



DISTRICT OF COLUMBIA
DFS
DEPARTMENT OF
FORENSIC SCIENCES

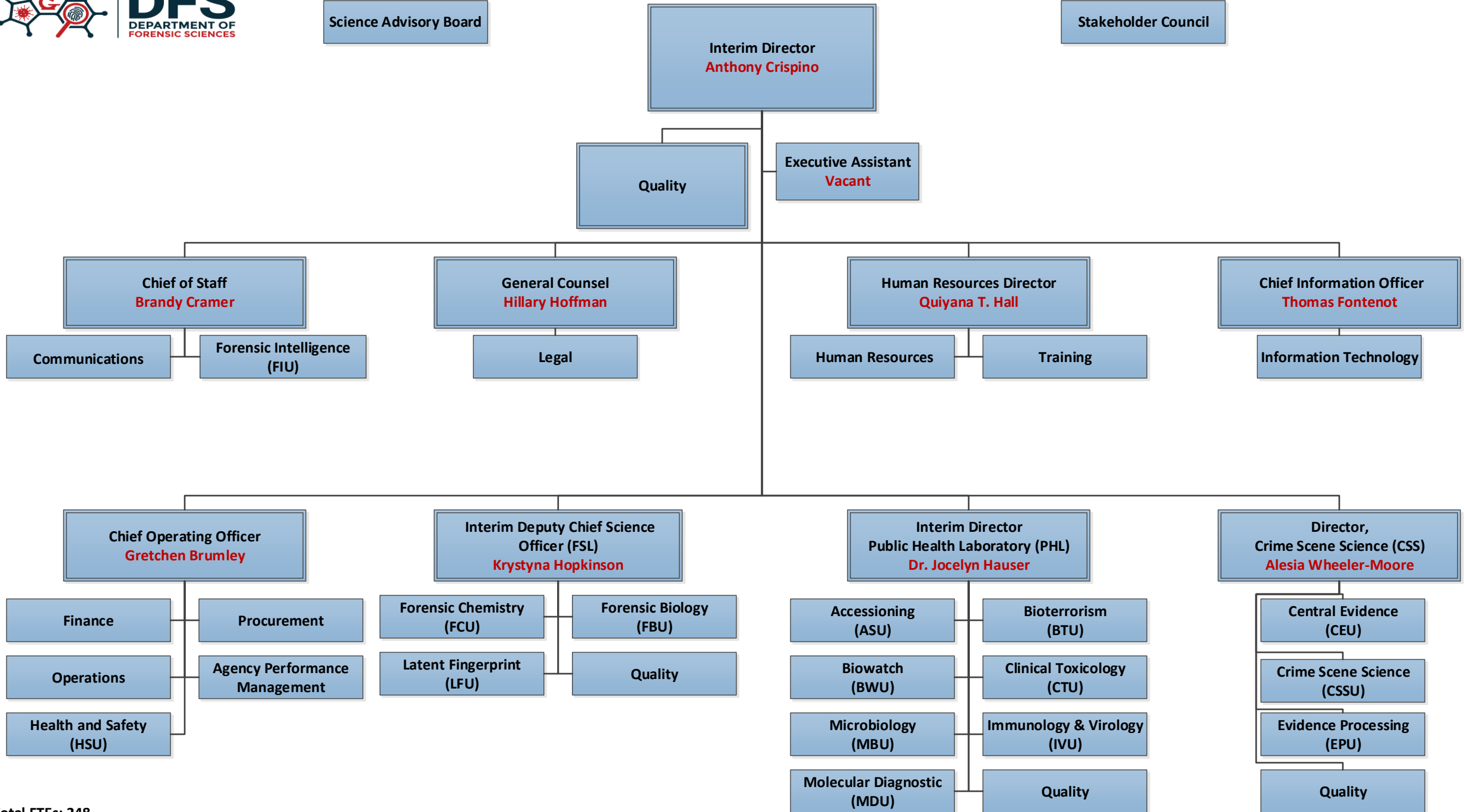
INTEGRITY | ACCOUNTABILITY | TRUST

Organizational Structure

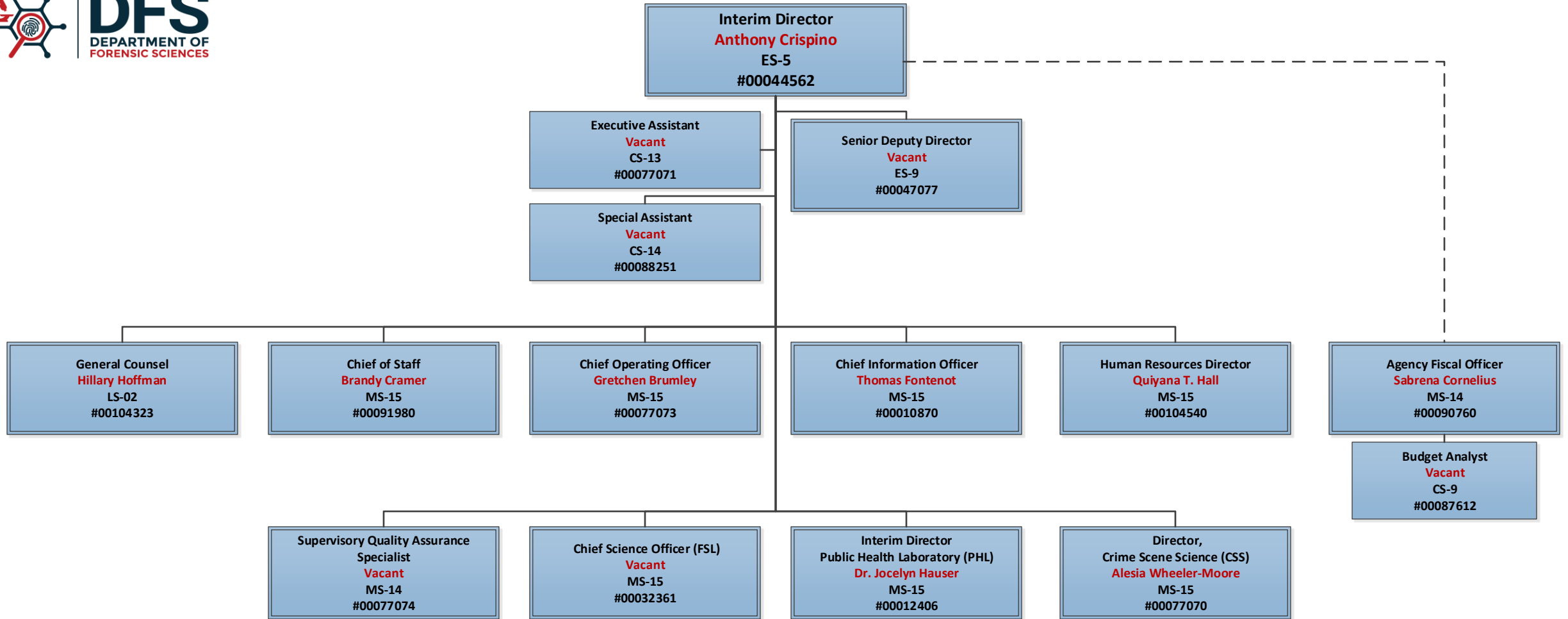
OFFICIAL
As of 1/15/2023

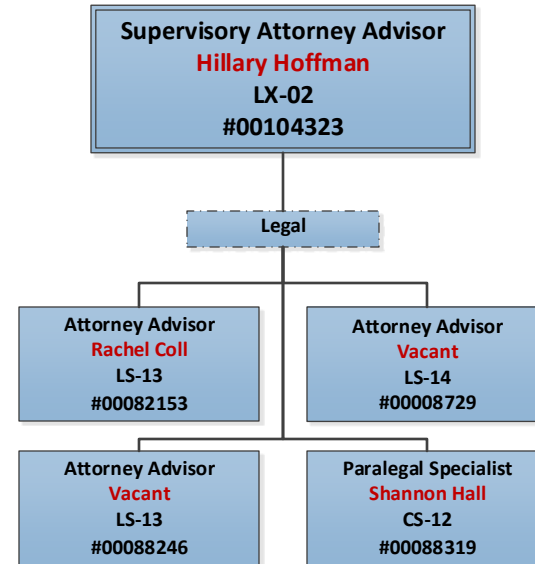
Science Advisory Board

Stakeholder Council



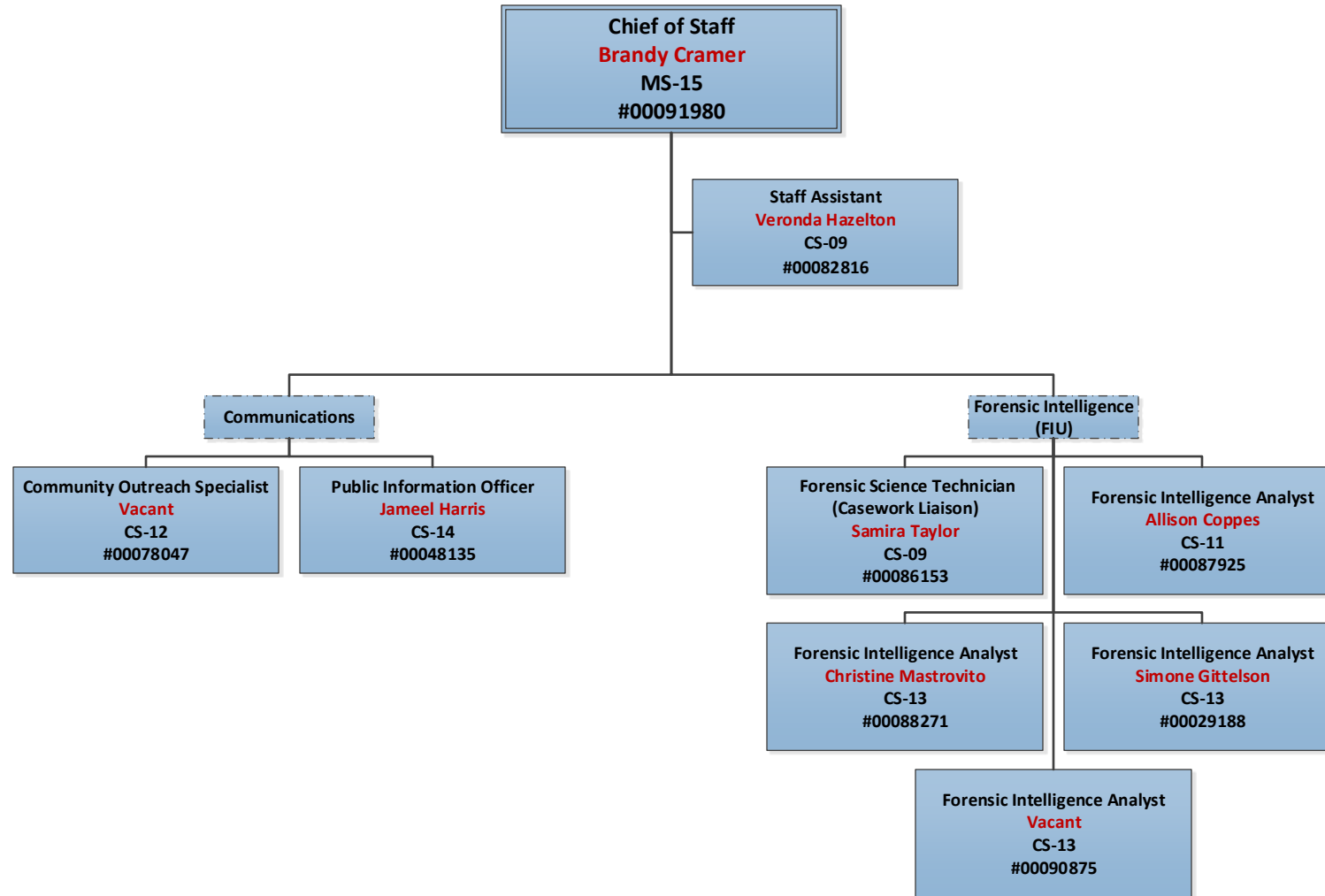
Total FTEs: 248
Filled: 185
Vacant: 63
Frozen:



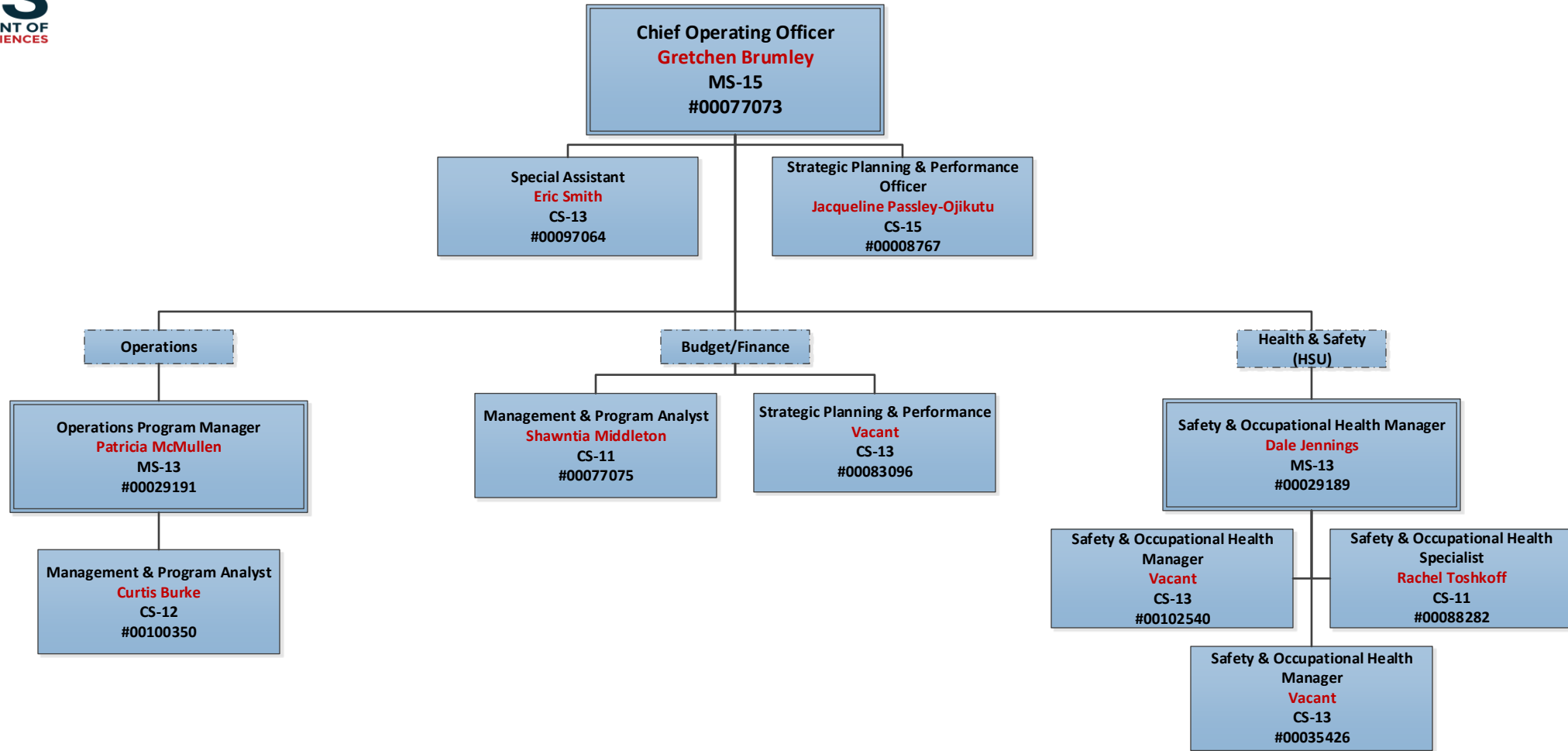


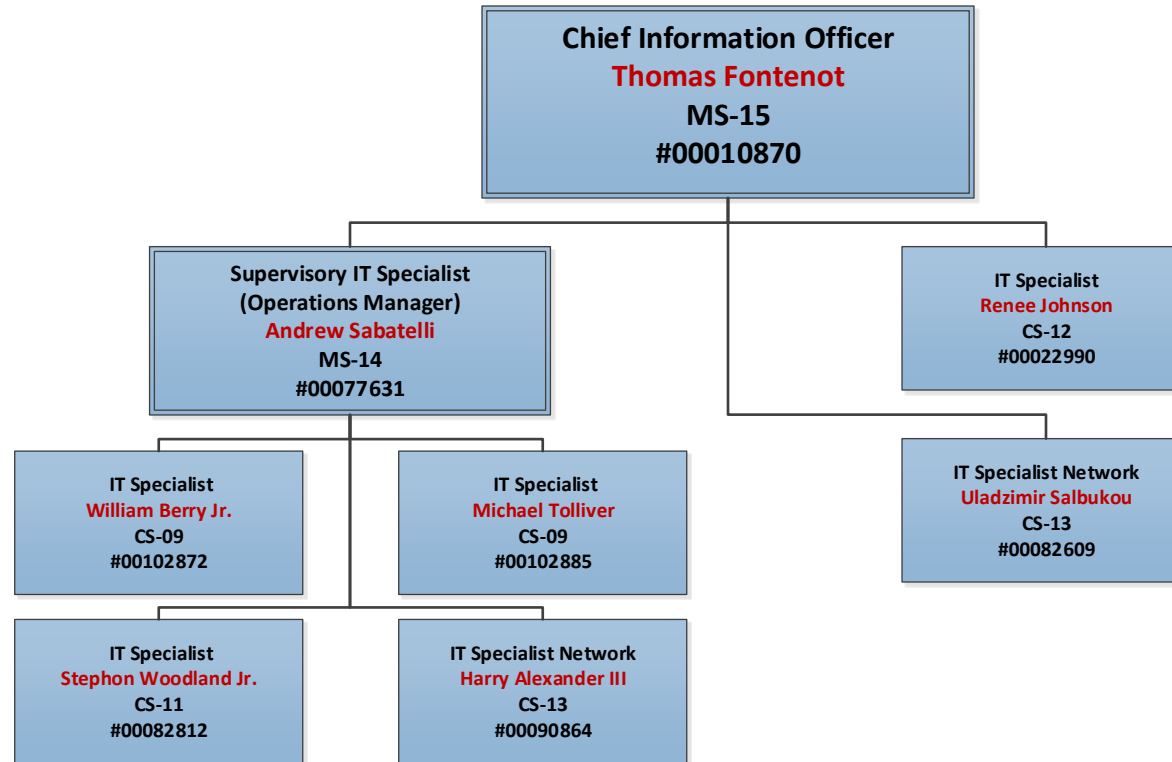


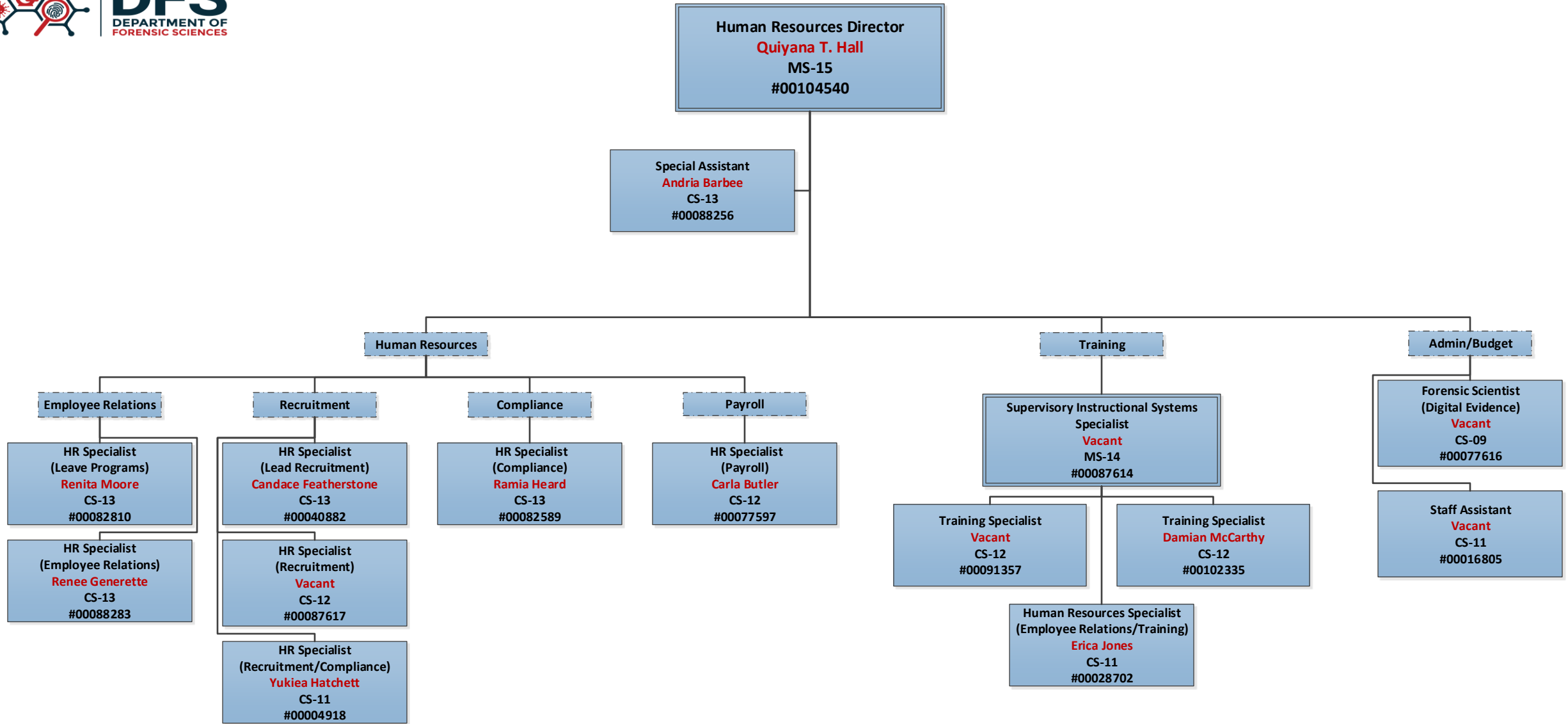
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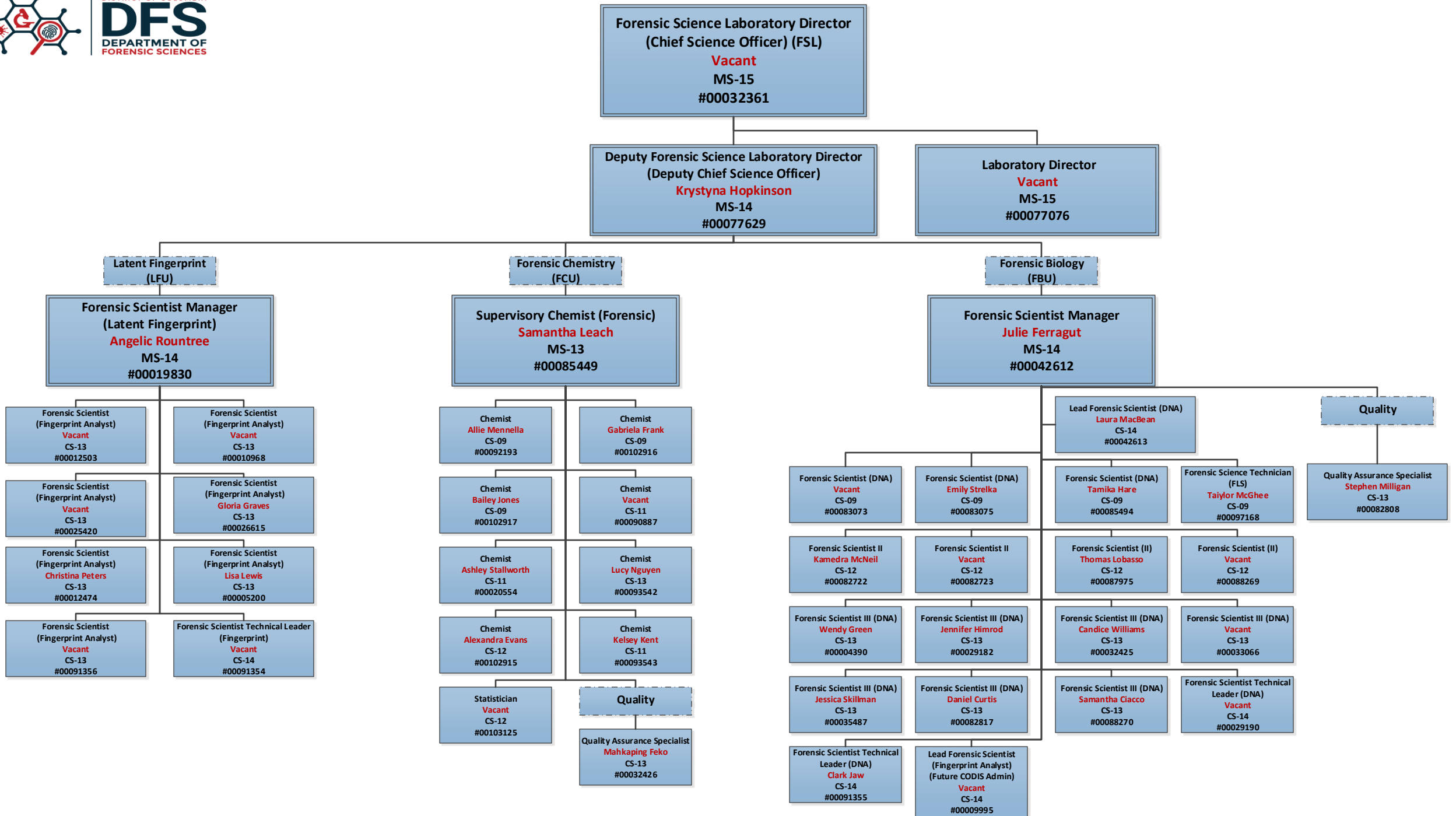


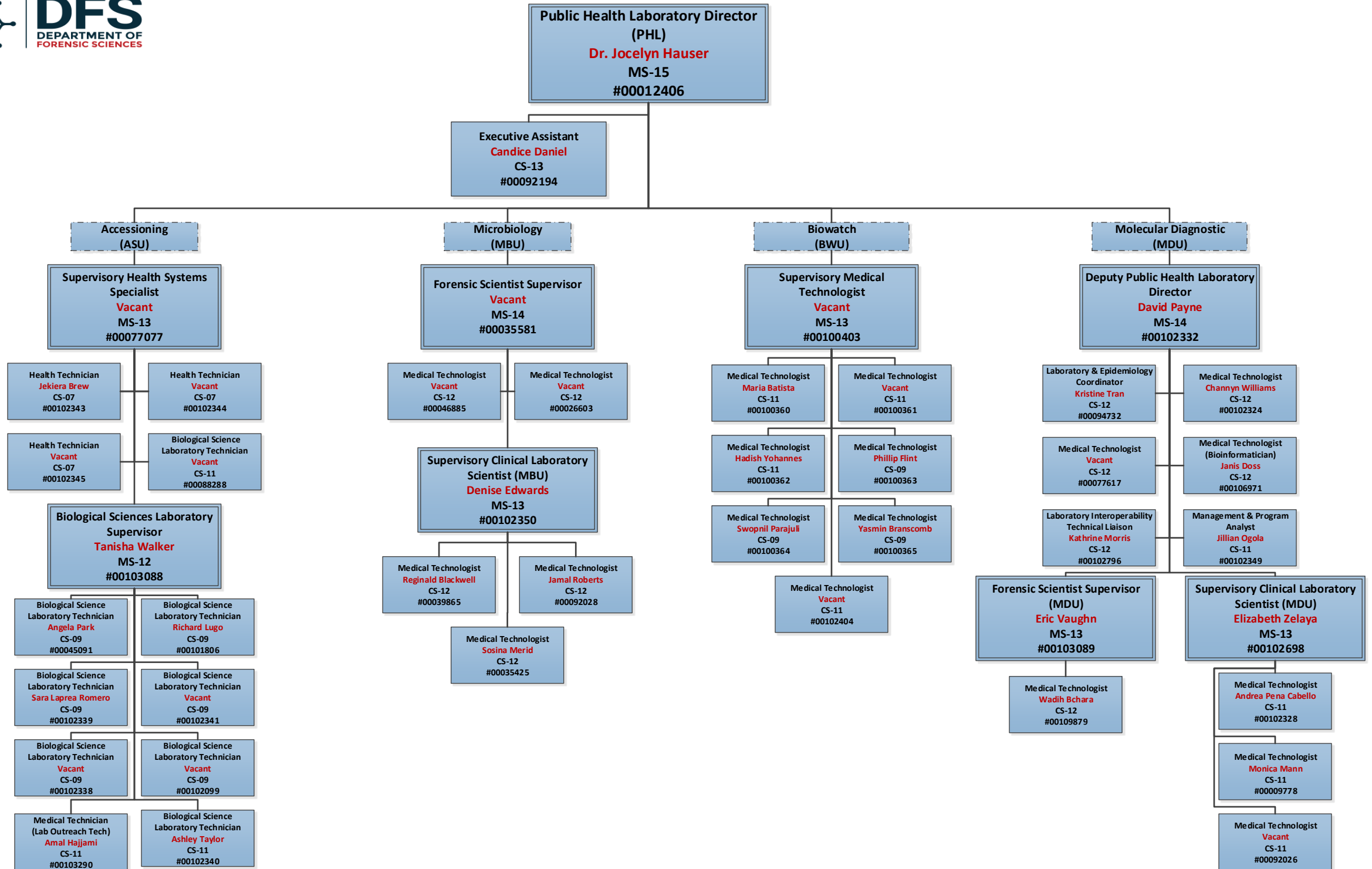
FTEs: 9
Filled: 7
Vacant: 2



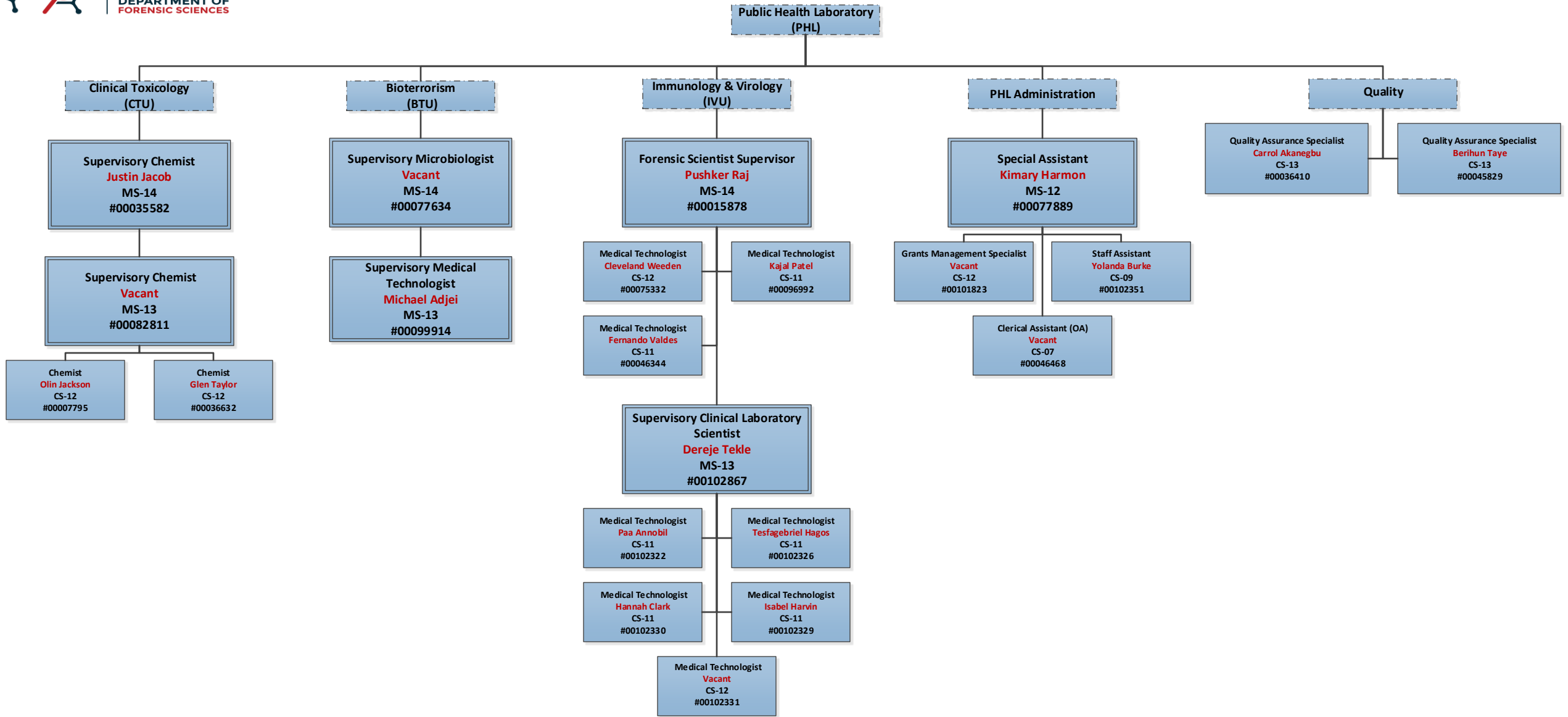


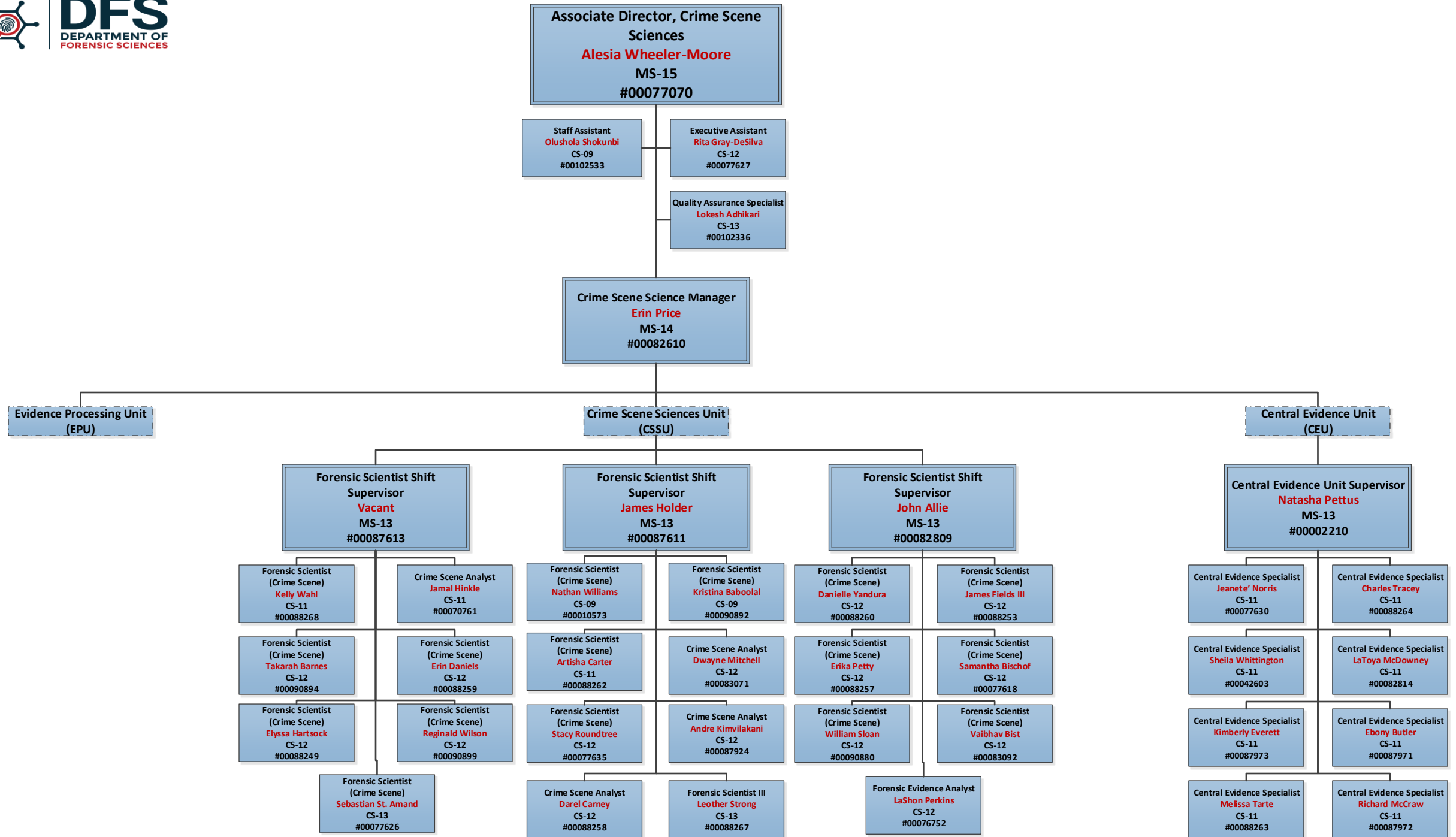


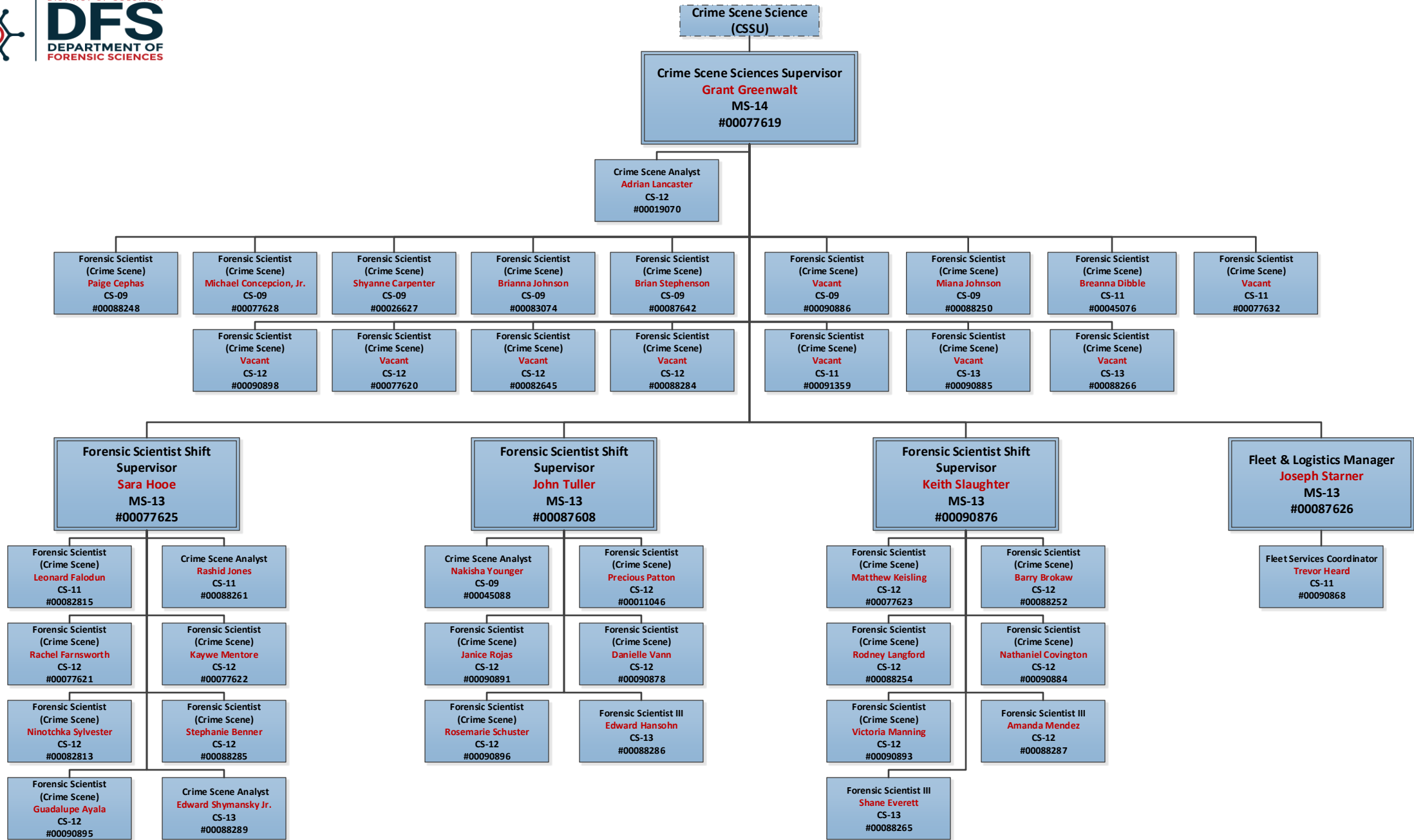




FTEs: 44
Filled: 29
Vacant: 15







Position N	Title	Name	Vacant Status
00002210	Central Evidence Unit Supervis	Pettus,Natasha	F
00010573	Forensic Scientist (Crime Scen	Williams,Nathan	F
00011046	Forensic Scientist (Crime Scen	Patton,Precious R	F
00016805	Staff Assistant		V
00019070	Crime Scene Analyst	Lancaster,Adrian L	F
00026627	Forensic Scientist (Crime Scen	Carpenter,Shyanne	F
00042603	Central Evidence Specialist	Whittington,Sheila	F
00045076	Forensic Scientist (Crime Scen	Dibble,Breanna	F
00045088	Crime Scene Analyst	Younger,Nakisha J	F
00070761	Crime Scene Analyst	Hinkle,Jamal	F
00076752	Forensic Evidence Analyst	Perkins,LaShon	F
00077070	Associate Director, Crime Scen	Wheeler-Moore,Alesia	F
00077618	Forensic Scientist (Crime Scen	Bischof,Samantha D	F
00077619	Crime Scene Sciences Superviso	Greenwalt,Grant L	F
00077620	Forensic Scientist (Crime Scen		V
00077621	Forensic Scientist (Crime Scen	Farnsworth,Rachel	F
00077622	Forensic Scientist (Crime Scen	Mentore,Kaywe	F
00077623	Forensic Scientist (Crime Scen	Keisling,Matthew	F
00077625	Forensic Scientist Shift Super	Hooe,Sara	F
00077626	Forensic Scientist (Crime Scen	St. Amand,Sebastian Michael	F
00077627	Executive Assistant	Gray-DeSilva,Rita	F
00077628	Forensic Scientist (Crime Scen	Concepcion Jr.,Michael Carlos	F
00077630	Central Evidence Specialist	Norris,Jeanete' R.	F
00077632	Forensic Scientist (Crime Scen		V
00077635	Forensic Scientist (Crime Scen	Roundtree,Stacy LaShea	F
00082610	Crime Scene Sciences Manager	Price,Erin M	F
00082645	Forensic Scientist (Crime Scen		V
00082809	Forensic Scientist Shift Super	Allie,John C	F
00082813	Forensic Scientist (Crime Scen	Sylvester,Ninotchka E	F
00082814	Central Evidence Specialist	McDowney,LaToya	F
00082815	Forensic Scientist (Crime Scen	Falodun,Leonard	F
00083071	Crime Scene Analyst	Mitchell,Dwayne R	F
00083092	Forensic Scientist (Crime Scen	Bist,Vaibhav	F
00087608	Forensic Scientist Shift Super	Tuller,John S	F
00087611	Forensic Scientist Shift Super	Holder,James R	F
00087613	Forensic Scientist Shift Super		V
00087626	Fleet and Logistics Manager	Starner,Joseph	F
00087642	Forensic Scientist (Crime Scen		V
00087924	Crime Scene Analyst	Kimvilakani,Andre M	F
00087971	Central Evidence Specialist	Butler,Ebony M	F
00087972	Central Evidence Specialist	McCraw,Richard	F
00087973	Central Evidence Specialist	Everett,Kimberly M	F
00088248	Forensic Scientist (Crime Scen	Cephas,Paige Q	F
00088249	Forensic Scientist (Crime Scen	Hartsock,Elyssa	F
00088250	Forensic Scientist (Crime Scen	Johnson,Miana	F
00088252	Forensic Scientist (Crime Scen	Brokaw,Barry	F

00088253	Forensic Scientist (Crime Scen	Fields III,James A	F
00088254	Forensic Scientist (Crime Scen	Langford,Rodney J	F
00088257	Forensic Scientist (Crime Scen	Petty,Erika	F
00088258	Crime Scene Analyst	Carney,Darel Lamar	F
00088259	Forensic Scientist (Crime Scen	Daniels,Erin	F
00088260	Forensic Scientist (Crime Scen	Yandura,Danielle	F
00088261	Crime Scene Analyst	Jones,Rashid M	F
00088262	Forensic Scientist (Crime Scen	Carter,Artisha	F
00088263	Central Evidence Specialist	Tarte,Melissa	F
00088264	Central Evidence Specialist	Tracey III,Charles D	F
00088265	Forensic Scientist III	Everett,Shane	F
00088266	Forensic Scientist (Crime Scen		V
00088267	Forensic Scientist III	Strong,Leother M	F
00088268	Forensic Scientist (Crime Scen	Wahl,Kelly A	F
00088284	Forensic Scientist (Crime Scen		V
00088285	Forensic Scientist (Crime Scen	Benner,Stephanie Frances	F
00088286	Forensic Scientist III	Hansohn II,Edward C	F
00088287	Forensic Scientist III	Mendez,Amanda	F
00088289	Crime Scene Analyst	Shymansky Jr.,Edward L	F
00090868	Fleet Services Coordinator	Heard,Trevor	F
00090876	Forensic Scientist Shift Super	Slaughter,Keith D	F
00090878	Forensic Scientist (Crime Scen	Vann,Danielle	F
00090880	Forensic Scientist (Crime Scen	Sloan,William J	F
00090883	Forensic Scientist (Crime Scen		V
00090884	Forensic Scientist (Crime Scen	Covington,Nathaniel	F
00090885	Forensic Scientist (Crime Scen		V
00090886	Forensic Scientist (Crime Scen		V
00090891	Forensic Scientist (Crime Scen	Rojas,Janice	F
00090892	Forensic Scientist (Crime Scen	Baboolal,Kristina	F
00090893	Forensic Scientist (Crime Scen	Manning,Victoria	F
00090894	Forensic Scientist (Crime Scen	Barnes,Takarah	F
00090895	Forensic Scientist (Crime Scen	Ayala,Guadalupe	F
00090896	Forensic Scientist (Crime Scen	Schuster,Rosemarie	F
00090898	Forensic Scientist (Crime Scen		V
00090899	Forensic Scientist (Crime Scen	Wilson,Reginald	F
00102533	Staff Assistant	Shokunbi,Olushola	F
00004390	Forensic Scientist III (DNA Ex	Green,Wendy	F
00005200	Forensic Scientist (Fingerprin	Lewis,Lisa R	F
00009995	Lead Forensic Scientist (Finge		V
00010968	Forensic Scientist (Fingerprin		V
00012474	Forensic Scientist (Fingerprin	Peters,Christina	F
00012503	Forensic Scientist (Fingerprin		V
00019830	Forensic Scientist Manager (La	Rountree,Angelic	F
00020554	Chemist	Stallworth,Ashley	F
00025420	Forensic Scientist (Fingerprin		V
00026615	Forensic Scientist (Fingerprin	Graves,Gloria V	F
00029182	Forensic Scientist III (DNA Ex	Himrod,Jennifer L	F

00029188	Forensic Intelligence Analyst	Garcia Rendon,Simone N	F
00029190	Forensic Scientist Technical L		V
00032361	Laboratory Director		V
00032425	Forensic Scientist III (DNA Ex	Williams,Candice M	F
00033066	Forensic Scientist III (DNA Ex		V
00035487	Forensic Scientist III (DNA Ex	Skillman,Jessica L	F
00042612	Forensic Scientist Manager (DN	Ferragut,Julie Marie	F
00042613	Lead Forensic Scientist (DNA)	MacBean,Laura A	F
00077616	Forensic Scientist (Digital Ev		V
00077629	Deputy Forensic Science Labora	Newsham,Krystyna H	F
00082722	Forensic Scientist II	McNeil,Kamedra D	F
00082723	Forensic Scientist II		V
00082817	Forensic Scientist III (DNA Ex	Curtis,Daniel Sterling	F
00083073	Forensic Scientist (DNA)		V
00083074	Forensic Scientist (Crime Scen	Johnson,Brianna	F
00083075	Forensic Scientist (DNA)	Strelka,Emily Griffith	F
00083096	Forensic Scientist (Firearms &		V
00085449	Supervisory Chemist (Forensic)	Leach,Samantha M.	F
00085494	Forensic Scientist (DNA)	Hare,Tamika	F
00086153	Forensic Science Technician (C	Taylor,Samira	F
00087925	Forensic Intelligence Analyst	Coppes,Allison M	F
00087975	Forensic Scientist (II)	Lobasso,Thomas J.	F
00088269	Forensic Scientist II		V
00088270	Forensic Scientist III (DNA Ex	Ciacco,Samantha D.	F
00088271	Forensic Intelligence Analyst	Mastrovito,Christine D.	F
00090875	Forensic Intelligence Analyst		V
00090887	Chemist		V
00091354	Forensic Scientist Technical L		V
00091355	Forensic Scientist Technical L	Jaw,Clark	F
00091356	Forensic Scientist (Fingerprin		V
00091359	Forensic Scientist (Firearms &		V
00092193	Chemist	Mennella,Allie	F
00093542	Chemist	Nguyen,Lucy Nhi	F
00093543	Chemist	Kent,Kelsey DeWitt	F
00097168	Forensic Science Technician (F	McGhee,Taiylor	F
00102915	Chemist	Evans,Alexandra	F
00102916	Chemist	Frank,Gabriela	F
00102917	Chemist	Jones,Bailey	F
00094841	Information Technology Spec.	Brown,Marvin C.	F
00004918	Human Resources Specialist	Jones,Erica	F
00008729	Attorney Advisor		V
00008767	Strategic Plan & Perform Ofcr	Passley-Ojikutu,Jacqueline	F
00010870	Chief Information Officer	Fontenot,Thomas J	F
00022990	IT Specialist	Johnson,Renee Gordon	F
00028702	Human Resources Specialist	Hatchett,Yukiea	F
00029191	Operations Program Manager	McMullen,Patricia R	F
00032426	Quality Assurance Specialist	Feko,Mahkaping	F

00035426	Safety & Occupational Health M		V
00036410	Quality Assurance Specialist	Akanegbu,Carrol S	F
00040882	Human Resources Specialist	Featherstone,Candace C	F
00044562	Interim Director	Crispino,Anthony D	F
00047077	Senior Deputy Director		V
00048135	Public Information Officer	Harris,Jameel E	F
00077071	Executive Assistant		V
00077073	Chief Operating Officer	Brumley,Gretchen	F
00077074	Supervisory Quality Assurance		V
00077075	Management and Program Analyst	Middleton,Shawntia D	F
00077076	Laboratory Director		V
00077597	Human Resources Specialist	Butler,Carla	F
00077631	Supervisory IT Specialist	Sabatelli,Andrew	F
00078047	Community Outreach Specialist		V
00082153	Attorney Advisor	Coll,Rachel	F
00082589	Human Resources Specialist	Heard,Ramia	F
00082609	INFO TECH SPEC NETWORK	Salbukou,Uladzimir	F
00082808	Quality Assurance Specialist	Milligan,Stephen	F
00082810	Human Resources Specialist	Moore,Renita	F
00082812	INFO. TECH. SPECIALIST	Woodland Jr.,Stephon R	F
00082816	Staff Assistant	Hazelton,Veronda Lornetta	F
00087614	Supvy Instruct. Systems Spec.		V
00087617	Human Resources Specialist		V
00088246	Attorney Advisor		V
00088251	Special Assistant		V
00088256	Special Assistant	Barbee,Andria L	F
00088283	Human Resources Specialist	Generette,Renee	F
00088319	Paralegal Specialist	Hall,Shannon P	F
00090864	INFO TECH SPEC NETWORK	Alexander III,Harry J.	F
00091357	Training Specialist		V
00091980	Chief of Staff	Cramer,Brandy S	F
00097064	Special Assistant	Smith,Eric A	F
00100350	Management and Program Analyst	Burke,Curtis	F
00102540	Safety & Occupational Health M		V
00104323	Supervisory Attorney Advisor	Hoffman,Hillary E	F
00104540	Human Resources Officer	Hall,Quiyana	F
00007795	Chemist	Jackson,Olin T	F
00009778	Medical Technologist	Mann,Monica Fabiana	F
00012406	Public Health Laboratory Direc	Hauser,Jocelyn	F
00015878	Forensic Scientist Supervisor	Raj,Pushker	F
00026603	Medical Technologist		V
00029189	Safety & Occup. Hlth. Manager	Jennings,Dale Tyree	F
00035425	Medical Technologist	Merid,Sosina	F
00035581	Forensic Scientist Supervisor		V
00035582	Supervisory Chemist	Jacob,Justin Thomas	F
00036632	Chemist	Taylor,Glen E	F
00039865	Medical Technologist	Blackwell,Reginald G	F

00045091	Biological Science Laboratory	Park,Angela J	F
00045829	Quality Assurance Specialist	Taye,Berihun A	F
00046344	Medical Technologist	Valdes,Fernando	F
00046468	Clerical Assistant (OA)		V
00046885	Medical Technologist		V
00075332	Medical Technologist	Weeden,Cleveland N	F
00077077	Supervisory Health Systems Spe		V
00077617	Medical Technologist		V
00077634	Supervisory Microbiologist		V
00077889	Special Assistant	Harmon,Kimary	F
00082811	Supervisory Chemist		V
00088282	Training Specialist	Toshkoff,Rachel	F
00088288	Biological Science Laboratory		V
00092026	Medical Technologist		V
00092028	Medical Technologist	Roberts,Jamal Langford	F
00092194	Executive Assistant	DANIEL,CANDICE	F
00094732	Laboratory & Epidemiology Coor	Tran,Kristine	F
00096992	Medical Technologist	Patel,Kajal	F
00099914	Supervisory Medical Technologi	Adjei,Michael	F
00100360	Medical Technologist	Batista,Maria	F
00100361	Medical Technologist		V
00100362	Medical Technologist	Yohannes,Hadish	F
00100363	Medical Technologist	Flint,Phillip	F
00100364	Medical Technologist	Parajuli,Swopnil	F
00100365	Medical Technologist	Branscomb,Yasmin	F
00100403	Supervisory Medical Technologi		V
00101806	Biological Science Laboratory	Lugo,Richard D	F
00101823	Grants Management Specialist		V
00102099	Biological Science Laboratory		V
00102322	Medical Technologist	Annobil,Paa	F
00102324	Medical Technologist	Williams,Channyn	F
00102326	Medical Technologist	Hagos,Tesfagebriel	F
00102328	Medical Technologist	Pena Cabello,Andrea	F
00102329	Medical Technologist	Harvin,Isabel	F
00102330	Medical Technologist	Clark,Hannah Jean	F
00102331	Medical Technologist		V
00102332	Deputy Public Health Laborator	Payne,David	F
00102335	Training Specialist	McCarthy,Damian	F
00102336	Quality Assurance Specialist	Adhikari,Lokesh K.	F
00102338	Biological Science Laboratory		V
00102339	Biological Science Laboratory	Laprea Romero,Sara	F
00102340	Biological Science Laboratory	Taylor,Ashley F	F
00102341	Biological Science Laboratory		V
00102343	Health Technician	Brew,Jekiera R	F
00102344	Health Technician		V
00102345	Health Technician		V
00102349	Management and Program Analyst	Ogola,Jillian	F

00102350	Supervisory Clinical Laborator	Edwards,Denise	F
00102351	Staff Assistant	Burke,Yolanda E	F
00102404	Medical Technologist		V
00102698	Supervisory Clinical Laborator	Zelaya,Elizabeth	F
00102796	Laboratory Interoperability Te	Morris,Katherine	F
00102867	Supervisory Clinical Laborator	Tekle,Dereje	F
00102872	Information Technology Special	Berry Jr.,William J	F
00102885	Information Technology Special	Tolliver,Michael	F
00103088	Biological Sciences Laboratory	Walker,Tanisha	F
00103089	Forensic Scientist Supervisor	Vaughn,Eric	F
00103290	Medical Technician (Laboratory	Hajjami,Amal	F
00106971	Medical Technologist	Doss,Janis Hansell	F
00109879	Medical Technologist	Bchara,Wadih	F
00087612	BUDGET ANALYST		V
00090760	AGENCY FISCAL OFFICER	Cornelius,Sabrena S	F

As of 1/19/2023

Total FTEs: 249

Vacant: 63

Frozen: 14

Filled: 185

Vacancy Date	Department Name	Reports to Name
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Tuller,John S
10/23/2021	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Tuller,John S
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Crispino,Anthony D
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Wheeler-Moore,Alesia
7/17/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Slaughter,Keith D
	Crime Scene Services Division	Greenwalt,Grant L
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Wheeler-Moore,Alesia
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Price,Erin M
1/13/2023	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Wheeler-Moore,Alesia
9/3/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Greenwalt,Grant L
	Crime Scene Services Division	Price,Erin M
12/19/2021	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Greenwalt,Grant L
9/9/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Slaughter,Keith D
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Greenwalt,Grant L
	Crime Scene Services Division	Slaughter,Keith D

	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Slaughter,Keith D
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Allie,John C
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Slaughter,Keith D
4/9/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Price,Erin M
10/15/2021	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Tuller,John S
	Crime Scene Services Division	Slaughter,Keith D
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Greenwalt,Grant L
	Crime Scene Services Division	Greenwalt,Grant L
	Crime Scene Services Division	Tuller,John S
	Crime Scene Services Division	Allie,John C
5/18/2021	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Slaughter,Keith D
4/2/2022	Crime Scene Services Division	VACANT
9/29/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Tuller,John S
	Crime Scene Services Division	Holder,James R
	Crime Scene Services Division	Slaughter,Keith D
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Hooe,Sara
	Crime Scene Services Division	Tuller,John S
12/30/2022	Crime Scene Services Division	VACANT
	Crime Scene Services Division	Price,Erin M
	Crime Scene Services Division	Price,Erin M
	Forensic Services	Ferragut,Julie Marie
	Forensic Services	Rountree,Angelic
12/21/2022	Forensic Services	VACANT
12/23/2022	Forensic Services	VACANT
	Forensic Services	Rountree,Angelic
12/17/2022	Forensic Services	VACANT
	Forensic Services	Newsham,Krystyna H
	Forensic Services	Leach,Samantha M.
11/19/2022	Forensic Services	VACANT
	Forensic Services	Rountree,Angelic
	Forensic Services	Ferragut,Julie Marie

	Forensic Services	Cramer,Brandy S
10/26/2022	Forensic Services	VACANT
10/23/2022	Forensic Services	VACANT
	Forensic Services	Ferragut,Julie Marie
5/22/2022	Forensic Services	VACANT
	Forensic Services	Ferragut,Julie Marie
	Forensic Services	Newsham,Krystyna H
	Forensic Services	Ferragut,Julie Marie
10/23/2021	Forensic Services	VACANT
	Forensic Services	Crispino,Anthony D
	Forensic Services	Ferragut,Julie Marie
12/18/2022	Forensic Services	VACANT
	Forensic Services	Ferragut,Julie Marie
1/7/2023	Forensic Services	VACANT
	Forensic Services	Holder,James R
	Forensic Services	Ferragut,Julie Marie
5/4/2019	Forensic Services	VACANT
	Forensic Services	Newsham,Krystyna H
	Forensic Services	Ferragut,Julie Marie
	Forensic Services	Cramer,Brandy S
	Forensic Services	Cramer,Brandy S
	Forensic Services	Ferragut,Julie Marie
2/27/2021	Forensic Services	VACANT
	Forensic Services	Ferragut,Julie Marie
	Forensic Services	Cramer,Brandy S
9/25/2021	Forensic Services	VACANT
5/8/2022	Forensic Services	VACANT
4/2/2022	Forensic Services	VACANT
	Forensic Services	Newsham,Krystyna H
3/24/2021	Forensic Services	VACANT
10/23/2021	Forensic Services	VACANT
	Forensic Services	Leach,Samantha M.
	Forensic Services	Newsham,Krystyna H
	Forensic Services	Leach,Samantha M.
	Forensic Services	Ferragut,Julie Marie
	Forensic Services	Leach,Samantha M.
	Forensic Services	Leach,Samantha M.
	Forensic Services	Leach,Samantha M.
	ITServUs (6010)	Scott,Tshaka O
	Office of Director	Hall,Quiyana
1/16/2023	Office of Director	Hoffman,Hillary E
	Office of Director	Brumley,Gretchen
	Office of Director	Crispino,Anthony D
	Office of Director	Fontenot,Thomas J
	Office of Director	Hall,Quiyana
	Office of Director	Brumley,Gretchen
	Office of Director	Milligan,Stephen

8/13/2022	Office of Director	VACANT
	Office of Director	Hauser,Jocelyn
	Office of Director	Hall,Quiyana
	Office of Director	VACANT
7/16/2022	Office of Director	VACANT
	Office of Director	Cramer,Brandy S
12/31/2022	Office of Director	VACANT
	Office of Director	Crispino,Anthony D
1/14/2023	Office of Director	Newsham,Krystyna H
	Office of Director	Brumley,Gretchen
2/27/2022	Office of Director	VACANT
	Office of Director	Hall,Quiyana
	Office of Director	Fontenot,Thomas J
10/1/2022	Office of Director	VACANT
	Office of Director	Hoffman,Hillary E
	Office of Director	Hall,Quiyana
	Office of Director	Fontenot,Thomas J
	Office of Director	Ferragut,Julie Marie
	Office of Director	Hall,Quiyana
	Office of Director	Fontenot,Thomas J
	Office of Director	Cramer,Brandy S
9/15/2019	Office of Director	VACANT
4/25/2021	Office of Director	VACANT
6/26/2022	Office of Director	VACANT
10/21/2021	Office of Director	VACANT
	Office of Director	Hall,Quiyana
	Office of Director	Hall,Quiyana
	Office of Director	Hoffman,Hillary E
	Office of Director	Fontenot,Thomas J
12/8/2022	Office of Director	VACANT
	Office of Director	Crispino,Anthony D
	Office of Director	Brumley,Gretchen
	Office of Director	McMullen,Patricia R
8/14/2022	Office of Director	VACANT
	Office of Director	Crispino,Anthony D
	Office of Director	Crispino,Anthony D
	Public Health Laboratory	Jacob,Justin Thomas
	Public Health Laboratory	Zelaya,Elizabeth
	Public Health Laboratory	Crispino,Anthony D
	Public Health Laboratory	Hauser,Jocelyn
8/9/2020	Public Health Laboratory	VACANT
	Public Health Laboratory	Brumley,Gretchen
	Public Health Laboratory	Edwards,Denise
12/18/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Jacob,Justin Thomas
	Public Health Laboratory	Edwards,Denise

	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Raj,Pushker
2/15/2020	Public Health Laboratory	VACANT
5/9/2021	Public Health Laboratory	VACANT
	Public Health Laboratory	Raj,Pushker
3/26/2021	Public Health Laboratory	VACANT
9/1/2022	Public Health Laboratory	VACANT
10/11/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Hauser,Jocelyn
12/29/2020	Public Health Laboratory	VACANT
	Public Health Laboratory	Jennings,Dale Tyree
3/14/2021	Public Health Laboratory	VACANT
7/2/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Edwards,Denise
	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Raj,Pushker
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Walker,Tanisha
11/5/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Walker,Tanisha
4/29/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Walker,Tanisha
9/25/2022	Public Health Laboratory	VACANT
8/15/2021	Public Health Laboratory	VACANT
	Public Health Laboratory	Tekle,Dereje
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Zelaya,Elizabeth
	Public Health Laboratory	Zelaya,Elizabeth
	Public Health Laboratory	Tekle,Dereje
	Public Health Laboratory	Tekle,Dereje
2/18/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Hall,Quiyana
	Public Health Laboratory	Milligan,Stephen
8/29/2021	Public Health Laboratory	VACANT
	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Walker,Tanisha
6/19/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Edwards,Denise
4/10/2022	Public Health Laboratory	VACANT
3/31/2022	Public Health Laboratory	VACANT
	Public Health Laboratory	Payne,David

	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Harmon,Kimary
9/6/2020	Public Health Laboratory	VACANT
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Raj,Pushker
	Public Health Laboratory	Fontenot,Thomas J
	Public Health Laboratory	Fontenot,Thomas J
	Public Health Laboratory	Hauser,Jocelyn
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Walker,Tanisha
	Public Health Laboratory	Payne,David
	Public Health Laboratory	Vaughn,Eric
	Public Safety & Justice ACFO	VACANT
	Public Safety & Justice ACFO	Garner,David C



DEPARTMENT OF FORENSIC SCIENCES

FY 2022 PERFORMANCE AND ACCOUNTABILITY REPORT

JANUARY 10, 2023

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1 DEPARTMENT OF FORENSIC SCIENCES

Mission: The mission of the Department of Forensic Sciences (DFS) is to produce high quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices, unbiased science, and transparency with the overall goal of enhancing public health and safety.

