, who comes from the Texas state public health laboratory and was in charge of their Zika virus serology testing. Dr. Pushker Raj, has made the appropriate modifications to ensure that the laboratory is abiding by the new CDC quality assurance measures. PHL will be sending an approval package to the Centers for Medicare and Medicaid Services (CMS) in early January with the anticipation of resuming testing shortly thereafter.

Additionally, the agency purchased new instruments and is currently conducting verification testing before the instruments can be used for patient testing. DFS expects that Zika serology testing will be resumed in-house shortly after final approval from CMS, which the DFS requested in January 2018. The laboratory will also be embarking on a study to examine the best serological testing algorithm for Zika virus determination.

**b. Please describe how the addition of a quality control test has changed the testing process within the Public Health Laboratory.**

The process for testing for Zika virus through serological methods has not changed dramatically. To clarify, there were always quality control and quality assurance measures in place for this testing, which is how DFS identified issues in the past. The one change has been the addition of an extra negative control, which is a change that was brought to the attention of the CDC by the DC PHL. The way the test was originally designed failed to meet regulatory requirements set forth by CMS. The MAC-ELISA test now meets these requirements after modification by the CDC. The only delay is due to the constant change in the test methodology as set forth by the CDC. As discussed previously, there are new quality assurance measures that the CDC just announced and that the laboratory is currently adopting.

**c. Please describe the current status of the District's mosquito surveillance program to test for West Nile, dengue, chikungunya, and Zika viruses.**

There have been no recent changes to the District's mosquito surveillance program, which tests for West Nile, dengue, chikungunya and Zika viruses. In FY17 the mosquito surveillance program operated from May through October. Overall, DFS tested 518 mosquito pools, with almost half of those belonging to the Aedes species, which is the primary vector for Zika, dengue, and chikungunya viruses, and no positive pools detected. This means that none of the mosquitos tested harbor these viruses. However, a total of 5 mosquito pools tested positive for West Nile virus, with 2 positive pools in ward 4, and 1 positive pool in wards 1, 3, and 5. This indicates that mosquitos in those wards harbor the virus that causes West Nile, a finding that is not unusual for the District.

In FY18 the Department of Health is planning on having the mosquito surveillance testing go from May until September.

**49. How did the agency strengthen communication and collaboration between stakeholder agencies in FY17 and FY18, to date?**

DFS regularly conducts trainings with stakeholders including MPD, OAG and USAO, to ensure they are kept abreast of any changes and to continually teach new and seasoned investigators and attorneys about FSL's capabilities. Weekly meetings, such as the Ops meeting and MPD conference call, allow us to work with MPD in prioritizing cases and developing testing plans. Interagency meetings allow our Forensic Science Laboratory to troubleshoot any issues that involve multiple customers and also ensure ongoing communication between all agencies. We have also invited additional customers to the Interagency meeting, such as MPD's ECB, which has assisted in facilitating evidence transfers to DFS so FSL can conduct requested testing in a timely manner.

In FY17, the DFS Director met one-on-one with Stakeholder Directors to ensure collaboration efforts and guide high-level objectives of the agencies. Below is a list of stakeholder meetings that were conducted in FY17 and FY18, to date:

**Stakeholder Council Meeting**

- The Director of DFS attended three (3) Stakeholder Council Meetings in FY17 and FY18, to date.

**One-on-One Stakeholder Meeting**

- The Director of DFS attended three (3) one-on-one meetings with the Chief Newsham, of the Metropolitan Police Department, in FY 17 and FY18, to date.
- The Director of DFS met twice with the US Attorney's Office, once with US Attorney Liu and once with US Attorney Phillips in FY17 and FY18, to date.
- The Director of DFS attended two (2) one-on-one meetings with the Department of Health Director, Dr. Nesbit, in FY17.
- The Director of DFS attended a one-on-one meeting with the Office of the Chief Medical Examiner, Dr. Mitchell, in FY18.

- The Director of DFS attended two (2) one-on-one meetings with Chief Dean, of the Fire and Emergency Medical Services Department, in FY17.
  - The Director of DFS attended a one-on-one with the Director of the Public Defender Service for the District of Columbia in FY17.
  - The Director of DFS attended two (2) one-on-one meetings with Attorney General Racine in FY17.
- a. On how many occasions did the agency convene the Stakeholder Council in FY17 and FY18, to date? What were the major topics explored during the Council meetings?**

The Deputy Mayor of the Public and Safety Cluster convenes the Stakeholder Council. This meeting is held twice a year with Stakeholder Agency Directors. The major topics explored during this meeting in FY17 and FY18, to date, can be found in the table below.

Stakeholder Council Meetings	
Date	Topics Addressed
12/1/16	During this Stakeholder Council Meeting, DFS updated the Council on the Forensic Chemistry Unit (FCU) and DEA Agreement. In addition, the Stakeholder Council addressed the additional Crime Scene Scientists recruitment plan to meet the Mayoral “Safer, Stronger DC” Initiative.
8/31/17	During the Stakeholder Council Meeting, DFS updated the Council on FY18 agency initiatives and DFS FY18 budget. In addition, DFS updated the Stakeholder Council on all the Divisions programs and accomplishments.
11/30/17	During the Stakeholder Council Meeting, DFS addressed the council on the partnership with University of the District of Columbia and updates on all Divisions. DFS provided information on future projects within each Division.

**50. Please list all cases processed in FY17 and FY18, to date, by unit, case type, and turn-around time, including sexual assault kits. How many of each case type are “backlogged”? How many of each case were processed by an outside contractor?**

Please see attachment M

**51. How many sexual assault forensic examination kits were received by DFS from MPD within seven days after the sexual assault victim made a report to MPD, as required by section 202(a)(1) of the Sexual Assault Victim Rights Act of 2014 (“SAVRAA”), effective November 20, 2014 (D.C. Law 20-139; D.C. Official Code § 4-561.02)? How many kits were received later than seven days?**

- a. How many kits were processed in accordance with section 202(b) of SAVRAA?**





In FY17, DFS has received 265 Sexual Assault kits. Per section 202(a) of the Sexual Assault Victim Rights Act of 2014 (SAVRAA), DFS is not involved in the transfer of kits from MPD to DFS and therefore has no knowledge of how many kits were received within seven days or after seven days. Out of the 265 kits received, 238 kits were tested at DFS. The remaining 27 kits were not tested at DFS due to the following factors: assault happened outside of DC (2), survivor declined police services after initial transfer to the lab (22), and the United States Attorney Office sent kit for outsourcing testing (3).

**b. Is the agency compliant with section 210 of SAVRAA?**

In FY17, the average turnaround time for testing Sexual Assault kits was 68.5 days. All kits with permission to consume delays less than 30 days were completed in accordance with section 202(b) of SAVRAA. However seven kits exceeded the 90 days outlined in SAVRAA, varying from 92 days to 176 days. The agency continues to work to ensure that kit testing does not exceed 90 days. DFS is compliant with section 210 of SAVRAA and reports the number of kits examined and the corresponding turnaround time within the annual report.

**52. How many vacancies remain for investigators in the Crime Scene Sciences Division? What is the status of these vacancies?**

**a. How many retired MPD members has the agency hired in this division?**

As of January 11, 2018, DFS Crime Scene Sciences Unit has a total of 61 FTEs and 16 vacancies. Currently, 9 of the vacant positions are in the hiring process and 5 potential candidates are projected to begin no later than January 22, 2018. All vacant Crime Scene Scientist positions are currently posted and DFS anticipates filling the remaining positions in the second quarter of this fiscal year to achieve the full complement Crime Scene Sciences Division. DFS has hired 6 retired MPD officers.

**53. Please talk about any improvements made to the Forensic Science Laboratory Division in FY17 and FY18, to date.**

The Forensic Science Laboratory Division collects, examines, analyzes and reports on physical evidence submitted in criminal cases. In FY17, the Latent Fingerprint Unit (LFU) improved their Standard Operating Procedures to help streamline processes, improve efficiency, and reflect changes made by the implementation of LIMS JusticeTrax. In addition, LFU focused on increasing the quality and transparency of examinations and work product by adopting the Mideo System. The Mideo System is used as a complement to LIMS to improve image management and storage, comprehensive detailed worksheets for case notes, and tools that can visually analyze and compare latent finger prints. FSL is currently awaiting the system modification necessary for casework for Mideo and plans to have Mideo implemented by Q3 of FY18.





The Forensic Biology Unit (FBU) successfully passed a two day audit of the FBI's Quality Assurance Standards. In addition, FBU completely eliminated the District's sexual kit backlog by increasing laboratory capacity. FBU completed validation of the GlobalFiler procedure and has implemented this procedure which allows for testing at 24 locations on the DNA strand. The procedure, which interprets more DNA evidence than before, provides an increased ability to include and exclude individuals from crime scene evidence, and allows compatibility with international samples. In FY17, four Firearm Examiners completed the Firearms Training Program in the Forensic Examination Unit (FEU). This accomplishment will help increase in-house testing and decrease expenditures for outsourcing. FEU is currently using Gun-Ops for NIBIN data entry that allows users to visualize (by map) the investigative leads and confirmed hits, established by the National Integrated Ballistic Information Network (NIBIN).

In FY17, DFS established the Digital Evidence Unit to increase the District's investigation testing capabilities concerning a wide variety of cybercrimes and fraud. DEU conducts advanced and highly specialized computer forensic investigations and analyses, data recovery, and electronic discovery from digital media to include a wide variety of mobile computer devices, cell phones, and skimmers. In addition, DEU increased their caseload by working 321 cases with an average turnaround time of 5 days and currently have no backlog.

**54. Please describe any updates or changes made from the Digital Forensics Capital Budget funding in the Digital Forensics Unit after the FY18 budget was passed.**

The Digital Forensic Storage Capital Project is implemented by the DFS Forensic Technology Unit throughout the entire agency to support digital storage needs. In FY18, the Forensic Technology Unit (FTU) is working through the procurement process to purchase a digital storage solution. We have met with vendors and worked out the best solution to meet our storage capacity requirement.

**55. How has the “Department of Forensic Sciences Establishment Amendment Act of 2017” – passed in the FY18 Budget Support Act – changed or improved agency operations? Have any issues arisen with its implementation?**

Currently, DFS is working with the Office of the Chief Financial Officer to certify our anticipated budget from the BioWatch Program from the Department of Homeland Security. Upon establishment, the fund will support DFS laboratory needs. The agency is awaiting the Office of Budget and Planning to establish the DFS Laboratory Fund. No issues have arisen with implementation.

**56. What is the agency's cybersecurity investigation capacity? How did the agency utilize this capacity in FY17 and FY18, to date?**

DFS currently has a designated Agency Information Security Officer (AISO) who conducts internal cybersecurity investigations. The AISO works with the OCTO Security Operations Center to ensure the agency has met the cybersecurity requirements such as



patch management conducted on a regular basis in accordance with OCTO policy. In FY17, seven internal cybersecurity investigations were conducted by the AISO which involved Malware infectious on user workstations. The DFS Forensic Technology Unit (FTU) has the capacity to conduct malware forensics, reverse engineering, and log management. Periodically, the AISO conducts White Box Penetration testing of systems housed in the Consolidated Forensic Laboratory's Server Room to identify and fix any detected vulnerabilities.

**57. Please describe the GunOps firearms tracking system and any relevant metrics.**

Gun-Ops is a secured cloud-based web application that allows users to visualize (by map) the investigative leads and confirmed hits, established by the National Integrated Ballistic Information Network (NIBIN). More specifically, this application gives the Firearms Examination Unit and local law enforcement agencies the opportunity to view the location(s) where a gun was used in multiple crimes. Currently, DFS is using Gun-Ops for NIBIN data entry. The relevant metrics obtained in this system are any NIBIN Leads and NIBIN Hit information from data entered into the system.

## **Department of Forensic Sciences Roles and Responsibilities for each division and subdivision:**

### ***Directorate Operations & Agency Management***

#### **SUMMARY OF SERVICES**

Directorate Operations and Agency Management – provides for administrative support and the required tools to achieve operational and programmatic results. This division is standard for all agencies using performance-based budgeting. This division also contains the following activities that support the entire agency:

- Quality – ensures that DFS produces products that are fit for stakeholders’ purposes and that fitness is maintained or improved; maintains ISO 17025 accreditation for the agency, maintains Clinical Laboratory Improvement Act (CLIA) certification, as well as, compliance with applicable federal regulations such as the Division of Select Agents and Toxins (DSAT).
- Training & Development – provides training curriculum to DFS employees to ensure professional development, maintaining skill sets, meets standards of excellence, and high quality, accurate, and reliable services;
- Information Technology – provides agency-wide support on information technology systems and to enhance DFS services through the most appropriate technology available.

### ***Forensic Sciences Laboratory Division***

#### **SUMMARY OF SERVICES**

The Forensic Science Laboratory (FSL) Division provides independent scientific examinations and analysis to stakeholders submitting physical evidence in criminal cases, providing these services to District governmental agencies and neighboring Federal agencies. The FSL currently provides examinations for biological samples (DNA and fingerprinting), chemical and materials samples (coatings, glass, textiles, composites), and physical samples (firearms and digital evidence). The FSL works with public attorneys—prosecution and defense—as well as the courts and allied criminal justice agencies to serve and improve scientific information for public safety. This division contains the following activities:

- Forensic Biology Unit (FBU) – provides analysis of blood and other tissue samples for identification.
- Latent Fingerprint Unit (LFU) – provides latent fingerprint analysis for the identification, exclusion or elimination of known persons.
- Firearms Examination Unit (FEU) – provides analysis of firearms and ammunition.
- Forensic Intelligence Unit (FIU) – provides analysis of forensic data to link together crime scenes and evidence.
- Digital Evidence Unit (DEU) – provides analysis of digital evidence from crime scenes.

***Public Health Laboratory Division***  
**SUMMARY OF SERVICES**

The Public Health Laboratory (PHL) Division provides testing of biological and chemical samples that relate to public health and safety, such as infectious diseases, hazardous chemicals, or biological contamination, up to and including bio- or chemical terrorist attacks. The PHL routinely liaises with the Centers for Disease Control and the Association of Public Health Laboratories, representing the national capital region as the laboratory of record. This division provides the following activities:

- Microbiology Unit – provides analyses of microbial pathogens that are infectious to people, such as diseases or food-borne illnesses.
- Molecular Diagnostic Unit – provides the analysis of DNA to identify infectious organisms or biological threats (bio-terrorism).
- Virology/Immunology Unit – tests for outbreaks of virus-based diseases, like West Nile and influenza.
- Accessioning Unit – Sample acceptance, accounting, and transfer.
- Forensic Chemistry Unit – provides analyses for the presence of illegal substances.

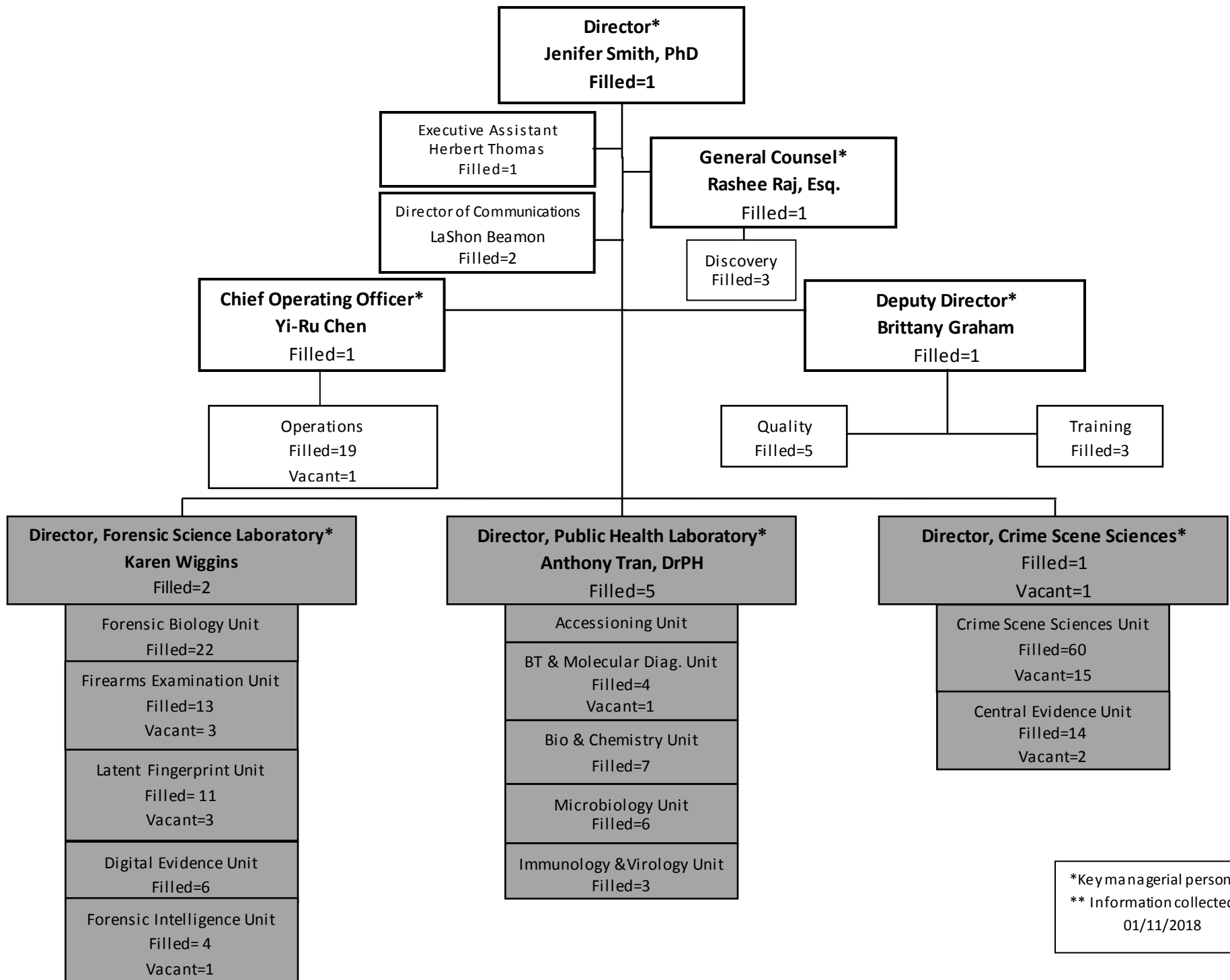
***Crime Scene Sciences Division***  
**SUMMARY OF SERVICES**

The Crime Scene Sciences (CSS) Division consists of highly trained civilian scientists that will assume responsibilities for crime scene response and evidence handling and processing from the Metropolitan Police Department (MPD). The goal is to provide additional science at the scene, to generate forensic intelligence—backed by science—early in the investigation, and to process and track evidence for immediate and future analysis. Transition of responsibilities from MPD and staffing this Division is on-going and dependent upon appropriate funding. This Division includes the following activities:

- Crime Scene Sciences Unit (CSSU)
- Central Evidence Unit (CEU)

**Department of Forensic Sciences Explanation of Changes made in FY17**

In FY17, DFS on-boarded several mid-level managers across the agency including the Central Evidence Unit Manager, Microbiology Unit Manager, and Immunology & Virology Unit Manager. In addition, DFS worked with OCFO to identify a FTE for the Agency Fiscal Officer position. In FY18, DFS will work to fill the Crime Scene Sciences Director position.



\*Key managerial personnel  
\*\* Information collected on  
01/11/2018

**2. Please provide a current Schedule A for the agency which identifies each position by program and activity, with the employee's title/position, salary, fringe benefits, and length of time with the agency. Please note the date that the information was collected. The Schedule A should also indicate if the position is continuing/term/temporary/contract or if it is vacant or frozen. Please separate salary and fringe and indicate whether the position must be filled to comply with federal or local law.**

Posn Nbr	Vac Stat	Prgm Code	Activity	Title	Name	Hire Date	Reg/Temp/ Term	Salary	Fringe	Federal/Local Requirement
00002210	F	4020	4020	Central Evidence Unit Supervisor	Pettus, Natasha	10/6/2013	Reg	\$101,077.00	\$22,944.48	Local Requirement
00004390	F	2020	2020	Forensic Scientist III	Johnson, Nikia	10/1/2012	Reg	\$101,712.00	\$23,088.62	Local Requirement
00004918	V	2020	2020	Forensic Science Technician			Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00005200	F	2020	2020	Forensic Scientist	Lewis, Lisa	10/1/2012	Reg	\$ 94,978.00	\$21,560.01	Local Requirement
00005945	F	2020	2020	Forensic Scientist Supervisor	Pope, Jonathaniel	10/1/2012	Reg	\$117,216.06	\$26,608.05	Local Requirement
00007795	F	3020	3020	Chemist	Jackson, Olin	4/29/2013	Reg	\$ 80,806.00	\$18,342.96	Local Requirement
00008729	F	2020	2020	Lead Forensic Scientist	Fudge, Kristen	1/08/2018	Reg	\$ 95,791.00	\$21,744.56	Local Requirement
00008767	F	1040	1040	IT Specialist	Jackson, James	10/1/2012	Reg	\$101,826.00	\$23,114.50	Local Requirement
00009778	F	3020	3020	Medical Technologist	McKnight, Rakeiya	11/30/2015	Reg	\$ 75,319.00	\$17,097.41	Local Requirement
00009995	F	2020	2020	Lead Forensic Scientist	Evans, Barbara	10/1/2012	Reg	\$111,131.00	\$25,226.74	Local Requirement
00010573	V	2020	2020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00010870	F	2020	2020	Forensic Scientist Supervisor	Walraven, Tracy	7/11/2016	Reg	\$129,433.21	\$29,381.34	Local Requirement
00010968	F	2020	2020	Forensic Scientist	Wilkerson, Cynthia	10/1/2012	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00010973	V	2020	2020	Forensic Scientist			Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00011046	F	4020	4020	Forensic Scientist	Olander, Cody	4/18/2016	Reg	\$ 69,395.00	\$15,752.67	Local Requirement

00011407	F	2020	2020	Forensic Scientist III	Hopkinson, Krystyna	10/1/2012	Reg	\$101,712.00	\$23,088.62	Local Requirement
00012406	F	3010	3010	Public Health Laboratory Director	Tran, Anthony	9/19/2016	Reg	\$152,213.40	\$34,552.44	Local Requirement
00012474	F	2020	2020	Forensic Scientist	Peters, Christina	11/2/2015	Term	\$ 90,254.00	\$20,487.66	Local Requirement
00012503	F	2020	2020	Fingerprint Specialist	Sensabaugh, Roslyn	10/1/2012	Reg	\$ 97,340.00	\$22,096.18	Local Requirement
00013956	F	1090	1090	Quality Assurance Specialist	Beyer, Jessica	10/19/2015	Reg	\$ 91,438.00	\$20,756.43	Local Requirement
00015594	F	2020	2020	Forensic Science Technician	Talley, Terri	6/2/2014	Reg	\$ 54,299.00	\$12,325.87	Local Requirement
00015878	F	3020	3020	Forensic Scientist Supervisor	Raj, Pushker	9/5/2017	Reg	\$139,522.00	\$31,671.49	Local Requirement
00016506	V	2020	2020	Forensic Scientist			Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00016805	F	2020	2020	Clerical Assistant	Flemmings, Jessica	10/1/2012	Reg	\$ 50,089.00	\$11,370.20	Local Requirement
00018720	F	1090	1090	Management & Program Analyst	Williams, Alexis	7/10/2017	Reg	\$ 81,050.00	\$18,398.35	Local Requirement
00019070	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00019830	F	2020	2020	Forensic Scientist Supervisor	Beckman, Jessica Anne	7/29/2013	Reg	\$113,802.00	\$25,833.05	Local Requirement
00020554	F	3020	3020	Medical Technologist	Morris, Katherine	6/12/2017	Reg	\$ 62,458.00	\$14,177.97	Local Requirement
00022990	F	1040	1040	Information Technology Special	Johnson, Renee Gordon	10/1/2012	Reg	\$ 89,992.00	\$20,428.18	Local Requirement
00025420	F	2020	2020	Forensic Scientist	Glover, Diane Downing	10/1/2012	Reg	\$ 97,340.00	\$22,096.18	Local Requirement
00026603	F	2020	2020	Forensic Scientist	Bailey, Laketa	10/1/2012	Reg	\$ 67,807.00	\$15,392.19	Local Requirement
00026615	F	2020	2020	Forensic Scientist	Graves, Gloria	10/1/2012	Reg	\$104,523.00	\$23,726.72	Local Requirement
00026627	F	4010	4010	Forensic Science Technician	Tarte, Melissa	10/17/2016	Reg	\$ 55,929.00	\$12,695.88	Local Requirement
00026848	F	2020	2020	Forensic Scientist	Rountree, Angelic	12/12/2016	Reg	\$ 78,444.00	\$17,806.79	Local Requirement



00028702	F	2020	2020	Forensic Science Technician	Drennen, Julia	12/1/2014	Reg	\$ 55,929.00	\$12,695.88	Local Requirement
00029182	F	2020	2020	Forensic Scientist III	Himrod, Jennifer	4/20/2015	Reg	\$ 98,901.00	\$22,450.53	Local Requirement
00029188	F	2020	2020	Forensic Intelligence Analyst	Mayberry, Jeffery	8/7/2017	Reg	\$ 76,894.00	\$17,454.94	Local Requirement
00029189	F	1055	1055	Safety & Occup. Hlth. Manager	Grier, Patricia	1/7/2013	Reg	\$106,923.34	\$24,271.60	Local Requirement
00029190	F	2020	2020	Forensic Scientist Tech. Lead	Wolti, Susan	10/19/2015	Reg	\$111,131.00	\$25,226.74	Local Requirement
00029191	F	1090	1090	Operations Program Manager	McMullen, Patricia	5/6/2013	Reg	\$ 86,659.78	\$19,671.77	Local Requirement
00032361	F	2010	2010	Laboratory Director	Wiggins, Karen	1/14/2013	Reg	\$154,869.00	\$35,155.26	Local Requirement
00032425	F	2020	2020	Forensic Scientist III	Williams, Candice	10/1/2012	Reg	\$101,712.00	\$23,088.62	Local Requirement
00032426	F	2020	2020	Forensic Scientist III	Mills, Shana	9/23/2013	Reg	\$ 93,279.00	\$21,174.33	Local Requirement
00033066	F	2020	2020	Forensic Scientist III	Ferragut, Julie Marie	9/23/2013	Reg	\$ 90,468.00	\$20,536.24	Local Requirement
00035425	F	3020	3020	Medical Technologist	Merid, Sosina	10/1/2012	Reg	\$ 85,529.00	\$19,415.08	Local Requirement
00035426	F	1055	1055	Safety and Occupational Health	Geter, Regina	10/1/2012	Reg	\$ 85,626.00	\$19,437.10	Local Requirement
00035487	F	2020	2020	Forensic Scientist III	Skillman, Jessica	10/1/2012	Reg	\$107,334.00	\$24,364.82	Local Requirement
00035581	V	3020	3020	Forensic Scientist Supervisor			Reg	\$119,591.00	\$27,147.16	Local Requirement
00035582	F	3020	3020	Supervisory Chemist	Short, Luke	1/7/2013	Reg	\$121,323.09	\$27,540.34	Local Requirement
00036410	F	3010	3010	Quality Assurance Specialist	Akanegbu, Carol S	10/01/2012	Reg	\$ 91,438.00	\$20,756.43	Local Requirement
00036632	F	3020	3020	Chemist	Taylor, Glen	8/26/2002	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00039865	F	3020	3020	Medical Technologist	Blackwell, Reginald	9/18/2006	Reg	\$ 85,529.00	\$19,415.08	Local Requirement
00040882	F	2010	2010	Quality Assurance	Feko ,	7/10/2017	Reg	\$104,423.00	\$23,704.02	Local

				Specialist	Mahkaping					Requirement
00042600	F	4020	4020	Central Evidence Specialist	Hazelton, Veronda	1/08/2018	Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00042603	F	4020	4020	Central Evidence Specialist	Whittington, Sheila	10/6/2013	Reg	\$ 65,709.00	\$14,915.94	Local Requirement
00042612	F	2020	2020	Forensic Scientist Manager (DNA)	Borchardt, Andrea	11/2/2015	Reg	\$129,433.21	\$29,381.34	Local Requirement
00042613	F	2020	2020	Lead Forensic Scientist (DNA)	MacBean, Laura	10/1/2012	Reg	\$111,131.00	\$25,226.74	Local Requirement
00044562	F	1090	1090	Director of Forensic Sciences	Smith, Jenifer Ann	7/20/2015	Term	\$221,959.38	\$50,384.78	Local Requirement
00045076	F	4020	4020	Forensic Scientist	Assayag, Raquel	6/16/2014	Reg	\$ 63,467.00	\$14,407.01	Local Requirement
00045088	F	4020	4020	Forensic Scientist	Goolsarran, Nandani	8/25/2014	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00045091	V	4020	4020	Central Evidence Specialist			Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00045829	F	3010	3010	Quality Assurance Specialist	Sawant, Meera	12/11/2017	Reg	\$ 88,841.00	\$20,166.91	Local Requirement
00046344	F	3020	3020	Medical Technologist	Williams, Brandon	1/08/2018	Reg	\$ 69,400.00	\$15,753.80	Local Requirement
00046468	F	3010	3010	Clerical Assistant (OA)	Smith, Dorothy	4/9/2012	Reg	\$ 48,122.00	\$10,923.69	Local Requirement
00046885	F	3020	3020	Microbiologist (Virology)	Kabra, Kareem	8/7/2017	Reg	\$ 70,345.00	\$15,968.32	Local Requirement
00047077	F	1090	1090	Administrative Officer	Belle, Cherry	10/1/2012	Reg	\$ 65,987.00	\$14,979.05	Local Requirement
00048135	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00070761	F	2010	2010	Staff Assistant	Zafar-Qureshi, Nergis	2/6/2017	Term	\$ 47,185.00	\$10,711.00	Local Requirement
00075332	F	3020	3020	Medical Technologist	Weeden, Cleveland	10/1/2012	Reg	\$ 89,992.00	\$20,428.18	Local Requirement
00076752	F	3020	3020	Forensic Scientist Supervisor	Stevenson, Lindsay	5/15/2017	Reg	\$139,522.00	\$31,671.49	Local Requirement
00077070	V	4010	4010	Director, Crime Scene Sciences			Reg	\$132,745.00	\$30,133.12	Local Requirement
00077071	F	1090	1090	Executive Assistant	Thomas,	10/1/2012	Reg	\$ 99,229.00	\$22,524.98	Local

					Herbert B.					Requirement
00077072	F	1010	1010	Management Liaison Specialist	Perry, Eileen	8/10/2015	Term	\$ 53,217.00	\$12,080.26	Local Requirement
00077073	F	1090	1090	Chief Operating Officer	Chen, Yi-Ru	5/5/2013	Reg	\$171,849.32	\$39,009.80	Local Requirement
00077074	F	1015	1015	Program Manager	Reedy, Paul	7/13/2015	Reg	\$129,434.00	\$29,381.52	Local Requirement
00077075	F	1090	1090	Management and Program Analyst	Garrett, Tynekia	12/14/2015	Term	\$ 76,894.00	\$17,454.94	Local Requirement
00077076	F	1090	1090	Deputy Director	Graham, Brittany	3/25/2013	Reg	\$152,213.40	\$34,552.44	Local Requirement
00077077	F	3020	3020	Chemist	Leach, Samantha	9/23/2013	Reg	\$ 75,323.00	\$17,098.32	Local Requirement
00077597	F	1010	1010	Management Liaison Spec	Butler, Carla	1/27/2013	Reg	\$ 94,035.00	\$21,345.95	Local Requirement
00077616	F	1060	1060	General Counsel	Raj, Rashee	8/12/2013	Reg	\$128,400.00	\$29,146.80	Local Requirement
00077617	F	4020	4020	Forensic Scientist	Perkins, LaShon	8/21/2017	Term	\$ 73,347.00	\$16,649.77	Local Requirement
00077618	F	4020	4020	Forensic Scientist	Bischof, Samantha	9/9/2013	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00077619	F	4020	4020	Crime Scene Sciences Supervisor	Greenwalt, Grant	8/24/2015	Reg	\$131,076.77	\$29,754.43	Local Requirement
00077620	F	4020	4020	Forensic Scientist	Iorio, Ryan	4/8/2013	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00077621	F	4020	4020	Forensic Scientist	Jones, April	3/7/2016	Reg	\$ 63,467.00	\$14,407.01	Local Requirement
00077622	F	4020	4020	Forensic Scientist	Mentore, Kaywe	9/9/2013	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00077623	F	4020	4020	Forensic Scientist	Jordan, Diana	5/6/2013	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00077624	V	2020	2020	Forensic Scientist III			Reg	\$ 87,657.00	\$19,898.14	Local Requirement
00077625	F	4020	4020	Forensic Scientist Shift Super	Hilsmeyer, Sara	6/13/2016	Reg	\$ 97,850.00	\$22,211.95	Local Requirement
00077626	F	4020	4020	Forensic Scientist	Halter, Michael	2/8/2016	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00077627	V	4020	4020	Central Evidence			Reg	\$103,992.00	\$23,606.18	Local