Services: DFS provides independent analysis of evidence and samples submitted by agencies within the District of Columbia and its federal neighbors. The DFS analyzes evidence submitted from criminal cases, including DNA, fingerprints, firearms, materials, drugs and digital evidence. The DFS also provides expert witness testimony in defense of their analytical reports in the District's courts of law. The Public Health Laboratory Division provides diagnostic and analytical testing for biological pathogens and chemical agents from clinical, environmental, or food sources and provides emergency response testing. The Crime Scene Sciences Division provides the collection, analysis, processing, and preservation of evidence found at crime scenes in the District. The DFS Directorate supports the work of the entire agency through strategic direction, training, quality assurance, research, recruitment and hiring of personnel, information technology, data management, fleet management, procurement, and other administrative support services. The Scientific Advisory Board provides guidance by providing peer review to ensure that scientifically valid protocols are developed, followed, and updated.

2 2022 ACCOMPLISHMENTS

Accomplishment	Impact on Agency	Impact on Residents
The Department of Forensic Sciences (DFS) Forensic Biology Unit (FBU) is a recipient of the multi-discipline Sexual Assault Kit Initiative (SAKI) federal grant award, a multi-agency grant award project between the Department of Forensic Science (DFS), Metropolitan Police Department (MPD) and the United States Attorney's Office for the District of Columbia (USAO-DC) to research and re-evaluate unsolved cold cases in an effort to provide new investigative leads through the application of modern technology and testing methods.	Thanks to the hard work and dedication of the DFS FBU SAKI team, MPD and USAO were able to obtain a conviction in an unsolved DNA 2006 cold case that involved particularly heinous circumstances. Achieving a conviction in these types of cases involves intensive coordination between the involved agencies and is no small lift. The USAO-DC issued a press release on the conviction and sentencing of the defendant.	The continued partnership of the SAKI project has led to the closure of additional cases to include the arrest in a 2005 case and the closure of a 30-year-old homicide case!

(continued)

Accomplishment	Impact on Agency	Impact on Residents
<p>The Department of Forensic Sciences (DFS) Forensic Chemistry Unit (FCU) is a recipient of the Center for Disease Control and Prevention (CDC) Overdose to Action (OD2A) grant award. Through this grant opportunity FCU has collected, collated, and reported vital data to law enforcement and public health authorities on emerging dangerous substance, drug trends in the Nation's Capital, and the prevention of opioid overdoses through the analysis and surveillance studies of dangerous controlled substances.</p>	<p>The FCU now issues monthly drug intelligence bulletins to DFS customers and stakeholders to efficiently disseminate timely, actionable information based in validated science.</p>	<p>The unit shifted its emphasis from surveillance of powders/pills to increase surveillance of syringes. This greatly improved partnerships with the syringe-exchange community and opened doors for continued education and information exchange with needle-exchange providers on analytical data, opioid abuse practices, and negative impacts on the user.</p>
<p>The Department of Forensic Sciences (DFS) was able to achieve a 15% decrease in the agency's vacancy rate in FY2022.</p>	<p>This vacancy reduction rate allows the agency to provide more efficient services by increasing response times to critical forensic and public health services.</p>	<p>Filling vacancies within the Public Health Laboratory division has expanded capabilities for the ongoing fight against COVID-19, Monkeypox, and other viral outbreaks; filling vacancies in the Crime Scene Sciences division has been crucial to evidence collection capabilities in the city's fight against the increase in crime; and, filling vacancies in the Forensic Science Laboratory division supports re-accreditation efforts to bring forensic services back online for in-house analysis of evidence collected to help swiftly solve criminal cases impacting DC residents.</p>

3 2022 OBJECTIVES

Strategic Objective	Number of Measures	Number of Operations
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	13	5
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	5	3
Create and maintain a highly efficient, transparent, and responsive District government	11	6

4 2022 OPERATIONS

Operation Title	Operation Description	Type of Operation
Create and maintain a highly efficient, transparent, and responsive District government		
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
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
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
Education and Grief Counseling Services	Education and Grief Counseling Services	Daily Service

(continued)

Operation Title	Operation Description	Type of Operation
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
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
<p>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</p>		
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
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
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
<p>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</p>		
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
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
Cyber Operations	Cyber Operations performs activities that protect sensitive information, gather evidence to mitigate possible or real-time threats, and support other agency intelligence activities.	Daily Service

(continued)

Operation Title	Operation Description	Type of Operation
Conduct professional and expedient crime scene responses, collection, and storage of evidence	The Crime Scene Sciences Division will serve as stewards of evidence by maintaining custody of evidence from collection to storage at DFS.	Daily Service
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

5 2022 STRATEGIC INITIATIVES

In FY 2022, Department of Forensic Sciences had 8 Strategic Initiatives and completed 12.5%.

Title	Description	Completion to Date	Update	Explanation for Incomplete Initiative
360 Review	In an effort to ensure accuracy and the quality and consistency of firearms examination practices, the Firearms Examination Unit (FEU) will complete an internal 360 review of the laboratory operations, procedures, and equipment. The objective is to conduct a review to determine how efficient and effective these changes were and assist in rebuilding an accredited unit.	0-24%	This initiative will be ongoing as the agency works towards re-accreditation.	This initiative is still ongoing pending rebuilding of the quality unit and staffing needs.
Crime Gun Intelligence Center (CGIC) 7 District (Ward 8) initiative broadens scope to include 6 District (Ward 7)	This FY22 Crime Gun Intelligence Center (CGIC) 7th District (Ward 8) initiative will broaden the scope to include the 6th District (Ward 7). Evidence acquired from Firearms from the 7th District (Ward 8) is prioritized for delivery to DFS for analysis by ATF and MPD personnel. In continuation of the prioritization of violent gun crime reduction, FIU will visually demonstrate National Integrated Ballistics Information Network (NIBIN) associations with the evidence item. This will assist our customers and stakeholders in the closure of cases.	Complete	In conjunctions with our partners at the ATF and MPD, an intelligence report was generated regarding the casings collected in the 7th District to provide potential leads to assist in the closure of cases.	

LIMS Upgrade	DFS will complete the customization and implementation of upgrades to the Laboratory Information System (LIMS) used by all divisions.	75-99%	Configuration and development continued for Release 2 Chemistry, updated go live October 22	Due to resource constraints and competing priorities with the accreditation project, the planned go-live date slipped.
Development of photograph and video analysis capability in the Digital Evidence Unit (DEU)	DFS will develop the photograph and video analysis capability in the Digital Evidence Unit (DEU). This capability will allow DEU to recover, analyze, and enhance still photograph and video files to provide critical information to investigators. DEU will address work flow, develop written policies and procedures, and competency measures in accordance with accreditation guidelines.	0-24%	Due to the loss of accreditation and transfer of employees to MPD during Q3, this initiative will not be met.	Due to the loss of accreditation and transfer of employees to MPD during Q3, this initiative will not be met.
DFS-Quality Assurance Manual	DFS -Quality unit will develop a standard operating procedure to capture the quality of services rendered to the Forensic Science Laboratory (FSL),the Public Health Laboratory (PHL), the Crime Scene Science (CSS) laboratory and the Department's Directorate. This manual will include guidance on how to perform internal and external audits as well as quality practices in line with regulatory guidelines outlined in CLIA, ISO/IEC 17025:2017, AR3125 and CDC-DSAT.	50-74%	The training manual is completed and waiting for external Quality Consultant (contractor) to advise and provide additional input and guidance	Waiting for feedback from Quality Consultants

Develop and implement an electronic discovery process	The DFS legal team will create, plan, and design an online portal for stakeholders to obtain documents relevant to the discovery process.	25-49%	This project has not been able to be started because the Enabling Statute has not yet been changed to allow DFS to give discovery to anyone other than the prosecutor's office.	This project has not been able to be started because the Enabling Statute has not yet been changed to allow DFS to give discovery to anyone other than the prosecutor's office.
Strengthen Agency Wide Recruitment	Build and strengthen recruitment processes in order to lower vacancy rate by 5 - 10% while ensuring alignment of human resourcing to programmatic needs.	75-99%	This initiative closes in Q4 with progress at 75% - 99%.	This initiative remains top priority and ongoing to reduce the agency's vacancy rate.
Racial Equity Initiative	Expand racial equity discussion offerings for all employees with a focus on diversity, equity and inclusion.	50-74%	This initiative closes in Q4 with progress at 50% - 74%.	This initiative remains ongoing to train all staff in DEI.

6 2022 KEY PERFORMANCE INDICATORS AND WORKLOAD MEASURES

Key Performance Indicators

Measure	Directionality	FY 2020	FY 2021	FY 2022 Target	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022	Was 2022 KPI Met?	Explanation of Unmet KPI
Percent of evidence processing cases completed within three (3) business days of receipt by unit	Up is Better	73.40%	35.60%	90%	No applicable incidents	No data available	No data available	No data available	No data available		
Percent of QCAR situation and root cause analysis sections completed within 30 business days	Up is Better	78.40%	65.50%	100%	50%	67%	19%	50%	26.40%	Unmet	Quality was not able to meet the 100% benchmark due to following reasons: 1) Shortage of DFS Quality Assurance Unit staff during this time period ,2) Initiation and continual surveillance of large numbers of nonconformities previously opened in FY2022 Q3 in both CSS and PHL, 3) Large number of additional findings from annual CLIA Internal Audit of the PHL Laboratory Division, and 4) The respective unit responsible party delayed response to submitting Objective Evidence in a timely manner.
Percent of crime scenes responded to within 30 minutes	Up is Better	87.30%	84.90%	90%	81%	79%	81%	82%	80.60%	Unmet	Traffic issues due to the return of a large number of the workforce to the workplace after the pandemic and rush hour timeframes

Key Performance Indicators (continued)

Measure	Directionality	FY 2020	FY 2021	FY 2022 Target	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022	Was 2022 KPI Met?	Explanation of Unmet KPI
Percent of overtime events preauthorized	Up is Better	87.80%	100%	80%	Annual Measure	Annual Measure	Annual Measure	Annual Measure	64.50%	Unmet	Glitches with SharePoint platform impacted ability for staff to enter OT requests timely, and competing demands impacted management's ability to approve entered requests timely.
Percent of Core Laboratory Response Network for Chemical Threats (LRN-C) methods within the Clinical Toxicology Unit (CTU) that are evaluated as competent by the Centers for Disease Control and Prevention (CDC) LRN-C Program (competence is defined as successful score of >80% in two-out-of-three testing events, per method)	Up is Better	90.90%	75%	80%	100%	100%	100%	100%	100%	Met	
Percent of Crime Scene Reports completed within 14 calendar days	Up is Better	95.90%	89.60%	95%	78%	85%	85%	84%	83%	Unmet	Due to the extreme shortage in manpower staff is responding to a larger amount of calls causing less administrative time to complete reports within the 14 calendar day turnaround time.
Percent of digital evidence cases completed within five (5) business days of receipt of legal authority and device(s)	Up is Better	96.30%	98.20%	90%	97%	No data available	No data available	No data available	97.30%	Met	
Percent of all rabies STAT specimen with human exposure are tested and reported to the Zoonotic Disease Epidemiologist within 24 hours or 1 business day of receipt in the laboratory	Up is Better	96.60%	100%	95%	100%	100%	100%	100%	100%	Met	

Key Performance Indicators (continued)

Measure	Directionality	FY 2020	FY 2021	FY 2022 Target	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022	Was 2022 KPI Met?	Explanation of Unmet KPI
Percent of all jewelry received will be transferred to Evidence Control Branch (ECB) within 14 days	Up is Better	97.90%	98.60%	90%	100%	100%	100%	100%	100%	Met	
Percent of all firearms will be transferred to the Evidence Control Branch (ECB) within 21 days after all forensic tests are completed	Up is Better	98%	96.60%	90%	100%	98%	91%	99%	96.70%	Met	
Percent of cases received in the Forensic Chemistry Unit will be tested and reported within 60 days of receipt in the laboratory	Up is Better	98%	99.10%	90%	100%	100%	67%	100%	96.30%	Met	
Percent of samples ordered in molecular diagnostics will be tested and reported within 72 hours or three (3) business days of receipt in the laboratory	Up is Better	98.70%	97.90%	90%	97%	100%	100%	No data available	99.80%	Met	
Percent of OCME samples ordered in microbiology will be tested and reported within 12 business days of receipt in the laboratory	Up is Better	98.90%	87.40%	90%	92%	100%	100%	96%	96.30%	Met	
Percent of scientists meeting technical competency requirements	Up is Better	99.30%	98.70%	95%	39%	92%	96%	96%	80.40%	Unmet	At the time of FY2022 1st Quarter [Oct-Nov-Dec], the estimation did not include the competency of ISO units because there was no clear definition in place to determine competencies of DFS-FSL and DFS-CSS scientists.

Key Performance Indicators (continued)

Measure	Directionality	FY 2020	FY 2021	FY 2022 Target	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022	Was 2022 KPI Met?	Explanation of Unmet KPI
Percent of FOIA responses returned on time (15 business days)	Up is Better	100%	97.40%	100%	100%	100%	100%	67%	92%	Nearly Met	Our FOIA officer left and it took a few weeks to have the new FOIA officer trained. During that time, we requested and received extensions from all FOIA requests. However, they were not completed in 15 business days during this time. They were not late because an extension was received.
Percent of all drugs will be transferred to Evidence Control Branch (ECB) within 30 days after all forensic testing is completed	Up is Better	100%	98.40%	90%	71%	100%	90%	100%	88.40%	Nearly Met	Staffing shortages impacted unit's ability to complete drug transfers within the 30 day window after completion of testing
Percent of high priority biological terrorism and chemical terrorism samples analyzed and reported within 24 hours	Up is Better	100%	100%	90%	No applicable incidents	100%	100%	100%	100%	Met	
Percent of safety incident reports submitted to DFS Safety Officer within two (2) business days	Up is Better	100%	100%	100%	No applicable incidents	No applicable incidents	100%	100%	100%	Met	

Workload Measures

Measure	FY 2020	FY 2021	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022
Number of stakeholder complaints received	1	0	No applicable incidents	No applicable incidents	No applicable incidents	0	0

Workload Measures (continued)

Measure	FY 2020	FY 2021	FY 2022 Q1	FY 2022 Q2	FY 2022 Q3	FY 2022 Q4	FY 2022
Number of MOA/MOUs the agency enters into with other agencies	8	21	13	4	4	4	12
Number of internal audits	12	17	No applicable incidents	No applicable incidents	9	0	9
Number of validation efforts performed	24	31	Annual Measure	Annual Measure	Annual Measure	Annual Measure	19
Number of employees on-boarded	25	50	8	3	9	20	32
Number of safety incidents reported	27	15	No applicable incidents	No applicable incidents	2	1	3
Number of FOIA requests received	34	37	10	4	5	6	15
Number of Proficiency Tests performed	62	86	26	22	80	17	119
Number of Quality Corrective Action Requests opened	74	93	4	4	41	7	52
Number of CODIS database hits	260	185	12	13	6	23	42
Number of requisitions submitted into PASS	296	283	114	57	58	114	229
Number of CODIS database entries	770	402	No applicable incidents	No applicable incidents	No applicable incidents	0	0
Number of discovery requests received	964	439	83	153	127	118	398
Number of AFIS database hits	1828	931	140	195	98	168	461
Number of IT service requests received	2013	1348	407	336	235	368	939
Number of service requests from stakeholders	4387	4037	952	3662	756	701	5119
Number of training hours completed by employees	4440	4790	1346.8	884.5	874.4	1711.9	3470.8
Number of crime scenes processed	6194	6005	312	1088	1792	1659	4539
Number of AFIS database entries	7990	3847	274	344	306	378	Needs Data Update
Number of items processed in Evidence-processing unit	16,527	6090	No applicable incidents	No data available	No data available	No data available	No data available
Number of evidence items received	83,529	74,902	15,375	11,897	11,213	17,413	55,898
Number of tests performed for each recieved public health sample	85,377	229,770	11,829	36,414	21,952	21,571	79,937
Number of Gigabytes of data processed	123,331	101,307	15,565	No data available	No data available	No data available	No data available

Department of Forensic Sciences FY2023

Agency Department of Forensic Sciences

Agency Code FRO

Fiscal Year 2023

Mission The mission of the Department of Forensic Sciences (DFS) is to produce high quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices, unbiased science, and transparency with the overall goal of enhancing public health and safety.

Strategic Objectives

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

Key Performance Indicators (KPIs)

Measure	Directionality	FY 2020 Actual	FY 2021 Actual	FY 2022 Target	FY2022 Actual	FY 2023 Target
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 (13 Measure records)						
Percent of crime scenes responded to within 30 minutes	Up is Better	87.3%	84.9%	90%	80.6%	90%
Percent of Crime Scene Reports completed within 14 calendar days	Up is Better	95.9%	89.6%	95%	83%	95%
Percent of all firearms will be transferred to the Evidence Control Branch (ECB) within 21 days after all forensic tests are completed	Up is Better	98%	96.6%	90%	96.7%	90%
Percent of high priority biological terrorism and chemical terrorism samples analyzed and reported within 24 hours	Up is Better	100%	100%	90%	100%	90%
Percent of OCME samples ordered in microbiology will be tested and reported within 12 business days of receipt in the laboratory	Up is Better	98.9%	87.4%	90%	96.3%	90%
Percent of Core Laboratory Response Network for Chemical Threats (LRN-C) methods within the Clinical Toxicology Unit (CTU) that are evaluated as competent by the Centers for Disease Control and Prevention (CDC) LRN-C Program (competence is defined as successful score of >80% in two-out-of-three testing events, per method)	Up is Better	90.9%	75%	80%	100%	80%
Percent of all rabies STAT specimen with human exposure are tested and reported to the Zoonotic Disease Epidemiologist within 24 hours or 1 business day of receipt in the laboratory	Up is Better	96.6%	100%	95%	100%	95%
Percent of samples ordered in molecular diagnostics will be tested and reported within 72 hours or three (3) business days of receipt in the laboratory	Up is Better	98.7%	97.9%	90%	99.8%	90%
Percent of all jewelry received will be transferred to Evidence Control Branch (ECB) within 14 days	Up is Better	97.9%	98.6%	90%	100%	90%
Percent of all drugs will be transferred to Evidence Control Branch (ECB) within 30 days after all forensic testing is completed	Up is Better	100%	98.4%	90%	88.4%	90%
Percent of cases received in the Forensic Chemistry Unit will be tested and reported within 60 days of receipt in the laboratory	Up is Better	98%	99.1%	90%	96.3%	90%

Measure	Directionality	FY 2020 Actual	FY 2021 Actual	FY 2022 Target	FY2022 Actual	FY 2023 Target
Percent of homicide cases completed in less than 60 days	Up is Better	New in 2023	New in 2023	New in 2023	New in 2023	New in 2023
Percent of priority cases completed in less than 60 days	Up is Better	New in 2023	New in 2023	New in 2023	New in 2023	New in 2023
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 Measure records)						
Percent of scientists meeting technical competency requirements	Up is Better	99.3%	98.7%	95%	80.4%	95%
Percent of safety incident reports submitted to DFS Safety Officer within two (2) business days	Up is Better	100%	100%	100%	100%	100%
Percent of QCAR situation and root cause analysis sections completed within 30 business days	Up is Better	78.4%	65.5%	100%	26.4%	100%
Percent of FOIA responses returned on time (15 business days)	Up is Better	100%	97.4%	100%	92%	100%

Operations

Operations Title	Operations Description	Type 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 (4 Activity records)		
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
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
Conduct professional and expedient crime scene responses, collection, and storage of evidence	The Crime Scene Sciences Division will serve as stewards of evidence by maintaining custody of evidence from collection to storage at DFS.	Daily Service
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
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 Activity records)		
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
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
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
3 - Create and maintain a highly efficient, transparent, and responsive District government (6 Activity records)		
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

Operations Title	Operations Description	Type of Operations
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
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
Education and Grief Counseling Services	Education and Grief Counseling Services	Daily Service
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
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

Workload Measures (WMs)

Measure	FY 2020 Actual	FY 2021 Actual	FY2022 Actual
1 - Conduct professional and expedient crime scene responses, collection, and storage of evidence (2 Measure records)			
Number of evidence items received	83,529	74,902	55,898
Number of crime scenes processed	6194	6005	4539
1 - Conduct timely forensic analysis (7 Measure records)			
Number of samples processed (Drug Analysis of Syringe Kits)	New in 2023	New in 2023	New in 2023
Number of samples processed (Syringe Surveillance)	New in 2023	New in 2023	New in 2023
Number of AFIS database hits	1828	931	461
Number of service requests from stakeholders	4387	4037	5119
Number of CODIS database entries	770	402	0
Number of AFIS database entries	7990	3847	1302
Number of CODIS database hits	260	185	42
1 - Provide timely testing of pathogens of public health significance (3 Measure records)			
Number of Proficiency Tests performed	62	86	119
Number of validation efforts performed	24	31	19
Number of tests performed for each recieved public health sample	85,377	229,770	79,937
2 - Monitor quality compliance with certification requirements (3 Measure records)			
Number of Quality Corrective Action Requests opened	74	93	52
Number of internal audits	12	17	9
Number of stakeholder complaints received	1	0	0
2 - Offer training curriculum for professional development (1 Measure)			
Number of training hours completed by employees	4440	4790	3470.8
2 - Oversee the laboratory environment is both safe and healthy for staff (1 Measure)			
Number of safety incidents reported	27	15	3

Measure	FY 2020 Actual	FY 2021 Actual	FY2022 Actual
3 - Efficiently procure vital services and resources (1 Measure)			
Number of requisitions submitted into PASS	296	283	229
3 - Ensures all IT systems and databases are operational and secure for scientists and agency personnel to deliver reports and services to stakeholders (1 Measure)			
Number of IT service requests received	2013	1348	939
3 - Provide legal advice to the agency and facilitate stakeholder engagement (3 Measure records)			
Number of discovery requests received	964	439	398
Number of FOIA requests received	34	37	15
Number of MOA/MOUs the agency enters into with other agencies	8	21	12
3 - Responsible for human capital management and recruitment for DFS and serves as liaison to external entities (1 Measure)			
Number of employees on-boarded	25	50	32

Strategic Initiatives

Strategic Initiative Title	Strategic Initiative Description	Proposed Completion Date
Education and Grief Counseling Services (1 Strategic Initiative)		
Communications/Outreach	As part of the agency's efforts to promote inclusion in scientific disciplines, DFS will complete and publish an augmented reality book for utilization during outreach activities to engage, inform, and inspire the community to consider exploring the various forensic and public health career paths performed at DFS.	09-30-2023
Monitor quality compliance with certification requirements (1 Strategic Initiative)		
Quality Management System	In the agency's pursuit of re-accreditation and improvement of the quality management system, the agency will increase its efforts in promoting transparency and accuracy with the development of an online portal for sharing of documentation with stakeholders while also establishing a portal specific to the public to review documents relative to the agency's quality assurance protocols.	09-30-2023
Offer training curriculum for professional development (2 Strategic Initiative records)		
Training and Development	With the agency's \$600,000 budget enhancement in training funds for Fiscal Year 2023, the agency will continue to monitor and track the number of trainings, number of staff trained, and the various training opportunities incorporated to help enhance and improve employee knowledge, skills, and abilities within the various disciplines performed within the agency.	09-30-2023
Training and Development	In the agency's pursuit of re-accreditation, the agency will develop a training program dedicated to courtroom testimony that includes a collaborative component with prosecutors and defense attorneys.	09-30-2023
Responsible for human capital management and recruitment for DFS and serves as liaison to external entities (2 Strategic Initiative records)		
Recruitment	To ensure timely critical forensic and public health services to the residents of the District of Columbia, the agency will increase staffing levels by driving down the vacancy rate through recruitment efforts that effectively attract highly skilled talent and incorporate retention efforts that focuses on maintaining employee longevity.	09-30-2023
Recruitment	In the agency's efforts to grow its cohort, the agency will seek out partnerships with local universities to inform and recruit rising professionals of the work and opportunities available with DFS to help expand a pool of skilled talent for wider recruitment selection as job opportunities become available.	09-30-2023







1010001 Total

4040002 PRIVATE GRANT FUND

4040002 Total

FRO Total

HCO

4020002 FEDERAL GRANTS



4020002 Total

HCO Total

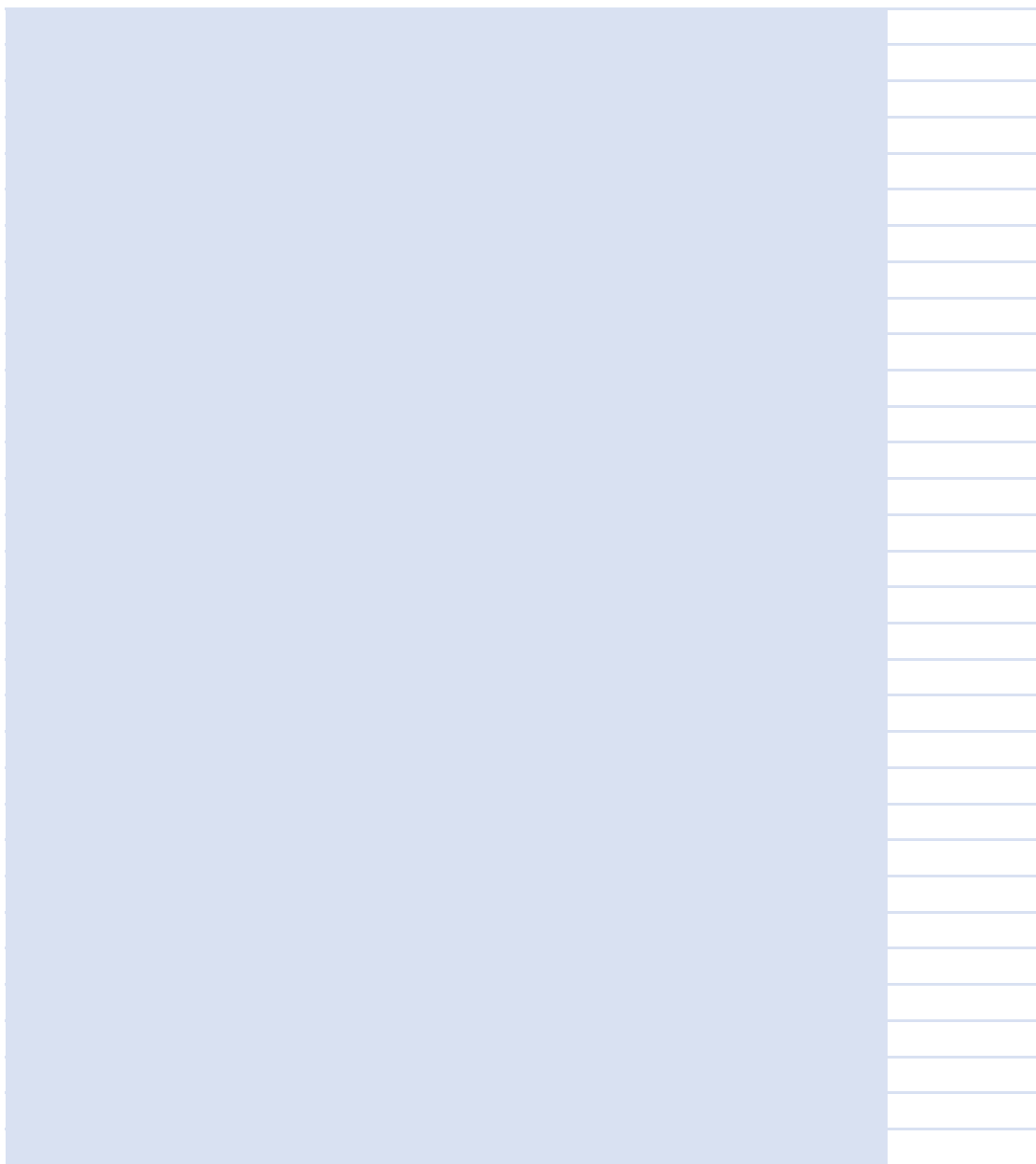
Grand Total

Program Desc	Program
VICTIM SERVICES GRANTS	800144
VICTIM SERVICES GRANTS Total	
AGENCY BUDGETING AND FINANCIAL MANAGEMENT SERVICES	150003
AGENCY BUDGETING AND FINANCIAL MANAGEMENT SERVICES Total	
COMMUNICATIONS - GENERAL	100003
COMMUNICATIONS - GENERAL Total	
CRIME SCENE SCIENCES SERVICES	800147

CRIME SCENE SCIENCES SERVICES Total	
FORENSIC SCIENCE LABORATORY ADMINISTRATION	800148
FORENSIC SCIENCE LABORATORY ADMINISTRATION Total	
FORENSIC SCIENCE LABORATORY SERVICES	800149

FORENSIC SCIENCE LABORATORY SERVICES Total	
HUMAN RESOURCE SERVICES - GENERAL	100058
HUMAN RESOURCE SERVICES - GENERAL Total	
INFORMATION TECHNOLOGY SERVICES - GENERAL	100071
INFORMATION TECHNOLOGY SERVICES - GENERAL Total	
LEGAL SERVICES - GENERAL	100092
LEGAL SERVICES - GENERAL Total	
PERFORMANCE AND STRATEGIC MANAGEMENT	100154
PERFORMANCE AND STRATEGIC MANAGEMENT Total	
PUBLIC HEALTH LABORATORY ADMINISTRATION	800150
PUBLIC HEALTH LABORATORY ADMINISTRATION Total	
PUBLIC HEALTH LABORATORY SERVICES	800151

PUBLIC HEALTH LABORATORY SERVICES Total	
TRAINING AND DEVELOPMENT - GENERAL	100148
TRAINING AND DEVELOPMENT - GENERAL Total	
PAYROLL DEFAULT	150011
PAYROLL DEFAULT Total	
PUBLIC HEALTH LABORATORY SERVICES	800151
PUBLIC HEALTH LABORATORY SERVICES Total	
BIRTH AND DEATH RECORD COLLECTION, PROCESSING, ANALYZING AND DISSE	700054

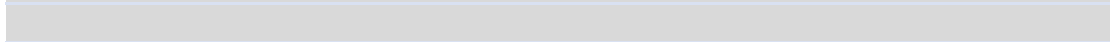


BIRTH AND DEATH RECORD COLLECTION, PROCESSING, ANALYZING AND DISSEMINATION

EPIDEMIOLOGIC STUDIES AND OUTBREAK INVESTIGATION

700051

EPIDEMIOLOGIC STUDIES AND OUTBREAK INVESTIGATION Total



CostCenter Desc	CostCenter
0	80185
BUDGET DIVISION	10001
EXECUTIVE ADMINISTRATIVE OFFICE - FRO	80196
CRIME SCENE SCIENCES SERVICES OFFICE	80195

CRIME SCENE SCIENCES DIRECTOR'S OFFICE

80194

FORENSIC LABORATORY DIRECTOR'S OFFICE

80202

FORENSIC LABORATORY OFFICE

80203

HUMAN RESOURCES UNIT - FRO

80208

COMMUNICATION'S TEAM

80200

GENERAL COUNSEL'S OFFICE - FRO

80199

PERFORMANCE MANAGEMENT TEAM

80201

PUBLIC HEALTH LABORATORY DIRECTOR'S OFFICE

80209

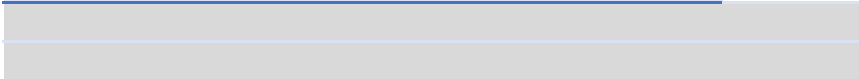
PUBLIC HEALTH LABORATORY OFFICE

80210

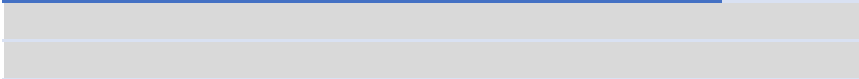


TRAINING TEAM 80204

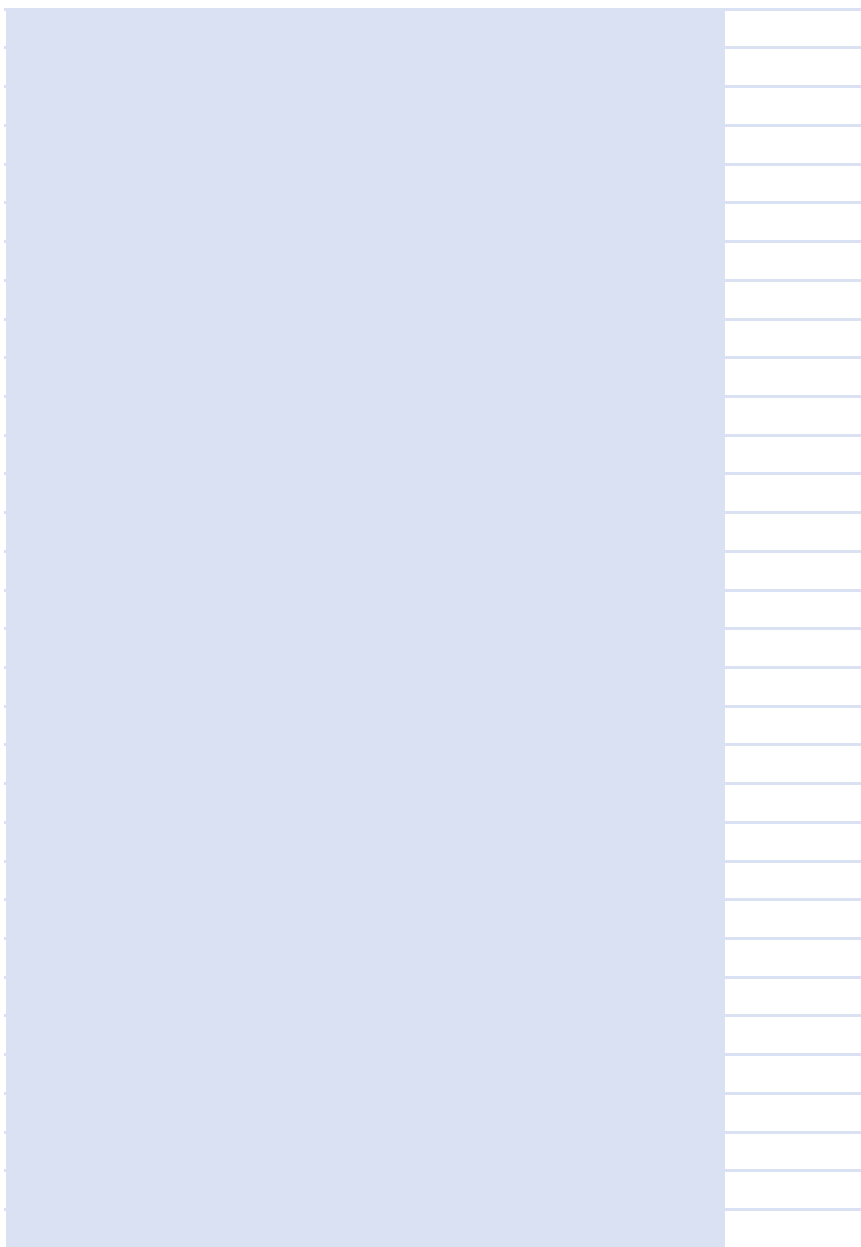
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PUBLIC HEALTH LABORATORY OFFICE 80210

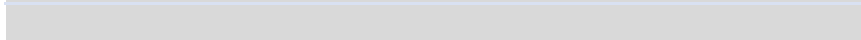
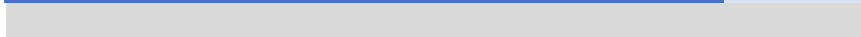
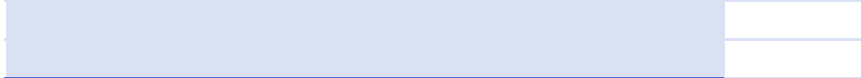


0 70049



Total

0 70054



Title	Position Num	Name	Emplid
Forensic Science Technician (F	00097168	McGhee,Taiylor	00125957
Forensic Scientist (DNA)	00085494	Hare,Tamika	00117695
Forensic Scientist (II)	00087975	Lobasso,Thomas J.	00109766
Forensic Scientist II	00082722	McNeil,Kamedra D	00080037
Forensic Scientist II	00082723		(blank)
AGENCY FISCAL OFFICER	00090760	Cornelius,Sabrena S	00114223
BUDGET ANALYST	00087612		(blank)
Community Outreach Specialist	00078047		(blank)
Public Information Officer	00048135	Harris,Jameel E	00111764
Staff Assistant	00082816	Hazelton,Veronda Lornetta	00101476
Supervisory IT Specialist	00077631	Sabatelli,Andrew	00043297
Biological Science Laboratory	00045091	Park,Angela J	00116436
Central Evidence Specialist	00042603	Whittington,Sheila	00022251
Central Evidence Specialist	00077630	Norris,Jeanete' R.	00093282
Central Evidence Specialist	00082814	McDowney,LaToya	00037490
Central Evidence Specialist	00087971	Butler,Ebony M	00030655
Central Evidence Specialist	00087972	McCraw,Richard	00092852
Central Evidence Specialist	00087973	Everett,Kimberly M	00019216
Central Evidence Specialist	00088263	Tarte,Melissa	00093828
Central Evidence Unit Supervis	00002210	Pettus,Natasha D	00026802
Crime Scene Analyst	00019070	Lancaster,Adrian L	00004435
Crime Scene Analyst	00045088	Younger,Nakisha J	00037477
Crime Scene Analyst	00070761	Hinkle,Jamal	00095791
Crime Scene Analyst	00083071	Mitchell,Dwayne R	00022937
Crime Scene Analyst	00087924	Kimvilakani,Andre M	00004404
Crime Scene Analyst	00088258	Carney,Darel Lamar	00066881
Crime Scene Analyst	00088261	Jones,Rashid M	00019070
Crime Scene Analyst	00088289	Shymansky Jr.,Edward L	00006526
Crime Scene Sciences Manager	00082610	Price,Erin M	00055506
Crime Scene Sciences Superviso	00077619	Greenwalt,Grant L	00013800
Executive Assistant	00077627	Gray-DeSilva,Rita	00126492
Fleet and Logistics Manager	00087626	Starner,Joseph	00089809
Fleet Services Coordinator	00090868	Heard,Trevor	00093838
Forensic Scientist (Crime Scen	00010573	Williams,Nathan	00119547
Forensic Scientist (Crime Scen	00011046	Patton,Precious R	00102458
Forensic Scientist (Crime Scen	00045076	Dibble,Breanna	00125087
Forensic Scientist (Crime Scen	00077618	Bischof,Samantha D	00078119
Forensic Scientist (Crime Scen	00077620		(blank)
Forensic Scientist (Crime Scen	00077621	Farnsworth,Rachel	00102459

Forensic Scientist (Crime Scen	00077622	Mentore,Kaywe	00078118
Forensic Scientist (Crime Scen	00077623	Keisling,Matthew	00095487
Forensic Scientist (Crime Scen	00077626	St. Amand,Sebastian Michael	00090166
Forensic Scientist (Crime Scen	00077628	Concepcion Jr.,Michael Carlos	00124752
Forensic Scientist (Crime Scen	00077632		00107935
Forensic Scientist (Crime Scen	00077635	Roundtree,Stacy LaShea	00029873
Forensic Scientist (Crime Scen	00082645		(blank)
Forensic Scientist (Crime Scen	00082813	Sylvester,Ninotchka E	00056810
Forensic Scientist (Crime Scen	00082815	Falodun,Leonard	00095739
Forensic Scientist (Crime Scen	00083074	Johnson,Brianna	00125633
Forensic Scientist (Crime Scen	00083092	Bist,Vaibhav	00102279
Forensic Scientist (Crime Scen	00088248	Cephas,Paige Q	00124753
Forensic Scientist (Crime Scen	00088249	Hartsock,Elyssa	00089946
Forensic Scientist (Crime Scen	00088250	Johnson,Miana	00127034
Forensic Scientist (Crime Scen	00088252	Brokaw,Barry	00090447
Forensic Scientist (Crime Scen	00088253	Fields III,James A	00026005
Forensic Scientist (Crime Scen	00088254	Langford,Rodney J	00008709
Forensic Scientist (Crime Scen	00088257	Petty,Erika	00090452
Forensic Scientist (Crime Scen	00088259	Daniels,Erin	00072243
Forensic Scientist (Crime Scen	00088260	Yandura,Danielle	00087544
Forensic Scientist (Crime Scen	00088262	Carter,Artisha	00125628
Forensic Scientist (Crime Scen	00088266		(blank)
Forensic Scientist (Crime Scen	00088268	Wahl,Kelly A	00119302
Forensic Scientist (Crime Scen	00088284		(blank)
Forensic Scientist (Crime Scen	00088285	Benner,Stephanie Frances	00078253
Forensic Scientist (Crime Scen	00090878	Vann,Danielle	00090545
Forensic Scientist (Crime Scen	00090880	Sloan,William J	00100305
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Forensic Scientist (Crime Scen	00090891	Rojas,Janice	00095493
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Forensic Scientist (Crime Scen	00090894	Barnes,Takarah	00091910
Forensic Scientist (Crime Scen	00090895	Ayala,Guadalupe	00090485
Forensic Scientist (Crime Scen	00090896	Schuster,Rosemarie	00095482
Forensic Scientist (Crime Scen	00090898	Thompson,Imani M.	00085511
Forensic Scientist (Crime Scen	00090899	Wilson,Reginald	00091589
Forensic Scientist III	00088265	Everett,Shane	00097050
Forensic Scientist III	00088267	Strong,Leother M	00017549
Forensic Scientist III	00088286	Hansohn II,Edward C	00008225
Forensic Scientist III	00088287	Mendez,Amanda	00093312
Forensic Scientist Shift Super	00077625	Hooe,Sara	00091349
Forensic Scientist Shift Super	00082809	Allie,John C	00011809
Forensic Scientist Shift Super	00087608	Tuller,John S	00101795
Forensic Scientist Shift Super	00087611	Holder,James R	00005782
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Forensic Scientist Shift Super	00090876	Slaughter,Keith D	00006620
Special Assistant	00088256	Barbee,Andria L	00018978
Associate Director, Crime Scen	00077070	Wheeler-Moore,Alesia	00022917
Forensic Scientist (Crime Scen	00026627	Carpenter,Shyanne	00124754
Forensic Scientist (Crime Scen	00087642		(blank)
Staff Assistant	00102533	Shokunbi,Olushola	00122764
Laboratory Director	00032361		(blank)
Central Evidence Specialist	00088264	Tracey III,Charles D	00107267
Deputy Forensic Science Labora	00077629	Newsham,Krystyna H	00030719
Forensic Evidence Analyst	00076752	Perkins,LaShon	00099283
Forensic Intelligence Analyst	00029188	Garcia Rendon,Simone N	00110101
Forensic Intelligence Analyst	00087925	Coppes,Allison M	00104924
Forensic Intelligence Analyst	00088271	Mastrovito,Christine D.	00043985
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Forensic Science Technician (C	00086153	Taylor,Samira	00114415
Forensic Scientist (Digital Ev	00077616		(blank)
Forensic Scientist (DNA)	00083073		(blank)
Forensic Scientist (DNA)	00083075	Strelka,Emily Griffith	00107274
Forensic Scientist (Fingerprin	00005200	Lewis,Lisa R	00005258
Forensic Scientist (Fingerprin	00010968		(blank)
Forensic Scientist (Fingerprin	00012474	Peters,Christina	00089182
Forensic Scientist (Fingerprin	00012503		(blank)
Forensic Scientist (Fingerprin	00025420		(blank)
Forensic Scientist (Fingerprin	00026615	Graves,Gloria V	00027017
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Forensic Scientist (Firearms &	00083096		(blank)
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Forensic Scientist III (DNA Ex	00004390	Green,Wendy	00090308
Forensic Scientist III (DNA Ex	00029182	Himrod,Jennifer L	00085741
Forensic Scientist III (DNA Ex	00032425	Williams,Candice M	00028789
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Forensic Scientist III (DNA Ex	00082817	Curtis,Daniel Sterling	00080994
Forensic Scientist III (DNA Ex	00088270	Ciacco,Samantha D.	00079925
Forensic Scientist Manager (DN	00042612	Ferragut,Julie Marie	00078271
Forensic Scientist Manager (La	00019830	Rountree,Angelic	00095506
Forensic Scientist Technical L	00029190		(blank)
Forensic Scientist Technical L	00091354		(blank)
Forensic Scientist Technical L	00091355	Jaw,Clark	00113717
Human Resources Specialist	00004918	Jones,Erica	00124265
Lead Forensic Scientist (DNA)	00042613	MacBean,Laura A	00035222
Lead Forensic Scientist (Finge	00009995		(blank)
Special Assistant	00097064	Smith,Eric A	00066346
Staff Assistant	00016805		(blank)

Human Resources Officer	00104540	Hall, Quiyana	00064299
Human Resources Specialist	00040882	Featherstone, Candace C	00014936
Human Resources Specialist	00077597	Butler, Carla	00025709
Human Resources Specialist	00082589	Heard, Ramia	00080510
Human Resources Specialist	00082810	Moore, Renita	00095579
Human Resources Specialist	00088283	Generette, Renee	00031383
Chief Information Officer	00010870	Fontenot, Thomas J	00014166
INFO TECH SPEC NETWORK	00082609	Salbukou, Uladimir	00095743
INFO TECH SPEC NETWORK	00090864	Alexander III, Harry J.	00108936
INFO. TECH. SPECIALIST	00082812	Woodland Jr., Stephon R	00102913
Information Technology Spec.	00094841	Brown, Marvin C.	00102329
Strategic Plan & Perform Ofcr	00008767	Passley-Ojikutu, Jacqueline	00099670
Attorney Advisor	00008729		
Attorney Advisor	00082153	Coll, Rachel	00093291
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Human Resources Specialist	00028702	Hatchett, Yukiea	00124266
Paralegal Specialist	00088319	Hall, Shannon P	00061811
Supervisory Attorney Advisor	00104323	Hoffman, Hillary E	00035680
Chief of Staff	00091980	Cramer, Brandy S	00031679
Chief Operating Officer	00077073	Brumley, Gretchen	00080509
Executive Assistant	00077071		(blank)
Human Resources Specialist	00087617		(blank)
Interim Director	00044562	Crispino, Anthony D	00000034
IT Specialist	00022990	Johnson, Renee Gordon	00023150
Laboratory Director	00077076		(blank)
Management and Program Analyst	00077075	Middleton, Shawntia D	00039457
Management and Program Analyst	00100350	Burke, Curtis	00089474
Operations Program Manager	00029191	McMullen, Patricia R	00072247
Quality Assurance Specialist	00032426	Feko, Mahkaping	00098275
Quality Assurance Specialist	00036410	Akanegbu, Carrol S	00013355
Quality Assurance Specialist	00045829	Taye, Berihun A	00107640
Senior Deputy Director	00047077		(blank)
Supervisory Quality Assurance	00077074		(blank)
Clerical Assistant (OA)	00046468		(blank)
Public Health Laboratory Direc	00012406	Hauser, Jocelyn	00115608
Special Assistant	00077889	Harmon, Kimary	00043145
Supervisory Chemist	00082811		(blank)
Biological Science Laboratory	00088288		(blank)
Chemist	00007795	Jackson, Olin T	00072178
Chemist	00020554	Stallworth, Ashley	00116832
Chemist	00036632	Taylor, Glen E	00009151

Chemist	00090887		(blank)
Chemist	00092193	Mennella,Allie	00120138
Chemist	00093542	Nguyen, Lucy Nhi	00116834
Chemist	00093543	Kent, Kelsey DeWitt	00122765
Executive Assistant	00092194	DANIEL, CANDICE	00116748
Forensic Scientist Supervisor	00015878	Raj, Pushker	00099647
Forensic Scientist Supervisor	00035581		(blank)
Medical Technologist	00009778	Mann, Monica Fabiana	00115010
Medical Technologist	00035425	Merid, Sosina	00038281
Medical Technologist	00039865	Blackwell, Reginald G	00033306
Medical Technologist	00046344	Valdes, Fernando	00123519
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Medical Technologist	00075332	Weeden, Cleveland N	00025870
Medical Technologist	00077617		(blank)
Medical Technologist	00102404		(blank)
Safety & Occup. Hlth. Manager	00029189	Jennings, Dale Tyree	00115611
Supervisory Chemist	00035582	Jacob, Justin Thomas	00113028
Supervisory Chemist (Forensic)	00085449	Leach, Samantha M.	00078269
Supervisory Health Systems Spe	00077077		(blank)
Supervisory Medical Technologi	00099914	Adjei, Michael	00113027
Supervisory Microbiologist	00077634		(blank)
Training Specialist	00088282	Toshkoff, Rachel	00100619
Quality Assurance Specialist	00082808	Milligan, Stephen	00090457
Supvy Instruct. Systems Spec.	00087614		(blank)
Training Specialist	00091357		(blank)
Special Assistant	00088251		(blank)
Safety & Occupational Health M	00035426		(blank)
Safety & Occupational Health M	00102540		(blank)
Biological Science Laboratory	00101806	Lugo, Richard D	00116879
Grants Management Specialist	00101823		(blank)
Medical Technologist	00100360	Batista, Maria	00113718
Medical Technologist	00100361		(blank)
Medical Technologist	00100362	Yohannes, Hadish	00117312
Medical Technologist	00100363	Flint, Phillip	00121894
Medical Technologist	00100364	Parajuli, Swopnil	00117083
Medical Technologist	00100365	Branscomb, Yasmin	00115898
Supervisory Medical Technologi	00100403		(blank)
Biological Science Laboratory	00102099		(blank)
Biological Science Laboratory	00102338		(blank)
Biological Science Laboratory	00102339	Laprea Romero, Sara	00115909

Biological Science Laboratory	00102340	Taylor,Ashley F	00117047
Biological Science Laboratory	00102341		(blank)
Biological Sciences Laboratory	00103088	Walker,Tanisha	00114448
Deputy Public Health Laborator	00102332	Payne,David	00122292
Forensic Scientist Supervisor	00103089	Vaughn,Eric	00119732
Health Technician	00102343	Brew,Jekiera R	00116089
Health Technician	00102344		(blank)
Health Technician	00102345		(blank)
Information Technology Special	00102872	Berry Jr.,William J	00118117
Information Technology Special	00102885	Tolliver,Michael	00116831
Laboratory & Epidemiology Coor	00094732	Tran,Kristine	00119155
Laboratory Interoperability Te	00102796	Morris,Katherine	00097777
Management and Program Analyst	00102349	Ogola,Jillian	00116079
Medical Technician (Laboratory)	00103290	Hajjami,Amal	00115900
Medical Technologist	00026603		(blank)
Medical Technologist	00092026		(blank)
Medical Technologist	00092028	Roberts,Jamal Langford	00118630
Medical Technologist	00096992	Patel,Kajal	00117455
Medical Technologist	00102322	Annobil,Paa	00124263
Medical Technologist	00102324	Williams,Channyn	00115865
Medical Technologist	00102326	Hagos,Tesfagebriel	00124751
Medical Technologist	00102328	Pena Cabello,Andrea	00124264
Medical Technologist	00102329	Harvin,Isabel	00115899
Medical Technologist	00102330	Clark,Hannah Jean	00116512
Medical Technologist	00102331		(blank)
Medical Technologist	00106971	Doss,Janis Hansell	00123060
Quality Assurance Specialist	00102336	Adhikari,Lokesh K.	00117451
Staff Assistant	00102351	Burke,Yolanda E	00083115
Supervisory Clinical Laborator	00102350	Edwards,Denise	00097052
Supervisory Clinical Laborator	00102698	Zelaya,Elizabeth	00097789
Supervisory Clinical Laborator	00102867	Tekle,Dereje	00117452
Training Specialist	00102335	McCarthy,Damian	00116510
Chemist	00102915	Evans,Alexandra	00116972
Chemist	00102916	Frank,Gabriela	00117456
Chemist	00102917	Jones,Bailey	00122291

Grade	Step	acant Statu	ProjectID Desc	Values FTE
9	3	F	FO0.OVSDFS.I/D BETWEEN OVSJG AND DFS	1
9	4	F	FO0.OVSDFS.I/D BETWEEN OVSJG AND DFS	1
12	6	F	FO0.OVSDFS.I/D BETWEEN OVSJG AND DFS	1
12	3	F	FO0.OVSDFS.I/D BETWEEN OVSJG AND DFS	1
12	1	V	FO0.OVSDFS.I/D BETWEEN OVSJG AND DFS	1
				5
				5
				5
14	7	F		1
12	1	V		1
				2
12	1	V		1
14	1	F		1
9	6	F		1
14	1	F		1
				4
9	2	F		1
11	7	F		1
11	1	F		1
11	5	F		1
11	5	F		1
11	1	F		1
11	4	F		1
11	2	F		1
13	1	F		1
12	5	F		1
9	10	F		1
11	2	F		1
12	5	F		1
12	6	F		1
12	3	F		1
11	3	F		1
13	6	F		1
14	1	F		1
14	1	F		1
12	5	F		1
13	1	F		1
11	7	F		1
9	5	F		1
12	4	F		1
11	3	F		1
12	5	F		1
12	1	V		1
12	4	F		1

12	6	F	1
12	6	F	1
13	5	F	1
9	4	F	1
11	2	V	1
12	6	F	1
12	1	V	1
12	5	F	1
11	4	F	1
9	4	F	1
12	4	F	1
9	4	F	1
12	4	F	1
9	4	F	1
12	4	F	1
12	6	F	1
12	7	F	1
12	4	F	1
12	5	F	1
12	4	F	1
11	3	F	1
12	1	V	1
11	2	F	1
12	1	V	1
12	5	F	1
12	5	F	1
12	5	F	1
12	6	F	1
12	1	V	1
9	1	V	1
12	4	F	1
9	3	F	1
12	4	F	1
12	4	F	1
12	4	F	1
12	4	F	1
12	4	F	1
12	4	F	1
12	4	F	1
13	5	F	1
13	5	F	1
13	6	F	1
13	5	F	1
13	1	F	1
13	1	F	1
13	1	F	1
13	1	F	1
13	1	V	1

13	1	F	1
13	2	F	1
15	1	F	1
9	4	F	1
9	1	V	1
9	1	F	1
			81
15	1	V	1
			1
11	1	F	1
14	1	F	1
12	5	F	1
13	5	F	1
11	2	F	1
13	7	F	1
13	1	V	1
9	1	F	1
9	1	V	1
9	8	V	1
9	5	F	1
13	8	F	1
13	1	V	1
13	6	F	1
13	1	V	1
13	7	V	1
13	10	F	1
13	1	V	1
9	1	V	1
11	1	V	1
12	1	V	1
13	4	F	1
13	7	F	1
13	9	F	1
13	1	V	1
13	10	F	1
13	5	F	1
13	3	F	1
14	1	F	1
14	1	F	1
14	1	V	1
14	1	V	1
14	8	F	1
11	2	F	1
14	8	F	1
14	1	V	1
13	4	F	1
11	1	V	1

			38
15	1	F	1
13	10	F	1
12	6	F	1
13	5	F	1
13	3	F	1
13	4	F	1
			6
15	1	F	1
13	5	F	1
13	5	F	1
11	4	F	1
9	5	F	1
15	1	F	1
			6
13	4	V	1
13	5	F	1
13	1	V	1
11	1	F	1
12	4	F	1
1	1	F	1
			6
15	1	F	1
15	1	F	1
13	1	V	1
12	1	V	1
E5	1	F	1
12	9	F	1
15	1	V	1
11	2	F	1
12	2	F	1
13	1	F	1
13	10	F	1
13	8	F	1
13	9	F	1
9	1	V	1
14	1	V	1
			15
7	1	V	1
15	1	F	1
12	1	F	1
13	1	V	1
			4
11	1	V	1
12	6	F	1
11	2	F	1
12	7	F	1

11	1	V		1
9	4	F		1
13	1	F		1
11	1	F		1
13	3	F		1
14	1	F		1
14	1	V		1
11	5	F		1
12	6	F		1
12	6	F		1
11	4	F		1
12	1	V		1
12	9	F		1
12	1	V		1
11	1	V		1
13	1	F		1
14	1	F		1
13	1	F		1
13	1	V		1
13	1	F		1
14	1	V		1
11	7	F		1
				26
13	4	F		1
14	1	V		1
12	1	V		1
				3
14	1	V		1
13	1	V		1
13	1	V		1
				3
				195
9	3	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
12	1	V	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
11	3	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
11	1	V	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
11	5	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
9	1	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
9	2	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
9	1	F	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
13	1	V	FR0.BIO20F.PUBLIC HEALTH BIOWATCH PROGRAM	1
				9
				9
				204
9	1	V	HCO.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	1	V	HCO.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	3	F	HCO.ELCHC.DOH CORE ELC PROJECT WITH DFS	1

11	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
14	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
13	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
7	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
7	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
7	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	9	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	5	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	5	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
11	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	1	V	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	2	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
13	4	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
9	3	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
13	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
13	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
13	1	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
12	5	F	HC0.ELCHC.DOH CORE ELC PROJECT WITH DFS	1
				35
12	1	F	HC0.PLODAG.OPIOD BETWEEN DFS AND DOH	1
9	5	F	HC0.PLODAG.OPIOD BETWEEN DFS AND DOH	1
9	1	F	HC0.PLODAG.OPIOD BETWEEN DFS AND DOH	1
				3
				38
				38

Salary	Fringe 21.5%	Total Salary
62,334	13,402	75,736
64,206	13,804	78,010
100,900	21,694	122,594
92,764	19,944	112,708
87,339	18,778	106,117
407,543	87,622	495,165
407,543	87,622	495,165
407,543	87,622	495,165
141,801	30,487	172,288
87,344	18,779	106,123
229,145	49,266	278,411
87,339	18,778	106,117
109,999	23,650	133,649
67,949	14,609	82,558
148,639	31,957	180,596
402,616	86,562	489,178
67,955	14,610	82,565
84,202	18,103	102,305
70,592	15,177	85,769
79,665	17,128	96,793
79,665	17,128	96,793
70,592	15,177	85,769
77,397	16,640	94,037
72,860	15,665	88,525
116,069	24,955	141,024
98,188	21,110	119,298
75,436	16,219	91,655
72,860	15,665	88,525
98,188	21,110	119,298
100,900	21,694	122,594
92,764	19,944	112,708
75,128	16,153	91,281
116,764	25,104	141,868
128,125	27,547	155,672
150,519	32,362	182,880
90,805	19,523	110,328
116,363	25,018	141,380
84,202	18,103	102,305
66,078	14,207	80,285
95,476	20,527	116,003
75,128	16,153	91,281
98,188	21,110	119,298
87,339	18,778	106,117
95,476	20,527	116,003