				Unit Supervisor						Requirement
00077628	F	4020	4020	Forensic Scientist	Bleach, Carenna	8/26/2013	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00077629	F	4020	4020	Clerical Assistant	Everett, Kimberly	10/06/2013	Reg	\$ 48,122.00	\$10,923.69	Local Requirement
00077630	F	4020	4020	Central Evidence Specialist	White, Lauren	12/13/2015	Reg	\$ 61,491.00	\$13,958.46	Local Requirement
00077631	F	4020	4020	Central Evidence Specialist	Weaver, Troy	7/25/2016	Reg	\$ 61,491.00	\$13,958.46	Local Requirement
00077632	F	4020	4020	Forensic Scientist II	Sylvester, Ninotchka	10/06/2013	Reg	\$ 67,419.00	\$15,304.11	Local Requirement
00077633	V	4020	4020	Forensic Scientist II			Reg	\$ 61,491.00	\$13,958.46	Local Requirement
00077634	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00077635	F	4020	4020	Forensic Scientist	Roundtree, Stacy	8/25/2013	Reg	\$ 80,806.00	\$18,342.96	Local Requirement
00077636	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00077889	F	3010	3010	Special Assistant	Harmon, Kimary	10/1/2012	Reg	\$ 76,894.10	\$17,454.96	Local Requirement
00078047	F	1085	1080	Public Information Officer	Beamon, LaShon	7/20/2015	Reg	\$114,199.00	\$25,923.17	Local Requirement
00082153	F	1060	1060	Attorney Advisor	Smith, Todd	1/9/2017	Reg	\$ 93,120.00	\$21,138.24	Local Requirement
00082589	F	1015	1015	STAFF ASSISTANT	Jackson, Lavonia	7/25/2016	Reg	\$ 59,249.00	\$13,449.52	Local Requirement
00082609	F	1040	1040	Information Technology Specialist	Salbukou, Uladzimir	1/9/2017	Reg	\$ 83,647.00	\$18,987.87	Local Requirement
00082610	F	4020	4020	Forensic Scientist Shift Supervisor	Clements, Kimberly	2/10/2014	Reg	\$ 97,850.00	\$22,211.95	Local Requirement
00082645	F	1040	1040	Supervisory IT Specialist	Steele, Deshaun M	10/2/2017	Reg	\$126,000.00	\$28,602.00	Local Requirement
00082646	F	2020	2020	Forensic Scientist	Silva, Mareena	4/7/2014	Reg	\$ 70,345.00	\$15,968.32	Local Requirement
00082807	F	1090	1090	Staff Assistant	Draughn, Derrick	12/1/2014	Term	\$ 50,201.00	\$11,395.63	Local Requirement

00082808	F	1015	1015	Training Coordinator	Gueye, Aida	9/10/2012	Reg	\$ 58,679.00	\$13,320.13	Local Requirement
00082809	F	4020	4020	Forensic Scientist Shift Supervisor	Allie, John	10/3/2016	Reg	\$ 90,000.00	\$20,430.00	Local Requirement
00082810	F	1090	1090	Management and Program Analyst	Teran, Luis	1/27/2014	Term	\$ 79,077.00	\$17,950.48	Local Requirement
00082811	F	1040	1040	IT Specialist	Reedy, Jacqueline	7/27/2015	Reg	\$ 74,711.00	\$16,959.40	Local Requirement
00082812	V	1040	1040	Info. Tech. Specialist			Reg	\$ 56,852.00	\$12,905.40	Local Requirement
00082813	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00082814	F	4020	4020	Central Evidence Specialist	McDowney, LaToya	12/28/2015	Reg	\$ 55,929.00	\$12,695.88	Local Requirement
00082815	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00082816	F	1085	1080	Public Affairs Specialist	Smalls, Morgan	6/12/2017	Term	\$ 76,894.00	\$17,454.94	Local Requirement
00082817	F	2020	2020	Forensic Scientist II (DNA)	Curtis, Daniel Sterling	6/2/2014	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00083071	V	4020	4020	Central Evidence Unit Supervisor			Reg	\$103,992.00	\$23,606.18	Local Requirement
00083074	F	2020	2020	Forensic Science Technician (F	Conyers, Shelby	11/13/2017	Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00083091	F	2020	2020	Forensic Science Technician (F	Ruiz-Reyes, Jakeline	07/27/2014	Reg	\$ 55,929.00	\$12,695.88	Local Requirement
00083092	V	2020	2020	Forensic Scientist			Reg	\$ 61,491.00	\$13,958.46	Local Requirement
00083093	F	2020	2020	Forensic Scientist	Bustamante, Elizabeth	1/12/2015	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00083094	F	2020	2020	Forensic Scientist	Rachael, Ashley E.	11/3/2014	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00083095	F	2020	2020	Forensic Scientist	Elder, Cody	11/17/2014	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00083096	F	2020	2020	Forensic Scientist	North, Sarah	1/13/2014	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00085447	F	2020	2020	Forensic Scientist	Kasumba Muhangi, Akil	2/23/2015	Reg	\$ 58,679.00	\$13,320.13	Local Requirement

00085448	F	2020	2020	Forensic Scientist	Hahn, Brianna	2/9/2015	Reg	\$ 58,679.00	\$13,320.13	Local Requirement
00085449	F	3020	3020	Lead Chemist	Jones, Brandon	7/11/2016	Reg	\$ 90,468.00	\$20,536.24	Local Requirement
00087608	F	4020	4020	Forensic Scientist Shift Super	Stone, Kristie	8/26/2013	Reg	\$ 86,660.08	\$19,671.84	Local Requirement
00087611	V	4020	4020	Forensic Scientist Shift Super			Reg	\$103,992.00	\$23,606.18	Local Requirement
00087612	F	4020	4020	Central Evidence Unit Manager	Boehm II, William	7/24/2017	Reg	\$113,802.00	\$25,833.05	Local Requirement
00087613	F	4020	4020	Forensic Scientist Shift Super	Price, Erin	10/06/2013	Reg	\$ 86,660.08	\$19,671.84	Local Requirement
00087614	F	1015	1015	Training and Development Speci	Fried, Jonathan	3/23/2015	Reg	\$ 86,244.00	\$19,577.39	Local Requirement
00087617	F	1090	1090	Program Analyst	Burke, Curtis	11/30/2015	Reg	\$ 65,987.00	\$14,979.05	Local Requirement
00087626	F	4020	4020	Fleet and Logistics Manager	Starnier, Joseph	12/28/2015	Reg	\$101,332.43	\$23,002.46	Local Requirement
00087642	F	4010	4010	Staff Assistant	Fu,Shih-Ching	11/14/2016	Term	\$ 48,693.00	\$11,053.31	Local Requirement
00087924	F	4020	4020	Central Evidence Specialist	Buczek, Jillian	12/28/2015	Reg	\$ 54,299.00	\$12,325.87	Local Requirement
00087925	V	4020	4020	Forensic Intelligence Analyst			Reg	\$ 47,185.00	\$10,711.00	Local Requirement
00087971	F	4020	4020	Central Evidence Specialist	Butler, Ebony	7/13/2015	Reg	\$ 54,299.00	\$12,325.87	Local Requirement
00087972	F	4020	4020	Central Evidence Specialist	Younger, Nakisha J	3/20/2016	Reg	\$ 54,299.00	\$12,325.87	Local Requirement
00087973	F	4020	4020	Central Evidence Specialist	Forish, Johanna	7/25/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088246	F	1060	1060	Paralegal Specialist	Stemple, Andrea	1/08/2018	Reg	\$ 56,852.00	\$12,905.40	Local Requirement
00088248	F	4020	4020	Forensic Scientist	Botteicher, Ashley	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088249	F	4020	4020	Forensic Scientist	Hartsock, Elyssa	1/11/2016	Reg	\$ 54,299.00	\$12,325.87	Local Requirement
00088250	F	4020	4020	Forensic Scientist	Schmidt, Gillian	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement

00088251	F	4020	4020	Forensic Scientist	Elensky, Rebecca	8/10/2015	Reg	\$ 55,929.00	\$12,695.88	Local Requirement
00088252	F	4020	4020	Forensic Scientist	Brokaw, Barry	3/7/2016	Reg	\$ 62,449.00	\$14,175.92	Local Requirement
00088253	F	4020	4020	Forensic Scientist	Palmer, Catryna L.	7/28/2014	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00088254	F	4020	4020	Forensic Scientist	Langford, Rodney J	12/12/2016	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00088255	F	4020	4020	Forensic Scientist	Keisling, Matthew	12/12/2016	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00088256	F	4020	4020	Forensic Scientist	Miller, Doshelle	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088257	F	4020	4020	Forensic Scientist	Cheaver, Erika	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088258	F	4020	4020	Forensic Scientist	Miller, Brianna	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088259	F	4020	4020	Forensic Scientist	Luber, Erin	5/6/2013	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00088260	F	4020	4020	Forensic Scientist	Yandura, Danielle	8/10/2015	Reg	\$ 64,079.00	\$14,545.93	Local Requirement
00088261	F	4020	4020	Forensic Scientist	Mendez, Amanda	9/19/2016	Reg	\$ 83,168.00	\$18,879.14	Local Requirement
00088262	F	4020	4020	Forensic Scientist	Harris, Laura	6/13/2016	Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00088263	F	4020	4020	Central Evidence Specialist	Seigny, Melissa L	6/26/2017	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088264	F	4020	4020	Central Evidence Specialist	McCraw, Richard	8/22/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00088265	F	4020	4020	Forensic Scientist III	Everett, Shane	4/3/2017	Reg	\$ 87,657.00	\$19,898.14	Local Requirement
00088266	F	4020	4020	Forensic Scientist III	Ryan, DeAnna	5/6/2013	Reg	\$ 87,657.00	\$19,898.14	Local Requirement
00088267	V	4020	4020	Forensic Scientist			Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00088268	F	4020	4020	Forensic Scientist III	Beaven, Mary	5/31/2016	Reg	\$ 93,279.00	\$21,174.33	Local Requirement
00088269	F	2020	2020	Forensic Scientist I (DNA)	Hickey, Stephanie	8/22/2016	Term	\$ 65,443.00	\$14,855.56	Local Requirement



00088270	F	2020	2020	Forensic Scientist (II)	Parker, Hope	8/22/2016	Term	\$ 78,444.00	\$17,806.79	Local Requirement
00088271	F	4020	4020	Forensic Intelligence Analyst	Mastrovito, Christine	10/1/2012	Reg	\$ 88,841.00	\$20,166.91	Local Requirement
00088282	F	1055	1055	Safety & Occup. Health Spec.	Mando, Rachel	10/30/2017	Term	\$ 62,333.00	\$14,149.59	Local Requirement
00088283	V	1090	1090	Quality Assurance Specialist			Reg	\$ 81,050.00	\$18,398.35	Local Requirement
00088284	F	4020	4020	Forensic Scientist	Roberts, Myeshia	8/26/2013	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00088285	F	4020	4020	Forensic Scientist	Williams, Stephanie	9/23/2013	Reg	\$ 76,082.00	\$17,270.61	Local Requirement
00088286	F	4020	4020	Forensic Scientist III	Hansohn II, Edward C	8/21/2017	Reg	\$ 90,468.00	\$20,536.24	Local Requirement
00088287	F	4020	4020	Forensic Scientist III	Hassberger, Laurel .	8/25/2014	Reg	\$ 87,657.00	\$19,898.14	Local Requirement
00088288	F	4020	4020	Forensic Scientist III	Buszka, Jeffrey	5/20/2013	Reg	\$ 90,468.00	\$20,536.24	Local Requirement
00088289	F	4020	4020	Crime Scene Analyst	Shymansky Jr., Edward	9/6/2016	Reg	\$ 90,468.00	\$20,536.24	Local Requirement
00088319	F	1060	1060	Paralegal Specialist	Hall, Shannon	6/24/2013	Reg	\$ 58,679.00	\$13,320.13	Local Requirement
00090760	F	100F	100F	Agency Fiscal Officer	Parker, Lorrelle	07/10/2017	Reg	\$126,840.00	\$28,792.68	Local Requirement
00090864	F	1040	1040	Information Technology Special	Lowry, Brook	4/20/2014	Reg	\$101,826.00	\$23,114.50	Local Requirement
00090868	F	4020	4020	Fleet Services Coordinator	Heard, Trevor	10/17/2016	Reg	\$ 69,395.00	\$15,752.67	Local Requirement
00090875	F	4020	4020	Forensic Intelligence Analyst	Balma, Chere`	12/11/2017	Reg	\$ 81,050.00	\$18,398.35	Local Requirement
00090876	F	4020	4020	Forensic Scientist Shift Super	Reitnauer, Andrew	12/12/2016	Reg	\$ 95,000.00	\$21,565.00	Local Requirement
00090878	F	4020	4020	Forensic Scientist	Vann, Danielle	3/21/2016	Term	\$ 76,082.00	\$17,270.61	Local Requirement
00090880	F	4020	4020	Forensic Scientist	Sloan, William	10/16/2017	Term	\$ 76,082.00	\$17,270.61	Local Requirement
00090883	F	4020	4020	Forensic Scientist	Jones, Tanesha	2/6/2017	Term	\$ 76,082.00	\$17,270.61	Local Requirement

00090884	F	4020	4020	Forensic Scientist	Covington, Nathaniel	6/12/2017	Reg	\$ 80,806.00	\$18,342.96	Local Requirement
00090885	F	4020	4020	Forensic Scientist	Brooks, Tiffany	3/20/2017	Term	\$ 78,444.00	\$17,806.79	Local Requirement
00090886	F	4020	4020	Forensic Scientist	Narowski, Joy	7/24/2017	Term	\$ 78,444.00	\$17,806.79	Local Requirement
00090887	F	4020	4020	Laboratory Operations Analyst	Mccarroll, Matthew	12/14/2015	Term	\$ 79,077.00	\$17,950.48	Local Requirement
00090891	F	4020	4020	Forensic Scientist	Rojas, Janice	12/12/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090892	F	4020	4020	Forensic Scientist	Gervasoni, Melissa	12/12/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090893	F	4020	4020	Forensic Scientist	Bohme, Victoria	12/12/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090894	F	4020	4020	Forensic Scientist	Barnes, Takarah	7/25/2016	Term	\$ 52,669.00	\$11,955.86	Local Requirement
00090895	F	4020	4020	Forensic Scientist	Ayala, Guadalupe	3/7/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090896	F	4020	4020	Forensic Scientist	Schuster, Rosemarie	12/12/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090898	F	4020	4020	Forensic Scientist	Thompson, Imani	12/12/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00090899	F	4020	4020	Forensic Scientist	Wilson, Reginald	6/27/2016	Reg	\$ 52,669.00	\$11,955.86	Local Requirement
00091353	F	2020	2020	Forensic Scientist	Pfiffner, Katherine	8/7/2017	Reg	\$ 51,039.00	\$11,585.85	Local Requirement
00091354	V	2020	2020	Forensic Scientist Technical L			Reg	\$ 95,791.00	\$21,744.56	Local Requirement
00091355	V	2020	2020	Laboratory Operations Analyst			Reg	\$ 70,345.00	\$15,968.32	Local Requirement
00091356	V	2020	2020	Forensic Scientist Technical L			Reg	\$ 95,791.00	\$21,744.56	Local Requirement
00091357	V	2020	2020	Forensic Scientist			Reg	\$ 78,444.00	\$17,806.79	Local Requirement
00091358	F	2020	2020	Forensic Scientist	Giles, Natalie	6/29/2015	Reg	\$ 61,491.00	\$13,958.46	Local Requirement
00091359	F	2020	2020	Forensic Scientist	Mulderig, Michael	9/5/2017	Reg	\$ 98,901.00	\$22,450.53	Local Requirement

00091980	F	2020	2020	Forensic Intelligence Manager	Maliky, Abdel	10/4/2015	Reg	\$ 99,659.00	\$22,622.59	Local Requirement
00092194	F	2020	2020	Forensic Science Technician	Brittingham, Kim	10/2/2017	Temp	\$ 51,039.00	\$11,585.85	Local Requirement
00093542	F	3020	3020	Chemist	Salido, Sandra	11/27/2017	Reg	\$ 87,892.00	\$19,951.48	Local Requirement
00093543	F	3020	3020	Chemist	Clothier, Morgan	12/26/2017	Reg	\$ 60,819.00	\$13,805.91	Local Requirement
00094612	F	1015	1015	Clerical Assistant (OA)	Harris, TeCora	11/27/2017	Temp	\$ 19,531.50	\$4,433.65	Local Requirement
00083072	F	2020	2020	Forensic Scientist I (DNA)	McNeil, Kamedra	2/24/2014	Reg	\$ 63,467.00	\$14,407.01	Local Requirement
00083073	F	2020	2020	Forensic Scientist (DNA)	Perez, Yoelia	4/7/2014	Term	\$ 55,929.00	\$12,695.88	Local Requirement
00083075	F	2020	2020	Forensic Science Technician	Booth, Emily	2/21/2017	Term	\$ 51,039.00	\$11,585.85	Local Requirement
00086153	F	2020	2020	Forensic Science Technician	Enad, Jonah	9/6/2016	Temp	\$ 57,559.00	\$13,065.89	Local Requirement
00087511	F	2020	2020	Forensic Scientist I (DNA)	Feiter, Andrew	10/6/2014	Reg	\$ 63,467.00	\$14,407.01	Local Requirement
00092193	F	2020	2020	Forensic Science Technician	Gilliam, Maya	8/21/2017	Term	\$ 54,299.00	\$12,325.87	Local Requirement
00092026	F	3020	1040	Medical Technologist	Cunanan, Abigail	4/3/2017	Term	\$ 69,400.00	\$15,753.80	Local Requirement
00092027	F	3020	1040	Medical Technologist	Santos, Elizabeth	6/12/2017	Term	\$ 69,400.00	\$15,753.80	Local Requirement
00092028	F	3020	1040	Medical Technologist	Edwards, Denise	4/3/2017	Term	\$ 83,166.00	\$18,878.68	Local Requirement
00082722	F	2020	2020	Forensic Scientist (II)	Ciacco, Samantha	2/10/2014	Temp	\$ 83,168.00	\$18,879.14	Local Requirement
00082723	F	2020	2020	Forensic Scientist (II)	Kashiwabara, Wendy	2/22/2016	Term	\$ 78,444.00	\$17,806.79	Local Requirement
00085494	F	2020	2020	Staff Assistant	Iorio, Brandi	6/12/2017	Temp	\$ 35,388.75	\$8,033.25	Local Requirement
00087975	F	2020	2020	Forensic Scientist (II)	Milligan, Stephen	3/7/2016	Temp	\$ 78,444.00	\$17,806.79	Local Requirement

**4. a. A list of all employees who received or retained cellphones, personal digital assistants, or similar communications devices at agency expense in FY17 and FY18, to date;**

<b>FY2017</b>		
<b>First Name</b>	<b>Last Name</b>	<b>Device</b>
Abdel	Maliky	Iphone, Tablet
Aida	Gueye	Iphone
Akil	Muhangi	Iphone, Tablet
Alexis	Williams	Iphone
Amanda	Mendez	Iphone
Andrea	Borchardt	Iphone, Tablet
Andrew	Reitnauer	Iphone
Anthony	Tran	Iphone, Tablet
April	Jones	Iphone
Ashley	Botteicher	Iphone
Barbara	Evans	Iphone
Barry	Brokaw	Iphone
Brandon	Jones	Iphone
Brianna	Hahn	Iphone, Tablet
Brianna	Miller	Iphone
Brittany	Graham	Iphone
Brook	Lowry	Iphone, Tablet
Carenna	Bleach	Iphone
Carla	Butler	Iphone
Carrol	Akanegbu	Iphone
Catryna	Palmer	Iphone
Chere	Balma	Iphone
Christine	Mastrovito	Iphone
Cleveland	Weeden	Iphone
Cody	Olander	Iphone
Danielle	Vann	Iphone
Danielle	Yandura	Iphone
Deanna	Wallace	Iphone
Deshaun	Steele	Iphone
Diana	Jordan	Iphone
Doshelle	Miller	Iphone
Edward	Hansohn	Iphone
Edward	Shymansky	Iphone
Eileen	Perry	Iphone
Elyssa	Hartsock	Iphone
Erika	Cheaver	Iphone
Erin	Luber	Iphone

Erin	Price	Iphone
Gillian	Schmidt	Iphone
Grant	Greenwalt	Iphone
Guadalupe	Ayala	Iphone
Imani	Thompson	Iphone
Jacquie	Reedy	Iphone
James	Jackson	Iphone
Janice	Rojas	Iphone
Jeffrey	Buszka	Iphone
Jenifer	Smith	Iphone
Jessica	Beckman	Iphone
John	Allie	Iphone
Jonathan	Fried	Iphone
Jonathan	Pope	Iphone
Joseph	Starner	Iphone, Tablet
Joy	Narowski	Iphone
Karen	Wiggins	Iphone
Kaywe	Mentore	Iphone
Kenneth	Wallington	Iphone, Tablet
Kierstyn	Jeffries	Iphone
Kimberly	Clements	Iphone
Kristie	Stone	Iphone
Kristy	Hopkinson	Iphone
LaShon	Beamon	Iphone
LaShon	Perkins	Iphone
Laura	Harris	Iphone
Laura	MacBean	Iphone
Laurel	Hassberger	Iphone
Lindsay	Stevenson	Iphone
Lorrelle	Parker	Iphone
Luke	Short	Iphone
Mareena	Silva	Iphone, Ipad
Mary	Beaven	Iphone
Matthew	Keisling	Iphone
Matthew	McCarroll	Iphone
Melissa	Gervasoni	Iphone
Melissa	Tarte	Iphone
Morgan	Smalls	Iphone
Myeshia	Roberts	Iphone
Nandani	Goolsarran	Iphone
Natasha	Pettus	Iphone

Nathaniel	Covington	Iphone
Ninotchka	Sylvester	Iphone
Patricia	Grier	Iphone
Patty	McMullen	Iphone
Paul	Reedy	Iphone
Raquel	Assayag	Iphone
Rashee	Kumar	Iphone
Rebecca	Elensky	Iphone
Reginald	Wilson	Iphone
Rodney	Langford	Iphone
Rosemarie	Schuster	Iphone
Ryan	Iorio	Iphone
Samantha	Bischof	Iphone
Samantha	Leach	Iphone
Sara	Hilsmeyer	Iphone
Shane	Everett	Iphone
Shih-Ching	Fu	Iphone
Stacy	Roundtree	Iphone
Stephanie	Williams	Iphone
Takahara	Barnes	Iphone
Tanesha	Jones	Iphone
Tiffany	Brooks	Iphone
Todd	Smith	Iphone
Tracy	Walraven	Iphone, Tablet
Trevor	Heard	Iphone
Victoria	Bohme	Iphone
William	Boehm	Iphone
William	Sloan	Iphone
Yi-Ru	Chen	Iphone, Tablet
Yvonne	Wyatt Harris	Iphone

FY2018		
First Name	Last Name	Device
Abdel	Maliky	Iphone, Tablet
Aida	Gueye	Iphone
Akil	Muhangi	Iphone, Tablet
Alexis	Williams	Iphone
Amanda	Mendez	Iphone
Andrea	Borchardt	Iphone, Tablet
Andrew	Reitnauer	Iphone
Anthony	Tran	Iphone, Tran
April	Jones	Iphone
Ashley	Botteicher	Iphone
Barbara	Evans	Iphone
Barry	Brokaw	Iphone
Brandon	Jones	Iphone
Brianna	Hahn	Iphone, Tablet
Brianna	Miller	Iphone
Brittany	Graham	Iphone
Brook	Lowry	Iphone, Tablet
Carenna	Bleach	Iphone
Carla	Butler	Iphone
Carrol	Akanegbu	Iphone
Catryna	Palmer	Iphone
Chere	Balma	Iphone
Christine	Mastrovito	Iphone
Cleveland	Weeden	Iphone
Cody	Olander	Iphone
Danielle	Vann	Iphone
Danielle	Yandura	Iphone
Deanna	Wallace	Iphone
Deshaun	Steele	Iphone
Diana	Jordan	Iphone
Doshelle	Miller	Iphone
Edward	Hansohn	Iphone
Edward	Shymansky	Iphone
Eileen	Perry	Iphone
Elyssa	Hartsock	Iphone
Erika	Cheaver	Iphone
Erin	Luber	Iphone
Erin	Price	Iphone
Gillian	Schmidt	Iphone



Grant	Greenwalt	Iphone
Guadalupe	Ayala	Iphone
Imani	Thompson	Iphone
Jacquie	Reedy	Iphone
James	Jackson	Iphone
Janice	Rojas	Iphone
Jeffrey	Buszka	Iphone
Jenifer	Smith	Iphone
Jessica	Beckman	Iphone
John	Allie	Iphone
Jonathan	Fried	Iphone
Jonathan	Pope	Iphone
Joseph	Starnier	Iphone, Tablet
Joy	Narowski	Iphone
Karen	Wiggins	Iphone
Kaywe	Mentore	Iphone
Kenneth	Wallington	Iphone, Tablet
Kierstyn	Jeffries	Iphone
Kimberly	Clements	Iphone
Kristie	Stone	Iphone
Kristy	Hopkinson	Iphone
LaShon	Beamon	Iphone
LaShon	Perkins	Iphone
Laura	Harris	Iphone
Laura	MacBean	Iphone
Laurel	Hassberger	Iphone
Lindsay	Stevenson	Iphone
Lorrelle	Parker	Iphone
Luke	Short	Iphone
Unassigned	Cellphone	Iphone
Mareena	Silva	Iphone, Tablet
Mary	Beaven	Iphone
Matthew	Keisling	Iphone
Matthew	McCarroll	Iphone
Melissa	Gervasoni	Iphone
Melissa	Tarte	Iphone
Morgan	Smalls	Iphone
Myeshia	Roberts	Iphone
Nandani	Goolsarran	Iphone
Natasha	Pettus	Iphone
Nathaniel	Covington	Iphone

Ninotchka	Sylvester	Iphone
Patricia	Grier	Iphone
Patty	McMullen	Iphone
Paul	Reedy	Iphone
Raquel	Assayag	Iphone
Rashee	Kumar	Iphone
Rebecca	Elensky	Iphone
Reginald	Wilson	Iphone
Rodney	Langford	Iphone
Rosemarie	Schuster	Iphone
Ryan	Iorio	Iphone
Samantha	Bischof	Iphone
Samantha	Leach	Iphone
Sara	Hilsmeyer	Iphone
Shane	Everett	Iphone
Shih-Ching	Fu	Iphone
Stacy	Roundtree	Iphone
Stephanie	Williams	Iphone
Takarah	Barnes	Iphone
Tanesha	Jones	Iphone
Tiffany	Brooks	Iphone
Todd	Smith	Iphone
Tracy	Walraven	Iphone, Tablet
Trevor	Heard	Iphone
Troy	Kelly	Iphone
Uladzimir	Salbukou	Iphone
Victoria	Bohme	Iphone
William	Boehm	Iphone
William	Sloan	Iphone
Yi-Ru	Chen	Iphone, Tablet
Yvonne	Wyatt Harris	Iphone

**15. Please list each contract, procurement, and lease, entered into, extended, and option years exercised by your agency during FY17 and FY18, to date. For each contract, please provide the following information, where applicable:**

<b>FY2017</b>						
<b>Competitive or Sole</b>	<b>Contract Administrator</b>	<b>Vendor</b>	<b>Service</b>	<b>Funding Source</b>	<b>Contract Term</b>	<b>Contract Amount</b>
Competitive	Andrea Borchardt	Signature Science	DNA Testing	0100	8/16/16-8/15/17	\$500,000
Competitive	Andrea Borchardt	Sorenson Forensics, LLC	DNA Testing	0100	8/20/16-8/19/17	\$500,000
Sole	Brook Lowry	ChemWare	Support of ChemWare Horizon LIMS	0100	3/13/17-3/12/18	\$185,000
Competitive	Jonathan Pope	Ron Smith & Associates	Firearm and Toolmark Examiner	0100	1/1/17-5/31/17	\$250,000
Competitive	Jessica Beckman	Ron Smith & Associates	Latent Fingerprint Analysis	0100	1/1/17-5/31/17	\$201,000
Competitive	Jonathan Pope	Ron Smith & Associates	Firearm and Toolmark Examiner	0100	6/1/17-5/30/18	Not To Exceed \$550,000
Competitive	Jessica Beckman	Ron Smith & Associates	Latent Fingerprint Analysis	0100	6/1/17-5/30/18	Not To Exceed \$550,000
Competitive	Abdel Maliky	Mesa Laboratories	Temperature Monitoring	0100	5/24/16-5/23/17	\$78,395
Competitive	Anthony Tran	Midtown Personnel	Temporary Staffing-Med Tech	0100	7/28/16-7/27/17	\$240,000
Competitive	Anthony Tran	DiaSorin	Liaison XL Zika Caputre IgM Assay (Liason XL System)	0301	8/28/17-10/28/17	\$136,040
Competitive	Anthony Tran	Dynex	Dynex Agility System	0301	8/16/17-10/16/17	\$122,435
Sole	Brook Lowry	iX Systems	Servers and Network Attached Storage (NAS)	0100	8/28/17-9/30/17	\$213,051

FY2018						
Competitive or Sole	Contract Administrator	Vendor	Service	Funding Source	Contract Term	Contract Amount
Competitive	Jonathan Pope	Ron Smith & Associates	FEU Toolmark Examiner Trainer	0100	11/27/17- 11/26/18	\$91,200

## Department of Forensic Sciences FY2017

Agency Department of Forensic Sciences

Agency DFS  
AcronymAgency FR0  
Code

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

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

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

Fiscal Year 2017

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

## 2017 Strategic Objectives

## FY17 Objectives

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

Add Strategic Objective

## 2017 Key Performance Indicators

Measure	New Measure/ Benchmark Year	Frequency of Reporting	Add Data Fields (if applicable)	FY 2014 Actual	FY 2015 Target	FY 2015 Actual	FY 2016 Target	FY 2016 Actual	FY 2017 Target	FY 2017 Quarter 1	FY 2017 Quarter 2	FY 2017 Quarter 3	FY 2017 Quarter 4	FY 2017 Actual	Was 2017 KPI Met?	Are Exp of B to IV KPI: Con
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**1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (6 Measures)**

Percentage of priority cases as designated by the contributor and marked in LIMS completed within 60 days from the date the analyst was assigned the case	✓	Quarterly		Not available	Not available	Not available	Not available	74%	50%	91%	85%	86%	97%	89.8%	Met	
Percentage of requested homicide cases completed within 60 days from the date the analyst was assigned the case	✓	Quarterly		Not available	Not available	Not available	Not available	82%	50%	98%	95%	88%	96%	94.3%	Met	
Average turnaround time for Crime Scene Reports	✓	Quarterly		Not available	Not available	Not available	Not available	24	10	56	54	20	21	151	Met	
Average turnaround time for crime scene response	✓	Quarterly		Not available	Not available	Not available	Not available	30	30	29	29	27	25	27.5	Met	
Percent of Emergency Response Outbreak samples analyzed within 6 days	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	75%	100%	100%	100%	100%	100%	Met	

Percent of Biological Terrorism and Chemical Terrorism samples analyzed within 24 hours	✓	Quarterly		Not available	Not available	Not available	Not available	New Measure	90%	100%	100%	100%	100%	100%	Met
2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in form of training, continuing education, safety, risk management, quality and legal support. (3 Measures)															
Percent of safety incident reports submitted to DFS Safety Officer within 48 hours	✓	Quarterly		Not available	Not available	Not available	Not available	98%	90%	84%	100%	100%	100%	92.3%	Met
Percent of action steps in a Quality Corrective Action Report that are completed by the action step date	✓	Quarterly		Not available	Not available	Not available	Not available	77%	90%	90%	100%	82%	93%	91.3%	Met
Percent of scientists meeting technical competency requirements	✓	Quarterly		Not available	Not available	Not available	Not available	97%	90%	99%	99%	100%	100%	99.5%	Met

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

## 2017 Operations

Operations Header	Operations Title	Operations Description	Type of Operations	# of Measures	# of Strategic Initiatives
<b>1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (4 Activities)</b>					
FORENSIC SCIENCE LAB UNIT	Conduct timely forensic analysis	The Forensic Science Laboratory division will conduct coordinated and timely forensic analysis in accordance with industry standards and accreditation guidelines.	Daily Service	8	3
PUBLIC HEALTH LAB UNIT	Provide timely testing of pathogens of public health significance	The Public Health Laboratory will provide diagnostic, analytical and emergency response testing for biological pathogens and chemical agents from clinical, environmental, or food sources.	Daily Service	4	1
CRIME SCENE TECHNICAL UNIT	Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection	The Crime Scene Sciences Division will serve as stewards of evidence by maintaining custody of evidence from collection to storage at DFS.	Daily Service	2	2
LABORATORY EXPANSION	Improve laboratory efficiency through technological advances.	DFS will continue to expand its capabilities as a top tier forensic and public health laboratory by implementing new scientific programs and investing in laboratory equipment infrastructure.	Key Project	0	1
TOT				14	7
<b>2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support. (3 Activities)</b>					
LABORATORY CERTIFICATION	Monitor quality compliance with certification requirements	Assurance that DFS produces products that are fit for stakeholders' purposes by maintaining ISO 17025 accreditation for the agency, maintains Clinical Laboratory Improvement Act (CLIA) certification, as well as, compliance with applicable federal regulations such as the Division of Select Agents and Toxins (DSAT).	Daily Service	3	1
PROFESSIONAL DEVELOPMENT	Offer training curriculum for professional development	Provide a training curriculum to DFS employees to ensure they maintain skill sets, meet standards of excellence, and deliver high quality, accurate, and reliable services.	Daily Service	1	2
RISK MANAGEMENT	Oversee the laboratory environment is both safe and healthy for staff.	Establish, manage and ensure compliance of federal, district, and local regulations and policy; and provide medical surveillance to staff, mandates safety training for all staff members, and audits laboratory facilities to ensure a safe work environment.	Daily Service	1	1
TOT				5	4

<b>3 - Create and maintain a highly efficient, transparent and responsive District government.** (5 Activities)</b>					
INFORMATION TECHNOLOGY	Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders.	Promote and facilitate the effective integration of technology into the DFS divisions by developing, supporting, and maintaining a highly effective, reliable, secure, and innovative information systems to support agency needs.	Daily Service	1	3
PROCUREMENT	Efficiently procure vital services and resources.	Proactively procure the necessary services, supplies, and equipment for the laboratories to meet the daily needs of scientists and agency personnel.	Daily Service	1	1
HUMAN RESOURCES	Responsible for human capital management and recruitment for DFS and serves as liaison to external entities.	Supports the hiring of new employees and provides employee data on residency, on-board time, and performance plan completion from data pulled from PeopleSoft.	Daily Service	1	0
LEGAL	Provide legal advice to the agency and facilitate stakeholder engagement.	Facilitate stakeholder engagement, legally advise director level decision-making, train scientists for court testimony and presentation of scientific expertise, draft contracts and agreements with government and private organizations, and process discovery requests.	Daily Service	1	1
PERFORMANCE STATISTICS	Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment.	Analyze raw data and present graphical visuals of real-time workload from data obtained from LIMS, and other databases to better inform strategic leadership decisions to enhance laboratory services.	Key Project	1	1
TOT				5	6
TOT				24	17

### 2017 Workload Measures

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

#### Workload Measures - Operations

Measure	New Measure/ Benchmark Year	Add Historical and Target Data (FY17)	Numerator Title	Units	Frequency of Reporting	FY 2014	FY 2015	FY 2016 Actual	FY 2017 Quarter 1	FY 2017 Quarter 2	FY 2017 Quarter 3	FY 2017 Quarter 4	FY 2017
<b>1 - Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection (2 Measures)</b>													
Number of evidence items received	✓		Number of evidence items received	items	Quarterly	Not available	Not available	New Measure	23678	19158	28760	17087	886
Number of crime scenes processed	✓		Number of crime scenes processed	crime scenes	Quarterly	Not available	Not available	New Measure	1108	1788	2913	1387	719
<b>1 - Conduct timely forensic analysis (8 Measures)</b>													
Number of AFIS database entries	✓		Number of AFIS database entries	AHIS database entries	Quarterly	Not available	Not available	New Measure	2256	2238	2068	2473	903
Number of service requests from stakeholders	✓		Number of service requests from stakeholders	requests	Quarterly	Not available	Not available	New Measure	6974	1004	876	795	964
Number of firearms processed for test fire	<input type="checkbox"/>		Number of firearms processed for test fire	firearms	Quarterly	828	1137	1717	554	613	517	542	222
Number of CODIS database entries	✓		Number of CODIS database entries	CODIS database entries	Quarterly	Not available	Not available	New Measure	89	92	89	163	433
Number of NIBIN database entries	✓		Number of NIBIN database entries	NIBIN database entries	Quarterly	1205	2076	New Measure	874	1208	1041	4108	723
Number of AFIS database hits	✓		Number of AFIS database hits	AFIS database hits	Quarterly	Not available	Not available	New Measure	324	375	342	475	151
Number of CODIS database hits	✓		Number of CODIS database hits	CODIS database hits	Quarterly	Not available	Not available	New Measure	37	38	25	56	156
Number of NIBIN database hits	<input type="checkbox"/>		Number of NIBIN database hits	NIBIN database hits	Quarterly	Not available	Not available	349	44	34	50	257	385
<b>1 - Provide timely testing of pathogens of public health significance (3 Measures)</b>													



Number of tests performed for each recieved public health sample	✓		Number of tests	tests	Quarterly	Not available	Not available	New Measure	1170	582	812	941	350
Number of Proficiency Tests performed	✓		Total number of proficiency tests performed	count of proficiency tests performed	Quarterly	Not available	Not available	New Measure	8	8	50	13	79
Number of validation efforts performed	✓		Total number of validation efforts performed	raw number of validations performed	Annually	Not available	Not available	New Measure	Annual Measure	Annual Measure	Annual Measure	Annual Measure	31
<b>2 - Monitor quality compliance with certification requirements (3 Measures)</b>													
Number of Quality Corrective Action Requests opened	<input type="checkbox"/>		Number of Quality Corrective Action Requests opened	requests	Quarterly	43	51	129	55	25	22	7	109
Number of stakeholder complaints received	<input type="checkbox"/>		Number of stakeholder complaints received	complaints	Quarterly	0	7	20	2	2	0	0	4
Number of internal audits	✓		Number of internal audits	audits	Quarterly	Not available	Not available	New Measure	0	2	1	1	4
<b>2 - Offer training curriculum for professional development (1 Measure)</b>													
Number of training hours completed by employees	✓		training hours	hours	Quarterly	Not available	Not available	New Measure	167	791	795	467	222
<b>2 - Oversee the laboratory environment is both safe and healthy for staff. (1 Measure)</b>													
Number of safety incidents reported	<input type="checkbox"/>		Number of safety incidents reported	reports	Quarterly	43	39	91	19	16	4	2	41
<b>3 - Efficiently procure vital services and resources. (1 Measure)</b>													
Number of requisitions submitted into PASS	✓		Number of requisitions submitted into PASS	requisitions	Quarterly	Not available	Not available	New Measure	75	84	82	123	364
<b>3 - Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders. (1 Measure)</b>													
Number of IT service requests received	<input type="checkbox"/>		IT service requests	requests	Quarterly	0	2495	4667	926	927	1074	994	392
<b>3 - Provide legal advice to the agency and facilitate stakeholder engagement. (1 Measure)</b>													
Number of discovery requests	✓		Number of discovery requests	requests	Quarterly	Not available	Not available	New Measure	135	322	251	228	936
<b>3 - Responsible for human capital management and recruitment for DFS and serves as liaison to external entities. (1 Measure)</b>													
Number of employees on-boarded	✓		Number of employees on-boarded	employees	Quarterly	Not available	Not available	New Measure	23	22	12	15	72
<b>3 - Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment. (1 Measure)</b>													
Number of unique statistical reports generated	✓		Number of unique statistical reports generated	reports	Quarterly	Not available	Not available	New Measure	5	2	2	5	14

## 2017 Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date	Add Initiative Update	# of Initiative Updates	Needs Initiative Update Notification
<b>CRIME SCENE TECHNICAL UNIT (2 Strategic initiatives)</b>					
Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders.	Crime Scene Sciences will assume street coverage for all Part 1 offenses that occur in the District of Columbia to include but not limited to homicides, death of suspicious nature, fire deaths, all traffic fatalities, police involved shooting where death occurs and all other lesser include Part 1 offenses and all Part 2 Crimes as normal. Scanner technology will be utilized to document the scenes, not relying on hand drawn sketch diagrams. Scanner technology will be utilized to document the scenes.	09-30-2017		1	
Support on boarding all new hires and training to proficiency for duty.	Crime Scene Sciences will strategically hire and train a sufficient number of scientists to civilianize the crime scene response duty. The Metropolitan Police Department will be able to return sworn officers to patrol duties once DFS can put civilian scientists on crime scene response.	09-30-2017		4	
TOT				5	
<b>FORENSIC SCIENCE LAB UNIT (3 Strategic initiatives)</b>					
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	The Forensic Biology Unit (FBU) will evaluate the use of commercially available Next Generation Sequencing (NGS) platforms to analyze forensic DNA samples and assess the ability of NGS to produce reliable, accurate and usable results on forensic evidence. The NGS evaluation process conducted by the FBU along with other leading laboratories will provide data as to whether or not this technology will improve forensic DNA intelligence on criminal cases.	09-30-2017		4	
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Mideo is a case management system that will interface with the current agency laboratory information management system (LIMS) to streamline evidence examination workflows and allow for a complete electronic case jacket approach. Forensic firearms and latent analyses as well as accreditation related reviews will be recorded and tracked to ensure accuracy, completeness and verify work product quality.  In the past DFS relied on paper documentation to track evidence and public health samples. Paper documentation became an issue with quality assurance. Along with implementation of the IT infrastructure, DFS will foster a culture that understands the system's best management practices and we will be able to develop relevant data to measure performance and improve systems.	09-30-2017		4	
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	The Forensic Intelligence Unit (FIU) will be established initially with four (4) employees to receive, process and track forensic request for examination services to ensure seamless transition, communication and reporting within the Forensic Science Laboratory Division (FSL). The FIU will also identify critical impact cases for intelligence tracking and support all FSL forensic intelligence technology and software to ensure transparent information exchange with all DFS Stakeholders	09-30-2017		4	
TOT				12	
<b>INFORMATION TECHNOLOGY (3 Strategic initiatives)</b>					
Develop and consolidate the LIMS and MIDIO architect infrastructure.	DFS has 4 IT solutions that now require infrastructure to communicate with one another. The IT solutions include the JusticeTrax Laboratory Information Management System (LIMS), MIDEO LIMS, STACSDNA LIMS, Chemware LIMS, and the Digital Information Management System (DIMS). All solutions have the ability to streamline tracking of evidence and medical specimens, but require significant attention to storage capacity, enterprise architecture, and infrastructure consolidation. FTU will provide a development plan tracked on a quarterly basis. By the end of the fiscal year FTU will have mapped and trained all laboratory units how to access the multiple LIMS most relevant to their needs.  The infrastructure development will require a year of training to develop a culture of quality assurance. Prior to FY16 all evidence transmissions were documented on paper. DFS will require a year-long initiative to acclimate the agency to a new process.	09-30-2017		4	
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	FTU will work to assume the responsibility for all audio/visual equipment in the Conference Rooms and Training rooms on floors 1,2,3, and 4 of the Consolidated Forensic Lab from the Department of General Services. By assuming responsibility FTU will get all existing equipment in working order, provide customer service technological support, and oversee a maintenance plan throughout the year. In addition, by the end of the fiscal year FTU will have provided a long-term strategic plan for the Audio/Visual equipment to the Directorate. The long-term strategic plan will include budgetary needs and an equipment replacement schedule.	09-30-2017		4	
Create a Digital Evidence Unit (DEU) Business Plan.	FTU will create and implement a business plan for the Digital Evidence Unit of in 2017. The plan will include the mission of the DEU, operational goals and budget, metrics to measure the success of the plan and growth for the next two-five years. The primary goal of the DEU is to assist the following stakeholders with the preservation and analysis of digital devices: The Metropolitan Police Department (MPD), the Office of the Attorney General (OAG), U.S. Attorney's Office (USAO), Office of the Inspector General (OIG), and the Board of Ethics and Government Accountability (BEGA).	09-30-2017		1	
TOT				9	
<b>LABORATORY CERTIFICATION (1 Strategic Initiative)</b>					
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	Quality will research international accreditation guidelines to determine most appropriate guideline for CSS. Research possibility of individual certifications and determine number of qualified and/or interested staff. By the end of FY17 Quality will recommend to management an accreditation strategy. We anticipate the research will assist in increasing public confidence by review possible marks of approval, reduce uncertainties associated with decisions that affect the protection of human health and environment, and increase the confidence in data used for key analyses and decisions.	09-30-2017		4	
TOT				4	
<b>LABORATORY EXPANSION (1 Strategic Initiative)</b>					

Establish the Forensic Chemistry Unit.	The Forensic Chemistry Unit (FCU) will be established within DFS to receive, process, and track forensic requests for examination of drug evidence in submitted samples. The FCU will also identify new District clients to provide services, including analysis of pharmaceuticals, nicotine-containing products, and other forensic chemical identifications. Forensic chemistry testing is a new service that the District will provide to stakeholders. We will be able to test synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	09-30-2017		4	
TOT					4
<b>LEGAL (1 Strategic Initiative)</b>					
Implement a database to perform legal discovery.	Legal will work internally to create a database system to track all discovery to streamline the process. Discovery will move to an all-electronic format that will decrease delays in receiving discovery documents and transmitting to stakeholders. The anticipated reduction in discovery turnaround time will go from 21 business days to 10 business days.	09-30-2017		2	
TOT					2
<b>PERFORMANCE STATISTICS (1 Strategic Initiative)</b>					
Draft an Equipment Amortization and Replacement Plan.	The District of Columbia invested \$12 million in laboratory equipment when the Consolidated Forensic Lab (CFL) opened in FY2013. By 2018 a portion of the equipment may have reached its lifespan. In 2017, Procurement will identify all equipment inventory, their life cycles, and warranty. The end result will provide cost estimates and recommend how to replace aging equipment within the next five years.	09-30-2017		4	
TOT					4
<b>PROCUREMENT (1 Strategic Initiative)</b>					
Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	<p>Operations is currently responsible for general office supplies, personal protective equipment, IT equipment (cell phones, computers, laptops, and tablets). All agency personnel utilize the aforementioned, but not one platform tracks the assignment of equipment or requests for replenishment of general inventory. In 2017, Operations will have a web-based platform for laboratory units to make inventory requests and track IT equipment assigned their staff.</p> <p>The impact of this platform will allow DFS the ability to consolidate and account for many, if not all of the products and services, Personal Protective Equipment, modifications and calibration of lab equipment here at DFS. It will serve beneficial for auditing and accountability of computer hardware, software, location. Servicing of equipment would be helpful to outside entities performing asset management with products regularly purchased from outside vendors. Items would be readily available with a description of the product, item/reference number, bar-code and picture and allowing a searchable repository. Ability to provide a legible "Purchase Request Order" form, itemizing the needed products of service. Able to send and received quotes as well. The platform allows the Analyst to track inventory as it enters the building in bulk and/or to an individual or unit.</p> <p>We hope to have the platform move forward with monitoring other aspect such as gases and bio-hazard removal. There's an on-site Program Analyst, who would oversee the maintenance of the platform on a day-to-day basis. Working with the DFS Forensic Technology Unit with internal monitoring and backup of the platform.</p>	09-30-2017		4	
TOT					4
<b>PROFESSIONAL DEVELOPMENT (2 Strategic initiatives)</b>					
Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	Training will research training needs by Divisions for FY17. Training will implement training plan/schedule for agency units. Scientific personnel must stay abreast of advancements in their forensic/public health disciplines. By attending technical training/conferences, they can be familiar with industry standards, determine future impacts related to future impacts related to scientific advancements, and become recognized leaders in their industries by employing up to date practices in their field.	09-30-2017		4	
Implement training opportunities for DFS management.	Training will create and implement a program for DFS managers by identifying external course to enhance, improve, and develop skills such as team building, budget management, communication, conflict resolution, labor management relations, and building and maintaining staff morale.	09-30-2017		4	
TOT					8
<b>PUBLIC HEALTH LAB UNIT (1 Strategic Initiative)</b>					
Enhance PulseNet laboratory function using next generation sequencing platform	The Public Health Lab participates in the CDC PulseNet Laboratory System that takes DNA sequence information from foodborne illness cases and looks for connections that may indicate a national outbreak. The CDC has released protocols that require DNA sequencing using a next generation sequencing platform developed by Illumina. PHL will validate and implement this system for PulseNet participation. PHL will maintain full capacity of all area outbreak samples and provide timely results to the client and our DOH partners.	09-30-2017		4	
TOT					4
<b>RISK MANAGEMENT (1 Strategic Initiative)</b>					
Restore the Continuation for Operations Plan (COOP).	Safety and Risk Management will collaborate with the Homeland Security and Emergency Management Agency (HSEMA) to update the DFS COOP Plan by hosting one scenario exercise where the Consolidated Forensic Lab ceases operations. Observations during the scenario exercise will inform Safety and Risk Management which sections of the COOP Plan are outdated and require attention. The exercise will include relevant stakeholders who would support all DFS divisions if the CFL where to cease operations.	09-30-2017		4	
TOT					4
<b>TOT</b>					<b>60</b>

**Initiative Updates**

Strategic Initiative- Operation Link - Strategic Initiative Title	Initiative Status Update	% Complete to date	Confidence in completion by end of fiscal year (9/30)?	Status of Impact	Explanation of Impact	Supporting Data	FY2017 Quarters
<b>Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab. (4 Initiative Updates)</b>							
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	Re-engineered 3 of 9 rooms. Some new equipment measured and ordered. Assessments of other 6 rooms in progress.	0-24%	High	Demonstrable	Presentation and Video- Teleconferencing capabilities now available to the agency that were previously troublesome. In house IT Staff can now provide support.		FY17Q1
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	Re-engineered 5 of 9 rooms. Percentage is based on how much of the equipment we believe we understand and are able to configure and use without DGS intervention for access. There are 9 rooms with A/V equipment and we have taken full responsibility for 5 of them and working on the remaining. Budget and Upgrade Proposal is in progress. Changes are in progress due to transfer of equipment and Roll Call room/FIU Operations Center discussions.	50-74%	High	Demonstrable	Presentation and Video- Teleconferencing capabilities now available to the agency that were previously troublesome. In house IT Staff can now provide support.		FY17Q2
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	Currently, we are working to order new equipment. The new equipment will provide improved service life and ease of use. No bulb replacement will be required for laser projectors and will work with full lighting. Moreover, cabling issues will be resolved by wireless connectivity.	50-74%	High	Demonstrable	Presentation and Video- Teleconferencing capabilities now available to the agency that were previously troublesome. In house IT Staff can now provide support.		FY17Q3
Assume the responsibility of Audio/Visual Equipment in the DFS floors of the Consolidated Forensic Lab.	All equipment for the shared spaces and DFS Conference rooms has been recieved.	Complete		Demonstrable	New Touchscreen Televisions and Projectors have been acquired for trainings and meetings which will eliminate many of the issues and support bottlenecks in the shared spaces of the CFL. CFL Conference Rooms are fully supported by DFS.		FY17Q4
<b>Create a Digital Evidence Unit (DEU) Business Plan. (1 Initiative Update)</b>							
Create a Digital Evidence Unit (DEU) Business Plan.	The plan has been completed. It includes the mission of the DEU, operational goals and proposed budget, and projected growth. A business relationship has been established with MPD, OAG, USAO, OIG and BEGA. Requests for assistance have been received from all listed agencies except OAG. In addition, requests for assistance ave been received from OCTO, DFS, OCME, US Capital Police, US Park Police and Baltimore OCME. Requests for training have also been received.	Complete	High	Demonstrable	The DEU is now operational. As of 6 January 2017, 119 cases had been received of which 95 have been completed.		FY17Q1
<b>Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment. (4 Initiative Updates)</b>							

Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	inFlow Inventory Management has been implemented by the Operations Team with training provided to all DFS Requisitioners/Purchasing Agents. It is a live, central database keeping detailed listings of DFS products, vendors and division transactions providing complete barcode system tracking to improve accuracy and efficiency.	75-99%	High	Demonstrable	<p>The impact that inFlow poses is real-time collaboration by allowing working knowledge of current stock levels, and use access by units and/or departments. It will also identify agency-wide equipment (asset inventory management) and track preventative maintenance schedules.</p> <p>The Operations Program Analyst maintains daily updates/changes to inFlow inventory database - (produce Purchase Orders &amp; Supply Orders/tickets of Personal Protective Equipment (PPE) and bulk Office Supplies for the various DFS unit within the agency</p>	FY17Q1
Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	Since the platform was constructed an access of 2-3 user, the database has since grown to 15 plus requisitioners using the database to track spending, product quantity, purchases and inventory items and usage. DFS has become more unified in simplifying the hardship of maneuvering through a number of platforms for results. Now there's one that will provide that information with the click of a mouse.	75-99%	High	Demonstrable	Although DFS will be tracking IT equipment (cell phones computers laptops and tablets), tFTU tracks the inventory. Provisional access will be provided to those staffers utilizing the system daily. inFlow will not be Web-based platform as its for internal use. DFS will be monitoring all of the mentioned PPE, office supplies, service contracts i.e modifications and calibrations of lab equipment. The advantage of utilizing this platform allows DFS staff to access information and equipment in-house.	FY17Q2
Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	Since the reorganization of the database, the users have now grown to 20 requisitioners utilizing inFlow on a daily basis. With the addition of product pictures, inFlow provides a colorful and clear view into the agencies inventory for the requester to know what is available before placing an order. The Operations Team has also created a database for use by the Crime Scene Scientists Division for purposes of tracking CSS supply inventory and spending.	75-99%	High	Demonstrable	Although DFS will be tracking IT equipment (cell phones computers laptops and tablets), the unit that will be performing inventory will be the FTU department. inFlow will not be Web-based platform as its for internal use. DFS will be monitoring all of the mentioned PPE, office supplies, service contracts i.e modifications and calibrations of lab equipment. The advantage of utilizing this platform allows DFS staff to access information and equipment in-house.	FY17Q3

Develop a customer service friendly agency-wide inventory and tracking system that will provide a platform to make inventory requests and a schedule to purchase supportive equipment.	inFlow Inventory Management has been implemented by the Operations Team with training provided to all DFS Requisitioners. This centralized repository includes listings of DFS equipment and supplies that is a tracked through a barcode system.	Complete		Demonstrable	The impact that inFlow poses is real-time collaboration by allowing working knowledge of current stock levels, and use access by units and/or departments. It will also identify agency-wide equipment (asset inventory management) and track preventative maintenance schedules. The Operations Program Analyst maintains daily updates/changes to inFlow inventory database - (produce Purchase Orders & Supply Orders/tickets of Personal Protective Equipment (PPE) and bulk Office Supplies for the various DFS unit within the agency.	FY17Q4
<b>Develop and consolidate the LIMS and MIDIO architect infrastructure. (4 Initiative Updates)</b>						
Develop and consolidate the LIMS and MIDIO architect infrastructure.	PHL LIMS Trainings Conducted, 10 hours 1-on-1 LIMS training conducted. Development Planning Started, Storage vendor to begin to collect requirements.	0-24%	High	Incremental	Training has an immediate effect but over time is cumulative. Major impacts will be later in the year and in the next fiscal year.	FY17Q1
Develop and consolidate the LIMS and MIDIO architect infrastructure.	We are working on a project schedule for Storage Expansion, we are still waiting on confirmation of capital funds for 2018 as this will determine much of what we need to purchase in 2017 and when we can really start which greatly effects the schedule. Several training workshops scheduled for May, June, and July.	0-24%	High	Incremental	Training has an immediate effect but over time is cumulative. Major impacts will be later in the year and in the next fiscal year.	FY17Q2
Develop and consolidate the LIMS and MIDIO architect infrastructure.	We are conducting Mideo training the week of July 10 to 14. Additionally, we are continuing to research storage solutions in preparation of acquiring funding with Capital Funds in FY18. Finally, we are beginning to assess alterations to the server room and impact on project scheduling.	50-74%	High	Incremental	Major impacts will be later in the year and in the next fiscal year.	FY17Q3
Develop and consolidate the LIMS and MIDIO architect infrastructure.	The Latent Fingerprint Unit (LFU) and Firearms Examination Unit (FEU) completed Mideo LIMS system training. Chemware Horizon has been upgraded to Version 12 and training has taken place in order to efficiently utilize the new system.	Complete		Demonstrable	The training of the Latent Fingerprint Unit (LFU) and the Firearms Examination Unit (FEU) has allowed the agency to move forward with building workflows into Mideo. The Public Health Laboratory has transitioned to Version 12 of Chemware Horizon Clinical LIMS. This system will have many enhancements from the previous version including a new User Interface. Trainings have been conducted in the new system.	FY17Q4
<b>Draft an Equipment Amortization and Replacement Plan. (4 Initiative Updates)</b>						
Draft an Equipment Amortization and Replacement Plan.	Equipment inventory audit will be complete in late January. Once completed, data will be submitted to the OCFO's Capital Amortization Replacement Survey System (CARSS)	75-99%	High	Demonstrable	DFS will be able to use existing DC Government capital tracking systems to justify funds to replace equipment at the end of its lifecycle during Capital Budget Submissions.	FY17Q1

Draft an Equipment Amortization and Replacement Plan.	DFS completed inventory audit. Is in the process of adding life-cycle expectancy and dollar amounts to major equipment.	75-99%	High	Demonstrable	DFS is in discussion with OCFO to complete a "mock-up" of a \$250,000 microscope in the CARSS system. The anticipated expectation is a visual representation of the microscope that includes life-cycles and depreciation. Once complete Operations will present the visual DFS executive leadership to determine the amount of equipment to submit to CARSS.	FY17Q2
Draft an Equipment Amortization and Replacement Plan.	DFS completed the inventory audit. Currently, DFS is in the process of adding life cycle expectancy and dollar amounts to major laboratory instruments.	75-99%	High	Demonstrable	DFS is in discussion with OCFO to complete a "mock-up" of a \$250,000 microscope in the CARSS system. The anticipated expectation is a visual representation of the microscope that includes life cycles and depreciation. Once complete Operations will present the visual DFS executive leadership to determine the amount of equipment to submit to CARSS.	FY17Q3
Draft an Equipment Amortization and Replacement Plan.	DFS Operations conducted an agency wide asset/ equipment inventory utilizing the inFlow repository. All asset were identified and later labeled with a numeric barcode for each item. The data within inFlow includes descriptions, purchase price, serial/model number, date of purchase, PO numbers, unique markers, and classification thus allowing the agency to determine the life cycle, which determines that the item/asset is part of the CFL-DFS agency.	Complete		Demonstrable	DFS will use inFlow Inventory System tracking to justify funds to replace equipment at the end of its lifecycle during Capital Budget Submissions. The system currently has over (25) users hosting a variety of data providing one outcome of data. We are able to provide detailed reports and diagrams of multiple data subsets. The ability to query, view and provide statistical reporting of various concentration of the agencies products at its finger tips.	FY17Q4
<b>Enhance PulseNet laboratory function using next generation sequencing platform (4 Initiative Updates)</b>						
Enhance PulseNet laboratory function using next generation sequencing platform	DFS has purchased Miseq instrumentation from Illumina. The Instrument has been installed in the laboratory and set up as planned. One Medical Technologist has attended the CDC PulseNet NGS training in October 2016. Reagents have been purchased and we will proceed with method validations. The implementation training is scheduled for February 2017.	0-24%	Medium	Incremental	This initiative will provide our CDC and DC DOH partners with faster, better, and more detailed information on potential foodborne outbreaks in the District and nation as a whole. The laboratory will first provide molecular sequencing of Salmonella isolates as part of the effort to develop a sophisticated national database.	FY17Q1



Enhance PulseNet laboratory function using next generation sequencing platform	PHL has begun to perform DNA isoation and determining the concentration from several QC strains of foodborne pathogen organisms. On-site training from Illumina will take place in April to train additional laboratory staff. PHL also has plans to send one more person to CDC Pulse-Net NGS training in June 2017 to ensure additional competent personnel on the project.	0-24%	Medium	Incremental	This initiative will provide our CDC and DC DOH partners with faster, better, and more detailed information on potential foodborne outbreaks in the District and nation as a whole. The laboratory will first provide molecular sequencing of Salmonella isolates as part of the effort to develop a sophisticated national database.		FY17Q2
Enhance PulseNet laboratory function using next generation sequencing platform	The PHL has sent a second person to CDC for PulseNet Next Generation Sequencing training on June 2017. These two CDC trained staff are continuing to practice the CDC PulseNet SOP and verify the quality of nucleic acid extraction and DNS library preparation.	0-24%	Medium	Incremental	This initiative will provide our CDC and DC DOH partners with faster, better, and more detailed information on potential foodborne outbreaks in the District and nation as a whole. The laboratory will first provide molecular sequencing of Salmonella isolates as part of the effort to develop a sophisticated national database		FY17Q3
Enhance PulseNet laboratory function using next generation sequencing platform	The PHL has been producing good quality sequence data for the PulseNet organisms and verifying/validating the method. Within the next month, the PHL will be submitting a request for PulseNet certification for NGS from the CDC.	75-99%		Incremental	Once fully certified, the PHL will begin to sequence PulseNet organisms to continue to provide a robust library for CDC. The main issue slowing our progress is having sufficient personnel to handle this implementation as well as ensuring all other testing is not delayed.		FY17Q4

**Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members. (4 Initiative Updates)**

Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	During FY2017, DFS CSSU will pursue International Association for Identification (IAI) Crime Scene Certification for approximately 12 CSSU members that meet certification eligibility requirements. The DFS will host a certification preparation course and facilitate the examination process for these members in Summer 2017. As newer CSS personnel achieve at least one year, they will be come eligible to apply for certification; this too will apply to the newest CSS members that are still in the training academy.	0-24%	High	Incremental	In procurement phase for the IAI certification prep course. Textbooks for certification have been purchased and one out of two texts have arrived at our facility		FY17Q1
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	The DFS completed a requisition for International Association of Identification (IAI) Crime Scene Certification Test Prep and Test through Forensic Pieces. DFS is sponsoring 18 participants to take the training and sit for the test. Some CSS will take the basic crime scene certification while others will take a more advanced certification test. The class and testing will take place at the CFL on July 17 -20.	25-49%	High	Transformative	Set benchmark for individual skills and competency based on international requirements.		FY17Q2
Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	The Crime Scene Certification Test Prep and Test procurements have been made. Additionally, the logistics are completed for DFS Crime Scene Scientists (CSS) to sit for the certification test. Some CSS are taking the basic crime scene certification while others are taking a more advanced certification test. The class and testing will take place at the CFL on July 17 -20.	25-49%	High	Transformative	Set benchmark for individual skills and competency based on international requirements.		FY17Q3

Enhance quality system within Crime Scene Sciences by working toward international accreditation and/or certification for members.	Seventeen Crime Scene Scientists sat for IAI Certification Test Prep Course from July 17 – July 19 and took certification exams on July 20th. Sixteen out of seventeen passed their certification exam in either Crime Scene Investigator (level 1) or Crime Scene Analyst (level 2).	Complete		Transformative	Certification allows for testing by an external board. This means independent testing that establishes a crime scene scientist has achieved a high level of knowledge and practical experience in crime scene investigation.	FY17Q4
<b>Establish the Forensic Chemistry Unit. (4 Initiative Updates)</b>						
Establish the Forensic Chemistry Unit.	The FCU was established within DFS to receive, process and track forensic requests for examination of drug evidence. The FCU has identified both DOC and MPD as clients for testing. Forensic chemistry testing is a new service that the District is now provide to stakeholders. FCU is validated to test for synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	25-49%	High	Incremental	DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU has performed analyses on 21 samples 2016 and 6 in 2017 for stakeholders DOC and MPD. Development of documentation and operations of laboratory is incrementally improving and on track for an ISO 17025 audit Fall 2017.	FY17Q1
Establish the Forensic Chemistry Unit.	The FCU was established within DFS to receive, process and track forensic requests for examination of drug evidence. The FCU has identified both DOC and MPD as clients for testing. Forensic chemistry testing is a new service that the District is now provide to stakeholders. FCU is validated to test for synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	25-49%	High	Incremental	DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU has performed analyses on 21 samples 2016 and 6 in 2017 for stakeholders DOC and MPD. Development of documentation and operations of laboratory is incrementally improving and on track for an ISO 17025 audit Fall 2017.	FY17Q2
Establish the Forensic Chemistry Unit.	The FCU was established within DFS to receive, process and track forensic requests for examination of drug evidence. The FCU has identified both DOC and MPD as clients for testing. Forensic chemistry testing is a new service that the District is now providing to stakeholders. FCU is validated to test for synthetic cannabinoids and other street drugs. This will assist stakeholders who relied on federal assistance in the past.	50-74%	High	Transformative	DEA has indicated that they will not be able to support analysis of controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations.	FY17Q3

Establish the Forensic Chemistry Unit.	DEA assisted with validation of one method. The FCU has completed one internal audit and is preparing for an ISO 17025 gap audit. The FCU has performed analyses on 36 samples during Q4-2017. Color tests for screening has been brought online. Hiring positions for three chemists has closed and proceeding through interviews. Final accreditation will be obtained in FY18.	Complete		Demonstrable	DEA has indicated that they will not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. DFS must implement a forensic chemistry capability in order to support all controlled substance investigations. The FCU has performed analyses on over a hundred samples in 2017 for stakeholders OCME, DOC, MPD and ABRA. Development of documentation and operations of laboratory is incrementally improving planned to undergo audit for ISO 17025 ending calendar year 2017.	FY17Q4
<b>Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division (4 Initiative Updates)</b>						
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	Awaiting positions to be classified and advertised.	0-24%	High	None	Research and document impact of forensic intelligence provided to Stakeholders in the criminal justice process.	FY17Q1
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	The FIU-CS09 position was advertised and filled. The FIU-CS13 positions were advertised and interviews completed. One FIU-CS13 was selected, the other applicant declined. DFS re-posted the position. Lastly, the FIU Manager was selected and is expected to begin on 4/3/17.	25-49%	High	Incremental	Research and document impact of forensic intelligence provided to Stakeholders in the criminal justice process.	FY17Q2
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	The second FIU-13 candidate started and is beginning to assist with data pulls. Additionally, FIU has filled the CS-12 position with the selected candidate tentatively starting on July 24, 2017. Finally, the Forensic Intelligence Analyst CS-13 position that was vacated recently has been posted with a closing date of July 20, 2017. FIU currently has two Forensic Intelligence Analysts and a Manager.	25-49%	High	Transformative	Research and document impact of forensic intelligence provided to Stakeholders in the criminal justice process.	FY17Q3
Establish the Forensic Intelligence Unit under the Forensic Science Laboratory Division	Three of four FIU positions have been filled however, two of those individuals were/are on extended absence thru DC government approved PFL.	75-99%		Demonstrable	The FIU will conduct research to document the impact of forensic intelligence (NIBIN, CODIS, AFIS hits) provided to Stakeholders in the criminal justice process.	FY17Q4
<b>Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit (4 Initiative Updates)</b>						
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	Planning phase with Intern to review studies.	0-24%	Medium	Incremental	Determine whether or not technology will improve forensic DNA intelligence.	FY17Q1
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	Vendor assistance provided for a week starting February 6 to progress studies with NGS Intern. Lab studies completed during the month of February. Review of data generate from lab initiation on 3/7/2017.	50-74%	Medium	Incremental	Determine whether or not technology will improve forensic DNA intelligence.	FY17Q2

Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	The Forensic Biology Unit (FBU) has continued the analysis and review of data that has been compiled for the expected write-up and submission to the National DNA Index System (NDIS). This submission will evaluate whether the technology is in agreement with current techniques. The project focus has shifted from lab work to the review of NGS data, heat maps, tables and charts for submission to NDIS. This was submitted to the tri-lab evaluation team for comments and edits. The expectation is to have a final document for review by the end of July.	50-74%	Medium	Incremental	Determine whether or not technology will improve forensic DNA intelligence.		FY17Q3
Evaluate application of Next Generation DNA Sequencing for use in the Forensic Biology Unit	Following the submission of the final report outlining Next Generation Sequencing (NGS) compatibility with NDIS requirements, the FBI confirmed receipt and requested hard copies of the report and data for evaluation.	Complete		Incremental	Evaluation of NGS has help determine whether or not technology will improve forensic DNA intelligence.		FY17Q4
<b>Implement a database to perform legal discovery. (2 Initiative Updates)</b>							
Implement a database to perform legal discovery.	Legal has created a database system to track all discovery to streamline the process. Discovery has moved to an all electronic system with the exception of two units. Legal anticipates moving the remaining two units to an electronic system by mid-second quarter.	50-74%	Medium	Demonstrable	Moving to an all electronic system should enable the Legal Unit to perform discovery faster. This will greatly reduce the amount of time between request and when the materials are provided to the stakeholders. Further, it will allow the unit to increase work product.		FY17Q1
Implement a database to perform legal discovery.	Legal has created a database system to track all discovery to streamline the process. Discovery has moved to an all electronic system with the exception of two units. Legal anticipates moving the remaining two units to an electronic system by mid-second quarter.	Complete	High	Demonstrable	Moving to an all electronic system should enable the Legal Unit to perform discovery faster. This will greatly reduce the amount of time between request and when the materials are provided to the stakeholders. Further, it will allow the unit to increase work product.		FY17Q2
<b>Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit. (4 Initiative Updates)</b>							
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Awaiting grant award funding to pay for training and IT integration.	0-24%	Low	None	Allow for visual markers to document areas of identification in LFU and FEU disciplines.		FY17Q1
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Grant award package signed on February 1, 2017. Grant funding was approved and loaded into budget during Q2. FSL is awaiting the PO and scheduling of training for testing and integration. In the meantime, FSL began work on unit workflows to determine where Mideo can be utilized. Trainings are scheduled for late April or early May.	0-24%	Low	None	Allow for visual markers to document areas of identification in LFU and FEU disciplines.		FY17Q2
Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Eight LFU and FEU members completed Admin training on May 10th and testing of the Mideo system and workflow modifications will occur after training. FEU User training was June 26 and 27th and they have begun system testing. LFU User training is scheduled for July 18-20 and we will begin testing afterwards.	50-74%	High	Incremental	Allow for visual markers to document areas of identification in LFU and FEU disciplines.		FY17Q3

Implement the Mideo Case Management System in the Firearms Examination Unit and Latent Fingerprint Unit.	Current Mideo is integrated with Test LIMS so test LFU cases can be entered into the system to ensure Mideo capabilities are functioning and to determine future procedures. As a result of this effort, modifications to the Mideo system have been identified. Specifically, certain field sets and worksheets/reports will need to be changed to conform to the LFU and LIMS workflow and structure. Once these changes have been made, the SOP will be finalized and LFU can start using the Mideo system on casework.	75-99%		Demonstrable	The Mideo documentation system will improve accuracy and consistency, and provide both fingerprint and firearms examiners with tools to do a more thorough job than ever before. It will help examiners document more thoroughly how they reached their conclusions, with a depth of detail that makes clear their expertise. It will also provide additional quality control and assurance measures.	FY17Q4
<b>Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders. (1 Initiative Update)</b>						
Implement the use of scanner technology on all serious Part 1 Offenses and where requested by stakeholders.	LEICA scanners are being used by all shifts, in support of Part 1 offenses.	Complete	High	Incremental	No impacts supported.	FY17Q1
<b>Implement training opportunities for DFS management. (4 Initiative Updates)</b>						
Implement training opportunities for DFS management.	DFS has conducted a "needs analysis" for management training for each manager and has determined introductory courses for all managers. Core curricula is still in planning phase.	0-24%	High	Incremental	Training has an immediate effect once completed but over time is cumulative. Major impacts will be later in the year and in the next fiscal year.	FY17Q1
Implement training opportunities for DFS management.	DFS has conducted in house management training sessions in FSL, led by the FSL Laboratory Director. These sessions were designed to enhance leadership capabilities and team cohesiveness. All DFS managers participated in Myers-Briggs Type Indicator Training with emphasis on leadership and PHL Management attended Emerging Leader Cohort 9 Training Program to improve laboratory leadership skills and lab management practices.	50-74%	High	Demonstrable	Provide managers with tools needed to increase efficiency and ensure quality product from staff with set expectations.	FY17Q2
Implement training opportunities for DFS management.	Outside of DCHR CLD training, DFS managers have not participated in DFS led leadership training during this quarter.	50-74%	High	Demonstrable	Provide managers with tools needed to increase efficiency and ensure quality product from staff with set expectations.	FY17Q3
Implement training opportunities for DFS management.	DFS has approximately 60% of millennial employees. To bridge the gap in communication and work style differences, DFS hosted in-house management and staff training on Generations in the Workplace. In addition, select management attended training on Improving Team Results by Focusing on Strengths during this quarter.	Complete		Transformative	Throughout the year, the management team has been provided technical and managerial training covering a variety of topics based on workplace dynamics and leadership skills.	FY17Q4
<b>Increase external training opportunities to include attendance at professional meetings/ committees in the respective scientific disciplines. (4 Initiative Updates)</b>						

Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	DFS identified conferences and training for each division. To date, CSSU conducted training in Buried Bodies and Surface Skeletons, Trajectory Training, Basic Leica, and Bloodstain Pattern Analysis. FSL conducted training in Y Screening and Direct Amplification of Sexual Assault, ASCLD DNA Mixtures Webinar Series: Technical Overview, Promega Tech Tour, 22nd Annual National CODIS Conference, AFTE Eastern Regional Conference. PHL participated in Respiratory Pathogen Detection, Zika Virus Outbreak Response Update, and HIPAA Training.	0-24%	High	Demonstrable	CSSU conducted training in Buried Bodies and Surface Skeletons, Trajectory Training, Basic Leica, and Bloodstain Pattern Analysis. FSL conducted training in Y Screening and Direct Amplification of Sexual Assault, ASCLD DNA Mixtures Webinar Series: Technical Overview, Promega Tech Tour, 22nd Annual National CODIS Conference, AFTE Eastern Regional Conference. PHL participated in Respiratory Pathogen Detection, Zika Virus Outbreak Response Update, and HIPAA Training.	FY17Q1
Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	PHL was trained on Zika; Bacterial Identification; DEA Chemist Seminar, Hospital acquired Infection and Ebola. FSL was trained in SANS 508: Advanced Digital Forensics and Incident Response on Demand; Seizure of Mobile Devices; Annual Review of NDIS; STRmix; NIBIN. CSS was trained in Firearms Safety; LEICA Laser Scan; Clandestine Graves; Searching for Blood; Collecting DNA Evidence. The Training team provided Academy training on all aspect of basic crime scene to 13 newly hired scientists, which spanned approximately 360 hours.	50-74%	High	Transformative	Increase in technical knowledge related to individual disciplines.	FY17Q2
Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	PHL FTE's were trained on topics such as Agents of Bioterrorism; Emerging and Resurging Infectious Diseases; and APHL/CDC Zika and Yellow Fever Uganda Workshop. FSL FTE's were trained in discipline specific training such as: STRmix Implementation and Casework Approach; Analysis of Distortion in Latent Prints; and multiple firearms Armorer's Courses. CSS FTE's were trained in topics such as: Crime Scene and Evidence Photography; Leica Advanced Training; and Using Reflected Ultraviolet Imaging (RUVIS) to Find More Latent Evidence.	50-74%	High	Transformative	Increase in technical knowledge related to individual disciplines.	FY17Q3
Increase external training opportunities to include attendance at professional meetings/committees in the respective scientific disciplines.	Select members of PHL were trained on topics such as Agents of Bioterrorism; Seasonal Influenza Surveillance Information; Quality Control (QC) Procedures for CDC Zika MAC ELISA; Environmental Laboratory Ethics; Update on Synthetic Opioid Testing and What's new in the World of Synthetic Drugs. Members of the FSL were trained on topics such as Berla iVee Vehicle Forensics Training; Introduction to Photoshop: Level 1; Introduction to the Science of Friction Ridge Examination; iPhone, iPad and Smartphone Apps for CSI.	Complete		Transformative	Continuing professional development is crucial in the forensic science and public health disciplines. Continuing professional development ensures that scientists remain current in their disciplines or advance to a higher level of expertise, specialization, or responsibility. All scientists have an ongoing obligation to remain current in their field through continuing education and other developmental activities to keep DFS as a state of the art laboratory with cutting edge scientific procedures.	FY17Q4
<b>Restore the Continuation for Operations Plan (COOP). (4 Initiative Updates)</b>						

Restore the Continuation for Operations Plan (COOP).	The COOP Plan has been updated by each division, and a workshop will be held Tuesday, Jan 31. Workshop will be lead by Homeland Security and Emergency Management Agency.	50-74%	High	Demonstrable	All management, Supervisors and directorship will be trained and aware of what to do in the event the CFL facility is inoperable for 30 days.		FY17Q1
Restore the Continuation for Operations Plan (COOP).	COOP Plan is written, and table-top exercise is planned and organized with assistance of Eric Oddo for August 2017.	75-99%	High	Demonstrable	Integrate DFS into the government-wide COOP Plan.		FY17Q2
Restore the Continuation for Operations Plan (COOP).	A COOP Tabletop Exercise is scheduled for Aug 3. HSEMA will be facilitating the event. The COOP Plan has been updated, revised and reviewed by HSEMA. A follow-up report will be provided after the COOP Exercise Aug. 3	50-74%	High	Demonstrable	Integrate DFS into the government-wide COOP plan.		FY17Q3
Restore the Continuation for Operations Plan (COOP).	DFS held the COOP Tabletop exercise on August 3rd with the help of key stakeholders. With the information obtained from the exercise during the hotwash, DFS was able to update and finalize the COOP plan. The updated COOP plan is available.	Complete		Demonstrable	Integrate DFS into the government-wide COOP Plan.		FY17Q4
<b>Support on boarding all new hires and training to proficiency for duty. (4 Initiative Updates)</b>							
Support on boarding all new hires and training to proficiency for duty.	Currently 16 of the 78 FTEs are in the hiring phase(s) and the 12 new hires are in the DFS Academy (started 01/03/2017). Training will last approximately 12 weeks, to support demonstrative training, right seat left seat training, comps, and additional support to be shadowed by Supervisors for final review(s). DFS will continue to interview and hire the remaining FTEs to support mission.	75-99%	High	Incremental	All new FTE will be trained and supporting the streets, mission, and DFS by 09/30/2017.		FY17Q1
Support on boarding all new hires and training to proficiency for duty.	All new staff members are Leica trained to support CSSU.	75-99%	High	Incremental	Impacts could include crime scene support reduction, if all FTEs are not filled. Current training will allow for all new hires to complete their in-house training on time.		FY17Q2
Support on boarding all new hires and training to proficiency for duty.	Currently CSS has 1 CS9, 4 CS11, 7 CS12, and 5 CS13 pending posting, interview, and/or hiring. All vacancies will be posted by September to support the mission of DFS.	75-99%	Medium	Incremental	Due to vacancies and hiring of experienced staff, to support this vital role for DC, the impact is on the staff who work equally throughout the 24/7/365 operation.		FY17Q3
Support on boarding all new hires and training to proficiency for duty.	DFS worked diligently to recruit Crime Scene Scientists during FY17. Of the 22 CSS FTEs that were funded in FY17 via one-time MPD funds, DFS was able to fill all but 4 positions. Five FTEs were eliminated due to the FY18 Budget process where Council only made 17 out of the 22 FTEs permanent.	75-99%		Incremental	Filling vacant crime scene scientist positions has ensured there is sufficient 24/7 coverage and timely response to vital scene investigations associated with crimes committed within DC. Increased collection, diligent documentation and meticulous preservation of evidence is required to ensure successful analysis of evidence, leading to appropriate resolution of investigations and ultimately reducing crime in DC.		FY17Q4

## Agency Accomplishment

**Add** Add Accomplishment

### Accomplishment

#### Accomplishments

What is the accomplishment that your agency wants to highlight?	How did this accomplishment impact residents of DC?	How did this accomplishment impact your agency?
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Elimination of the DNA Sexual Assault Kit backlog in the District of Columbia	In FY17, DFS was able to completely eliminate the District's sexual assault kit backlog.	The Department of Forensic Sciences (DFS) Forensic Biology Unit (FBU) reduced the backlog of forensic biology cases by increasing laboratory capacity.
Established the Forensic Chemistry Unit	In November, 2016 DEA advised that they would not be able to support analysis of evidentiary controlled substances for the District of Columbia beginning in calendar year 2018. In FY 2017, the Department of Forensic Sciences (DFS) established the Forensic Chemistry Unit (FCU) to process and track forensic requests for examination of drug evidence in submitted samples. In 2017, the FCU has performed analyses on over a hundred samples for critical stakeholders such as the OCME, DOC, MPD and ABRA.	The Forensic Chemistry Unit (FCU) received both a federal DEA schedule 1-5 permit and passed DC inspection for a Schedule 1-5 drug permit. Using assistance from visiting DEA scientists, FCU validated and implemented numerous new procedures and established the capability to test for synthetic opioids and cannabinoids as well as other illegal narcotics such as heroin and cocaine. FCU plans to undergo an external audit for ISO17025 accreditation by the end of calendar year 2017.
Establishment of Digital Evidence Unit	In FY17, the Department of Forensic Sciences (DFS) established the Digital Evidence Unit (DEU) to increase the District's investigation testing capabilities concerning a wide variety of cybercrimes and fraud. DEU conducts advanced and highly specialized computer forensic investigations and analyses, data recovery, and electronic discovery from digital media to include a wide variety of mobile computer devices, cell phones, and more recently, "skimmers" used on ATM machines.	In 2017, the Digital Evidence Unit (DEU) increased their caseload by 800% and worked 321 cases with an average turnaround time of 5 days and have no backlog. This year, DEU introduced two new capabilities: the ability to extract and analyze data from computers found within motor vehicles, and the ability to extract and read data from the hardware of cell phones using the 'chip-off' technique.

## 2017 Special Mayoral Plans

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

## Administrative Information

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

**Performance Plan ID** 138

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## Department of Forensic Sciences FY2018

**Agency** Department of Forensic Sciences

**Agency** DFS  
**Acronym**

**Agency** FR0  
**Code**

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

**Agency** Alexis (DFS) Williams; Kimary (DFS) Harmon; Luis (EOM) Teran; Matthew McCarroll; Tyneka Garrett; Yi-Ru Chen  
**Performance POCs**

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

**Fiscal** 2018  
**Year**

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

### 2018 Objectives

#### Strategic Objectives

Objective Number	Strategic Objective	# of Measures	# of Operations
1	Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing.	6	4
2	Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support.	4	3
3	Create and maintain a highly efficient, transparent and responsive District government.**	9	5
<b>TOT</b>		<b>19</b>	<b>12</b>

Add Strategic Objective

### 2018 Key Performance Indicators

#### Key Performance Indicators

Measure	New Measure/Benchmark Year	Directionality	FY 2014 Actual	FY 2015 Target	FY 2015 Actual	FY 2016 Target	FY 2016 Actual	FY 2017 Target	FY 2017 Actual	FY 2018 Target	FY 2018 Quarter 1
<b>1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (6 Measures)</b>											
Percentage of requested homicide cases completed within 60 days from the date the analyst was assigned the case	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	82%	50%	94.3%	90%	Needs Data Update
Percent of Biological Terrorism and Chemical Terrorism samples analyzed within 24 hours	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	Not Available	90%	100%	90%	Needs Data Update

Percentage of priority cases as designated by the contributor and marked in LIMS completed within 60 days from the date the analyst was assigned the case	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	74%	50%	89.8%	90%	Needs Data Update
The ratio of new assays/tests in comparison of total tests offered at the Public Health Laboratory	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	New Measure	Needs Data Update
Percent of Crime Scene Reports completed within 14 calendar days.	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	95%	Needs Data Update
Percent of crime scenes responded to within 30 minutes	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	90%	Needs Data Update

**2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support. (4 Measures)**

Percent of action steps in a Quality Corrective Action Report that are completed by the action step date	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	77%	90%	91.3%	90%	Needs Data Update
Percent of scientists meeting technical competency requirements	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	97%	90%	99.5%	90%	Needs Data Update
Percent of safety incident reports submitted to DFS Safety Officer within 48 hours	<input type="checkbox"/>	Up is Better	Not available	Not available	Not available	Not available	98%	90%	92.3%	90%	Needs Data Update

Percent of discovery requests completed within 21 days.	✓	Up is Better	Not available	Not available	Not available	Not available	New Measure	New Measure	New Measure	90%	Needs Data Update
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We've revisited a project to standardize District wide measures for the Objective "Create and maintain a highly efficient, transparent and responsive District government." New measures will be tracked in FY18 and FY19 and published starting in the FY19 Performance Plan.

## 2018 Operations

Operations	Operations Header	Operations Title	Operations Description	Type of Operations	# of Measures	# of Strategic Initiatives
<b>1 - Provide high-quality forensic science and public health laboratory analysis to stakeholders so they can execute their own core services to the public in a timely manner. Our three overarching core services are: crime scene evidence collection, forensic science analysis, and public health laboratory diagnostic, analytical and emergency response testing. (4 Activities)</b>						
	PUBLIC HEALTH LAB UNIT	Provide timely testing of pathogens of public health significance	The Public Health Laboratory will provide diagnostic, analytical and emergency response testing for biological pathogens and chemical agents from clinical, environmental, or food sources.	Daily Service	3	1
	LABORATORY EXPANSION	Improve laboratory efficiency through technological advances.	DFS will continue to expand its capabilities as a top tier forensic and public health laboratory by implementing new scientific programs and investing in laboratory equipment infrastructure.	Key Project	0	2
	FORENSIC SCIENCE LAB UNIT	Conduct timely forensic analysis	The Forensic Science Laboratory division will conduct coordinated and timely forensic analysis in accordance with industry standards and accreditation guidelines.	Daily Service	8	3
	CRIME SCENE TECHNICAL UNIT	Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection	The Crime Scene Sciences Division will serve as stewards of evidence by maintaining custody of evidence from collection to storage at DFS.	Daily Service	2	2
	TOT				13	8
<b>2 - Provide administrative support, training and risk management oversight to our laboratory and technical units by ensuring compliance with the legal mandate to make analysis documents available. The science lab units will each have administrative support services to maintain operational capacity in the form of training, continuing education, safety, risk management, quality and legal support. (3 Activities)</b>						
	RISK MANAGEMENT	Oversee the laboratory environment is both safe and healthy for staff.	Establish, manage and ensure compliance of federal, district, and local regulations and policy; and provide medical surveillance to staff, mandates safety training for all staff members, and audits laboratory facilities to ensure a safe work environment.	Daily Service	1	0
	PROFESSIONAL DEVELOPMENT	Offer training curriculum for professional development	Provide a training curriculum to DFS employees to ensure they maintain skill sets, meet standards of excellence, and deliver high quality, accurate, and reliable services.	Daily Service	1	1
	LABORATORY CERTIFICATION	Monitor quality compliance with certification requirements	Assurance that DFS produces products that are fit for stakeholders' purposes by maintaining ISO 17025 accreditation for the agency, maintains Clinical Laboratory Improvement Act (CLIA) certification, as well as, compliance with applicable federal regulations such as the Division of Select Agents and Toxins (DSAT).	Daily Service	3	2

TOT				5	3
<b>3 - Create and maintain a highly efficient, transparent and responsive District government.** (5 Activities)</b>					
PERFORMANCE STATISTICS	Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment.	Analyze raw data and present graphical visuals of real-time workload from data obtained from LIMS, and other databases to better inform strategic leadership decisions to enhance laboratory services.	Key Project	1	0
INFORMATION TECHNOLOGY	Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders.	Promote and facilitate the effective integration of technology into the DFS divisions by developing, supporting, and maintaining a highly effective, reliable, secure, and innovative information systems to support agency needs.	Daily Service	1	1
PROCUREMENT	Efficiently procure vital services and resources.	Proactively procure the necessary services, supplies, and equipment for the laboratories to meet the daily needs of scientists and agency personnel.	Daily Service	1	0
HUMAN RESOURCES	Responsible for human capital management and recruitment for DFS and serves as liaison to external entities.	Supports the hiring of new employees and provides employee data on residency, on-board time, and performance plan completion from data pulled from PeopleSoft.	Daily Service	1	1
LEGAL	Provide legal advice to the agency and facilitate stakeholder engagement.	Facilitate stakeholder engagement, legally advise director level decision-making, train scientists for court testimony and presentation of scientific expertise, draft contracts and agreements with government and private organizations, and process discovery requests.	Daily Service	5	0
TOT				9	2
<b>TOT</b>				<b>27</b>	<b>13</b>

## 2018 Workload Measures

### Workload Measures - Operations

Measure	New Measure/ Benchmark Year	Numerator Title	Units	FY 2014	FY 2015	FY 2016	FY 2017 Actual	FY 2018 Quarter 1
<b>1 - Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection (2 Measures)</b>								
Number of evidence items received	<input type="checkbox"/>	Number of evidence items received	items			Not Available	88683	Needs Data Update
Number of crime scenes processed	<input type="checkbox"/>	Number of crime scenes processed	crime scenes			Not Available	7196%	Needs Data Update
<b>1 - Conduct timely forensic analysis (8 Measures)</b>								
Number of service requests from stakeholders	<input type="checkbox"/>	Number of service requests from stakeholders	requests			Not Available	9649	Needs Data Update
Number of CODIS database hits	<input type="checkbox"/>	Number of CODIS database hits	CODIS database hits			Not Available	156	Needs Data Update
Number of NIBIN database hits	<input type="checkbox"/>	Number of NIBIN database hits	NIBIN database hits			349	385	Needs Data Update

Number of AFIS database entries	<input type="checkbox"/>	Number of AFIS database entries	AFIS database entries			Not Available	9035	Needs Data Update
Number of CODIS database entries	<input type="checkbox"/>	Number of CODIS database entries	CODIS database entries			Not Available	433	Needs Data Update
Number of NIBIN database entries	<input type="checkbox"/>	Number of NIBIN database entries	NIBIN database entries			Not Available	7231	Needs Data Update
Number of AFIS database hits	<input type="checkbox"/>	Number of AFIS database hits	AFIS database hits			Not Available	1516	Needs Data Update
Number of firearms processed for test fire	<input type="checkbox"/>	Number of firearms processed for test fire	firearms			1717	2226	Needs Data Update
<b>1 - Provide timely testing of pathogens of public health significance (3 Measures)</b>								
Number of tests performed for each recieved public health sample	<input type="checkbox"/>	Number of tests	tests			Not Available	3505	Needs Data Update
Number of validation efforts performed	<input type="checkbox"/>	Total number of validation efforts performed	raw number of validations performed			Not Available	31	Annual Measure
Number of Proficiency Tests performed	<input type="checkbox"/>	Total number of proficiency tests performed	count of proficiency tests performed			Not Available	79	Needs Data Update
<b>2 - Monitor quality compliance with certification requirements (3 Measures)</b>								
Number of Quality Corrective Action Requests opened	<input type="checkbox"/>	Number of Quality Corrective Action Requests opened	requests			129	109	Needs Data Update
Number of stakeholder complaints received	<input type="checkbox"/>	Number of stakeholder complaints received	complaints			20	4	Needs Data Update
Number of internal audits	<input type="checkbox"/>	Number of internal audits	audits			Not Available	4	Needs Data Update
<b>2 - Offer training curriculum for professional development (1 Measure)</b>								
Number of training hours completed by employees	<input type="checkbox"/>	training hours	hours			Not Available	2220	Needs Data Update
<b>2 - Oversee the laboratory environment is both safe and healthy for staff. (1 Measure)</b>								
Number of safety incidents reported	<input type="checkbox"/>	Number of safety incidents reported	reports			91	41	Needs Data Update
<b>3 - Efficiently procure vital services and resources. (1 Measure)</b>								
Number of requisitions submitted into PASS	<input type="checkbox"/>	Number of requisitions submitted into PASS	requisitions			Not Available	364	Needs Data Update
<b>3 - Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders. (1 Measure)</b>								
Number of IT service requests received	<input type="checkbox"/>	IT service requests	requests			4667	3921	Needs Data Update
<b>3 - Provide legal advice to the agency and facilitate stakeholder engagement. (5 Measures)</b>								

Number of discovery requests	<input type="checkbox"/>	Number of discovery requests	requests			Not Available	936	Needs Data Update
Number of Subpoenas received and uploaded to LIMS	✓	Number of subpoenas received	subpoenas			New Measure	New Measure	Needs Data Update
Number of discovery requests received	✓	Discovery requests	Discovery requests			New Measure	New Measure	Needs Data Update
Number of FOIA Requests	✓	FOIA Requests	Requests			New Measure	New Measure	Needs Data Update
Number of MOA/MOUs the agency enters into with other agencies	✓	MOUs/MOAs	MOUs/MOAs			New Measure	New Measure	Needs Data Update
<b>3 - Responsible for human capital management and recruitment for DFS and serves as liaison to external entities. (1 Measure)</b>								
Number of employees on-boarded	<input type="checkbox"/>	Number of employees on-boarded	employees			Not Available	72	Needs Data Update
<b>3 - Strategically forecast, analyze, and present agency data to determine levels of resource efficiency and goal attainment. (1 Measure)</b>								
Number of unique statistical reports generated	<input type="checkbox"/>	Number of unique statistical reports generated	reports			Not Available	14	Needs Data Update

## 2018 Initiatives

### Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date	Add Initiative Update	# of Initiative Updates	Needs Initiative Update Notification
Conduct professional and expedient crime scene responses, collection, and storage of evidence. and evidence collection (2 Strategic initiatives)					
Review and implement a more effective approach for the processing of evidence in the Chemical Laboratory (CL) for the Crime Scene Sciences Division.	In FY18, the Crime Scene Sciences Division will increase the use of new technology, such as the Reflective Ultraviolet Imaging System (RUVIS), in order to develop a strong workforce. The new technology will improve DFS personnel process in collecting latent prints, support the collection of DNA and trace materials from recovered items such as firearms, and increase the identification of offenders within DC and to other states. In addition, DFS will establish the best sequence to collect from visual examinations through to physical and chemical applications developing latent prints. Quarterly reviews will be supported to reflect quantitative and qualitative metrics and milestones in the process.	09-30-2018	Add Initiative Update	0	Needs Update
Create DFS CSS outreach/training program on evidence handling procedures for DFS customers.	In FY18, the Crime Scene Sciences Division will develop an outreach and training program for critical stakeholders, customers, and other District agencies to increase their knowledge on basic evidence handling, storage, and packaging. This will establish standardization throughout the evidence collection and preservation process. In addition, this will improve the seamless exchange of evidence among District agencies responsible for the preservation and safe storage of evidence. Quarterly reviews will be supported to reflect quantitative and qualitative metrics and milestones in the process.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
Conduct timely forensic analysis (3 Strategic initiatives)					

Increase In-House DNA Testing at the Department of Forensic Sciences (DFS)	In FY18, the Forensic Biology Unit (FBU) will decrease systemic DNA outsource testing of its current volume of cases and conduct validated DNA testing in house. FBU will focus on training personnel, completing and streamlining work flow efficiencies with a goal of working 50% of cases in house by FY18 Q3 and 75% by FY18 Q4.	09-30-2018	Add Initiative Update	0	Needs Update
Implementation of Mideo Technology in the Latent Fingerprint and Firearms Examination Units	In FY18, DFS will continue to implement Mideo technology in the Latent Fingerprint Unit and Firearms Examination Unit. This technology will improve forensic case management and quality enhancements to ensure the accuracy and transparency of testing examinations in both units. Both units will address work flow, develop written policies and procedures, and competency measures in accordance with accreditation guidelines. Mideo will be fully implemented in both units by FY18-Q4.	09-30-2018	Add Initiative Update	0	Needs Update
Examine the Impact of Forensic Intelligence Reports in the Criminal Justice Process	In FY18, the Forensic Intelligence Unit (FIU) will develop methods to analyze data from stakeholders and Forensic Science Laboratory units. This will help determine the overall criminal justice impact from DFS fingerprint, firearms, digital and DNA evidence examinations. In addition, FIU will determine overall utility and outcomes to investigations from hits/and or associations from forensic intelligence computer systems such as the Automated Fingerprint Identification System (AFIS), Combined DNA Index System (CODIS), and National Integrated Ballistic Information Network (NIBIN). FIU will produce a unit specific review each quarter (FBU -FY18-Q1, LFU-FY18-Q2, DEU-FY18-Q3 and FEU-FY18-Q4)	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
<b>Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to Stakeholders. (1 Strategic Initiative)</b>					
Implement a strategy to increase the digital and laboratory data storage capacity at the Department of Forensic Sciences	In FY18, DFS will launch the Forensic Digital Storage System to support storage of analytical data, clinical data, and digital evidence for the Forensic Science Laboratory, Public Health Laboratory, and Crime Scene Science Division. The system will support the exponential growth in data storage needs from 1 to 3 Terabytes of data a day due to the implementation of several advanced scientific and information technology systems.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
<b>Improve laboratory efficiency through technological advances. (2 Strategic initiatives)</b>					
Implement Next Generation Sequence (NGS) Typing of microbial and human DNA	In FY18, DFS will implement the use of Next Generation Sequencing (NGS) technologies for both the Forensic Science Laboratory and the Public Health Laboratory (PHL) Division for the use of evidentiary samples and microbial samples of interest. The use of NGS will provide additional DNA information for investigators and allow PHL to participate in the PulseNet program to help identify food borne illness outbreaks within the District. By FY18 Q2, the PHL will be certified by the Centers for Disease Control and Prevention (CDC) PulseNet program for Salmonella. By FY18 Q4, the PHL will also have NGS implemented for Carbapenem Resistant Enterobacteriaceae determination.	09-30-2018	Add Initiative Update	0	Needs Update

Explore a replacement for File on Q and JUSTICTRAX LIMS, to support a unified system to track evidence and property for the District.	The District government currently uses two systems to manage evidence within the District. The Department of Forensic Sciences (DFS) uses JUSTICTRAX Laboratory Information Management System (LIMS) which maintains detailed data sets for evidence, from the scene to the court. The Metropolitan Police Department (MPD) uses File on Q (FoQ) which help in tracking items for storage and location that is limited in granularity and not suitable as a LIMS. DFS must use both systems to ensure stakeholder's needs are met which increases labor costs and turnaround time for the District. In FY18, DFS will explore new LIMS systems to replace both JUSTICTRAX LIMS and FoQ. DFS will develop a work group with MPD and OCTO that will review current system in order to establish requirements for the new LIMS system, evaluate various COTS products for suitability, and determine approximate costs to replace systems to help maintain the integrity of the District.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
Monitor quality compliance with certification requirements (2 Strategic initiatives)					
Prepare the Forensic Chemistry Unit for ISO 17025 Laboratory Accreditation	Over FY18, DFS will incrementally take over the testing responsibilities for the District's illicit substance cases from the US Drug Enforcement Agency (DEA). By start of FY18-Q1, DFS Forensic Chemistry Unit (FCU) will have completed an internal desk audit by DFS Quality, and by ending of FY18-Q1, the FCU will undergo an external audit by ANSI-ASQ National Accreditation Board (ANAB), with accreditation to ISO/IEC 17025 by start of FY18-Q2.	09-30-2018	Add Initiative Update	0	Needs Update
Prepare the Digital Evidence Unit for ISO 17025 Laboratory Accreditation	In FY18, DFS Digital Evidence Unit (DEU) will finalize policies, standard operating procedures and quality assurance and control documents to demonstrate compliance with international accreditation standards and achieve accreditation of ISO 17025 for FY18.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
Offer training curriculum for professional development (1 Strategic Initiative)					
Provide professional development to emerging leaders within DFS	In FY18, DFS will develop a training program for emerging leaders (non-managers and new managers) within the agency with a focus on core values, basics of management, emotional intelligence, and communicating effectively to advance DFS personnel professional contributions to the agency. This training program will supplement and enhance existing training curriculum provided by DCHR for non-managers who are interested in getting into management, and for new managers who need additional management skills. The plan will be finalize by end of FY18-Q2 for implementation throughout the remaining fiscal year.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
Provide timely testing of pathogens of public health significance (1 Strategic Initiative)					



Re-establish sexually transmitted disease testing into the Public Health Lab	In FY18, DFS Public Health Laboratory (PHL) will re-establish STD testing capabilities for the District to identify chlamydia, gonorrhea, and syphilis from samples received from District hospitals and health care facilities. This will help reduce the cost of outsourcing and improve the quality in services. PHL will follow current CDC recommendations for testing to ensure accurate and prompt results for appropriate diagnosis and surveillance. By FY18 Q2, the PHL will implement a pilot program for testing chlamydia and gonorrhea by molecular methods to provide robust data and information for the Department of Health (DOH). By FY18 Q4, syphilis testing will be implemented in an effort to support the DOH HIV/AIDS, STD, Hepatitis, and TB Administration of the DOH.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
<b>Responsible for human capital management and recruitment for DFS and serves as liaison to external entities. (1 Strategic Initiative)</b>					
Develop an Employee Retention Plan for the employees in the Firearms Examination Unit	In FY18, DFS will develop an employee retention plan specific to the Firearms Examination Unit (FEU) to increase the unit's personnel retention rate. Due to the national shortage of qualified individuals, FEU examiners are difficult to hire and retain. In Q1, DFS will research initiatives and identify existing incentives programs within District Government that could be utilized to retain FEU examiners. In addition, DFS will work with professional associations for Firearms Examiners to identify successful retention programs in other jurisdictions in order to improve retention. In Q2, DFS will also work with The Department of Human Resources to obtain feedback and provide retention plan recommendations to the Office of the Deputy Mayor for Public Safety and City Administrator.	09-30-2018	Add Initiative Update	0	Needs Update
TOT				0	
<b>TOT</b>				<b>0</b>	

## Administrative Information

**FY Performance Plan** Department of Forensic Sciences FY2018 **Record ID#** 490

**Performance Plan ID** 364

Created on Dec. 15, 2016 at 3:17 PM (EST). Last updated by [Katz, Lia \(EOM\)](#) on June 6, 2017 5:49 PM at 5:49 PM (EDT). Owned by [Katz, Lia \(EOM\)](#).