Date employee began position
05/22/22
05/22/22
05/22/22
05/22/22
05/22/22
08/15/21
11/07/21
02/28/22
05/08/22
04/10/22
01/15/23
11/08/21
04/24/22
08/21/17
07/17/22
04/24/22
06/06/21
04/24/22
04/24/22
11/06/22
12/18/22
12/18/22
03/07/22
12/18/22
03/31/19
11/08/20
11/06/22
09/30/18
01/02/22
01/02/22
10/09/22
10/01/16
06/26/22
04/10/22
09/26/21
07/03/22
08/01/21
09/26/21
06/02/19

100,900	21,694	122,594	08/20/17
100,900	21,694	122,594	04/10/22
113,537	24,410	137,947	01/02/22
64,206	13,804	78,010	06/10/22
72,860	15,665	88,525	01/02/22
100,900	21,694	122,594	01/06/19
87,339	18,778	106,117	09/11/22
98,188	21,110	119,298	10/21/18
77,397	16,640	94,037	11/06/22
64,206	13,804	78,010	04/10/22
95,476	20,527	116,003	06/02/19
64,206	13,804	78,010	06/10/22
95,476	20,527	116,003	01/02/22
64,206	13,804	78,010	01/17/23
95,476	20,527	116,003	06/02/19
100,900	21,694	122,594	03/31/19
103,612	22,277	125,889	09/30/18
95,476	20,527	116,003	06/02/19
98,188	21,110	119,298	01/02/22
95,476	20,527	116,003	06/02/19
75,128	16,153	91,281	11/06/22
87,339	18,778	106,117	10/28/22
72,860	15,665	88,525	11/06/22
87,339	18,778	106,117	10/01/22
98,188	21,110	119,298	08/20/17
98,188	21,110	119,298	09/26/21
98,188	21,110	119,298	08/01/21
100,900	21,694	122,594	09/30/18
87,339	18,778	106,117	09/11/22
58,591	12,597	71,188	09/11/22
95,476	20,527	116,003	09/26/21
62,334	13,402	75,736	12/04/22
95,476	20,527	116,003	06/02/19
95,476	20,527	116,003	11/06/22
95,476	20,527	116,003	06/02/19
95,476	20,527	116,003	09/26/21
95,476	20,527	116,003	01/02/22
95,476	20,527	116,003	11/06/22
113,537	24,410	137,947	10/25/20
113,537	24,410	137,947	12/08/19
116,764	25,104	141,868	09/26/21
113,537	24,410	137,947	09/30/18
123,601	26,574	150,175	10/21/18
120,000	25,800	145,800	11/06/22
115,560	24,845	140,405	10/01/16
117,474	25,257	142,731	11/06/22
119,416	25,674	145,090	10/01/22

117,474	25,257	142,731	10/01/16
96,052	20,651	116,703	06/22/22
165,570	35,598	201,168	07/03/22
64,206	13,804	78,010	07/31/22
58,591	12,597	71,188	10/01/22
58,591	12,597	71,188	06/26/22
7,528,869	1,618,707	9,147,576	
152,435	32,773	185,208	02/14/22
152,435	32,773	185,208	
70,592	15,177	85,769	04/27/22
160,217	34,447	194,663	10/23/22
98,188	21,110	119,298	10/09/22
113,537	24,410	137,947	02/27/22
72,860	15,665	88,525	02/27/22
119,991	25,798	145,789	02/27/22
100,630	21,635	122,265	08/29/21
58,591	12,597	71,188	09/10/22
54,183	11,649	65,832	01/05/22
71,693	15,414	87,107	05/22/22
66,078	14,207	80,285	05/22/22
123,217	26,492	149,709	11/25/18
100,630	21,635	122,265	01/27/19
116,764	25,104	141,868	11/25/18
100,630	21,635	122,265	11/25/18
119,991	25,798	145,789	11/25/18
129,671	27,879	157,550	11/25/18
100,630	21,635	122,265	04/22/22
58,591	12,597	71,188	11/03/19
70,592	15,177	85,769	08/01/21
87,339	18,778	106,117	10/13/22
110,311	23,717	134,028	05/22/22
119,991	25,798	145,789	05/22/22
126,444	27,185	153,629	05/22/22
100,630	21,635	122,265	04/10/22
129,671	27,879	157,550	05/22/22
113,537	24,410	137,947	05/22/22
107,084	23,023	130,107	10/01/22
127,763	27,469	155,232	11/06/22
121,377	26,096	147,473	04/10/22
118,935	25,571	144,506	11/06/22
118,935	25,571	144,506	08/29/21
145,612	31,307	176,919	10/23/22
67,383	14,487	81,870	05/06/22
145,612	31,307	176,919	05/22/22
118,935	25,571	144,506	08/29/21
102,018	21,934	123,952	06/22/22
65,285	14,036	79,321	07/07/22

3,934,138	845,840	4,779,977	
176,032	37,847	213,879	08/17/21
119,916	25,782	145,698	10/03/21
93,311	20,062	113,373	09/26/21
105,001	22,575	127,576	10/31/21
99,035	21,293	120,328	11/28/21
102,018	21,934	123,952	10/03/21
695,313	149,492	844,806	
177,840	38,236	216,075	06/02/22
113,537	24,410	137,947	08/14/22
113,537	24,410	137,947	08/14/22
77,397	16,640	94,037	08/14/22
61,110	13,139	74,249	10/10/21
145,263	31,232	176,495	06/28/22
688,684	148,067	836,751	
119,890	25,776	145,666	03/16/22
123,522	26,557	150,079	08/01/21
108,996	23,434	132,430	07/03/22
65,285	14,036	79,321	05/06/22
88,300	18,985	107,285	08/01/21
188,510	40,530	229,039	05/19/22
694,503	149,318	843,821	
163,031	35,052	198,082	02/15/22
177,840	38,236	216,075	02/28/21
100,630	21,635	122,265	08/29/21
80,784	17,369	98,153	11/03/22
200,769	43,165	243,934	01/02/22
109,036	23,443	132,479	08/14/22
152,435	32,773	185,208	08/18/19
72,860	15,665	88,525	03/13/22
90,051	19,361	109,412	08/29/21
115,226	24,774	140,000	03/13/22
119,916	25,782	145,698	01/10/22
113,950	24,499	138,449	10/23/22
116,933	25,141	142,074	10/23/22
149,763	32,199	181,962	03/27/22
114,441	24,605	139,046	10/23/22
1,877,664	403,698	2,281,361	
48,500	10,428	58,928	10/01/16
158,733	34,128	192,861	11/20/22
88,299	18,984	107,284	02/27/22
119,416	25,674	145,090	08/09/22
414,949	89,214	504,162	
79,677	17,131	96,808	12/20/20
100,900	21,694	122,594	10/23/22
72,860	15,665	88,525	04/20/22
103,612	22,277	125,889	10/23/22

70,592	15,177	85,769	04/20/22
64,206	13,804	78,010	09/07/22
100,630	21,635	122,265	10/23/22
70,592	15,177	85,769	04/20/22
99,035	21,293	120,328	08/02/22
160,217	34,447	194,663	02/27/22
137,329	29,526	166,854	10/26/20
88,730	19,077	107,807	07/04/21
109,038	23,443	132,481	07/04/21
109,038	23,443	132,481	07/04/21
86,467	18,590	105,057	03/22/22
95,473	20,527	116,000	12/20/20
117,178	25,193	142,371	08/29/21
95,473	20,527	116,000	05/22/22
79,677	17,131	96,808	09/06/20
102,404	22,017	124,421	03/13/22
123,000	26,445	149,445	10/10/22
109,626	23,570	133,196	04/20/22
119,416	25,674	145,090	02/28/22
102,404	22,017	124,421	09/25/22
137,329	29,526	166,854	02/27/22
77,873	16,743	94,616	11/20/22
2,612,775	561,747	3,174,522	
102,018	21,933	123,951	12/06/21
137,329	29,526	166,854	10/24/21
80,784	17,369	98,153	12/18/22
311,182	66,904	378,086	
109,999	23,650	133,649	10/09/22
93,069	20,010	113,079	11/20/22
93,069	20,010	113,079	11/20/22
296,137	63,669	359,806	
19,838,407	4,265,258	24,103,665	
69,829	15,013	84,842	08/15/21
87,339	18,778	106,117	05/22/22
84,204	18,104	102,308	04/24/22
79,677	17,131	96,808	12/18/22
88,730	19,077	107,807	04/24/22
66,082	14,208	80,290	04/26/22
67,955	14,610	82,565	04/24/22
66,082	14,208	80,290	04/24/22
119,416	25,674	145,090	02/27/22
729,314	156,803	886,117	
729,314	156,803	886,117	
20,567,721	4,422,060	24,989,781	
66,082	14,208	80,290	06/20/21
66,082	14,208	80,290	06/20/21
69,829	15,013	84,842	06/20/21

84,204	18,104	102,308	06/20/21
66,082	14,208	80,290	06/20/21
86,533	18,605	105,138	03/27/22
122,764	26,394	149,159	03/15/22
104,038	22,368	126,406	05/22/22
50,186	10,790	60,976	03/27/22
48,500	10,428	58,928	03/27/22
48,500	10,428	58,928	12/05/21
73,564	15,816	89,380	08/14/22
60,463	13,000	73,463	08/14/22
92,764	19,944	112,708	05/22/22
98,188	21,110	119,298	11/20/22
73,677	15,841	89,518	11/20/22
81,941	17,617	99,558	11/20/22
95,473	20,527	116,000	07/21/20
79,677	17,131	96,808	07/04/21
98,186	21,110	119,296	09/03/21
84,204	18,104	102,308	12/05/21
79,677	17,131	96,808	07/04/21
100,899	21,693	122,592	05/22/22
79,677	17,131	96,808	09/18/22
79,677	17,131	96,808	09/18/22
84,204	18,104	102,308	07/04/21
81,941	17,617	99,558	07/04/21
95,473	20,527	116,000	12/05/21
98,186	21,110	119,296	06/03/22
102,018	21,934	123,952	12/06/21
62,334	13,402	75,736	05/22/22
116,992	25,153	142,145	02/27/22
116,068	24,955	141,023	05/22/22
109,465	23,535	133,000	06/21/21
90,805	19,523	110,328	11/21/21
2,948,353	633,896	3,582,248	
87,339	18,778	106,117	10/23/22
66,078	14,207	80,285	04/20/22
58,591	12,597	71,188	04/20/22
212,008	45,582	257,590	
3,160,361	679,478	3,839,838	
3,160,361	679,478	3,839,838	
24,135,625	5,189,159	29,324,784	

Job Status

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PART I
D.C. PERSONNEL REGULATIONS
CHAPTER 14
PERFORMANCE MANAGEMENT
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CHAPTER 14

PERFORMANCE MANAGEMENT

1400 APPLICABILITY

1400.1 The provisions of this chapter apply to the following:

- (a) Employees in the Career Service under the authority of Section 801 of the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (CMPA), effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-608.01);
- (b) Employees in the Educational Service in the Office of the State Superintendent of Education under the authority of Section 801a of the CMPA (D.C. Official Code § 1-608.01a);
- (c) Uniformed members of the Metropolitan Police Department at the ranks of Lieutenant, Captain, Inspector, Commander, and Assistant Chief; and uniformed members of the Fire and Emergency Medical Services Department in the positions of Deputy Fire Chief, Battalion Fire Chief, Assistant Fire Chief (Operations), and Assistant Fire Chief (Services);
- (d) Employees in the Excepted Service appointed under the authority of Section 903 of the CMPA (D.C. Official Code § 1-609.03);
- (e) Employees in the Excepted Service appointed as Capital City Fellows, as specified in Section 1419; and
- (f) Employees in the Management Supervisory Service appointed under the authority of Sections 951 through 958 of the CMPA (D.C. Official Code §§ 1-609.51 through 1-609.58), except for the provisions of Section 1414.

1400.2 Performance provisions contained in Chapter 36 apply to employees in the Legal Service appointed under the authority of Sections 851 through 862 of the CMPA (D.C. Official Code §§ 1-608.51 through 1-608.62). Performance Plans for supervisors and non-supervisory attorneys, as described in Sections 3606 and 3607 of Chapter 36 of these regulations, shall be prepared in accordance with Sections 1406, 1407, 1408, and 1409 of this chapter.

1401 EXCLUSIONS

1401.1 The provisions of this chapter shall not apply to the following employees:

- (a) Uniformed members of the MPD at the ranks of Officer, Master Patrol Officer, Detective, Investigator, and Sergeant, who shall continue to be covered under the performance evaluation system in effect as of the effective date of these regulations;

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- (b) Uniformed members of the FEMSD in positions other than those listed in Subsection 1400.1(c);
 - (c) Intermittent appointments in the Career Service, also known as “When-Actually-Employed” (WAE) appointments, under the authority of Section 801 of the CMPA (D.C. Official Code § 1-608.01) and Chapter 8 of Title 6-B of the District of Columbia Municipal Regulations.

1402 PURPOSE

- 1402.1 The purpose of this chapter is to set forth the rules for the District government’s performance management program.
- 1402.2 Performance management integrates the processes District government agencies use to do all of the following:
 - (a) Communicate and clarify organizational and individual work goals to all employees;
 - (b) Identify individual and, where applicable, team responsibilities and accountability for accomplishing work unit, agency, and organizational goals;
 - (c) Identify and address developmental needs for individuals and, where applicable, teams;
 - (d) Provide feedback to employees about performance expectations and work accountability;
 - (e) Assess and improve individual, team, and organizational performance;
 - (f) Use appropriate measures of performance as the basis for recognizing and rewarding accomplishments; and
 - (g) Use the results of the annual performance evaluation as a basis for appropriate human resources’ actions, including training, promotion, demotion, administrative action, or other types of human resources’ actions.
- 1402.3 The performance management program implemented by this chapter shall accomplish all of the following:
 - (a) Create and set forth work expectations in relation to the strategic goals of a work unit, an agency and, where applicable, the District government as a whole;
 - (b) Hold supervisors and employees accountable for performance, which shall include a direct relationship between the performance evaluation received pursuant to this chapter and the receipt of any periodic salary increases (including salary increases on both step and merit-based salary plans);
 - (c) Objectively evaluate employees’ work performance based on criteria that have been made known to the employees prior to the performance evaluation;
 - (d) Improve employee performance through developmental plan and continuous employee skill development;

- (e) Recognize employees' accomplishments and identify employees' deficiencies so that appropriate rewards or assistance can be provided; and
- (f) Tie employee performance to work unit, agency, and where applicable, District government-wide outcomes.

1403 PERFORMANCE MANAGEMENT PERIOD

- 1403.1 Except as provided in section 1417 of this chapter, the performance management period for all covered employees shall be from the beginning of each fiscal year (October 1st) to the end of the fiscal year (September 30th).

1404 PERFORMANCE RATINGS

- 1404.1 An overall performance rating shall be a culmination of the ratings assigned to each performance expectation. The overall performance rating indicates the level of an employee's actual performance of assigned competencies and S.M.A.R.T Goals during the performance management period.
- 1404.2 The overall performance rating shall be derived from the score on competencies for fifty percent (50%); and S.M.A.R.T Goals for fifty percent (50%).
- 1404.3 The rating levels for the performance management program shall be as follows:
- (a) Level 5, *Role Model* – Performance serves as a benchmark for other employees in the workplace. Regarded by colleagues as a person with great depth and breadth of knowledge in area of expertise, ideas and is willing to share it with others. Contributions, initiatives, and productivity reflect the highest degree of performance.
 - (b) Level 4, *Highly Effective Performer* – Performance consistently exceeds expectations in most areas and meets expectations in all other areas. Consistently adds value to the work of the agency. Demonstrates willingness to offer sound recommendations for improvement and is involved in the implementation of them.
 - (c) Level 3, *Valued Performer* – Performance expectations consistently meet and may occasionally exceed expectations, and therefore, meets the minimum requirements of the position. Contributions are essential to ensuring that agency goals are met.
 - (d) Level 2, *Marginal Performer*– Performance of most expectations needs improvement. Adequate performance of the expectations for the position requires further development of skills. Potential to improve is evident and demonstrates a willingness to improve skills.
 - (e) Level 1, *Inadequate Performer* – Performance of expectations is consistently inadequate, and therefore fails to meet the minimum requirements of the position. Potential to improve is not evident.

1405 PERFORMANCE PLANS

- 1405.1 A Performance Plan shall set forth the performance expectations and development objectives that each covered employee is expected to accomplish during the performance management period.

- 1405.2 Only the Director, D.C. Department of Human Resources (or designee), or independent personnel authority, as applicable, may approve an agency's request for an extension of the annual Performance Plan submittal period.
- 1405.3 Except as otherwise provided in this chapter, each supervisor shall complete a Performance Plan outlining what is expected of each covered employee, as follows:
- (a) Within thirty (30) days of the beginning of each performance management period;
 - (b) Within thirty (30) days of the date an employee is promoted, appointed, transferred, reassigned, or demoted to a new position or a position with significantly different duties and responsibilities;
 - (c) Within thirty (30) days of the date an employee is officially detailed when the detail is for a period of more than ninety (90) days;
 - (d) An employee who has been reassigned to a position with different duties and responsibilities within ninety (90) days of the end of the performance management period shall receive a Performance Plan for the following fiscal year within thirty (30) days of commencing the duties of the position to which reassigned; or
 - (e) An employee who has been promoted or demoted during the ninety (90) days prior to the end of the performance management period shall receive a Performance Plan for the following fiscal year within thirty (30) days of commencing the duties of the new position.
- 1405.4 A Performance Plan shall include all of the following:
- (a) Competencies;
 - (b) S.M.A.R.T (*Specific, Measurable, Attainable, Realistic, Time-Related*) Goals; and
 - (c) An Individual Development Plan.
- 1405.5 Modifications to the Performance Plan can only be made up to June 30th (ninety (90) calendar days before the end of the performance management period).

1406 COMPETENCIES

- 1406.1 Competencies are a type of performance expectation that consists of the critical knowledge, abilities, skills, and personal characteristics necessary for satisfactory performance in a particular position. Competencies are linked to the specific duties performed in a particular work unit, but focus strongly on each employee individually.
- 1406.2 At the beginning of each performance management period, a supervisor or a reviewer, in the absence of the supervisor, shall discuss with the employee how each competency relates to the employee's job. At the end of the performance management period, the supervisor or a reviewer, in the absence of the supervisor, shall evaluate each competency based on the employee's performance during the period.

- 1406.3 There are five (5) core competencies for all employees covered by this chapter:
- (a) Accountability;
 - (b) Communication;
 - (c) Customer Service;
 - (d) Goal Attainment; and
 - (e) Job Knowledge.
- 1406.4 There are three (3) additional core competencies applicable to supervisors:
- (a) Leadership;
 - (b) Management of Others; and
 - (c) Operational and Strategic Planning.
- 1406.5 The supervisor may choose up to three (3) additional competencies, or develop an additional three (3) competencies in collaboration with the employee. The recommended additional competencies include but are not limited to the following:
- (a) Flexibility/Adaptability;
 - (b) Initiative;
 - (c) Innovation;
 - (d) Mechanical Ability;
 - (e) Negotiation;
 - (f) Problem Solving;
 - (g) Productivity;
 - (h) Teamwork;
 - (i) Technical Ability; and
 - (j) Use of Technology;

1407 S.M.A.R.T GOALS

- 1407.1 S.M.A.R.T Goals are a type of performance expectation that consists of goals that are “Specific, Measurable, Attainable, Realistic, and Time-Related.” A Performance Plan shall include at least three (3) and not more than five (5) S.M.A.R.T Goals.

- 1407.2 The use of S.M.A.R.T Goals may augment the use of performance standards for agencies to document performance objectives for employees. Wherever possible, and as applicable, agencies should incorporate the text normally found in performance standards in the employee's S.M.A.R.T Goals.
- 1407.3 S.M.A.R.T Goals set in the Performance Plan shall be weighted, with the sum of all goal weightings equal to one hundred percent (100%).
- 1407.4 S.M.A.R.T Goals set in the performance plan shall include a timeframe for the accomplishment of each goal.
- 1407.5 At the beginning of each performance management period, a supervisor or the reviewer, in the absence of the supervisor, shall discuss with the employee how each S.M.A.R.T Goal relates to the employee's job. At the end of a performance management period, the supervisor or the reviewer, in the absence of the supervisor, shall evaluate each S.M.A.R.T Goal based on the employee's performance during the period.

1408 INDIVIDUAL DEVELOPMENT PLAN

- 1408.1 At the beginning of the performance management period, a supervisor, or the reviewer in the absence of the supervisor, shall prepare an Individual Development Plan for an employee, identifying areas for growth and development. The Individual Development Plan shall be prepared in collaboration with the employee. The Individual Performance Plan shall include at least one (1) and no more than three (3) objectives.
- 1408.2 Each Individual Development Plan is for developmental purposes only, and shall not be part of the evaluation at the end of the performance management period.
- 1408.3 Each Individual Development Plan may include but is not limited to the following objectives:
- (a) Specific objectives designed to improve the knowledge, skills, and abilities of the employee;
 - (b) Specific objectives for areas of ongoing professional development; or
 - (d) Objectives that address areas in which the employee received a review of "Marginal Performer" or below during the preceding review year.
- 1408.4 Each Individual Development Plan shall include a timeframe for the accomplishment of each objective.

1409 MID-YEAR PROGRESS DISCUSSION

- 1409.1 Each employee entitled to an annual performance evaluation under section 1411 of this chapter may participate in a mid-year progress discussion no less than three (3) months prior to the end of the performance management period. When used, the mid-year progress discussion is initiated by the employee's immediate supervisor or the reviewer, in the absence of the immediate supervisor; and serves as a mechanism for providing feedback to an employee and identifying areas that need improvement.
- 1409.2 The mid-year progress discussion shall be mandatory in the case of probationary employees. The

mid-year progress discussion shall not impinge on a recommendation to terminate the probationary employee during his or her probationary period.

1409.3 An annual performance evaluation shall not be based solely on a mid-year progress discussion. An employee's performance during the entire review period must be used to determine how well the employee performed each performance expectation and the overall performance rating.

1410 PERFORMANCE IMPROVEMENT PLAN

1410.1 This section shall not apply to probationary employees in the Career Service.

1410.2 A Performance Improvement Plan (PIP) is designed to facilitate constructive discussion between an employee and his or her immediate supervisor to clarify areas of work performance that must be improved. Once the areas for improvement have been identified, the PIP provides the employee the opportunity to demonstrate improvement in those areas and his or her ability to meet the specified performance expectations.

1410.3 A PIP issued to an employee shall last for a period of thirty (30) to ninety (90) days and must:

(a) Identify the specific performance areas that require improvement; and

(b) Provide concrete, measurable action steps the employee can take to improve in those areas.

1410.4 An employee's immediate supervisor or, in the absence of the employee's immediate supervisor, the reviewer, as the term is defined in Section 1499, shall complete a PIP when the employee's performance has been observed by the immediate supervisor as requiring improvement.

1410.5 Within ten (10) business days after the end of the PIP period, the employee's immediate supervisor or, in the absence of the employee's immediate supervisor, the reviewer, shall issue a written decision to the employee as to whether the employee has met or failed to meet the requirements of the PIP.

1410.6 If the employee fails to meet the requirements of the PIP, the written decision shall state the reason(s) the employee was unsuccessful in meeting those requirements and:

(a) Extend the PIP for an additional period, in accordance with Subsection 1410.8; or

(b) Reassign, reduce in grade, or remove the employee.

1410.7 The written decision may serve as a notice of proposed reassignment, reduction in grade, or removal and be provided to the employee when the decision complies with the provisions of Chapter 16. Alternatively, the agency may issue a written decision and subsequently issue a separate notice of proposed reassignment, reduction in grade or removal.

1410.8 If a PIP is extended pursuant to Subsection 1410.6(a), the additional period shall begin on the date provided in the written decision. However, no employee shall be subject to a PIP for more than ninety (90) days inclusive of any extension(s). For the purposes of this subsection, the ninety (90)-day time limit excludes:

(a) The time between the end of a PIP period and the issuance of a written decision to extend that

PIP; and

- (b) The time period between the issuance of a written decision and the start of an extension of a PIP.

- 1410.9 Within ten (10) business days after the end of any additional period of time provided to further observe the employee's performance, the employee's immediate supervisor or, in the absence of that individual, the reviewer, shall issue a written decision to the employee as to whether the employee has met the requirements of the PIP.
- 1410.10 If the employee fails to meet the requirements of the PIP after the additional period of time provided, the written decision shall reassign, reduce in grade, or remove the employee.
- 1410.11 Whenever an immediate supervisor or, in the absence of the immediate supervisor, a reviewer, fails to issue a written decision within the specified time period as provided in Subsections 1410.5 or 1410.9, the employee shall be deemed to have met the requirements of the PIP.
- 1410.12 Whenever an employee fails to meet the requirements of a PIP and it results in a reassignment, reduction in grade, or termination action as specified in Subsections 1410.6(b) or 1410.10, the action taken against a Career Service employee or an Educational Service employee in the Office of the State Superintendent of Education shall comply with Chapter 16.
- 1410.13 Any reduction in grade or termination action as specified in Subsection 1410.6(b) taken against a Legal Service employee who is not "at-will" shall be taken pursuant to Chapter 36.
- 1410.14 The Chief of Police may elect not to use a Performance Improvement Plan for officials above the rank of Captain.

1411 ELIGIBILITY TO RECEIVE AN ANNUAL PERFORMANCE EVALUATION

- 1411.1 In order to be eligible to receive an annual performance evaluation, a Performance Plan shall be in place for at least ninety (90) calendar days prior to conducting an annual performance evaluation based on that performance plan at the end of the performance management period.
- 1411.2 An employee who has been reassigned, promoted or demoted during the ninety (90) days prior to the end of the performance management period shall receive a performance evaluation for that period.
- 1411.3 The performance evaluation pursuant to sections 1411.2 of this section shall be issued by the employee's previous supervisor as specified in those sections.
- 1411.4 An employee who was reinstated or restored to duty during the ninety (90) days prior to the end of the performance management period shall be rated at the end of the next performance management period.
- 1411.5 An employee who transfers to an agency under the Mayor's personnel authority from an independent personnel authority, or who is newly appointed during the ninety (90) days prior to the end of the performance management period, shall be rated at the end of the next

performance management period.

- 1411.6 An employee reinstated, restored, newly appointed, or transferred shall automatically be considered as having been assigned a rating of Valued Performer, which shall remain the official rating of record until such time as replaced by another official rating.

1412 ANNUAL PERFORMANCE EVALUATION

- 1412.1 An annual Performance Evaluation shall be issued to each eligible employee within three months of the end of the performance management period, the exact date of which will be established by the appropriate personnel authority.
- 1412.2 The annual Performance Evaluation shall be based on the employee's Performance Plan for that performance management period.
- 1412.3 Except as provided in section 1412.5 of this section, each employee entitled to be rated under section 1411 of this chapter shall be rated, based on his or her position of record, by his or her immediate supervisor or the reviewer, in the absence of the supervisor. In the absence of both the immediate supervisor and the reviewer, the agency head shall designate a higher-level official to complete the Performance Evaluation. In the absence of an electronic official performance evaluation, the employee's performance shall be deemed to be at the "Valued Performer" level.
- 1412.4 A supervisor leaving his or her position at any time within the last ninety (90) calendar days of the performance management period shall conduct a Performance Evaluation for each employee covered by this chapter prior to his or her departure.
- 1412.5 An employee serving on detail for more than ninety (90) days at the end of the performance management period shall be rated by the employee's immediate supervisor of the position to which detailed, with input from the supervisor of the employee's position of record.
- 1412.6 An agency may use multi-source feedback as an evaluation tool consistent with procedures and guidelines established by the appropriate personnel authority.
- 1412.7 In instances where employees perform shift work or have multiple supervisors during the year, input or completion of the employee's performance evaluation shall be provided by the appropriate supervisor(s).
- 1412.8 When an employee is evaluated on performance in his or her position of record in accordance with section 1412.3 of this section, appropriate consideration shall be given to work performed outside the position of record.
- 1412.9 Except when the agency head is the rating official, a Performance Evaluation issued by a rating official shall be subject to the review and approval of a reviewer prior to the supervisor's year-end discussion with an employee.
- 1412.10 The annual Performance Evaluation for an employee who is on approved extended leave at the end of the performance management period (during the period in which performance evaluations are finalized) shall be postponed until the employee returns to his or her official position of record.

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- 1412.11 A signature on the annual Performance Evaluation is considered official when submitted electronically using an electronic system used to facilitate the performance planning and evaluation process outlined in this chapter.
- 1412.12 The personnel authority may approve an agency's request for an extension of the annual Performance Evaluation submittal period, consistent with 1412.1 of this section.

1413 SELF-EVALUATION

- 1413.1 At his or her discretion, each employee eligible to receive an evaluation may submit a self-evaluation to his or her supervisor as input into the performance evaluation process.

1414 SALARY INCREASES

- 1414.1 An annual overall performance rating of *Valued Performer* or higher shall constitute performance at an acceptable level of competence for purposes of eligibility for a periodic step increase or a merit-based salary increase (for employees paid from open range salary schedules), as applicable, under Chapter 11 of these regulations.
- 1414.2 Each time an employee fails to receive a rating of *Valued Performer* or higher shall result in the due date for the next scheduled periodic step increase or merit-based salary increase being delayed for an additional year.

1415 EMPLOYEE REQUEST FOR REVIEW

- 1415.1 This section shall not apply to probationary employees in the Career Service.
- 1415.2 Employees' requests for review of performance ratings shall be handled at the hiring agency level by the person(s) or entity designated by the agency head to handle such matters. Subordinate agencies must establish an internal Reconsideration and Resolution Committee (RRC) to formally review overall performance ratings of *Inadequate Performer* (Level 1) and *Marginal Performer* (Level 2) when an employee requests a review. The RRC shall also conduct a paper review, as defined in Section 1499 of this chapter, of overall ratings of *Valued Performer* (Level 3), and *Highly Effective Performer* (Level 4) when an employee requests a review. The paper review excludes the hearing of testimony.
- 1415.3 The D.C. Department of Human Resources (DCHR) will serve in an impartial advisory capacity in the administration and disposition of performance rating review cases in subordinate agencies.
- 1415.4 An employee may, within ten (10) business days after participating in a performance rating year-end discussion with his or her immediate supervisor and receipt of an official rating, request a review of the rating by submitting the request for review to the subordinate agency head (or designee).
- 1415.5 An employee's request for review of an official annual performance rating shall be in writing, and shall be submitted in accordance with procedures issued by the appropriate personnel authority.
- 1415.6 Pursuant to D.C. Official Code § 1-606.03 (a), an employee may appeal a final agency decision regarding a performance rating that results in removal of the employee with the Office of Employee Appeals within thirty (30) calendar days.

- 1415.7 Upon receipt of a request for review, the subordinate agency head (or designee) shall take either of the following actions:
- (a) Dismiss the employee's request for review on technical grounds (e.g., procedural or regulatory violation) and sustain the performance rating; or
 - (b) Accept the employee's request for review, and refer the request to the agency's RRC for review and disposition.
- 1415.8 Independent personnel authorities may establish a review process for their employees.
- 1415.9 The provisions of Subsection 1415.6 of this section shall not apply to any performance rating that results in the removal of a Legal Service employee as described in section 1400.2 of this chapter. The right of appeal of such an employee shall be governed by Chapter 36 of these regulations.
- 1415.10 Rating appeal rights of Metropolitan Police Department employees shall be in accordance with procedures established by the agency.

1416 PROBATIONARY EMPLOYEES

- 1416.1 An employee serving a probationary period shall be subject to the performance management program established by this chapter. A Performance Plan shall be provided to each probationary employee, on which the probationer shall be evaluated.
- 1416.2 An acceptable performance rating during a probationary period in and of itself does not constitute passing of the probationary period or automatic movement to a permanent status.
- 1416.3 Neither the mid-year progress discussion nor the annual performance evaluation received by the probationary employee is appealable.

1417 CAPITAL CITY FELLOWS

- 1417.1 A Performance Plan as described in section 1404 of this chapter shall be completed for each Capital City Fellow, not later than thirty (30) calendar days after the beginning of each six-month (6-month) placement. Each Performance Plan shall outline what is expected from the Capital City Fellow.
- 1417.2 The goals for each six-month (6-month) placement shall be weighted, with the sum of all goal weightings equal to one hundred percent (100%) for each rating. Goals shall be set as follows:
- (a) Twenty-five (25%) of the overall goals assigned to program-related activities and participation, to be set by the Director, D.C. Department of Human Resources (or designee); and
 - (b) Seventy five percent (75%) of the overall goals assigned to on-site performance, to be set by each agency supervisor to whom the Capital City Fellow is assigned.

- 1417.3 The performance of each Capital City Fellow shall be evaluated at the end of each six-month (6-

month) placement as specified in this section, for a total of four (4) individual performance ratings during the two-year (2-year) program.

- 1417.4 Each Capital City Fellow may, at his or her discretion, submit a self-evaluation as input into the annual performance evaluation process.
- 1417.5 A rating of *Valued Performer* or higher shall constitute performance at an acceptable level of competence for purposes of salary adjustment.
- 1417.6 The provisions in section 1416 of this chapter shall apply to Capital City Fellows.
- 1417.7 Capital City Fellows' annual performance evaluations are not appealable.

1499 DEFINITIONS

When used in this chapter, the following terms shall have the meaning ascribed:

Annual performance evaluation – a process for determining how well an individual employee has performed the performance expectations established in the performance plan for the review period.

Competency – a type of performance expectation that consists of the critical knowledge, abilities, skills and personal characteristics necessary for satisfactory performance. They are linked to the specific duties performed in a particular work unit but focus strongly on the individual employee.

Days - calendar days for all periods of more than ten (10) days; otherwise, business days for periods of ten (10) days or less (unless explicitly stated as calendar days).

Electronic signature – a technologically neutral term indicating various methods of signing an electronic message that: (a) identifies and authenticates a particular person as a source of the electronic message; and (b) indicates such person's approval of the information contained in the electronic message. Examples of electronic signature include: Personal Information Numbers or "PINs," user identifications and passwords, digital signatures, and hardware and biometric tokens.

Individual development plan (IDP) – a development tool that identifies training and learning activities that will help an employee enhance the knowledge, skills, and abilities needed to perform work duties and prepare the employee for future career advancement.

Intermittent appointment – temporary appointment under which the employee serves on an intermittent basis that is non-full-time and without a prescheduled regular tour of duty. This type of temporary appointment is also referred to as when-actually-employed (WAE) appointment.

Mid-year progress discussion – a formal meeting between a supervisor and employee to discuss the employee's performance and development at the midpoint of the review period.

Multi-source feedback – a tool used to assess employee performance that involves several sources (i.e., peers, employees, supervisors, customers) that have reliable information of an employee services or work products. This is commonly known as "*360 degree feedback*."

Paper review – a review of relevant performance-related documentation (from employee or manager) by the agency Reconsideration and Resolution Committee (RRC) for the purpose of making a decision to

retain or increase an employee's performance rating. A paper review involves the review and consideration of submitted written documentation but excludes hearing testimony from witnesses.

Performance expectations – S.M.A.R.T. goals and competencies that describe what and how work is to be performed. Performance expectations are established by the supervisor and employee at the beginning of a review period.

Performance improvement plan (PIP) – A performance management tool designed to offer the employee an opportunity to demonstrate improvement in his or her performance.

Performance management – the systematic process by which an agency involves its employees, as individuals and members of a group, to ensure the accomplishment of agency mission and goals.

Performance management period – the length of time covering the performance planning and evaluation process. It goes from the beginning to the end of the fiscal year.

Performance plan – the formalized process of identifying and communicating the organizational, work unit, and individual goals expected of the employee. The Performance Plan consists of the following: Competencies, S.M.A.R.T Goals, and an Individual Development Plan.

Performance rating – the value assigned to each performance expectation and the employee's overall performance based on a supervisor's or, in the absence of the supervisor the reviewer's, assessment of an employee's performance during the review period.

Probationary employee – a Career Service employee occupying a position subject to the completion of a probationary period, to include employees in term appointments.

Rating official – the final rating authority in the annual performance evaluation process, who is either the employee's supervisor, or, in the absence of the supervisor the reviewer.

Request for review – the process in which an employee requests a formal review of the overall performance rating received during the review period.

Reviewer – a supervisor, agency head, or agency head designee responsible for reviewing and approving the annual performance evaluation completed by a rating official.

Self-evaluation – the process in which the employee provides a self-assessment of the employee's performance based on the established performance expectations during the review period.

S.M.A.R.T. goals – a type of performance expectation that consists of goals that are *Specific, Measurable, Attainable, Realistic, and Time-Related*.

Supervisor – an individual having the authority, in the interest of the employer, to hire, transfer, suspend, lay

off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust employee grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. For the purposes of this policy, "supervisor" also means "manager".

D.C. Register Updates for Chapter 14 of the D.C. Personnel Regulations,
Performance Management

The following *D.C. Register* citations identify when a given section(s) of Chapter 14, Performance Management, of Title 6 of the District of Columbia Municipal Regulations, was amended. Following the publication in the *D.C. Register* of subsequent final rulemaking notices, this Addendum will be updated accordingly.

For the convenience of Electronic-DPM (E-DPM) readers, the Addendum identifies amendments on a section-by-section basis, as well as the page in the DPM Transmittal impacted by the amendment(s), and provides brief comments on the amendment(s) accomplished.

<i>D.C. Register</i> Date	Section(s)	Change(s) Reflected on Page(s)	Comments
28 DCR 4961 (11/20/81)	Entire chapter	Entire Chapter	The rules implemented Title XIV, Performance Evaluation, of the Comprehensive Merit Personnel Act of 1979.
47 DCR 5560 (7/7/00)	Entire chapter	Entire chapter replaced. (DPM Transmittal No. 60)	The rules implemented the performance management program that was authorized by the Omnibus Personnel Reform Amendment Act of 1988.
48 DCR 301 (1/12/01)	Entire chapter	Entire chapter replaced. (DPM Transmittal No. 69)	The rules implemented the performance management program that was authorized by the Omnibus Personnel Reform Amendment Act of 1988. These rules amend Chapter 14, Performance Management, published at 47 DCR 5560 (July 7, 2000).
49 DCR 1862 (3/1/02)	Section(s) 1400, 1401, and 1411	Entire chapter replaced (DPM Transmittal No. 83)	The rules amended the chapter to add certain uniformed members of the Metropolitan Police Department to those covered by the chapter
50 DCR 2851 (4/11/03)	Entire chapter	Entire chapter replaced (DPM Transmittal No. 95)	The rules amended the chapter to: (1) add certain Legal Service employees and individuals appointed to the Excepted Service as Capital City Fellows to those covered by the chapter; (2) add a provision stating that the chapter is applicable to non-unionized Career Service employees not already covered in agencies under the personnel authority of the Mayor as their coverage is approved by the Director of Personnel on an agency by agency basis; (3) add new sections stating the components of a performance plan, define competencies, provide for an optional mid-year evaluation, and specify the provisions to evaluate the performance of Capital City Fellows; (4) provide clarification of the provisions on performance improvement plans; and (5) modify other portions of the chapter.
52 DCR 1302 (2/11/05)	Section(s) 1400, 1414, 1415, and	Entire chapter replaced.	The rules amended the chapter to: (1) expressly exclude at-will employees,

CHAPTER 14 — PERFORMANCE MANAGEMENT

	1417	(DPM Transmittal No.126)	including Capital City Fellows, from the performance improvement plan requirement in section 1414, (2) add language requiring that supervisors inform employees of any deficiencies in their performance, in a timely manner, throughout the rating period as a means of providing employees sufficient time to improve the deficiencies; (3) specify that employees covered under the chapter may request reviews of any performance rating, and clarify the language concerning appeals of final agency decisions affecting performance ratings which result in removals; and (4) make other non-substantive changes throughout the chapter.
Issued to correct an omission	Section(s) 1400	Page(s) 14-I-1 and 14-I-2 (DPM Transmittal No.137)	The pages are being replaced because sections 1400.2 and 1400.3 of the chapter were inadvertently omitted from Transmittal No. 126.
56 DCR 006164 (8/7/09)	Entire chapter	Entire chapter replaced. (DPM Transmittal No. 194)	The rules amended the chapter in its entirety.
56 DCR 006693 Errata Notice (8/28/09)	Entire chapter	Entire chapter replaced (DPM Transmittal No. 195)	While final rules were published in the <i>D.C. Register</i> on August 7, 2009 (56 DCR 006164); the incorrect version of the rulemaking was mistakenly submitted for publication. Accordingly, a corrected version of the final rules was re-published. The version published as an Errata Notice is the same exact version as the proposed rules published on June 26, 2009 (56 DCR 005068). The rules amended the chapter in its entirety.
59 DCR 008396 (7/13/12)	Section 1400	Entire chapter replaced. (DPM Transmittal No. 205)	The rules amended section 1400 to add the employees within the Educational Service in the Office of the State Superintendent of Education.
66 DCR 005866 (5/10/2019)	Section(s) 1400, 1401, 1410, 1415. 1499	(DPM Transmittal No. 237)	The rules amended the chapter to (i) remove the deadline for establishing a performance improvement plan (PIP) (previously June 30th); (ii) clarify that a supervisor must make a determination as to whether an employee has met the requirements of the PIP within ten (10) business days (as opposed to calendar days) following the "end" of the PIP period (Section 1410); (iii) add language that a written determination may serve as notice of proposed reassignment, reduction in grade or removal, and be provided to the employee in accordance with Chapter 16, or that an agency may choose to

			<p>issue a separate notice for these actions in accordance with the process contained in Chapter 16; (iv) add references to Chapter 36 (Legal Service), concerning performance-related rules for Legal Services employees, where applicable; and (v) add definitions for the terms "Days," "Intermittent appointment," and "Paper review" (Section 1499).</p>
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Position Name	Program	Hourly Rate
Laboratory Assistant II	Crime Scene Sciences Unit	\$ 30.38
DFS Java Developer	Forensic Technology Unit	\$ 95.00
DFS - Program Manager Master	Forensic Technology Unit	\$ 144.76
DFS - IT Consultant Master	Forensic Technology Unit	\$ 139.21
DFS- IT Consultant Master BA	Forensic Technology Unit	\$ 139.21
JusticeTrax & Horizon Contractor	Forensic Technology Unit	\$ 110.00
Computer Systems Architect	Forensic Technology Unit	\$ 116.90
IT Contractor	Forensic Technology Unit	\$ 79.50
Administrative Assistant III	Operations	\$ 39.55
Administrative Assistant III	Operations	\$ 39.55
Medical Technologist I	Public Health Laboratory	\$ 30.92
Medical Technologist II	Public Health Laboratory	\$ 39.33
Medical Technologist III	Public Health Laboratory	\$ 46.61
Medical Technologist IV	Public Health Laboratory	\$ 59.10
Chemical Analyst I	Public Health Laboratory	\$ 32.98
Chemical Analyst II	Public Health Laboratory	\$ 41.34
Chemical Analyst III	Public Health Laboratory	\$ 48.64
Chemical Analyst IV	Public Health Laboratory	\$ 61.28
Laboratory Assistant I	Public Health Laboratory	\$ 26.39
Laboratory Assistant II	Public Health Laboratory	\$ 30.38
Statistician I	Public Health Laboratory	\$ 33.94
Statistician II	Public Health Laboratory	\$ 49.27
Technical Writer I	Public Health Laboratory	\$ 40.87
Technical Writer II	Public Health Laboratory	\$ 48.26
Technical Writer III	Public Health Laboratory	\$ 56.77
Medical Technologist I	Public Health Laboratory	\$ 33.34
Medical Technologist II	Public Health Laboratory	\$ 41.75
Medical Technologist III	Public Health Laboratory	\$ 49.03
Medical Technologist IV	Public Health Laboratory	\$ 61.52
Chemical Analyst I	Public Health Laboratory	\$ 35.40
Chemical Analyst II	Public Health Laboratory	\$ 43.76
Chemical Analyst III	Public Health Laboratory	\$ 51.06
Chemical Analyst IV	Public Health Laboratory	\$ 62.49
Laboratory Assistant I	Public Health Laboratory	\$ 30.81
Laboratory Assistant II	Public Health Laboratory	\$ 33.99
Statistician I	Public Health Laboratory	\$ 37.50
Statistician II	Public Health Laboratory	\$ 51.69
Technical Writer I	Public Health Laboratory	\$ 43.29
Technical Writer II	Public Health Laboratory	\$ 50.68
Technical Writer III	Public Health Laboratory	\$ 59.19

Company

MIDTOWN PERSONNEL INC

COMPUTER AID, INC.

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DFS Overtime Payments FY 2

Using time period	Department	Name
FR	Public Health Laboratory	Adjei,Michael
FR	Office of Director	Alexander III,Harry J.
FR	Office of Director	Alexander III,Harry J.
FR	Crime Scene Services Division	Allie,John C
FR	Public Health Laboratory	Atta,Cletus
FR	Public Health Laboratory	Atta,Cletus
FR	Crime Scene Services Division	Ayala,Guadalupe
FR	Crime Scene Services Division	Baboolal,Kristina
FR	Crime Scene Services Division	Barnes,Takahrah
FR	Crime Scene Services Division	Barnes,Takahrah
FR	Public Health Laboratory	Batista,Maria
FR	Crime Scene Services Division	Becerra Ramirez,Sergio
FR	Crime Scene Services Division	Becerra Ramirez,Sergio
FR	Public Health Laboratory	Begazo,Yolanda
FR	Crime Scene Services Division	Benner,Stephanie Frances
FR	Public Health Laboratory	Berry Jr.,William J
FR	Public Health Laboratory	Berry Jr.,William J
FR	Crime Scene Services Division	Bischof,Samantha D

FR	Crime Scene Services Division	Bist,Vaibhav
FR	Public Health Laboratory	Blackwell,Reginald G
FR	Public Health Laboratory	Blackwell,Reginald G
FR	Public Health Laboratory	Branscomb,Yasmin
FR	Public Health Laboratory	Brew,Jekiera R
FR	Crime Scene Services Division	Brokaw,Barry
FR	Crime Scene Services Division	Brokaw,Barry
FR	Crime Scene Services Division	Brooks,Tiffany
FR	Crime Scene Services Division	Brooks,Tiffany
FR	Crime Scene Services Division	Carney,Darel Lamar
FR	Crime Scene Services Division	Carney,Darel Lamar
FR	Public Health Laboratory	Clark,Hannah Jean
FR	Crime Scene Services Division	Covington,Nathaniel
FR	Public Health Laboratory	DANIEL,CANDICE
FR	Crime Scene Services Division	Daniels,Erin
FR	Public Health Laboratory	Duncan,Rico
FR	Public Health Laboratory	Duncan,Rico
FR	Forensic Services	Evans,Alexandra
FR	Crime Scene Services Division	Everett,Kimberly M

FR	Crime Scene Services Division	Everett,Shane
FR	Crime Scene Services Division	Everett,Shane
FR	Crime Scene Services Division	Falodun,Leonard
FR	Crime Scene Services Division	Farnsworth,Rachel
FR	Crime Scene Services Division	Fields III,James A
FR	Public Health Laboratory	Flint,Phillip
FR	Public Health Laboratory	Flint,Phillip
FR	Forensic Services	Green,Wendy
FR	Crime Scene Services Division	Greenwalt,Grant L
FR	Crime Scene Services Division	Guszak,Amanda Sue
FR	Public Health Laboratory	Hajjami,Amal
FR	Public Health Laboratory	Hamilton,Brittany
FR	Crime Scene Services Division	Hansohn II,Edward C
FR	Office of Director	Harris,Jameel E
FR	Crime Scene Services Division	Hartsock,Elyssa
FR	Crime Scene Services Division	Hartsock,Elyssa
FR	Public Health Laboratory	Harvin,Isabel
FR	Office of Director	Heard,Ramia

FR Crime Scene Services Division Heard,Trevor

FR Crime Scene Services Division Hinkle,Jamal
FR Crime Scene Services Division Hinkle,Jamal

FR Crime Scene Services Division Holder,James R

FR Crime Scene Services Division Hooe,Sara

FR Crime Scene Services Division Iorio,Ryan S

FR Crime Scene Services Division Jeter,Kevin W
FR Crime Scene Services Division Jeter,Kevin W

FR Office of Director Johnson,Renee Gordon

FR Crime Scene Services Division Jones,Rashid M
FR Crime Scene Services Division Jones,Rashid M

FR Crime Scene Services Division Keisling,Matthew
FR Crime Scene Services Division Keisling,Matthew

FR Public Health Laboratory Kiehlbauch,Julia A.

FR Crime Scene Services Division Kimvilakani,Andre M
FR Crime Scene Services Division Kimvilakani,Andre M

FR Crime Scene Services Division Lancaster,Adrian L

FR Crime Scene Services Division Langford,Rodney J
FR Crime Scene Services Division Langford,Rodney J

FR Public Health Laboratory Laprea Romero,Sara

FR Public Health Laboratory Lugo,Richard D

FR Crime Scene Services Division Manning,Victoria

FR Public Health Laboratory Maza,Connie R.

FR Public Health Laboratory Maza,Connie R.

FR Crime Scene Services Division Mendez,Amanda

FR Crime Scene Services Division Mendez,Amanda

FR Public Health Laboratory Menechella,Matthew

FR Public Health Laboratory Menechella,Matthew

FR Crime Scene Services Division Mentore,Kaywe

FR Crime Scene Services Division Mentore,Kaywe

FR Public Health Laboratory Merid,Sosina

FR Public Health Laboratory Merid,Sosina

FR Crime Scene Services Division Mitchell,Dwayne R

FR Public Health Laboratory Morris,Katherine

FR Crime Scene Services Division Norris,Jeanete' R.

FR Crime Scene Services Division Norris,Jeanete' R.

FR Public Health Laboratory Ogola,Jillian

FR Public Health Laboratory Ogola,Jillian

FR Public Health Laboratory Parajuli,Swopnil

FR Public Health Laboratory Parajuli,Swopnil

FR Public Health Laboratory Park,Angela J

FR Public Health Laboratory Patel,Kajal

FR Public Health Laboratory Patel,Kajal

FR Crime Scene Services Division Patton,Precious R

FR Crime Scene Services Division Patton,Precious R

FR Public Health Laboratory Payne,David

FR Public Health Laboratory Pazoki,Amir

FR Crime Scene Services Division Perkins,LaShon

FR Crime Scene Services Division Pettus,Natasha D

FR Crime Scene Services Division Petty,Erika

FR Crime Scene Services Division Petty,Erika

FR Crime Scene Services Division Price,Erin M

FR Crime Scene Services Division Rojas,Janice

FR Crime Scene Services Division Roundtree,Stacy LaShea

FR Crime Scene Services Division Roundtree,Stacy LaShea

FR Crime Scene Services Division Ryan,DeAnna M

FR Office of Director Salbukou,Uladzimir

FR Crime Scene Services Division Schuster,Rosemarie

FR Crime Scene Services Division Shokunbi,Olushola

FR Crime Scene Services Division Shymansky Jr.,Edward L
FR Crime Scene Services Division Shymansky Jr.,Edward L

FR Crime Scene Services Division Slaughter,Keith D

FR Crime Scene Services Division Sloan,William J

FR Crime Scene Services Division St. Amand,Sebastian Michael
FR Crime Scene Services Division St. Amand,Sebastian Michael

FR Crime Scene Services Division Starner,Joseph

FR Crime Scene Services Division Strong,Leother M
FR Crime Scene Services Division Strong,Leother M

FR Crime Scene Services Division Sylvester,Ninotchka E
FR Crime Scene Services Division Sylvester,Ninotchka E

FR Crime Scene Services Division Tarte,Melissa

FR Public Health Laboratory Taylor,Ashley F

FR Public Health Laboratory Tekle,Dereje

FR Office of Director Thomas,Herbert B.

FR Crime Scene Services Division Thompson,Imani M.
FR Crime Scene Services Division Thompson,Imani M.

FR Public Health Laboratory Tolliver,Michael

FR Crime Scene Services Division Tracey III,Charles D

FR Crime Scene Services Division Tuller,John S

FR Crime Scene Services Division Vann,Danielle
FR Crime Scene Services Division Vann,Danielle

FR Crime Scene Services Division Wahl,Kelly A

FR Public Health Laboratory Walker,Tanisha
FR Public Health Laboratory Walker,Tanisha

FR Forensic Services Watts,Talisha
FR Forensic Services Watts,Talisha

FR Crime Scene Services Division Whittington,Sheila

FR Public Health Laboratory Williams,Brandon A

FR Public Health Laboratory Williams,Channyn
FR Public Health Laboratory Williams,Channyn

FR Crime Scene Services Division Williams,Jerome A

FR Crime Scene Services Division Williams,Nathan
FR Crime Scene Services Division Williams,Nathan

FR Crime Scene Services Division Wilson,Reginald
FR Crime Scene Services Division Wilson,Reginald

FR Office of Director Woodland Jr.,Stephon R

FR Crime Scene Services Division Yandura,Danielle
FR Crime Scene Services Division Yandura,Danielle



FR	Public Health Laboratory	Yohannes,Hadish
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FR	Crime Scene Services Division	Younger,Nakisha J
FR	Crime Scene Services Division	Younger,Nakisha J



FR	Crime Scene Services Division	Zaleski Jr.,Robert Alexander
FR	Crime Scene Services Division	Zaleski Jr.,Robert Alexander



FR	Public Health Laboratory	Zelaya,Elizabeth
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022

ID	Position Title	TRC	Descr
00113027	Supervisory Medical Technologi	EOT	Exempt Overtime Straight
00108936	INFO TECH SPEC NETWORK	OTF	Overtime FLSA eligible
00108936	INFO TECH SPEC NETWORK	EOT	Exempt Overtime Straight
00011809	Forensic Scientist Shift Super	EOT	Exempt Overtime Straight
00115824	Medical Technologist	OTS	Overtime Straight Time
00115824	Medical Technologist	OTF	Overtime FLSA eligible
00090485	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00119548	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00091910	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00091910	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00113718	Medical Technologist	OTF	Overtime FLSA eligible
00107935	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00107935	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00113713	Supervisory Medical Technologi	EOT	Exempt Overtime Straight
00078253	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00118117	Information Technology Special	OTF	Overtime FLSA eligible
00118117	Information Technology Special	OTS	Overtime Straight Time
00078119	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible

00102279	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00033306	Medical Technologist	OTS	Overtime Straight Time
00033306	Medical Technologist	OTF	Overtime FLSA eligible
00115898	Medical Technologist	OTF	Overtime FLSA eligible
00116089	Health Technician	OTS	Overtime Straight Time
00090447	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00090447	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00096896	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00096896	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00066881	Crime Scene Analyst	OTS	Overtime Straight Time
00066881	Crime Scene Analyst	OTF	Overtime FLSA eligible
00116512	Medical Technologist	OTF	Overtime FLSA eligible
00022080	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00116748	Executive Assistant	EOT	Exempt Overtime Straight
00072243	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00055686	Medical Technologist	OTS	Overtime Straight Time
00055686	Medical Technologist	OTF	Overtime FLSA eligible
00116972	Chemist	OTF	Overtime FLSA eligible
00019216	Central Evidence Specialist	OTF	Overtime FLSA eligible

00097050	Forensic Scientist III	OTS	Overtime Straight Time
00097050	Forensic Scientist III	OTF	Overtime FLSA eligible
00095739	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00102459	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00026005	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00121894	Medical Technologist	OTF	Overtime FLSA eligible
00121894	Medical Technologist	OTS	Overtime Straight Time
00090308	Forensic Scientist III (DNA Ex	OTF	Overtime FLSA eligible
00013800	Crime Scene Sciences Superviso	EOT	Exempt Overtime Straight
00119156	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00115900	Medical Technician (Laboratory	OTF	Overtime FLSA eligible
00113573	Medical Technologist	OTF	Overtime FLSA eligible
00008225	Forensic Scientist III	OTF	Overtime FLSA eligible
00111764	Public Information Officer	E15	Exempt Overtime 1.5
00089946	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00089946	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00115899	Medical Technologist	OTF	Overtime FLSA eligible
00080510	Human Resources Specialist	EOT	Exempt Overtime Straight

00093838 Fleet Services Coordinator OTF Overtime FLSA eligible

00095791 Crime Scene Analyst OTS Overtime Straight Time
00095791 Crime Scene Analyst OTF Overtime FLSA eligible

00005782 Forensic Scientist Shift Super EOT Exempt Overtime Straight

00091349 Forensic Scientist Shift Super OTF Overtime FLSA eligible

00072040 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00022010 Forensic Scientist (Crime Scen OTS Overtime Straight Time
00022010 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00023150 IT Specialist EOT Exempt Overtime Straight

00019070 Crime Scene Analyst OTF Overtime FLSA eligible
00019070 Crime Scene Analyst OTS Overtime Straight Time

00095487 Forensic Scientist (Crime Scen OTS Overtime Straight Time
00095487 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00107736 Supervisory Microbiologist EOT Exempt Overtime Straight

00004404 Crime Scene Analyst OTF Overtime FLSA eligible
00004404 Crime Scene Analyst OTS Overtime Straight Time

00004435 Crime Scene Analyst OTF Overtime FLSA eligible

00008709 Forensic Scientist (Crime Scen OTS Overtime Straight Time
00008709 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00115909 Biological Science Laboratory OTF Overtime FLSA eligible

00116879 Biological Science Laboratory OTF Overtime FLSA eligible

00095486 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00108352 Medical Technologist OTF Overtime FLSA eligible

00108352 Medical Technologist OTS Overtime Straight Time

00093312 Forensic Scientist III OTF Overtime FLSA eligible

00093312 Forensic Scientist III OTS Overtime Straight Time

00117793 Medical Technologist OTS Overtime Straight Time

00117793 Medical Technologist OTF Overtime FLSA eligible

00078118 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00078118 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00038281 Medical Technologist OTS Overtime Straight Time

00038281 Medical Technologist OTF Overtime FLSA eligible

00022937 Crime Scene Analyst OTF Overtime FLSA eligible

00097777 Laboratory Interoperability Te OTF Overtime FLSA eligible

00093282 Central Evidence Specialist OTF Overtime FLSA eligible

00093282 Central Evidence Specialist OTS Overtime Straight Time

00116079 Management and Program Analyst OTF Overtime FLSA eligible

00116079 Management and Program Analyst OTS Overtime Straight Time

00117083 Medical Technologist OTF Overtime FLSA eligible

00117083 Medical Technologist OTS Overtime Straight Time

00116436	Biological Science Laboratory	OTF	Overtime FLSA eligible
[REDACTED]			
00117455	Medical Technologist	OTS	Overtime Straight Time
00117455	Medical Technologist	OTF	Overtime FLSA eligible
[REDACTED]			
00102458	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00102458	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
[REDACTED]			
00122292	Deputy Public Health Laborator	EOT	Exempt Overtime Straight
[REDACTED]			
00116508	Medical Technologist	OTF	Overtime FLSA eligible
[REDACTED]			
00099283	Forensic Evidence Analyst	OTF	Overtime FLSA eligible
[REDACTED]			
00026802	Central Evidence Unit Supervis	EOT	Exempt Overtime Straight
[REDACTED]			
00090452	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00090452	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
[REDACTED]			
00055506	Crime Scene Sciences Manager	EOT	Exempt Overtime Straight
[REDACTED]			
00095493	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
[REDACTED]			
00029873	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00029873	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
[REDACTED]			
00072246	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
[REDACTED]			
00095743	INFO TECH SPEC NETWORK	EOT	Exempt Overtime Straight
[REDACTED]			
00095482	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
[REDACTED]			
00122764	Staff Assistant	OTF	Overtime FLSA eligible

00006526	Crime Scene Analyst	OTS	Overtime Straight Time
00006526	Crime Scene Analyst	OTF	Overtime FLSA eligible

00006620	Forensic Scientist Shift Super	EOT	Exempt Overtime Straight
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00100305	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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00090166	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00090166	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time

00089809	Fleet and Logistics Manager	EOT	Exempt Overtime Straight
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00017549	Forensic Scientist III	OTF	Overtime FLSA eligible
00017549	Forensic Scientist III	OTS	Overtime Straight Time

00056810	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00056810	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible

00093828	Central Evidence Specialist	OTF	Overtime FLSA eligible
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00117047	Biological Science Laboratory	OTF	Overtime FLSA eligible
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00117452	Supervisory Clinical Laborator	EOT	Exempt Overtime Straight
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00070522	Executive Assistant	EOT	Exempt Overtime Straight
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00085511	Forensic Scientist (Crime Scen	OTS	Overtime Straight Time
00085511	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible

00116831	Information Technology Special	OTF	Overtime FLSA eligible
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00107267	Central Evidence Specialist	OTF	Overtime FLSA eligible
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00101795 Forensic Scientist Shift Super EOT Exempt Overtime Straight

00090545 Forensic Scientist (Crime Scen OTS Overtime Straight Time
00090545 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00119302 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00114448 Biological Sciences Laboratory EOT Exempt Overtime Straight
00114448 Biological Sciences Laboratory E15 Exempt Overtime 1.5

00119731 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00119731 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00022251 Central Evidence Specialist OTF Overtime FLSA eligible

00101456 Medical Technologist OTF Overtime FLSA eligible

00115865 Medical Technologist OTS Overtime Straight Time
00115865 Medical Technologist OTF Overtime FLSA eligible

00014520 Crime Scene Analyst OTF Overtime FLSA eligible

00119547 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00119547 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00091589 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00091589 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00102913 INFO. TECH. SPECIALIST E15 Exempt Overtime 1.5

00087544 Forensic Scientist (Crime Scen OTS Overtime Straight Time
00087544 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00117312 Medical Technologist OTF Overtime FLSA eligible

00037477 Crime Scene Analyst OTF Overtime FLSA eligible
00037477 Crime Scene Analyst OTS Overtime Straight Time

00119154 Crime Scene Analyst OTS Overtime Straight Time
00119154 Crime Scene Analyst OTF Overtime FLSA eligible

00097789 Supervisory Clinical Laborator EOT Exempt Overtime Straight



Sum Quantity	Sum Est Gross
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31.000000	1544.359606
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146.250000	7794.561506
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	3715.435096
15.500000	1016.380167
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82.500000	3509.502359
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410.000000	26998.184877
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152.189423

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280.923316

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4664.100550

16821.250000 **1075463.770795**

DFS Overtime Payments FY

Using time period		
Sub-Agency	Department	Name
FR	Public Health Laboratory	Adjei,Michael
FR	Crime Scene Services Division	Allie,John C
FR	Crime Scene Services Division	Ayala,Guadalupe
FR	Crime Scene Services Division	Baboolal,Kristina
FR	Crime Scene Services Division	Barnes,Takarah
FR	Crime Scene Services Division	Benner,Stephanie Frances
FR	Public Health Laboratory	Berry Jr.,William J
FR	Crime Scene Services Division	Bischof,Samantha D
FR	Crime Scene Services Division	Bist,Vaibhav
FR	Public Health Laboratory	Blackwell,Reginald G
FR	Public Health Laboratory	Branscomb,Yasmin
FR	Public Health Laboratory	Branscomb,Yasmin
FR	Crime Scene Services Division	Brokaw,Barry
FR	Crime Scene Services Division	Carney,Darel Lamar
FR	Crime Scene Services Division	Carney,Darel Lamar
FR	Crime Scene Services Division	Carpenter,Shyanne

FR	Crime Scene Services Division	Carter,Artisha
FR	Crime Scene Services Division	Cephas,Paige Q
FR	Public Health Laboratory	Clark,Hannah Jean
FR	Crime Scene Services Division	Concepcion Jr.,Michael Carlos
FR	Crime Scene Services Division	Concepcion Jr.,Michael Carlos
FR	Crime Scene Services Division	Covington,Nathaniel
FR	Crime Scene Services Division	Covington,Nathaniel
FR	Crime Scene Services Division	Daniels,Erin
FR	Crime Scene Services Division	Daniels,Erin
FR	Crime Scene Services Division	Dibble,Breanna
FR	Public Health Laboratory	Duncan,Rico
FR	Crime Scene Services Division	Everett,Shane
FR	Crime Scene Services Division	Falodun,Leonard
FR	Crime Scene Services Division	Falodun,Leonard
FR	Crime Scene Services Division	Farnsworth,Rachel
FR	Crime Scene Services Division	Fields III,James A
FR	Public Health Laboratory	Flint,Phillip
FR	Crime Scene Services Division	Hansohn II,Edward C

FR Crime Scene Services Division Hartsock,Elyssa

FR Crime Scene Services Division Hinkle,Jamal

FR Crime Scene Services Division Holder,James R

FR Crime Scene Services Division Hooe,Sara

FR Forensic Services Johnson,Brianna

FR Forensic Services Johnson,Brianna

FR Crime Scene Services Division Keisling,Matthew

FR Crime Scene Services Division Keisling,Matthew

FR Crime Scene Services Division Kimvilakani,Andre M

FR Crime Scene Services Division Lancaster,Adrian L

FR Crime Scene Services Division Langford,Rodney J

FR Crime Scene Services Division Manning,Victoria

FR Crime Scene Services Division Mendez,Amanda

FR Crime Scene Services Division Mentore,Kaywe

FR Crime Scene Services Division Mentore,Kaywe

FR Public Health Laboratory Merid,Sosina

FR Public Health Laboratory Merid,Sosina

FR Crime Scene Services Division Mitchell,Dwayne R

FR Crime Scene Services Division Mitchell,Dwayne R

FR Crime Scene Services Division Norris, Jeanete' R.
FR Crime Scene Services Division Norris, Jeanete' R.