**27. Please separately list each employee whose salary was \$100,000 or more in FY17 and FY18, to date. Provide the name, position number, position title, program, activity, salary, and fringe. In addition, state the amount of any overtime or bonus**

<b>FY 2017 List of Employees Salary of \$100,000 or More</b>						
<b>Program Number</b>	<b>Activity Number</b>	<b>Employee Name</b>	<b>Position Number</b>	<b>Position Title</b>	<b>Salary</b>	<b>Fringe</b>
1000	1090	Smith, Jenifer Ann Lindsey	00044562	Director of Forensic Sciences	\$221,959.38	\$50,384.78
1000	1090	Chen, Yi-Ru	00077073	Chief Operating Officer	\$171,849.32	\$39,009.80
2000	2010	Wiggins, Karen A	00032361	Laboratory Director	\$154,869.00	\$35,155.26
3000	3010	Tran, Anthony	00012406	Public Health Laboratory Director	\$152,213.40	\$34,552.44
4000	4010	Kelly, Troy	00077070	Associate Director, Crime Scene	\$152,213.40	\$34,248.02
1000	1090	Graham, Brittany H	00077076	Deputy Director	\$152,213.40	\$34,552.44
3000	3020	Raj, Pushker	00015878	Forensic Scientist Supervisor	\$139,522.00	\$31,671.49
3000	3020	Stevenson, Lindsay	00076752	Forensic Scientist Supervisor	\$139,522.00	\$31,671.49
4000	4020	Greenwalt, Grant L	00077619	Crime Scene Sciences Supervisor	\$131,076.77	\$29,754.43
1000	1015	Reedy, Paul L	00077074	Program Manager	\$129,434.00	\$29,381.52
2000	2020	Walraven, Tracy	00010870	Forensic Scientist Supervisor	\$129,433.21	\$29,381.34
2000	2020	Borchardt, Andrea	00042612	Forensic Scientist Manager	\$129,433.21	\$29,381.34
1000	1060	Raj, Rashee	00077616	General Counsel	\$128,400.00	\$29,146.80
1000	100F	Parker, Lorrelle C	00090760	Agency Fiscal Officer	\$126,840.00	\$28,792.68
1000	1040	Steele,Deshaun M	00082645	Supervisory IT Specialist	\$126,000.00	\$28,602.00
3000	3020	Short, Luke C	00035582	Supervisory Chemist	\$121,323.09	\$27,540.34
2000	2020	Pope, Jonathaniel	00005945	Forensic Scientist Supervisor	\$117,216.06	\$26,608.05
1000	1080	Beamon, LaShon S	00078047	Public Information Officer	\$114,199.00	\$25,923.17
2000	2020	Beckman, Jessica Anne	00019830	Forensic Scientist Supervisor	\$113,802.00	\$25,833.05
4000	4020	Boehm II, William	00087612	Central Evidence Unit Manager	\$113,802.00	\$25,833.05
2000	2020	Evans, Barbara J	00009995	Lead Forensic	\$111,131.00	\$25,226.74

				Scientist		
2000	2020	Wolti, Susan	00029190	Forensic Scientist Tech. Lead	\$111,131.00	\$25,226.74
2000	2020	Skillman, Jessica L	00035487	Forensic Scientist III (DNA Ex	\$107,334.00	\$24,364.82
1000	1055	Grier, Patricia A.	00029189	Safety & Occup. Hlth. Manager	\$106,923.34	\$24,271.60
2000	2020	Graves, Gloria V	00026615	Forensic Scientist	\$104,523.00	\$23,726.72
2000	2010	Feko, Mahkaping	00040882	Quality Assurance Specialist	\$104,423.00	\$23,704.02
1000	1040	Jackson, James R	00008767	IT Specialist	\$101,826.00	\$23,114.50
1000	1040	Lowry, Brook Alan	00090864	Information Technology Special	\$101,826.00	\$23,114.50
2000	2020	Johnson, Nikia C.	00004390	Forensic Scientist III	\$101,712.00	\$23,088.62
2000	2020	Hopkinson, Krystyna H	00011407	Forensic Scientist III	\$101,712.00	\$23,088.62
2000	2020	Williams, Candice	00032425	Forensic Scientist III	\$101,712.00	\$23,088.62
4000	4020	Starner, Joseph	00087626	Fleet and Logistics Manager	\$101,332.43	\$23,002.46
4000	4020	Pettus, Natasha D	00002210	Central Evidence Unit Supervisor	\$101,077.00	\$22,944.48
4000	4020	Sobilo, Kelly	00083071	Central Evidence Unit Supervisor	\$101,076.99	\$22,742.32

**FY 2018 List of Employees Salary of \$100,000 or More**

<b>Program Number</b>	<b>Activity Number</b>	<b>Employee Name</b>	<b>Position Number</b>	<b>Position Title</b>	<b>Salary</b>	<b>Fringe</b>
1000	1090	Smith, Jenifer Ann Lindsey	00044562	Director of Forensic Sciences	\$221,959.38	\$50,384.78
1000	1090	Chen, Yi-Ru	00077073	Chief Operating Officer	\$171,849.32	\$39,009.80
2000	2010	Wiggins, Karen A	00032361	Laboratory Director	\$154,869.00	\$35,155.26
3000	3010	Tran, Anthony	00012406	Public Health Laboratory Director	\$152,213.40	\$34,552.44
1000	1090	Graham, Brittany H	00077076	Deputy Director	\$152,213.40	\$34,552.44
3000	3020	Raj, Pushker	00015878	Forensic Scientist Supervisor	\$139,522.00	\$31,671.49
3000	3020	Stevenson, Lindsay	00076752	Forensic Scientist Supervisor	\$139,522.00	\$31,671.49
4000	4020	Greenwalt, Grant L	00077619	Crime Scene Sciences Supervisor	\$131,076.77	\$29,754.43
1000	1015	Reedy, Paul L	00077074	Program Manager	\$129,434.00	\$29,381.52
2000	2020	Walraven, Tracy	00010870	Forensic Scientist Supervisor	\$129,433.21	\$29,381.34
2000	2020	Borchardt, Andrea	00042612	Forensic Scientist Manager	\$129,433.21	\$29,381.34
1000	1060	Raj, Rashee	00077616	General Counsel	\$128,400.00	\$29,146.80
1000	100F	Parker, Lorrelle C	00090760	Agency Fiscal Officer	\$126,840.00	\$28,792.68
1000	1040	Steele,Deshaun M	00082645	Supervisory IT Specialist	\$126,000.00	\$28,602.00
3000	3020	Short, Luke C	00035582	Supervisory Chemist	\$121,323.09	\$27,540.34
2000	2020	Pope, Jonathaniel	00005945	Forensic Scientist Supervisor	\$117,216.06	\$26,608.05
1000	1080	Beamon, LaShon S	00078047	Public Information Officer	\$114,199.00	\$25,923.17
2000	2020	Beckman, Jessica Anne	00019830	Forensic Scientist Supervisor	\$113,802.00	\$25,833.05
4000	4020	Boehm II, William	00087612	Central Evidence Unit Manager	\$113,802.00	\$25,833.05
2000	2020	Evans, Barbara J	00009995	Lead Forensic Scientist	\$111,131.00	\$25,226.74
2000	2020	Welti, Susan	00029190	Forensic Scientist Tech. Lead	\$111,131.00	\$25,226.74
2000	2020	MacBean, Laura A	00042613	Lead Forensic Scientist (DNA)	\$111,131.00	\$25,226.74
2000	2020	Skillman, Jessica L	00035487	Forensic Scientist III	\$107,334.00	\$24,364.82

				(DNA Ex		
1000	1055	Grier, Patricia A.	00029189	Safety & Occup. Hlth. Manager	\$106,923.34	\$24,271.60
2000	2020	Graves, Gloria V	00026615	Forensic Scientist	\$104,523.00	\$23,726.72
2000	2010	Feko, Mahkaping	00040882	Quality Assurance Specialist	\$104,423.00	\$23,704.02
1000	1040	Jackson, James R	00008767	IT Specialist	\$101,826.00	\$23,114.50
1000	1040	Lowry, Brook Alan	00090864	Information Technology Special	\$101,826.00	\$23,114.50
2000	2020	Johnson, Nikia C.	00004390	Forensic Scientist III	\$101,712.00	\$23,088.62
2000	2020	Hopkinson, Krystyna	00011407	Forensic Scientist III	\$101,712.00	\$23,088.62
2000	2020	Williams, Candice	00032425	Forensic Scientist III	\$101,712.00	\$23,088.62
4000	4020	Starner ,Joseph	00087626	Fleet and Logistics Manager	\$101,332.43	\$23,002.46
4000	4020	Pettus, Natasha D	00002210	Central Evidence Unit Supervisor	\$101,077.00	\$22,944.48

**28. Please list in descending order the top 25 overtime earners in your agency in FY17 and FY18, to date, if applicable. For each, state the employee's name, position number, position title, program, activity, salary, fringe, and the aggregate amount of overtime pay earned.**

<b>FY 2017 Top 25 Overtime Earners</b>							
<b>Program</b>	<b>Activity</b>	<b>Name</b>	<b>Position Number</b>	<b>Position Title</b>	<b>Salary</b>	<b>Fringe</b>	<b>Overtime</b>
4000	4020	Sobilo, Kelly	00083071	Central Evidence Unit Supervisor	\$101,076.99	\$22,742.32	\$20,497.29
4000	4020	Younger, Nakisha	00087972	Central Evidence Specialist	\$54,299.00	\$12,217.28	\$16,017.60
4000	4020	Iorio, Ryan	00077620	Forensic Scientist	\$35,388.75	\$7,962.47	\$14,329.60
4000	4020	Beaven, Mary	00088268	Forensic Scientist	\$93,279.00	\$20,987.78	\$12,673.12
4000	4020	Stone, Kristie	00087608	Forensic Scientist Shift Supervisor	\$86,660.08	\$19,498.52	\$10,751.95
4000	4020	Whittington, Sheila	00042603	Central Evidence Specialist	\$65,709.00	\$14,784.53	\$10,507.61
1000	1060	Murrock, Kristin	00080799	Attorney Advisor	\$79,810.00	\$17,957.25	\$10,418.77
4000	4020	Reitnauer, Andrew	00090876	Forensic Scientist Shift Supervisor	\$95,000.00	\$21,375.00	\$10,390.62
4000	4020	Williams, Stephanie Frances	00088285	Forensic Scientist	\$76,082.00	\$17,118.45	\$10,310.80
4000	4020	Miller, Brianna	00088258	Forensic Scientist	\$52,669.00	\$11,850.53	\$10,164.45
4000	4020	Halter, Michael	00077626	Forensic Scientist	\$76,082.00	\$17,118.45	\$8,884.80
4000	4020	Bischof, Samantha	00077618	Forensic Scientist	\$76,082.00	\$17,118.45	\$8,684.11
4000	4020	Shymansky Jr., Edward	00088289	Crime Scene Analyst	\$90,468.00	\$20,355.30	\$ 8,661.69
4000	4020	Pettus, Natasha	00002210	Central Evidence Unit Supervisor	\$101,077.00	\$22,742.33	\$8,605.85
4000	4020	Buszka, Jeffrey	00088288	Forensic Scientist III	\$87,657.00	\$19,722.83	\$8,506.68
4000	4020	Vann, Danielle	00090878	Forensic Scientist	\$76,082.00	\$17,118.45	\$8,337.95
4000	4020	Price, Erin	00087613	Forensic Scientist Shift Supervisor	\$86,660.08	\$19,498.52	\$8,258.68
4000	4020	Olander, Cody	00011046	Forensic Scientist	\$69,395.00	\$15,613.88	\$8,098.73
4000	4020	Cheaver, Erika	00088257	Forensic Scientist	\$52,669.00	\$11,850.53	\$7,879.88

**FY 2017 Top 25 Overtime Earners**

<b>Program</b>	<b>Activity</b>	<b>Name</b>	<b>Position Number</b>	<b>Position Title</b>	<b>Salary</b>	<b>Fringe</b>	<b>Overtime</b>
4000	4020	Covington, Nathaniel	00090884	Forensic Scientist	\$80,806.00	\$18,181.35	\$7,748.85
4000	4020	Botteicher, Ashley	00088248	Forensic Scientist	\$52,669.00	\$11,850.53	\$7,203.48
4000	4020	Jones, April	00077621	Forensic Scientist	\$63,467.00	\$14,280.08	\$7,185.64
4000	4020	Hassberger, Laurel	00088287	Forensic Scientist	\$87,657.00	\$19,722.83	\$7,070.42
2000	2020	Mastrovito, Christine	00088271	Forensic Intelligence Analyst	\$88,841.00	\$19,989.23	\$7,045.81
4000	4020	Weaver, Troy	00077631	Central Evidence Specialist	\$61,491.00	\$13,835.48	\$6,995.63

FY 2018 Top 25 Overtime Earners							
Program	Activity	Name	Position Number	Position Title	Salary	Fringe	Overtime
4000	4020	Younger,Nakisha J	00087972	Central Evidence Specialist	\$54,299.00	\$12,217.28	\$5,279.92
4000	4020	Reitnauer,Andrew	00090876	Forensic Scientist Shift Super	\$95,000.00	\$21,375.00	\$3,242.78
4000	4020	Pettus,Natasha D	00002210	Central Evidence Unit Supervis	\$101,077.00	\$22,742.33	\$3,085.77
4000	4020	Sobilo,Kelly	00083071	Central Evidence Unit Supervis	\$101,076.99	\$22,742.32	\$2,454.03
4000	4020	Iorio,Ryan S	00077620	Forensic Scientist (Crime Scen	\$ 78,444.00	\$17,649.90	\$2,369.66
4000	4020	Langford,Rodney J	00088254	Forensic Scientist (Crime Scen	\$ 83,168.00	\$18,712.80	\$2,064.08
4000	4020	Beaven,Mary	00088268	Forensic Scientist III	\$ 93,279.00	\$20,987.78	\$2,038.05
4000	4020	Hilsmeyer,Sara	00077625	Forensic Scientist Shift Super	\$ 97,850.00	\$22,016.25	\$1,950.35
4000	4020	Cheaver,Erika	00088257	Forensic Scientist (Crime Scen	\$ 52,669.00	\$11,850.53	\$1,700.01
4000	4020	Shymansky Jr.,Edward L	00088289	Crime Scene Analyst	\$ 90,468.00	\$20,355.30	\$1,696.92
4000	4020	McCraw,Richard	00088264	Central Evidence Specialist	\$ 52,669.00	\$11,850.53	\$1,503.62
4000	4020	Weaver,Troy E.	00077631	Central Evidence Specialist	\$ 61,491.00	\$13,835.48	\$1,409.12
4000	4020	Jones,Tanisha	00090883	Forensic Scientist (Crime Scen	\$ 76,082.00	\$17,118.45	\$1,379.89
4000	4020	Jones,April	00077621	Forensic Scientist (Crime Scen	\$ 63,467.00	\$14,280.08	\$1,315.44
4000	4020	Bischof,Samantha D	00077618	Forensic Scientist (Crime Scen	\$ 76,082.00	\$17,118.45	\$1,309.69
4000	4020	McDowney,LaToya	00082814	Central Evidence Specialist	\$55,929.00	\$12,584.03	\$1,244.93
4000	4020	Keisling,Matthew	00088255	Forensic Scientist (Crime Scen	\$83,168.00	\$18,712.80	\$1,221.41
4000	4020	Vann,Danielle	00090878	Forensic Scientist (Crime Scen	\$76,082.00	\$17,118.45	\$1,193.99
4000	4020	Goolsarran,Nandani D	00045088	Forensic Scientist (Crime Scen	\$78,444.00	\$17,649.90	\$1,189.55
4000	4020	Buczek,Jillian	00087924	Central Evidence Specialist	54,299.00	\$12,217.28	\$1,178.56
4000	4020	Wilson,Reginald	00090899	Forensic Scientist (Crime Scen	\$52,669.00	\$11,850.53	\$1,176.44
3000	3020	Merid,Sosina	00035425	Medical Technologist	\$85,529.00	\$19,244.03	\$1,171.92
4000	4020	Roundtree,Stacy LaShea	00077635	Forensic Scientist (Crime Scen	\$80,806.00	\$18,181.35	\$1,145.02
4000	4020	Hassberger,Laurel C.	00088287	Forensic Scientist III	\$87,657.00	\$19,722.83	\$1,072.88
4000	4020	Miller,Brianna	00088258	Forensic Scientist (Crime Scen	\$52,669.00	\$11,850.53	\$1,032.90



**WORKING CONDITIONS  
AGREEMENT**

**BETWEEN**

**DISTRICT OF COLUMBIA  
GOVERNMENT**

**DEPARTMENT OF HEALTH**

**AND**

**1199 SEIU UNITED HEALTHCARE  
WORKERS EAST**

**EXPIRES SEPTEMBER 30, 2020**

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## **PREAMBLE**

### **SECTION A:**

This Agreement is entered into between the District of Columbia, Department of Health, hereinafter referred to as Employer, Management, or Agency, and 1199 SEIU United Healthcare Workers East, hereinafter referred to as the Union, or the Bargaining Unit.

### **SECTION B:**

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the preamble cannot be cited as contract violations.
2. The Employer and the Union recognize the need to provide efficient health services to the public and to maintain and increase the quality of health services. Further, both parties agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree that this agreement expresses the result of their negotiations and each party affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the agreement or as required by law.

### **SECTION C:**

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.
2. Now therefore, in consideration of mutual covenants and promises, the Employer and the Union do hereby agree as follows:

## **ARTICLE 1 RECOGNITION**

### **SECTION A:**

The District of Columbia Government hereby recognizes 1199 Service Employees International Union, United Healthcare Workers East as the exclusive representative of all non-supervisory Allied Health Care Professionals, employed by the District of Columbia, Department of Health. See Public Employee Relations Board Case No. 91-R-01.

## SECTION B:

Excluded from this representation are management officials, supervisors, confidential employees, employees engaged in administering the provisions of Title XVIII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

### **ARTICLE 2** **MANAGEMENT RIGHTS**

Management shall retain all rights not specifically abridged by provisions of this Agreement or by law, including but not limited to:

1. To direct employees of the Agency;
2. To hire, promote, transfer, assign, and retain employees in positions within the Agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District government operations entrusted to them;
5. To determine the mission of the Agency, its budget, its organization, the number of employees, the tour of duty, and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices;
6. To determine the qualification of employees for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct;
7. To formulate, change, or modify Agency rules, regulations, and procedures; and
8. To take whatever actions may be necessary to carry out the mission of the Agency in emergency situations.

### **ARTICLE 3** **UNION SECURITY AND DUES**

## SECTION A:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit. Employees covered by this Agreement are required to either join the Union or satisfy the financial obligations specified herein during the term of this Agreement.

## SECTION B:

1. Pursuant to D.C. Official Code §1-617.07 (2001 Ed.), Management agrees to deduct dues and/or initiation fees from each employee's bi-weekly pay upon authorization on the form attached hereto as Exhibit 1 or in any other form designated by the Union as necessary to accommodate any changes in the 1199 dues or initiation fee structure. Within two weeks of the employee's hiring orientation, the Employer shall afford the Union with an opportunity to meet with any new bargaining unit members and shall notify the Union in writing of the name, home address and home phone number of any new bargaining unit member. Dues deduction authorizations may be revoked in accordance with the provisions of the applicable authorization form. In the absence of a dues deduction authorization (including valid revocation), Management shall deduct a service fee in accordance with Section B of this Article.
2. Payment of dues or service fees through wage deductions shall be implemented in accordance with this Article and procedures established by Management. Management shall submit paperwork for payroll deductions within two pay periods of the employee's entry on duty. And such deduction shall start no later than the first pay period following the completion of the employee's first thirty (30) days of employment.
3. The Employer shall remit all deductions to the Union on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the paycheck was dated from which those dues, initiation fees, and service fees were deducted. Remittance of dues, initiation fees, and service fees shall be made payable to 1199 SEIU and mailed to 1199 SEIU United Healthcare Workers East, P.O. Box 2665, New York, New York 10108. This remittance shall be accompanied by a list of all employees on whose behalf dues, initiation fees and service fees are being paid. Such list shall include, for each employee, the following information: Institution/Agency; employee's name; unique employee identification number and last four digits of social security number; amount of dues, initiation fees, and/or service fees remitted. (The list shall clearly indicate which of the values listed are for dues, which are for initiation fees, and which are for service fees.) Every January and June, the Employer will provide the Union with a list of employees showing name, Grade, Step, Salary and Hourly Rate.
4. The Employer also agrees to furnish the Union each month with a list of names of the bargaining unit employees terminated during the month, their date of termination; and names of bargaining unit employees on leave of absence together with their beginning dates of leave of absence and type of leave.
5. There is a one-time initiation fee of \$50.00 or whichever amount the Union may establish from time to time subsequent to the execution of this Agreement. This one-time initiation fee will be deducted from the pay of new members upon the submission of a membership application.
6. Pursuant to the D.C. Official Code § 1-617.11(a), a Union which has been certified to be the exclusive representative of all employees in the bargaining unit, is responsible for representing the interests of all unit employees without discrimination and without regard

to Union membership, provided, however, that the employee pays dues or service fees consistent with law. Therefore, and in keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code § 1-617.07 and § 1-617.11(a), employees who do not pay Union dues shall pay a service fee.

7. The Union will notify the Agency of the service applicable to bargaining unit employees who opt not to be members of the union, which fees shall not exceed amounts established by Federal legal guidelines. This fee shall not exceed the Union membership dues, which shall be \$37.50 per pay period for all current bargaining unit employees based on their current gross pay as of July, 2011, or whichever amount the Union may establish from time to time subsequent to the execution of this Agreement. However, within two weeks of any new hire in the bargaining unit, the Agency will provide the Union with written notification, including, name, contact information, scheduled pay. The Agency will notify the Union of any reduction in an employee's scheduled hours and indicate the new regular pay biweekly. The Union will notify the Employer of any reduction in dues. The Employer will not be liable for any overage.
8. The Employer shall withhold the service fee, and the amount deducted shall be transmitted to the Union as provided in Section B3 of this Article.
9. Upon notice from the Union of an adjustment in dues and/or service fees, be it an increase or decrease, the Employer shall implement such adjustment as soon as practicable not later than sixty (60) days of receiving notice.
10. Union dues and/or the service fees withheld under this Article shall be transmitted to the Union minus a collection fee of ten cents (\$0.10) per deduction per pay period.
11. The Employer shall be relieved from making authorized dues deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absence items (b) – (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Paragraphs B. and C. of this Article. These provisions, however, shall not relieve any employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the union.
12. The Employer shall not be obliged to make deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

#### SECTION C: Check-Off/Political Action Funds

1. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee per pay period the amount of Political Action funds specified in said authorization and remit the funds as described in Section C3 herein.
2. The written authorization form shall be in the form annexed hereto as Exhibit 2, or in any other form designated by the Union as necessary to accommodate political action deductions, and shall contain the following information: employee's full name; D.C. Government employee identification number, deduction amount per pay period (or sufficient information to calculate same); employee address; Political Action Fund name; Political Action Fund address; signature of Employee; and date.
3. The Employer shall remit the funds to the Union in the same manner and at the same time as the Employer remits dues payments. Remittance of Political Action funds shall be paid by separate check from any payment made for membership dues, which check shall be made payable to 1199 SEIU Political Action Fund and mailed to 1199 SEIU United Healthcare Workers East, P.O. Box 2665, New York, NY 10108. The funds shall be accompanied by a list of all employees on whose behalf Political Action funds are being submitted. Such list shall include, for each employee, the following information: Institution/Agency, employee's name, D.C. Government Employee Number, and amount remitted.

#### SECTION D:

All lists referenced herein shall be transmitted in electronic format, if possible. The Employer shall provide to the Union the name, title, e-mail address, and telephone number of one person responsible for each list to be submitted who can directly authorize and produce such electronic transmission.

#### SECTION E:

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify, and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups relating to these deductions so long as such groups are not funded directly or indirectly by the Employer for an 1199 SEIU Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**ARTICLE 4**  
**EMPLOYEE LISTS**

The Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union on an annual basis a list of all employees in the Bargaining unit including titles, Agency/Department/Division, pay grade, and telephone and contact information, within two (2) weeks of the beginning of the year. On a monthly basis thereafter, the Employer, through the Office of Labor Relations and Collective Bargaining, shall supply a list of new employees and resignations, as well as updates to the titles, Agency/Department/Division, pay grade, and telephone and contact information.

**ARTICLE 5**  
**BARGAINING UNIT RIGHTS**

**SECTION A: BARGAINING UNIT ACTIVITIES ON EMPLOYER'S TIME AND PREMISES:**

1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Bargaining Unit Representatives shall be allowed to:
  - a. Post Bargaining Unit notices on designated bulletin boards;
  - b. Transmit communications authorized by the Union to the Employer or his representatives;
  - c. Consult with the Employer, his representative, District or local officials, other Bargaining Unit representatives or employees, concerning the enforcement of any provisions of the agreement.
2. Solicitation of membership, dues, or other internal business of the Union shall not be conducted during the duty hours of any employees concerned or in working areas at any time.

**SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES:**

1. The Employer agrees that authorized representatives of the Union shall have access to the premises of the Employer during working hours to conduct Union/Management business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause a minimum disruption of work activities. If the time requested in the notice is not possible, the visit will be rescheduled within three (3) working days for a specific date and time.
2. Upon entering a work area other than his/her own, the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not



to meet with a bargaining unit member, he/she must notify the appropriate supervisor upon arrival.

#### SECTION C: BULLETIN BOARDS:

1. The Employer agrees to provide bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union. Provisions will be made for Union use of space on existing bulletin boards in the units.
2. Notices shall not contain any libelous statements or materials. The Agency agrees to notify the Union upon determination that such materials violate this Section. The Union agrees to remove any material in violation of this Section immediately, or within five (5) working days upon the Agency's request.
3. The Union shall indemnify, defend and otherwise hold the employer harmless for any libelous statements or materials posted should anyone pursue a claim for union posted material and it shall be a sole matter between the Union and the claimant.
4. The District of Columbia Government shall not be liable in any way for material posted on Union Bulletin Boards.

### **ARTICLE 6** **BARGAINING UNIT REPRESENTATIVES**

#### SECTION A:

1. Delegates shall be designated by the Bargaining Unit and shall be recognized as employees' representatives. The Bargaining Unit shall supply the Directors of the Department of Health and the Office of Labor Relations and Collective Bargaining (OLRCB) with lists of names of Delegates and areas of assignments, which shall be posted on appropriate bulletin boards. The Union shall notify the Director and the OLRCB of changes in the roster of representatives within twenty-one (21) days of such change. Delegates are authorized to perform and discharge Bargaining Unit duties and responsibilities which may be assigned to them under the terms of this agreement. In the event such performance would require the employee to leave his/her post of duty, he/she must first obtain permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimum disruption of work activities.
2. Bargaining Unit Representatives Rights, as established by this Agreement, will be extended only to those individuals designated on those lists provided to Management as referenced in this Article. For the purpose of this Agreement, the term, "Union Representative" and "Bargaining Unit Representatives" include Union Delegates, Officers, Executive Board members and staff representatives.

#### SECTION B:

The election of Delegates shall be the sole responsibility of the Union.

#### SECTION C:

Any leave of absence for bargaining unit business shall be in accordance with the contract. The Employer has the right to grant or deny administrative leave, leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. The Employer may grant leave only if the employee can be released from his/her duties at that time.

#### SECTION D:

1. The Agency shall provide bargaining unit employees and employee representatives Official Time in the manner hereinafter described to receive, investigate, prepare, and present grievances. The Employee must submit the attached Official Time Form each pay period to memorialize the use of approved Official Time for time and attendance accounting.
  - a. When it is necessary for contacts to be made between employees and delegates in connection with the prosecution of a grievance/complaint, the employee who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. Such request will include a general statement regarding the nature of the meeting (i.e., to process a named grievance/complaint) and notification of the location to be visited.
  - b. If it is necessary for an employee to leave his/her immediate work area, the employee shall contact the supervisor of the employee's work area who he/she is contacting. The said supervisor shall advise the employee if the employee to be contacted can be relieved of his/her duties. Such arrangements, as described above, shall be coordinated prior to the requesting employee leaving his/her work area. Upon return to his/her work area, such employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.
  - c. Employees shall be granted Official Time as authorized, to be estimated in advance, upon individual request within their scheduled working hours to present grievances or complain to Management.
  - d. Delegates shall be granted Official Time, to be estimated in advance to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedures (see Article 15).
2. The Agency agrees that permission for Union representatives or employees to conduct bargaining unit business as defined in Section E below will not be unreasonably denied, or delayed; however, the Union recognizes that workload and scheduling considerations

will not always allow for release of Union representatives/employees from their assignments, nor shall the presentation or receipt of a grievance/complaint interfere with the performance and reporting requirements of employees.

3. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one (1) Union/employee representative, provided that one (1) Union staff member may also attend at any step.

#### SECTION E:

1. Bargaining Unit business as used in this Article is defined as follows:
  - a. Preparation and presentation of grievances and appeals;
  - b. Consultation between Bargaining Unit Representative and authorized management officials affecting employees in the bargaining unit;
  - c. Representation on committees established under this agreement;
  - d. Training relevant to bargaining unit issues.
2. This list is not meant to be exclusive of other functions which may be necessary for the enforcement of this collective bargaining agreement.

#### SECTION F:

1. In no case will internal Union business be conducted on Official Time. Delegates or their designees may be granted Official Time to conduct Union business as defined in Section E. Such requests for Official Time shall be made to and approved by the employee's immediate supervisor who may consult with the OLRCB.
2. When committees are established pursuant to this Agreement, or the Compensation Agreement between the parties, the Union will provide the Employer with a list of bargaining unit members and alternates designating the Committee (s) they will serve on. The Union shall notify the Employer and the OLRCB of changes in the list within twenty-one (21) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

### **ARTICLE 7** **EQUAL EMPLOYMENT OPPORTUNITY**

#### SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

1. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (2001 Ed.) (Act), the Agency and the Union agree not to

discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business.

2. The Parties recognize their responsibility to promote and ensure equal employment for all persons without regard to actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business and to promote the full realization of EEO through positive programs of affirmative action at every management level within the Agency.
3. Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure compliance with the D.C. Human Rights Law, D.C. Official Code Section 2-1401.01, et seq. (2001 Ed.).
4. Alleged violations of this Article shall be subject solely to the provisions of Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia Government, and do not constitute a basis for a grievance under this Agreement.