FR Public Health Laboratory Parajuli, Swopnil

FR Crime Scene Services Division Patton, Precious R

FR Public Health Laboratory Payne, David

FR Crime Scene Services Division Perkins, LaShon

FR Crime Scene Services Division Pettus, Natasha D

FR Crime Scene Services Division Petty, Erika

FR Crime Scene Services Division Price, Erin M

FR Crime Scene Services Division Rojas, Janice

FR Crime Scene Services Division Roundtree, Stacy LaShea

FR Office of Director Salbukou, Uladzimir

FR Crime Scene Services Division Schuster, Rosemarie

FR Crime Scene Services Division Shokunbi, Olushola

FR Crime Scene Services Division Shymansky Jr., Edward L

FR Crime Scene Services Division Slaughter, Keith D

FR Crime Scene Services Division Sloan, William J

FR Crime Scene Services Division St. Amand, Sebastian Michael
FR Crime Scene Services Division St. Amand, Sebastian Michael

FR Crime Scene Services Division Strong, Leather M

FR Crime Scene Services Division Sylvester, Ninotchka E
FR Crime Scene Services Division Sylvester, Ninotchka E

FR Public Health Laboratory Taylor, Ashley F

FR Public Health Laboratory Tekle, Dereje

FR Crime Scene Services Division Thompson, Imani M.
FR Crime Scene Services Division Thompson, Imani M.

FR Crime Scene Services Division Tuller, John S

FR Crime Scene Services Division Vann, Danielle
FR Crime Scene Services Division Vann, Danielle

FR Crime Scene Services Division Wahl, Kelly A

FR Public Health Laboratory Walker, Tanisha
FR Public Health Laboratory Walker, Tanisha

FR Crime Scene Services Division Williams, Nathan
FR Crime Scene Services Division Williams, Nathan

FR Crime Scene Services Division Wilson, Reginald

FR Crime Scene Services Division Yandura, Danielle

FR

Public Health Laboratory

Yohannes, Hadish

FR

Crime Scene Services Division

Younger, Nakisha J

23 as of 1/14/2023

ID	Position Title	TRC	Descr
00113027	Supervisory Medical Technologi	EOT	Exempt Overtime Straight
00011809	Forensic Scientist Shift Super	EOT	Exempt Overtime Straight
00090485	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00119548	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00091910	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00078253	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00118117	Information Technology Special	OTS	Overtime Straight Time
00078119	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00102279	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00033306	Medical Technologist	OTF	Overtime FLSA eligible
00115898	Medical Technologist	OTF	Overtime FLSA eligible
00115898	Medical Technologist	OTS	Overtime Straight Time
00090447	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
00066881	Crime Scene Analyst	OTF	Overtime FLSA eligible
00066881	Crime Scene Analyst	OTS	Overtime Straight Time
00124754	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible

00125628 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00124753 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00116512 Medical Technologist OTF Overtime FLSA eligible

00124752 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00124752 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00022080 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00022080 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00072243 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00072243 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00125087 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00055686 Medical Technologist OTF Overtime FLSA eligible

00097050 Forensic Scientist III OTF Overtime FLSA eligible

00095739 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00095739 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00102459 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00026005 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00121894 Medical Technologist OTF Overtime FLSA eligible

00008225 Forensic Scientist III OTF Overtime FLSA eligible

00089946 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00095791 Crime Scene Analyst OTF Overtime FLSA eligible

00005782 Forensic Scientist Shift Super EOT Exempt Overtime Straight

00091349 Forensic Scientist Shift Super EOT Exempt Overtime Straight

00125633 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00125633 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00095487 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00095487 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00004404 Crime Scene Analyst OTF Overtime FLSA eligible

00004435 Crime Scene Analyst OTF Overtime FLSA eligible

00008709 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00095486 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00093312 Forensic Scientist III OTF Overtime FLSA eligible

00078118 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00078118 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00038281 Medical Technologist OTF Overtime FLSA eligible

00038281 Medical Technologist OTS Overtime Straight Time

00022937 Crime Scene Analyst OTF Overtime FLSA eligible

00022937 Crime Scene Analyst OTS Overtime Straight Time

00093282	Central Evidence Specialist	OTF	Overtime FLSA eligible
00093282	Central Evidence Specialist	OTS	Overtime Straight Time

[REDACTED]

00117083	Medical Technologist	OTF	Overtime FLSA eligible
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[REDACTED]

00102458	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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[REDACTED]

00122292	Deputy Public Health Laborator	EOT	Exempt Overtime Straight
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[REDACTED]

00099283	Forensic Evidence Analyst	OTF	Overtime FLSA eligible
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[REDACTED]

00026802	Central Evidence Unit Supervis	EOT	Exempt Overtime Straight
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[REDACTED]

00090452	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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[REDACTED]

00055506	Crime Scene Sciences Manager	EOT	Exempt Overtime Straight
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[REDACTED]

00095493	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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[REDACTED]

00029873	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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[REDACTED]

00095743	INFO TECH SPEC NETWORK	OTF	Overtime FLSA eligible
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[REDACTED]

00095482	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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[REDACTED]

00122764	Staff Assistant	OTF	Overtime FLSA eligible
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[REDACTED]

00006526	Crime Scene Analyst	OTF	Overtime FLSA eligible
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[REDACTED]

00006620	Forensic Scientist Shift Super	EOT	Exempt Overtime Straight
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[REDACTED]

00100305	Forensic Scientist (Crime Scen	OTF	Overtime FLSA eligible
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00090166 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00090166 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00017549 Forensic Scientist III OTF Overtime FLSA eligible

00056810 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00056810 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00117047 Biological Science Laboratory OTF Overtime FLSA eligible

00117452 Supervisory Clinical Laborator EOT Exempt Overtime Straight

00085511 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00085511 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00101795 Forensic Scientist Shift Super EOT Exempt Overtime Straight

00090545 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00090545 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00119302 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00114448 Biological Sciences Laboratory E15 Exempt Overtime 1.5
00114448 Biological Sciences Laboratory EOT Exempt Overtime Straight

00119547 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible
00119547 Forensic Scientist (Crime Scen OTS Overtime Straight Time

00091589 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00087544 Forensic Scientist (Crime Scen OTF Overtime FLSA eligible

00117312 Medical Technologist OTF Overtime FLSA eligible



00037477 Crime Scene Analyst OTF Overtime FLSA eligible



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42.000000 2372.070162
2372.070162

5.000000 297.117090
297.117090

8.000000 370.419229
2.000000 61.736538
432.155767

103.500000 7486.748744
15.500000 751.899033
8238.647777

68.000000 4937.332176
4937.332176

38.000000 2690.728833
2690.728833

97.000000 7058.365346
7058.365346

1.000000 68.852885
68.852885

3.000000 245.632932
245.632932

38.000000 2765.048056
6.000000 283.234614
3048.282670

8.000000 629.065380
4.000000 209.688460
838.753840

4.000000 283.234614
4.000000 188.823076
472.057690

25.000000	1272.692325
3.000000	101.815386
	1374.507711

24.000000	1176.144228
	1176.144228

66.250000	4561.503600
	4561.503600

7.000000	408.830289
	408.830289

2.000000	141.617307
	141.617307

13.000000	714.543708
	714.543708

25.000000	1716.283415
	1716.283415

59.250000	3638.446537
	3638.446537

22.500000	1542.471636
	1542.471636

5.500000	400.204324
	400.204324

2.000000	163.755288
	163.755288

22.000000	1509.724760
	1509.724760

4.000000	169.012500
	169.012500

108.000000	9053.042256
	9053.042256

38.000000	2146.158718
	2146.158718

41.000000	2903.154796
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2903.154796

173.500000 14147.861859
32.500000 1774.015620

15921.877479

65.000000 5302.078110

5302.078110

31.500000 2225.291097

12.500000 590.072113

2815.363210

9.000000 546.516342

546.516342

1.000000 52.627303

52.627303

7.500000 516.396634

1.000000 45.901923

562.298557

12.000000 666.690349

666.690349

112.500000 7923.658025

0.500000 23.602885

7947.260910

27.500000 1333.188099

1333.188099

48.000000 2995.375176

35.000000 1456.085155

4451.460331

210.000000 9993.054739

18.000000 564.078842

10557.133581

122.000000 8373.178846

8373.178846

52.000000 3580.349995

3580.349995

16.000000	1023.807696
	1023.807696



36.500000	1975.019721
	1975.019721



3335.250000	212814.233768
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Traveler	Transaction ID	Transaction Date	Post Date	Transaction Amount	Account Number	Cardholder Last Name
Michelle Hannon	3432886310001	12/01/2021	12/02/2021	553.65	*****7018	THOMAS
Alexandra Evans	3638611347001	06/07/2022	06/09/2022	313.20	*****8200	JORDAN
Alexandra Evans	3704743062001	07/28/2022	08/01/2022	1,074.25	*****8200	JORDAN
Alexandra Evans	3871540482001	11/30/2022	12/01/2022	180.21	*****7018	THOMAS
Alexandria Bradley	3611045746001	05/17/2022	05/18/2022	563.48	*****7018	THOMAS
Alexandria Bradley	3612520022001	05/17/2022	05/19/2022	172.60	*****7018	THOMAS
Alexandria Bradley	3612520023001	05/17/2022	05/19/2022	358.60	*****7018	THOMAS
Anthony Crispino	3485342550001	01/28/2022	01/31/2022	227.19	*****7018	THOMAS
Anthony Crispino	3502305007001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Anthony Crispino	3502305012001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Anthony Crispino	3519615925001	03/02/2022	03/04/2022	244.00	*****7018	THOMAS
Anthony Crispino	3820275557001	10/20/2022	10/24/2022	171.00	*****7018	THOMAS
Brandy Cramer	3375474514001	10/04/2021	10/05/2021	35.00	*****7018	THOMAS
Brandy Cramer	3375474517001	10/04/2021	10/05/2021	300.80	*****7018	THOMAS
Brandy Cramer	3387787085001	10/14/2021	10/18/2021	282.72	*****7018	THOMAS
Brandy Cramer	3502305008001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Brandy Cramer	3502305013001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Brandy Cramer	3519615923001	03/02/2022	03/04/2022	244.00	*****7018	THOMAS
Channyn Williams	3656825858001	06/21/2022	06/23/2022	278.05	*****0411	HARMON
Channyn Williams	3656825859001	06/21/2022	06/23/2022	12.00	*****0411	HARMON
Channyn Williams	3656825860001	06/21/2022	06/23/2022	12.00	*****0411	HARMON
Channyn Williams	3704743338001	07/28/2022	08/01/2022	1,074.25	*****0411	HARMON
Dale Jennings	3669337268001	07/01/2022	07/04/2022	826.69	*****0411	HARMON
Dale Jennings	3693225232001	07/20/2022	07/22/2022	1,104.44	*****0411	HARMON
Dale Jennings	3738478556001	08/23/2022	08/25/2022	487.20	*****0411	HARMON
Dale Jennings	3740056145001	08/23/2022	08/26/2022	13.00	*****0411	HARMON
Dale Jennings	3740056146001	08/23/2022	08/26/2022	13.00	*****0411	HARMON
Dale Jennings	3749372274001	08/31/2022	09/02/2022	609.96	*****0411	HARMON
Dereje Teckle	3664407759001	06/28/2022	06/29/2022	3.17	*****8200	JORDAN
Dereje Teckle	3665855829001	06/28/2022	06/30/2022	201.60	*****8200	JORDAN
Dereje Teckle	3665855830001	06/28/2022	06/30/2022	168.60	*****8200	JORDAN
Dereje Teckle	3704743060001	07/28/2022	08/01/2022	1,074.25	*****8200	JORDAN
Gabriela Frank	3642283525001	06/10/2022	06/13/2022	257.20	*****8200	JORDAN
Gabriela Frank	3704743061001	07/28/2022	08/01/2022	1,074.25	*****8200	JORDAN
Glen Taylor	3640148874001	06/09/2022	06/10/2022	237.20	*****0411	HARMON
Glen Taylor	3651486898001	06/16/2022	06/20/2022	732.76	*****0411	HARMON
Hillary Hoffman	3375474515001	10/04/2021	10/05/2021	300.80	*****7018	THOMAS
Hillary Hoffman	3387787086001	10/14/2021	10/18/2021	282.72	*****7018	THOMAS

Hillary Hoffman	3485342549001	01/28/2022	01/31/2022	227.19	*****7018	THOMAS
Hillary Hoffman	3502305009001	02/14/2022	02/16/2022	20.00	*****7018	THOMAS
Hillary Hoffman	3502305014001	02/14/2022	02/16/2022	20.00	*****7018	THOMAS
Hillary Hoffman	3519615922001	03/02/2022	03/04/2022	244.00	*****7018	THOMAS
Hillary Hoffman	3820275556001	10/20/2022	10/24/2022	171.00	*****7018	THOMAS
Jocelyn Hauser	3563775251001	04/08/2022	04/11/2022	307.21	*****8200	JORDAN
Jocelyn Hauser	3596039133001	05/04/2022	05/06/2022	1,875.90	*****8200	JORDAN
Mackenzie DeHaan	3432886311001	12/01/2021	12/02/2021	702.39	*****7018	THOMAS
Michael Adjei	3736921873001	08/23/2022	08/24/2022	597.20	*****0411	HARMON
Michael Adjei	3749372275001	08/31/2022	09/02/2022	463.92	*****0411	HARMON
Olin Jackson	3612519890001	05/17/2022	05/19/2022	277.90	*****8200	JORDAN
Olin Jackson	3625015218001	05/27/2022	05/30/2022	750.64	*****8200	JORDAN
Pushker Raj	3563775253001	04/08/2022	04/11/2022	561.20	*****8200	JORDAN
Pushker Raj	3616108946001	05/20/2022	05/23/2022	643.92	*****8200	JORDAN
Quiyana Hall	3375474516001	10/04/2021	10/05/2021	300.80	*****7018	THOMAS
Quiyana Hall	3387787087001	10/14/2021	10/18/2021	282.72	*****7018	THOMAS
Quiyana Hall	3485342546001	01/28/2022	01/31/2022	227.19	*****7018	THOMAS

Quiyana Hall	3497580163001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
Quiyana Hall	3497580164001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
Quiyana Hall	3497580165001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
Quiyana Hall	3502305010001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Quiyana Hall	3502305015001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Quiyana Hall	3519615924001	03/02/2022	03/04/2022	244.00	*****7018	THOMAS
Rachel Coll	3820275555001	10/20/2022	10/24/2022	171.00	*****7018	THOMAS
Rachel Toshcoff	3669337267001	07/01/2022	07/04/2022	826.69	*****0411	HARMON
Rachel Toshcoff	3693225233001	07/20/2022	07/22/2022	1,104.44	*****0411	HARMON
Samantha Leach	3871540483001	11/30/2022	12/01/2022	180.21	*****7018	THOMAS
Scott Nguyen	3574266295001	04/18/2022	04/19/2022	309.20	*****8200	JORDAN
Scott Nguyen	3616108947001	05/21/2022	05/23/2022	965.88	*****8200	JORDAN
Shauntelle Byfield	3616108942001	05/19/2022	05/23/2022	482.94	*****8200	JORDAN
Thomas Fontenot	3820275554001	10/20/2022	10/24/2022	171.00	*****7018	THOMAS
Vanessa Natale	3485342547001	01/28/2022	01/31/2022	227.19	*****7018	THOMAS
Vanessa Natale	3485342548001	01/28/2022	01/31/2022	227.19	*****7018	THOMAS
Vanessa Natale	3497580166001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
Vanessa Natale	3497580167001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
Vanessa Natale	3502305011001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Vanessa Natale	3502305016001	02/14/2022	02/16/2022	15.00	*****7018	THOMAS
Vanessa Natale	3519615921001	03/02/2022	03/04/2022	244.00	*****7018	THOMAS
	3497580162001	02/09/2022	02/11/2022	30.00	*****7018	THOMAS
	3524911340001	03/07/2022	03/09/2022	307.20	*****8200	JORDAN
	3527653168001	03/09/2022	03/11/2022	267.21	*****8200	JORDAN

3585822027001	04/26/2022	04/28/2022	383.20	*****8200	JORDAN
3607085387001	05/13/2022	05/16/2022	170.60	*****8200	JORDAN
3607085388001	05/13/2022	05/16/2022	247.10	*****8200	JORDAN
3614007237001	05/11/2022	05/20/2022	(209.15)	*****8200	JORDAN
3616108943001	05/20/2022	05/23/2022	803.76	*****8200	JORDAN
3616108944001	05/20/2022	05/23/2022	(643.92)	*****8200	JORDAN
3616108945001	05/20/2022	05/23/2022	643.92	*****8200	JORDAN
3625015219001	05/26/2022	05/30/2022	(159.84)	*****8200	JORDAN
3682393308001	07/13/2022	07/14/2022	691.23	*****8200	JORDAN
3695371300001	07/21/2022	07/25/2022	85.61	*****8200	JORDAN
3702569884001	07/26/2022	07/29/2022	(85.61)	*****8200	JORDAN
3756419504001	09/06/2022	09/08/2022	104.00	*****8200	JORDAN
3790366314001	09/29/2022	10/03/2022	(27.72)	*****0411	HARMON
3806183095001	10/12/2022	10/13/2022	916.20	*****0411	HARMON
3812996159001	10/17/2022	10/18/2022	447.48	*****0411	HARMON
3837192745001	10/26/2022	11/04/2022	(111.87)	*****3223	HARMON
3875439858001	12/01/2022	12/05/2022	175.48	*****7018	THOMAS
3875439860001	12/01/2022	12/05/2022	138.00	*****7018	THOMAS
3882795686001	12/07/2022	12/09/2022	(23.00)	*****7018	THOMAS

Cardholder First Name	Central Bill Account	Merchant Name	Original Merchant Name	Merchant Type
HERBERT	*****3431	HYATT PLACE NATIONAL M	HYATT PLACE NATIONAL M	Lodging
DIANA	*****3431	UNITED AIRLINES	UNITED 01624167134531	Airline
DIANA	*****3431	SWISSOTEL CHICAGO HTL	SWISSOTEL CHICAGO HTL	Lodging
HERBERT	*****3431	AMERICAN AIRLINES	AMERICAN 0012353738562	Airline
HERBERT	*****3431	HYATT PLACE NATIONAL M	HYATT PLACE NATIONAL M	Lodging
HERBERT	*****3431	DELTA	DELTA 00677960399830	Airline
HERBERT	*****3431	DELTA	DELTA 00677960399841	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01677132116936	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714678465	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714847596	Airline
HERBERT	*****3431	WHITEHALL HOUSTON HOTE	WHITEHALL HOUSTON HOTE	Lodging
HERBERT	*****3431	MARRIOTT MORGANTOWN	MARRIOTT MORGANTOWN	Lodging
HERBERT	*****3431	AFQAM	AFQAM	Professional Services
HERBERT	*****3431	AMERICAN AIRLINES	AMERICAN 0012302795724	Airline
HERBERT	*****3431	DOUBLETREE HOTELS	DOUBLETREE HOTELS	Lodging
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714678476	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714847600	Airline
HERBERT	*****3431	WHITEHALL HOUSTON HOTE	WHITEHALL HOUSTON HOTE	Lodging
KIMARY	*****3431	UNITED AIRLINES	UNITED 01624196179266	Airline
KIMARY	*****3431	UNITED AIRLINES	UNITED 01615901672442	Airline
KIMARY	*****3431	UNITED AIRLINES	UNITED 01615901672453	Airline
KIMARY	*****3431	SWISSOTEL CHICAGO HTL	SWISSOTEL CHICAGO HTL	Lodging
KIMARY	*****3431	AMERICAN AIRLINES	AMERICAN 0012439422524	Airline
KIMARY	*****3431	TRIBUTE PORTFOLIO HOTEL	THE GUILD HOTEL SAN DI	Lodging
KIMARY	*****3431	UNITED AIRLINES	UNITED 01624313459274	Airline
KIMARY	*****3431	UNITED AIRLINES	UNITED 01642006510690	Airline
KIMARY	*****3431	UNITED AIRLINES	UNITED 01642006510701	Airline
KIMARY	*****3431	CP ATLANTA PERIMETER	CP ATLANTA PERIMETER	Lodging
DIANA	*****3431	TRAVELOCITY*7233508137	TRAVELOCITY*7233508137	Professional Services
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 00177491924422	Airline
DIANA	*****3431	UNITED AIRLINES	UNITED 01678231780503	Airline
DIANA	*****3431	SWISSOTEL CHICAGO HTL	SWISSOTEL CHICAGO HTL	Lodging
DIANA	*****3431	UNITED AIRLINES	UNITED 01624174294164	Airline
DIANA	*****3431	SWISSOTEL CHICAGO HTL	SWISSOTEL CHICAGO HTL	Lodging
KIMARY	*****3431	AMERICAN AIRLINES	AMERICAN 0012433855237	Airline
KIMARY	*****3431	THE VERVE HOTEL	THE VERVE HOTEL	Lodging
HERBERT	*****3431	AMERICAN AIRLINES	AMERICAN 0012302795725	Airline
HERBERT	*****3431	DOUBLETREE HOTELS	DOUBLETREE HOTELS	Lodging

HERBERT	*****3431	UNITED AIRLINES	UNITED 01677132116925	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714678480	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714847611	Airline
HERBERT	*****3431	WHITEHALL HOUSTON HOTE	WHITEHALL HOUSTON HOTE	Lodging
HERBERT	*****3431	MARRIOTT MORGANTOWN	MARRIOTT MORGANTOWN	Lodging
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 0012419371776	Airline
DIANA	*****3431	EMBASSY SUITES	EMBASSY SUITES	Lodging
HERBERT	*****3431	HYATT PLACE NATIONAL M	HYATT PLACE NATIONAL M	Lodging
KIMARY	*****3431	DELTA	DELTA 00623341115460	Airline
KIMARY	*****3431	CP ATLANTA PERIMETER	CP ATLANTA PERIMETER	Lodging
DIANA	*****3431	UNITED AIRLINES	UNITED 01624126100085	Airline
DIANA	*****3431	COURTYARD NATICK	COURTYARD NATICK	Lodging
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 00177267939682	Airline
DIANA	*****3431	DOUBLETREE CLEVELAND	DOUBLETREE CLEVELAND	Lodging
HERBERT	*****3431	AMERICAN AIRLINES	AMERICAN 0012302795726	Airline
HERBERT	*****3431	DOUBLETREE HOTELS	DOUBLETREE HOTELS	Lodging
HERBERT	*****3431	UNITED AIRLINES	UNITED 01677132116892	Airline

HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727921	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727932	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727943	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714678491	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714847622	Airline
HERBERT	*****3431	WHITEHALL HOUSTON HOTE	WHITEHALL HOUSTON HOTE	Lodging
HERBERT	*****3431	MARRIOTT MORGANTOWN	MARRIOTT MORGANTOWN	Lodging
KIMARY	*****3431	AMERICAN AIRLINES	AMERICAN 0012439421507	Airline
KIMARY	*****3431	TRIBUTE PORTFOLIO HOTEL	THE GUILD HOTEL SAN DI	Lodging
HERBERT	*****3431	AMERICAN AIRLINES	AMERICAN 0012353738563	Airline
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 0012421498100	Airline
DIANA	*****3431	HAMPTON INN CLEVELAND	HAMPTON INN CLEVELAND	Lodging
DIANA	*****3431	HYATT REGENCY CLEVELAN	HYATT REGENCY CLEVELAN	Lodging
HERBERT	*****3431	MARRIOTT MORGANTOWN	MARRIOTT MORGANTOWN	Lodging
HERBERT	*****3431	UNITED AIRLINES	UNITED 01677132116903	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01677132116914	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727954	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727965	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714678502	Airline
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699714847633	Airline
HERBERT	*****3431	WHITEHALL HOUSTON HOTE	WHITEHALL HOUSTON HOTE	Lodging
HERBERT	*****3431	UNITED AIRLINES	UNITED 01699704727910	Airline
DIANA	*****3431	UNITED AIRLINES	UNITED 01623987427215	Airline
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 00124117363596	Airline

DIANA	*****3431	UNITED AIRLINES	UNITED 01624085280016	Airline
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 0012427482381	Airline
DIANA	*****3431	AMERICAN AIRLINES	AMERICAN 0012427485752	Airline
DIANA	*****3431	EMBASSY SUITES	EMBASSY SUITES	Lodging
DIANA	*****3431	HAMPTON INN CLEVELAND	HAMPTON INN CLEVELAND	Lodging
DIANA	*****3431	DOUBLETREE BY HILTON S	DOUBLETREE CLEVELAND	Lodging
DIANA	*****3431	DOUBLETREE CLEVELAND	DOUBLETREE CLEVELAND	Lodging
DIANA	*****3431	HAMPTON INN CLEVELAND	HAMPTON INN CLEVELAND	Lodging
DIANA	*****3431	HILTON PHILADELPHIA AT	HILTON PHILADELPHIA AT	Lodging
DIANA	*****3431	HILTON CHI OAK BRK H	HILTON CHI OAK BRK H	Lodging
DIANA	*****3431	HILTON CHI OAK BRK H	HILTON CHI OAK BRK H	Lodging
DIANA	*****3431	AMTRAK .CO24	AMTRAK .CO2490623033272	Transportation - Other
KIMARY	*****3431	CP ATLANTA PERIMETER	CP ATLANTA PERIMETER	Lodging
KIMARY	*****3431	DELTA	DELTA 00623439509556	Airline
KIMARY	*****3431	GRADUATE EAST LANSING	GRADUATE EAST LANSING	Lodging
KIMARY	*****3431	GRADUATE EAST LANSING	GRADUATE EAST LANSING	Lodging
HERBERT	*****3431	SOUTHWEST	SOUTHWES 5262193203618	Airline
HERBERT	*****3431	AMTRAK .CO33	AMTRAK .CO3350733031690	Transportation - Other
HERBERT	*****3431	AMTRAK .CO33	AMTRAK .CO3350908103621	Transportation - Other

Merchant Address 1	Merchant City	Merchant State/Province	Transaction Item COA Segment Value 1
400 E STREET SOUTHWEST	WASHINGTON	DC	0040
N/A	CHICAGO	IL	0040
323 E WACKER	CHICAGO	IL	0040
	8004337300	TX	0040
400 E STREET SOUTHWEST	WASHINGTON	DC	0040
	ATLANTA	GA	0040
	ATLANTA	GA	0040
	800-932-2732	TX	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7137398800	TX	0040
	MORGANTOWN	WV	0040
11890 SOUTH SUNSET DRIVE	OLATHE	KS	0040
	8004337300	TX	0040
	PITTSBURGH	PA	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7137398800	TX	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
323 E WACKER	CHICAGO	IL	0040
	8004337300	TX	0040
500 W BROADWAY	SAN DIEGO	CA	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7703957700	GA	0040
	WWW.TVLY.COM	WA	0040
AMERICAN AIR AA ANHLVB	TULSA	OK	0040
	800-932-2732	TX	0040
323 E WACKER	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
323 E WACKER	CHICAGO	IL	0040
	8004337300	TX	0040
	5086538800	MA	0040
	8004337300	TX	0040
	PITTSBURGH	PA	0040

	800-932-2732	TX	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7137398800	TX	0040
	MORGANTOWN	WV	0040
	8004337300	TX	0040
1601 BELVEDERE RD	WEST PALM BEACH FL		0040
400 E STREET SOUTHWEST	WASHINGTON	DC	0040
	ATLANTA	GA	0040
	7703957700	GA	0040
N/A	CHICAGO	IL	0040
	NATICK	MA	0040
AMERICAN AIR AA ANHLVB	TULSA	OK	0040
	2162415100	OH	0040
	8004337300	TX	0040
	PITTSBURGH	PA	0040
	800-932-2732	TX	0040

N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7137398800	TX	0040
	MORGANTOWN	WV	0040
	8004337300	TX	0040
500 W BROADWAY	SAN DIEGO	CA	0040
	8004337300	TX	0040
	8004337300	TX	0040
	2162416600	OH	0040
	8885872877	OH	0040
	MORGANTOWN	WV	0040
	800-932-2732	TX	0040
	800-932-2732	TX	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	7137398800	TX	0040
N/A	CHICAGO	IL	0040
N/A	CHICAGO	IL	0040
	8004337300	TX	0040

N/A	CHICAGO	IL	0040
	8004337300	TX	0040
	8004337300	TX	0040
1601 BELVEDERE RD	WEST PALM BEACH FL		0040
	2162416600	OH	0040
1111 LAKESIDE AVE	CLEVELAND	OH	0040
	2162415100	OH	0040
	2162416600	OH	0040
	PHILADELPHIA	PA	0040
	OAK BROOK	IL	0040
	OAK BROOK	IL	0040
	8008727245	DC	0040
	7703957700	GA	0040
	ATLANTA	GA	0040
133 EVERGREEN AVE	EAST LANSING	MI	0040
133 EVERGREEN AVE	EAST LANSING	MI	0040
	800-435-9792	TX	Must
	8008727245	DC	Must
	8008727245	DC	Must

Transaction Item	COA Segment Value 2	Custom Field Value 1	Custom Field Value 2	Custom Field Value 3
0408		10190	1090L	No-No Available CBE
0408		30120	OPPI22	No-No Available CBE
0408		30120	OPI22	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0409		20120	2020L	No-No Available CBE
0409		20120	2020L	No-No Available CBE
0409		20120	2020L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0408		10115	1015L	No-No Available CBE
0408		10115	1015L	No-No Available CBE
0408		10115	10115	No-No Available CBE
0408		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		10115	1015L	No-No Available CBE
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-Explain in Notes
0402		30120	COVHD	No-No Available CBE
0402		30120	COVHD	No-No Available CBE
0402		30120	COVHD	No-No Available CBE
0402		30120	COVHD	No-No Available CBE
0408		30120	OPPI22	No-No Available CBE
0408		30120	OPI22	No-No Available CBE
0402		30120	ELC2B	No-Explain in Notes
0402		30120	ELC2B PHL22N	No-Explain in Notes
0408		10115	1015L	No-No Available CBE
0408		10115	1015L	No-No Available CBE

0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0408	10115	1015L	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0408	10190	1090L	No-No Available CBE
0402	30120	COVHD	No-Explain in Notes
0402	30120	COVHD	No-Explain in Notes
0402	30120	ELC2B	No-No Available CBE
0402	30120	ELC2B	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0408	10115	1015L	No-No Available CBE
0408	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE

0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0408	10115	1015L	No-No Available CBE
0402	30120	COVHD	No-Explain in Notes
0402	30120	COVHD	No-Explain in Notes
0402	10115	1015L	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	ELCOR	No-No Available CBE
0408	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	10115	1015L	No-No Available CBE
0402	30120	ELCDM	No-No Available CBE
0402	30120	ELCDM	No-No Available CBE

0408	20120	2020L	No-No Available CBE
0402	30120	ELCOR	No-No Available CBE
0402	30120	ELCOR	No-No Available CBE
0402	30120	COVHD	No-Explain in Notes
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	30120	COVHD	No-No Available CBE
0402	20120	2020L	No-No Available CBE
0408	20120	2020L	No-Explain in Notes
0408	20120	2020L	No-Explain in Notes
0402	20120	2020L	No-No Available CBE
0402	30120	COVHD	No-Explain in Notes
0402	30120		No-Explain in Notes
0402			No-Explain in Notes
0402			No-Explain in Notes

Transaction Notes

Transaction represents 3-day lodging accommodations for Michelle Hannon, Forensic Scientist Supervisor, who visits the District from the North Carolina Dept. of Justice State Crime Lab to conduct an external QAS audit of the Forensic Science Laboratory's Forensic Biology Unit.

Flight for conference. The American Association of Clinical Chemistry (AACC) Annual Conference will cover a diverse selection of lab chemistry applications, including seized drug analysis and drug toxicology that will allow Ms. Evans to stay up to date with methods of drug detection and network with other chemistry professionals.

Hotel for conference.

The American Association of Clinical Chemistry (AACC) Annual Conference will cover a diverse selection of lab chemistry applications, including seized drug analysis and drug

DFS Forensic Scientist Alexandra Evans is scheduled to present in a workshop ("Public Health Initiatives Informing Forensic Laboratory Practice,") at the American Academy of Forensic Sciences Annual Conference in Orlando, FL. Transaction represents airfare from Washington, DC to Orlando, FL

Transaction represent hotel lodging accommodations for Ms. Alexandria Bradley, DNA Technical Leader w/the Mississippi Forensics Laboratory who will travel to the District to conduct an external audit of the DFS Forensic Science Laboratory Unit.

Transaction represents air fare for Ms. Alexandria Bradley's travel to the District from the Mississippi Forensics Laboratory to conduct an external QAS audit of the DFS Forensic Science Laboratory's Forensic Biology Unit from 6/30/22 to 7/01/2022.

Transaction represents air fare for Ms. Alexandria Bradley's travel to the District from the Mississippi Forensics Laboratory to conduct an external QAS audit of the DFS Forensic Science Laboratory's Forensic Biology Unit from 6/30/22 to 7/01/2022.

Transaction represents purchase of air fare for DFS Interim Director Anthony Crispino who will travel to Houston, TX with others of the DFS Executive Team.

Transaction represents United Airlines' one-way fee paid on behalf of DFS Interim Director Anthony Crispino to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center.

Transaction represents United Airlines' one-way fee paid on behalf of DFS Interim Director Anthony Crispino to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center

Transaction represents 2-night lodging arrangements at Whitehall Houston Hotel for DFS Interim Director Anthony Crispino during Executive Team's visit to the Houston Forensic Science Center in Houston Texas

Transaction represents lodging and parking (\$159 + \$12) for DFS Interim Director, Anthony Crispino, one of four DFS officials who traveled to West Virginia to visit the university's Dept. of Forensic & Investigative Science for a dialogue of current lab best practices to supplement DFS recovery strategies to regain lab accreditation

Transaction represents payment of fee to AFQAM evening event for Brandy Cramer while participating in the Association of Forensic Quality Assurance Managers (AFQAM) training conference in Pittsburgh PA October 12, 2021

Transaction represents payment of American Airlines air fare for Brandy Cramer, 1 of 3 DFS officials' participation in the Association of Forensic Quality Assurance Managers (AFQAM) training conference in Pittsburgh PA October 12, 2021

Transaction represents cost for lodging accommodations at the DoubleTree Hotel during Brandy Cramer's attendance at the Association of Forensic Quality Assurance Managers annual training conference October 12-15, 2021 in Pittsburgh, PA

Transaction represents United Airlines' one-way fee paid on behalf of Brandy S. Cramer to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center

Transaction represents United Airlines' one-way fee paid on behalf of Brandy S. Cramer to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center

Transaction represents 2-night lodging arrangements at Whitehall Houston Hotel for Brandy Cramer during DFS Executive Team's visit to the Houston Forensic Science Center in Houston, Texas

Request for Public Health Laboratory Medical Technologist, Channyn Williams to attend 2022 AACC Annual Scientific Meeting and Clinical Lab Expo in Chicago, IL on 7/23-7/28/2022.

Airline purchase. Channyn Williams traveling to Chicago for conference. Vendor charged for seating selection both going and returning. Seat selection was only option. Overall price is less than initial estimated total price

Airline purchase. Channyn Williams traveling to Chicago for conference. Vendor charged for seating selection both going and returning. Seat selection was only option. Overall price is less than initial estimated total price.

Grant related hotel charges for Channyn Williams. Attended AACC conference.

Grant procurement of airline ticket for Dale Jennings to attend Safety Conference.

Grant procurement of hotel deposit for Dale Jennings. He will be attending the National Safety Council Conference in San Diego, CA. Travel is 9/19/22 to 9/22/22.

Grant procurement of airline ticket for Dale Jennings to travel to conference in Atlanta 8/29/22 to 8/31/22. Total receipt amount is \$513.20 which includes charges for seating.

See Transaction 3740056145001 & 3740056146001

Grant procurement of airline ticket for Dale Jennings to travel to conference in Atlanta 8/29/22 to 8/31/22. Total receipt amount is \$513.20 which includes charges for airfare and seating.

See Transaction 3740056146001 & 3738478556001

Grant procurement of airline ticket for Dale Jennings to travel to conference in Atlanta 8/29/22 to 8/31/22. Total receipt amount is \$513.20 which includes charges for airfare and seating.

See Transaction 3740056145001 & 3738478556001

Hotel charge for Dale Jennings for travel to Atlanta to attend Biosafety symposium. Receipt has personal charge affixed. Hotel stated they could not provide new statement but has credited \$27.77 since charge has been moved to traveler's card. Credit is found on Transaction ID3790366314001

Flight for American Association for Clinical Chemistry (AACC) Annual Scientific Meeting and Clinical Lab Expo. This event provides Mr. Tekle the opportunity to learn from renowned experts on all aspects of clinical lab medicine. He will be able to attend presentations from leaders in the fields and over 700 exhibitors. He will search for products and solutions needed at

Flight for American Association for Clinical Chemistry (AACC) Annual Scientific Meeting and Clinical Lab Expo. This event provides Mr. Tekle the opportunity to learn from renowned experts on all aspects of clinical lab medicine. He will be able to attend presentations from leaders in the fields and over 700 exhibitors. He will search for products and solutions needed at

Flight for American Association for Clinical Chemistry (AACC) Annual Scientific Meeting and Clinical Lab Expo. This event provides Mr. Tekle the opportunity to learn from renowned experts on all aspects of clinical lab medicine. He will be able to attend presentations from leaders in the fields and over 700 exhibitors. He will search for products and solutions needed at

Hotel for conference. The American Association of Clinical Chemistry (AACC) Annual Conference will cover a diverse selection of lab chemistry applications, including seized drug analysis and drug

Flight for conference. Flight price went down from time of request submission to time of booking. The American Association of Clinical Chemistry (AACC) annual conference is an opportunity for Ms. Frank to connect with global leaders in clinical chemistry, mass spectrometry, and

Hotel for conference. The American Association of Clinical Chemistry (AACC) Annual Conference will cover a diverse selection of lab chemistry applications, including seized drug analysis and drug

PHEP grant procurement of airline ticket for Glen Taylor to attend specialized training on CT instrument.

PHEP grant procurement of hotel stay for traveler Glen Taylor.

Transaction represents payment of American Airlines air fare for Hillary Hoffman-Peak, 1 of 3 DFS officials' participation in the Association of Forensic Quality Assurance Managers

Transaction represents cost for lodging accommodations at the DoubleTree Hotel during Hillary Hoffman-Peak's attendance at the Association of Forensic Quality Assurance Managers annual training conference October 12-15, 2021 in Pittsburgh, PA.

Transaction represents purchase of air fare for Hillary Hoffman's travel to Houston, TX with the DFS Executive Team.

Transaction represents United Airlines' one-way fee paid on behalf of Hillary Hoffman-Peak to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center.

Transaction represents United Airlines' one-way fee paid on behalf of Hillary Hoffman-Peak to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center.

Transaction represents 2-night lodging arrangements at Whitehall Houston Hotel for Hillary Hoffman-Peak during DFS Executive Team's visit to the Houston Forensic Science Center in Houston, Texas.

Transaction represents lodging and parking (\$159 + \$12) for DFS General Counsel Hillary Hoffman, one of four DFS officials who traveled to West Virginia to visit the university's Dept. of Forensic & Investigative Science to engage a dialogue of current lab best practices to supplement DFS recovery strategies to regain lab accreditation.

Fund: 1010001

Flight for ASM Clinical Virology Symposium, an annual symposium where physicians and laboratorians discuss the latest in diagnostic virology, vaccine development, and molecular diagnostics. This conference will give Dr. Hauser the opportunity to network with numerous colleagues from the national public health lab scene, allowing her to enhance her knowledge in clinical virology and next generation sequencing of SARS-CoV-2.

Price of flight changed from time of request form submission to time of booking.

Dr. Hauser attended 2 events during this hotel stay. The Molecular Virology Workshop serves as a venue for sharing info regarding the epidemiology, diagnosis, treatment and prevention of viral diseases with clinicians, laboratorians, and researchers. This workshop will give Dr. Hauser the opportunity to learn new techniques in the field of molecular diagnostics and network with numerous colleagues from the national public health lab scene.

Transaction represents 3-day lodging and parking accommodations for Mackenzie DeHaan, DNA Technical Leader, who visits the District from the North Carolina Dept. of Justice State Crime Lab to conduct an external QAS audit of the Forensic Science Laboratory's Forensic Biology Unit.

Grant procurement of airline ticket for Michael Adjei to travel to conference in Atlanta 8/29/22 to 8/31/22.

Grant procurement of hotel charges for BT Coordinator, Michael Adjei to attend Biosafety conference in ATL. 8/29-8/31, 2022.

Flight for attendance at Sciex training. Price of flight decreased between submission of request packet and time of booking.

Hotel for attendance at Sciex training.

This training will provide the opportunity for Mr. Jackson to enhance his capability with one of the Agency's most advanced mass spectrometer, thereby strengthening the Clinical Toxicology Unit's capability to provide supportive and effective biomonitoring and drug screening services to DC.

Flight for APHL conference. The APHL conference is a hybrid event for the public health lab community, brings together leaders, scientists, influencers and partners to share issues, trends and best practices driving lab science and public health today. Dr. Raj will have the opportunity to interact with numerous colleagues from the public health labs, allowing him the opportunity to share and learn about innovative testing strategies for improving infectious disease diagnosis in the post-COVID era. PHL will continue to work with the DC Health epidemiologists in strengthening lab capacity for supporting infectious disease testing. Price of flight changed from time of submission of request form to time of booking.

Hotel for APHL conference, an event for the public health lab community that brings together leaders, scientist, influencers, and partners to share issues, trends and best practices driving lab science and public health today.

Transaction represents payment of American Airlines air fare for Quiyana Hall, 1 of 3 DFS officials' participation in the Association of Forensic Quality Assurance Managers (AFQAM) training conference in Pittsburgh, PA October 12, 2021

Transaction represents cost for lodging accommodations at the DoubleTree Hotel during Quiyana Hall's attendance at the Association of Forensic Quality Assurance Managers annual training conference October 12-15, 2021 in Pittsburgh, PA.

Transaction represents purchase of round trip air fare for Quiyana Hall's travel to Houston, TX with DFS Management Team.

Transaction represents airline baggage check 1-way during Houston, TX travel by DFS Executive Team member Quiyana Hall.

Transaction represents airline baggage check 1-way during Houston, TX travel by DFS Executive Team member Quiyana Hall.

Transaction represents purchase of 1 airline baggage check 1-way during travel to Houston, TX by DFS Executive team member Quiyana Hall.

Transaction represents United Airlines' one-way fee paid on behalf of Quiyana T. Hall to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston

Transaction represents United Airlines' one-way fee paid on behalf of Quiyana T. Hall to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center.

Transaction represents 2-night lodging arrangements at Whitehall Houston Hotel for Quiyana Hall during DFS Executive Team's visit to the Houston Forensic Science Center in Houston,

Transaction represents lodging and parking (\$159 + \$12) for DFS Attorney Advisor Rachel Coll, one of four DFS officials who traveled to West Virginia to visit the university's Dept. of Forensic & Investigative Science to engage a dialogue of current lab best practices to supplement DFS recovery strategies to regain lab accreditation.

Grant procurement of Airfare for Rachel Toshcoff to attend Safety Conference.

Grant deposit for hotel stay for Rachel Toshkoff. She will be attending National Safety Conference in San Diego, CA 9/19/22 - 9/22/22.

DFS Forensic Scientist Samantha Leach is scheduled to present in a workshop ("Public Health Initiatives Informing Forensic Laboratory Practice,") at the American Academy of Forensic Sciences Annual Conference in Orlando, FL. Transaction represents round trip airfare from Washington, DC to Orlando, FL

Flight to APHL conference. The APHL conference is a conference for the public health lab community to share research and resources on emerging trends in public health. Dr. Nguyen will be presenting a professional poster at the conference.

Hotel for APHL conference, an event for the public health lab community that brings together leaders, scientist, influencers, and partners to share issues, trends and best practices driving lab science and public health today. Session topics explore public health lab issues, trends and technology related to COVID-19 and other emerging infectious diseases, environmental health, emergency preparedness, quality systems and safety, informatics, food safety, newborn screening and global health. Dr. Nguyen will be presenting a professional poster at the conference.

Hotel for APHL conference, an event for the public health lab community that brings together leaders, scientist, influencers, and partners to share issues, trends and best practices driving

Transaction represents lodging and parking (\$159 + \$12) for DFS Chief Information Officer Thomas Fontenot, one of four DFS officials who traveled to West Virginia to visit the

Transaction represents purchase of round trip air fare for Vanessa Natale who will travel to Houston, TX with DFS Executive Team.

Transaction represents purchase of round trip airline ticket for Vanessa Natale's travel to Houston, TX with DFS Executive Team.

Transaction represents baggage check for one-way travel to Houston, TX by DFS Executive Team member Vanessa Natale.

Transaction represents payment of baggage check during travel to Houston Texas by DFS Executive Team member Vanessa Natale.

Transaction represents United Airlines' one-way fee paid on behalf of Vanessa Natale to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston

Transaction represents United Airlines' one-way fee paid on behalf of Vanessa Natale to obtain an advance seat assignment during round-trip travel to Houston, Texas to visit Houston Forensic Science Center.

Transaction represents 2-night lodging arrangements at Whitehall Houston Hotel for Vanessa Natale during DFS Executive Team's visit to the Houston Forensic Science Center in Houston, Texas.

Transaction represents airline baggage check 1-way during Houston, TX travel by DFS Executive Team.

Flight for professional forum

Travel for professional forum

Flight to attend the STACS DNA & Forensics User Conference. The STACS DNA Software program provides integral support to the day-to-day operations of the Forensic Biology Unit (FBU). As this system was built from the ground up to manage and maintain FBU laboratory operations, it is critical to ensure that the FBU is utilizing the most up-to-date and optimized version of this software. This training would provide integral updates and information as well as establish collaborative inter-laboratory partnerships to ensure that the FBU is using STACS. The APHL Annual Conference, a virtual event for the public health laboratory community, brings together leaders, scientists, advocates, and partners to share issues, trends and best practices driving laboratory science and public health today.

The APHL Annual Conference, a virtual event for the public health laboratory community, brings together leaders, scientists, advocates, and partners to share issues, trends and best practices driving laboratory science and public health today.

Hotel overcharged and issued refund. See transaction #3596039133001 for details.

Hotel for APHL conference, an event for the public health lab community that brings together leaders, scientist, influencers, and partners to share issues, trends and best practices driving lab science and public health today. Session topics explore public health lab issues, trends and technology related to COVID-19 and other emerging infectious diseases, environmental Refund for Transaction #3616108945001 duplicate charge.

Duplicate charge of Transaction ID # 3616108946001
Refund has been provided. See Transaction ID #3616108944001

Refund for hotel parking fees; see transaction #3616108943001.

Hotel for Forensic Investigations Conference.
DFS provides forensic services to MPD. DFS's attendance along with MPD at this conference will promote collaboration between the agencies, as well as strengthen DFS's ability to understand and meet the forensic service needs of our law enforcement partners. It will also provide opportunity for DFS to gain info and resources to further enhance our current forensic Accidental charge by Hilton. Full refund submitted to Peard on 7/26/22. See attachment for proof of refund.

CREDIT INFO...
Original Merchant HILTON CHI OAK BRK H
Customer Code
Micro Reference 75306372209264600006958
Authorization Number
Transaction ID 3702569884001
Refund from accidental charge - see Transaction #3695371300001.

Train to attend conference. Price went up from time of request to time of booking.
DFS's attendance at the Forensic Investigations Conference (FIC) along with MPD will promote collaboration between the agencies as well as strengthen DFS's ability to understand and meet the forensic service needs of our multiple law enforcement partners. Ms. Hopkinson's attendance at this conference will also provide an opportunity for DFS to gain info and resources to further enhance our current forensic programs to generate actionable forensic intelligence to drive investigations, establish linkages of crime patterns, exonerate the innocent, and identify true perpetrators of violent crime.

Hotel credit applied to government card. Traveler's room service order was placed on government card and hotel issued credit. \$27.72 was applied to traveler's personal card.

Original charge is found on Transaction ID 3749372274001

Fund: 1010001
Program: 800151
Cost Center: 80210
PHEP grant procurement of airline ticket for Chemist to travel to conference in Lansing, MI. Do not have PCA and index code equivalent. See the following PHEP grant attributes: Cost Center 70062, Account 7131011, Project 400498, Fund 200, Program 700045.

Grant procurement of hotel stay for Chemist that traveled to Lansing, MI. for a technical meeting. Do not have PCA and index code equivalent. See the following PHEP grant attributes: Cost Center 70062, Account 7131011, Project 400498, Fund 200, Program 700045.
Credit returned from Transaction ID 3827102745001
Grant procurement credit of hotel stay for Chemist that traveled to Lansing, MI. for a technical meeting. Credit is returned from advanced deposit. Do not have PCA and index code equivalent. See the following PHEP grant attributes: Cost Center 70062, Account 7131011, Project 400498, Fund 200, Program 700045.
This is a credit related to original Transaction ID 3813006150001

A list of all employees who receive cellphones or similar communications devices at agency expense.

- Please provide the total cost for mobile communications and devices at the agency for FY 2022 and FY 2023 to date, including equipment and service plans.

- *FY22 \$88,293.85*
- *FY23 to date \$7,743.84*

*Kristina Baboolal
Erika Petty
James Fields
Michael Tolliver
Stephen Milligan
Edward Shymansky
Mahkaping Feko
Sara Hooe
Candice Daniel
James Holder
Samantha Bischof
Dereje Tekle
Eric Vaughn
Nathan Williams
Gretchen Brumley
Stephon Woodland
Jocelyn Hauser
Joseph Starnier
John Tuller
William Berry
Nathaniel Covington
Sergio Becerra
Elyssa Hartsock
Jessica Lowry
Keith Slaughter
Rita Gray-DeSilva
Michael Adjei
Brianna Johnson
Erin Daniels
Shyanne Carpenter
Jameel Harris
Kristy Hopkinson
Dale Jennings
Danielle Yandura
Eric Smith
Ryan Miller
Takahara Barnes
Edward Hansohn
Rachel Farnsworth*

*Samantha Leach
John Allie
Janice Rojas
Kelly Wahl
Paige Cephas
Reginald Wilson
Christine Mastrovito
Sebastian St.Amand
Precious Patton
Rodney Langford
Brandy.S Cramer
Nakisha Younger
Anthony Crispino2
Jamal Hinkle
Trevor Heard
Rachel Coll
Dwayne Mitchell
Carrol Akanegbu
Victoria Manning
Vaibhav Bist
Denise Edwards
Leother Strong
Grant Greenwalt
Julie Ferragut
Pushker Raj
Andre Kimvilakani
Kaywe Mentore
Jennifer Himrod
Angelic Rountree
Tanisha Walker
Amanda Mendez
Leonard Falodun
Veronda Hazelton
Matthew Keisling
Adrian Lancaster
Channyn Williams
Berihun Taye
David Payne
Stacy Roundtree*

*Erin Price
Justin Jacob
Michael Concepcion
Kristine Tran
Jeanete Norris
Breanna Dibble
Laura MacBean
Artisha Carter
Stephanie Benner
Jacqueline Ojikutu
Ninotchka Sylvester
Guadalupe Ayala
DaRel Carney
LaShon Perkins
Barry Brokaw
Quiyana Hall
Renee Gordon
Carla Butler
William Sloan
Harry Alexander
Danielle Vann
Patty McMullen
Cleveland Weeden
Rashid Jones
Imani Thompson
Elizabeth Zelaya
Amal Hajjami
Uladzimir Salbukou
Danielle Yandura
Diana Jordan
Natasha Pettus
Vaibhav Bist
Chris Marshall
Patty McMullen
Katherine Morris
Todd Smith
Gabrielle Oglesby
Dayne Dixon
Natasha Pettus*

LABOR AGREEMENT



between the

Metropolitan Police Department

and the

National Association of
Government Employees (NAGE)

Local R3-05

Effective March 8, 2007 – September 30, 2010

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**ARTICLE 1
PREAMBLE**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

**ARTICLE 2
RECOGNITION**

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

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

**ARTICLE 3
WAGES AND OTHER BENEFITS**

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

**ARTICLE 4
NO STRIKE CLAUSE**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

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

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

Section 5

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

ARTICLE 5 MANAGEMENT RIGHTS

Section 1

The Metropolitan Police Department retains the sole right in accordance with applicable laws and rules and regulations:

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 6 RIGHTS OF EMPLOYEE REPRESENTATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

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

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

Section 10

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

Section 11

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

**ARTICLE 7
PROBATIONARY EMPLOYEES**

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

**ARTICLE 8
DUES**

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

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

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

**ARTICLE 9
UNION SECURITY**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

**ARTICLE 10
LABOR-MANAGEMENT COOPERATION**

Section 1

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

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

Section 2

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

Section 3

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

ARTICLE 11 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1 - Non-discrimination

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

Section 2 - Affirmative Action

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

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

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

ARTICLE 12 USE OF FACILITIES

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 13 CONTRACTING OUT

Section 1

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

Section 2

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

ARTICLE 14 EMPLOYEE LISTS

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

**ARTICLE 15
VACANCY ANNOUNCEMENTS**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

**ARTICLE 16
JOB DESCRIPTIONS**

Section 1

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

Section 2

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

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

Section 3

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

ARTICLE 17 REDUCTION IN FORCE

Section 1

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

Section 2

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

ARTICLE 18 SCHEDULING

Section 1 – Work Schedule

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

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

Section 2 – Changes In Work Schedule

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

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

Section 3 - Rest Periods

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

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

Section 4

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

ARTICLE 19 LEAVE

Section 1 – Annual Leave

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

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

the date(s) the leave is requested.

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

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

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

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

Section 2 – Sick Leave

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

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

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

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

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

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

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

Section 3 - Family and Medical Leave

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

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

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

Section 4 – Leave of Absences

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

Section 5 – Leave for Blood Donation

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

**ARTICLE 20
TRAINING**

Section 1 – Basic Training

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

Section 2 – Reassignments and New Assignments

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

Section 3 – Continued Training Opportunities

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

Section 4 – Career Training and Development

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

Section 5 – Funding

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

**ARTICLE 21
SAFETY AND HEALTH**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

**ARTICLE 22
PERSONNEL FILES**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

**ARTICLE 23
DISTRIBUTION OF CONTRACT**

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

**ARTICLE 24
DISCIPLINE**

Section 1

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

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

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

Section 2

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

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

Section 3

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

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

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

Section 4

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

Section 5

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

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

Section 6

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

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

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

Section 7

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

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

Section 8

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

Section 9

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

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

ARTICLE 25 GRIEVANCE PROCEDURE

A. PURPOSE

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

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

B. PRESENTATION OF GRIEVANCES

Section 1

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

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

Section 2

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

Section 3

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

Section 4

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

C. PROCEDURAL STEPS

Informal Step

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

Step 1

Section 1

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

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

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

Section 2

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

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

Step 2

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

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

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

D. GENERAL

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

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

Section 7

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

E. ARBITRATION

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

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

ARTICLE 26
DISTRICT PERSONNEL MANUAL

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

ARTICLE 27
SAVINGS CLAUSE

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

ARTICLE 28
DETAILS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

ARTICLE 29
DURATION AND FINALITY OF AGREEMENT

Section 1

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

Section 2

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

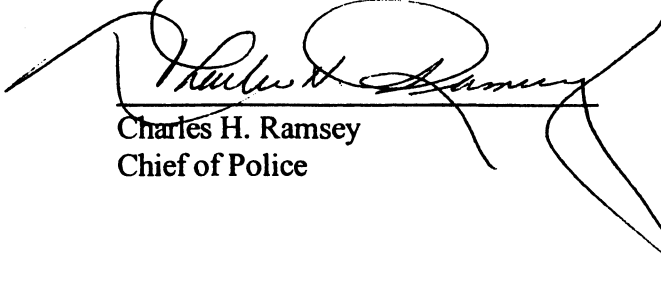
Section 3

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

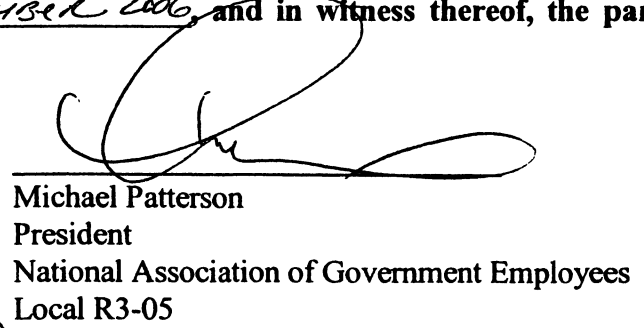
Section 4

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

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



Charles H. Ramsey
Chief of Police



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

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**COMPENSATION COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE DISTRICT OF COLUMBIA GOVERNMENT

AND

COMPENSATION UNITS 1 AND 2

**EFFECTIVE October 1, 2021, through
September 30, 2025**

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On-Call Notification Template
(July 26, 2010)

Appendix 1

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 2022:

In lieu of a wage-increase for FY 2022, employees will receive a three and one-half percent (3.5%) bonus payment. Bargaining unit employees actively on the payroll as of October 1, 2021, shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary as of October 1, 2021.

The payment will be made no later than ninety (90) days after the Council's approval of this Agreement.

SECTION B: FISCAL YEAR 2023:

Effective the first day of the first full pay period beginning on or after October 1, 2022, the FY 2023 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 two and a one-half percent (2.5%).

SECTION C: FISCAL YEAR 2024:

Effective the first day of the first full pay period beginning on or after October 1, 2023, the FY 2024 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 three percent (3.0%).

SECTION D: FISCAL YEAR 2025:

Effective the first day of the first full pay period beginning on or after October 1, 2024, the FY 2025 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 three percent (3.0%).

SECTION E: WITHIN GRADE INCREASES

All employees covered by this agreement shall progress through the salary scale and receive within grade step increases as described in Section 1127 of the District Personnel Manual. 6B DCMR §1127 (Transmittal No. 233, September 21, 2018).

**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 fifty (\$50.00) per month for employees who purchase and use such passes to commute to and from work. The metro transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia government.

**ARTICLE 3
PRE-PAID LEGAL PLAN**

SECTION A:

The Employer shall make a monthly contribution of seventeen dollars and fifty cents (\$17.50) for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, 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 \$650,000.00 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 2022, 2023, 2024 and 2025 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 2022 – FY 2025.

**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:

Optional Plan	Additional Coverage	Premium Amount
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 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 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: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

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

SECTION H: PRE-TAX BENEFITS:

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

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

SECTION I: RETIREMENT:

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

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

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

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

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

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

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

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

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

3. DEFINED CONTRIBUTION PENSION PLAN:

Section A:

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

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

hired on or after October 1, 1987, the District shall plan and implement an enhanced retirement program effective October 1, 2008. The enhanced program will consist of a deferred compensation component and a defined benefit component.

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

(b) Composition of the JLMTAPRC

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

(c) Responsibilities of the JLMTAPRC

The Committee shall be responsible to:

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

(d) Duration of the Committee

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

4. TIAA-CREF PLAN:

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

SECTION J: HOLIDAYS:

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

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Washington's Birthday, the 3rd Monday in February of each year;
- (d) Emancipation Day, April 16th;
- (e) Memorial Day, the last Monday in May of each year;
- (f) Juneteenth, June 19th
- (g) Independence Day, July 4th of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Indigenous Peoples' Day, the 2nd Monday in October of each year;
- (j) Veterans Day, November 11th of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year;
and
- (l) Christmas Day, December 25th of each year.
- (m) Inauguration Day, January 20th of each 4th 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 an employees assigned tour of duty 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 forty (40) hour work week. The unscheduled leave rule will not apply when an employee has worked (back-to-back shifts) 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 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 full calendar 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. The Employer will notify the employee of their sick leave incentive day(s) no later than March of each year. The incentive day(s) will also be credited to the employee's leave account no later than the end of April of each year. 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 2022, 2023, 2024 and 2025.

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. An employee is on-call when a determination has been made that the work of that position requires the employee to remain accessible and available to the point where his or her time cannot be used effectively for the employee's own personal purposes.

3. 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 regularly scheduled tour of duty, 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 actually 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. In the event a grievance alleges a violation affecting all members of Compensation Units 1 and 2, it will be sufficient to file the grievance directly with the Office of Labor Relations and Collective Bargaining within thirty (30) calendar days of knowledge of the alleged violation. Other than this possible variance in the filing deadline and receiving office, the applicable negotiated grievance procedure will remain in full force and effect.

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 actual 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.

Local environmental pay will only be paid to employees when the employee is in an active duty status. Local environmental pay will not be paid when an employee is on leave or teleworking.

SECTION C:

Employees as listed in Attachment 2, Approved Positions for Local Environmental Pay, of DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay, and any other employee including District Service (DS) employees as determined pursuant to Section D of this Article 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 DCHR Instruction No. 11B-90, Premium Pay – Local and Environmental Pay. The determination shall be issued by DCHR within ninety (90) calendar days of the submission of the request.

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

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 shall continue and will identify temporary and term employees whose current term and or temporary appointments extend through the term of this Agreement, 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 during the term of this Agreement, and are paid from appropriated funding to the career service..

SECTION D:

Prior to the end of the this 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, 2021, 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.

SECTION H:

District agencies will first post vacant career service positions internal to the Agency for bargaining unit term and temporary employees to apply and compete before posting the positions externally. There shall be no direct appointments.

**ARTICLE 18
ADMINISTRATIVE CLOSING**

SECTION A:

1. Employees designated as "Essential Employees" are those who work in critical District government operations that cannot be suspended or interrupted, even in the event of declared emergencies. "Essential Employees" must report to work as scheduled even when the government is administratively closed, during emergencies or other government closing. Once an employee has been notified by his/her employing agency that his/her position is designated as "Essential" no further notice is required as long as the employee continues to occupy the position designated "Essential".
2. Employees designated "Emergency Employees" are those who support certain critical government operations and functions necessary for the continuity of operations, including during declared emergencies. "Emergency Employees" may be required to work when a situation or condition occurs and result in early dismissal for other employees, government closing or during other emergencies.

Once an employee has been notified by his/her employing agency that his/her position is designated as "Emergency", the designation will remain in effect until the designation is terminated in writing.

3. As applicable, employees required to work when all other District Government employees are released for administrative closings, shall be compensated in accordance with the minimum standards established by the Fair Labor Standards Act, (FLSA), 29 U.S.C. § 2011, *et seq.*
4. As applicable, employees required to work when all other District Government employee are released as a result of an administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during the administrative closing.

SECTION B:

The determination as to whether the employee receives overtime or compensatory time will be at the time employee's election which shall be made before the work is performed. When elected, employees required to work when all other District Government employees are released for administrative closing shall earn compensatory time on an hour for hour basis.

**ARTICLE 19
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 20
DURATION**

This Agreement shall remain in full force and effect through September 30, 2025. On this ____ day of _____ 2022 , and as witness the parties hereto have set their signature.

APPENDIX 1

Management's Proposal

7/26/10

INSERT DATE

Firstname Lastname

Position/Title

Department/Division

RE: On-Call Notification

Dear Mr./Ms. Lastname:

You are hereby notified that you shall be placed in an "on-call" status effective **On-Call Dates** between the hours of **Start AM/PM** and **End AM/PM**. During the aforementioned hours, you are required to be available to report for work within a **reasonable time (not to exceed two hours)**. You are expected to be available by phone for the duration of the "on-call" period. You are expected to answer when called or return a call from INSERT AGENCY management within a reasonable amount of time (not to exceed **30 minutes**).

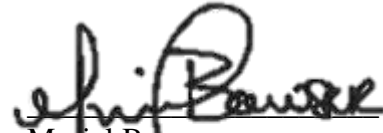
Sincerely,

SUPERVISOR/MANAGER NAME

SUPERVISOR POSITION/TITLE

APPROVAL

This collective bargaining agreement between the District of Columbia and Compensation Units 1 and 2, dated 05/14/2022, 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 14 day of May , 2022.



Muriel Bowser
Mayor

Compensation Units One and Two Collective Bargaining Agreement

On this 14 day of May, 2022, as witnesses the parties hereto have set their signatures.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**



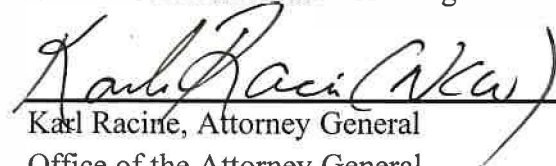
Lindsey Maxwell, Director
Office of Labor Relations and Collective
Bargaining



Asha Bryant, Esq., Chief of Staff
Office of Labor Relations and Collective
Bargaining



M. Colleen Currie, Chief Administrative Law
Judge
Office of Administrative Hearings



Karl Racine, Attorney General
Office of the Attorney General



Barbara J. Bazron, Ph.D., Director
Department of Behavioral Health

Brendolyn McCarty-Jones, Labor Liaison
Department of Behavioral Health

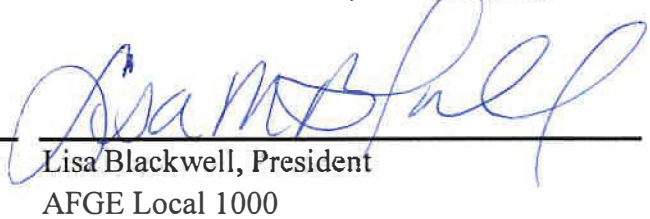
FOR THE LABOR UNIONS



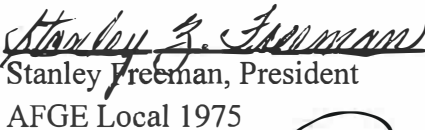
Lee Blackmon, NAGE Chief Negotiator
Director, NAGE/SEIU, Federal Division

Robert Hollingsworth, AFSCME Chief
Negotiator
Executive Director, AFSCME Council 20

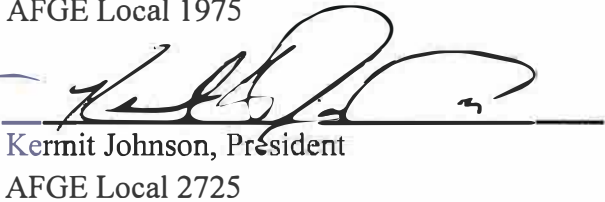
Ottis Johnson, AFGE Chief Negotiator
National Vice President, AFGE District 14



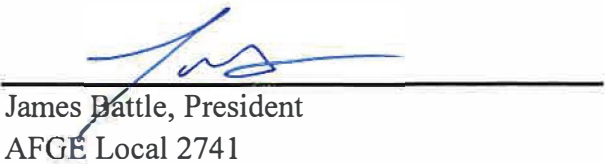
Lisa Blackwell, President
AFGE Local 1000



Stanley Freeman, President
AFGE Local 1975





Kermit Johnson, President
AFGE Local 2725

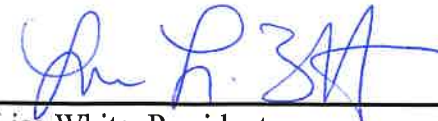



James Battle, President
AFGE Local 2741


Dr. Robert Holman, Medical Director
Fire and Emergency Medical Services
Department

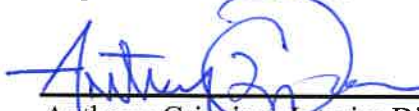

Debbie Knox, President
NAGE Local R3-07



India Daniels, Labor Liaison
Fire and Emergency Medical Services
Department


Lisa White, President
NAGE Local R3-08

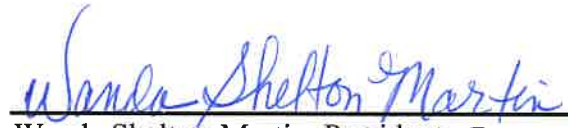
Dory Peters

David Do, Director (Interim)
Department of For-Hire Vehicles


Latoya McDowney, President
NAGE Local R3-09


Anthony Crispino, Interim Director
Department of Forensic Sciences

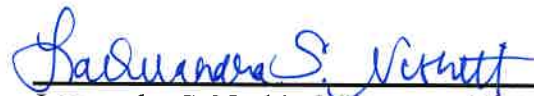

Perlieshia Gales, President
NAGE Local R3-11


Keith A. Anderson, Director
Department of General Services


Wanda Shelton-Martin, President *Executive Director*
NUCHHCE 1199
NUHCE, 1199 DC, AFSCME

Ronald Thaxton, Labor Liaison
Department of General Services

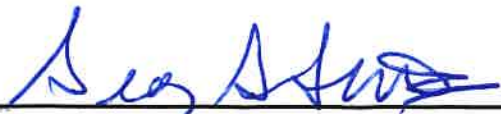
Larry Doggette, President
Public Service Employees Local 572



Laquandra S. Nesbitt MD, MPH, Director
Department of Health

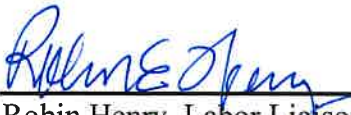

Lisa Wallace, Vice President (Acting)
SEIU 1199

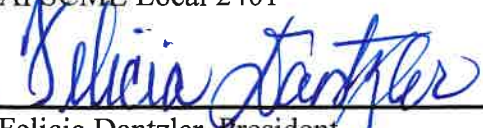
David Memnon, Labor Liaison
Department of Health


John Gibson, President
Teamsters Local 639

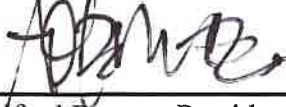

George Schutter, Chief Procurement Officer
Office of Contracting and Procurement



Wayne Enoch, President
AFSCME Local 2401


Robin Henry, Labor Liaison
Office of Contracting and Procurement


Felicia Dantzer, President
AFSCME Local 2743

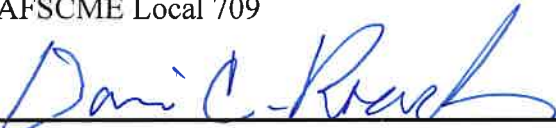

Thomas N. Faust, Director
Department of Corrections

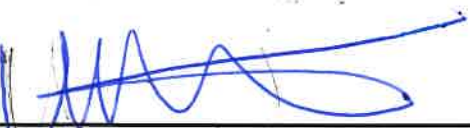

Alfred Barnes, President
AFSCME Local 2776



Paulette Johnson, Labor Liaison
Department of Corrections


Debra Walker, President
AFSCME Local 709


Andrew Reese, Director
Department on Disability Services


Darrin Roach, President
AFSCME Local 877


Unique N. Morris-Hughes, Director
Department of Employment Services

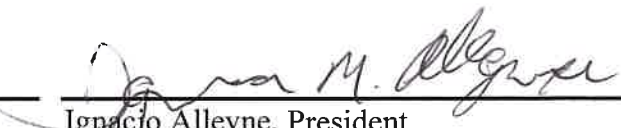

Joseph Alexander, Chairperson
FOP-Corrections **NWAIZUGBO. LIVINUS**


Derrick Hunter, Chairperson
FOP-DC Protective Services

Tracey Langley, Labor Liaison
Department of Employment Services


Regina Robinson, Chairperson
FOP-DYRS

Tommy Wells, Director
Department of Energy and Environment


Ignacio Alleyne, President
NAGE Local R3-05

S | *Angie M. Gates*

Angie M. Gates, Director
Office of Cable Television, Film, Music and
Entertainment

Steven Johnson

Dr. Steven Johnson, Labor Liaison
Office of Cable Television, Film, Music and
Entertainment

Lindsey Parker, Director
Office of the Chief Technology Officer

Pamela Brown, Esq., General Counsel
Office of the Chief Technology Officer

Robert L. Matthews

Robert L. Matthews, Director
Child and Family Services Agency

Allison Fax

Allison Fax, Labor Liaison
Child and Family Services Agency

Ernest Chrappah, Director
Department of Consumer and Regulatory
Affairs

Donald Tatum

Donald Tatum, Labor Liaison
Department of Consumer and Regulatory
Affairs

Carrol Ward, President
AFGE Local 2978

Aretha Lyles

Aretha Lyles, President
AFGE Local 3721

Kenneth A. Pitts

Kenneth Pitts, President
AFGE Local 383

Barbara Milton

Barbara Milton, President
AFGE Local 631

Deborah D. Williams

Deborah Williams, President
AFSCME Local 1200

Mathew Williams


Mathew Williams, President
AFSCME Local 1808

LaVerne Gooding-Jones

LaVerne Gooding-Jones, President
AFSCME Local 2087

Kevin Hooks, President
AFSCME Local 2092

Dr. Christopher Rodriguez, Director
Homeland Security and Emergency
Management Agency


Ritchie Brooks, President
Teamsters Local 730

Drew Hubbard, Interim Director
Department of Housing and Community
Development


Kevin Pogue
AFSCME local 2091

Hnin Khaing, Director
Office of Human Rights

Ayanna Lee, Labor Liaison
Office of Human Rights


Laura Green Zeilinger, Director
Department of Human Services

Tammyjo Scriven, Labor Liaison
Department of Human Services

Karima Morris Woods, Commissioner
Department of Insurance, Securities, and
Banking

Katrice Purdie, Labor Liaison
Department of Insurance, Securities, and
Banking



Michael A. Carter, Director
Department of Public Works



Jerome Williams, Labor Liaison
Department of Public Works



Jed Ross, Chief Risk Officer
Office of Risk Management



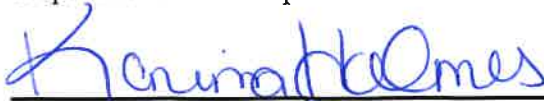
Dr. Christina Grant, State Superintendent of
Education
Office of the State Superintendent of
Education

Quiyana Hall, Labor Liaison
Office of the State Superintendent of
Education



Everett Lott, Director
Department of Transportation

Leah Brown, Labor Liaison
Department of Transportation



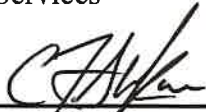
Karima Holmes, Director
Office of Unified Communications



Ingrid Jackson, Labor Liaison
Office of Unified Communications



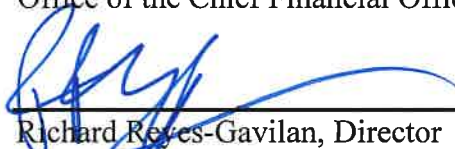
Hilary Cairns
Department of Youth and Rehabilitation
Services



Trey Stanback, Labor Liaison
Department of Youth and Rehabilitation
Services

Fitzroy Lee, Acting Chief Financial Officer
Office of the Chief Financial Officer

LaSharn Moreland, Labor Liaison
Office of the Chief Financial Officer



Richard Reyes-Gavilan, Director
DC Public Library

Veronica Ahern, Executive Director
Public Service Commission


Richard Beverly, Labor Liaison
Public Service Commission



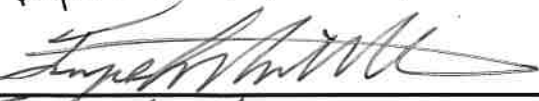
Ronald Mason, Jr., J.D., President
University of the District of Columbia

Wayne Turnage, Director
Department of Health Care Finance

Felicia Rothchild, Labor Liaison
Department of Health Care Finance




Jessica Gray, Labor Liaison / Human Capital Administrator
Department on Disability Services




TANYA L. MITCHELL
LABOR LIAISON
HOMELAND SECURITY AND
EMERGENCY MANAGEMENT
AGENCY

Gabriel Robinson, Director
Department of Motor Vehicles


Odessa Nance, Labor Liaison
Department of Motor Vehicles


Robert J. Contee III, Police Chief
Metropolitan Police Department


Mark Viehmeyer, Labor Liaison
Metropolitan Police Department

Delano Hunter, Director
Department of Parks and Recreation

Amy Caspari, Labor Liaison
Department of Parks and Recreation


Anita Cozart, Interim Director
Office of Planning

Sandra Harp, Labor Liaison
Office of Planning

Lewis D. Ferebee, Chancellor
District of Columbia Public Schools

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

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

System Name	Description	User Base	Age of the System	Upgrade Plans	Data Sensitivity
JusticeTrax LIMS	JTLIMS is a comprehensive case management software tool that integrates evidence tracking, analytical results and lab management information including chain-of-custody	FSL and CSSU	>10	Currently upgrading from version 3.7 to 3.84 and automating STACS, STRmix and Mideo.	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.
Horizon LIMS	Horizon LIMS is a comprehensive case management software tool that integrates multi-disciplinary diagnostic capabilities ranging from sample collection, testing, and analysis, through to final reporting and audits.	PHL	>10	Updated annually, currently discussing integrating with external partners within the DMV	This dataset contains Personally Identifiable Information (PII) and Health Insurance Portability and Accountability Act (HIPAA) protected information. This information is also exempt from public disclosure under D.C. Code § 2-534(a)(2).

System Name	Description	User Base	Age of the System	Upgrade Plans	Data Sensitivity
STACS DNA	STACS is DNA software used for end-to-end sample tracking, documentation, and control. It is intergrated with JTLIMS	FSL	7	Current plans are to integrate with the new version of JTLims	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.
STRMix	Biological DNA modeling software	FSL	>10	Current plans are to integrate with the new version of JTLims	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.
Mideo Caseworks	Latent fingerprint case management software platform	FSL	>10	Current plans are to upgrade to the newest version and to integrate with the new version of JTLims	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.

System Name	Description	User Base	Age of the System	Upgrade Plans	Data Sensitivity
Nextgen/Mirth	Electronic Health Records software used for HL7 messaging with CDC	PHL	9	Updated regularly, currently in maintenance mode	This dataset contains Personally Identifiable Information (PII) and Health Insurance Portability and Accountability Act (HIPAA) protected information. This information is also exempt from public disclosure under D.C. Code § 2-534(a)(2).
osTicket	Helpdesk ticketing and management software. Used to receive and queue requests for IT and Ops services	All	>10	Current plans are to sunset osTicket and move the helpdesk functions to OCTOs Service Now platform.	This dataset contains system account information, including user names and passwords, IP addresses, and other sensitive information regarding DFS systems and networks.
BioNumerics	BIONUMERICS software combines information from various genomic and phenotypic sources into one database and allows the agency to conduct conclusive analyses against that data.	PHL	>10	Updated regularly, currently in maintenance mode	This dataset contains Personally Identifiable Information (PII) and Health Insurance Portability and Accountability Act (HIPAA) protected information. This information is also exempt from public disclosure under D.C. Code § 2-534(a)(2).
Digital Information Management System	DIMS is a comprehensive digital case management system that stores and manages our digital crime scene evidence such as; digital photographs, audio, and video from a variety of sources.	CSSU	>10	Currently exploring upgrade options and high-availability	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.

System Name	Description	User Base	Age of the System	Upgrade Plans	Data Sensitivity
TruView Global	Crime Scene digital 3D scanning software.	CSSU	>10	Updated regularly, currently in maintenance mode	This dataset contains Law Enforcement Sensitive, Personally Identifiable Information (PII) and Sealed court records. Unauthorized disclosure could potentially cause major damage or injury, including death, to residents, agency workforce members, clients, partners, stakeholders, or others identified in the information, or otherwise significantly impair the ability of the agency to perform its statutory functions.
CLC Genome	CLC Genome is a complete toolkit for genomics, transcriptomics, epigenomics, and metagenomics.	PHL	5	Updated regularly, currently in maintenance mode	This dataset contains Personally Identifiable Information (PII) and Health Insurance Portability and Accountability Act (HIPAA) protected information. This information is also exempt from public disclosure under D.C. Code § 2-534(a)(2).
Qualtrax	Qualtrax is a software platform that supports agency compliance through accreditation management, document management, process management, and training/testing management.	All	2	Recently upgraded from on-premises to vendor-managed cloud hosting.	This dataset contains laboratory operational manuals, quality control documents, workflows and quality actions.
Quicksight	AWS Quicksight is a BI tool used to collect, transform and visualize agency data	All	<1	Currently migrating existing dashboards to Quicksight. Public access to high-level data is possible in the future	

Sexual Harassment Reports and Investigations

I-2019-21

Effective Date:

Dec. 31, 2019

Expiration Date:

When Superseded

Chapters:

[16](#) [18](#)

[Contents](#) »

Overview

NOTE: This issuance supersedes DPM issuance No. I-2018-8, Sexual Harassment Reports and Investigations, dated April 25, 2018.

The District of Columbia government is committed to maintaining a safe work environment free from harassment, abuse, and intimidation for all its employees. This issuance defines sexual harassment and provides steps employees must take to report incidents of misconduct. This issuance also outlines how agencies should handle and investigate sexual harassment reports. This issuance provides updates to include additional information for Sexual Harassment Officers (SHO) including clarification on the investigation process and report.

Maintaining an Environment Free from Sexual Harassment

The District government reaffirms its commitment to maintaining a harassment-free work environment.

The Mayor established a policy and related procedures mandating that workplaces be free from all forms of sexual harassment (Mayor's Order 2017-313). This policy protects individuals from workplace sexual harassment whether they are employees, contractors, interns, applicants for District government employment, or any other persons engaged by the District of Columbia government to provide permanent or temporary employment services. The District's laws and policies also prohibit retaliation against anyone who reports harassment or participates in an investigation.

Sexual Harassment Defined

Sexual harassment is unwelcome conduct of a sexual nature based on one's sex, or perceived sex, that affects the terms or conditions of employment. When unwanted sexual conduct impacts a job-related decision, such as assignments, training opportunities, promotions or firing, or when the conduct creates a hostile work-environment because it is severe or pervasive, it is considered sexual harassment.

Sexual Conduct Relating to Job Benefits (Quid Pro Quo)

A supervisor engages in quid pro quo sexual harassment when they make unwelcomed sexual advances, requests for sexual favors, or engage in other verbal or physical conduct of a sexual nature, based on an employee's sex or perceived sex, and uses that person's submission or rejection of such conduct as the basis for job-related decisions. For example, sexual harassment may occur when there is an expectation that an employee will receive a job-related benefit if they submit to the sexual conduct.

Hostile Work Environment

An individual creates a hostile work environment based on a person's sex or perceived sex if they subject the person to unwelcome sexual conduct, and this conduct is severe or pervasive enough to affect a term, condition, or privilege of employment. For example, an individual may create a hostile work environment for their coworker by constantly using unwelcome, sexually degrading language to describe an individual or by describing their own sexual experiences. The District government strongly discourages sexual conduct in the workplace even if these activities are between two consenting parties, as this conduct has the potential to create a hostile work environment for third parties who find these behaviors uncomfortable or offensive.

- *Pervasive conduct.* Sexual or romantic comments or gestures are unwelcome when an employee finds them to be offensive rather than flattering or innocent. Different people have different sensitivities. A single offensive comment will not usually rise to the level of "sexual harassment." However, if an employee asks that the comments stop but the comments persist, the conduct can be deemed "pervasive."
- *Severe conduct.* Some conduct is so severe that a single occurrence can constitute sexual harassment. Severe conduct has sexual or romantic overtones and would offend a reasonable person. This type of conduct is always unacceptable in the workplace. Examples of severe conduct include:
 - Sexually assaulting an employee;
 - Displaying sexual organs in any manner;
 - Using sexually oriented language to criticize or otherwise degrade an employee or a class of people.

Designating a Sexual Harassment Officer

To assist employees and agencies with accepting, receiving, reviewing, and investigating sexual harassment complaints, Mayor's Order 2017-313 requires that all agencies designate a Sexual Harassment Officer (SHO). Agencies are also required to designate an office or alternate person for when the SHO is unavailable. Agencies must submit the names of their designees to OHR and DCHR via email at OHR@dc.gov and DCHR@dc.gov, or at any other email address designated by OHR or DCHR, with the subject line, "[Agency Name] - SHO Designations." If an agency makes any changes to the SHO designation, they must notify both agencies within 10 business days.

***NOTE:** When agreed upon, smaller agencies may utilize SHOs from larger agencies, or make other mutually agreeable arrangements for designating SHOs. Regardless, the names of all designees must be sent to OHR and DCHR.*

Who Can an Agency Designate as a SHO?

Agencies can designate SHOs at their discretion so long as the designee is competent in Equal Employment Opportunity (EEO) laws and has no inherent conflict of interest. Due to their role in advocating for, or defending the agency, DCHR recommends that agencies do not select the General Counsel, or attorneys in an agency's Office of General Counsel, to serve as the SHO. OHR may have additional information and guidance on SHO designations.

Since the SHO will investigate allegations of a very sensitive nature, agencies must designate employees with specific criteria in mind. When designating employees to serve as a SHO, the agency should designate someone with:

- **Experience** – individuals designated as SHOs should have experience investigating complaints or have related education and training. For example, experienced investigators know what to look for, how to find it, and how to analyze what they find;
- **Impartiality** – individuals serving as SHOs must be perceived in the workplace, and by the parties to the complaint, to be fair and objective; and
- **Professionalism** – individuals investigating sexual harassment complaints must perform their responsibilities with the utmost professionalism, without interference from personal feelings or bias. While investigating these complaints, the SHO should maintain the confidentiality and integrity of the process to the fullest extent possible.

Individuals who may be ideal designees include:

- HR Advisors or HR Managers;
- Individuals competent in or familiar with EEO provisions;
- Individuals experienced in conducting investigations; or
- EEO Officers or former EEO Counselors.

Providing the Contact Information of Sexual Harassment Officers

To ensure that employees know who to contact for sexual harassment concerns, agencies must post the names and contact information of their SHO and alternative contact in a high visibility or high traffic area (e.g., a break room). Employees may also obtain their Sexual Harassment Officer's contact information from their agency's Equal Employment Opportunity (EEO) Officer, Human Resources (HR) office, or the Office of Human Rights. DCHR also maintains a list of Sexual Harassment Officers on its website at <https://dchr.dc.gov/sexual-harassment>.

Reporting Sexual Harassment

All District of Columbia employees are responsible for ensuring a workplace free of harassment. To that end, all employees who know of incidents of sexual harassment, or know of conduct of a sexual nature that could create an intimidating, hostile, or offensive work environment should report the situation immediately as outlined below. Agencies should protect the confidentiality of all aspects of the harassment complaints and those reporting such complaints, to the greatest extent possible consistent with the investigation and resolution of the complaints.

Alleged Victims of Sexual Harassment

Alleged victims of sexual harassment should report the harassing behavior to one of the following individuals within their agency **as soon as possible**:

- The alleged victim's manager or supervisor,¹ or the manager or supervisor of the alleged harasser;
- Sexual Harassment Officer;
- Alternate SHO or Office; or
- General Counsel.

If victims require assistance or are not able to report to one of the individuals above, they may contact the Sexual Harassment Officer Program Coordinator at the D.C. Department of Human Resources at dchr.sho@dc.gov.

Witnesses to Sexual Harassment

Employees have a responsibility to report incidents of sexual harassment or behavior that may create an intimidating, hostile, or offensive work environment. Witnesses should report incidents to the following individuals within their agency:

- The witness' manager or supervisor^[1], or the manager or supervisor of the alleged harasser;
- Sexual Harassment Officer;
- Alternate SHO or Office; or
- General Counsel.

NOTE: *If the employee does not feel comfortable reporting to the SHO or the alternate SHO, the employee may report to a manager or supervisor; however, unless there is a conflict of interest with the SHO, these individuals will communicate the employee's allegations to the SHO, who will ultimately investigate the matter.*

[1] *If the alleged harasser is the employee's supervisor, the employee may report the misconduct to the alleged harasser's supervisor or to the agency's Sexual Harassment Officer.*

Rights Under the D.C. Human Rights Act

In addition to reporting to an agency SHO, or other individual as identified above, under the D.C. Human Rights Act alleged victims may file a claim of sexual harassment with an EEO Counselor, directly with the Office of Human Rights (without going through EEO counseling) or in court.

Filing an Administrative Complaint with the D.C. Office of Human Rights

- An individual may file an administrative complaint of sexual harassment with the Office of Human Rights (OHR) within 1-year of the incident(s) or discovery of the incident(s).
- Reporting incident(s) of sexual harassment to the Agency's SHO does not constitute reporting a complaint of sexual harassment with OHR. Therefore, reporting an incident to the SHO also does not toll (or delay) the deadline for reporting a complaint to OHR.
- Reporting incident(s) of sexual harassment to the Agency's SHO does not limit or delay the individual's right to file a complaint with the Office of Human Rights, as both processes can run parallel to each other.
- Please note that an individual is not required to report an allegation of sexual harassment to an Agency EEO Counselor, as required for other EEO claims (e.g., retaliation), prior to filing a claim at OHR. Individuals may file directly with OHR within the timeframe noted above.

Filing a Civil Action in Court

- An individual may file a complaint of sexual harassment with the D.C. Superior Court within 1-year of the alleged harassment or discovery of the incident(s).
 - Reporting the incidents of sexual harassment to the Agency's SHO does not limit or delay the individual's right to file in D.C. Superior Court, as both processes can run parallel to each other.
-

Handling Reports of Sexual Harassment

Managers, Supervisors, and HR Officials

Managers, supervisors, and HR officials who receive reports of alleged sexual harassment must immediately relay the report to the agency's Sexual Harassment Officer and take any appropriate remedial actions, after consulting with the agency General Counsel.

Sexual Harassment Officers

The role of the SHO is to accept, review, and investigate sexual harassment claims by gathering information and preparing a written report outlining the investigation, the facts gleaned from the investigation, and any recommendations within 60 days after a claim is reported. Upon receiving a report of potential sexual harassment, the SHO must:

1. Gain a full understating of the complaint;
2. Immediately notify the General Counsel, who must notify the Director of the Mayor's Office of Legal Counsel within 3 days;
3. Acknowledge receipt of complaint, notify the complainant that the matter is being investigated, and contact the complainant to gather more information;
4. Make any additional required communications to, for example, gather relevant facts through documentation and interviews;
5. Investigate; and
6. Prepare and deliver a report to the agency Head or designee on the investigation.

Maintaining Confidentiality

Any individuals involved in investigating reports of alleged sexual harassment must take reasonable steps to ensure that the details of the complaint and investigation remain confidential, especially when information pertaining to a sexual harassment complaint changes hands or is shared as part of an investigation. Failure to safeguard confidential information can result in corrective or adverse action, up to and including separation.

Notwithstanding the confidentiality requirement, the alleged harasser is entitled to notification of the allegations and must be given an opportunity to respond. Additionally, the confidentiality requirement should not prevent an agency from reporting a suspected illegal or improper act, such as sexual assault, to the appropriate enforcement authority, or from cooperating in any related investigation.

All information obtained in the investigation shall be used by the SHO only for purposes of the investigation.

Complaints Against Senior Officials

Complaints against certain senior officials (specified below) must be referred to specific government officials for review. The following chart outlines these requirements.

If the complaint is against...	
Employees with the Mayor's Office of Legal Counsel	Refer the report to the Mayor's General Counsel.
An Agency Director	Refer the report to the SHO for the appropriate Deputy Mayor; the complaint should also be reported to the Mayor's General Counsel if the complaint is against an agency Director appointed by the Mayor.
A Deputy Mayor	Refer the report to the SHO at the Office of the City Administrator.
The City Administrator	Refer the report to the Mayor's General Counsel.
The Mayor's General Counsel	The matter shall be handled by an independent consultant.
The Mayor	The matter shall be handled by an independent consultant.

Investigating the Complaint

Once a SHO has received a complaint of sexual harassment, they are required to immediately begin the investigation process, which must be completed within 60 days of the complaint. The following are nine steps that should be part of any successful investigation:

1. Define the Scope of the Investigation;

2. Recommend Immediate Action to the Agency Director or General Counsel (such as temporary employee reassignments), if needed;
3. Conflict of Interest Determination;
4. Plan the Investigation;
5. Conduct Interviews (if possible, record all interviews);
6. Gather Documents and Other Evidence;
7. Evaluate the Evidence;
8. Document the Investigation; and
9. Report to the agency Head, or their Designee, on the investigation, including what the investigation entailed and what details or information were confirmed (or not confirmed) by the evidence.

The SHO is responsible for conducting the investigation and completing the investigation report, which the SHO will provide to the agency Head or their designee only. At various times during this process, the SHO may seek guidance or support from the agency General Counsel. For example, the SHO may seek the General Counsel's assistance to gain access to relevant information in the possession of a sister agency (such as email records from OCTO), to act to ensure the cooperation of agency witnesses, or to prevent an employee's interference with the investigation.

Step 1. Define the Scope of Investigation

In general, SHOs should take all allegations of sexual harassment seriously and conduct thorough and complete investigations. However, situations may arise when the alleged conduct is of a nature that does not require an extensive investigation to disclose the facts. For example, all parties may agree as to the circumstances of the complaint, and thus the matter may be resolved quickly through informal discussions. Regardless of whether a full investigation is required, the SHO should speak with the relevant parties, document or record all information received, and document all efforts undertaken to address the matter.

Example 1: *An employee, on a single occasion, asks his co-worker to have dinner with him one night. The co-worker declines, saying she has a boyfriend. The employee replies: "He's a very lucky guy." This makes the co-worker uncomfortable and she reports the situation, even though the employee did not further pursue the matter.*

In this scenario, a full investigation is probably unnecessary. Instead, a discussion with the two parties, and possibly their supervisor, will likely provide the SHO with the facts and resolve the situation. The SHO should document such efforts and any resolution reached in the Investigation Report.

Step 2. Recommend Immediate Action to the Agency, If Needed

Pending the conclusion of a sexual harassment investigation, the SHO may consult with the General Counsel to recommend immediate workplace changes necessary to prevent further harm and to ensure the investigation is free from disruption. The most common action that may be taken is to separate the alleged harasser from the complainant (or vis-versa). If immediate action is needed, such action will be initiated by the agency General Counsel and should be processed in accordance with the District Personnel Manual and any applicable Collective Bargaining Agreement.

Avoid Retaliation Claims! *In many sexual harassment investigations, immediate action will need to be taken while the investigation is pending. However, such actions should not penalize the employee reporting the harassment or the alleged harasser. If the parties must be separated while the investigation is pending, reassigning the alleged harasser or placing him or her on administrative leave with pay is preferable to moving the reporting employee.*

Separating the Alleged Harasser from the Complainant

The agency must assess whether the alleged harasser should be separated from the complainant's work environment. It may be appropriate to take such a step when there are allegations of:

- Serious misconduct, such as sexual touching, sexual assault, violence, threats, or extremely abusive verbal harassment;
- An ongoing pattern of harassment; or
- Misconduct where the complainant(s) or witnesses appear intimidated by the alleged harasser.

As previously noted, moving the complainant may be perceived as retaliatory. The best way to avoid claims of retaliation is to temporarily reassign the alleged harasser in a reasonably comparable placement, even if in a different agency after consulting with DCHR, or place them on a temporary telework schedule or administrative leave with pay. If these steps are taken, the alleged harasser should be informed that the arrangement is temporary, that no conclusions have been reached as to the sexual harassment allegations, and that the action being taken is in no way punitive.

Removing the Complainant from the Work Environment

Sometimes, the complainant of alleged sexual harassment will ask to be reassigned or given time off pending the investigation. If this occurs, find out and document exactly why the employee wants to be taken out of the work environment.

If the alleged victim is experiencing trauma or other health-related issues because of the alleged sexual harassment, the agency should take appropriate actions as required or permitted by law to assist the employee. If the alleged harasser has threatened the complainant, or co-workers are shunning the complainant, this is information that should be immediately brought to the attention of the agency General Counsel. Whatever

the explanation, it is important to reiterate that retaliation by the alleged harasser or co-workers is not tolerated. Additionally, make the best arrangements to address the complainant's concerns. If the complainant is removed from the work environment, make sure that the employee can still be available to participate in the investigation.

NOTE: Expedite the investigation whenever one or more parties are reassigned or placed on administrative leave pending the investigation.

Criminal Allegations

Whenever a report of sexual harassment or subsequent evidence reveals potential criminal conduct, such as sexual assault, physical violence, or threats to do bodily harm, **stop the investigation and consult agency General Counsel immediately**. The agency's General Counsel, in consultation with the Mayor's Office of Legal Counsel, will determine whether law enforcement should be contacted and what other immediate steps must be taken. Do not conduct additional interviews or resume your investigation until you have consulted your agency General Counsel or the MOLC and received their approval to proceed. Failure to comply with this instruction may impact the criminal investigation and/or case of law enforcement officials.

Step 3. Conflict of Interest Determination

Generally, the agency's Sexual Harassment Officer (SHO) will investigate reports of sexual harassment. Smaller agencies are authorized to enter into cooperative agreements with other agencies if their staffing level does not allow for the appointment of a dedicated SHO. In these cases, the SHO investigating the report may be an employee from another agency. In the event of a conflict of interest, or of a claim of bias that could reasonably be raised against the impartiality of the assigned SHO, the assigned SHO should immediately notify the agency General Counsel to assist with identifying another SHO to conduct the investigation.

If another SHO is assigned to conduct the investigation, the original SHO should notify the complainant in writing of this change. The written notification should identify the new SHO as the formal contact for the investigation and as the individual who is conducting the investigation on behalf of the agency. The written notification is also useful for communicating to involved parties that an investigation is underway.

Step 4. Plan the Investigation

Before investigating, the SHO must plan how the investigation will be carried out. To do this, DCHR recommends completing the attached Investigation Plan (See Attachments 3 and 4). To complete the plan, the SHO will need to rely on the complaint of the complainant or third-party witness reports of the potential harassment.

Meet with the Complainant

The SHO must meet with the individual reporting the sexual harassment allegation. The individual may be an alleged victim, third-party witness or an individual to whom the allegation was reported. It is important to clarify the exact allegation from the individual making the report to the SHO. If they are not a witness to the allegation, the SHO should also make efforts to clarify the allegation from the original source of the complaint, which might be the alleged victim. These preliminary meetings are only for understanding the actual allegation. More thorough interviews of these individuals should occur as the investigation progresses.

Understand the Complaint First

Before drafting the investigation plan, the SHO must have some understanding of the complaint and allegations. Initially, the SHO should verify the allegations with the individual originally reporting the situation, and then brainstorm and try to answer the following types of questions:

- Who complained? Are there multiple complainants?
- What is the alleged misconduct?
- Were there job-related promises or threats (quid pro quo), or is this a hostile work-environment claim? Or were there both?
- Who is the alleged wrongdoer (their name, position)? Is there more than one harasser?
- How many incidents of harassment have been alleged?
- Where and when did the harassment take place?
- Have any potential witnesses been named?
- How did the harassment come to the attention of the SHO?

Finding the answers to the above questions will help the SHO decide who to interview, what documents and other evidence might be available, and what type of questions to ask witnesses.

TIP! Site visits are extremely helpful at placing investigations and evidence into context. Whenever the SHO determines that the environment may be relevant to the events, the SHO should make all reasonable efforts to visit relevant locations. For example, if the alleged harassment took place in an office, visit the office to see how it is laid out and where individuals sit relative to other employees.

Investigation Plan

After establishing the general nature of the complaint, and before contacting additional witnesses or gathering any documentary evidence, complete a draft investigation plan as thoroughly as possible. The draft plan can be used to communicate the scope of the investigation to necessary people. Keep in mind that the initial draft will be an incomplete plan and the SHO will further develop the plan as the investigation proceeds.

OVERVIEW

Each investigation plan should have an Overview section. Give the investigation a title, a description with key objectives, and the investigation scope.

BASIC INFORMATION

The Basic Information section provides the allegations. Describe what was alleged – who was harassed, by whom, when and how?

CHRONOLOGY

Supply a succinct chronology of alleged events leading to the investigation. This is not a chronology of the investigation; it is a chronology of the harassing behavior and how that behavior came to the attention of the SHO.

EVIDENCE

List any known direct and circumstantial evidence and potential witnesses. The list should be concise, but sufficiently descriptive to alert the reader as to the importance of the physical evidence or witnesses.

PLANNED INVESTIGATION ACTIVITY

This section lists events that will take place during the investigation. This can include meetings, document reviews, and formal witness interviews. This section also includes a listing of notifications made to individuals during the investigation, such as notifications to the General Counsel and to witnesses for purposes of scheduling interviews.

Notify the General Counsel

Immediately upon receiving a report of an allegation of sexual harassment, the SHO shall notify the agency's General Counsel of the allegation and share with the General Counsel all information related to the allegation, including but not limited to: name(s) of the alleged harasser, alleged victim and witnesses, nature and type of harassment, all relevant date(s) and location(s), and a description of the incident(s) to be investigated. The General Counsel is responsible for determining what information, if any, should be communicated with the agency's leadership and external authorities. The General Counsel should notify the Mayor's Office of Legal Counsel of the following within three days of receiving a report of sexual harassment: names of the alleged harasser(s), alleged victim(s) and witnesses; nature and type of harassment; all relevant date(s) and location(s); and a description of the incident(s) to be investigated.

Revising the Plan

The investigation plan will be fluid and must be updated as the investigation proceeds. When new evidence is discovered, or new witnesses come to light, that information should be added to the plan. Similarly, the plan should be updated with itinerary and notification changes.

Step 5. Interviews

Once an investigation plan is in place, the SHO will need to direct their focus to interviewing witnesses. Whenever possible, the SHO should have a second person, who is trained in investigations, with them during interviews. Additionally, the SHO should never interview more than one witness at a time – each witness should be interviewed separately.

The SHO should schedule and complete witness interviews as quickly as possible. Generally, the SHO should aim to complete all interviews within days of receipt of the initial complaint, or as soon as possible thereafter. This allows for the investigation to proceed efficiently and minimizes investigation-related discussion among witnesses in the workplace. DCHR recommends scheduling formal interviews in writing by sending separate email notifications to the complainant, alleged harasser, and potential witnesses, which outline their rights and what to expect. (See Attachment 6).

If interviewing a union employee, the SHO should refer to the agency's collective bargaining agreement and notify employees in writing that they have a right to union representation at the interview, if applicable. Some agencies require investigators to obtain written statements or affidavits after an interview. If it is feasible, DCHR highly encourages agencies to tape-record interviews with witnesses to ensure record accuracy.

***TIP!** The SHO should write down anticipated questions before interviewing a witness. This practice will give the interview direction and will ensure that all necessary topics and questions will be addressed.*

Opening the Interview

The SHO will want to open every interview with similar remarks. Here is a roadmap that may be used for opening an interview with a witness:

- **Purpose.** The SHO may state that they are investigating a workplace complaint and that their role is to investigate the matter by gathering as much information as possible. If it is the complainant being interviewed, the SHO should advise the complainant that their complaint is being investigated. If it is the alleged harasser being interviewed, the SHO should notify the individual that they are the target of the investigation.
- **Process.** Explain that the investigation process involves interviewing multiple witnesses and reviewing any necessary documents. Witnesses must be made aware that the agency will take appropriate steps if it finds that misconduct occurred.

- **Confidentiality.** Explain that the interview will be treated as confidential as much as possible by the agency and that the agency hopes the witness will use discretion and limit their disclosure of anything discussed in the interview to maintain the integrity of the investigation process. Generally speaking, the SHO should not, however, require the witness to maintain confidentiality or to sign a confidentiality agreement. The SHO should also not promise or guarantee a witness total confidentiality by the agency, as the investigation and subsequent actions will require the agency to disclose information about the complaint as necessary.
- **Retaliation.** Explain that retaliation for a witness' cooperation in the investigation is prohibited and that the witness should immediately notify an EEO counselor if any retaliation occurs due to the witness reporting sexual harassment or participating in the investigation process.
- **Rights and obligations.** Explain rights and obligations of witnesses, including but not limited to the obligation of government employees to cooperate in agency investigations of sexual harassment complaints. Additionally, if the complaint includes allegations of sexual assault or other possible crimes, the SHO must let the complainant know that they may also get help from the DC Victim Hotline, which provides free confidential, around-the-clock information and referrals for victims of all crime in the District of Columbia. (The DC Victim Hotline is available by phone at 844-443-5732 and online at <https://dcvictim.org>.)
- **Questions or concerns.** Ask the witness if they have any questions or concerns about the process.

Interviewing the Complainant(s)

Generally, the individual who is the alleged victim of sexual harassment should be the first person interviewed. The alleged victim should be interviewed within five days of acknowledging the initial complaint. The SHO should ask the individual to provide any and all potential evidence of offensive conduct such as emails, pictures, or other physical evidence. The alleged victim should be able to provide the clearest picture of the alleged misconduct and provide insight into other potential witnesses and evidence. In addition to being the first witness interviewed, this individual may need to be re-interviewed after documents are collected and statements are received from all other witnesses to clarify any inconsistencies in the evidence.

Harassment claims usually involve a pattern of multiple incidents that occur over a period of time. When interviewing the alleged victim, the SHO must ask precise questions and take clear notes. The best practice is to have the alleged victim list all incidents, then go through each incident in detail.

Sample Questions^[2]

- What happened? How many incidents have there been?
- When did each incident take place (date as well as time, if possible)? How often?
- Where did they take place?
- Who was involved? What did that person say or do?
- How did you respond? Did you say anything to [the employee]? What did you say? Did you do anything?
- Who else was present? Could anyone else have witnessed the incident(s)?
- Where did you go immediately after the incident? Did you tell anyone what happened? Who?
- Prior to these incidents, what was your relationship like with [the employee]? Are you aware of similar incidents with other employees?
- Have you been affected by this? How?
- Are there any documents or other kinds of evidence relating to the incidents? Were there any email communications? Did you take notes or make journal entries? Were there any additional conversations with others about the incidents?
- When did you first report this and whom did you tell? What did you tell them? How did they respond?
- How would you like to see this problem resolved?
- Is there anyone else you think I should interview regarding these incidents?
- Is there anything else you think I should know while I am investigating this matter?

Open-Ended Questions. When interviewing the alleged victim, use open-ended questions. Ask: who, what, when, where, why and how. Try to keep closed-ended (yes/no) questions to a minimum. The goal is to get the witness to open up and tell you their story in their own words.

[2] While these sample questions may be listed together, witnesses should always be asked one question at a time. Resist the urge to ask compound or long questions.

Victims who have trouble remembering important facts about the alleged sexual harassment may be experiencing trauma. In this case, usual interview questions may not be as helpful initially. Some experts suggest that such victims may benefit from the use of sensory-based interview questions (such as "do you remember what was playing on the radio in the car"; "what color was the room"; etc.) as these types of questions help place the victim back at the scene of the incident and may help jog their memory.

Interviewing Third-Party Witnesses

After conducting an initial interview of the complainant, it is usually most effective to interview any third-party witnesses to the alleged harassment. Third-party witnesses are all other witnesses, excluding the alleged harasser. Interviewing third-party witnesses after the complainant allows the investigator to confirm or discount allegations made by the complainant and assists in obtaining a complete account of the potential misconduct.

before asking the accused employee to respond. A third-party witness should be interviewed within five days after the interview with the complainant. If there are multiple third-party witnesses that must be interviewed, each subsequent witness should be interviewed as close in time to the first third-party witness as possible, to complete the investigation in a timely fashion.

When questioning third-party witnesses, **the goal is to gather as much information as possible without giving too much information away.** The interview should begin by stating, in general terms, why the SHO is interviewing the witness. The SHO should inform the witness that they are investigating a workplace incident, and that the witness might have information that will help determine what occurred. Then, the SHO will need to move into questions that will help determine whether the witness saw or has information regarding the alleged incident(s).

Sample Questions

- What is your typical workday or workweek like? Who is your supervisor? What time do you arrive? Leave? What are your typical responsibilities?
- Do you work with [the alleged victim] or the [accused employee]?
- How would you characterize their working relationship?
- Has [the alleged victim] ever spoken to you about [the accused]? Has the [accused employee] ever spoken to you about [the alleged victim]?
- Have you seen any interactions between [the alleged victim] and [the accused] that made you uncomfortable? Have you seen any interactions that appeared to be of a sexual or inappropriate nature? Describe those interactions. Have you heard [the accused] speak to or about [the alleged victim] in a sexual or inappropriate nature? Describe those conversations.
- [If the witness saw or heard anything that is the subject of the complaint, ask questions to find out what the witness saw/heard, where it occurred, and when.]
- Have you heard these issues discussed in the workplace? When, where and by whom?
- Have you ever had a problem working with [the alleged victim] or [the accused]? If so, what are those problems?
- Do you know of anyone else who might have information about these incidents or who might have experienced similar treatment from [the accused]?
- Are there any documents or other evidence you think I should review that relate to these incidents? Were there any email communications?
- Based on our conversation, is there anything else you think I need to know as I continue my investigation?

Interviewing the Alleged Harasser

As noted, the employee who allegedly engaged in the harassing behavior should usually be interviewed last. This interview will be uncomfortable for the employee and the SHO regardless of whether the accused employee engaged in the alleged conduct. To avoid the need for a follow-up interview, it is important to have as much information as possible before this interview.

When interviewing an employee suspected of misconduct, they might be defensive. When opening the interview, the SHO should make clear that the agency has a legal obligation to investigate the matter and has not yet made any determination or judgments regarding the allegations. The SHO should also make clear that the SHO's role is to be neutral and unbiased and to find out what happened. The accused employee's perspective is part of information gathering and is needed before any conclusions can be reached.

As stated previously, the accused employee may be allowed to have a union or other representative present during the interview, although this should not unduly delay the interview process and SHOs are not required to permit such representative to disrupt the interview or answer questions during the interview on the employee's behalf.

Is the alleged harasser's participation in the interview voluntary? A SHO may encounter an alleged harasser who wants to avoid being interviewed. Before interviewing the alleged harasser(s), consult agency General Counsel on whether the accused employee should be compelled to participate in the investigation. Unless the case involves allegations of criminal conduct, their participation will usually be mandatory. However, this decision should be made by agency General Counsel.

The SHO also needs to plan the sequence of questions for the accused employee. The first series of questions should be simple, non-controversial questions that the employee can easily and willingly answer. This will establish ease and rapport, which may help to minimize any defensive tension that might otherwise occur.

The SHO must advise the employee of the accusations made against him or her. After preliminary introductions and questioning, the SHO must advise the accused employee(s) of the accusations made against them. Although the SHO does not need to identify the person who made the sexual harassment complaint, the SHO must allow the accused a fair opportunity to respond and thus may have to disclose the identity of the alleged victim or complainant.

When interviewing the accused, the SHO should outline the totality of the accusation and ask the accused for their response. Then, the SHO should walk through each event that comprises the harassment complaint and obtain specific responses for each event. The SHO must provide the accused employee an opportunity to offer explanations, denials, defenses and potential witnesses and documentation for each event discussed.

Sample Questions

- What is your typical workday or work week like? What time do you arrive? Leave? What are your typical responsibilities? Where is your work station located?
- Do you supervise any employees? Who?

- How would you characterize your working relationship with direct reports? Coworkers?
- What is your relationship with [the alleged victim] like? How do you know him/her? How long?
- [Tell the accused employee what misconduct is alleged or suspected.] What is your response to these allegations?
- Did these things happen? What happened? When? Where?
- How did [the alleged victim] respond? Did [he or she] indicate that your statements or actions were offensive? What did he or she say?
- Did anyone witness these incidents?
- Have you discussed or reported these incidents to anyone? Who?
- Have you kept any notes or journals about these incidents?
- [If the accused denies the allegations entirely:] Could another person have misunderstood your actions or statements? Do you think the allegations are made up? Why?
- Have you ever used profane language in the workplace?
- Have you ever used sexually explicit or suggestive language in the workplace?
- Have you ever seen [the alleged victim] outside of work? Where? When?
- Have you ever had a social relationship with [the alleged victim]? A romantic relationship? Have you ever asked [the alleged victim] out on a date? What was the response?
- Have you ever been accused of workplace harassment? When? How was it resolved?
- Have you ever received training on sexual harassment in the workplace? When?
- Are you aware of the Mayor's policy concerning sexual harassment? What is your understanding of the Mayor's policy? How do you know about the policy?
- Are there others you can think of who might have information about these allegations?
- Do you know of any documents or other physical evidence I should be reviewing during the investigation? Were there any email communications?
- Is there anything else you think I need to know for purposes of this investigation?

Closing the Interview

After the SHO completes their interview questions, the SHO should review their notes of the interview and make sure all aspects of the allegation have been covered and responded to. The SHO should remind the interviewee about the District's anti-retaliation policies. Witnesses should also be asked to report any new information to the SHO immediately.

Alleged victims and alleged harassers must be advised of what to expect next. This includes informing them that they may be interviewed again if necessary.

Documenting the Interview

The investigator must document the interview after its conclusion. The investigator can complete documentation in one of two ways. If the interview is recorded (which is the best practice), the investigator can document the interview by creating a transcription of the audio. If the interview is not recorded, or transcription services are unavailable, the investigator can draft a "memo to file" summarizing what was asked, and what the witnesses said in the interview. (See Attachment 4: Sample Interview Summary).

Summaries are only useful if they are reliable. Therefore, it is vital that summaries be drafted immediately following the interview. If drafting the summary immediately is impractical, it must be drafted no more than 24 hours after the interview.

Interview documentation must include notes as to time and the length of any breaks or interruptions, who was present in the room, and copies of any handwritten notes. Handwritten notes must be signed and dated by the author.

Follow-Up Interviews

If credible and relevant information surfaces that implicates a previously interviewed witness, and that witness did not have an opportunity to provide comments or respond to that information, the SHO must conduct a follow-up interview.

If new accusations or defenses arise, the alleged victim and the alleged harasser(s) must have a fair opportunity to respond. Except when they are trivial, new developments of this nature require follow-up interviews of the necessary witnesses.

Step 6. Gather Documents and Physical Evidence

Throughout the interview process, the SHO may discover potential evidence. Evidence may include: emails, text messages, voice mail messages, letters, notes, journals, photographs, time and attendance records, building access records, video recordings, gifts, offensive objects, personnel records, policies, and other relevant items. The SHO must obtain evidence before, during and immediately following the interview process.

If a SHO requires assistance in obtaining evidence, he or she should consult agency General Counsel. If necessary, agency General Counsel may request e-mail, telephonic, and building access records from the Office of the Chief Technology Officer (OCTO) or Department of General Services (DGS). Moreover, agency General Counsel may be able to assist with securing other types of evidence, if needed.

Step 7. Evaluate the Evidence

Once the SHO has completed all interviews and obtained as much physical evidence as is available, the SHO must weigh the evidence and determine what happened based on the evidence. The SHO will need to evaluate the evidence by, for example, comparing and assessing statements made by witnesses (including assessing any information about witness credibility and reviewing witness statements for similarities and inconsistencies), reviewing the evidence for patterns and trends, and assessing the accuracy, completeness and reliability of documents and other physical evidence.

Standard of Proof. *The SHO must decide what the facts are in any given investigation. A “fact” is an actual event or circumstance established by the evidence.*

*The standard applied is a “preponderance of the evidence.” This means, that the evidence shows, more likely than not, that an alleged event or circumstance occurred. It is not enough that alleged conduct **could** have occurred. Instead, the SHO must determine that it is more likely than not that the alleged conduct **actually** occurred. Otherwise, the SHO must deem an allegation unsubstantiated.*

Assemble the Evidence

Before beginning the evaluation of evidence, the SHO should assemble the evidence into a logical order and label each item for easy reference in an appropriately indexed investigative file. At this stage, almost every piece of evidence should have been documented. Therefore, the easiest assembly is to arrange each document in chronological order, labeling each piece of evidence in sequence as Exhibit 1, 2, 3 and so forth. Since the investigation plan is updated to include all evidence as the investigation progresses, it should be an easy matter to simply number the evidence listed in the plan.

Be sure to use a common identification method for all documents. A good practice is to use the format of “*Document Title*, document type/author (Date).” A sample list of evidence might look like the following:

1. *Karen Connor Appointment to Deputy Director*, SF-50 (April 1, 2012)
2. *Daniel Smith Appointment to Prog. Analyst*, SF-50 (March 15, 2013)
3. *2013 Performance Evaluation, Daniel Smith* (4 rating) (Dec. 1, 2013)
4. *2014 Performance Evaluation, Daniel Smith* (5 rating) (Dec. 7, 2014)
5. *Party Tonight?*, email message from Karen Connor to Daniel Smith, and his reply (Oct. 1, 2017)
6. *2017 Performance Evaluation, Daniel Smith* (2 rating) (Dec. 5, 2017)
7. *Interview of Daniel Smith*, transcription (Jan. 10, 2018)
8. *Interview of Samuel Adams*, transcription (Jan. 10, 2018)
9. *Interview of Karen Connor*, transcription (Jan. 11, 2018)
10. *Interview of Jack Daniels*, transcription (Jan 10, 2018)

Credibility

Sexual harassment investigations will invariably involve conflicting accounts of the same events. The SHO must consider each version of the facts and evaluate the credibility of competing evidence. When deciding the credibility of one version of events over another, the SHO should consider the factors below.

Credibility Considerations

- **Plausibility.** Which version of the facts makes the most sense? Does one version defy logic or common sense?
- **Direct Knowledge.** Did the witness see and hear the events they described, or does the witness rely on secondhand information? Secondhand information is typically less credible than firsthand knowledge.
- **Details.** How general or specific is the evidence? Specific details, particularly when supported by other evidence, are usually more credible than vague and unsubstantiated allegations.
- **Corroboration.** Are statements and other documents corroborated by other evidence?
- **Contradictions.** Are the witnesses' statements inherently consistent? If a witness' statements are inherently inconsistent, then their statements may be less credible.
- **Omissions.** Did any of the witnesses leave out details that they should have known/mentioned? If so, is the omission reasonable?
- **Prior Incidents.** Has the alleged victim made similar complaints in the past about others? Does the accused employee have a documented history of this type of misconduct?
- **Motive.** Do any of the witnesses have a motive to lie or exaggerate about the incident(s)? Do any of the witnesses have loyalty to or hold a grudge against any of the parties?
- **Credibility.** Do any of the witnesses have a history within the workplace that affects their credibility?

Authenticity of Evidence

Issues of authenticity pertain to when a particular piece of evidence is not what it appears to be. Information that a piece of evidence was forged or altered would raise an issue as to its authenticity. Evidence collected from records, databases or other reliable sources such as official agency files can be presumed authentic unless there is a specific reason to believe otherwise. Key pieces of evidence should be authenticated by witness testimony if possible. For example, if an employee sends a note, ask that employee if they did indeed send the note and have them identify the note on the record. If issues of authenticity arise, they must be resolved.

Tell the Story with the Facts

After assembling and assessing all the evidence, the SHO is ready to determine and list each relevant fact in the case. For this purpose, a statement is “factual” if it describes an event or a thing in a manner that does not require substantial interpretation or characterization. Best practice is to list each individual fact that is needed to explain to someone who has no knowledge of the case, who the parties are, what happened, and why it matters. List the facts in a sequence that makes sense (e.g., chronologically) and in a manner that tells a compelling story of events. For each fact listed, the SHO must cite all evidentiary support for that fact.