#### SECTION B: SEXUAL HARASSMENT

1. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subjected to disciplinary action. No employee shall be subject to sexual harassment. A statement of commitment to this principle will be posted where notices to employees are generally posted.
2. Complaints of sexual harassment will be brought to the appropriate management official's attention and will be expeditiously investigated, if after a claim of sexual harassment is resolved, the employee feels unable to continue in his/her job, he/she may apply for a transfer; transfers will be accomplished in accordance with applicable regulations and this agreement.

**ARTICLE 8**  
**NO STRIKES AND LOCKOUTS**

**SECTION A:**

It shall be unlawful for any District Government employee or the Union to participate in, authorize, or ratify a strike against the District. The term "strike" as referred to herein means a concerted refusal to perform duties or any concerted work stoppage or slowdown not authorized by the Employer. The Union agrees that it has an affirmative duty to disavow any strike, and to publicly encourage employees to return to work, in accordance with the Comprehensive Merit Personnel Act, D.C. Official Code Section 1-617.04 and 1-617.05 (2001 Ed.).

**SECTION B:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement, except that the Employer retains the right to close down any facilities to provide for the safety of employees, equipment or the public.

**ARTICLE 9**  
**ORIENTATION**

**SECTION A:**

1. New employees shall be given general orientation within thirty (30) days of hire followed by specific orientation to the practice of the respective discipline within the Department of Health within fourteen (14) days of hire. This orientation shall include, but not be limited to the following:
  - a. General orientation and organizations structure of the Department of Health and the District Government;
  - b. Legal rights of clients and staff, including HIPPA training; and
  - c. Familiarization with Allied Health clients' services and employee benefits.
2. The orientation program can/may be structured and in writing.
3. Specific orientation to the work area(s) assigned by the immediate supervisor shall be tailored to the needs of the individual.
4. Rehires and inter or intra agency transfers will receive orientation as required and determined by the immediate supervisor. Such orientation period may vary, depending on the experience of the employee.

## SECTION B: ORIENTATION MATERIALS

Appropriate materials may be provided for review by Management to the Union. Orientation schedules will include an outline of the content to be included.

## SECTION C: NEW EMPLOYEE ORIENTATION

A Union representative will be given time during the Agency's new employee orientation to explain the role and status of the Union to new employees. The Union may provide each new employee with an orientation package to be assembled by the Union.

# ARTICLE 10

## LABOR MANAGEMENT COMMITTEE

### SECTION A:

Unless otherwise agreed to, there shall be a Labor/Management Committee established and maintained during the course of this agreement; which shall be comprised of and function as follows:

1. Management shall consist of the Director of the Department of Health or the Deputy Director(s) or their designees; a representative of the highest level of Management in the Agency and other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items.
2. Labor shall consist of the D.C. Area representative and Delegates of the Bargaining Unit. Additional employee participants may be added by the Union if necessary for discussion of agenda items.

### SECTION B:

1. The Committee shall meet periodically, at least once in each four (4) month period provided a proposed agenda is presented a week in advance of that time that will assure attendance of the committee members.
2. At least ten (10) days before the scheduled meeting date, the Parties shall exchange agendas listing the subjects proposed for discussion. The agenda may be amended upon notice at least two (2) days in advance. The parties shall try to avoid postponing the meetings. The scheduled meetings will be canceled unless an agenda is presented a week before by either side.

#### SECTION C:

Topics for discussion may include any issue relating to Allied Health Employees that could affect members of the bargaining unit. Nothing shall be agreed to in these meetings that will have the effect of altering or amending this collective bargaining agreement.

#### SECTION D:

1. The Committee shall at its first meeting name standing subcommittees, to the extent necessary, which shall operate independently of the Committee. Subcommittees shall include two (2) members for each side or more if jointly agreed. Subcommittees will meet as needed, at the request of either side, but not more often than once each thirty (30) days, unless upon joint agreement.
2. Reasonable effort will be made to schedule Committee and Subcommittee meetings on working time for all members. Employee members of Labor who are scheduled to work at the time of the meeting will receive a reasonable amount of Official Time as necessary to attend meetings consistent with Article 6 of this agreement. In no case, will overtime be paid to anyone as a result of the implementation of this Article.
3. If necessary, based on the mutually agreed upon need to address Agency-wide issues, Agency-wide labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Sections 1 and 2 above. All other conditions established in this Article (i.e., scheduling, agenda, topics for discussion, etc.) shall apply to such Agency-wide meetings.

### **ARTICLE 11** **MERIT PROMOTION**

#### SECTION A:

Bargaining unit vacancies and promotion opportunities shall be filled in accordance with D.C. Government rules and regulations and this Agreement, as applicable.

#### SECTION B: POSTING

Vacancy announcements shall be posted on the D.C. Department of Human Resources web site.

#### SECTION C:

1. Any unit member who applies for a vacancy in a higher graded position will be considered for that position if he/she is qualified in accordance with established rules and regulations and this Agreement.
2. Management has the right to determine job qualifications.

#### SECTION D:

Where two (2) of the best qualified candidates for Bargaining Unit positions are equal, as determined by the Selecting Official, consideration will be given to the employee with the longest continuous service as Allied Health Professionals with the Agency, or its predecessors.

#### SECTION E:

No employee may grieve non-selection unless there has been a procedural violation of the D.C. Government rules and regulations and/or this Agreement. Complaints of non-selection due to discrimination are within the jurisdiction of the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

### **ARTICLE 12** **HOURS OF WORK**

The establishment of workweeks and work schedules shall be in accordance with the provisions of the D.C. Official Code §1-612.01, et seq. (2001 Ed.).

#### SECTION A:

1. In accordance with the D.C. Official Code §1-612.01 (2001 Ed.), the regular basic work week is established at not more than forty (40) hours per week performed within a period of not more than six (6) of any seven (7) consecutive days within the standard administrative work week, beginning with Sunday and extending through Saturday.
2. The parties agree that allowing employees to arrange alternative tours of duty enhances their morale, their health and the balance between their work and personal lives. Alternative tours of duty are permitted with the approval of the supervisor. If the employee feels that a request for an Alternative tour of duty has been unreasonably denied, he or she may appeal to the next administrative level which is the final appeal.

#### SECTION B:

Employees will report to work, ready to perform the duties of their positions, at the scheduled starting time of their tours of duty. If the designated reporting site differs from the location where an employee will actually be working, the employee will be allowed a reasonable amount of time to proceed directly to the reporting site from his or her work location.

#### SECTION C:

Issues concerning alternative tours of duty are appropriate subjects for Labor-Management meetings.



**ARTICLE 13**  
**LEAVE, VACATION AND ATTENDANCE**

**SECTION A: ANNUAL LEAVE**

1. Employees shall earn and use annual leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the District Personnel Manual. Employees are entitled to use annual leave subject to the approval of the employee's supervisor who will not deny such leave for arbitrary or capricious reasons.
2. Advance Annual Leave: Subject to the applicable District Personnel Regulations, advance annual leave may be granted to the extent that such leave will accrue to the employee during the remainder of the current leave year or in the time remaining on his or her appointment, whichever occurs sooner.

**SECTION B: SICK LEAVE**

1. Employees shall earn and use sick leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2.
2. Sick leave is a period of absence with pay granted employees in any of the following circumstances:
  - a. When incapacitated for the performance of duties, sickness, injury, or pregnancy, and confinement or for medical, dental or optical examination or treatment;
  - b. When a member of the immediate family of any employee is afflicted with a contagious disease and requires the care and attendance of the employee; or
  - c. When through exposure to contagious disease, the presence of the employee at his or her post of duty would jeopardize the health of others.
3. The Union and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve sick leave so that it will be available to them when incapacitated from the performance of duties under the above-stated circumstances.
4. Requesting Sick Leave:

Employees unable to report for work for their tour of duty due to one or more of the reasons stated in Sections B1, above will request sick leave from the appropriate leave approving official. If the leave-approving official is not on duty, another official with

authority to act on requests will be on duty. Sick leave requests may be made in person on a properly completed DCSF-71 if the requesting employee is on duty at the time of the request, or by telephone or other appropriate means if the employee is not on duty at the time of the request.

- a. Employees shall request sick leave at least an hour before the start of their scheduled tour of duty, except in the case of emergency.
- b. Employees will keep their leave approving official informed of the expected date of their return to duty, providing as much advance notice as practical of a change in the expected date of their return. An employee who requests a certain amount of sick leave (i.e., eight (8) hours) is expected to call back to request additional sick leave. If more is needed, leave-approving officials (or alternates) will not arbitrarily restrict the amount of sick leave granted (i.e., no more than eight (8) hours).
- c. When an employee requests sick leave, he or she will indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty. If an employee calls in to request sick leave and is informed that no leave-approving official (or alternate) is available to take the call, the employee will leave a message that he or she is requesting sick leave, indicate the general nature of the incapacitation (or other reasons for the request) and indicate his or her estimated date of return to duty. If the employee does not hear from the approving official within 24 hours, the employee shall again call in and repeat the process.

5. Granting Sick Leave:

- a. Accrued sick leave, properly requested and supported by administratively acceptable documentation will be granted in the situations specified in Section B1 above. In cases where the nature of the illness is such that an employee did not see a medical practitioner, a medical certificate may not be required if the employee provides an acceptable explanation.
- b. Generally, medical documentation will not be required for periods of less than three (3) days. For extended absences (i.e., more than three (3) working days) and for shorter periods when the employee has been advised that such evidence will be required and/or the supervisor reasonably doubts the employee's explanation, the supervisor may require medical documentation.

6. Advance Sick Leave: Advanced sick leave shall be handled in accordance with the applicable District policies and regulations. An employee who is incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days. An employee's request for advance sick leave must be in writing and must be supported by medical documentation acceptable to the immediate supervisor and

forwarded through the channels to the official authorized to approve the request. The approving official will consider the request in a timely manner.

7. Information given by an employee to a supervisor to support a granting of sick leave shall be treated as confidential information.

#### SECTION C: LEAVE WITHOUT PAY (LWOP)

1. Subject to the applicable District Personnel Regulations, an employee may be granted leave without pay. Normally, the initial period of leave without pay shall not exceed twelve (12) months.
2. The retention and accumulation of rights, benefits and privileges by employees who are on leave without pay shall be subject to the applicable District Personnel Regulations.
3. When an employee who is granted a leave of absence without pay due to illness or disability is reinstated, he or she shall be reinstated in accordance with District personnel regulations.

#### SECTION D: UNAUTHORIZED ABSENCE

1. Subject to the applicable District Personnel Regulations, employees may be charged unauthorized absence, which is a non-pay status, for an absence from duty not authorized by a proper leave-approving authority.
2. Unauthorized absence is charged when employees are absent without permission or have not notified their supervisor or provided satisfactory explanation or documentation for the absence from duty. An unauthorized absence charge may be changed later to an appropriate type of leave if the leave-approving official determines that the employee has satisfactorily explained the absence or presented acceptable documentation.
3. Occasional unavoidable or necessary absence of less than one hour, including tardiness, with satisfactory explanation, may be excused without charge to leave or, if the circumstances warrant, the employee may request and be granted annual leave instead of being charged unauthorized absence. An employee who is to be granted annual leave or placed in an unauthorized absence status for unexcused tardiness shall be informed of the amount of time to be charged before reporting to his/her work location (if different from reporting site). The amount charged will not exceed the minimum charge (one hour) necessary to cover the period of absence in accordance with the DPM. The employee will not be required to report to the work location (if different from the reporting site) or allowed to perform work during any portion of the period he/she is charged for the absence. Upon arrival to the duty, an employee who is tardy must immediately report to his/her leave approving official or that official's designee.

## SECTION E: MATERNITY AND PATERNITY LEAVE

1. Appropriate maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor, and in advance, of the anticipated leave date. The length of incapacitation is to be determined by the employee and her doctor. Maternity leave may be accumulated annual leave, sick leave, or leave without pay, and shall be requested and approved in accordance with existing regulations. Sick leave may be granted only for the period of incapacitation.
2. A male employee may request annual leave or leave without pay for the purpose of assisting in caring for his minor child and /or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for such reasons shall be consistent with policies for granting leave in similar situations and such a leave request shall be considered on its own merits.

## SECTION F: EXCUSED ABSENCES

1. Subject to the applicable District Personnel Regulations, employees may be granted an excused absence.
2. An excused absence is an absence from duty administratively authorized without loss of pay and without charge.
3. An excused absence is ordinarily authorized on an individual basis, except when the establishment is closed, or a group of employees are excused from work for various reasons.

## SECTION G:

The Management and the Union agree that family medical leave issues are important to all members of the bargaining unit. The parties therefore agree that the provisions of the District of Columbia Family and Medical Leave Act, D.C. Official Code § 32-501, et seq. (2001 Ed.), shall be enforced.

## **ARTICLE 14** **OFFICIAL TRAVEL**

1. The Employer shall make every effort to secure the use of government vehicles for bargaining unit employees required to travel away from their work location to conduct official business.
2. The Employer agrees to reimburse each employee authorized to use his/her personal vehicle for official business at the prevailing rate established in the compensation agreement in effect between the parties when the instant agreement becomes official.

3. The Employer will make every effort to decide and respond to an employee's request for approval for travel or expenses in advance of any scheduled travel. And all decisions and responses will be made within eighteen (18) calendar days. Furthermore, the Employer's failure or refusal to decide and respond to an employee's request for approval for travel or expenses relating to events or training mandated pursuant to a grant by the Center for Disease Control (CDC) or other grantor within fourteen (14) calendar days of submission of that request will be deemed an approval by the Employer of the request.
4. When the employee submits a mileage reimbursement voucher, it will be the responsibility of the Employer to forward all mileage vouchers to the appropriate Agency/CFO official(s) within two (2) weeks. Within one month of receipt by the appropriate official, the employee shall be reimbursed.
5. The Employer agrees further that employees using public transportation for official business shall be provided bus tokens or fare cards in advance.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE AND DURATION**

#### **SECTION A: GENERAL**

1. This procedure is established for use in the settlement of grievances. The term "Grievance" means a complaint by an employee of the Bargaining Unit that there has been a violation, misinterpretation or misapplication of this Agreement or the Compensation Agreement, or a violation, misinterpretation or misapplication of the Department of Health or District of Columbia rules, regulations, or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
2. Appeals of corrective or adverse actions shall be handled in accordance with applicable laws and regulations and are not subject to this grievance procedure article.
3. No step of this procedure may be skipped except by mutual consent between D. C. Government and the Bargaining Unit. (See Section B: details of explanation of steps.) The time limits set forth in this Article may be extended only by mutual consent. A grievance at any step received after 12 noon shall be considered to have been filed on the following day.
4. Each grievance filed at Step(s) 2, 3, 4, and 5 of this procedure shall contain: (1) Date grievance occurred; (2) Name of Bargaining Unit representative filing grievance; (3) Date grievance was filed; (4) Name of grievant and work site; (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.
5. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism or vice versa.

6. If otherwise in a duty status, the employee and his Bargaining Unit representative, if employed by the District Government, are entitled to a reasonable amount of Official Time to present and pursue the grievance.
7. For the purposes of this Article, working days shall mean Monday through Friday.
8. Grievances may be filed by the Union alleging a contract violation of general applicability. Union grievances shall be filed at the appropriate step of the grievance procedure; that is, with the supervisor or other official whose alleged contract violation is at issue.
9. The parties, or their authorized representatives, have the authority to settle any grievance at any stage of the grievance procedure.

#### SECTION B: PROCEDURE:

Step 1: The aggrieved employee, with or without a Delegate, shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or of the employee's knowledge of its occurrence. The supervisor shall respond orally to the aggrieved employee and/or Delegate within ten (10) working days. If the grievance is presented in writing, the response will be in writing.

Step 2: If the grievance is unresolved, it shall be presented in writing by a Union representative to the Administrator within ten (10) working days after the supervisor's response is due. The Administrator shall respond in writing to the Union representative within ten (10) working days.

Step 3: If the grievance is still unresolved, it shall be presented in writing by a Union representative to the Senior Deputy Director within fifteen (15) working days. The Senior Deputy Director or his representative may convene an informal hearing prior to replying to the grievance, and shall respond in writing to a Union representative within fifteen (15) working days after the date of hearing or receipt of the grievance.

Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the Director within ten (10) working days after the response from Step 3, is due. The Director or his official representative shall reply in writing to the Bargaining Unit representative within thirty (30) working days.

Step 5: If the grievance is still unresolved, either party may, within twenty (20) calendar days after the reply at the previous step is due, invoke arbitration by written notice to the other. Notice to the Employer must be served simultaneously on the Director and OLRCB.

## SECTION C: ARBITRATION

1. Within fifteen (15) calendar days from the date of the request for arbitration, either party may initiate a request to the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The OLRCB and the Union shall select an arbitrator within five (5) working 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 five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.
2. If before the selection process begins, none of the submitted arbitrators are acceptable, a new panel may be sought. If either party refuses to participate in the selection process, the Tribunal shall have the authority to make the appointment from among the members of the panel.
3. Once the arbitrator is appointed, no new or different claims of alleged violation, misinterpretation or misapplication of this agreement or the compensation agreement, or alleged violation, misinterpretation or misapplication of the Department of Health, or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment may be submitted except with the consent of the arbitrator and mutual agreement of the parties. This provision shall not prohibit an arbitrator from fashioning an issue or remedy that he/she deems appropriate.
4. The parties will make reasonable efforts to schedule hearings within 120 days of the filing date.
5. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement through the award.
6. The decision of the arbitrator shall be final and binding on the parties and shall be rendered within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the parties' briefs, if any, whichever is later.
7. Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. No arbitration award shall include payment of attorney or representatives' fees or costs.
8. If either party refuses to arbitrate because of its assertion that no valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of the collective bargaining agreement, the arbitrator shall not have jurisdiction or authority to rule on the matter at all. The party disputing such assertion may request the PERB or D.C. Superior Court to compel arbitration on the matter.

9. Procedural issues not encompassed in the preceding paragraph may be raised first at the arbitration hearing and must be decided before a hearing on the merits, even if such results in a bifurcated arbitration hearing.

## **ARTICLE 16**

### **CORRECTIVE OR ADVERSE ACTION**

#### **SECTION A:**

Corrective and adverse actions may be imposed pursuant to law and Chapter 16, of the District Personnel Manual.

#### **SECTION B:**

Corrective and adverse actions shall be corrective rather than punitive and shall reflect the severity of the infraction.

#### **SECTION C:**

Corrective and adverse actions shall require prior written notice of the grounds on which action is proposed to be taken.

#### **SECTION D:**

Except in the case of summary discipline, corrective and adverse actions shall require an opportunity to be heard (which may be in writing only) before the action becomes effective. When summary discipline is imposed an opportunity for a hearing shall be afforded within a reasonable time after the action becomes effective in accordance with applicable regulations.

#### **SECTION E:**

Corrective and adverse actions shall provide that the head of the Agency shall be the final administrative authority with respect to the action.

#### **SECTION F:**

Disciplinary action imposed on probationary employees shall be governed by applicable District regulations, and may not be grieved under this collective bargaining agreement.

#### **SECTION G:**

When a supervisor has reason to discipline an employee, it shall be done professionally. To the extent possible under the circumstances, discipline will be administered outside of the presence other employees or the public. Employees also are expected to conduct themselves in a professional manner.



#### SECTION H:

Upon request, the Union will be given copies of any documentation used to support discipline of a member. Documentation used to support discipline shall be provided without charge, prior to or at the first grievance meeting.

### **ARTICLE 17** **PERSONNEL FILES**

#### SECTION A:

Official personnel files shall be maintained in accordance with the procedures of Chapter 31A of the D.C. Personnel Rules, "Records Management and Privacy of Records."

#### SECTION B:

An employee and his/her authorized representative shall be permitted to examine his/her personnel file in accordance with Personnel Rules. The employee or his/her representative shall indicate in writing and place in the employee's file that he/she has examined said file.

#### SECTION C:

Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and the reasons for said examination.

#### SECTION D:

Administrators may forward for placement, or employees may request placement of, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature in the employee's official personnel file. In addition, all other pertinent information shall be placed in the employee's file.

#### SECTION E:

In accordance with the provisions of the guidelines and regulations of the District Personnel Manual, Chapter 31A, Records Management and Privacy of Records, confidential inquiries and replies to any such material received by the District government from competent responsible outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file, upon the employee's request, after completion of the employee's probationary period of employment. In any event, this material shall not be used against the employee. This shall not apply to confidential medical information relevant to the employee's fitness to perform the duties of the positions. However the use of such medical information shall not be in violation of D.C. or Federal law.

#### SECTION F:

No material related to an employee's conduct, character, or personality shall be placed in the official personnel folder unless it is signed and dated in accordance with D.C. Personnel Regulations. The employee shall be made aware of information described in this paragraph being placed in the file and have the right to answer any material filed and the answer shall be attached to the file copy.

#### SECTION G:

Information other than records of official personnel actions shall be considered untimely and shall not be used in any manner in dealing with discipline or adverse action if it concerns actions occurring more than three (3) years in the past.

### **ARTICLE 18** **EDUCATION**

#### SECTION A:

1. In order to keep abreast of current practices in Public Health, employees may be required to apply for job related education and training. The Employer may provide educational/training opportunities that will enhance the Allied Health Care Professionals' ability to meet licensure and privileging requirements as set by the Department of Health and the District of Columbia Government.
2. No administrative leave may be granted to Bargaining Unit employees for job related education/training and/or CEU's in the respective disciplines.
3. Bargaining Unit employees may be reimbursed by the Agency for obtaining training/CEU's in their respective discipline necessary to maintain their licensing as required by law or licensing board. Every effort shall be made to apply for approval of payment in advance of any scheduled training.
4. Administrative leave will be given for training required and paid for by a grant.

#### SECTION B:

1. There shall be a standing committee on Professional Development Education, with equal representation by labor and management.
2. The committee's responsibilities may include the following:
  - a. Making recommendations regarding the specific needs for in-service education programs.

- b. Receiving requests for the addition of programs or courses. The committee will review and recommend programs for ongoing education.
- c. The committee shall have access to any available information concerning training, including sources and costs.
- d. The committee shall make training and education recommendations to the Director of the Department of Health as needed.

SECTION C:

The Agency agrees to meet and bargain with the Union regarding training programs, monies available to Bargaining Unit personnel, and other issues the Union may have regarding training.

**ARTICLE 19**  
**REDUCTION IN FORCE**

SECTION A:

Reductions-in-force shall be implemented under the provisions of D.C. Official Code § 1-624.08 (2004 Supp. to 2001 Ed.).

SECTION B:

The Employer agrees to send written notification to the Union of all proposed reductions-in-force that may affect unit employees, including the position and location. The Employer will bargain with the Union concerning the impact and effects of the RIF.

**ARTICLE 20**  
**DETAILS AND REASSIGNMENTS**

SECTION A:

Bargaining Unit members may submit requests for details or reassignment to other positions and work locations within the Department of Health.

SECTION B:

Where involuntary reassignment or details are necessary, the Employer will attempt to reassign the least senior qualified employee.

**ARTICLE 21**  
**CONTRACTING OUT**

**SECTION A:**

The Agency agrees to notify the Union thirty (30) days prior to final action or execution of an agreement to contract out services provided by Bargaining Unit employees, and bargain concerning the impact of such contracting out. The conduct of such contracting out shall be in accordance with D.C. law.

**SECTION B:**

This provision shall not apply when contracting is required to meet an immediate unanticipated need or in Court ordered emergency situations.

**ARTICLE 22**  
**HEALTH AND SECURITY**

**SECTION A:**

1. The Employer shall provide and maintain adequate, safe and sanitary facilities in compliance with D.C. health and safety laws, licensure requirements, and requirements of regulatory agencies. The Center for Disease Control guidelines are used to provide a central reference containing recommendations for preventing and controlling nosocomial infections.
2. Any time an employee is required to perform tasks which he/she believes would endanger his/her safety or health, or that of the client he/she is to notify his/her supervisor or designee. If not resolved at that level, the employee can bring the matter to the immediate attention of the next level of supervision. The employee shall document the incident on the appropriate incident sheet, as determined by management.
3. When work sites are closed for unsafe conditions or otherwise closed, employees who have reported for duty shall be reassigned or, based upon needs of the services as determined by the Employer, be granted appropriate leave.
5. If worksites are closed during the course of a workday and employees are reassigned, the employee will be compensated for transportation to the new worksite in accordance with Article 14.
6. Issues involving environmental conditions will be reported and processed in accordance with agency procedures.

7. Nothing in this article shall prevent employees or the Union from filing reports with the District of Columbia Office of Risk Management in accordance with applicable procedures.

#### SECTION B:

1. The Union shall designate one (1) Health and Safety Officer and an alternate to facilitate the implementation of this Article. The Union shall provide the Chief Operating Official with the names of the Health and Safety Officer and Alternate and will notify the Chief Operating Official of any changes in these designations.
2. The Union shall have an opportunity to designate a representative and an alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

#### SECTION C:

1. The Employer and the Union agree that the personal safety of the employees in the course of performing their duties is of primary concern; thus when necessary, appropriate measures shall be taken to enhance the personal security of staff such as:
  - a. Providing an escort or team member with the employee assigned to make home visits;
  - b. Providing training in safety awareness and personal security and self-defense; and
  - c. Considering additional measures to improve security at worksites, including but not limited to cellular phones, metal detectors, surveillance cameras and two (2) way radios.
2. The Employer and Union agree that improved security is an appropriate issue for discussion at regular Labor/ Management meetings.

### **ARTICLE 23** **INCLEMENT WEATHER**

Employees declared essential for work in weather emergencies shall report for duty as scheduled. Inability to report for duty as described above shall be considered in accordance with existing policies and practices on an individual basis.

**ARTICLE 24**  
**EQUIPMENT AND SUPPLIES**

**SECTION A:**

The Employer will provide adequate supplies and equipment necessary to perform services.

**SECTION B:**

To the extent possible, sufficient space shall be made available for the confidential interviewing of clients.

**ARTICLE 25**  
**PROFESSIONAL PRACTICE**

**SECTION A: JOB DESCRIPTIONS**

1. The Employer shall make available to each new employee the written job description.
2. Employees already employed may receive a copy of their job description upon request.

**SECTION B: POLICY MANUAL**

A time table for obtaining an updated applicable policy manual shall be a valid topic for discussion in labor management meetings.

**SECTION C: STAFFING**

1. Staffing decisions that impact the professional practice of business unit employees are appropriate subjects for Labor Management meetings. When changes in staffing occur, the Employer agrees to meet and bargain with the Union prior to such changes taking effect, however, the Department of Health retains all management rights concerning staffing pursuant to the D.C. Official Code §1-617.08 (2001 Ed.).
2. The Employer shall determine the employee staffing levels for all programs necessary to provide quality health care services within the duration of the life of the contract. In the determination of these staffing levels the Director shall consider the recommendations of a committee of the bargaining unit members designated by the Union.

**ARTICLE 26**  
**PERFORMANCE EVALUATIONS**

The Agency shall establish a performance management system in accordance with D.C. Official Code §1-613.51, et seq. (2001 Ed.).

**ARTICLE 27**  
**PRINTING COSTS**

The cost of printing this Agreement will be borne equally by the Union and the Department of Health.

**ARTICLE 28**  
**SAVINGS CLAUSE**

In the event any Article, section or portion of the Agreement shall be rendered invalid and unenforceable by any law, court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to negotiate a substitute Article, Section or portion thereof.

**ARTICLE 29**  
**FINALITY OF AGREEMENT**

The Agreement represents the complete agreement of the parties with respect to all matters that were or could have been negotiated. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual Agreement of the parties. This agreement may only be modified or amended by a written document signed by authorized representatives of both parties.

**ARTICLE 30**  
**DURATION**

This Agreement shall be in full force and effect from the date this agreement is signed by the Mayor, and shall remain in effect until September 30, 2020. The Agreement shall be automatically renewed for one (1) year thereafter unless either party gives the other party written notice of intention to terminate or modify the Agreement between eighty (80) and one hundred fifty (150) days prior to the stated termination date.

MEMORANDUM OF AGREEMENT

Between

The District of Columbia Department of Health

And

1199 SEIU United Healthcare Workers East



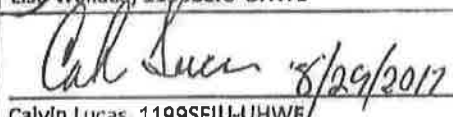
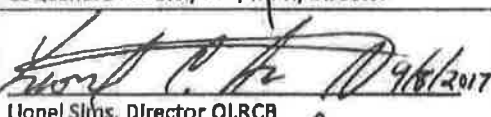


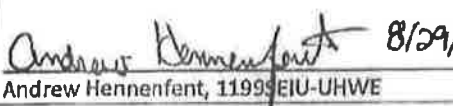
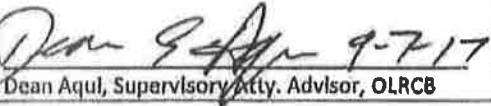
The District of Columbia Department of Health (DOH) and 1199 SEIU United Healthcare Workers East (SEIU) are parties to a working conditions collective bargaining agreement (CBA) that will expire by its terms on September 30, 2017.

Neither Party desiring to change the terms of the CBA, the Parties have agreed to roll over the existing terms of the CBA for three years ending on September 30, 2020. There are no changes to the CBA that expires on September 30, 2017.

IN WITNESS, WHEREOF, the undersigned duly authorized representatives of the Parties have affixed their signatures:

FOR SEIU

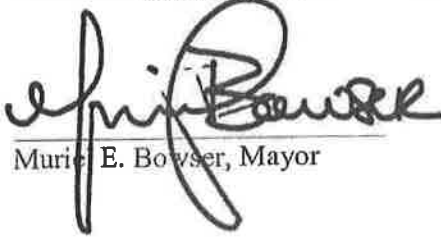
FOR DOH

 Lisa Wallace, 1199SEIU-UHWE	 LaQuandra Nesbitt, MD, MPH, Director
 Calvin Lucas, 1199SEIU-UHWE 8/29/2017	 Lionel Sims, Director OLRCB 9/8/2017
 Emily Blake, 1199SEIU-UHWE 9/7/17	 Earl Murphy, Labor Liaison DOH 9/8/2017
 Andrew Hennenfent, 1199SEIU-UHWE 8/29/17	 Dean Aqul, Supervisory Atty. Advisor, OLRCB 9-7-17



### APPROVAL

This collective bargaining agreement between the District of Columbia Department of Health and 1199 Service Employees International Union United Healthcare Workers East, dated November 2017 has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code and is hereby approved on this 21 day of November, 2017.

A handwritten signature in black ink, appearing to read "Muriel E. Bowser", written over a horizontal line.

Muriel E. Bowser, Mayor

THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF HUMAN SERVICES

AND

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFL-CIO

FY 1988 - 1990

LOCAL 2737 and 2978

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## PREAMBLE

### Section 1:

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

### Section 2:

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

## ARTICLE 1 RECOGNITION

### Section 1:

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

### Section 2:

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2 UNION SECURITY AND UNION DUES DEDUCTION

### Section 1:

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

### Section 2:

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

### Section 3:

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

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

#### Section 4:

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

#### Section 5:

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

#### Section 6:

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

#### Section 7:

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

### ARTICLE 3 EMPLOYEE RIGHTS

#### Section 1:

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

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

## Section 2:

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

## Section 3:

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

## ARTICLE 4 MANAGEMENT RIGHTS

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

## ARTICLE 5 UNION RIGHTS

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



ARTICLE 6  
GENERAL PROVISIONS

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

ARTICLE 7  
PRINTING AND DISTRIBUTION OF THE CONTRACT

Section 1:

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

Section 2:

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

ARTICLE 8  
STATISTICAL LIST

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

ARTILCE 9  
CONSULTATION MEETINGS

Section 1:

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

## Section 2:

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

## Section 3:

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

## Section 4:

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

## Section 5:

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

## Section 6:

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

ARTICLE 10  
LOCKERS AND CABINETS

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

ARTICLE 11  
OFFICE SPACE AND EQUIPMENT

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

ARTICLE 12  
PATIENT MEDICAL CARE

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

ARTICLE 13  
EMPLOYEE CONSULTATION AND COUNSELING SERVICES

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

Section 5:

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

Section 6:

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

Section 7:

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

ARTICLE 14  
HEALTH AND SAFETY

Section 1:

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

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

#### Section 2:

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

#### Section 3:

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

#### Section 4:

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

#### Section 5:

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

#### Section 6:

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

#### Section 7:

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

Section 8:

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

Section 9:

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

Section 10:

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

Section 11:

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

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

Section 12:

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

Section 13:

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

ARTICLE 15  
STRIKES AND LOCKOUTS

Section 1:

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

Section 2:

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

ARTICLE 16  
REIMBURSEMENT FOR PRIVATELY OWNED VEHICLES MILEAGE

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

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



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<sup>1/</sup> 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

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<sup>1/</sup> 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 22<sup>nd</sup> 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

Catherine Bego  
Catherine Bego, ADASA

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

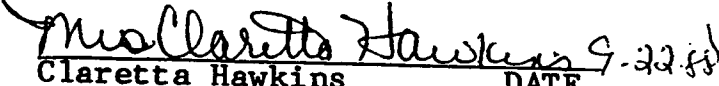
J.T. Carter  
J.T. Carter, Local 2737

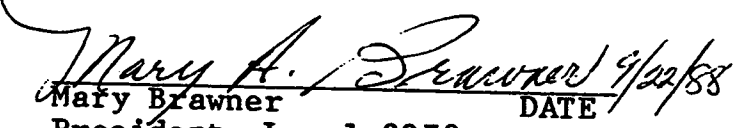
MEMORANDUM OF UNDERSTANDING

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.

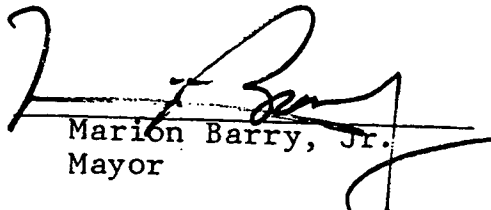
  
Debra A. McDowell      9-22-88  
Acting Deputy Director      DATE  
D.C. Office of Labor Relations  
and Collective Bargaining

  
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.

**COMPENSATION COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**THE DISTRICT OF COLUMBIA GOVERNMENT**

**AND**

**COMPENSATION UNITS 1 AND 2**

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

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## **PREAMBLE**

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

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

## **ARTICLE 1 WAGES**

### **SECTION A: FISCAL YEAR 2013:**

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

### **SECTION B: FISCAL YEAR 2014:**

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

### **SECTION C: FISCAL YEAR 2015:**

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

### **SECTION D: FISCAL YEAR 2016:**

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

**SECTION E:        FISCAL YEAR 2017:**

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

**ARTICLE 2  
METRO PASS**

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

**ARTICLE 3  
PRE-PAID LEGAL PLAN**

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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

#### **SECTION D:**

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

#### **SECTION E:**

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

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

#### **SECTION A:**

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

#### **SECTION B:**

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

#### **SECTION C:**

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

#### **SECTION D:**

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

### **ARTICLE 5 BENEFITS COMMITTEE**

#### **SECTION A:**

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

#### **SECTION B: RESPONSIBILITIES:**

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

#### **SECTION C:**

The Committee shall:

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

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

## **ARTICLE 6 BENEFITS**

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

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

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

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

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



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

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

#### **SECTION B: HEALTH INSURANCE:**

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

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

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

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

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

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

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

**SECTION C: OPTICAL AND DENTAL:**

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

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

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

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

**SECTION E: ANNUAL LEAVE:**

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

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

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

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

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

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

**SECTION F: SICK LEAVE:**

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

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

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

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

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

3. **Funeral Leave:**

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

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

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

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

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

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

#### **SECTION I: RETIREMENT:**

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

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

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

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

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

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

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

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

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

**3. DEFINED CONTRIBUTION PENSION PLAN:**

**Section A:**

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

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

deferred compensation component and a defined benefit component.

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

#### **4. TIAA-CREF PLAN:**

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

#### **SECTION J: HOLIDAYS:**

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

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

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

### **ARTICLE 7 OVERTIME**

#### **SECTION A: Overtime Work:**

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

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

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

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

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

**SECTION C:**

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

**SECTION D:**

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

**SECTION E:**

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

**ARTICLE 8  
INCENTIVE PROGRAMS**



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

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

### **SECTION A:**

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

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

### **SECTION B:**

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

### **SECTION C:**

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

### **SECTION D:**

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

### **SECTION E:**

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

## **SECTION F:**

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

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

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

## **ARTICLE 9**

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

#### **SECTION A: CALL-BACK**

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

#### **SECTION B: CALL-IN**

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

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

#### **SECTION C: ON-CALL**

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

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

**SECTION D: HOLIDAY PAY**

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

**SECTION E: NIGHT DIFFERENTIAL**

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

**SECTION F: PAY FOR SUNDAY WORK**

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

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

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

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

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

**ARTICLE 10  
MILEAGE ALLOWANCE**

**SECTION A:**

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

**SECTION B:**

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

**SECTION C:**

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

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

**SECTION D:**

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

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

**SECTION E:**

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

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

**SECTION A:**

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

**SECTION B:**

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

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

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

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

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

## **ARTICLE 14 GRIEVANCES**

### **SECTION A:**

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

### **SECTION B:**

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

## **ARTICLE 15 LOCAL ENVIRONMENT PAY**

### **SECTION A:**

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

### **SECTION B:**

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

### **SECTION C:**

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

### **SECTION D:**

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

### **SECTION E:**

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

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

- High Work

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

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

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

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

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

**SECTION F:**

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

**ARTICLE 16  
NEWLY CERTIFIED BARGAINING UNITS**

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

**ARTICLE 17  
TERM AND TEMPORARY EMPLOYEES**

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

**SECTION A:**

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



## **SECTION B:**

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

## **SECTION C:**

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

## **SECTION D:**

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

## **SECTION E:**

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

## **SECTION F:**

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

## **SECTION G:**

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

## **ARTICLE 18**

### **SAVINGS CLAUSE**

#### **SECTION A:**

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

#### **SECTION B:**

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

## **ARTICLE 19**


### **DURATION**

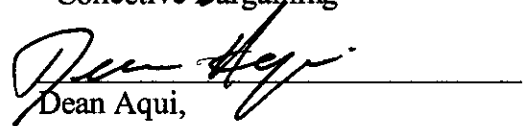
This Agreement shall remain in full force and effect through September 30, 2017. On this \_\_\_\_\_ day of \_\_\_\_\_ 2013, and as witness the parties hereto have set their signature.

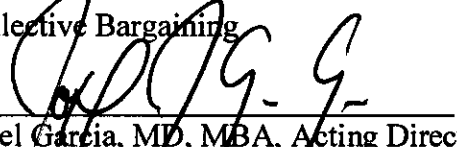
**Compensation Units One and Two Collective Bargaining Agreement**

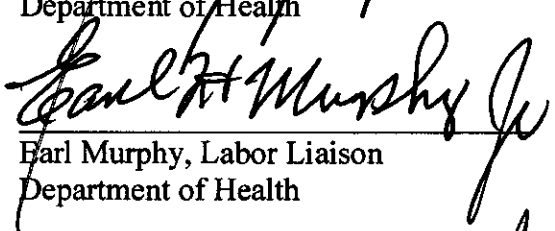
Signed: July, 2013

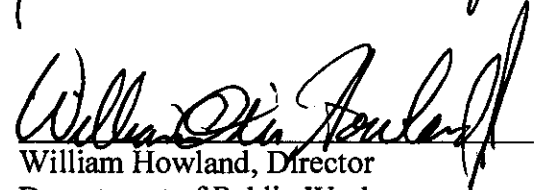
**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

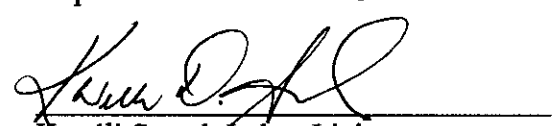
  
Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

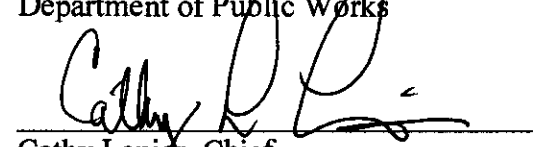
  
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Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining

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

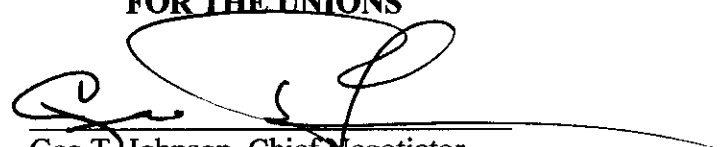
  
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William Howland, Director  
Department of Public Works

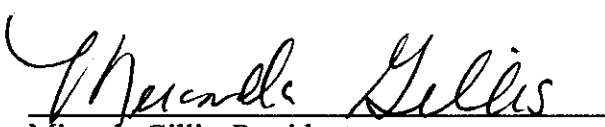
  
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Department of Public Works

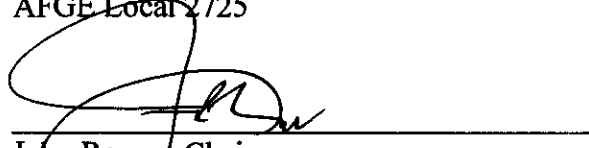
  
Cathy Lanier, Chief  
Metropolitan Police Department


**FOR THE UNIONS**

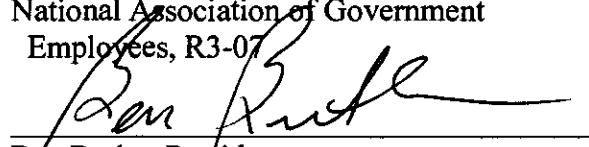
  
Geo T. Johnson, Chief Negotiator  
Compensation Units 1 and 2

  
James Ivey, President  
AFSCME Local 2091

  
Miranda Gillis, President  
AFGE Local 2725

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

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

  
Ben Butler, President  
AFGE Local 2741

  
Cynthia Perry, Staff Representative  
1199 NUCHHE

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

Signed: July, 2013

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

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

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

Cliff Lowrey  
Clifford Lowrey, President  
AFGE Local 1975

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

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

Jesús Aguirre  
Jesús Aguirre, Director  
Department of Parks and Recreation

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

Jamar Johnson  
Jamar Johnson, Labor Liaison  
Department of Park and Recreation

Cliff Dedrick  
Cliff Dedrick, President  
AFSCME Local 2743

Lucinda Babers  
Lucinda Babers, Director  
Department of Motor Vehicles

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Kenneth Lyons, President  
AFGE Local 3721

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Odessa Nance, Labor Liaison  
Department of Motor Vehicles

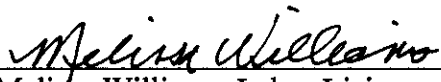
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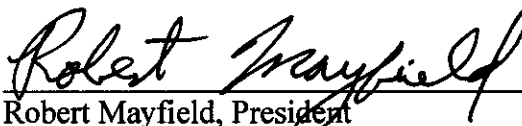
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Department of Transportation

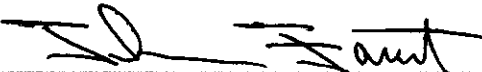
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Antoinette White-Richardson, President  
AFSCME Local 1808


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


Signed: July, 2013

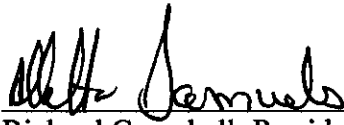
  
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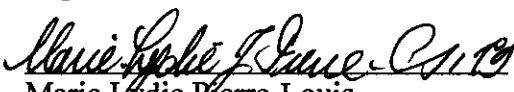
  
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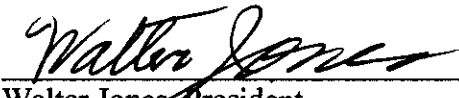
  
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Department of Corrections

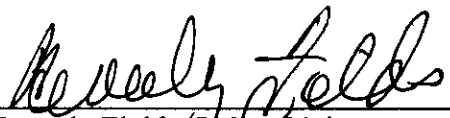
  
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AFGE Local 383

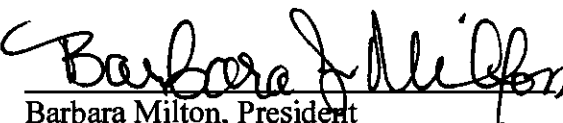
  
Paulette Johnson-Hutchings,  
Labor Liaison  
Department of Corrections


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

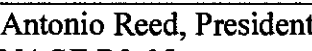
  
Marie Lydie Merre-Louis  
Chief Medical Examiner  
Office of the Chief Medical Examiner


  
Walter Jones, President  
AFSCME Local 2087

  
Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner

  
Barbara Milton, President  
AFGE Local 631

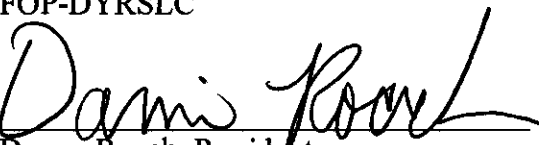
  
Brian Hanlon, Director  
Department of General Services

  
Antonio Reed, President  
NAGE R3-05

  
Cecelia Banks, Labor Liaison  
Department of General Services

  
Cedric Crawley  
FOP-DYRSLC

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


  
Darren Roach, President  
AFSCME Local 877

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

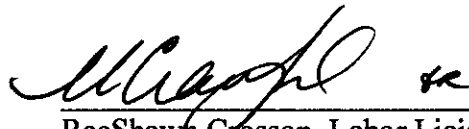
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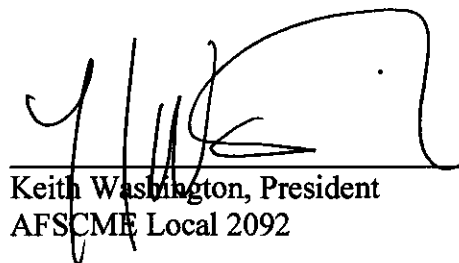
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Amy Mauro, Labor Liaison  
Office of Risk Management

\_\_\_\_\_  
Sheila Bailey-Wilson, President  
AFSCME Local 709

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


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Johnnie Walker, Representative  
AFGE Local 3444

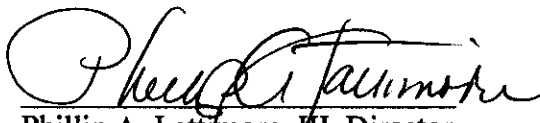
  
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RaeShawn Crosson, Labor Liaison  
Office of the State Superintendent  
Of Education


  
\_\_\_\_\_  
Keith Washington, President  
AFSCME Local 2092

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

\_\_\_\_\_  
Mary Horne, President  
AFSCME Local 2095

  
\_\_\_\_\_  
Paul Lundquist, Labor Liaison  
Office of the Chief Financial Officer


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

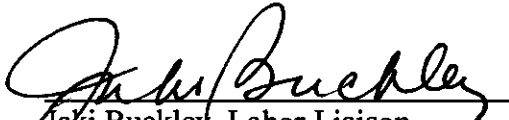
  
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Wayne M. Turnage, Director  
Department of Health Care Finance

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

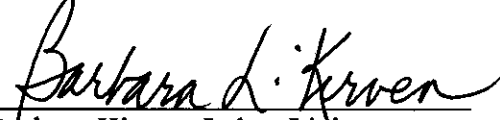
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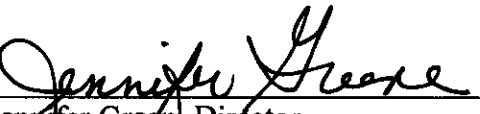
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Portia Shorter, Labor Liaison  
Department of Health Care Finance


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David Berns, Director  
Department of Human Services

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Jaki Buckley, Labor Liaison  
Department of Human Services

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Ginnie Cooper, Executive Director  
DC Public Libraries

\_\_\_\_\_  
  
Barbara Kirven, Labor Liaison  
DC Public Libraries

\_\_\_\_\_  
  
Jennifer Green, Director  
Office of Unified Communications

\_\_\_\_\_  
  
Armita Bonner-Evans, Labor Liaison  
Office of Unified Communications

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


Signed: July, 2012


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


\_\_\_\_\_  
Ayanna Lee, Labor Liaison  
Office of Human Rights


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

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

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

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

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

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



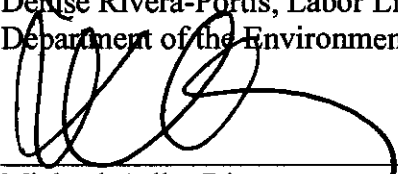
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

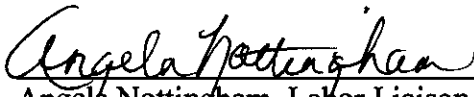
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Keith Anderson, Director  
Department of the Environment

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Denise Rivera-Portis, Labor Liaison  
Department of the Environment

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Michael Kelly, Director  
Department of Housing and  
Community Development

\_\_\_\_\_  


Angela Nottingham, Labor Liaison  
Department of Housing and  
Community Development

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

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

\_\_\_\_\_  


Neil Stanley, Director  
Department of Youth Rehabilitation  
Services

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

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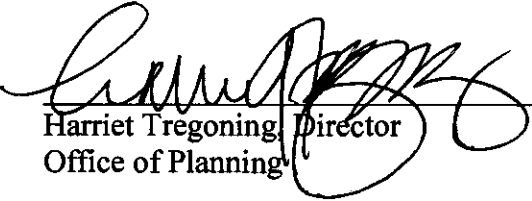

Vikkie Garay, Labor Liaison  
Department of General Services

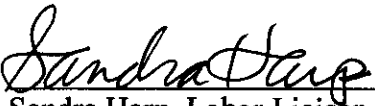
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012

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

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

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

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

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

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

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

\_\_\_\_\_  
Christina Fleps, Labor Liaison  
Office of the Chief Technology Officer

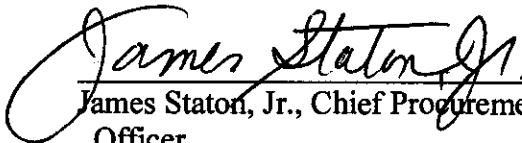
**Compensation Units One and Two Collective Bargaining Agreement**

Signed: July, 2012



Laura L. Nuss, Director  
Department of Disability Services

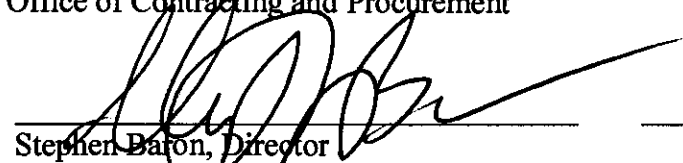
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Department of Disability Services



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



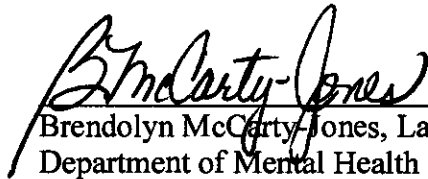
Shirley Danner, Labor Liaison  
Office of Contracting and Procurement



Stephen Baron, Director  
Department of Mental Health



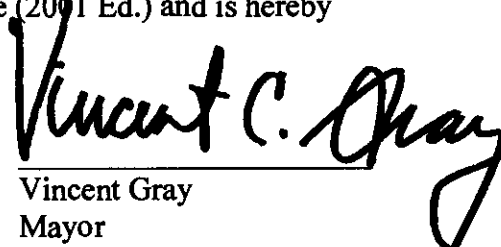
Frankie T. Wheeler, Director,  
Human Resources  
Department of Mental Health



Brendolyn McCarty-Jones, Labor Liaison  
Department of Mental Health

## APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated April 12, 2012, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 10 day of July, 2013.

  
\_\_\_\_\_  
Vincent Gray  
Mayor

APPENDIX A

Memorandum of Understanding

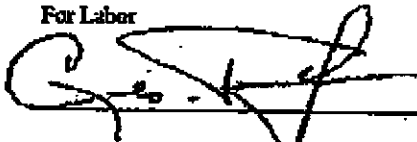
Between  
Compensation Units 1 & 2  
and  
The District of Columbia  
Concerning Classification and Compensation Collaborative Review

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

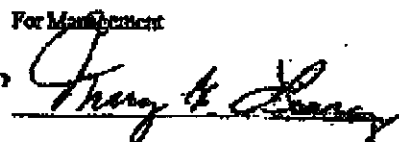
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications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

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

For Labor

  
David J. Schlein

For Management

  
Henry H. Hargis

January 30, 2001

## **APPENDIX B**

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

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

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

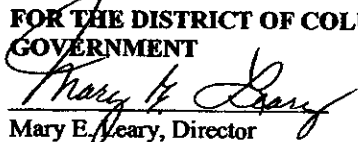
The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed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

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


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

AGREED, this 26<sup>th</sup> day of August, 2003.

**FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT**

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

**FOR COMPENSATION UNITS 1 & 2**

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

*Union Proposal*  
*2/1/06*

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

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

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

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

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



# LABOR AGREEMENT

---



*between the*

Metropolitan Police Department

*and the*

National Association of  
Government Employees (NAGE)

Local R3-05

**Effective March 8, 2007 – September 30, 2010**

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## **ARTICLE 1 PREAMBLE**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **ARTICLE 2 RECOGNITION**

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

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

**ARTICLE 3**  
**WAGES AND OTHER BENEFITS**

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

**ARTICLE 4**  
**NO STRIKE CLAUSE**

**Section 1**

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

**Section 2**

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

**Section 3**

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

**Section 4**

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

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

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

## **Section 5**

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

# **ARTICLE 5 MANAGEMENT RIGHTS**

## **Section 1**

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

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

## **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **ARTICLE 6 RIGHTS OF EMPLOYEE REPRESENTATION**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

## **Section 6**

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

## **Section 7**

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

## **Section 8**

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

## **Section 9**

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

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

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

#### **Section 10**

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

#### **Section 11**

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

### **ARTICLE 7 PROBATIONARY EMPLOYEES**

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

### **ARTICLE 8 DUES**

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

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

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



## **ARTICLE 9 UNION SECURITY**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

## **ARTICLE 10 LABOR-MANAGEMENT COOPERATION**

### **Section 1**

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

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

## **Section 2**

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

## **Section 3**

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

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

## **Section 1 - Non-discrimination**

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

## **Section 2 - Affirmative Action**

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

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

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

## **ARTICLE 12 USE OF FACILITIES**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **ARTICLE 13 CONTRACTING OUT**

### **Section 1**

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

### **Section 2**

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

## **ARTICLE 14 EMPLOYEE LISTS**

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

## **ARTICLE 15 VACANCY ANNOUNCEMENTS**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **ARTICLE 16 JOB DESCRIPTIONS**

### **Section 1**

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

## **Section 2**

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

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

## **Section 3**

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

# **ARTICLE 17 REDUCTION IN FORCE**

## **Section 1**

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

## **Section 2**

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

# **ARTICLE 18 SCHEDULING**

## **Section 1 – Work Schedule**

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

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

## **Section 2 – Changes In Work Schedule**

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

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

## **Section 3 - Rest Periods**

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

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

## **Section 4**

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

# **ARTICLE 19 LEAVE**

## **Section 1 – Annual Leave**

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

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

the date(s) the leave is requested.

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

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

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

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

## **Section 2 – Sick Leave**

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

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

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

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



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

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

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

### **Section 3 - Family and Medical Leave**

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

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

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

### **Section 4 – Leave of Absences**

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

### **Section 5 – Leave for Blood Donation**

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

## **ARTICLE 20 TRAINING**

### **Section 1 – Basic Training**

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

### **Section 2 – Reassignments and New Assignments**

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

### **Section 3 – Continued Training Opportunities**

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

### **Section 4 – Career Training and Development**

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

### **Section 5 – Funding**

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

## **ARTICLE 21 SAFETY AND HEALTH**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

### **Section 7**

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

### **Section 8**

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

### **Section 9**

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

### **Section 10**

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

## **ARTICLE 22 PERSONNEL FILES**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

### **Section 5**

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

### **Section 6**

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

### **Section 7**

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

## **ARTICLE 23 DISTRIBUTION OF CONTRACT**

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

## **ARTICLE 24 DISCIPLINE**

### **Section 1**

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

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

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

## **Section 2**

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

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

## **Section 3**

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

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

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

#### **Section 4**

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

#### **Section 5**

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

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

#### **Section 6**

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

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

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

#### **Section 7**

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

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

## **Section 8**

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

## **Section 9**

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

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

## **ARTICLE 25 GRIEVANCE PROCEDURE**

### **A. PURPOSE**

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



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

## **B. PRESENTATION OF GRIEVANCES**

### **Section 1**

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

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **C. PROCEDURAL STEPS**

### **Informal Step**

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

### **Step 1**

#### **Section 1**

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

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

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

## **Section 2**

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

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

## **Step 2**

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

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

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

#### **D. GENERAL**

##### **Section 1**

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

##### **Section 2**

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

##### **Section 3**

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

##### **Section 4**

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

##### **Section 5**

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

##### **Section 6**

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

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

## **Section 7**

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

## **E. ARBITRATION**

### **Section 1**

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

### **Section 2**

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

### **Section 3**

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

### **Section 4**

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

## **Section 5**

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

## **Section 6**

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

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

## **ARTICLE 26**

### **DISTRICT PERSONNEL MANUAL**

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

## **ARTICLE 27**

### **SAVINGS CLAUSE**

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

## **ARTICLE 28**

### **DETAILS**

#### **Section 1**

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

#### **Section 2**

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

#### **Section 3**

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

#### **Section 4**

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

## **ARTICLE 29**

### **DURATION AND FINALITY OF AGREEMENT**

#### **Section 1**

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

#### **Section 2**

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

#### **Section 3**

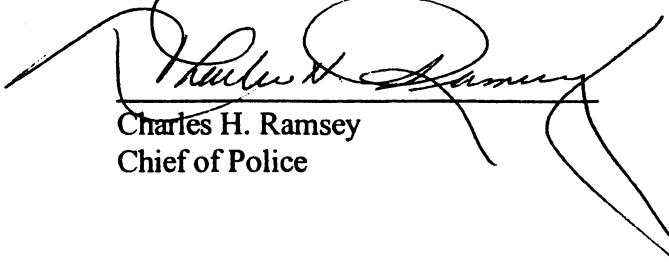
In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.), the provisions of this Agreement may be suspended by the Mayor during the time of the emergency. The Chief of Police may suspend any provision of this contract when the Chief declares an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

#### **Section 4**

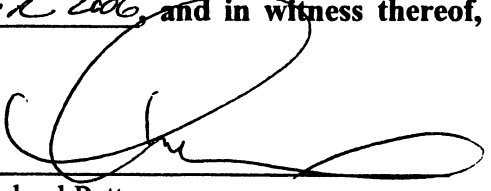
This Agreement shall remain in effect until September 30, 2010, from the date approved as provided in Section 1715 of the Act, and will be automatically renewed for three (3) year periods thereafter unless either party gives to the other party written notice of intention to terminate or modify the Agreement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



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



Charles H. Ramsey  
Chief of Police



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

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Department of Forensic Sciences  
Science Advisory Board Meeting  
Consolidated Forensic Laboratory – Room 1224  
9:00 a.m., Friday, October 14, 2016  
Agenda

Roll Call, Review of Minutes from last meeting, Approval of Minutes

Introduction of New DFS Staff

Status of Science Advisory Board Regulations - Rashee Kumar  
(Discussed at last meeting)

Update on Laboratory Status - Dr. Jenifer Smith

- Crime Scene Sciences
- Forensic Science Laboratory

Discussion of Forensic Biology Procedures - Science Advisory Board Members  
(Distributed after last meeting)

Review of Fingerprint Webinar - Dr. Simone Gittelson

Discussion of PCAST Report - Science Advisory Board Members

Future meeting dates and locations

Old Business, New Business

Closing and adjournment

**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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District of Columbia

Department of Forensic Sciences

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 28<sup>th</sup> 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.



Department of Forensic Sciences  
Science Advisory Board Meeting  
Web-Based Conferencing (WebEx)  
9:00 a.m., Friday, January 13, 2017

Agenda

Roll Call, Review of Minutes from last meeting, Approval of Minutes

Introduction of new Science Advisory Board Members

- Dr. Namandjé N. Bumpus
- Dr. Jeanne Ann Jordan
- Dr. Marie Fidelia-Lambert

Review of Forensic Biology Unit Protocols – Susan Welti

Quality Update – Brittany Graham

Public Health Laboratory Update – Dr. Anthony Tran

Old Business, New Business

- Status of Science Advisory Board Regulations
- Upcoming Open Meetings Act and Ethics trainings

Future meeting dates and locations

Closing and adjournment



District of Columbia

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.

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 28<sup>th</sup> 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 notified the board that a formal request would be made 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.





Department of Forensic Sciences  
Science Advisory Board Meeting  
Consolidated Forensic Laboratory – Room 1224  
9:00 am., Friday, April 28, 2017

Agenda

Roll Call, Review of Minutes from Previous Meeting, Approval of Minutes

Status of Science Advisory Board Regulations (Rashee Kumar)  
(Discussed at previous meeting)

Update on Laboratory Status (Ms. Karen Wiggins)

- Firearms issue (Ms. Karen Wiggins)

Discussion of Firearms Examination Unit Protocol Review Feedback (Deion Christophe)  
(Distributed after previous meeting)

Public Health Update – Zika Update/CMS Audit/Sample Re-Testing (Dr. Tony Tran)

Quality Update (Brittany Graham)

Old Business, New Business

- Update on PCAST Review
- Update on Proficiency Test Review
- Election of new SAB Chair

Future meeting dates and locations

Closing and Adjournment

Science Advisory Board Ethics Training @ 2:00 pm (Board of Ethics and Government Accountability)

**Department of Forensic Sciences  
Science Advisory Board Meeting Minutes  
Friday, April 28, 2017**

The Department of Forensic Sciences Science Advisory Board meeting was brought to order at 9:15 a.m. by board chairman Irv Litofsky. Board members in attendance, in addition to the board chairman, included Dr. Clifton Bishop, Dr. Namandjé N. Bumpus, Dr. Marie N. Fidélia-Lambert, Dr. Simone Gittelsohn, Dr. William Grosshandler, Dr. Jeanne A. Jordan, Mr. Peter Marone and Dr. Burton Wilcke. A quorum was established to conduct board business. Minutes from the meeting were presented, read and approved.

**Status of Science Advisory Board Regulations**

The Mayor's Order delegating rulemaking authority to DFS is forthcoming to advance the board rules previously written. The rules will be resubmitted by DFS General Counsel Rashee Raj to the Office of the Attorney General for clearance, followed by the 30-day publication timeline for public comment and distribution to the board.

**Forensic Science Laboratory Update**

Proficiency test errors occurring in the Firearms Examination Unit (FEU) in recent months and its' impact were reviewed by Forensic Science Laboratory (FSL) Director, Karen Wiggins. Quality corrective action steps taken in response to the test errors included examiner removal from casework, case review, case verification and stakeholder notification.

FEU Lead Examiner Deion Christophe discussed responses submitted by the board after review of FEU protocols and policies. Examiner Christophe identified the fine points that led to the lab's decisions to either incorporate or exclude the board's recommendations in FEU reference manuals.

FSL examiners received PCAST training in February 2017, and are scheduled for mock trial court testimony training in June 2017.

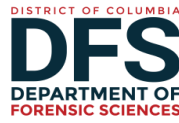
**Public Health Laboratory**

Zika MAC-Elisa errors testing problems and retesting and calculation problems and recalculation were at the center of the laboratory's recent challenges. Presently, PHL is continuing molecular testing, or CDC Trioplex, while serologies are sent to CDC for testing. The PHL is expected to transition during summer 2017, to an automated system for molecular testing that specifically detects for Zika.

The Public Health Laboratory has moved aggressively in filling the division's vacant positions.

**Quality Update**

The Forensic Science Laboratory will undergo an ANAB quality inspection via office review/desk audit. The 'surveillance visit' requires DFS submission by October 31, 2017, laboratory documentation for review. Prior



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to the quality inspection, select DFS personnel will participate in an internal audit. An on-site audit of the Forensic Biology Unit (FBU) will be conducted, under quality assurance standards, August 15 and 16, 2017.  
continued ➔

Page 2 of 2  
Science Advisory Board  
Meeting Minutes  
April 28, 2017

Crime Scene Sciences (CSS) SOPs have received major revisions. The SAB will be requested to review the SOPs after they are approved. A gap analysis is planned for August/September to further examine the division's accreditation status and to determine next steps to achieve ISO 17-020 standard accreditation.

A review of allegations and issues reveals that during the last quarter 3 CSS complaints were received from the Metropolitan Police Department: 1) Manner in which CSS assumes responsibility for responding to scenes- ***Resolved***; 2) Two events involving safe unloading and safe rendering of a firearm by Crime Scene Scientists. ***Response: Policy has been changed, CSS vehicles outfitted with clearing barrel stations and firearm safety retraining of staff conducted.***

A complaint was received concerning risks and hazards associated with the handling of packaging containing Zika Virus samples received by Central Evidence Unit staff. ***Response: The Office of Risk Management conducted a walk-through. Management ensured staff's awareness of location for personal protective equipment (PPE), provided retraining for proper use of PPE and engaged staff in dialogue to dispel fears.***

Deputy Director Brittany Graham led a discussion on various aspects of proficiency testing. She invited the board to submit ideas and recommendations in support of improving the quality of the department's proficiency testing. Board member Peter Marone suggested and Deputy Graham agreed that the department distribute to the board a list of concepts already designed by DFS to improve proficiency testing.

Motion: Board member Peter Marone nominated as Science Advisory Board Chairman.

Motion Seconded.

Board Chairman Marone recommended that DFS consider appointment of additional forensic science professionals to fill Science Advisory Board vacancies to ensure board diversity.

The meeting adjourned at 1:52 p.m.

Ethics training for SAB members commenced at 2 p.m.

An audio recording of the meeting is available upon request.