At this phase, the SHO is not stating conclusions or opinions. However, if a witness disputes a fact, the SHO must weigh the competing evidence and decide which version is most credible and more likely than not to be true. For disputed facts, the SHO will list the disputed fact, citing all the evidentiary support. The SHO must also note that the fact was in dispute, how it was in dispute, and how the SHO resolved the factual dispute, if possible. For each statement explaining the resolution of a disputed fact, the SHO must cite evidentiary support.

As noted, for each fact listed, the SHO must cite to the pieces of evidence that establish that fact. Factual listings should be as concise as possible. Undisputed facts should be no more than one sentence. Disputed facts should be no more than three sentences.

Sample Factual Listing

1. Ms. Karen Connor was initially appointed to the D.C. Department of Resource Development as a Deputy Director on May 10, 2012 (Ex. 1).
2. Mr. Daniel Smith is a Program Analyst with the D.C. Department of Resource Development, who was appointed on March 15, 2013 (Ex. 2).
3. Between 2013 and 2016, Mr. Smith was an excellent performer, receiving ratings of 4 or 5 out of 5 on his performance evaluations (Ex. 3, 4).
4. On September 1, 2017, Ms. Connor asked Mr. Smith to report to her office. (Ex. 7).
5. Within seconds of arriving in her office, Ms. Connor closed the door and started to share stories about her personal sex life (Ex. 7). For example, Ms. Connor informed Mr. Smith that she is a “swinger” (Ex. 7). She also shared that her husband has a girlfriend and she allows her son to watch pornography (Ex. 7).
6. Mr. Smith informed Ms. Connor that this conversation was unwelcome and made him uncomfortable (Ex. 7).
7. Over the next few weeks, Ms. Connor spoke about her sex life any time she encountered Mr. Smith in the office. (Ex. 7).
8. On October 1, 2017, Ms. Connor sent Mr. Smith an email in which she requested Mr. Smith join her for a “swingers” party (Ex. 5).
9. Mr. Smith declined the invitation to the party via email (Ex. 5).
10. Over the next few weeks, Ms. Connor stopped by Mr. Smith’s office on multiple occasions to see if Mr. Smith would accompany her to a “swingers” party (Ex. 7).
11. On December 3, 2017, Ms. Connor told Mr. Smith that his performance rating would be adversely impacted if he did not consent to attending a “swingers” party (Ex. 7). In her interview, Ms. Connor disputed that her invitation was for a “swingers” party (Ex. 9). However, during witness interviews, two employees, Mr. Adams and Mr. Daniels, stated that Ms. Connor verbally asked them, prior to sending the email, whether Mr. Smith might be interested in going to a “swinger” party with her (Ex. 8 and 10).
12. On December 5, 2017, Ms. Connor issued Mr. Smith’s performance evaluation for 2017, rating him as “needing improvement,” or 2 out of a possible 5 (Ex. 6).
13. Notwithstanding the performance rating, Mr. Smith was an outstanding performer in 2017 and should have received at least a rating of “excellent,” or 4 out of 5 (Ex. 3 and 4). Though Ms. Connor rated him as a 2, when pressed on specific performance criteria used in prior performance evaluations, Ms. Connor could not articulate why she rated Mr. Smith a 2 (Ex. 9). She further indicated that his performance in those areas was properly scored in the past (Ex. 9). Mr. Daniels and Mr. Adams provided similar statements about Mr. Smith’s previous performance and his reputation for being a top performing employee. (Ex. 8 and 10).

Importance of Sound Facts. *The SHO’s listing of facts will later be relied upon by the agency Head or designee when issuing the Agency’s Notice of Findings and Conclusions in response to the sexual harassment complaint. The Agency will need to apply the SHO’s factual listing to the applicable standards found in Mayor’s Order 2017-313 to determine whether sexual harassment may or may not have occurred. Therefore, it is important for the SHO to identify all the evidence relied upon to support the facts listed and to apply the preponderance of the evidence standard appropriately when determining what is factual. Information deemed factual by the SHO but which is not adequately supported by the evidence or which the preponderance of the evidence indicates otherwise may be questioned by the Agency and result in a continuation of the investigation in order to clarify the facts.*

Step 8. Document the Investigation

Having fully investigated the matter, evaluated the evidence and listed the facts pertaining to the allegation(s), the SHO must reduce the totality of the investigation into a written investigation report. The SHO is expected to issue an investigation report to the agency Head, or his or her designee, within 60 days after a claim is reported to the agency. It is recommended that each investigation report contain the elements listed below. A sample investigation report is attached for guidance.

Report Elements

- **Executive Summary.** The executive summary provides a concise summary of the entire report. It should state why an investigation was conducted, and list the high-level facts revealed by the evidence.
- **Scope of the Investigation.** This section outlines what the allegation was, how it came to the SHO, and the steps the SHO took to investigate the case. The steps taken should be a chronology of events within the investigation, including the date, time, and actions taken to further the investigation. List all of the witnesses interviewed, and the date and location of each interview in the chronology of events.

- **Documentary and Physical Evidence.** This section lists all of the documents and other physical evidence collected in support of the investigation.
- **Allegations and List of Facts.** This section lists the original allegations and the facts, as revealed from the evidence, relevant to each allegation.

Step 9. Next Steps After Reporting Outcome of Investigation

The SHO must share the investigation report with the agency head, or his or her designee, in order for the agency to issue its Notice of Findings and Conclusions. The SHO shall not provide the investigation report to the parties or witnesses involved in the investigation (nor to any other unauthorized party), as the investigation report is deliberative, may require additional work (as determined by the agency Head or designee), and does not constitute the agency's official findings regarding the matter investigated. If the SHO is unable to complete the investigation report within the 60-day period, the SHO must immediately notify the agency General Counsel.

Following review of the investigation report and determination of next steps, the agency head, or designee, shall authorize additional investigation if necessary or issue the Agency's Notice of Findings and Conclusions. The Agency's Notice of Findings and Conclusions shall be provided to the Mayor's Office of Legal Counsel (MOLC), the complainant, and the alleged harasser.

Based on the agency's findings and conclusions, the agency head or designee may need to take additional steps with the assistance of the agency General Counsel and the internal HR department. At minimum, an agency should ensure that its employees are trained, and if needed re-trained, on the agency's and District's sexual harassment or other policies. If an agency's policy is vague or contains gaps that may lead to confusion around appropriate employee conduct or work-related expectations, the agency should update its policies accordingly.

When the agency concludes that misconduct has occurred, agency General Counsel should ensure that prompt administrative action is taken by the agency. Please note that an employee who is found to have engaged in inappropriate conduct who is not terminated must attend mandatory sexual harassment training within sixty (60) days of his or her receiving notice of the finding. This training must be in addition to any disciplinary actions and must occur even if the employee has already received sexual harassment training.

In addition to imposing discipline on the employee found to have engaged in misconduct, the agency may also have an obligation to report credible violations of the District's Code of Conduct to the Board of Ethics and Government Accountability (BEGA). Such violations of the Code of Conduct may arise where the employee has engaged in ethical violations such as giving gifts to employees for sexual favors, bribing witnesses or potential reporters of sexual harassment, or using government resources to carry out the harassing behavior.

References

Legal Authorities

1. *Sexual Harassment Policy*, Guidance and Procedures, Mayor's Order 2017-313 (Dec. 18, 2017)
2. *Human Rights and Relations*, Title 4 of the D.C. Municipal Regulations (see §§ 101 and 102.1(a))
3. *Corrective and Adverse Actions; Enforced Leave; and Grievances*, Title 6-B, Chapter 16 of the D.C. Municipal Regulations
4. *Employee Conduct*, Title 6-B, Chapter 18 of the D.C. Municipal Regulations

Applicability

The provisions of this issuance apply to all District agencies under the Mayor's personnel authority.

Additional Information

For additional information concerning this issuance, please contact the Department of Human Resources, Sexual Harassment Officer Program Coordinator, by sending an e-mail to dchr.sho@dc.gov.

Attachments

1. [Attachment 1 - Mayor's Order 2017-313](#)
2. [Attachment 2 - Sample Investigation Plan](#)
3. [Attachment 3 - Investigation Plan Template](#)
4. [Attachment 4 - Sample Interview Summary](#)
5. [Attachment 5 - Investigation Report Template](#)
6. [Attachment 6 - Sample Notification to Complainant-Alleged Harasser-Witnesses](#)

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District of Columbia Department of Human Resources

PART I
D.C. PERSONNEL REGULATIONS
CHAPTER 16
CORRECTIVE AND ADVERSE ACTIONS; ENFORCED LEAVE; AND GRIEVANCES
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D.C. PERSONNEL REGULATIONS

1600 APPLICABILITY

- 1600.1 This chapter establishes a progressive approach for addressing District of Columbia government employee performance and conduct deficits, pursuant to chapter XVI of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979, as amended (D.C. Law 2-139; D.C. Official Code §§ 1-616.51 through 1-616.54).
- 1600.2 The provisions of this chapter apply to all District government employees except the following:
- (a) Employees serving in a probationary period;
 - (b) Employees serving in a temporary appointment in the Career Service;
 - (c) Employees organized under the Office of the Chief Financial Officer;
 - (d) Employees of the Board of Trustees of the University of the District of Columbia;
 - (e) Attorneys in the Legal or Senior Executive Attorney Service;
 - (f) Employees in the Excepted and Executive Services;
 - (g) Sworn members of the Metropolitan Police Department; and
 - (h) Except as provided in § 1600.3, employees in the Management Supervisory Service.
- 1600.3 The rules established in this chapter shall be relied upon as a guide for Management Supervisory Services (MSS) when a disciplinary action is taken for cause.
- (a) For purposes of this chapter, employees in MSS are considered “exempt” employees and §§ 1625(a) and (c) do not apply to these employees.
 - (b) In accordance with D.C. Official Code § 1-609.54(a), MSS positions are at-will appointments. Nothing in this chapter shall be construed as conferring any substantive rights to MSS employees.

1601 POLICY

- 1601.1 The policies outlined in this section apply to employees and their supervisors, personnel authorities and agency heads, and form the basis for the standards governing this chapter.
- 1601.2 Each supervisor has a duty and responsibility to ensure that employees are aware of the established performance and conduct standards (“standards”) applicable to their role and function and the consequences of not meeting those standards. Whenever such standards are not met, supervisors have an affirmative obligation to provide the employee necessary guidance and training to meet these standards and, when appropriate, to take corrective or adverse action pursuant to this chapter.
- 1601.3 Each employee has the duty and the responsibility to be aware of and abide by the existing rules and policies. Each employee also has the responsibility to perform his or her duties to the best of his or her ability and to the standards established by management and his or her job description.
- 1601.4 The District of Columbia takes a positive approach toward employee management to achieve organizational effectiveness by using a progressive system to address performance and conduct issues.
- 1601.5 The District’s progressive system typically includes the following:
- (a) Verbal counseling;
 - (b) Reprimand;
 - (c) Corrective action; and
 - (d) Adverse action.
- 1601.6 Strict application of the progressive steps in §§ 1601.5 and 1610 may not be appropriate in every situation. Therefore, management retains the right to evaluate each situation on its own merits and may skip any or all of the progressive steps. However, deviation from the progressive disciplinary system is only appropriate when consistent with §§ 1606 and 1607.
- 1601.7 Each agency head and personnel authority has the obligation to and shall ensure that corrective and adverse actions are only taken when an employee does not meet or violates established performance or conduct standards, consistent with this chapter.

1602 EMPLOYEE RIGHTS

- 1602.1 Employees enjoy the protections established in this chapter. No employee may be reprimanded, suspended, demoted, placed on enforced leave or removed without cause, as defined in this chapter.

- 1602.2 Employees who are subject to a recognized labor agreement shall enjoy the additional benefits of their collective bargaining agreement. Conflicts between such agreements and this chapter shall be resolved as follows:
- (a) The provisions of any labor agreement shall be construed as complementary to the provisions of this chapter;
 - (b) The provisions of any labor agreement shall be construed as to give effect to the provisions of this chapter;
 - (c) However, where a specific provision of a labor agreement cannot be reconciled with a specific provision of this chapter, the labor agreement shall control with respect to that provision.
- 1602.3 Corrective and adverse actions taken against employees are subject to the following limitations:
- (a) A corrective or adverse action shall be commenced no more than ninety (90) business days after the agency or personnel authority knew or should have known of the performance or conduct supporting the action;
 - (b) When there is an investigation involving facts or circumstances germane to the performance or conduct supporting a corrective or adverse action, the time limit established in paragraph (a) shall be tolled pending any criminal investigation by the Metropolitan Police Department or any other law enforcement agency with jurisdiction within the United States, the Office of the United States Attorney for the District of Columbia, or the Office of the Attorney General; or, pending any investigation by the Office of the Inspector General, the Office of the District of Columbia Auditor, or the Office of Police Complaints.
 - (c) Except in matters involving employees of the Metropolitan Police Department and Fire and Emergency Medical Services Department, the time limit imposed in paragraph (a) may be suspended by the personnel authority for good cause and shall be suspended pending any related investigation by the Board of Ethics and Government Accountability.
- 1603 [RESERVED]**
- 1604 [RESERVED]**
- 1605 MISCONDUCT; PERFORMANCE DEFICITS**
- 1605.1 District employees are expected to demonstrate high standards of integrity, both on and off the job, guided by established standards of conduct and other Federal and District laws, rules and regulations. When established standards of conduct are violated or performance measures are not met, or the rules of the workplace are disregarded,

corrective action or adverse action is warranted to encourage conformity to acceptable behavioral and performance standards or to protect operational integrity.

- 1605.2 Taking a corrective or adverse action against an employee is appropriate when the employee fails to or cannot meet identifiable conduct or performance standards, which adversely affects the efficiency or integrity of government service. Before initiating such action, management shall conduct an inquiry into any apparent misconduct or performance deficiency (collecting sufficient information from available sources, including when appropriate the subject employee) to ensure the objective consideration of all relevant facts and aspects of the situation.
- 1605.3 Whether an employee fails to meet performance standards shall be determined by application of the provisions set forth in Chapter 14.
- 1605.4 Though not exhaustive, the following classes of conduct and performance deficits constitute cause and warrant corrective or adverse action:
- (a) Conduct prejudicial to the District of Columbia government, including:
 - (1) Conviction of any felony;
 - (2) Conviction of any criminal offense that is related to the employee's duties or his or her agency's mission;
 - (3) Conduct that an employee should reasonably know is a violation of law or regulation; and
 - (4) Off-duty conduct that adversely affects the employee's job performance or trustworthiness, or adversely affects the employing agency's mission or has an otherwise identifiable nexus to the employee's position.
 - (b) False Statements, including:
 - (1) Deliberate falsification of an application for employment or other personal history record by omission of a material fact or by making a false entry;
 - (2) Misrepresentation, falsification, or concealment of material facts or records in connection with an official matter;
 - (3) Knowingly and willfully making an incorrect entry on an official record or approving an incorrect official record; and
 - (4) Knowingly and willfully reporting false or misleading information or purposely omitting material facts, to any supervisor.
 - (c) Fiscal irregularities;

- (d) Failure or refusal to follow instructions;
- (e) Neglect of duty;
- (f) Attendance-related offenses, including:
 - (1) Unexcused tardiness;
 - (2) Unauthorized absence; and
 - (3) Falsification of official records concerning attendance (*i.e.* timesheets, overtime requests, etc.).
- (g) Using, being under the influence of, or testing positive for an intoxicant while on duty;
- (h) Unlawful possession of a controlled substance or paraphernalia or testing positive for an unlawful controlled substance while on duty;
- (i) Safety and health violations;
- (j) Discriminatory practices;
- (k) Sexual misconduct;
- (l) Prohibited personnel practices;
- (m) Failure to meet performance standards; and
- (n) Inability to carry out assigned responsibilities or duties.

1605.5 An employee of the Department of Corrections, Department of Youth Rehabilitation Services, or the Metropolitan Police Department; an employee authorized to carry a firearm while on-duty; or a commissioned special police officer shall be deemed to have engaged in conduct prejudicial to the District of Columbia if:

- (a) The employee engages in any act or omission that constitutes a criminal offense; or
- (b) There is any credible evidence that the employee unlawfully used a controlled substance.

1606 ESTABLISHING APPROPRIATE ACTION

1606.1 After establishing a sufficient basis for taking action (*i.e.*, evidence to support the allegation(s); a nexus between the conduct or performance at issue and the employee's job or the agency's mission), managers must determine the appropriate action for the employee's conduct or performance deficits.

- 1606.2 For all corrective and adverse actions, managers shall be prepared to demonstrate that the following factors were considered:
- (a) The nature and seriousness of the misconduct or performance deficit, and its relationship to the employee's duties, position, and responsibilities, including whether the offense was intentional, technical or inadvertent; was committed maliciously or for gain; or was frequently repeated;
 - (b) The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
 - (c) The employee's past disciplinary record;
 - (d) The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
 - (e) The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
 - (f) Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
 - (g) Consistency of the penalty with the table of illustrative penalties (§ 1607);
 - (h) The notoriety of the offense or its impact upon the reputation of the agency or the District government;
 - (i) The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
 - (j) Potential for the employee's rehabilitation;
 - (k) Mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
 - (l) The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.
- 1606.3 All of these factors shall be considered and balanced to arrive at the appropriate remedy. While not all of these factors may be deemed relevant, consideration should be given to each factor based on the circumstances.

1606.4 Except in the case of a reprimand, the analysis of the factors above shall be included in any proposed corrective or adverse action and shall be included in and taken into consideration regarding any final agency decision on corrective or adverse action.

1607 TABLE OF ILLUSTRATIVE ACTIONS

1607.1 Once it is established that an employee has failed to meet performance or conduct standards, which requires corrective or adverse action, a supervisor or manager must determine the appropriate action based on the circumstances.

1607.2 The illustrative actions in the following table are not exhaustive and shall only be used as a guide to assist managers in determining the appropriate agency action. Balancing the totality of the relevant factors established in § 1606.2 can justify an action that deviates from the penalties outlined in the table.

NATURE OF CIRCUMSTANCES		FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(a)	Conduct Prejudicial to the District Government		
(1)	Conviction of any felony.	Removal	
(2)	Conviction of any criminal offense that is related to the employee's duties or his or her agency's mission.	Removal	
(3)	Indictment or charge of any felony or a criminal offense that is related to the employee's duties or his or her agency's mission.	Enforced leave pending criminal prosecution.	
(4)	On-duty conduct that an employee should reasonably know is a violation of law or regulation.	Reprimand to Removal	Removal
(5)	Off-duty conduct that adversely affects the employee's job performance or trustworthiness, or adversely affects his or her agency's mission or has an otherwise identifiable nexus to the employee's position.	Counseling to 30-day suspension	15-day suspension to Removal

	NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(a)	Conduct Prejudicial to the District Government		
(6)	Concealing, removing, mutilating, altering, or destroying government records required to be kept by statute, regulation, Mayor's Order, document hold or subpoena, or other similar requirements.	Reprimand to Removal	14-Day Suspension to Removal
(7)	Malicious or intentional damage to or loss of District owned or leased property.	Suspension to Removal	14-Day Suspension to Removal
(8)	Using public office for significant private gain.	Removal	
(9)	Unethical or improper use of official authority or credentials.	Counseling to Removal	Removal
(10)	Unauthorized disclosure or use of (or failure to safeguard) information protected by statute or regulation or other official, sensitive or confidential information.	Counseling to Removal	Removal
(11)	Obtaining a direct or indirect financial interest that an employee should reasonably expect to be in conflict or appear to be in conflict with his or her official duties and responsibilities.	Reprimand to Removal	Removal
(12)	Use of (or authorizing the use of) District owned or leased property, services or funds for inappropriate or non-official purposes.	Counseling to Removal	Removal
(13)	Use of (or authorizing the use of) District owned or leased vehicles such as cars, vans, trucks, buses, aircraft, boats or any other motor vehicle for use other than official purposes.	15-Day Suspension to Removal	Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(14) Unauthorized use, removal or possession of an item of value belonging to another.	Counseling to Removal	Removal
(15) Assaulting, fighting, threatening, attempting to inflict or inflicting bodily harm while on District property or while on duty.	14-Day Suspension to Removal	30-Day Suspension to Removal
(16) Use of abusive, offensive, unprofessional, distracting, or otherwise unacceptable language, gestures, or other conduct; quarreling; creating a disturbance or disruption; or inappropriate horseplay.	Counseling to 15-Day Suspension	5-Day Suspension to Removal
(17) Failure to timely and properly pay any debts to the District government.	Reprimand to 14-Day Suspension	1-Day Suspension to Removal
(18) Gambling while on duty or on District government property.	Counseling to Removal	Removal
(19) Participating in a strike, work stoppage, slowdown, sickout or similar activity against the District government.	Removal	

(b) False Statements / Records --

(1) Deliberate falsification of a material item on an application for employment, or other personal history record by omission or by making a false entry.	14-Day Suspension to Removal	Removal
(2) Misrepresentation, falsification or concealment of material facts or records in connection with an official matter, including investigations	Reprimand to Removal	Removal
(3) Knowingly and willfully making an incorrect entry on an official record or approving an incorrect official record.	Counseling to Removal	Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(4) Knowingly and willfully reporting false or misleading material information or purposely omitting material facts, to any superior.	7-Day Suspension to Removal	Removal
(c) Fiscal Irregularities --		
(1) Knowing submission of (or causing or allowing the submission of) falsely stated time logs, leave forms, travel or purchase vouchers, payroll, loan, or other fiscal document(s).	Suspension to Removal	Removal
(2) Unauthorized and/or improper use of property, funds, or any other thing of value coming into an employee's custody as a result of employment.	Counseling to Removal	Removal
(3) Failure to properly account for or make proper distribution of any property, or any other thing of value coming into an employee's custody as a result of employment.	Suspension to Removal	Removal
(4) Concealment of (or failing to report) missing, lost or misappropriate funds, or other fiscal irregularities.	Reprimand to Removal	14-Day Suspension to Removal
(d) Failure/Refusal to Follow Instructions -		
(1) Negligence, including the careless failure to comply with rules, regulations, written procedures, or proper supervisory instructions.	Counseling to Removal	5-Day Suspension to Removal
(2) Deliberate or malicious refusal to comply with rules, regulations, written procedures or proper supervisory instructions.	3-day Suspension to Removal	14-Day Suspension to Removal
(3) Failure to submit required statement of financial interests and outside employment.	Counseling to 3-Day Suspension	5-Day Suspension to Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(e) Neglect of Duty --		
Failing to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position; failure to perform assigned tasks or duties; failure to assist the public; undue delay in completing assigned tasks or duties; careless work habits; conducting personal business while on duty; abandoning an assigned post; sleeping or dozing on-duty, or loafing while on duty.	Counseling to Removal	5-Day Suspension to Removal
(f) Attendance Related Offenses --		
(1) Unexcused tardiness, including delay in: <ul style="list-style-type: none"> <li data-bbox="347 926 841 989">(a) Reporting at the scheduled starting time; <li data-bbox="347 1020 781 1083">(b) Returning from lunch or break periods; and <li data-bbox="347 1125 878 1188">(c) Returning from an authorized absence to a work station. 	Counseling to 1-Day Suspension	5-Day Suspension to Removal
(2) Unauthorized absence of one (1) workday or less, including leaving the work station without permission or before the end of the workday.	Counseling to 3-Day Suspension	3-Day Suspension to Removal
(3) Unauthorized absence of one (1) workday or more, but less than five (5) workdays.	Suspension to Removal	14-Day Suspension to Removal
(4) Unauthorized absence of five (5) workdays or more.	Removal	Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(g) Intoxicants – Alcohol and Spirits		
(1) Unauthorized use of intoxicants while on District Government property, including where official duties are performed.	Reprimand to Removal	30-Day Suspension to Removal
(2) Being under the influence of or testing positive for intoxicants when reporting to work or anytime while on duty.	Suspension to Removal	30-Day Suspension to Removal
(3) Operating a government owned or leased vehicle (or a privately owned vehicle while on duty) while under the influence of intoxicants.	Removal	
(h) Controlled Substances/Paraphernalia --		
(1) Possession of an illegal drug, drug paraphernalia, or unauthorized controlled substance while on duty, on District government property or District government-controlled property, or on premises where official duties are performed.	5-Day Suspension to Removal	Removal
(2) Use of an illegal drug or unauthorized controlled substance while on duty, on District government property or District government-controlled property, or on premises where official duties are performed.	14-Day Suspension to Removal	Removal
(3) Reporting to or being on duty while under the influence of or testing positive for an illegal drug or unauthorized controlled substance.	Suspension to Removal	Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(4) Sale or distribution of an illegal drug or controlled substance.	Removal	
(5) Operating a government owned or leased vehicle (or privately-owned vehicle on official business) while under the influence of an illegal drug.	Removal	
(6) Interfering with, refusing or failing to submit to a properly ordered or authorized drug test, including substituting, adulterating, or otherwise tampering with a urine sample.	Removal	
(i) Safety and Health Violations --		
(1) Failure to report an accident and/or injury as required.	Counseling to Removal	14-Day Suspension to Removal
(2) Failure or refusal to wear/use required protective equipment (<i>e.g.</i> seat belts, earplugs, eye protection, etc.)	Counseling to 14-Day Suspension	14-Day Suspension to Removal
(3) Operating a District owned or leased vehicle (or privately-owned vehicle while on official business) without a District or State driver's license.	Suspension to Removal	Removal
(4) Failure or refusal to observe and/or enforce safety and health regulations or to perform duties in a safe manner.	Reprimand to Removal	5-Day Suspension to Removal

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
(j) Discriminatory Practices --		
(1) Improperly taking or failing to take an official action based on a classification protected under the D.C. Human Rights Act or the Civil Rights Act of 1964.	Reprimand to Removal	Removal
(2) Any reprisal or retaliation against an individual because of his or her involvement in the EEO complaint process.	10-Day Suspension to Removal	Removal
(3) Use of remarks or gestures that relate to and insult or denigrate an individual based on any actual or perceived trait or classification protected under the D.C. Human Rights Act or the Civil Rights Act of 1964.	Counseling to 15-Day Suspension	15-Day Suspension to Removal
(4) Negligent or insensitive conduct with respect to an individual relating to any actual or perceived trait or classification protected under the D.C. Human Rights Act or the Civil Rights Act of 1964.	Counseling to 5-Day Suspension	5-Day Suspension to Removal
(5) Failure of a supervisor to take appropriate action regarding allegations or findings of discriminatory practices.	5-Day Suspension to Removal	Removal
(k) Sexual Misconduct --		
(1) Sexual assault or abuse or attempted sexual assault or abuse.	Removal	
(2) Inappropriate and/or unwelcome touching or other physical contact.	14-Day Suspension to Removal	30-Day Suspension to Removal
(3) Pressure for (or official action based on) sexual favors, including taking any action for or against an employee whether	Removal	

NATURE OF CIRCUMSTANCES	FIRST OCCURRENCE	SUBSEQUENT OCCURRENCES
favorable or unfavorable, because of the granting of a sexual favor or the withholding of a sexual favor.		
(4) Inappropriate and/or unwelcome teasing, jokes, actions, gestures, display of visual material of a sexual nature or remarks of a sexual nature.	Counseling to 30-Day Suspension	14-Day Suspension to Removal
(l) Prohibited Personnel Actions --		
Abuse of authority or commission of a prohibited personnel action.	Suspension to Removal	Removal
(m) Performance Deficits --		
Failure to meet established performance standards.	Reassignment Reduced Grade Removal	
(n) Inability to carry out assigned duties		
Any circumstance that prevents an employee from performing the essential functions of his or her position, and for which no reasonable accommodation has been requested or can be made, unless eligible for leave protected under the D.C. Family Medical Leave Act.	Removal	

1608 [RESERVED]

1609 [RESERVED]

1610 PROGRESSIVE DISCIPLINE

1610.1 The District strives to employ highly qualified and motivated individuals who successfully perform their job duties, without the need for disciplinary action. To this end, the District uses a progressive disciplinary system when an employee's conduct fails to meet expectations. The District's progressive system includes the following steps:

- (a) Verbal counseling;
- (b) Reprimand;
- (c) Corrective action; and
- (d) Adverse action.

1610.2 Every situation is different and in each case management must consider a number of factors when determining an appropriate action to take. This includes, among others, consideration of the seriousness of the situation, the employee's past disciplinary history, and the employee's work history. When appropriate, and consistent with §§ 1606 and 1607, management may skip any or all of the progressive steps outlined in § 1610.1.

1610.3 When a deciding official deviates from the actions outlined in § 1607, he or she shall provide a written justification specifying the reasons for the deviation in the final agency decision, as provided in § 1623.

1611 VERBAL COUNSELING

1611.1 As an employer, the District and its managerial staff have an obligation to create a fair, supportive, and transparent work environment that lessens the need for disciplinary action.

1611.2 However, when employees engage in misconduct or fail to meet performance standards, steps shall be taken to gather the relevant facts, correctly identify the problem(s), and then decide whether further action is warranted.

1611.3 As a first step within the continuum of progressive discipline, management should attempt to correct misconduct and performance deficits. When appropriate to the circumstances, employees shall first be counseled concerning misconduct. Performance matters shall be progressively addressed as set forth in Chapter 14.

1611.4 When counseling the employee is deemed appropriate to the circumstances the supervisor or manager shall:

- (a) Articulate the relevant conduct standard(s);
- (b) Explain how the employee has failed to meet those standards;
- (c) Explain management's conduct expectations; and
- (d) Explain the potential consequences if those expectations are not met prospectively.

1611.5 Within five (5) days, supervisors shall follow-up verbal counseling with a letter (or e-mail) to the employee. The correspondence shall establish the date, time, and content of all verbal counseling described in this section, and shall restate the information contained in § 1611.4. Supervisors shall retain a copy of the correspondence for a period of no less than two years, but it shall not be made a part of the official personnel file.

1611.6 While verbal counseling is a step within the disciplinary model, it is neither a corrective nor adverse action for purposes of this chapter.

1612 REPRIMANDS

1612.1 When counseling fails to correct conduct or performance issues, or where verbal counseling is an inadequate disciplinary response to address the conduct or performance that fails to meet expectations, a more formal response may be required. Within the progressive disciplinary model, this formal response is a reprimand and represents a corrective action.

1612.2 A reprimand is a written document issued by an employee's supervisor that identifies a specific conduct fault by an employee. At a minimum, a reprimand shall include:

- (a) A short narrative concerning the factual circumstances warranting the reprimand;
- (b) A description of the conduct standards at issue and how these standards were not met;
- (c) A brief narrative on how the employee should conduct himself or herself prospectively to alleviate the conduct fault;
- (d) The potential consequences if the conduct requirements are not met;
- (e) A notice informing the employee that he or she may submit a written response to the reprimand; and
- (f) Notification to the employee of his or her right to grieve the final decision pursuant to Sections 1626 through 1637, or pursuant to an applicable labor agreement.

1612.3 The employee against whom a reprimand is issued shall be asked to acknowledge its receipt in writing. If the employee refuses to acknowledge receipt in writing, a witness to the refusal shall provide a brief written statement that the employee refused to acknowledge receipt in writing, which shall be signed and dated by the witness.

1612.4 When an employee chooses to submit a written response to the reprimand, he or she must do so within ten (10) workdays of receipt of the reprimand. Such a response shall be in writing and submitted to the person issuing the reprimand. An employee's written response may clarify, expand on, or take exception to the statements or conclusions

made in the reprimand. Once submitted, the response shall be maintained and treated as an attachment to the reprimand.

- 1612.5 The official who issued the reprimand shall consider any written response submitted by the employee. The official may sustain, modify or rescind the reprimand, based on an employee's response. If the reprimand is modified, the modified reprimand shall be served and the employee given an opportunity to submit a supplemental response consistent with §§ 1612.2 through 1612.4.
- 1612.6 Unless modified or rescinded pursuant to § 1612.5, a reprimand shall be final upon receipt of an employee written response, or the expiration of the ten days specified in § 1612.4, whichever is later.
- 1612.7 A reprimand may be considered in establishing a corrective or adverse action, when the action is initiated within three (3) years of the reprimand.

1613 CORRECTIVE ACTIONS

- 1613.1 A corrective action is a reprimand, reassignment, or suspension of less than ten (10) workdays.
- 1613.2 Except in the case of a reprimand, when a corrective action is warranted, the agency shall:
- (a) Provide a notice of proposed action, in accordance with § 1618;
 - (b) Afford the employee an opportunity to respond, in accordance with § 1621;
 - (c) Provide a final decision on the proposed action, in accordance with § 1623; and
 - (d) If a corrective action is taken, notify the employee of his or her right to grieve the final decision pursuant to §§ 1626 through 1637, or pursuant to an applicable labor agreement.
- 1613.3 Immediately following the issuance of a notice of proposed corrective action for a suspension pursuant to § 1613.2(a), the proposing official may conduct a resolution conference with the employee and his or her union representative (if any).
- (a) Through a resolution conference, the proposing official and affected employee may agree to a suspension which is shorter in time than the suspension in the notice of proposed action, or a reprimand in lieu of suspension.
 - (b) Participation in a resolution conference does not constitute an election of remedies between the employee and the personnel authority; unless it results in a binding agreement between both parties.
 - (c) To be valid and binding, any agreement reached between the proposing official and the employee shall be reduced to a written agreement, in which the

employee voluntarily waives his or her right to file a grievance concerning any circumstances that give rise to the notice of proposed action under this chapter or pursuant to the provisions of a negotiated labor agreement.

- (d) The proposing official may defer the effective date of a proposed suspension by no more than five (5) days to accommodate the resolution conference process.
- (e) Statements concerning an agreement during the resolution conference process may not be used by any party as evidence or precedent in any other disciplinary action. Nevertheless, the outcome of a resolution conference may be considered in the future for purposes of progressive discipline.

1613.4 The use of resolution conferences shall be limited only to proposed suspensions of less than ten (10) days.

1614 ADVERSE ACTION

1614.1 Whenever a corrective action fails to improve a performance or conduct problem, or in the case when an employee cannot carry an essential duty of his or her employment, adverse action may be warranted.

1614.2 An adverse action shall be a suspension of ten (10) or more workdays, a reduction in grade, or removal.

1614.3 When an adverse action is warranted, the agency shall:

- (a) Provide a notice of proposed adverse action, in accordance with § 1618;
- (b) Afford the employee an opportunity to respond, in accordance with § 1621;
- (c) In the case of removal, provide for an independent review by a hearing officer, pursuant to § 1622;
- (d) Provide a final decision on the proposed adverse action, in accordance with § 1623; and
- (e) If an adverse action is taken, notify the employee of his or her applicable appeal rights.

1615 [RESERVED]

1616 SUMMARY ACTIONS

1616.1 An employee may be summarily suspended or removed from his or her position, notwithstanding §§ 1613 and 1614.

1616.2 An employee may be suspended or removed summarily when his or her conduct:

- (a) Threatens the integrity of District government operations;

- (b) Constitutes an immediate hazard to the agency, to other District employees, or to the employee; or
- (c) Is detrimental to the public health, safety, or welfare.

1616.3 Any decision to take a summary action under this section must be approved in writing by the agency head. All such approvals must identify:

- (a) Sufficient facts relied upon by the agency head to support the actions;
- (b) The specific paragraph(s) of § 1616.2 established by those facts; and
- (c) The specific misconduct, consistent with § 1605, warranting suspension or removal.

1616.4 When the agency head is satisfied that the conditions of § 1616.2 are present, the agency may order the employee to immediately leave his or her duty station. Additionally, the agency may order the employee to stay away from any District government owned or occupied properties, to the extent reasonably necessary to ensure the safety of District employees and property, the integrity of government operations, and the public health, safety, and welfare

1616.5 When summary action is warranted, the agency shall:

- (a) Provide the employee with a notice of summary action, in accordance with § 1620;
- (b) Provide the employee an opportunity to respond, in accordance with § 1621;
- (c) Provide the employee with a final determination, in accordance with § 1623; and
- (d) Advise the employee of his or her applicable appeal rights.

1616.6 Except when the associated suspension or removal action is overturned by a tribunal of competent jurisdiction, an agency head's final decision on a summary action under this section shall be final and not subject to further review.

1617 ENFORCED LEAVE ACTION

1617.1 Enforced leave occurs when an employee is involuntarily placed in a non-duty leave status, which is neither a corrective nor adverse action for purposes of this chapter. This section sets forth the standards for an agency's implementation of an enforced leave action.

- 1617.2 For any period of enforced leave, the employee shall use any accrued leave, except sick leave, until exhausted. Thereafter, the employee will be held in a leave without pay status.
- 1617.3 An agency may place an employee on enforced leave when there is reliable evidence that he or she:
- (a) Utilized fraud in securing his or her appointment;
 - (b) Falsified officials records;
 - (c) Has been indicted on, arrested for, charged with, or convicted of a felony charge (including conviction following a plea of nolo contendere); or
 - (d) Has been indicted on, arrested for, or convicted of any crime that bears a relationship to his or her position.
- 1617.4 Notwithstanding § 1617.3(c), the Metropolitan Police Department may place uniformed members and the Department of Corrections may place a correctional officers on enforced leave when he or she has been arrested, charged, indicted or convicted of any crime irrespective of the relationship between the crime and the employee's duties and responsibilities.
- 1617.5 Any decision to place an employee on enforced leave under this section shall be approved in writing by the personnel authority. All such approvals shall:
- (a) Identify the evidence relied upon by the agency to support the action; and
 - (b) Identify the specific subparagraph(s) of § 1617.3 established by that evidence.
- 1617.6 Upon finding that the conditions described in § 1617.3 are met, the personnel authority shall place an employee on administrative leave for five (5) days prior to the effective date of the enforced leave action.
- 1617.7 When enforced leave is warranted, the agency shall –
- (a) Provide a notice of proposed action, pursuant to § 1618;
 - (b) Provide the employee an opportunity to respond in writing, pursuant to § 1621, orally, or both;
 - (c) Provide the employee a final determination, pursuant to § 1623; and
 - (d) If placed on enforced leave, advise the employee of his or her applicable appeal rights.
- 1617.8 Whenever an employee is placed on enforced leave:

- (a) The agency must initiate either corrective or adverse action based on the evidence supporting the enforced leave action; and
- (b) The employee shall remain on enforced leave no longer than is required to reach a final determination on corrective or adverse action, or one hundred eighty (180) days, whichever is shorter.

1617.9 If the basis for placing an employee on enforced leave pursuant to this section does not result in corrective or adverse action, any annual leave or pay lost as a result of the enforced leave action shall be restored retroactively.

1617.10 The personnel authority may extend the time limit prescribed by § 1617.8(b) for good cause.

1618 NOTICES OF PROPOSED ACTION

1618.1 Except in the case of a summary actions, described in § 1616, an agency contemplating a corrective, adverse, or enforced leave action shall provide the employee a notice of proposed action. Such notices shall be delivered to the employee:

- (a) No less than five (5) days prior to implementing an enforced leave action;
- (b) No less than ten (10) days prior to implementing a corrective action; and
- (c) No less than fifteen (15) days prior to implementing an adverse action.

1618.2 The notice of the proposed action shall inform the employee of the following:

- (a) The type of proposed action (corrective, adverse, or enforced leave);
- (b) The nature of the proposed action (days of suspension or enforced leave, reduction in grade, reassignment, or removal);
- (c) The specific performance or conduct at issue;
- (d) How the employee's performance or conduct fails to meet appropriate standards; and
- (e) The name and contact information of the anticipated deciding official, or if a removal action, the anticipated hearing officer for the administrative review.

1618.3 In addition to the information outlined in § 1618.2 the notice shall advise the employee of his or her right to:

- (a) Review any material upon which the proposed action is based;
- (b) Prepare a written response to the notice, as provided for § 1621;
- (c) Representation by an attorney or other representative; and

(d) An administrative review in the case of a removal.

- 1618.4 The notice shall be approved and signed by a proposing official, who must be a manager within the employee's chain of command or a management official designated by the personnel authority.
- 1618.5 The material upon which the notice of proposed action is based, and which is necessary to support the reasons given in the notice, shall be assembled and provided to the employee along with the notice, unless impractical. If the materials cannot be provided at the time of notice, they shall be made available to the employee for his or her review, upon request.
- 1618.6 The notice of proposed actions and supporting materials shall be served upon the employee. Service shall be accomplished by delivering the notice and materials to the employee in person, or to the employee's address of record by a commercial courier that provides delivery tracking and confirmation information. However, service shall also be deemed proper upon a showing that the employee actually received delivery of the notice, irrespective of delivery method.
- 1618.7 For notices of proposed actions delivered in person, the employee to whom the notice is issued shall be asked to certify its receipt in writing. If the employee refuses to certify receipt, a brief descriptive written statement, signed by a witness to the refusal, may be used as evidence of service.
- 1618.8 For purposes of §§ 1618.6 and 1618.7, service shall be deemed effective when the employee has actual notice of the proposed actions.
- 1618.9 Except in the case of a summary action in § 1615, employees shall remain in an active duty status pending issuance of a final determination of the proposed action pursuant to § 1623.

1619 ADMINISTRATIVE LEAVE DURING NOTICE PERIODS

- 1619.1 Following the issuance of a notice of proposed corrective or adverse action pursuant to § 1618 of this chapter, an agency head, at his or her discretion, may place the employee on administrative leave pending a final determination in accordance with this section.
- 1619.2 Except as provided in §§ 1619.3 and 1619.4, an agency may place an employee on administrative leave for no more than ninety (90) calendar days.
- 1619.3 Prior to the expiration of the limit in § 1619.2 the agency head may make a written request for an extension of time to the personnel authority.
- 1619.4 The personnel authority may approve extensions of time in increments of no more than thirty (30) days when:

- (a) Returning the employee to duty would undermine the integrity of District government operations, threaten the safety of employees, or threaten the health, safety or welfare of the public; or
- (b) The agency has been diligently pursuing a final decision and the delay is due to circumstances beyond the agency's control.

1619.5 When the time limits prescribed by this section are exhausted, the employee shall be returned to full duty pending a final agency decision.

1620 SUMMARY ACTION NOTICES

1620.1 Whenever an agency summarily removes or suspends an employee, it shall serve the employee with a notice of summary action within five (5) days. Service shall be accomplished pursuant to §§ 1618.6 and 1618.7.

1620.2 The notice shall inform the employee of the following:

- (a) The nature of the summary action;
- (b) The effective date of the summary action;
- (c) The specific conduct at issue;
- (d) How the employee's conduct fails to meet appropriate standards;
- (e) The specific paragraph(s) of § 1616.2 warranting summary action; and
- (f) The name and contact information of the deciding official, or if a removal, the hearing officer.

1620.3 In addition to the information outlined in § 1620.2, the notice of the proposed summary action shall advise the employee of his or her right to:

- (a) Review any material upon which the proposed summary action is based;
- (b) Prepare a written response to the notice of the proposed summary action, as provided for in § 1621;
- (c) Be represented by an attorney or other representative; and
- (d) An administrative review in the case of a removal.

1621 EMPLOYEE RESPONSES

1621.1 Whenever an employee is served a notice of proposed or summary action, he or she may submit a written response to the appropriate official identified in the notice. In the case of removals, the appropriate official shall be a hearing officer appointed pursuant to § 1622. Otherwise, the appropriate official shall be the deciding official.

- 1621.2 An agency head shall authorize an employee to use official time to prepare a written response to any notice of proposed action in the following amounts of administrative leave: up to four (4) hours for proposed corrective actions, and up to ten (10) hours for proposed adverse actions.
- 1621.3 Written responses must be received by the appropriate official according to the following schedule:
- (a) For enforced leave actions, within two (2) days of service;
 - (b) For corrective actions, within five (5) days of service; and
 - (c) For adverse actions, within ten (10) days of service.
- 1621.4 Upon application by the employee and a showing of good cause, the deciding official, or in the case of removal the hearing officer, may grant a reasonable extension of time to the limits prescribed by § 1621.3.
- 1621.5 The right to respond shall include the right to present evidence that the employee believes might affect the final decision on the proposed or summary action. Such evidence may include written statements of witnesses, affidavits, or documents or any other form or depiction of information.
- 1621.6 As a written part of his or her response, an employee shall raise every defense, fact, or matter in extenuation, exculpation, or mitigation of which the employee has knowledge or reasonably should have knowledge or which is relevant to a reason for which the employee took an action (of failed to take an action) which is a subject of the proposed or summary action. The failure of the employee to raise a known defense, fact, or matter shall constitute a waiver of such defense, fact, or matter in all subsequent proceedings.

1622 ADMINISTRATIVE REVIEWS

- 1622.1 The personnel authority shall provide for an administrative review of a proposed or summary removal action against an employee, unless he or she is an exempt employee.
- 1622.2 The administrative review shall be conducted by a hearing officer, who shall meet the following criteria:
- (a) Be appointed by the agency head;
 - (b) Be at grade levels DS-13 and above or equivalent or be in the Legal Service at any grade;
 - (c) Be a licensed attorney, if available;
 - (d) Be neither in the supervisory chain of command between the employee and the deciding official, nor a subordinate to the proposing official; and

- (e) Have no direct and personal knowledge of the matters contained in the proposed or summary removal action, aside from hearsay that does not affect impartiality.

1622.3 In conducting the administrative review, the hearing officer shall:

- (a) Review the notice of proposed or summary action, including any supporting materials; and
- (b) Review the employee's response, if applicable.

1622.4 A hearing officer's review of a proposed or summary removal action shall be limited to the notice and supporting materials and any written arguments and evidence submitted by the employee.

1622.5 Within thirty (30) days after receiving the employee's response, or the expiration of his or her time to respond, the hearing officer shall submit a written report and recommendation to the deciding official, and shall provide a copy to the employee.

1622.6 Upon request, the time limit in § 1622.5 may be extended by the personnel authority for good cause for no more than thirty (30) days.

1622.7 The hearing officer shall ensure that there are no substantive *ex parte* communications during the administrative review process. Any substantive inquiry or information sent by or to the hearing officer shall be served on the employee, the employee's representative (if any), and the agency representative.

1623 FINAL AGENCY DECISION

1623.1 The final agency decision relating to a corrective or adverse action against an employee shall be made by the deciding official, who shall be the agency head, or his or her designee. A proposing official may not serve as the deciding official for the same matter, except when the size of the agency mandates otherwise.

1623.2 In making the final decision, the deciding official shall:

- (a) Consider the notice of proposed or summary action and supporting materials, the employee's response (if any), and any report and recommendation of a hearing officer; and
- (b) Either sustain or reduce the proposed or summary action, remand the action to the proposing official with instructions for further consideration, or dismiss the action. A copy of any remand decision shall be served on the employee.

1623.3 The final determination shall be in writing, dated and signed by the deciding official.

1623.4 The final determination shall:

- (a) Provide a concise summary of the action(s) being taken and the effective date of the action(s);
 - (b) Succinctly enumerate each independent cause for which corrective or adverse action is being taken; specifications shall not be used in any final written decision;
 - (c) Provide for an independent corrective or adverse action for each enumerated cause, consistent with § 1623.4(b);
 - (d) Demonstrate reasoned consideration of the relevant factors set forth in § 1606.2 for each independent action; and
 - (e) Articulate the employee's appeal rights, as outlined in § 1625, if any.
- 1623.5 In addition to the information specified in § 1623.4 each final agency decision shall be accompanied by:
- (a) Copies of the materials relied upon by the agency in rendering its decision;
 - (b) For enforced leave of ten (10) or more days and adverse actions:
 - (1) A copy of the Rules of Procedure for the Office of Employee Appeals (OEA); and
 - (2) An OEA appeal form;
 - (c) A notice of the employee's right to elect between the remedies specified in § 1625; and
 - (d) A notice of the employee's right to be represented by an attorney or other representative authorized by law.
- 1623.6 The final decision shall be completed within forty-five (45) days of the latter of:
- (a) The expiration of the employee's time to respond;
 - (b) The agency's receipt of the employee's response (if any);
 - (c) The completion of the hearing officer's report—and recommendation, if applicable; or
 - (d) A date agreed to by the employee.
- 1623.7 The final agency decision shall be served on the employee in accordance with §§ 1618.6 and 1618.7.
- 1623.8 The time limit established in § 1623.6 may be extended by the personnel authority for good cause.

1623.9 A copy of the final agency decision shall be placed in the employee's official personnel file. If the decision incorporates a notice of proposed or summary action, in whole or in part, the notice of proposed or summary action shall be attached to the final agency decision before filing in the official personnel file.

1623.10 Except in the case of a removals, a final agency decision shall be retained by the personnel authority in the official personnel file for three (3) years unless sooner ordered withdrawn by the issuing official, the official's superiors or successors, a court of competent jurisdiction, an arbitrator of competent jurisdiction, the appropriate personnel authority, the Office of Human Rights, or pursuant to a settlement agreement.

1623.11 A final agency decision separating an employee from government service shall be a permanent record maintained by the personnel authority in the official personnel file.

1624 [RESERVED]

1625 APPEAL RIGHTS

1625.1 An employee who disputes a final agency reprimand or a final agency corrective, adverse, or enforced leave action under this chapter may seek one (1) of the following remedies:

- (a) For enforced leave actions of less than ten (10) days and for corrective actions, the employee may elect to pursue a grievance within ten (10) days after the issuance date of the final agency action;
- (b) For enforced leave actions of ten (10) or more days and adverse actions, the employee may elect to appeal the final agency action to the Office of Employee Appeals (OEA) no more than thirty (30) days after the effective date of the final agency decision; and
- (c) For any other agency actions under this chapter, the employee may elect to pursue a grievance no more than forty-five (45) business days after the date of the alleged violation or final action, whichever is later.

1625.2 Notwithstanding Subsection 1625.1, a system of grievance resolution negotiated between the District and a labor organization shall take precedence over the procedures of this chapter for employees in a bargaining unit represented by the labor organization.

1625.3 Neither a grievance nor an appeal to OEA shall delay implementation of a final agency action under this chapter.

1626 GRIEVANCE POLICY AND APPLICABILITY

1626.1 The District of Columbia government maintains a grievance policy and procedure to allow for the prompt, fair and orderly resolution of grievances and complaints relating to District employment. The grievance procedures shall be applied to:

- (a) Provide procedural consistency across District agencies;
- (b) Ensure applicants and employees have access to procedures to address complaints and grievances timely, fairly, and without fear of reprisal; and
- (c) Resolve workplace issues efficiently and effectively.

1626.2 Notwithstanding § 1600 and except for the Mayor, members of the Council, sworn members of the Metropolitan Police Department, and employees in the Executive and Excepted Services, the grievance policies and procedures established at §§ 1626 through 1635 apply to all applicants and employees of all District agencies except:

- (a) The District of Columbia Superior Court and Court of Appeals;
- (b) The University of the District of Columbia;
- (c) The District of Columbia Public Schools;
- (d) Members of District boards and commissions; and
- (e) Advisory Neighborhood Commissions.

1626.3 Employees subject to a negotiated collective bargaining agreement may choose between any grievance procedure contained in the agreement and the grievance procedure outlined in §§ 1627 through 1637, but not both.

1626.4 Disciplinary actions taken against attorneys pursuant to Chapter 36 of Title 6-B DCMR shall not be subject to grievance procedures established in §§ 1627 through 1637.

1627 MATTERS SUBJECT TO GRIEVANCE PROCEDURES

1627.1 An applicant or employee may grieve any agency action taken pursuant to this subtitle if:

- (a) A provision of this subtitle has been violated; and
- (b) The applicant or employee has suffered or will suffer harm as a result of that violation, which is neither trivial nor speculative.

1627.2 Notwithstanding § 1627.1, no applicant or employee may submit a grievance to an agency action under this subtitle if the action is:

- (a) Not subject to a grievance or appeal by law or regulation;
- (b) Taken to implement the lawful order of a court or other tribunal recognized by law; or
- (c) Agreed to by the applicant or employee.

1628 FILING A GRIEVANCE; TIME LIMITS

- 1628.1 All grievances shall be made using a grievance form provided by the Director of the District of Columbia Department of Human Resources (DCHR). DCHR shall maintain the grievance form on its internet website.
- 1628.2 Each grievance shall include the following:
- (a) The name, e-mail address, and phone number of the applicant or employee seeking the relief;
 - (b) For employees, the name, e-mail address, phone number, and agency of his or her immediate supervisor;
 - (c) The name of the agency at issue;
 - (d) A concise written statement of facts, including dates, that establishes the alleged violation;
 - (e) A written statement as to the applicant or employee's injury; and
 - (f) The relief sought by the applicant or employee.
- 1628.3 For purposes of this chapter, grievance official means:
- (a) For applicants seeking employment in agencies under the authority of the Mayor, the Director of DCHR, or his or her designee;
 - (b) For applicants seeking employment in a District government agency independent of the Mayor's personnel authority, the personnel authority for the independent agency, or his or her designee; and
 - (c) For employees, the employee's supervisor who has the authority to resolve the grievance and for whom there is no conflict of interest (typically the immediate supervisor or the immediate supervisor's immediate superior).
- 1628.4 Grievances of corrective actions and of enforced leave actions of less than ten (10) days shall be filed with the appropriate grievance official within ten (10) days of the issue date of the final decision.
- 1628.5 All other grievances shall be filed with the appropriate grievance official no more than forty-five (45) business days from the date of the alleged violation or the final action, whichever is later.
- 1628.6 Grievances may be filed with the grievance official by one of the following means:
- (a) By mail to the official's principal business address;

- (b) By e-mail to the grievance official; or
- (c) By hand delivery to the grievance official's principal business address.

1629 INITIAL GRIEVANCE REVIEW

- 1629.1 Upon receipt, the grievance official shall make a preliminary determination as to whether the grievance meets the criteria set forth in §§ 1627 and 1628.
- 1629.2 Within five (5) days of receipt, the grievance official shall do one of the following:
- (a) Acknowledge receipt and begin processing the grievance pursuant to § 1630;
 - (b) Deny the grievance as being a matter not subject to review pursuant to § 1627;
 - (c) Deny the grievance as being untimely pursuant to § 1628.4; or
 - (d) Request the grievant to supply additional information required by § 1628.2.

1630 FIRST LEVEL GRIEVANCE REVIEWS

- 1630.1 Within five (5) days of acknowledging the grievance, the grievance official, or designee, shall interview the grievant and review the record.
- 1630.2 Unless mediation has already been attempted pursuant to § 1635, at the interview, the grievance official shall inform the grievant that he or she has the option of pursuing mediation. The grievant shall execute either a declination of mediation or a mediation agreement. If mediation is declined, the grievance official shall proceed with the initial grievance interview, in accordance with § 1630.3. If mediation is elected by executing a mediation agreement, mediation shall proceed in accordance with § 1635.
- 1630.3 During the interview, the grievance official, or designee, shall note the grievant's specific allegations, the facts supporting those assertions and the relief being sought by the grievant.
- 1630.4 The grievance official, or designee, shall interview the subject of the grievance and any additional witnesses deemed appropriate to the grievance. Following each interview, the grievance official shall summarize each interview in writing.
- 1630.5 Within five (5) days of interviewing the grievant, the grievance official, or designee, shall issue a first level grievance decision and report based on the totality of the facts.
- (a) If the grievance official finds that the grievance is substantiated by the facts, the grievance decision shall specify the remedy being provided and the date the remedy will be implemented.
 - (b) If the grievance official finds that the grievance is not substantiated by the facts, then the grievance shall be denied.

1630.6 Within five (5) days of the issuance of the first level grievance decision, a grievant may notify the grievance official in writing that he or she is not satisfied with the decision. The notification shall include any additional arguments and documents that support the grievant's position. Upon receipt of this notification, the grievance official shall proceed to the second level of grievance review.

1631 SECOND LEVEL GRIEVANCE REVIEWS

1631.1 At the second level grievance review, the grievance shall be reviewed by a second level official in the grievant's chain of command who reports directly to the agency head.

- (a) If the first level grievance official reports directly to the agency head, the grievance request for further review shall be treated as a notification under § 1631.6 and processed pursuant to § 1632.
- (b) If the first level grievance official is the agency head, the grievance request for further review shall be treated as a notification under § 1632.8 and processed pursuant to § 1633.
- (c) Except when the personnel authority is the D.C. Department of Human Resources, in the event the first grievance official and the personnel authority are the same person, the grievance official's decision shall be deemed the decision of the personnel authority pursuant to § 1633.4.

1631.2 Within two (2) days of receiving the notification specified in § 1630.6, the grievance official shall forward all materials to the second level official for resolution. The materials forwarded shall include the grievance application, the grievance official's decision and report, any interview summaries, any records reviewed by the grievance official in rendering his or her decision, and the notification requesting second level review.

1631.3 In his or her discretion, and within no more than ten (10) days, the second level official may interview the grievant and any other individuals deemed necessary. An interview summary shall be created following any interview.

1631.4 After having completed any interviews, and any further investigation that may be deemed appropriate by the second level official, the second level official shall issue a second level grievance report and decision based on the totality of the facts.

1631.5 If the second level official finds that the grievance is substantiated by the facts, the grievance decision shall specify the remedy being provided and the date the remedy will be implemented.

- (a) If the second level official finds that the grievance is not substantiated by the facts, then the grievance shall be denied.

- (b) The second level grievance decision shall be issued no more than twenty-one (21) days following the second level official's receipt of the grievance and shall inform the grievant of his or her right to seek a final grievance review.

1631.6 Within five (5) days of the issuance of the second level grievance decision, a grievant may notify the original grievance official in writing that he or she is not satisfied with the decision and request a third level grievance review. Upon receipt of this notification, the grievance official shall proceed to the third level grievance review.

1632 THIRD LEVEL GRIEVANCE REVIEWS

1632.1 At the third level of grievance review, the grievance shall be reviewed by the agency head.

1632.2 Within two (2) days of receiving the notification specified in § 1631.6, the grievance official shall forward all materials to the agency head for resolution. The materials forwarded shall include the grievance application, the second level official's decision and report, any interview summaries, any records reviewed by the second level official in rendering his or her decision, and the notification requesting third level review.

1632.3 In his or her discretion, and within no more than ten (10) days, the agency head may interview the grievant and any other individuals deemed necessary. An interview summary shall be created following any interview.

1632.4 After having completed any interviews, and any further investigation that may be deemed appropriate by the agency head, the agency head shall issue a third level grievance report and decision based on the totality of the facts.

1632.5 If the agency head finds that the grievance is substantiated by the facts, the grievance decision shall specify the remedy being provided and the date the remedy will be implemented.

1632.6 If the agency head finds that the grievance is not substantiated by the facts, then the grievance shall be denied.

1632.7 The third level grievance decision shall be issued no more than twenty-one (21) days following the notification specified in § 1631.6 and shall inform the grievant of his or her right to seek a final review.

1632.8 Within five (5) days of the issuance of the third level grievance decision, a grievant may notify the original grievance official in writing that he or she is not satisfied with the decision and request a final review. Upon receipt of this notification, the grievance official shall proceed to the final grievance review.

1633 FINAL GRIEVANCE REVIEWS

1633.1 At the final level of grievance review, the grievance shall be reviewed and decided by the personnel authority. For purposes of this section, when the grievant is an employee

of the Department of Human Resources, the personnel authority shall mean the City Administrator or his or her designee.

1633.2 Within two (2) days of receiving the grievance request for a final review, the grievance official shall forward all materials the agency received during the grievance process to the personnel authority.

1633.3 The personnel authority shall conduct a thorough records review of the grievance.

(a) If the personnel authority finds that the grievance is substantiated by the facts, the grievance decision shall specify the remedy being provided and the date the remedy will be implemented.

(b) If the personnel authority finds that the grievance is not substantiated by the facts, then the grievance shall be denied.

1633.4 The decision of the personnel authority shall be delivered to the agency and the grievant no more than thirty (30) days after receiving the grievance request. The decision of the personnel authority shall be final and not subject to any further grievance or appeal before any administrative body or court.

1634 GRIEVANCES UNDER COLLECTIVE BARGAINING AGREEMENTS

1634.1 Notwithstanding any other provision in this chapter, a negotiated grievance procedure established within a collective bargaining agreement shall supersede and replace the grievance procedures established in this chapter.

1635 MEDIATION

1635.1 Mediation shall be initiated by the grievant executing and presenting the grievance official with a mediation agreement, pursuant to § 1630.2. The mediation agreement shall be a standard agreement form issued by the personnel authority. The agreement shall, at a minimum:

(a) Explain the nature of the mediation process;

(b) Explain the respective roles the parties;

(c) Explain the confidential and privileged nature of mediation communications, consistent with D.C. Official Code §§ 16-4203 and 16-4207; and

(d) Explain the potential remedies that are available, consistent with § 1636.

1635.2 The grievance official shall forward a copy of the agreement to the personnel authority. Within five (5) business days, the personnel authority shall designate an individual to serve as a mediator and the agency head, or his or her designee, shall designate an appropriate agency official to serve as the agency representative. The mediator shall either be an attorney licensed to practice law in the District of Columbia or an

individual trained in conducting mediation. The agency representative shall have sufficient authority to mediate the dispute.

- 1635.3 The mediator shall schedule the mediation date(s) and conduct the mediation proceedings in such a manner as to ensure a fair and equitable result. However, the mediation process must be concluded within thirty (30) days from the date the mediator was designated by the personnel authority. If mediation has not concluded within that time period, the matter shall be returned to the grievance official for the first level of review.
- 1635.4 The parties may agree to any remedies permitted under § 1636. If an amicable resolution of the grievance is reached through mediation, the terms of the resolution shall be reduced to writing in a Mediation Settlement Agreement and signed by all parties, including the mediator. The written resolution shall be binding on all parties and is not subject to review by any administrative body, court or other tribunal.
- 1635.5 If the parties are unable to resolve the grievance through the mediation process, the grievance shall be returned to the grievance official to resume the first level grievance review. Grievances shall be returned to the grievance official by the mediator on either the date the mediator determines that no resolution can be reached or thirty (30) days from the date the mediator was designated by the personnel authority, whichever is earlier.
- 1635.6 If a grievance is returned to the grievance official pursuant to § 1635.5, the grievance official shall proceed with the first level grievance review pursuant § 1630.

1636 REMEDIES

- 1636.1 Whenever a grievance is substantiated, the appropriate deciding official shall establish a remedy that is equitable and fitting to the circumstances.
- 1636.2 Remedies provided under this section shall be consistent with, but need not precisely conform to, the provisions of this subtitle. However, remedies that vary from the precise language of any regulation shall conform to the variance standards established at Chapter 1.
- 1636.3 Remedies under this section shall be limited to those remedies within the authority of the personnel authority.

1637 DISMISSAL OF GRIEVANCE

- 1637.1 A grievant may request a dismissal of the grievance at any time.
- 1637.2 A grievance official may dismiss a grievance if the grievant substantially fails to carry out his or her responsibilities; fails to participate with; or otherwise impedes the grievance process under this chapter.

1637.3 A dismissal issued pursuant to this section following the issuance of a second level grievance decision shall be with prejudice.

1637.4 A dismissal of a grievance under this section shall not toll or otherwise enlarge the time limits established in § 1628.

1699 DEFINITIONS

1699.1 As used in this chapter the following meanings apply –

Administrative leave – an excused absence with full pay and benefits that is not charged to annual leave or sick leave

Admonition – any written communication from a supervisor or manager to an employee, up to but excluding an official reprimand, that advises or counsels the employee about conduct or performance deficiencies, and the possibility that future violations will result in corrective or adverse action.

Adverse action – a suspension of ten (10) workdays or more, a reduction in grade, or a removal.

Agency – any unit of the District of Columbia government, excluding the courts, required by law or by the Mayor of the District of Columbia to administer any law, rule, or any regulation adopted under authority of law. The term “agency” shall also include any unit of the District of Columbia government created by the reorganization of one (1) or more of the units of an agency and any unit of the District of Columbia government created or organized by the Council of the District of Columbia as an agency, and shall include boards and commissions as described in D.C. Official Code § 1-603.01(13).

Cause – a reason that is neither arbitrary nor capricious, such as misconduct or performance deficits, which warrants administrative action, including corrective and adverse actions. The classes of conduct and performance deficits outlined in § 1605 constitute causes for corrective and adverse action.

Conduct – the act, manner or process taken by an employee to carry on, including the lack or omission of taking action or carrying out duties and responsibilities.

Corrective action – an official reprimand, involuntary reassignment or a suspension of less than ten (10) workdays.

Days – are calendar days for all periods of more than ten (10) days; otherwise, days are workdays.

Deciding official – the individual who issues a final decision on a disciplinary action in accordance with § 1623.

Disciplinary action – a corrective or adverse action taken against an employee.

Enforced leave – involuntary placement of an employee in a leave status in accordance with § 1617.

Ex parte communication – an oral or written communication between a hearing officer and only one of the parties, either the employee or management.

Exempt employee – individuals serving the District of Columbia in the Management Supervisory Services.

Grievance official – see § 1628.

Hearing officer – an impartial individual who assess the sufficiency of a proposed action consistent with § 1622.

Independent agency – an agency that is not subject to the administrative control of the Mayor.

Manager – an individual responsible for controlling or administering all or part of an agency or its operation. The term “manager” includes all individuals who supervise others and are employed in the Executive, Excepted and Management Supervisory Services, and similar managerial at-will employees.

Nexus – connection or link (such as a connection to an employee’s duties and responsibilities).

Personnel authority – an individual or entity with the authority to administer all or part of a personnel management program as provided in D.C. Official Code §§ 1-604.01 *et seq.*

Personal history – information about a specific individual, including information about his or her educational, financial, criminal, or employment status or history.

Progressive disciplinary process – refers to the incremental steps to correct either misconduct or systemic performance deficits. Typically, the process includes verbal counseling, reprimand, corrective action and adverse action.

Proposing official – an agency head or an official authorized by the agency head to issue a written notice of proposed corrective or adverse action or enforced leave.

Reduction in grade – an involuntary action that changes an employee to a lower grade level, typically with lower pay.

Removal – the involuntary separation of an employee from District government service.

Reprimand – a written, official censure of an employee that is placed in the employee’s Official Personnel Folder.

Subordinate agency – any agency under the direct administrative control of the Mayor.

Summary action – an action taken to immediately suspend or separate an employee pursuant to § 1616.

Suspension – the temporary placing of an employee in a non-duty, non-pay status.

Standard - any criterion, guideline, or measure established by appropriate authority for the purpose of making objective comparisons or determinations for such purposes, including, but not limited to, the classification of positions, establishment of pay, evaluation of qualifications, and appraisal of work performance.

Temporary appointment – a Career Service appointment effected as provided in Chapter 8 of these regulations that has a specific time limitation of one (1) year or less.

Toll - to delay, suspend or hold off the effect of a statute, regulation or rule.

With prejudice – mean without the ability to re-bring an action; for example, a grievance dismissed with prejudice cannot be reinitiated and the dismissal is final.

Supervisor – an individual who supervises another employee or his or her activities.

D.C. Register Updates for Chapter 16 of the D.C. Personnel Regulations,
General Discipline and Grievances

The following *D.C. Register* citations identify when a given section(s) of Chapter 16, General Discipline and Grievances, of Title 6 of the District of Columbia Municipal Regulations, was amended. Following the publication in the *D.C. Register* of subsequent final rulemaking notices, this Addendum will be updated accordingly.

For the convenience of DPM subscribers, the Addendum identifies amendments on a section-by-section basis, as well as the page in this DPM Transmittal impacted by the amendment(s) occurred, and provides brief comments on the amendment(s) accomplished.

<i>D.C. Register</i> Date	Section(s)	Change(s) Reflected on Page(s)	Comments
34 DCR 1845 (3/20/87)	Sections 1601 through 1618; 1631 through 1641	Pages 1- 37 (DPM Transmittal No. 1 (undated))	
37 DCR 8297 (12/21/90)	Sections 1601, 1603, 1618	Pages 3, 5, 6, 19, 22 (DPM Transmittal No. 22)	
46 DCR 7208 (9/10/99)	Section 1603	DPM Transmittal not issued	Section 1603, <i>Definition of Cause</i> , amended in chapter
47 DCR 7094 (9/1/00)	Sections 1600 through 1637; and 1699	Pages 1-19 Entire Chapter (DPM Transmittal No. 63)	These rules implemented the new general discipline and grievances provisions pursuant to D.C. Official Code § 1-616.51 <i>et seq.</i> Name of chapter changed from “Adverse Action and Grievances” to “General Discipline and Grievances;” Table of Appropriate Penalties removed from the chapter
49 DCR 11781 (12/27/02)	Sections 1601, 1603, 1606, 1612, 1614, 1615, 1616, 1617, 1630, 1631, 1699	Pages 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19 (DPM Transmittal No. 92)	Deleted provision stating that at-will employees may be subjected to any or all of the measures in the chapter, etc.; added a provision that the final decision in the case of summary suspension/summary removal actions shall be issued not later than 45 days from the date of delivery of the summary suspension/summary removal notice
50 DCR 3185 (4/25/03)	Section 1631	Page 15 (DPM Transmittal No. 97)	Clarifies that the non-adoption of a suggestion or the failure to receive an incentive award are not grievable matters
51 DCR 7951 (8/13/04)	Sections 1600, 1604, 1605, 1608, 1614, 1615, 1616, 1617, 1618, 1619, 1631, 1634, 1635, 1699	Pages 1, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 19, 20 (DPM Transmittal No. 114)	Among other changes, the rules informed covered employees of their right to file an appeal with the OEA for any enforced leave that lasts 10 or more days

D.C. Register Date	Section(s)	Change(s) Reflected on Page(s)	Comments
53 DCR 3974 (5/12/06)	Section 1601	Pages 1, 2 (DPM Transmittal No. 144)	Amended section 1601.5 of the chapter to add the provisions of Title V of the Omnibus Public Safety Agency Reform Amendment Act of 2004
55 DCR 1775 (2/22/08)	Sections 1600, 1601, 1603, 1604, 1606, 1608, 1619, 1620, 1699	Pages 1, 3, 4, 5, 6, 8, 14-22, and 26-28 (DPM Transmittal No. 161)	Addition of a new section 1604.3 to the chapter to provide that a proposing official may attempt to resolve a proposed corrective action of a suspension of less than 10 days by conducting a Resolution Conference; changes to section 1603.3 to modify the definition of the causes for which disciplinary action may be taken; and <i>Table of Appropriate Penalties</i> added to the chapter (section 1619)
59 DCR 008398 (7/13/12)	Sections 1600.2, 1630.1 and 1630.2	Pages 1, and 22 (DPM Transmittal No. 206)	The rules amended subsections 1600.2, 1630.1 and 1630.2 to add the Educational Service employees in the Office of the State Superintendent of Education.
63 DCR 001265 (02/05/16)	Sections 1600 through 1699	Pages 1 -35 Entire Chapter (DPM Transmittal No. 227)	These rules implemented the new discipline and grievances provision pursuant to D.C. Official Code § 1-616.51 <i>et seq.</i> Name of chapter changed from “General Discipline and Grievances” to “Corrective and Adverse Actions; Enforced Leave; and Grievances”.
63 DCR 001265 (02/05/16)	Sections 1600 through 1699	Pages 1 -35 Entire Chapter (DPM Transmittal No. 227)	These rules implemented the new discipline and grievances provision pursuant to D.C. Official Code § 1-616.51 <i>et seq.</i> Name of chapter changed from “General Discipline and Grievances” to “Corrective and Adverse Actions; Enforced Leave; and Grievances”.
64 DCR 004623 (05/12/17)	Sections 1600, 1602, 1605, 1606, 1607, 1610, 1611, 1612, 1613, 1621, 1622, 1623, 1625, 1626, 1629, 1630, 1631,	Pages 1 -40 Entire Chapter (DPM Transmittal No.231)	These rules amend the provisions for the discipline and grievance program. Add language to exclude excepted service employees and sworn members of the Metropolitan Police Department; allow management supervisory service employees to file grievances;

<i>D.C. Register Date</i>	Section(s)	Change(s) Reflected on Page(s)	Comments
	1632, 1699		clarify that the unlawful possession of controlled substances or paraphernalia violations is caused for corrective or adverse action; require written justification when a deciding official deviates from the table of illustrative action; clarify managerial staff obligation to create a work environment that will reduce the need for disciplinary action. In addition, amended sections 1602, 1606, 1607, 1612, 1613, 1621, 1622, 1623, 1625, 1626, 1629, 1630, 1631, 1631, 1699.
66 DCR 005866 (5/10/2019)	Section(s)1625, 1628, 1634	DPM transmittal No. 238	The chapter was amended to make clear that negotiated grievance procedures within a collective bargaining agreement supersede the grievance provisions of Chapter 16, consistent with D.C. Official Code § 1-616.52.

First Name	Last Name	Ward of Residence	Confirmation Date	Term end	Number of Years Served
Jeanne	Jordan	Ward 2	10/31/2016	4/18/2025	6
Mike	Pentella	Iowa Resident	10/27/2017	4/18/2023	5
LaKeisha	McClary	Ward 7	11/6/2019	4/18/2025	3
Henry	Swofford	Virginia Resident	3/16/2021	4/18/2023	2
Richard	Tontarski	Virginia Resident	1/12/2023	11/26/2023	2
Eugene	Lien	Other	1/12/2023	4/18/2025	
Tracey	Dawson Green	Virginia Resident	1/12/2023	11/26/2024	
Anthony	Crispino				

BOARD OR COMMISSION - B or C	Seat Designation (specific role)	Appointment Status	Appointee Designation
Science Advisory Board	Scientist Member with expertise in statistics	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Scientist Member	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Scientist Member	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Forensic Scientist member	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Forensic Scientist member	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Scientist with expertise in Quality Assurance	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Forensic Scientist member	Active / filled seat	Mayoral Appointee, Public Member
Science Advisory Board	Department of Forensic Sciences (DFS) Designee	Active / filled seat	Mayoral Appointee, DC Agency Representative
Science Advisory Board	Scientist with expertise in Quality Assurance	Vacant / unoccupied seat	Mayoral Appointee, Public Member
Science Advisory Board	Scientist Member	Vacant / unoccupied seat	Mayoral Appointee, Public Member

Question 20: MOUs FY 2022

1. MOU with University of Vermont's Medical Lab Science Program Clinical Affiliation Agreement
2. MOU with OCME on defibrillator maintenance
3. MOU with Prince George's County FEMS
4. MOU with Howard University Internship Agreement
5. MOU with DOH—Global
6. MOU with DCHR for Compliance Services
7. MOU with DBH for Covid-19
8. MOU with Unity for Covid-19
9. MOU with PWI for Covid-19
10. MOU with Mary Center for Covid-19
11. MOU with DYRS for Covid-19
12. MOU with HSEMA on FEMA reimbursement funds
13. MOU with DOH on Wastewater
14. MOA with US Dept of Health and Human Services-- NHANES truck
15. MOU with DGS for mail services
16. MOU with OSSE for Health Inspections of Summer Food
17. MOU with ABRA for Illicit Cannabis Task Force
18. MOU with OCME for Virology Services
19. MOU with OCFO for Shared Services
20. MOU with OCP for MSS 14
21. MOU with DGS for Parking
22. MOU with DOH on Opioid Surveillance
23. MOU with DOH on Overdose Data Collection

MOUs FY 2023

1. MOU with Prince George's County FEMS
2. MOU with Office of Victim Services
3. MOU with DC Health Crisis Response
4. MOU with DC Health ELC Core
5. MOU with DC Health for Data Modernization
6. MOU with DC Health for PHEP
7. MOU with DC Health for ELC Enhancement
8. MOU with DC Health for Overdose to Action
9. MOU with DC Health for Workforce Development
10. MOU with DC Health for Crisis Covid-19
11. MOU with DC Health for ELC Advanced Molecular Detection program
12. MOU with DC Health for Public Health Lab Preparedness
13. MOU with OCFO
14. MOU with HSEMA for FEMA funds

15. MOU with DOC for surveillance
16. MOU with DCHR for Compliance Services
17. MOU with DC Health for Wastewater Surveillance
18. MOU with Loyola University
19. MOA with OCME on Deceased Notifications
20. MOU with MPD for PCP Remediation

(FR0) DEPARTMENT OF FORENSIC SCIENCES

MISSION

The mission of the Department of Forensic Sciences (DFS) is to produce high-quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices, unbiased science, and transparency with the overall goal of enhancing public health and safety.

SCOPE

DFS provides independent analysis of evidence and samples submitted by agencies within the District of Columbia and its federal neighbors. The Forensic Science Laboratory division analyzes evidence submitted from criminal charges, including DNA, fingerprints, firearms and digital technologies. DFS also provides expert witness testimony in defense of their analytical reports in the District's courts of law. The Public Health Laboratory division provides diagnostic and analytical testing for biological pathogens and chemical agents from clinical, environmental, or food sources and provides emergency response testing. The Crime Scene Sciences division collects, analyzes, processes, and preserves evidence found at crime scenes in the District. The DFS Directorate supports the work of the entire agency through strategic direction, training, quality assurance, research, recruitment and hiring of personnel, information technology, data management, fleet management, procurement, and other administrative support services.

CAPITAL PROGRAM OBJECTIVES

- Provide the infrastructure to retain data from high resolution cameras for crime scene photography, high resolution 3D Laser (LIDAR) Scanners for Crime Scene Mapping.
- Provide the infrastructure to facilitate a digital repository, called Mideo, to enhance the digital analysis of firearms and latent fingerprints.
- Provide the digital storage to utilize next generation sequencing equipment for DNA analysis and the analysis of public health samples.
- Support DNA mixture interpretation software, called STRMix, to accurately determine suspicious DNA on crime scene evidence.
- Invest in the digital infrastructure to market services provided by the Digital Evidence Unit to increase evidence intake.
- Maintain digital storage capacity for an operation that creates digital evidence at an average rate of 2-4 terabytes per day.

HIGHLIGHTS OF RECENT ACCOMPLISHMENTS

New software application investments:

Mideo – For digital workflow analysis in Fingerprints and Firearms as well as Digital Image Management.

STRMix – to accurately determine suspicious DNA on crime scene evidence.

MiSeq – Next Generation DNA Sequencing.

Leica 3D Imaging Solution – For constructing accurate 3D models of Crime Scenes.

Elements on this page of the Agency Summary include:

- **Funding Tables:** Past budget allotments show the allotment balance, calculated as allotments received to date less all obligations (the sum of expenditures, encumbrances, intra-District advances and pre-encumbrances). Agencies are allowed to encumber and pre-encumber funds up to the limit of a capital project’s budget authority, which might be higher than allotments received to date. For this reason, a negative balance on a project sheet does not necessarily indicate overspending or an anti-deficiency violation. A negative balance is permitted in this calculation of remaining allotment authority.
- **Additional Appropriations Data (\$000):** Provides a summary of the budget authority over the life of the project. The table can be read as follows:
 - **Original 6-Year Budget Authority:** Represents the authority from the fiscal year in which budget was first appropriated through the next 5 years.
 - **Budget Authority Through FY 2027 :** Represents the lifetime budget authority, including the 6-year budget authority for FY 2022 through FY 2027.
 - **FY 2022 Budget Authority Revisions:** Represents the changes to the budget authority as a result of reprogramming, redirections and rescissions (also reflected in Appendix F) for the current fiscal year.
 - **6-Year Budget Authority Through FY 2027 :** This is the total 6-year authority for FY 2022 through FY 2027 including changes from the current fiscal year.
 - **Budget Authority Request Through FY 2028 :** Represents the 6-year budget authority for FY 2023 through FY 2028.
 - **Increase (Decrease) :** This is the change in 6-year budget requested for FY 2023 - FY 2028 (change in budget authority is shown in Appendix A).
- **Estimated Operating Impact:** If a project has operating impacts that the agency has quantified, the effects are summarized in the respective year of impact.
- **FTE Data (Total budget in FTE Table might differ from actual budget due to rounding):** Provides the number for Full-Time Equivalent (FTE) employees approved as eligible to be charged to capital projects by, or on behalf of, the agency. Additionally, it provides the total budget for these employees (Personal Services), the non personnel portion of the budget in the agency’s capital plan, and the percentage of the agency CIP budget from either expense category.
- **Facility Location Map:** For those agencies with facilities projects, a map reflecting projects and their geographic location within the District of Columbia.

(Dollars in Thousands)

Phase	Funding By Phase - Prior Funding					Approved Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
(03) Project Management	10,069	5,280	1,978	0	2,811	1,000	1,000	1,000	1,000	1,000	1,000	6,000
(04) Construction	1,801	633	8	25	1,136	270	0	0	0	0	0	270
(05) Equipment	9,294	6,480	103	155	2,555	995	926	917	907	1,033	1,096	5,874
(06) IT Requirements Development/Systems Design	994	972	22	0	0	0	0	0	0	0	0	0
TOTALS	22,158	13,365	2,110	180	6,502	2,265	1,926	1,917	1,907	2,033	2,096	12,144

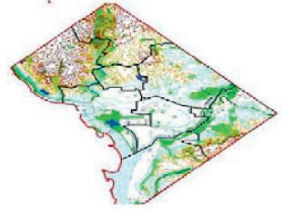
Source	Funding By Source - Prior Funding					Approved Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
GO Bonds - New (0300)	2,397	1,999	13	0	384	0	0	0	0	0	0	0
Pay Go (0301)	890	868	22	0	0	0	0	0	0	0	0	0
Equipment Lease (0302)	1,890	1,890	0	0	0	0	0	0	0	0	0	0
Short-Term Bonds – (0304)	16,981	8,608	2,075	180	6,118	2,265	1,926	1,917	1,907	2,033	2,096	12,144
TOTALS	22,158	13,365	2,110	180	6,502	2,265	1,926	1,917	1,907	2,033	2,096	12,144

Additional Appropriation Data			Estimated Operating Impact Summary						
First Appropriation FY		2013	Expenditure (+) or Cost Reduction (-)						
Original 6-Year Budget Authority		22,907	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
Budget Authority Through FY 2027		33,405	No estimated operating impact						
FY 2022 Budget Authority Changes		0							
6-Year Budget Authority Through FY 2027		33,405							
Budget Authority Request Through FY 2028		34,302							
Increase (Decrease)		897							

Full Time Equivalent Data			
Object	FTE	FY 2023 Budget	% of Project
Personal Services	0.0	0	0.0
Non Personal Services	0.0	2,265	100.0

FR0-FLE19-CRIME SCENE SPECIALIZATION VEHICLES

Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Implementing Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Project No: FLE19
Ward:
Location: DISTRICT-WIDE
Facility Name or Identifier: VEHICLES
Status: In multiple phases
Useful Life of the Project: 5
Estimated Full Funding Cost: \$618,000



Description:

The Department of Forensic Sciences (DFS) is to replace crime scene specialize vehicles using the Office of the Chief Financial Officer’s guidance for the ideal vehicle life cycle. The replacement of these vehicles is essential to maintain scene integrity while safeguarding evidence in the care of the crime scene scientists.

Justification:

The Crime Scene Specialization (CSS) vehicle replacement is critical to the effectiveness of our agency’s response time to crime scenes within the District. In FY20, CSS responded to more than 6,194 crime scenes within the District of Columbia. This is significant and speaks to the wear and tear CSS specialized vehicles endure because they are used to respond to various scenes. Since DFS processes crime scenes now, these vehicles are mission critical to the agency. The goal of DFS is to replace its vehicles at the optimal time to achieve greater productivity and lowered costs. Because the vehicles are utilized 24 hours each day, this can greatly impact the useful life of each vehicle. The capital project will meet the District’s Mayor’s “Safer, Stronger DC” plan by strengthening tools and resources needed to investigate crimes in the District.

Progress Assessment:

Currently, the Department of Forensic Sciences was allotted \$92,000 in FY21. This amount was used to procure and replace a few of the crime scene specialized vehicles purchased in 2013. The department plans to procure the following

- Two Chevy Express 3500 Vans

Related Projects:

N/A

(Dollars in Thousands)

Funding By Phase - Prior Funding						Proposed Funding						
Phase	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
(05) Equipment	467	284	0	0	183	72	21	17	7	33	0	150
TOTALS	467	284	0	0	183	72	21	17	7	33	0	150

Funding By Source - Prior Funding						Proposed Funding						
Source	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
Short-Term Bonds – (0304)	467	284	0	0	183	72	21	17	7	33	0	150
TOTALS	467	284	0	0	183	72	21	17	7	33	0	150

Additional Appropriation Data	
First Appropriation FY	2019
Original 6-Year Budget Authority	375
Budget Authority Through FY 2027	721
FY 2022 Budget Authority Changes	0
6-Year Budget Authority Through FY 2027	721
Budget Authority Request Through FY 2028	618
Increase (Decrease)	-103

Estimated Operating Impact Summary							
Expenditure (+) or Cost Reduction (-)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
No estimated operating impact							

Milestone Data	Projected	Actual
Environmental Approvals		
Design Start (FY)		
Design Complete (FY)		
Construction Start (FY)		
Construction Complete (FY)		
Closeout (FY)		

Full Time Equivalent Data			
Object	FTE	FY 2023 Budget	% of Project
Personal Services	0.0	0	0.0
Non Personal Services	0.0	72	100.0

FR0-DIG19-FORENSIC EVIDENCE DIGITAL STORAGE

Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Implementing Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Project No: DIG19
Ward: 6
Location: 401 E STREET SW
Facility Name or Identifier: CONSOLIDATED FORENSIC LABORATORY
Status: In multiple phases
Useful Life of the Project: 7
Estimated Full Funding Cost: \$9,803,000

Description:

DFS will use \$1 million in FY 2023, to meet the continually expanding needs of DFS data storage. The new storage capacity will need to be compatible with DFS' current storage system (for DFS and DEU). Specific functional systems have been employed for each of these capabilities to ensure the security of the housed data.

Justification:

Without expanding DFS's digital storage capacity, the agency cannot fulfill its mission to stakeholders and DC residents. Records have moved from file boxes to network shares and DFS is continuing the trend in providing cutting edge technology to assist with public safety. Without the expanded storage, the DFS cannot continue to provide the services to stakeholders and the community.

Progress Assessment:

In FY21, DFS procured switches and tiers of storage to continue digitization.

Related Projects:

As new technologies have been recently introduced, such as next generation sequencing in forensic DNA analysis, Mideo for the management and examination of images in latent fingerprint and firearms examination, and the continually improving resolution of images captured as evidence, such as at crime scenes, latent fingerprints etc, the amount of data captured grows exponentially. These developments in technology have led to the current trend growth in case related, forensic evidence data of 2-4 terabytes per day. This solution will address the storage needs generated from these systems.

(Dollars in Thousands)

Phase	Funding By Phase - Prior Funding					Proposed Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
(03) Project Management	3,803	1,368	253	0	2,182	1,000	1,000	1,000	1,000	1,000	1,000	6,000
TOTALS	3,803	1,368	253	0	2,182	1,000	1,000	1,000	1,000	1,000	1,000	6,000

Source	Funding By Source - Prior Funding					Proposed Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
Short-Term Bonds - (0304)	3,803	1,368	253	0	2,182	1,000	1,000	1,000	1,000	1,000	1,000	6,000
TOTALS	3,803	1,368	253	0	2,182	1,000	1,000	1,000	1,000	1,000	1,000	6,000

Additional Appropriation Data	
First Appropriation FY	2019
Original 6-Year Budget Authority	803
Budget Authority Through FY 2027	8,803
FY 2022 Budget Authority Changes	0
6-Year Budget Authority Through FY 2027	8,803
Budget Authority Request Through FY 2028	9,803
Increase (Decrease)	1,000

Estimated Operating Impact Summary							
Expenditure (+) or Cost Reduction (-)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
No estimated operating impact							

Milestone Data	Projected	Actual
Environmental Approvals		
Design Start (FY)		
Design Complete (FY)		
Construction Start (FY)		
Construction Complete (FY)		
Closeout (FY)		

Full Time Equivalent Data			
Object	FTE	FY 2023 Budget	% of Project
Personal Services	0.0	0	0.0
Non Personal Services	0.0	1,000	100.0

FR0-HDW02-LABORATORY & HOSPITAL EQUIPMENT - DFS

Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Implementing Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Project No: HDW02
Ward: 6
Location: 401 E STREET SW
Facility Name or Identifier: CONSOLIDATED FORENSIC LABORATORY
Status: In multiple phases
Useful Life of the Project: 10
Estimated Full Funding Cost: \$9,950,000

Description:

This project will fund the replacement and upgrade of equipment critical to the success of the agency. The funding replacement schedule is based upon the output from the CARSS system.

Justification:

This project is needed to fund the replacement of mission-critical instruments that have become outdated and that have been with the agency since its inception. The District of Columbia’s Comprehensive Plan includes policy themes that “ensure that infrastructure upgrades are carefully scheduled and coordinated with development and redeveloped plans.” DFS continues to ensure that infrastructure upgrades are carefully scheduled and coordinated by utilizing OCFO’s CARSS. This system ensures that we are remaining at the top of industry standards and that our replacement purchasing is carefully scheduled and coordinated.

Progress Assessment:

DFS procured drying cabinets, DCS5/Kit, Gas Chromatography Mass Spectrometer (GCMS), Gerstel Liquid Handler, Various types of Microscopes in FY21.

Related Projects:

N/A

(Dollars in Thousands)

Phase	Funding By Phase - Prior Funding					Proposed Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
(05) Equipment	4,226	1,600	100	155	2,371	922	905	900	900	1,000	1,096	5,723
TOTALS	4,226	1,600	100	155	2,371	922	905	900	900	1,000	1,096	5,723

Source	Funding By Source - Prior Funding					Proposed Funding						
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
GO Bonds - New (0300)	220	206	3	0	11	0	0	0	0	0	0	0
Short-Term Bonds -- (0304)	4,006	1,394	97	155	2,360	922	905	900	900	1,000	1,096	5,723
TOTALS	4,226	1,600	100	155	2,371	922	905	900	900	1,000	1,096	5,723

Additional Appropriation Data	
First Appropriation FY	2019
Original 6-Year Budget Authority	8,509
Budget Authority Through FY 2027	9,950
FY 2022 Budget Authority Changes	0
6-Year Budget Authority Through FY 2027	9,950
Budget Authority Request Through FY 2028	9,950
Increase (Decrease)	0

Estimated Operating Impact Summary							
Expenditure (+) or Cost Reduction (-)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
No estimated operating impact							

Milestone Data	Projected	Actual
Environmental Approvals		
Design Start (FY)		
Design Complete (FY)		
Construction Start (FY)		
Construction Complete (FY)		
Closeout (FY)		

Full Time Equivalent Data		
Object	FTE	FY 2023 Budget % of Project
Personal Services	0.0	0
Non Personal Services	0.0	922 100.0

AM0-VEM21-VEHICLE ELEVATOR MODERNIZATION

Agency: DEPARTMENT OF FORENSIC SCIENCES (FR0)
Implementing Agency: DEPARTMENT OF GENERAL SERVICES (AM0)
Project No: VEM21
Ward: 6
Location: 401 E STREET SW
Facility Name or Identifier: CONSOLIDATED FORENSIC LABORATORY
Status: Ongoing Subprojects
Useful Life of the Project:
Estimated Full Funding Cost: \$330,000

Description:

This project will restore the vehicle elevator at the Consolidated Forensic Laboratory (CFL) to reliable functioning. DFS will use \$270,000 in FY 2023 to conduct the modernization of the elevator.

Justification:

The CFL vehicle elevator is critical to the District and the CFL because it is needed to move evidentiary vehicles to the appropriate location in the CFL for processing. Since DFS' inception, DFS has processed over 2,369 vehicles. The CFL needs to have a reliable vehicle elevator that will transport the automobile into the facility safely and efficiently. To ensure timely, unbiased science, it is imperative that the vehicle elevator system be evaluated and replaced. This capital project will meet the District's Mayor's "Safer, Stronger DC" plan by strengthening tools and resources needed to investigate crimes in the District.

Progress Assessment:

N/A

Related Projects:

FR019 - Capital Renovations - DFS

(Dollars in Thousands)

Phase	Funding By Phase - Prior Funding						Proposed Funding					
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
(04) Construction	60	0	0	0	60	270	0	0	0	0	0	270
TOTALS	60	0	0	0	60	270	0	0	0	0	0	270

Source	Funding By Source - Prior Funding						Proposed Funding					
	Allotments	Spent	Enc/ID-Adv	Pre-Enc	Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
GO Bonds - New (0300)	60	0	0	0	60	0	0	0	0	0	0	0
Short-Term Bonds -- (0304)	0	0	0	0	0	270	0	0	0	0	0	270
TOTALS	60	0	0	0	60	270	0	0	0	0	0	270

Additional Appropriation Data	
First Appropriation FY	2021
Original 6-Year Budget Authority	300
Budget Authority Through FY 2027	330
FY 2022 Budget Authority Changes	0
6-Year Budget Authority Through FY 2027	330
Budget Authority Request Through FY 2028	330
Increase (Decrease)	0

Estimated Operating Impact Summary							
Expenditure (+) or Cost Reduction (-)	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	6 Yr Total
No estimated operating impact							

Milestone Data	Projected	Actual
Environmental Approvals		
Design Start (FY)		
Design Complete (FY)		
Construction Start (FY)		
Construction Complete (FY)		
Closeout (FY)		

Full Time Equivalent Data		
Object	FTE	FY 2023 Budget
Personal Services	0.0	0
Non Personal Services	0.0	270
		% of Project
		0.0
		100.0

23: Please provide a complete accounting of all **federal grants** received for FY 2022 and FY 2023, to date, including the amount, the purpose for which the funds were granted, whether those purposes were achieved and, for FY 2022, the amount of any unspent funds that did not carry over.

FEDERAL FUNDS RECEIVED IN FY22					
NAME OF CoAg/GRANT	\$ FUNDING	PURPOSE	PURPOSE ACHIEVED	UNSPENT	CARRYOVER
AMD -ELCAM	\$1,287,724.00	Advanced Molecular Detection of infectious diseases (Sequencing, etc)	Yes however work is still ongoing	\$1,242,466.57	\$1,242,466.57
CDC Crisis Response Public Health Workforce Coopertaive Agreement Budget - COVPH	\$512,765.00	to establish, expand, and sustain a public health workforce	Yes however work is still ongoing	\$57,043.06	\$57,043.06
C2data Modernization Cooperative Budget - ELCDMI	\$200,000.00	Implement and Enhance Labortory Information Systems and Data exchange	Yes however work is still ongoing	\$42,390.45	\$0.00
ELC CORE -ELCOR	\$914,361.10	wr#gjhfw#suhyhw#lqg#hvsrqq#r#kh# jurz ljj#kudw#rvhg#e #qihfwrxv# gldv#	Yes however work is still ongoing	\$321,181.71	\$0.00

ELC CARES - COV2C	\$1,729,713.91	to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.	Yes however work is still ongoing	DC health took the \$ back	
ELC ENHANCED DETECTION - COVERD	\$1,356,950.07	To a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to: diagnostic tests, tests for contact tracing, and surveillance of asymptomatic persons to determine community spread.	Yes however work is still ongoing	\$287,358.01	\$0.00
LRN - ELCLR	\$142,473.00	To enhance the laboratory's Laboratory Response Network (LRN). The LRN's purpose is to run a network of laboratories that can respond to biological and chemical threats and other public health emergencies	Yes however work is still ongoing	\$132,977.24	\$132,977.24
OD2A BP3- OP122	\$399,842.00	Opioid surveillance		\$55,189.49	\$0.00
PHEP BP3 - ELC2B	\$400,000.00	helps health departments build and strengthen their abilities to effectively respond to a range of public health threats, including infectious diseases, natural disasters, and biological, chemical, nuclear, and radiological events.	Yes however work is still ongoing	\$58,809.65	\$58,809.65
PHEP Crisis Response - COVP2	\$286,230.07	khs v#khdok #ghs dwp hqw#xlg #lqg# vwhqjwkqg#khl#lelwhv#r#ihfwlyh# uhvsrqg#r#l#dqjh#r#x#edf#khdok#k#undw/# lqfoxglqj#qihfwrxv#g#lhdvhv#q#dw#ud# glvdwhuv#lqg#e#lr#r#j#fdo#f#khp#fdo#p#x#f#du# dqg#ldg#lr#r#j#fdo#y#hqw#	Yes however work is still ongoing	\$62,958.84	\$62,958.84

BIOWATCH	\$916,042.00	To support environmental testing of air quality filters in and around the District for Biothreat agents	Yes however work is still ongoing	\$114,916.86	\$0.00
Summer Feeding (OSSE)	\$28,085.69	Microbiology testing for food surveillance for the Districts Summer feeding program.	Yes	\$0.00	\$0.00
HAHSTA -Pharyngeal Test of Cure	\$25,362.00	Provide microbiology testing for suspected pharyngeal gonococcal treatment failures.	Yes	\$3,000.00	\$3,000.00
## # # #					
FEDERAL FUNDS RECEIVED IN FY23					
Project Name	Project No	FY23 MOU Amount			
ELC ENHANCED DETECTION (exp Jul 2024)	ELCENH	3,139,197.00			
CORE ELC	ELCHC	1,595,591.35			
HERPA Public Health Emergency Preparedness (PHEP)	PHPHC	219,913.84			
Advanced Molecular Detection (AMD)	AMD23	1,242,466.57			
HERPA Public Health Crisis Response	COVPHW	62,958.84			
Laboratory Research Network (exp Jul 2024) MOU7	ELCLRN	132,977.24			
HERPA Workforce Development Grant (PHIT)	PHIT	57,043.06			
HAI/AR (SHARP)	SHARP	533,652.00			
OD2A	OPIOD	\$340,256.00.			

Question: Part 1 Numbers 23 & 43 (PHL)

43: Was the agency a recipient of any federal grants stemming related to the COVID-19 pandemic during FY 2022 and FY 2023, to date, and, if so, how were those federal grant dollars used?

PHL: Lab staffing, Testing supplies, equipment, service agreements, Training and travel

Please provide a complete accounting of all **federal grants** received for FY 2022 and FY 2023, to date, including the amount, the purpose for which the funds were granted, whether those purposes were achieved and, for FY 2022, the amount of any unspent funds that did not carry over.

Application Year	Grant Award #/ Year	OCFO Funding Attribute	Grant Amount	Carry-Over	Purpose	Status
FY19 CEBR	2020-DN-BX-0167/ 2020	DNA20	\$566,421	\$455,440	Outsourcing Contracts	Funding frozen until reaccreditation (extension to 09/30/2023)
FY20 CEBR	2020-DN-BX-0130/ 2021	DNA21	\$558,000	\$558,000	Personnel & Fringe benefits	Funding frozen until reaccreditation (extension to 09/30/2023)
FY21 CEBR	15PBJA-21-GG- 03109-DNAX/ 2022	DNA22	\$619,160	\$619,160	Personnel & Fringe benefits; Outsourcing Ownership CODIS Reviews	Funding frozen until reaccreditation (Performance Period ends 09/30/2023; will request extension)
FY22 CEBR	15PBJA-22-GG- 01630-DNAX/ 2023	DNA23	\$627,685	\$627,685	Personnel & fringe benefits; Outsourcing casework	Funding frozen until reaccreditation (Period of Performance ends 09/30/2024)
FY20 OD2A	5 NU17CE925008- 03-00	OPI22	\$340,256 (Year 4 allocation)	\$340,256	Personnel & Fringe benefits; Laboratory supplies and consumables	Period of Performance ends 08/31/2023

CEBR = Capacity Enhancement Backlog Reduction (DNA grant with BJA)

OD2A = Overdose to Action (Opioid grant with CDC)

FEDERAL FUNDS RECEIVED IN FY22					
NAME OF CoAg/GRANT	\$ FUNDING	PURPOSE	PURPOSE ACHIEVED	UNSPENT	CARRYOVER
AMD -ELCAM	\$1,287,724.00	Advanced Molecular Detection of infectious diseases (Sequencing, etc)	Yes however work is still ongoing	\$1,242,466.57	\$1,242,466.57
CDC Crisis Response Public Health Workforce Cooperative Agreement Budget -COVPH	\$512,765.00	to establish, expand, and sustain a public health	Yes however work is still ongoing	\$57,043.06	\$57,043.06
C2data Modernization Cooperative Budget -ELCDMI	\$200,000.00	Implement and Enhance Laboratory Information Systems and Data exchange	Yes however work is still ongoing	\$42,390.45	\$0.00
ELC CORE -ELCOR	\$914,361.10	to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing,	Yes however work is still ongoing	\$321,181.71	\$0.00
ELC CARES -COV2C	\$1,729,713.91	To a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to:	Yes however work is still ongoing	DC health took the \$ back	
ELC ENHANCED DETECTION -COVERD	\$1,356,950.07	To enhance the laboratory's Laboratory Response Network (LRN). The LRN's purpose is to run a network of laboratories that can respond to biological threats	Yes however work is still ongoing	\$287,358.01	\$0.00
LRN -ELCLR	\$142,473.00	Opioid surveillance	Yes however work is still ongoing	\$132,977.24	\$132,977.24
OD2A BP3-OP122	\$399,842.00	helps health departments build and strengthen their abilities to effectively respond to a range of public health threats, including	Yes however work is still ongoing	\$55,189.49	\$0.00
PHEP BP3 -ELC2B	\$400,000.00	dgq#vwuhqjwkhq#wkhl#delc hihfwlyho #uhvsrgg#wr#d#	Yes however work is still ongoing	\$62,958.84	\$62,958.84
PHEP Crisis Response -COVP2	\$286,230.07	To support environmental testing	Yes however work is still ongoing	\$114,916.86	\$0.00
BIOWATCH	\$916,042.00	surveillance for the Districts	Yes	\$0.00	\$0.00
Summer Feeding (OSSE)	\$28,085.69	Provide microbiology testing for suspected pharyngeal gonococcal treatment failures.	Yes	\$3,000.00	\$3,000.00
HAHSTA -Pharyngeal Test of Cure	\$25,362.00				

FEDERAL FUNDS RECEIVED IN FY23					
Project Name	Project No	FY23 MOU Amount			
ELC ENHANCED DETECTION (exp Jul 2024)	ELCENH	3,139,197.00			
CORE ELC	ELCHC	1,595,591.35			
HERPA Public Health Emergency Preparedness (PHEP)	PHPHC	219,913.84			
Advanced Molecular Detection (AMD)	AMD23	1,242,466.57			
HERPA Public Health Crisis Response	COVPHW	62,958.84			
Laboratory Research Network (exp Jul 2024) MOU7	ELCLRN	132,977.24			
HERPA Workforce Development Grant (PHIT)	PHIT	57,043.06			
HAI/AR (SHARP)	SHARP	533,652.00			
OD2A	OPIOD	\$340,256.00.			

Report	Agency = DEPARTMENT OF
Filter:	FORENSICS SCIENCES
Description:	DFS contracts, procurements and leases for the POP 10/1/2022 - 1/23/2023
Report Run Date:	23-Jan-23

Item List No	Requesting Agency	Supplier	Order ID	Ordered Date
2	FRO	Aerobodies Fitness Company Inc	PO672856-V2	22-Dec-22
11	FRO	BODE CELLMARK FORENSICS INC.	PO672702	1-Oct-22
18	FRO	COMPUTER AID INC	PO674683	17-Oct-22
19	FRO	COMPUTER AID INC	PO676908-V2	17-Nov-22
20	FRO	COMPUTER AID INC	PO678857	12-Dec-22
21	FRO	COMPUTER AID INC	PO680345	3-Jan-23

22	FR0	COMPUTER AID INC	PO680495	4-Jan-23
23	FR0	COMPUTER AID INC	PO680835	6-Jan-23
24	FR0	COMPUTER AID INC	PO680840	6-Jan-23
25	FR0	DNA Labs International, Inc.	PO673983-V2	13-Dec-22
26	FR0	DNA Labs International, Inc.	PO681786	19-Jan-23
34	FR0	Forensic Analysis, Consulting,	PO674466	13-Oct-22
46	FR0	JusticeTrax, Inc.	PO675575	26-Oct-22
53	FR0	MIDTOWN PERSONNEL INC.	PO672727-V2	5-Dec-22
54	FR0	MIDTOWN PERSONNEL INC.	PO672727-V2	5-Dec-22
55	FR0	MIDTOWN PERSONNEL INC.	PO673181	1-Oct-22
57	FR0	MIDTOWN PERSONNEL INC.	PO680899-V2	13-Jan-23

81	FRO	RON SMITH & ASSOCIATES, INC.	PO672847-V3	21-Dec-22
83	FRO	SIGNATURE SCIENCE LLC	PO672750-V2	19-Jan-23
84	FRO	SIGNATURE SCIENCE LLC	PO672761	1-Oct-22
85	FRO	SIGNATURE SCIENCE LLC	PO680525	4-Jan-23
87	FRO	SYNERGETIC INFORMATION SY	PO680586-V2	6-Jan-23



Total	Description	Contract Administrator/Monitor
58,000	Contract personnel for laboratory testing. continuation OY3 - This Funding for POP 10/1/2022 - 8/27/2023 Contract complete term 8/28/2022 - 8/27/2023	Kimary Harmon
210,000	Bode Contract CW59473 continuation of services for option year 4. 10/1/2022 - 6/23/2023 FY23 OY4 Period of Performance	Julie Ferragut
9,975	: App. Technical Specialist Journeyman Job Title: DFS Java Developer Period of Performance (PoP): 10/1/2022 - 12/31/2022	Tom Fontenot
52,113.60	Program Manager Master .Period of Performance (PoP): 11/15/2022 ĩ 12/31/2022 NTE Rate: \$144.76 Actual Rate: \$144.76 Hours: 360 Requirement ID: 695235 Engagement ID: 849835 Background Check: Complete	Tom Fontenot
55,684	Labor Category: IT Consultant Master Job Title: DFS - IT Consultant Master .Net Period of Performance (PoP): 12/12/2022 ĩ 12/31/2022 NTE Rate: \$139.22 Actual Rate: \$139.21 Hours: 400 Requirement ID: 695638 Engagement ID: 853582 Background Check: Complete	Tom Fontenot
217,140	Project Manager Master Period of Performance (PoP): 1/1/23-09/30/23 NTE Rate: \$144.76 Actual Rate: \$144.76 Hours: 1500	Tom Fontenot

54,000	Labor Category: IT Consultant Master Job Title: DFS- IT Consultant Master BA Period of Performance (PoP): 1/3/2023 ÷ 9/30/2023 NTE Rate: \$139.22 Actual Rate: \$139.21 Hours:400 Requirement ID: 695786 Engagement ID: 854149 Background Check: Complete	Tom Fontenot
202,500	Labor Category: STaR2 (Master) Job Title: Business Analyst Period of Performance (PoP): 1/1/23-09/30/23 NTE Rate: \$135.00 Actual Rate: \$135.00 Hours: 1500 Requirement ID: XXXX Engagement ID: XXXXX	Tom Fontenot
208,815	IT Consultant (Master) Job Title: STaR2 IT Consultant 4 Period of Performance (PoP): 1/1/23-09/30/23 NTE Rate: \$139.21 Actual Rate: \$139.21 Hours: 1500 Requirement ID: XXXX Engagement ID: XXXXX	Tom Fontenot
268,840	Outsourcing Services for DNA Labs International Continuation of Base Period FY23 Base 12/31/21 - 12/30/22 this Purchase Order shall cover service orders for FY23 Date of PO - 12/30/22 under contract and executed modifications	Julie Ferragut
240,000	Previously awarded contract, exercising option year 1 to provide continuity of outsourcing services.	Julie Ferragut
421,450	Continuation of services for base year of CW 101648. Continuation of Base Year 10/1/22-8/11/23	Brandy Cramer
142,379.90	Department of Forensic Science (the ÷District÷) is seeking a contractor to provide continued maintenance and support and JusticeTrax software upgrades to support the Laboratory Information Management System (LIMS).	Tom Fontenot
26,302	PO request for 10/1/2022 through 12/23/2022. Option period one: PO covers only 10/1/22 - 12/23/22	Patty McMullen
26,302	Funding to support extension of legal assistance/support through June 2023 due to recent changes in the Office of the General Counsel (OGC).	Patty McMullen
118,932	Contract procurement of personnel services for laboratory testing and support. option period three FY23 continuation 10/1/22 - 8/27/23	Kimary Harmon
300,000	Contract personnel to support laboratory operations and testing. FY23 continuation OY3 expiring 8/27/2023	Kimary Harmon

170,000	Contract services to handle outsourcing of latent print and evidence processing cases. Current contract CW51948 extension for 10/1/2022 to 1/31/22.	Angelic Rountree
90,000	Signature Science Contract CW96188 & continuation of services for base year. FY23 - BY term 10/1/2022 - Jan 2, 2023	Julie Ferragut
380,000	Signature Science Contract CW59476 continuation of services for option year 4. FY23 OY4 continuation POP 10/1/2022 - 6/23/2023	Julie Ferragut
160,000	To exercise option year 1 for the Signature Science Fired Cartridge Casing contract CW96188. This will provide a continuity of services for casework.	Julie Ferragut
738,583.20	Option Year One, TO DCFR-2022-T-0002 Master contract CW91187 Contractor based IT solutions and services to the Chief Information Officer (CIO). Monthly Billable hourly labor rates	Tom Fontenot

Period of Performance	contract number	Option period	Competition Y/N	Contract Copy Available Online Y/N
10/1/22 - 8/27/2023	CW73741	N/A	Exempt	N/A
10/1/22 - 6/23/2023	CW59473	N/A	Exempt	N/A
10/1/22 - 12/31/2022	CW95481	Base	Y	Y
11/15/22 - 12/31/2022	CW95481	Base	Y	Y
12/12/2022 - 12/31/2022	CW95481	Base	Y	Y
1/1/23 9/30/23	CW95481	Base	Y	Y

1/3/23 - 9/30/2023	CW95481	Base	Y	Y
1/1/23 - 9/30/2023	CW95481	Base	Y	Y
1/1/2023 - 9/30/2023	CW95481	Base	Y	Y
10/1/22 - 12/30/2022	DCFR-2022-C-0001	Base	Y	N
12/31/22 - 9/30/2023	DCFR-2022-C-0001	OY1	Y	N
10/1/22 - 8/11/23	CW101648	N/A	Exempt	N/A
DOA - 9/30/2023	CW85448	N/A	Exempt	N/A
10/1/22 - 12/23/22	CW100131	N - Coop	Y	N/A
10/1/22 - 12/23/22	CW100131	N- Coop	Y	N/A
10/1/2022 - 8/28/2023	CW67343	Y	N	Y
OY3 expiring 8/27/2023	CW67343	Y	N	N/A

10/1/2022 - 1/13/2022	CW51948	Extension	Y	S
10/1/2022 - 1/2/2023	CW96188	Base	Y	Y
10/1/22 - 6/23/2023	CW59476	OY4	Y	Y
1/3/2022 - 1/2/2023	CW96188	OY1	Y	N/A
1/3/2023 - 1/2/2024	DCFR-2022-T-0002 Master Contract CW91187	OY1	Y	N/A

Recommendation

The D.C. Council should amend the Code to require the provision of resources and staff support, as well as clear authority for access to laboratory records to enable the SAB to perform its oversight functions.

The D.C. Council and the Mayor, as part of the annual budget process, should allocate sufficient administrative and financial resources for the SAB to perform its oversight functions.

The Executive should develop policies and procedures for preparing Stakeholder Council meeting agendas, discussions, and action items.

To facilitate representation by stakeholder agencies, the D.C. Council should amend the legislation to allow Stakeholder Council members to be represented in the meetings by designees when they are unable to attend.

The D.C. Council should require DFS to rewrite the regulations to conform with D.C. Code and ensure that the SAB receives all allegations of professional negligence, misconduct, or misidentification or other testing error that occurs in the provision of forensic science services including all internal and external complaints.

The D.C. Council should amend the Code to define the term “immediately” with regard to SAB notification.

The Executive should ensure that DFS leadership fosters and maintains agency independence by:

- 1) Improving and maintaining ongoing communication and cooperation with its customers.
- 2) Monitoring and assisting DFS in resolving serious disagreements with customers including, specifically USAO and OAG.

DFS's Director should provide training for the management team on effective customer service including how to improve DFS's responsiveness to customers' needs and the overall relationship and communications with all customers.

DFS should develop and implement procedures for monitoring and maintaining the designated email account for receiving complaints.

DFS should record any allegation of misconduct as a complaint, investigate the complaint in accordance with its policies and procedures and immediately report it to the SAB.

DFS should provide training to the entire staff on DFS's processes, policies, and procedures including the complaint process to ensure adherence to established laboratory protocols.

DFS should create and maintain case files for all complaints.

DFS Response

Councilmember Charles Allen has introduced legislation to amend the enabling statute governing DFS and his Committee marked up the bill today. In addition to making DFS an independent agency not under mayoral control. the bill also includes provisions to provide the Science Advisory Board (SAB) with staff and other financial resources to perform its duties. While DFS concurs with this recommendation, if the bill is enacted, it would be up to the independent agency to request the additional SAB funding resources needed to implement this recommendation.

DFS will work with the Stakeholder Council during the current fiscal year to develop appropriate policies and procedures governing preparation for Stakeholder Council meetings.

DFS does not believe legislation is necessary; instead, the agency will update its regulations to address the Auditor's concerns.

1) The agency has already taken key steps towards fostering open communication with stakeholders. Consistent with the recommendation made by SNA International, DFS regularly surveys the entire Stakeholder Council on the services it is provided and the individual member's level of satisfaction. DFS informally engages with stakeholders on a near daily basis. In addition, the agency formally meets with the United States Attorney's Office (USAO) and the Office of the Attorney (OAG) twice a month to discuss agency operations and customer needs. Further, between June and October 2022, DFS hosted an attorney liaison from USAO on site twice a month to discuss any issues and identify collaborative solutions. The agency will continue its efforts to improve and maintain the relationships with stakeholders on an on- going basis.

2) This recommendation has and will continue to be addressed. The Deputy Mayor for Public Safety and Justice and/or the City Administrator have been meeting regularly with the USAO for that purpose for over a year.

It is important to note, however, that the pending Council legislation would make DFS an independent agency not under mayoral control and, if the bill is enacted, it would be up to the independent agency to implement these recommendations.

DFS has implemented this recommendation. All members of DFS management have completed the George Washington University Center for Excellence in Public Leadership's comprehensive Management Development Program. In addition, DFS management completed a course on Workplace Conflict Resolution. The trainings were held between July 12-September 12, 2022. The agency's training unit will continue to schedule trainings of this nature in the current fiscal year.

As stated on Page I 7 of the audit report, "DFS has addressed the routing of incoming complaint email traffic, created a new complaint form, and established a new email address for complaints, dfs.feedback@dc.gov, which is actively monitored by the Chief of Staff. In addition, an updated formal complaint policy is in the approval process". Consistent with that statement, DFS is drafting and formalizing a policy regarding maintenance and use of the account. The agency expects to have the new policy in place this fiscal year.

DFS requires any allegation of misconduct received to be logged and investigated as a complaint and reported to the SAB. The agency expects all employees to adhere to policies and procedures, to include those governing the complaint process. DFS is currently working to refine its quality practices under the guidance of a quality assurance consultant and his team. As the complaint process is part of the agency's quality assurance program, and is referenced in its Quality Assurance Manual, DFS will work with the consultant to ensure that this recommendation is incorporated into the appropriate policies and the manual.

DFS employees train regularly on laboratory policy and procedures. Moreover, in many of the units, adherence is monitored using external audits which are a requirement of accreditation and/or certification by accrediting bodies or federal partners. However, to further improve DFS operations, and to work to address the types of issues raised in the Auditor's draft report, the agency has also retained the services of a quality assurance consultant who is assisting with revising the procedures governing the agency's quality system. to include complaints. An initial training on conducting internal reviews, which is a requirement of accreditation, was held on November 14 & 15, 2022. In addition. the agency has contracted with ANAB, the accrediting body, to provide auditor training to FSL staff in February 2023.

DFS currently has a requirement to create and maintain case files for all complaints received. To facilitate full compliance with this requirement, the agency has assigned an attorney to assist with oversight of the complaint process.

OCA Response

It is vital to the administration of justice that the District's forensic science services are high-quality, reliable, unbiased, and independent of influence from parties with an interest in a specific outcome from scientific analyses. To this end, the SAB performs an important oversight function in providing expert scientific advice to the Department of Forensic Science (DFS), as well as to the Mayor and the Council; reviewing complaints or allegations regarding DFS's scientific services; and recommending policies and practices that promote quality assurance in DFS's scientific operations. Consistent with the recommendations in previous external reports and the present draft audit report, the Executive is committed to strengthening and supporting the SAB. This specific recommendation to ensure the SAB has sufficient resources to carry out its functions will be considered as part of the Mayor's Fiscal Year 2024 budget process, which is currently underway.

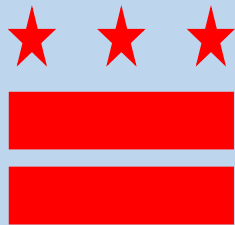
The Office of the Deputy Mayor for Public Safety and Justice (DMPSJ) will oversee and participate in the development of these policies and procedures.

In addition to DMPSJ's role in facilitating the Stakeholder Council, it also has its own established lines of communication with DFS's customer agencies, as does my office. OCA and DMPSJ will continue to support both formal and informal communication and cooperation between DFS and its stakeholders, given the importance of clear procedures, roles and responsibilities across the entire spectrum of forensic services, from evidence collection and testing to proper legal discovery processes and the provision of in-court testimony. The system as a whole must cooperatively support the critical goals of upholding quality standards while also protecting the independence of scientific processes from stakeholder influence. We fully agree with the goal of achieving an effective shared process, rather than a unilateral one carried out by individual parties, that follows the structure set out in District law to address complaints and allegations concerning DFS.



CONTINUITY OF OPERATIONS (COOP) PLAN

Department of Forensic Sciences



3 MAY 2022

Developed in partnership with:



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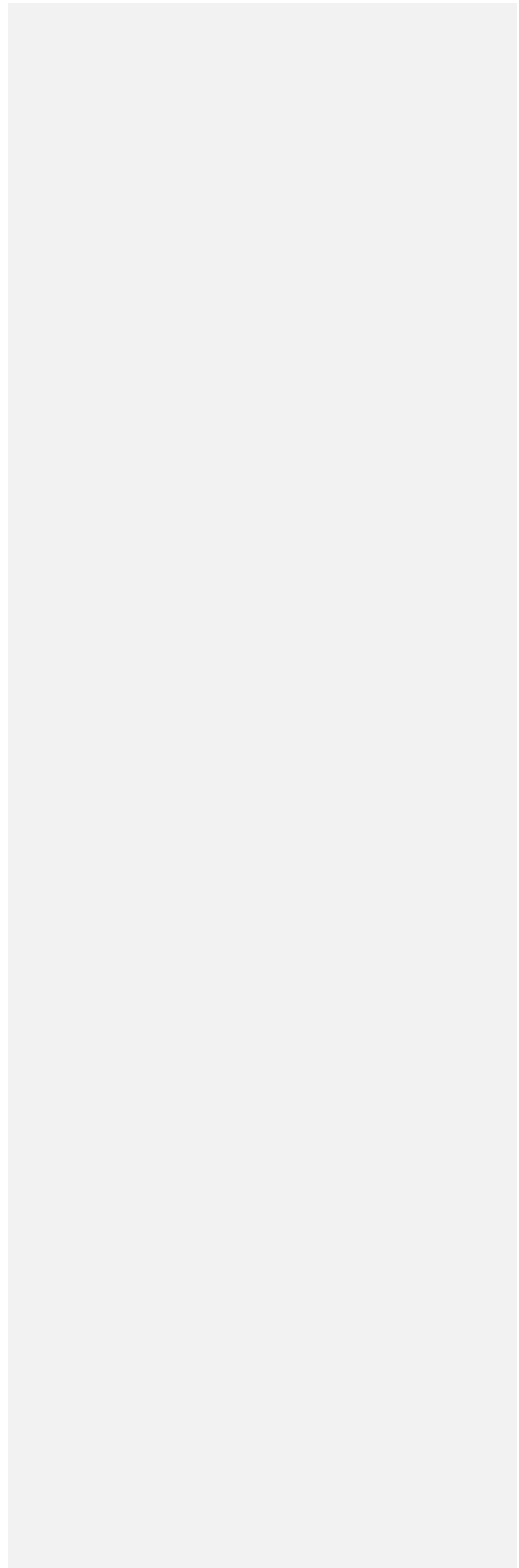
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Director Signature Page

To: Department of Forensic Sciences Personnel
From: Interim Director, Department of Forensic Sciences
Date:
Subject: Department of Forensic Sciences Continuity of Operations Plan (COOP)

I hereby authorize the use of the following Continuity of Operations (COOP) Plan as the operational plan for responding to emergencies within the Department of Forensic Sciences (DFS). The mission of DFS is to produce high quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices. The department will focus on unbiased science and transparency with the overall goal of enhancing public health and safety.

The information contained in this document is Confidential and For Official Use Only. This document contains personal and sensitive information, and its use is for emergency response and recovery purposes only. The disclosure of some or all the information in this plan could compromise the safety and privacy of the Department of Forensic Sciences personnel and the security of the Department's essential equipment, services, and systems. Therefore, disclosure to unauthorized persons is strictly prohibited. The contents are not to be disclosed or duplicated, in whole or in part, without the consent of myself or my designee.

Signature/Date

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Executive Summary

FULFILLMENT of MISSION

The Department's mission is to provide "high-quality, timely, accurate, and reliable forensic science services...[using] best practices and best available technology; a focus on unbiased science and transparency; and the goal of enhancing public safety."

PERFORMANCE of ESSENTIAL FUNCTIONS

This Continuity of Operations (COOP) Plan provides for resuming and sustaining essential functions as soon as possible during and after a localized, District-wide, or catastrophic emergency affecting DFS. The COOP plan enables DFS to resume essential functions as soon as possible after the emergency event and to sustain them for up to 30 days.

ACTIVATION

The DFS Director decides when to activate the COOP plan once the building is deemed to be unsafe, regardless of the incident.

NOTIFICATION and RELOCATION

If the DFS Director decides to activate the COOP plan, due to reduced operational capacity, or if a DFS primary facility becomes unavailable, Executive Staff will be notified of the COOP plan activation. Division heads are responsible for ensuring that all DFS personnel within their divisions are aware of the COOP plan activation. The activation message will also include instructions on relocation to an alternate facility.

COOP PERSONNEL

This COOP plan identifies COOP personnel within every DFS division who are responsible for carrying out essential functions. Essential COOP personnel will relocate to their pre-designated alternate facility to carry out essential functions, should the DFS Facility become unusable. Non-COOP personnel are expected to remain in a safe location and await further instructions from their supervisors. Notification will be delivered via Everbridge Notification System.

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Executive leadership order of succession

DFS will implement the following Order of Succession for its executive leadership:

- 1. **Director**
- 2. **Chief of Staff**
- 3. **Director Designee**

See DFS Divisions [Orders of Succession](#) for complete list.

Alternate facilities

Should the DFS Consolidated Forensic Laboratory (CFL) become unusable or inaccessible, the following COOP personnel will relocate to a pre-designated Alternate Facility. All other divisions will await instructions as to where and when they should relocate.