Department of Forensic Sciences  
Science Advisory Board Meeting  
Consolidated Forensic Laboratory – Room 1224  
9:00 a.m., Friday, July 21, 2017

Agenda

Roll Call, Review of Minutes from Previous Meeting, Approval of Minutes

New Board Members (Mr. Paul Reedy)

General Counsel Update

Status of Science Advisory Board Regulations (Rashee Kumar)

Quality Review of Allegations and Issues (Ms. Brittany Graham)

Update on Laboratory Status (Ms. Karen Wiggins)

Firearms issue (Ms. Karen Wiggins)

Globalfiler and STRMix Validation (Ms. Andrea Borchardt)

Public Health Update – Zika Update/CMS Audit/Sample Re-Testing (Dr. Tony Tran)

SAB Review – Zika Mac Elisa (Mr. Peter Marone and SAB Members)

SAB Review – PCAST and DFS (Mr. Peter Marone and SAB Members)

SAB Review – Proficiency Tests and Providers (Mr. Peter Marone and SAB Members)

Future meeting dates and locations

Closing and Adjournment

**Department of Forensic Sciences  
Science Advisory Board Meeting Minutes  
Friday, July 21, 2017**

The Department of Forensic Sciences Science Advisory Board meeting was brought to order at 9:05 a.m. by board chairman Peter Marone. In addition to the board chairman, board members in attendance included Dr. Namandjé N. Bumpus, Dr. Marie N. Fidélia-Lambert, Dr. Simone Gittelsohn, Mr. John Paul Jones II, Dr. Jeanne A. Jordan and Dr. Burton Wilcke. A quorum was established to conduct board business. Minutes from the April 28, 2017, meeting were presented, read and approved.

Board member introductions were conducted, specifically recognizing newly appointed board member, John Paul Jones II.

**Status of Science Advisory Board Regulations**

Mayor's Order has been issued delegating rulemaking authority to DFS enabling advancement of the board rules previously written. The rules will be resubmitted for Register publication and public comment when the City Council returns from recess in September.

**Quality Review of Allegations and Issues**

Of the four complaints received, three are pending: 1-Unattended firearm dropped and retrieved from the Central Evidence (CEU) corridor; 2 & 3-Personnel actions/complaints against personnel; 4-Anonymous complaint concerning forensic errors (Closed). There was one inquiry from a university who requested and was provided a copy of a testing form to aid in research.

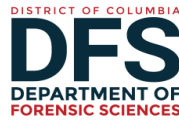
CLIA conducted a 2-day revisit survey of the Public Health Laboratory to review ZIKA MAC ELIZA activities, which are currently offline. Open and closed QCARS (Quality Corrective Action Reports) from last year's internal audits, prior CLIA audits and training records were reviewed. QCARS from September and February surveys remain open and currently receiving priority attention for closeout.

An internal audit of Forensic Science Laboratory (FSL) uncovered 5 non-conformities and 1 Q-CAR. Quality Assurance Standards (QAS) audit of the Forensic Biology Unit (FBU) scheduled to occur August 15 and August 16. Approximately 95 per cent of audit documentation has been submitted for review. An external desk audit is planned for the Firearms Examination Unit, the Latent Fingerprint Unit and the Forensic Biology Unit.

**Forensic Science Laboratory Update/Firearms Issue**

Proficiency testing errors by one examiner activated QA system identifying two credible errors in the firearms examination unit. Quality assurance measures taken by the laboratory in response to the testing errors included implementation of 60-day witness verifications, case reviews, convening bi-monthly stakeholder updates and contracting additional examiners to conduct reviews and re-works.

**Globalfiler and STRMix Validation**



District of Columbia

Department of Forensic Sciences

In compliance with the Federal Bureau of Investigation's quality assurance standards, on April 1, 2017, the Forensic Biology Unit moved from validation testing of DNA samples using the Identifiler Plus Kit to using GlobalFiler. The change has resulted in additional statistical training for FBU staff and the

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Science Advisory Board

Meeting Minutes  
July 21, 2017

laboratory leading stakeholder sessions to explain the changeover and what it means in the analysis of complex mixture samples.

### **Public Health Laboratory**

ZIKA testing samples have been sent to the Centers for Disease Control (CDC) and Prevention since January 2017. Although the Public Health Laboratory continues molecular testing in-house, negative result samples are referred to CDC as well. To date, a total of 199 serum samples have been sent to CDC for testing. The laboratory's goal is to reinstitute MAC-Elisa testing in-house by August 1, 2017, and to move ZIKA molecular testing to a highly sensitive and fully automated platform.

The SAB was requested to review the Public Health Laboratory's SOP's, worksheets, titration studies and verification studies in support of the laboratory's remediation efforts.

SAB member Simone Gittelsohn reviewed aspects of the President's Council of Advisors on Science and Technology (PCAST) Report, STRmix & DNA profiles relevant to DFS procedures.

Deputy Director Brittany Graham presented a brief overview of conducting business with the District of Columbia government, vendor requirements and the potential impact on the availability of proficiency test providers. The Board was requested to identify, during the October 20<sup>th</sup> web-conference, other known sources and providers of proficiency tests for consideration by the Department of Forensic Sciences.

The meeting adjourned at 12:49 p.m.

An audio recording of the meeting is available upon request.



Department of Forensic Sciences  
Science Advisory Board Meeting  
Consolidated Forensic Laboratory – WebEx  
10:00 am. Friday, October 20, 2017

Agenda

Roll Call, Review of Minutes from Previous Meeting, Approval of Minutes

New Board Members (Mr. Paul Reedy)

General Counsel Update

Status of Science Advisory Board Regulations (Rashee Kumar)

Quality Review of Allegations and Issues (Ms. Brittany Graham)

Results of the ANAB Audit (Ms. Brittany Graham)

Update on Laboratory Status (Ms. Karen Wiggins)

Firearms issue (Ms. Karen Wiggins)

Public Health Update

Zika Update (Dr Tony Tran)

Forensic Chemistry Update (Dr. Luke Short)

SAB Review – PCAST and DFS (Mr. Peter Marone and SAB Members)

SAB Review – Proficiency Tests and Providers (Mr. Peter Marone and SAB Members)

Future meeting dates and locations

Closing and Adjournment



**Department of Forensic Sciences  
Science Advisory Board Draft Meeting Minutes  
Friday, October 20, 2017 – WebEx Meeting**

The Department of Forensic Sciences Science Advisory Board WebEx meeting was brought to order at 10:10 a.m. by board chairman Peter Marone. Board members participating in the WebEx meeting included Dr. Namandjé N. Bumpus, Dr. Marie N. Fidélia-Lambert, Dr. Simone Gittelsohn, Dr. William Grosshandler, Mr. John Paul Jones II, Dr. Jeanne A. Jordan, Ms. Danielle O'Neill and Dr. Burton Wilcke. A quorum was established to conduct board business. Minutes from the July 21, 2017, meeting were presented and read.

**Motion to Approve Minutes:** Board Member Jordan      **Seconded:** Board Member O'Neill  
**Motion to Approve Minutes Passed**

Paul Reedy, DFS Program Manager, announced recent board appointments (Danielle O'Neill, John Paul Jones), pending board appointments (Robert Thompson, Michael Pentella) and briefly highlighted the background experience and affiliations of new members.

The board's proposed rulemaking was published in the D.C. Register October 6, 2017, and will remain open for 30 days allowing for public comment until November 4, 2017. Approval by the Council of the District of Columbia is anticipated shortly after the comment period expires. To date, Rashee Raj, DFS General Counsel, has received comments from the Office of D.C. City Councilmember Charles Allen.

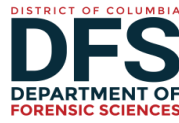
There were no Allegations or Issues during the last quarter, subsequent to the SAB meeting convened July 21, 2017, according to Deputy Director Brittany Graham. She reported that an August 15<sup>th</sup> and 16<sup>th</sup> QAS quality assurance audit of the Forensic Biology Unit by the ANAB resulted in no findings of non-conformity for the second consecutive year. Similarly, there were no findings of non-conformity from an ANAB external desk audit (surveillance review) of Forensic Science Laboratory units (Firearms Examination Unit, Forensic Biology Unit, Latent Fingerprint Unit).

DFS Director Jenifer Smith revisited the three casework errors occurring in the Forensic Science Laboratory's Firearms Examination Unit (FEU), recounting the lab's response to the incident which included corrective action, removal of examiner from casework, independent case review, reworking of cases, proficiency testing and stakeholder notification and updates. Director Smith further explained that this event is primarily attributed to failure to follow protocol and that there is no reason to believe SOP revision is necessary.

Board member Wilcke asked if the laboratory's SOP manuals address deviation from policy or practice. Director Smith and Deputy Director Graham confirmed that quality procedures for non-conformance are included in manuals, in addition to a policy concerning how deviations should occur, often in testing. While there is an established 100% verification policy, Chairman Marone and Board member O'Neill recommends adding additional verification language to laboratory forms to ensure reviewers' firm commitment to adhere to policy.

Currently, FEU is not fully staffed. Recruitment for a Technical Leader and a Supervisor is in progress.





District of Columbia

Department of Forensic Sciences

At the request of Chairman Marone, DFS will forward FEU Laboratory Operating Manuals (LOMs) and DFS Department Operating Manuals (DOMs) for discussion during the January 2018 board meeting.

continued→

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Science Advisory Board-Draft Meeting Minutes

October 20, 2017

Dr. Anthony Tran, Public Health Laboratory (PHL) Director, announced recent laboratory hires, Dr. Pushker Raj, Virology/Immunology Unit Manager, hired September 5 and Matthew McCarroll, who joined the division October 2, filling the division's new Laboratory Operations Analyst position. At present, PHL is continuing ZIKA molecular testing (nucleic acid testing) for District residents. To date, the laboratory has tested 835 (MAC-ELISA) samples from 806 patients. The Centers for Disease Control (CDC) and Prevention continues ZIKA serology testing and recommends testing of symptomatic pregnant females only. Of the 835 serology samples tested, there were 66 non-negative results, indicating patient positive, equivocal or inconclusive for serological evidence of ZIKA. Only 5 of the 66, or 7.6%, of non-negative results provided a definitive ZIKA finding.

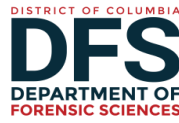
The PHL's expected mid-September target to return ZIKA testing on-line has been postponed to allow for resubmission of paperwork and quality control guidelines and protocol review by CLIA (The Clinical Laboratory Improvement Amendments). The additional time has enabled acquisition and installation of fully automated platforms for ZIKA testing and staff training.

The laboratory has run 530 mosquito pools during the current mosquito testing season. A total of 1282 pools were run last year.

Dr. Luke Short, Manager, Chemistry Section, presented an overview of the Forensic Chemistry Unit (FCU), presently at 10% capacity, designed for in-house testing of various controlled and dangerous substances. He reports recent interactions with the legal community have allowed the FCU an opportunity to learn about and influence the development of legislation of controlled and dangerous substances regulation and prosecutions. In addition, the unit has engaged collaborative work with Office of the Medical Examiner (death investigations) for testing of syringes, testing of Contraband confiscated by the D.C. Department of Corrections (DOC) and provided general instruction for DOC staff in the proper handling of and protection from synthetic drugs.

Dr. Short announced January 2018, as the projected target for FCU accreditation to test controlled and dangerous substances, currently performed by DEA, confiscated by the Metropolitan Police Department in the District of Columbia. The unit has completed most of the technical and administrative documentation, most of which has been approved, submitted for approval or forwarded to DEA for review. Distribution of FCU documents to the SAB is planned.

Director Smith reminded the board of the importance for the board to issue a technical document specifically addressing how the DFS lab is conducting analyses in relation to salient issues included in the PCAST report. She further agreed to coordinate a conference call with Board member Jones to discuss DNA reviews, Mixtures and recent NIST study. Chairman Marone recommended that the board address DFS proficiency testing and proficiency providers prior to issuing the PCAST document.



District of Columbia

Department of Forensic Sciences

In acknowledgement of his final SAB meeting, Dr. Burton Wilcke praised the board for their commitment to the board's work and expressed his appreciation for having had the opportunity to serve.

The meeting adjourned at 11:50 a.m. An audio recording of the meeting is available upon request.

**33. Please provide a list of any additional training or continuing education opportunities made available to agency employees. For each additional training or continuing education program, please provide the subject of the training, the names of the trainers, and the number of agency employees that were trained.**

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	International Association of Identification (OKC) Conference	International Association for Identification Conference	1
2017	MIC06-Salmonella Serotyping (Kauffman-White Method) and MIC14-Vitek-2 Compact Microbial ID System	PHL Management	2
2017	10th National Conference on Laboratory Aspects of Tuberculosis	Association of Public Health Laboratories	1
2017	16S rRNA Sequence Based Bacterial Identification	Centers for Disease Control and Prevention	1
2017	2016 NIST Conference	National Institute of Standards and Technology Conference	6
2017	2017 Annual Review of DNA Accepted at NDIS	Federal Bureau of Investigation	16
2017	2017 APHL Annual Meeting	Association of Public Health Laboratories Conference	1
2017	2017 ELC Grantee for HAI and Ebola Infection Prevention Efforts Meeting	Centers for Disease Control and Prevention	1
2017	2017 IAI Conference	International Association for Identification Conference	5
2017	2017 LRN-C National Meeting Conference	Laboratory Response Network Conference	1
2017	2017 NDIS Procedures	Federal Bureau of Investigation	2
2017	2017 NLTN 9 Conference State Training Coordinator	Association of Public Health Laboratories	1
2017	2017 Preparedness Summit	Centers for Disease Control and Prevention	1

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	22nd Annual National CODIS Conference	Federal Bureau of Investigation	2
2017	3rd Annual Workshop on Strmix: Implementation and Casework Approach	STRmix	1
2017	Accessioning Document Update Discussion, SOP and Supporting Documents for all Workflow Processes	PHL Management	9
2017	Advanced Laser Scanning for Forensics	Leica Geosystems	11
2017	Advanced Molecular Molecular Detection (AMD) Conference	Advanced Molecular Molecular Detection Conference	1
2017	AFTE Annual Training Seminar	Association of Firearms and Toolmarks Examination	2
2017	AFTE Eastern Regional Conference	Association of Firearms and Toolmarks Examination Conference	7
2017	Agents of Bioterrorism: 2017 BT Training for DC Sentinel Laboratories.	Laboratory Response Network	9
2017	Agents of Bioterrorism: LRN Conventional Methods Training	Laboratory Response Network	1
2017	Agents of Bioterrorism: LRN Rapid Methods Training	Laboratory Response Network	1
2017	American Academy of Forensic Sciences Annual Scientific Meeting	American Academy of Forensic Sciences Conference	2
2017	ANAB Assessor Professional Development	ANAB	1
2017	Analysis of Distortion in Latent Prints	Tritech	9
2017	Annual CODIS state meeting	Federal Bureau of Investigation	2
2017	APHL Emerging Leaders Program-- Cohort 9	Association of Public Health Laboratories	1
2017	APHL webinar "Understanding Next Generation Sequencing (NGS) Instrumentation and Information Technology Requirements"	Association of Public Health Laboratories	4
2017	APHL Webinar: Quality Control (QC) Procedures for the CDC Zika MAC	Association of Public Health Laboratories	7

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
	ELISA		
2017	ARLN CRE Isolate TEsting Overview: Mid-Atlantic Region CRE Training Workshop	Centers for Disease Control and Prevention	1
2017	ASCLD Webinar: DNA Standards and Guidelines	American Society of Crime Laboratory Directors	9
2017	ASM Clinical Virology Symposium	American Society for Microbiology	1
2017	ASM Microbe2017	American Society for Microbiology	1
2017	Berla iVee Vehicle Forensics Training	Berla iVee	1
2017	Best Practices Collection Seizure of Mobile Devices	FBI	1
2017	Bloodstain Pattern Analysis - A Review of Fundamentals	Craig Moore - See More Forensics	29
2017	Bode CellMark Forensics DNA Conference	Bode Cell Mark	2
2017	Building Cross-Sector Collaborations to Promote Effective Antibiotic Use in Inpatient, Outpatient and Long-Term Care Settings.	Public Health Foundation	2
2017	Buried Body and Surface Skeleton	Forensic Pieces through Park Police	7
2017	CAP Webinar: Respiratory Pathogen Detection: An Outcome-based Study on a First in, First out (FIFO) Testing Algorithm	College of American Pathologists	7
2017	CDC 2016 Annual CaliciNet Meeting	Centers for Disease Control and Prevention	1
2017	CDC 2017 ELC Annual Grantee Meeting	Centers for Disease Control and Prevention	1
2017	CDC Federal Select Agent Program RO Workshop	Centers for Disease Control and Prevention	1
2017	CDC Webinar: How to establish User Accounts and Get Started With Data Reporting in MosquitoNET	Centers for Disease Control and Prevention	7
2017	Cellebrite Certified Repair Technician	Cellebrite	1
2017	CERA LT Demo Training	Consolite Forensics	13

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	Certified Public Safety Laser Scan Technician	Leica Geosystems	41
2017	Clearing Barrel Use	DFS Internal - Firearms Examination Unit	44
2017	CODIS State Administrator Meeting	Federal Bureau of Investigation	1
2017	Conquering Difficult Injury Photography	International Association for Identification Conference	1
2017	Courtroom Testimony Made Easy	Forensic Pieces	17
2017	Crime Scene and Evidence Photography	CSS Training Coordinator	1
2017	Crime Scene Photography Refresher	CSS Training Coordinator	49
2017	CSI Certification Test Preparation	Forensic Pieces	16
2017	CV Training	DFS Internal	1
2017	DC PHL Response to the Emergence of Synthetic Drugs in the District of Columbia	PHL Manager Dr. Luke Short	13
2017	DEA Forensic Chemistry Seminar	Drug Enforcement Administration	2
2017	DFS-PHL Brown Bag Luncheon: "Microbiology Mythbusters".	PHL Manager Dr. Lindsay Stevenson	
2017	DFS-PHL In Service Training--- Understanding the Quality Assessment Process for Reviewing the Effectiveness of the Corrective Actions for the Pre-Analytical Indicators for the Accessioning Unit	PHL Management	5
2017	DFS-PHL In-Service Training for Microbiology Staff on CLSI Document M100-Performance Standards for Antimicrobial Susceptibility Testing.	PHL Management	6
2017	Emergency Liaison Officer Training	DC Government	3
2017	Emerging and Resurging Infectious Diseases: 2017		11
2017	Emerging Leader Cohort 9 Training Program	Association of Public Health Laboratories	1
2017	External Examiner Moot Court Training (USAO)	United States Attorney's Office	6

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	External Moot Court Training (OAG & PDS)	Office of Attorney General and Public Defender Service	3
2017	FBI Post-Blast Investigator School	FBI	2
2017	FEDERAL SELECT AGENT PROGRAM (FSAP) WEBCAST	Centers for Disease Control and Prevention	1
2017	Firearms Safety Training (Initial and Refresher)	CSS Training Coordinator	29
2017	Forensic Ammunition	Carl Rone	1
2017	Forensic Entomology - The Use of Insects in Legal Investigations	Lauren Jennings, Perdue	47
2017	Generations in the Workplace	DFS Deputy Director, Brittany Graham	36
2017	Genomics and Bioinformatics in Clinical Microbiology.	Association of Public Health Laboratories	8
2017	HIPAA Training for PHL	Tina Curtis	14
2017	Hi-Point Firearms Armorer's Course	Hi Point Firearms	1
2017	How Xreme is Extreme?	International Association for Identification Conference	1
2017	HSEMA District Planners Course	Homeland Security Emergency Management	1
2017	Identification and Analysis of Biological Stains	webinar	1
2017	IEF training (Magnet IEF Examinations (IEF200))	IEF	1
2017	Immunological Case Studies in Infectious Disease	Centers for Disease Control and Prevention	8
2017	Implementation of 3D Technology, Analysis, and Statistics for FA/TM Examinations	National Institute of Standards and Technology Conference	1
2017	Improving Team Results by Focusing on Strengths	International Association for Identification Conference	1
2017	Introduction to Photoshop: Level 1	International Association for Identification	1

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
		Conference	
2017	Introduction to the Science of Friction Ridge Examination		1
2017	iPhone, iPad and Smartphone Apps for CSI	International Association for Identification	2
2017	ISO/IEC 17025 and Audit Prep for Forensic Agencies	A2LA	2
2017	Laboratory Methods for Detecting Rabies Virus	Centers for Disease Control and Prevention	1
2017	Latent Print Advanced Testimony		3
2017	LEAN Seminar for PHL	PHL Manager Dr. Lindsay Stevenson	9
2017	LEEDS 3D Scanning of Deformed Bullets	LEEDS	1
2017	LIMS/File on Q Refresher Training	CSS Training Coordinator	67
2017	Live APHL Online Webinar: Use of Next Generation Sequencing in Influenza Surveillance	Association of Public Health Laboratories	9
2017	Live Online Webinar : Environmental Laboratory Ethics: Then and Now	Association of Public Health Laboratories	7
2017	Low Copy Number, DNA Recovery, and Sources of Contamination	unk/webinar	1
2017	Managing Chaos: Tools to Set Priorities and Make Decisions Under Pressure	American Management Association	20
2017	Mandatory DSAT Training for BT Updated Biosecurity Policies/Protocols-Session #1	PHL Management	7
2017	Mandatory Training for Updated Zika Testing Procedures/Documents/Accessioning	PHL Management	18
2017	MIC06-Salmonella Serotyping (Kauffman-White Method) and MIC14-Vitek-2 Compact Microbial ID System	PHL Management	6
2017	Mideo Training	Mideo Systems	1
2017	Moot Court Training (Internal)	DFS General Counsel	5
2017	MPD TASER Training	Metropolitan Police Department	2



<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	Myers Brigg Type Indicator (MBTI)	DCHR	4
2017	Navigating EnCase Forensic Version 8	EnCase	1
2017	New Lab Director Orientation Program	Association of Public Health Laboratories	1
2017	NIBIN Acquisition Training	Bureau of Alcohol, Tobacco, and Firearms	5
2017	NIST Error Management Symposium 2017	National Institute of Standards and Technology Conference	6
2017	Northeast/Mid-Atlantic Joint PulseNet/OutbreakNet Regional Meeting	Association of Public Health Laboratories	1
2017	Ocean System Video Forensics Training	Ocean Systems	1
2017	Packaging and Shipping Division 6.2 and Dry Ice Workshop	PHL Management	9
2017	Packaging and Shipping Training of 6.2 Hazardous Material	PHL Management	5
2017	Palm Print Comparison Techniques	Tritech	1
2017	PCast Training	DFS Internal - Karen Wiggins, Brittany Graham and Jenifer Smith	60
2017	PHL Brown Bag Seminar-"APHL/CDC Zika and Yellow Fever Uganda Workshop Report"	PHL Management	6
2017	PHL Brown Bag Series: "The Progression of Foodborne Outbreaks in the US"	PHL Management	26
2017	PHL Brown Bag Series: "Update on Synthetic Opioid Testing and What's new in the World of Synthetic Drugs"	PHL Manager Dr. Luke Short	23
2017	PHL Brown-Bag Monthly Series:"Microbiology Mythbusters".	PHL Manager Dr. Lindsay Stevenson	20
2017	Promega Tech Tour	Promega	7
2017	Sculpting the Human Skull	International Association for Identification Conference	1
2017	Sequencing Technologies and Terminologies	Agilent	9

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2017	Shooting Incident Documentation (Part 2)	Carl Rone	5
2017	SIG P320 Armorer's course	Sig Sauer	2
2017	Strmix Training	STRmix	1
2017	Sudden Unexpected Infant Death Investigation: What is My Role?	Centers for Disease Control and Prevention	5
2017	SWGDE Meeting	SWGDE	1
2017	Syndromic Panels---Holy Grail of Laboratory Testing	Association of Public Health Laboratories	4
2017	Taser Evidence Recovery	CSS Training Coordinator	40
2017	Testimony Training-Lecture	DFS General Counsel	2
2017	The Use of Alternate Light Sources and ParaDNA for Screening Biological Fluids	International Association for Identification Conference	1
2017	Training on Updated Biosafety Manual--Session #2	PHL Management	8
2017	Training on Updated Biosafety Manual-Session #3	PHL Management	8
2017	Uncommon Methods for Common Forensic Evidence	International Association for Identification Conference	1
2017	Updated Zika MAC-ELISA SOPs VIR 12 &13	PHL Management	5
2017	Updates for Accessioning SOPs	PHL Management	5
2017	Use of WGS in a Legionnaires' Disease Outbreak in Minnesota	Association of Public Health Laboratories	6
2017	Worker's Comp Training	DC Government	1
2017	Y Screening and Direct Amplification of Sexual Assault	Promega	2
2017	Zika MAC-ELISA SOP, LOMs, Worksheet & Log Training	PHL Management	6
2018	APHL Online Webinar: Lessons Learned from Proficiency Testing and Exercises	Association of Public Health Laboratories	8
2018	Basic/Advanced Forensic Photography	unknown - self funded	1
2018	Bias in Decision Making	The Moss Group	20
2018	Bloodstain Pattern Analysis	Craig Moore - See More Forensics	12

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2018	CAP TODAY/BD Webinar: Transitioning from Culture to Molecular: MRSA and S. aureus	College of American Pathologists	9
2018	CAP TODAY/Cepheid Webinar: "Carbapenem-Resistant Enterobacteriaceae (CRE): Raising the Bar with High Stakes Bacteria".	College of American Pathologists	6
2018	CDC/APHL Live Online Webinar: 2017 Influenza Update	Centers for Disease Control and Prevention	3
2018	CDC/NIH Webinar on Precision Medicine and Health Disparities: The Promise and Perils of Emerging Technologies.	Centers for Disease Control and Prevention	2
2018	Coaching With Intention		2
2018	CODIS Eligibility for CSS	DFS Internal - Forensic Biology Unit	33
2018	Courtroom Testimony Techniques - Success Instead of Survival	unknown - self funded	1
2018	Firearms Safety Training	CSS Training Coordinator	7
2018	MN CoE: Using the CoEs as a Resource During Outbreak Investigations	Association of Public Health Laboratories	5
2018	Obtaining Exemplars	CSS Training Coordinator	47
2018	PHL Brown-Bag Monthly Series: "Rabies: A Public Health Threat, The Texas PHL Experience".	PHL Manager Dr. Pushkar Raj	19
2018	Story Telling Power - Secrets For Exceptional Communications	American Management Association	10
2018	2017 Mid-Atlantic Association of Forensic Scientists Meeting	Mid-Atlantic Association of Forensic Scientists Conference	3
2018	APHL 2017 Annual Meeting	Association of Public Health Laboratories	3
2018	MorphoTrack Conference	MorphoTrack	4
2018	NexION Operator Training	NexION	2
2018	Packaging and Shipping Training--- Session #3	PHL Management	10

<b>Fiscal Year</b>	<b>Title</b>	<b>Trainer</b>	<b>Number of Agency Employees Trained</b>
2018	PulseNet Workshop for NGS Using Illumina MiSeq Platform and Data Analysis using BioNumerics 7.5	Centers for Disease Control and Prevention	1

**45. How many in-person training programs took place in FY17 and FY18, to date?**

<b>In-Person Training for FY17 and FY18YTD</b>	
<b>Training</b>	<b>Audience/Unit</b>
LIMS Training	DFS
CV Training	DFS
Worker's Comp Training	DFS
Emergency Liaison Officer Training	DFS
ANAB Assessor Professional Development	DFS
Myers Brigg Type Indicator (MBTI)	DFS
Forensic Entomology - The Use of Insects in Legal Investigations	FSL
ISO/IEC 17025 and Audit Prep for Forensic Agencies	DFS
Managing Chaos: Tools to Set Priorities and Make Decisions Under Pressure	DFS
HSEMA District Planners Course	DFS
Generations in the Workplace (multiple iterations)	DFS
Coaching With Intention	DFS
Story Telling Power - Secrets For Exceptional Communications	DFS
Bias in Decision Making	DFS
Buried Body and Surface Skeleton	FSL
Shooting Incident Documentation (Part 2)	CSS/FSL
Certified Public Safety Laser Scan Technician (multiple iterations)	FSL
Bloodstain Pattern Analysis - A Review of Fundamentals	FSL
Firearms Safety Training (multiple iterations)	FSL
CERA LT Demo Training	FSL
Clearing Barrel Use	FSL
Courtroom Testimony Made Easy	FSL/CSS
Crime Scene and Evidence Photography	CSS
LIMS/File on Q Refresher Training	FSL/CSS
CSI Certification Test Preparation	CSS
FBI Post-Blast Investigator School	CSS
Crime Scene Photography Refresher (multiple iterations)	CSS
Taser Evidence Recovery	CSS
CODIS Eligibility for CSS	CSS
Courtroom Testimony Techniques - Success Instead of Survival	CSS/FSL
Obtaining Exemplars	CSS

<b>In-Person Training for FY17 and FY18YTD</b>	
<b>Training</b>	<b>Audience/Unit</b>
CSS Academy (320 hours)	CSS
Sudden Unexpected Infant Death Investigation: What is My Role?	PHL
LEAN Seminar for PHL	PHL
CDC Federal Select Agent Program RO Workshop	PHL
HIPAA Training	DFS
DFS-PHL In-Service Training on:	DFS
PHL Brown Bag Seminars (multiple iterations) on:	DFS
16S rRNA Sequence Based Bacterial Identification	PHL
DEA Forensic Chemistry Training	PHL
Emerging Leaders Program	DFS
Agents of Bioterrorism: 2017 BT Training for DC Sentinel Laboratories.	PHL
Laboratory Methods for Detecting Rabies Virus	PHL
Agents of Bioterrorism: LRN Conventional Methods Training	PHL
Packaging and Shipping Training (multiple iterations)	PHL
Agents of Bioterrorism: LRN Rapid Methods Training	PHL
NexION Operator Training	PHL
PCast Training	FSL
Navigating EnCase Forensic Version 8	FSL
Internal Moot Court Training (multiple iterations)	FSL/CSS
External Moot Court Training (OAG & PDS multiple iterations)	FSL/CSS
NIBIN Training (multiple iterations)	FSL
Palm Print Comparison Techniques	FSL
Strmix Training (multiple iterations)	FSL
Best Practices Collection Seizure of Mobile Devices	FSL
Hi-Point Firearms Armorer's Course	FSL
LEEDS 3D Scanning of Deformed Bullets	FSL
Advanced Laser Scanning for Forensics	FSL
Implementation of 3D Technology, Analysis, and Statistics for FA/TM Examinations	FSL
Forensic Ammunition	FSL
SIG P320 Armorer's course	FSL

<b>In-Person Training for FY17 and FY18YTD</b>	
<b>Training</b>	<b>Audience/Unit</b>
IEF training (Magnet IEF Examinations (IEF200))	FSL
Analysis of Distortion in Latent Prints	FSL
Introduction to the Science of Friction Ridge Examination	FSL
Ocean System Video Forensics Training	FSL
Cellebrite Certified Repair Technician	FSL
Mideo Training	FSL
Berla iVee Vehicle Forensics Training	FSL
Latent Print Advanced Testimony	FSL

**50. Please list all cases processed in FY17 and FY18, to date, by unit, case type, and turn-around time, including sexual assault kits. How many of each case type are “backlogged”? How many of each case were processed by an outside contractor?**

<b>FORENSIC BIOLOGY UNIT</b>	<b>FY17</b>	<b>FY18</b>
<b>Backlog</b>	0	0
<b>Sexual Assault Kits Total</b>	238	43
Processed in-house	200	16
Outsourcing	38	0
In-House Turnaround Time (in days)	63	53
Outsourcing Turnaround Time (in days)	74	N/A
<b>Non-Sexual Assault Kits Total</b>	1096	301
Processed in-house	202	147
Outsourcing	894	154
In-House Turnaround Time (in days)	43	32
Outsourcing Turnaround Time (in days)	60	60
Assaults	129	26
Sexual Assault	60	56
Burglaries/Robberies/Carjacking's	465	120
Homicide/Death Investigations	85	18
Other	357	81
*Turnaround time for sexual assault kit testing is defined by SAVRAA as date when kit arrives at DFS until time report is disseminated. *Turnaround time for other case is defined by DFS as date assigned to analyst until date report is disseminated.		

<b>FIREARMS EXAMINATION UNIT</b>	<b>FY17</b>	<b>FY18</b>
<b>Backlog</b>	1118	1133
<b>Average Turnaround Time (in days)</b>	11	8
<b>Completed Cases</b>	450	107
Assault with Intent to Kill (AWIK)	43	11
Assault with Dangerous Weapon (ADW)	200	33
Assault with Intent to Rob (AWIR)	2	1
Assault on a Police Officer (APO)	12	2
Homicide	139	44
Robbery while Armed	3	0
Robbery	8	0
Other	43	16
*Robbery includes offenses listed under robbery, robbery (hold up), and robbery of establishment.		



<b>LATENT FINGERPRINT UNIT</b>	<b>FY17</b>	<b>FY18</b>
<b>Backlog*</b>	52	0
<b>Turnaround Time (in days)</b>	13	10
<b>Completed Cases</b>	2308	603
Assault/Sex Abuse	243	38
Burglary	629	88
Carjacking	85	22
Robbery	280	74
Homicide	190	42
Death Investigations/Fatality	285	54
Other	596	285
*Backlog= Assigned cases that have yet to be completed.		

<b>DIGITAL EVIDENCE UNIT</b>	<b>FY17</b>	<b>FY18</b>
<b>Backlog</b>	0	0
<b>Turnaround Time (in days)</b>	4.9	5
<b>Completed Cases</b>	334	85
Assault	32	9
Burglary	4	4
Carjacking	1	0
Robbery	33	12
Homicide	27	12
Death Investigations	16	5
Other	221	43