Division	Primary Facility	Alternate Facility
Office of the Director/Directorate/Operations	CFL 401 E Street SW	Cove DC Rally location for IT: 3343 14 th St NW Washington, DC 20010 still waiting for conference line for Operations
Public Health Laboratory	CFL 401 E Street SW	DC PHL will not relocate to any alternate site. All samples will be forwarded to Maryland Department of Health and Mental Hygiene and Virginia Department of Consolidated Laboratory Services to perform testing for DC PHL. Pennsylvania BioWatch laboratories will be the alternate laboratory for testing BioWatch environmental samples.
Forensic Sciences Laboratory	CFL 401 E Street SW	John Daly Building 300 Indiana Avenue NW, 1 st floor Rm 1064 NIBIN Acquisitions – Bureau of Alcohol, Tobacco and Firearms – 600 Ammendale Road Beltsville, MD CODIS- HSEMA HQ 2720 Martin Luther King Jr Ave, SE Washington, DC 20030
Crime Scene Sciences	CFL 401 E Street SW	MPD Academy – 4665 Blue Plains Drive, SW
Central Evidence Unit	CFL 401 E Street SW	MPD Academy – 4665 Blue Plains Drive, SW

RECONSTITUTION

Once DFS is able to resume normal operations and primary facilities have been restored to operational capacity, each DFS division will reconstitute. The Director, or designee, will decide, based on the circumstances, the order and schedule of each division's return to normal operations. If the CFL cannot become operational, the affected divisions should operate from their alternate facility until a viable permanent location is determined.

EXERCISES and MAINTENANCE

This COOP Plan is a living document; staff must perform training exercises on the plan and its contents to keep it current and effective. This plan identifies timeline and personnel that must perform this maintenance regularly.

QUESTIONS

The Health and Safety Manager is responsible for coordinating the implementation of this COOP plan. Should you have questions regarding any aspect of this plan, please contact:

The Health and Safety Manager, (202) 727-8189

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Emergency Response Decision Matrix

Facility or Environmental incident occurs.

BUILDING EMERGENCY RESPONSE PLAN IS ACTIVATED

1. Onsite staff calls 911, if necessary.
2. Onsite staff implements Building Emergency Response Plan (e.g. evacuation plans or shelter-in-place), dependent on the nature of the incident.
3. Onsite staff notifies Director and Safety Officer.

Will the incident close the facility or affected area for an extended period?

YES

NO

DIRECTOR SUCCESSOR OR DIRECTOR DESIGNEE ACTIVATES THE COOP PLAN

(For details, refer to "Phase I – Activation" section of the COOP plan)

1. Director consults advisors and other personnel with knowledge of the incident.
2. Determine likely impact on operations.

COOP PLAN IS NOT ACTIVATED

Resume normal operations after all clear is given for reentry of facility or affected area.

Commented [FM(2): Should be Director Successor or Director Designee.

DIRECTOR OR DESIGNEE INITIATES NOTIFICATION PROCEDURES TO ALERT PERSONNEL OF COOP PLAN ACTIVATION

1. Management personnel notify everyone within their area of responsibility.
2. Agency notifies external partners, as appropriate.
3. Agency notifies HSEMA of incident and COOP plan activation.
4. Public Information Officer notifies EOM Office of Communications of incident and COOP plan activation.

DIRECTOR ORDERS RELOCATION OF AFFECTED FACILITY TO ALTERNATE FACILITY, IF NECESSARY

1. Director or designee notifies alternate facility to prepare for the relocation and the arrival of COOP Personnel.

CARRY OUT ESSENTIAL FUNCTIONS

(For details, refer to "Phase II – COOP Operations" section of the COOP plan on information regarding essential functions, critical processes, orders of succession, vital records, vital equipment, and alternate facilities)

1. Carry out only Essential Functions for the duration of COOP plan activation.
2. Suspend all non-essential functions for duration of the COOP plan activation.
3. Update agency Personnel, PIO, EOM, HSEMA, and partners throughout the event, as appropriate.

Has the DFS primary facility been deemed safe for reoccupation and suitable for normal operations?

YES

NO

RECONSTITUTE

(For details, refer to information in "Phase III – Recovery" within the COOP plan)

1. Director implements reconstitution procedures.
2. Leadership notifies all personnel within their areas of responsibility that COOP plan activation has ended.
3. All personnel (both COOP and non-COOP) return to their primary facilities.
4. Resume normal operations.
5. Agency prepares After-Action Report.
6. Update COOP plan, if necessary.

MAINTAIN COOP ACTIVATION

1. Continue COOP plan activation.
2. Continue performing only essential functions until the incident has ended.

Introduction

The Department of Forensic Sciences (DFS) is a cabinet-level agency within the District of Columbia, under the direction of the Mayor of the District of Columbia. The DFS mission is to produce high quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices. The DFS will focus on unbiased science and transparency with the overall goal of enhancing public health and safety.

If DFS operations are disrupted, they must efficiently and effectively resume within 2 hours of official notification. In light of the necessity for continuously performing essential functions, DFS has developed this Continuity of Operations (COOP) Plan, which supports the District Response Plan (DRP) and any internal DFS Emergency Operating Procedures, such as evacuation plans, Designated Assembly Areas, and Shelter-in-Place plans. The information contained within this COOP Plan is relevant for DFS personnel, contractors, and interns, as it provides the guidance, they will follow during an event that impacts the agency's ability to function.

Purpose

The purpose of establishing a COOP Plan for DFS is to ensure the continuity of essential organizational functions after a disaster. The plan is an "all-hazards" plan, meaning it will allow the agency to continue its essential functions after any type of emergency, large or small. The key purposes of this COOP Plan are to:

1. Ensure continuous performance of and mitigate disruptions to essential functions and operations.
2. Identify COOP personnel responsible for carrying out essential functions.
3. Ensure the succession of DFS leadership, if required, on a temporary basis, and maintain or re-establish control and direction of DFS.
4. Identify Vital Records, Databases, Systems and Equipment needed to carry out essential functions.
5. Identify alternate facilities which may be used to carry out Essential Functions if a primary facility becomes unusable.
6. Achieve a timely and orderly recovery from the emergency and resumption of normal operations.

Applicability and Scope

The provisions of this COOP plan are applicable to all DFS divisions:

This plan applies to all man-made and natural emergencies and threats. The plan provides for resuming Essential Functions within DFS as soon as possible after an emergency and sustaining these functions for a period of up to 30 days.

In addition, this plan addresses the issues related to recovery after COOP activation and provides detailed plan maintenance procedures.

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How to Use This Plan

The plan is organized into three major sections, which are labeled:

Phase I: Activation;
Phase II: COOP Operations; and
Phase III: Recovery.

Following these sections is a section on [Exercise and Maintenance of COOP Plan](#). The Plan concludes with an [Appendix](#).

DFS Organizational Chart

The Department of Forensic Sciences is headed by the Director and organized into the following divisions:

Commented [CB(3): Quiyana can provide a copy of this. It will be on the webpage soon as well.

Commented [JD(4): Find updated Org Chart

Commented [SL(5R4): We will need the updated chart for everyone – Abdel may be able to help on this

Commented [CB(6R4): Yes, need new chart.

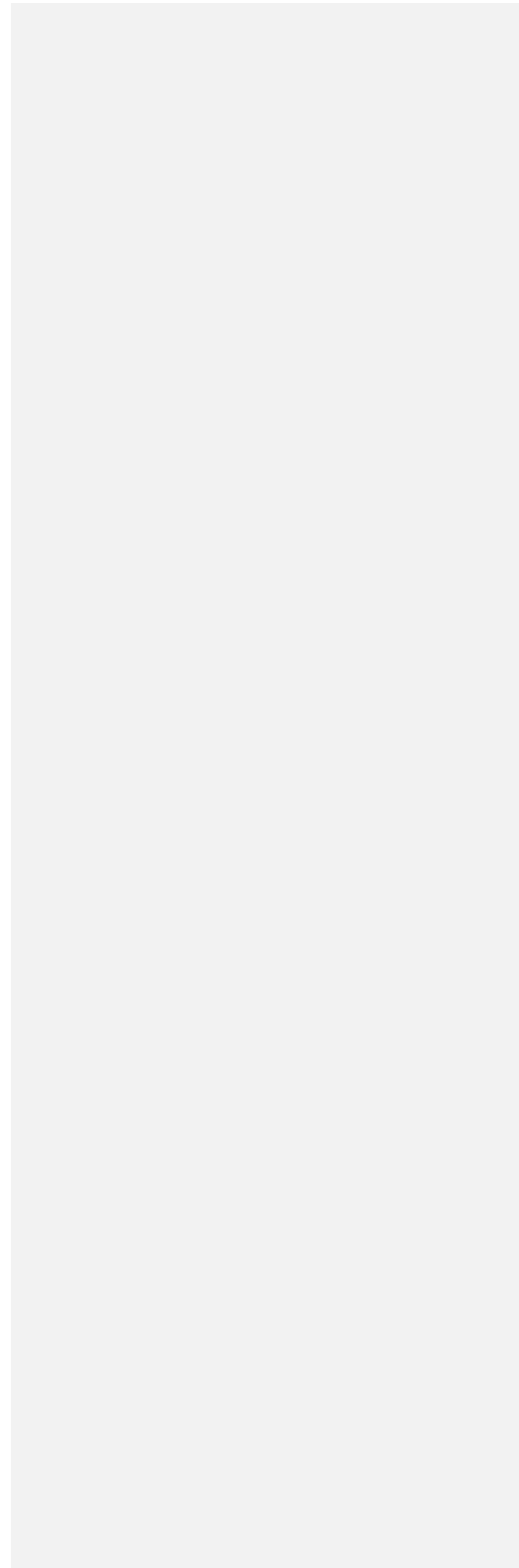
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Commented [AW(8): As per Luke, Herb should have updated Org chart.

PHASE I ACTIVATION

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Activation and Notification Procedure

This section provides the overview of how individuals within DFS will be notified that the COOP Plan has been activated.

Please note that COOP implementation occurs only after the response to an incident which has deemed the facility unusable or unsafe. For details on emergency response, please refer to relevant DFS policies on building evacuation, designated assembly areas, shelter-in-place, etc.

The **DFS Director** or Director Designee activates the COOP plan.

A COOP plan activation communication will come down the DFS chain of command. Division heads will be responsible for ensuring that all personnel within their divisions are aware of the COOP plan activation.

All available technologies and methods will be used to alert DFS personnel of a COOP plan activation, including:

- Email
- Desk phones
- Agency-issued cell phones (text and call)
- Face-to-face communication
- Radios
- Everbridge Notification System

Once all DFS personnel are notified of the COOP activation, only the pre-identified essential functions will be performed. All non-essential functions will be suspended until operational capacity allows for their safe resumption.

Additionally, COOP personnel will relocate to their pre-designated alternate facility should their primary place of work be unusable.

All non-COOP personnel are expected to remain in a safe location and be available to receive communications and instructions from their supervisors. Non-COOP personnel may be called on to support COOP personnel in performing essential functions via Everbridge Notification System.

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Relocation Procedure

Should primary facilities become damaged or inaccessible, DFS Divisions will relocate to pre-designated alternate facilities.

All divisions will relocate to their alternate facilities pursuant to the procedure described below:

Relocation Procedure:

1. When it is determined that relocation is to occur, Division Heads or their designee should notify the designated alternate facility to expect the relocation of their division(s).
2. COOP personnel must report to the alternate facility as soon as possible and within 2 hours of notification via Everbridge Notification System to resume essential functions.
3. The Division Heads or their designee must ensure that all members of the COOP personnel are accounted for and are prepared to resume the division's Essential Functions at the alternate facility.
4. Each Division Director should notify the DFS Director and Chief of Staff once all their COOP personnel have reported to their alternate facility.
5. All personnel should take along Go-Kits containing Vital Records, Databases, & Systems, Vital Equipment and personal items (e.g. water, snacks, medicines, etc.) that they may need at the alternate facility.
6. Specific instructions on relocation should be provided by Division Directorate at the time of activation.
7. Non-COOP personnel present at the CFL at the time of an emergency notification will be directed to report to their place of residence to await further instructions. At the time of notification, any available information regarding routes that should be used to depart the CFL or other appropriate safety precautions will be disseminated.

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Phase II COOP OPERATIONS

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Essential Functions

DEFINITION: Essential functions are those functions that should not be interrupted or deferred by an emergency scenario and must be resumed as soon as possible and maintained for up to thirty (30) days following an emergency.

OFFICE OF THE CHIEF OPERATING OFFICER /CHIEF INFORMATION OFFICER

Essential Function	RTO	Functional Analysis	Personnel Requirements
Ensure IT Infrastructure for DFS continues to function	1 day	<ul style="list-style-type: none"> • Define COOP Location • Implement warm backup procedure • Backup from tapes • Test applications 	<ul style="list-style-type: none"> • Chief Information Officer • IT Operations Manager • FSL Systems Administrator • PHL Systems Administrator
Access to goods and services (contracts and procurement)	1 day	<ul style="list-style-type: none"> • Use of agency P-Card and PASS • Coordinate purchases with procurement personnel • FCMS system • RTS system 	<ul style="list-style-type: none"> • Chief Operating Officer • Operations Manager
Coordinate and resolve time, attendance, pay and leave issues (HR)	1 day	<ul style="list-style-type: none"> • Entry of time/attendance • Coordinate with OPRS, DCHR 	<ul style="list-style-type: none"> • Human Resources Director
Submission of federal grant applications and requests for funds to maintain essential services and reduce backlog of cases	1 week	<ul style="list-style-type: none"> • Documentation and reporting • Inform granting agencies of our COOP status 	<ul style="list-style-type: none"> • Chief Operating Officer
Maintain current capabilities/operations in DEU.	1 day	<ul style="list-style-type: none"> • Recovered evidence delivery to COOP location • Limited forensic testing of digital evidence. 	<ul style="list-style-type: none"> • CSS Director
Ensure DEU personnel access to COOP location, space and supplies	1 day	<ul style="list-style-type: none"> • Access to COOP processing facility • Access to secure federal network • Access to DFS network/systems • Access to mobile data laptops / toughbooks / tablets 	<ul style="list-style-type: none"> • Chief Technology Officer • IT Personnel

Commented [WT(9)]: DEU does not have access to any of these things. This is FTU's role.

PUBLIC HEALTH LABORATORY DIVISION

Essential Function	RTO	Functional Analysis	Personnel Requirements
Maintaining the Quality System under the current accreditation (CLIA, ISO/IEC:17025/2017 & AR3125 and CDC-DSAT)	1 day	<ul style="list-style-type: none"> • Access to Document Control • Access to Quality System Information 	<ul style="list-style-type: none"> • Quality Assurance Manager
Provide public health laboratory testing and analysis	3 days	<ul style="list-style-type: none"> • Adequate staffing • Access to lab equipment/supplies • Ability to receive lab samples • Laboratory processing of clinical or reference specimens • Laboratory processing of food or environmental samples • Access to DFS network/systems • Access to CDC LRN web site and emergency operation center 	<ul style="list-style-type: none"> • PHL Director • Accessioning staff • PHL Unit Managers
Ensure Occupational Health and Safety of employees	1 day	<ul style="list-style-type: none"> • Review conditions of workspace/alternate facility; document violations and implement corrective actions • Ensure access to SDS; waste contracts; and medical surveillance if needed 	<ul style="list-style-type: none"> • Safety Officer

FORENSIC SCIENCE LABORATORY DIVISION

NOTE: In the event of a shutdown of the CFL, the FSL laboratory will transition to the FSL COOP site located in the John Daly Building, 300 Indiana Avenue NW, CODIS COOP site located at HESMA Headquarters, 2720 Martin Luther King Jr. Ave SE and NIBIN COOP site located at ATF National Laboratory Center, 6000 Ammendale Road, Beltsville, MD, to provide temporary testing services in firearm testing and latent fingerprint forensic disciplines. All DNA testing will be outsourced to contractor laboratories. Validation and performance-checks of equipment for analytical testing will be required, to ensure adherence to ISO17025 accreditation standards and supplemental requirements. To ensure that our customers are aware, the DFS PIO will work through the DC Office of Communication to relay the status of the Forensic Science Laboratory, and the expected timeframe (if known) for the temporary testing services.

Essential Function	RTO	Functional Analysis	Personnel Requirements
Maintain current FSL capabilities/operations in FEU and LFU, and outsourcing of FBU to Contractor location(s)	1 day	<ul style="list-style-type: none"> Recovered evidence delivery to COOP location Limited forensic testing of firearms examination and latent fingerprint services Outsourcing DNA requested cases 	<ul style="list-style-type: none"> CSS Division Personnel FSL Division Personnel
Transport FSL personnel to COOP location	1 day	<ul style="list-style-type: none"> Develop transportation plan 	<ul style="list-style-type: none"> DFS Management
Confirm COOP location accreditation requirements for DFS employees to perform work	1 day	<ul style="list-style-type: none"> Access to MOU location's quality documents 	<ul style="list-style-type: none"> FSL Unit Managers FSL Technical Leaders
Ensure testing of biological, chemical and physical sciences is of high quality, timely, accurate, and reliable forensic science	1 day	<ul style="list-style-type: none"> Access to secure processing facility Access to necessary chemicals & reagents Access to necessary instrumentation Access to computer networks and software 	<ul style="list-style-type: none"> IT FSL Unit Managers FSL Unit Staff
Entry of information into relevant forensic databases, and the processing of hits from said databases (AFIS, CODIS, NIBIN)	1 day	<ul style="list-style-type: none"> Access to secure networks for connections to federal databases Ability to enter and retrieve data Access to DFS network/systems 	<ul style="list-style-type: none"> CODIS Administrator* FSL Technical Leads NIBIN technicians IT Federal Agency Approvals
Maintaining the integrity of evidence through security and chain-of-custody	1 day	<ul style="list-style-type: none"> Security Storage Access to evidence tracking software 	<ul style="list-style-type: none"> FSL Unit Managers FSL Technical Leads

CRIME SCENE SCIENCES DIVISION

Essential Function	RTO	Functional Analysis	Personnel Requirements
Ensure availability for crime scene response for Homicide and Sexual Assault and other crime	1 day	<ul style="list-style-type: none"> Notes/Sketching/Photography Evidence Collection, Packaging, Preservation Evidence Documentation, Chain of Custody, Security, Access to File on Q 	<ul style="list-style-type: none"> Crime Scene Scientists – 24/7 Shift Requirements

Essential Function	RTO	Functional Analysis	Personnel Requirements
scenes as outlined in MPD General Order 304.8			
Maintaining the Quality System under the current DFS Quality System	1 day	<ul style="list-style-type: none"> • Access to Document Control • Access to Quality System Information 	<ul style="list-style-type: none"> • DFS Quality Manager
Ensure availability to process vehicles from homicides and sexual assaults for evidentiary purposes and other crime scenes as outlined in MPD General Order 304.8	1 days	<ul style="list-style-type: none"> • Access to secure, alternate worksite • Notes/Sketching/Photography • Evidence Collection, Packaging, Preservation • Evidence Documentation, Chain of Custody, Security, Access File on Q 	<ul style="list-style-type: none"> • Crime Scene Scientists – 24/7 Shift Requirements
Ensure availability for receipt and transfer of evidence for DFS Units	3 days	<ul style="list-style-type: none"> • Access to Secure Facility • Access to Secure Storage area for incoming/outgoing evidence • Evidence Management Logs/Forms/Files • Access to LIMS and File on Q 	<ul style="list-style-type: none"> • CEU Supervisor • CEU Evidence Specialists
Ensure availability and ability to process evidence from homicides and sexual assaults for latent prints*	3 days	<ul style="list-style-type: none"> • Access to secure, alternate worksite • Latent print processing supplies • Notes/Sketching/Photography • Evidence Collection, Packaging, Preservation • Evidence Documentation, Chain of Custody, Security, Access to LIMS and File on Q 	<ul style="list-style-type: none"> • Crime Scene Scientists – 24/7 Shift Requirements <p>*This section requires LFU/EP personnel and should be addressed by FSL managers and/or technical leaders</p>
Ensure availability and ability to process evidence AWIK, ADW, Robbery, Carjacking, etc. for latent prints*	3 days	<ul style="list-style-type: none"> • Access to secure, alternate worksite • Latent print processing supplies • Notes/Sketching/Photography • Evidence Collection, Packaging, Preservation • Evidence Documentation, Chain of Custody, Security, Access to LIMS and File on Q 	<ul style="list-style-type: none"> • Crime Scene Scientists – 24/7 Shift Requirements (No longer a CSSU function) <p>*This section requires LFU/EP personnel and should be addressed by FSL managers and/or technical leaders</p>

Commented [FM(10)]: CSS is not a certified entity maybe "under the current DFS Quality System" may be more appropriate

Orders of Succession

DEFINITION: The Order of Succession establishes an automatic transfer of leadership authority from a primary position holder to a successor should the primary position holder become unavailable or incapacitated. Orders of Succession for each DFS Division are listed below.

OFFICE OF THE DIRECTOR

Position	Successor 1	Successor 2	Triggers that activate successor's authority	Limitations on successor's authority
Director	Chief of Staff	Chief Operations Officer	Absence or Incapacitation	None
Cyber Operations Chief	Chief Information Officer	IT Specialist (Network)	Absence or Incapacitation	None

PUBLIC HEALTH LABORATORY DIVISION

Position	Successor 1	Successor 2	Triggers that activate successor's authority	Limitations on successor's authority
PHL Division Director	Chief Laboratory Operator	PHL CLIA Director	Absence or Incapacitation	None
CT Coordinator	PHL Director	Deputy PHL Director	Absence or Incapacitation	None
PHL Responsible Official (RO)	PHL Alternate Responsible Official (ARO)	PHL Bioterrorism (BT) Coordinator	Absence or Incapacitation	None
Virology & Immunology Unit Manager	Microbiology Unit Manager	Virology Supervisor	Absence or Incapacitation	None
Microbiology Unit Manager	Virology & Immunology Unit Manager	Microbiology Supervisor	Absence or Incapacitation	None

FORENSIC SCIENCES LABORATORY DIVISION

Position	Successor 1	Successor 2	Triggers that activate successor's authority	Limitations on successor's authority
FSL Director	FSL Deputy Director	Chief of Staff or Designee	Absence or Incapacitation	FSL
Forensic Biology Unit Manager	FBU Technical Leader – Primary/Casework	FSL Director	Absence or Incapacitation	FBU only
Latent Fingerprint Unit Manager	Latent Fingerprint Unit Lead Scientist or designee	FSL Director	Absence or Incapacitation	LFU only

CRIME SCENE SCIENCES DIVISION

Position	Successor 1	Successor 2	Triggers that activate successor's authority	Limitations on successor's authority
CSS Division Director	CSS Deputy Division Director	CSSU Unit Manager	Absence or Incapacitation	None
CSS Unit Manager	CSSU Shift Supervisor	CSSU Shift Supervisor #2	Absence or Incapacitation	CSSU Only
CSSU Shift Supervisor	CSSU Shift Supervisor	CSSU Shift Supervisor #3	Absence or Incapacitation	CSSU Only
CSSU Shift Supervisor	CSSU Shift Supervisor	CSSU Shift Supervisor #4	Absence or Incapacitation	CSSU Only
CSSU Shift Supervisor	CSSU Shift Supervisor	CSSU Shift Supervisor #5	Absence or Incapacitation	CSSU Only
CSSU Shift Supervisor	CSSU Shift Supervisor	CSSU Shift Supervisor #6	Absence or Incapacitation	CSSU Only
CEU Supervisor	CEU Supervisor	CSSU Division Director	Absence or Incapacitation	CEU Only

Communications

Definition: Communication is the act of gathering and verifying information to notify employees and the public of COOP activation and ensure that DFS leadership has accurate information on which to base decisions.

This section identifies the Public Information Officer who is responsible for disseminating consistent and accurate information to external stakeholders.

The section also identifies emergency communications equipment that will be used by DFS personnel to communicate during an emergency.

Communications Objectives:

1. Provide up-to-date information about the effect of the emergency on DFS operations.
2. Provide current information on revised or amended DFS processes and procedures. Inform the public where necessary. Respond to rumors with accurate information.

Public Information Officer

The Public Information Officer (PIO) is the single point of contact that is designated to disseminate information to the Incident Command Team, all employees, the media, public and other external stakeholders.

As soon as this COOP plan is initiated, the DFS Public Information Officer (PIO) should be notified, using the contact information below.

The PIO or the DFS Director should handle all inquiries from the media and the public, unless DFS Director provides instructions to the contrary. This will ensure that the public message is consistent and accurate.

PUBLIC INFORMATION OFFICER (PIO) CONTACT INFORMATION

Position	Name	Contact
Public Information Officer (PIO)	TBD	
Alternate PIO	TBD	

LIMITED DISTRIBUTION

Emergency Communications Equipment

Emergency Communications Equipment is equipment that may be used to communicate during an emergency. Communications with all stakeholders will be necessary but may not be available through regular means. Emergency communications equipment should be interoperable and redundant.

Emergency communication equipment must be maintained and tested regularly prior to an emergency occurring. During an emergency, DFS personnel must be ready and able to utilize the equipment to communicate.

- **Steady-State** Program emergency communications equipment with phone numbers of key internal and external contacts, where possible.
- Train COOP personnel on use of the devices.
- Keep all equipment charged and change batteries regularly, if necessary.

During Emergency

- All DFS personnel must be prepared to receive communications at any time.
- Individuals assigned communications equipment will tune to the assigned channel to communicate.
- Use plain language to describe the situation to avoid confusion.

The following communication equipment may be used during an emergency:

- Everbridge Notification System
- Email
- Desk phones (public announcement function)
- Agency-issued cell phones (text and call)
- Face-to-face communication
- Radios

Vital Records, Databases, & Systems

Definition: Vital records, databases, & systems are records, databases, or systems, regardless of media (paper, microfilm, audio or video tape, computer disks, etc.) that, if damaged or destroyed, would disrupt DFS's essential functions, cause considerable inconvenience, and require replacement or re-creation at considerable expense. The Vital Records, Databases, and Systems for each division are listed below:

OFFICE OF THE DIRECTOR

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
Ariba Buyer – Procurement Automated Support System (PASS)	Electronic web intranet system	Electronic - Ariba software program	Live System	Yes, maintained by OCTO	No	(Internet Access, DC WAN Access) OCTO Helpdesk 202-727-2700
QUICKBASE (inventory system)	Electronic web intranet system	Electronic	Live System	Yes, maintained by OCTO	No	(Internet Access, DC WAN Access) OCTO Helpdesk 202-727-2700
Federal Mediation and Conciliation Service (FCMS)	Electronic web intranet system	Electronic	Live System	Yes, maintained by OCTO	No	(Internet Access, DC WAN Access) OCTO Helpdesk 202-727-2700
Request Telecommunications Services (RTS)	Electronic web intranet system	Electronic	Live System	Yes, maintained by OCTO	No	(Internet Access, DC WAN Access) OCTO Helpdesk 202-727-2700

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
DC HR Website	Electronic web intranet system	Electronic	Live System	Yes, via intranet connection	No	IT- OCTO Helpdesk 202-727-2700
Civilian Fingerprint and Background Check	Electronic web intranet system	Electronic	Live System	Yes, via intranet connection	No	MPD- OCTO Helpdesk 202-727-2700
Grant Records	Operations Drive	Electronic	hard binders (paper); also, on flash drive	Yes	Yes, via laptop	DFS IT support for flashdrive
LIMS	DFS-DC	Electronic	Drive and tape	yes, via VPN	No	DFS IT-
Qualtrax	Electronic web intranet system	Electronic	Live System	Yes, via intranet connection	No	(Internet Access, DC WAN Access) DFS IT

Commented [CB(11)]: Does this refer to Horizon LIMS and the one below is JusticeTrax?

Commented [CB(12R11)]:

CRIME SCENE SCIENCES DIVISION

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
CSSU/CEU Files/Case jackets	Central Evidence Unit – File Storage	Paper/Hardcopy Files	Scanned Report Copies	No	Yes	N/A
File on Q	MPD	Electronic	MPD Backup	N/A	N/A	File on Q
Digital Imaging Management System (DIMS)	DFS	Electronic	DFS Backup	Yes	N/A	Linear Systems
CSSU/CEU Standard Operating Procedures	Qualtrax	Electronic	Qualtrax Backup	Yes	N/A	DFS IT
Vehicle Processing Garage Spreadsheet	DFS Network	Electronic	DFS Backup	No	N/A	CSSU Unit Manager
JusticeTrax Laboratory Information Management System (LIMS)	DFS Network	Electronic	DFS Backup	No	N/A	DFS IT support
DEUnet	Electronic storage for digital evidence and case files	Electronic	DEUnet Backup	No	No	CSSU Unit Manager

FORENSIC SCIENCE LABORATORY

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
CODIS	Electronic secure internet connection, through single terminal on the CFL 3 rd floor.	Electronic only	Backed up internally and externally	No. Requires secure router and connections to establish link to FBI.	No	FBI
Fzytr fyji% Krljwuwby% Nljsykhfyts% X-xyjr x%AFIS)	Electronic secure internet connection, through multiple terminals on the CFL 2 nd floor.	Electronic only	Externally	No. Requires secure router and connections to establish link to NOVARIS / FBI	COOP location retain state AFIS database so can access directly if operational	Morphotrak & FBI – Morphotrak help desk 1-800-734-6241- AFIS – 202-727-4081 (MPD)
Sfytsf% Nylwfyji% Gfpxyh% Nktw fyts% Sjy tvp%NIBIN)	Electronic secure internet connection, through single terminal on the CFL 2 nd floor.	Electronic only	Externally	No. Requires secure router and connections to establish link to FTI / ATF / FBI	Possible to relocate	Forensic Technology Incorporated - NIBIN (202) 6487140
FiiS	Electronic secure internet connections, through multiple terminals on the CFL 2 nd and 3 rd floors	Electronic only	Externally	Yes, through VPN /	Possible. Would need CPU's or laptop with FiiS software installed. No special router needed.	FES
Mideo LatentWorks	CFL 2 nd and 3 rd floor	Electronic Only	Internally	Yes, through VPN	Yes, with license	Mideo

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
JusticeTrax Laboratory Information Management System (LIMS)	DFS Network	Electronic	DFS Backup	Yes	N/A	DFS IT support

PUBLIC HEALTH LABORATORY DIVISION

Name of Vital Record, Database, or System	Location	Format(s) (e.g. paper, electronic, etc)	Backup Method	Accessible Remotely?	Transported by hand to the alternate facility?	Support/Vendor
BT folders	DFS Server	Electronic	Automatic Internal	Yes, through VPN/Teamviewer	Possible----on external drive	Chemware
CT Folders	DFS Server	Electronic	Automatic Internal	Yes, through VPN/Teamviewer	Possible----on external drive	Chemware
Horizon LIMS/Folders	DFS Server	Electronic	Automatic Internal	Yes, through VPN/Teamviewer	Possible----on external drive	Chemware
BioWatch	3 rd Floor BioWatch server	Electronic	Automatic internal	Yes, through VPN	implemented N/A	LLNL
Medical Surveillance	Safety Drive	Electronic	EHS Mgr flash drive	Yes	Yes, via laptop	IT; GWMFA Warren Adams (202-741-2905)
Chemical inventory; SDS	Safety Drive	Electronic	EHS Mgr flash drive	Yes	Yes, via laptop	IT; EMSI (Chem/Bio waste) – Angela Sharma – 301-309-0475

Vital Equipment

Definition: Vital equipment is equipment that is required to carry out Essential Functions. If the equipment were damaged or destroyed, it would significantly disrupt DFS's essential functions and require replacement at considerable expense. Vital Equipment for each DFS Division is listed below:

OFFICE OF THE DIRECTOR

Name of Vital Equipment	Quantity Required	Location	Transported by hand to the alternate facility?	Required Resources	Proposed Alternate Equipment	Support/Vendor
Laptop	8		Yes	Flash drives	N/A	IT
Phones/chargers	8				Cell phones	IT
P-card	3	w/assigned individuals	Yes	N/A		

CRIME SCENE SCIENCES DIVISION

Name of Vital Equipment	Quantity Required	Location	Transported by hand to the alternate facility?	Required Resources	Proposed Alternate Equipment	Support/Vendor
Leica Scanners	All	Floor B1(Scanner room)	Yes	Carts/Hand Carry	Hand diagram, stitching photographs together	Leica
Crime Scene Fleet Vehicles	All	Garage or Outside Parking	Yes	No	Acquire temporary vehicles from DC vehicle shop	DPW

PUBLIC HEALTH LABORATORY DIVISION

Name of Vital Equipment	Quantity Required	Location	Transported by hand to the alternate facility?	Required Resources	Proposed Alternate Equipment	Support/Vendor
Nucleic Acid Extractors	3	CFL	No	On Location	None	Roche, bioMerieux, Quagen
Microscopes	2	CFL	No	On Location	None	ThermoFisher
Thermocyclers	2	CFL	No	On Location	None	ThermoFisher/Applied BioSystems
Centrifuges	4	CFL	No	On Location	None	ThermoFisher
Automated EIA	1	CFL	No	On Location	None	Dynex, DiaSorin
MALDI-TOF MS	1	CFL	No	On Location	None	Bruker Daltonics
Mass Spectrometers	10 -13	CFL	No	On Location	None	Perkin-Elmer, ABSciex, Agilent (includes liquid handlers by Gerstel)
Gas Chromatographers	4-6	CFL	No	On Location	None	Agilent (GC-FID)
Liquid Handlers	1-2	CFL	No	On Location	None	Perkin Elmer
FT-IR Spectroscopy	1-2	CFL	No (Thermo) Yes (Perkin Elmer)	On Location	None	ThermoFisher, Perkin Elmer
Molecular (PCR)	2	CFL	No	On Location	None	Hologic
Molecular (PCR)	2-4	CFL	Yes	On Location	None	Cepheid
Molecular (POC)	4	CFL	No	On Location	None	Abbott
ImmunoAssay	2	CFL	No	On Location	None	Abbott (chemistry and serology)
Laptops	3	CFL	Yes	On Location	Tablets	Dell/Microsoft/Apple
Incubators	6	CFL	On Location	On Location	None	ThermoFisher
Freezers (-80)	2	CFL	On Location	On Location	None	ThermoFisher
Phone	2	CFL	Yes	No	None	IT
Fax machine	1	CFL	Yes	No	None	IT

Commented [FM(13)]: It said earlier in the document that PHL will be sending their work to Maryland and Virginia so why will the equipment be moved to the alternate facility?

FORENSIC SCIENCE LABORATORY DIVISION

Name of Vital Equipment	Quantity Required	Location	Transported by hand to the alternate facility?	Required Resources	Proposed Alternate Equipment	Support/Vendor
Laptop	15	w/assigned individuals	Yes			IT
Phone	13	w/assigned individuals	Yes		Cell phones	IT
P card	1	w/assigned individuals	Yes	Appropriate Funding		DFS Chief Operating Officer
Mideo Computer Station	1	COOP-MPD HQ	NO	Network Access	Secure Wi-Fi	
Microscopes	2	COOP-MPD HQ	No	Microscope Analysis		
Tank & Range	1 each	COOP-MPD HQ	No	Service Contracts		
Freezers	1	COOP-MPD HQ	No	Electricity		
Lockers w/Locks	5	COOP-MPD HQ	No			
Vehicles	2			Garage/Outdoor Parking Spaces		

CRITICAL/SENSITIVE ITEM LOCATION AT CFL

Agency/Lab	ITEM DESCRIPTION	ROOM #	Responsible Party	CARD ACCE SS (Y/N)	IRIS SCAN (Y/N)	KEY How many? Who has?	Door Operation in Emergency
CSS/CEU	Money/Jewelry/Drugs	1182	CEU Supervisor	N	Y	1 CEU Key Box in CEU	door will fail locked: means can exit but not enter
	Weapons	1183	CEU Supervisor	N	Y	1 CEU Key Box in CEU	door will fail locked: means can exit but not enter
	Ammo (Cartridges & Casings)/ Magazines/ 3-Lockers for Long Weapons	1184	CEU Supervisor	N	Y	1 CEU Key Box in CEU	door will fail locked: means can exit but not enter
	Storage Area -Shelves for Boxes, PD14's, Tubes, Large items (furniture, bikes, Dry wall, etc)	1162	CEU Supervisor	N	N	0	open all the time - equipment corridor hallway; can lock w/key if need be
	Walk-in Refrigerator	1185	CEU Supervisor	N	N	0	fail unlock; open to enter or exit; normal status
	Walk-in Freezer	1179	CEU Supervisor	N	N	0	fail unlock; open to enter or exit; normal status
	Over Flow Evidence Room (used to store during CEU closed hours (Sat, Sun, & M-F Midnights))	1135	CEU Supervisor	N	N	2 keys (CSSU packaging room and CEU Key Box)	locked w/key already
	Loading Dock Bay (Pass Through Lockers- Used to store evidence during CEU's closed hours (Sat, Sun & M-F Midnights))	Loading Dock	CEU Supervisor	N	N	CEU Key Box & 2-Supervisors	Secured with padlocks
FSL/LFU	Latent Evidence	2154		Y	N	N/A	door will fail locked: means can exit but not enter
	Latent Evidence	2161		Y	N	N/A	door will fail locked: means can exit but not enter

	Latent Evidence	2205		Y	N	N/A	door will fail locked: means can exit but not enter
	Latent Evidence	2028		N	N	One key, located in LFU lab	locked w/key already
FSL/FEU	Evidence Storage	2280A/B		N	Y	None	door will fail locked: means can exit but not enter
	Ammunition Storage	2274		N	Y	None	door will fail locked: means can exit but not enter
	Firearms Reference Collection	2230		N	Y	None	door will fail locked: means can exit but not enter
	Test Fires Storage	???		Y	N	None	
	Ammunition Vault in Tank Room	2047		N	Y	None	door will fail locked: means can exit but not enter
	Front Door to Test Fire Area	2055		Y	N	1 Key / MPD Sgt. Jason Korczynski	door will fail unlocked: means can exit or enter
CSSU/DEU	Evidence (all digital evidence)	3183		N	Y	No Keys	door will fail locked: means can exit but not enter
FSL/FBU	Evidence Room (Evidence Storage)	3213		Y (for overall lab entry)	Y	N/A	door will fail locked: means can exit but not enter
	Main Lab (Evidence Storage in lockers)	3220		Y	N	Analysts (if in use) and DNA TL (has back-up keys)	door will fail locked: means can exit but not enter
	Freezers (Evidence and Extract Storage)	3211/3217		Y	N	N/A	door will fail unlocked: means can exit or enter; can lock with key
	Main Lab DNA Extraction Room (Extract Storage)	3225		Y	N	N/A	door will fail locked: means can exit but not enter
PHL/Chemistry	Controlled Dangerous Substances	2140		Y	N	Keys for evidence lockers (Brandon Jones and Luke Short)	door will fail locked: means can exit but not enter

	Controlled Dangerous Substances	2111		N	Y	Keys for standards (Brandon Jones and Luke Short)	door will fail locked: means can exit but not enter
	Controlled Dangerous Substances	2118		N	Y		door will fail locked: means can exit but not enter
PHL/BSL3	Select Agents- in safe w/keys dedicated to Kan	4200		y	y	no	door will fail locked: means can exit but not enter

Alternate Facilities

Definition: An Alternate Facility is a pre-screened and pre-approved location, other than the primary facility, used to conduct essential functions in the event that the primary facility is unavailable.

The Alternate Facilities for each DFS division are listed below:

Division	Primary Facility	Alternate Facility
Office of the Director/Directorate/Operations	CFL, 401 E Street, SW	Cove DC Rally location for IT: 3343 14 th St NW Washington, DC 20010 still waiting for conference line for Operations
Public Health Laboratory	CFL, 401 E Street, SW	DC PHL will not relocate to any alternate site. All samples will be forwarded to Maryland Department of Health and Mental Hygiene and Virginia Department of Consolidated Laboratory Services to perform testing for DC PHL. Pennsylvania BioWatch laboratories will be the alternate laboratory for testing BioWatch environmental samples.
Forensic Sciences Laboratory	CFL, 401 E Street, SW	John Daly Building 300 Indiana Avenue NW, 1 st floor CODIS COOP, HSEMA Headquarters (CODIS) 2720 Martin Luther King Jr. Ave, SE NIBIN COOP, ATF National Laboratory Center – 6000 Ammendale Road, Beltsville, MD
Crime Scene Sciences	CFL, 401 E Street, SW	MPD Academy – 4665 Blue Plains Drive, SW
Central Evidence Unit	CFL, 401 E Street, SW	MPD Academy – 4665 Blue Plains Drive, SW

Commented [FM(14): Include contact information if available

COOP Plan and Annex for Secure Items

(e.g. ammo, guns, evidence, select agents, controlled substances, money, etc.)

FSL - all FSL evidence, firearms, ammunition etc. are in locked rooms and if the doors lock automatically when the power goes out, then the evidence is secure. If we wish to secure windows, then will need to purchase barriers to prevent an individual from breaking the glass and gaining access. In addition, we may need to explore obtaining a universal FSL key to lock all identified doors in the event the doors do not automatically lock.

PHL - biosecurity measures would have to be in place including assistance from DGS PSD to monitor space if building systems fail to keep doors locked or if power is out for extended periods of time. Worse case, the select agents and drugs may have to be physically transported to another facility (MD PHL) for secure storage until we are back up and running. The doors to the BSL-3 hallway would fail to lock position. Anyone inside would be able to exit, but no one would be able to enter, without a key.

Commented [FM(15): BSL-3

COOP Plan and Annex for Force Multiplier

DC DEPARTMENT OF FORENSIC SCIENCES MASS FATALITY MANAGEMENT (MFM) PLAN

Core Mission

The mission of the Department of Forensic Sciences (DFS) is to produce high quality, timely, accurate, and reliable forensic science with the use of the best available technology and practices, unbiased science, and transparency with the overall goal of enhancing public health and safety.

DFS Auxiliary Staffing Support (Staffing support will be scalable dependent upon the level of the incident response)

Upon notification from OCME, DFS will conduct a call out to the members for support to the event(s) associated with the MFI.

- Between 1 and 35 volunteers can support the mass fatality initiative
- Three support teams (Alpha, Bravo, and Charlie) are established to support response
- There will be three 8-hour shifts established, in an actual fatality response
 - Support duration will be up to 72 hours
 - Any support needed past the initial 72 hours requires an official request to DFS Director
- DFS mass fatality COOP call out plans will be used, when supporting a mass fatality response, within 1-2 hours of the event. Average response, after clearing response site for safety, is about 6-12 hours.

Pre-Mass Fatality Management Activities

- Attend Mass Fatality Workgroup Meetings
- Provide input into DC OCME Incident Action Plans (IAP) when necessary
- Create a Family Assistance Center (FAC) plan
- Participate in OCME MFM trainings and exercises

Mass Fatality Management Operational Activities

Immediate (0-12 hours)

- Coordinate surge "force multiplier" staffing for field operations with the FMOC
- Assign a DFS ELO to the FMOC
- Director or designee attends Consequence Management Team (CMT) meetings
- Consider COOP implications of MFI, and impact on DFS operations
- Integrate into Incident Command System (ICS) Unified Command (UC)
- Participate in joint-agency meetings and scene assessments
- Support MFM field operations by providing staff to perform the following tasks:
 - Support with OCME DM/FDM operations
 - Support OCME with field forensic response operations
 - Support OCME with ELO staffing at the EOC, FMOC, DMOC or OCME Mobile

Command

- Support OCME victim identification process through collection of known impressions (finger prints) of patients/deceased in hospitals

Intermediate (12-24 hours)

- Implement staffing and work/rest cycle schedules
- Director or designee attends Consequence Management Team (CMT) meetings
- Continue to coordinate with FMOC regarding resource and staffing requests
- Continue to support OCME MFM operations as required

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- Plan COOP operations to continue to support MFI response, and DFS operations

Protracted (24-72 hours)

- Implement staffing and work/rest cycle schedules
- Director or designee attends Consequence Management Team (CMT) meetings
- Continue to coordinate with FMOC regarding resource and staffing requests
- Continue to support OCME MFM operations as required
- Continue implementation of appropriate DFS COOP plans to address protracted operations
- Participate in protracted forensics operations conference

Mass Fatality Management Demobilization

Staff Debriefing

- Rehabilitate staff
- Perform Critical Incident Stress Management (CISM)

Equipment Rehab, Repair and Replacement

DFS will conduct a full inventory of agency equipment and documentation will occur prior to assigning staff to the event(s), to support usage of non-consumable and consumable equipment. Upon conclusion of a MFI response, the DFS Division Director or Designee and OCME Designee, shall assign an individual or group to document the use, damage and loss of all DFS equipment utilized during the response. Where appropriate, maintenance and repair will be performed on all equipment that is deemed reusable. Documentation and reporting of damaged, lost or stolen equipment shall be made in accordance to DFS standard policies and communicated to the DFS Division Director or Designee for replacement if required.

Hotwash

A hotwash will be conducted within 2 weeks of the conclusion of the incident if feasible and appropriate (based on staff stress levels). Unlike debriefing, the hotwash shall focus on technical aspects of the response, with preparedness for future events and plan revision as the key focus of the discussion. The hotwash will be conducted by OCME or Designee, who will produce a detailed after-action report and Improvement plan (AAR-IP)

After-Action Report Improvement Plan (AAR-IP)

An After-Action Report Improvement Plan should be created after any event. The information for this document will be gathered from the hotwash. The document should include the event, strengths of the operation as well as weaknesses. The Improvement Plan is the most important part. Within the improvement plan there are recommendations given and specific staff members are tasked with following-up on those recommendations. These usually come from shortfalls in the response or areas that you would like to see fixed.

Plan Revision – Post Incident

After all incidents, the DFS Mass Fatality Management Plan as well as the associated agency response plans and SOPs should be reviewed and updated if needed based on new procedures and lessons learned from the event as described earlier in this document.

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Signatory

From: Anthony Crispino, Interim Director

Date: [REDACTED]

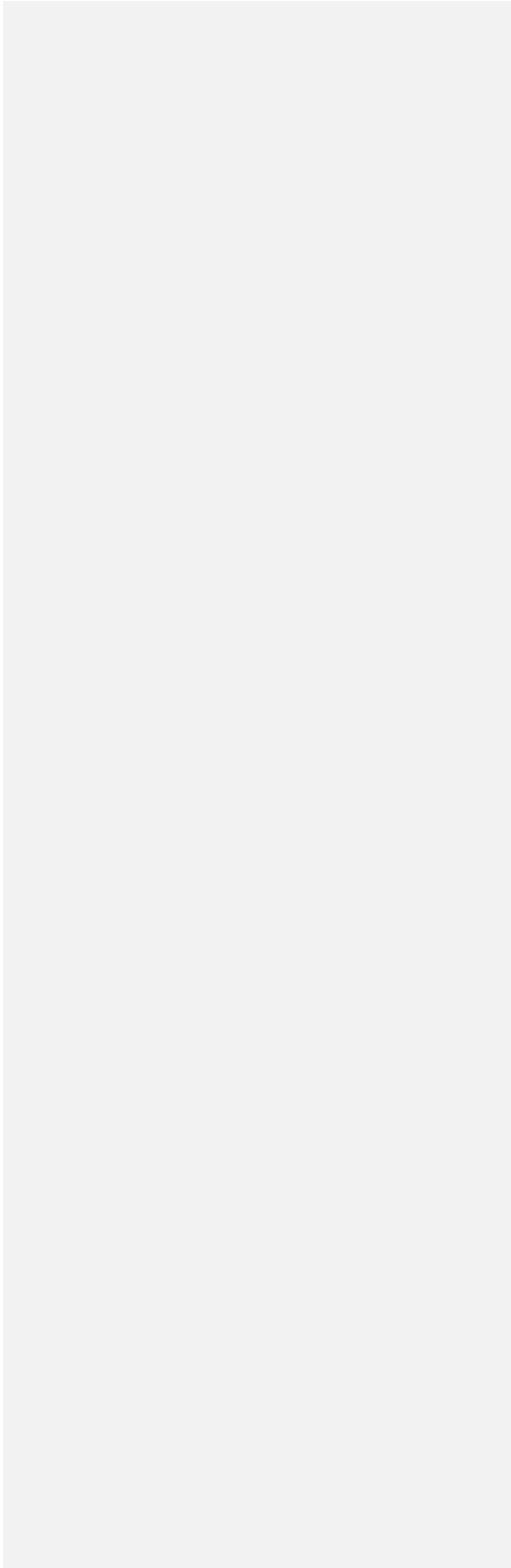
Subject: Department of Forensic Sciences Mass Fatality Management Plan

I hereby authorize the use of the following Department of Forensic Sciences Mass Fatality Management Plan within the All-Hazards Mass Fatality Management Plan as the operational plan for responding to emergencies within the District of Columbia.

The information contained in this document is confidential. The disclosure of some or all of the information in this plan could compromise the safety and privacy of DFS personnel and the security of the agency's essential equipment, services, and systems. Therefore, disclosure is strictly prohibited. The contents are not to be disclosed or duplicated, in whole or in part, without the consent of the Director of the Department of Forensic Sciences or my designee. This document contains personal and sensitive information and its use is for emergency response and recovery purposes only.

[REDACTED]
DFS Director

[REDACTED]
Date



COOP Plan and Annex for CFL Flooding

CSS Emergency Flooding Plan

All evidence maintained within the CEU will be raised to support flooding damage(s). In the event of a major storm/flood prediction, the evidence will be transferred to the 3rd floor CSSU secure supply room and electronically transferred in LIMS to support chain of custody.

The CEU walk in refrigerator and freezer will remain locked and secure, to preserve evidence within.

Vehicles located in the garage (B2) area will be processed as priority before the storm and sent to blue plains for retention, in collaboration with MPD Evidence Control Branch (ECB).

FSL Emergency Flooding Plan

All FSL evidence, firearms, ammunition etc. Are in locked rooms in a locked room and if the doors lock automatically when the power goes out, then the evidence is secure. If we wish to secure windows, then will need to purchase barriers to prevent an individual from breaking the glass and gaining access. In addition, we may need to explore obtaining a universal FSL key to lock all identified doors in the event the doors don't automatically lock.

There is no FSL evidence on the floor however depending on the height of the water should be consider placing the storage lockers and cabinets on palates.

PHL Emergency Flooding Plan

PHL flooding would entail send outs to MD and/or VA for testing since there are no alternative sites for testing for PHL.

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PHASE III RECOVERY

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Recovery

Definition:

Recovery is the process by which an agency resumes all operational functions. After the threat or disruption subsides, each office will need to transition back to pre-event status.

Recovery actions will include: The DFS Health and Safety Officer in conjunction with the DGS Facility Manager will ensure that the facility is usable and safe.

1. Returning the office to steady state work levels; and
2. Assessing the COOP activation response and documenting the lessons learned.

Procedures:

Recovery procedures will commence when the Director ascertains that the emergency situation has ended and is unlikely to recur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation.

1. Continue to perform essential functions at the alternate facility for up to thirty (30) days;
2. Begin an orderly return to the Consolidated Forensic Laboratory and reconstitute full operations; and/or
3. Begin to establish a reconstituted DFS facility elsewhere.

The order to enter or reoccupy a primary or alternate facility will be issued once the Director, or designee, has received a confirmation of safety from safety officials.

A designated DFS employee will oversee the orderly transition of all DFS functions, personnel, equipment, and records from the alternate site to the DFS primary facility or a new facility. The designated DFS employee will oversee the messaging informing staff of orders to return to work at a new facility or at the restored facility. Information will also be distributed on hours of operations, work assignments and other pertinent information regarding recovery.

Recovery Checklists:

Personnel Issues: Recovery may include the following personnel issues:

- Defusing on-scene stress management;
- The need to quickly recruit, screen and hire temporary or permanent workers;
- Unforeseen demands on the District of Columbia to fund medical, leave and pension funds;
- Additional training and supervision.

Equipment and Supplies: Restocking and rehabilitating emergency resources after deployment is critical to returning DFS to its pre-COOP activation status. This may include:

- Returning the equipment and supplies to pre-incident readiness;
- Replacing lost, stolen or damaged equipment;
- Re-outfitting supply caches and response kits;
- Dealing with sensitive or proprietary items; and
- Investigating and documenting property loss.

Reimbursement: Processes and procedures must be in place to ensure that resource providers are reimbursed in a timely fashion, including mechanisms for:

- Providing documentation required and fulfilling other requirements for reimbursement;
 - Collecting bills;
 - Validating costs against the scope of work; and
- Ensuring that the proper authorities are involved.

EXERCISE AND MAINTENANCE OF COOP PLAN

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Exercise and Maintenance of COOP Plan

Exercises are a variety of simulated disasters designed to keep this plan viable. The exercise portion of a plan may call for activation several times throughout a year to evaluate the state of readiness of the District government to respond to differing incidents.

The Homeland Security Exercise and Evaluation Program (HSEEP) defines seven types of exercises, each of which is discussions-based or operations-based.

Discussions-based exercises:

familiarize participants with current plans, policies, agreements, and procedures, or may be used to develop new plans, policies, agreements, and procedures. Types of discussion-based exercises include:

- **Seminar.** A seminar is an informal discussion, designed to orient participants to new or updated plans, policies, or procedures (e.g., a seminar to review a new Evacuation Standard Operating Procedure).
- **Workshop.** A workshop resembles a seminar, but is employed to build specific products, such as a draft plan or policy (e.g., a Training and Exercise Plan Workshop is used to develop a Multi-year Training and Exercise Plan).
- **Tabletop exercise (TTX).** A tabletop exercise involves key personnel discussing simulated scenarios in an informal setting. TTXs can be used to assess plans, policies, and procedures.
- **Game.** A game is a simulation of operations that often involves two or more teams, usually in a competitive environment, using rules, data, and procedure designed to depict an actual or assumed real-life situation.

Operations-based exercises:

validate plans, policies, agreements and procedures, clarify roles and responsibilities, and identify resource gaps in an operational environment. Operations-based exercises include:

- **Drill.** A drill is a coordinated, supervised activity usually employed to test a single, specific operation or function within a single entity (e.g., a fire department conducts a decontamination drill).
- **Functional exercise (FE).** A functional exercise examines and/or validates the coordination, command, and control between various multi-agency coordination centers (e.g., emergency operation center, joint field office, etc.). A functional exercise does not involve any "boots on the ground" (i.e., first responders or emergency officials responding to an incident in real time).
- **Full-Scale Exercise (FSE).** A full-scale exercise is a multi-agency, multi-jurisdictional, multidiscipline exercise involving functional (e.g., joint field office, emergency operation centers, etc.) and "boots on the ground" response (e.g., firefighters decontaminating mock victims).

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Training:

To maintain a viable Plan, it is vital to train and educate employees about the plan and its activation. In order for employees to understand their responsibilities during activation, it is necessary to conduct formal trainings on a regular basis. Trainings also should be provided at any new employee orientations.

Multiyear Strategy and Program Management Plan (MYSPMP):

A plan that defines long-term goals for improving and managing the COOP plan. The MYSPMP should include:

- A reference to the general COOP planning requirements.
 - A description of the elements that ensure a viable COOP capability.
 - Identification of the resources required to establish each element.
 - Discussion of organization-specific management and policy issues (e.g., resource requirements, internal policies).
 - A schedule for establishing COOP capability and plan approval.
 - An endorsement sheet signed by the agency leader.
- The budget required to accomplish the strategy.

Life Cycle of Plan

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The COOP plan follows a life cycle by which it is constantly being evaluated and updated. The plan will lose its usefulness if it becomes outdated.



Maintenance and Planning Responsibilities

To ensure that the COOP plan remains current, a DFS entity will be responsible for updating certain sections of the plan and conduct any related tests and maintenance. The required actions and responsible entities are identified below:

Action	Tasks	Responsible Position	Frequency
Train new staff	1. Include COOP information in new employee orientation	Health and Safety Specialist	Semi-Annually
Review and update all plan sections, as necessary	1. Review each section of the plan for accuracy 2. Incorporate lessons learned from real-life activations and from training and exercises	Chief Operating Officer Safety Officer	Quarterly
Plan and conduct exercises	1. Conduct internal COOP exercises 2. Test Vital equipment and Vital records backup strategies	Chief Information Officer Safety Officer	Annually
Monitor and maintain vital records and vital equipment	1. Monitor volume of materials 2. Assist staff with updating/removing files	HR Director	As needed
Test Alternate Facilities	1. Check all systems 2. Verify accessibility 3. Cycle supplies and equipment	Chief Operating Officer Chief Information Officer Safety Officer	Semi-Annually

Plan Distribution and Plan Storage

The COOP plan must be accessible to all DFS personnel. It will be distributed as indicated below:

Level of COOP Plan Distributed	Designated Personnel
Complete COOP Plan for DFS with all personnel contact information (work and home) and attachments included.	Directorate
COOP Plan for DFS with all personal contact information redacted.	All DFS personnel

The latest version of the COOP Plan should be stored in hardcopy and electronically at the following locations:

- Desks of the DFS Director and Division Heads
- DFS intranet for viewing by all DFS personnel (removing personal contact information, if necessary.)
- Alternate Facilities
- DFS personnel place of residence
- DC HSEMA COOP Program Manager's workspace on DPS site

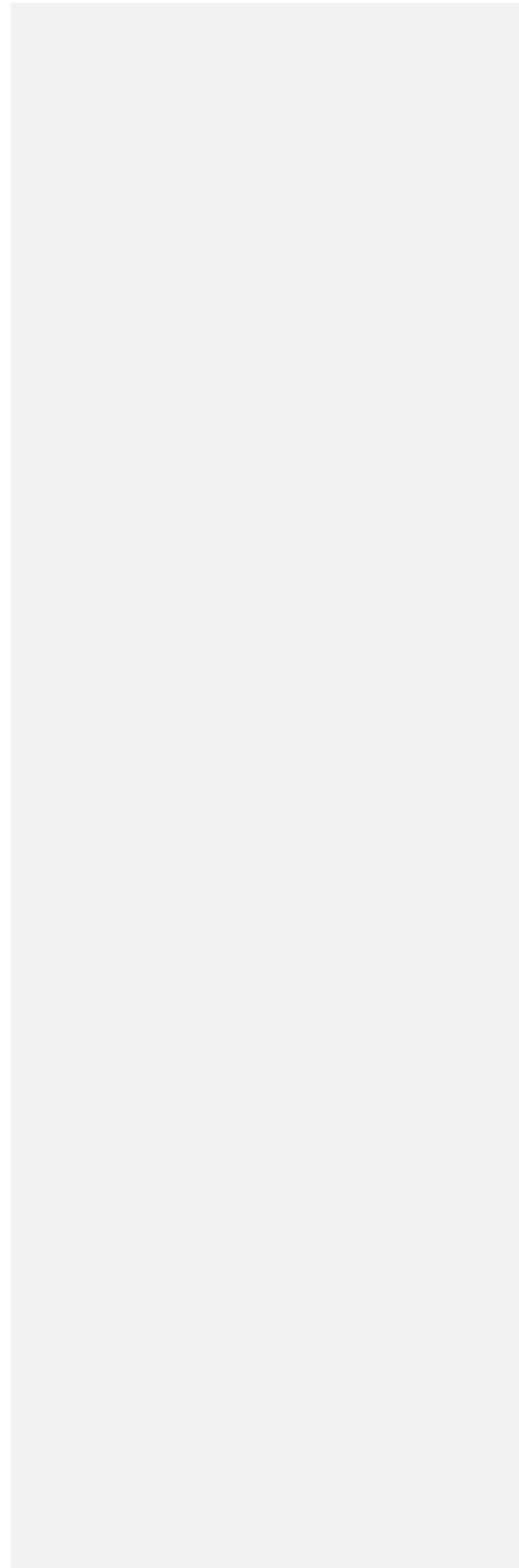
SECURITY NOTICE REMINDER

The COOP Plan contains confidential and sensitive information. When determining the proper storage location, particularly with regards to off-site storage, remember that the COOP Plan should be accessible, but secure.

APPENDIX

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Appendix A: Authorities

This COOP plan has been drafted pursuant to the following local and federal laws applicable in an emergency:

DISTRICT OF COLUMBIA

1. Mayor's Order 2012-61, April 27, 2012, Continuity of Operations Planning.
2. District of Columbia Public Emergency Act of 1980, D.C. Official Code § 7-2301 *et seq.*, Public Emergencies (2001).
3. D.C. Official Code § 1-1401 *et seq.* (2001).
4. D.C. Official Code § 7-2201 *et seq.*, Civil Defense Declaration of Intent, (1950), *amended by* Homeland Security, Risk Reduction, and Preparedness Amendment Act of 2006.
5. D.C. Official Code § 7-2209, Civil Defense Compacts (1950).
6. District of Columbia Anti-Terrorism Act of 2002, D.C. Official Code § 22-3151 *et seq.* (2002).
7. District of Columbia Home Rule Act, *as amended*. D.C. Official Code § 1-204.21(c)(2) (1973).
8. District Government Continuity of Operations Plan Amendment Act of 2020, D.C. Act 23-489

FEDERAL

1. Homeland Security Act of 2002, 6 U.S.C. § 101 *et seq.* (2002).
2. Homeland Security Presidential Directive-5, *Management of Domestic Incidents* (2003).
The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121 *et seq.* (2000).

SUMMARY OF DISTRICT OF COLUMBIA OFFICIAL CODE PROVISIONS RELATED TO EMERGENCY PLANNING AND OPERATIONS

§ 7-2301. Defines terms, including “Emergency Operations Plan” and “Public emergency.” Emergency operations plan means the District’s state plan for public emergency preparedness and prevention pursuant to the Disaster Relief Act of 1974 and **§ 7-2302.**

§ 7-2302. Public emergency means any disaster, catastrophe, or emergency situation where the health, safety, or welfare of persons in the District is threatened by reason of the actual or imminent consequences within the District of (1) enemy attack, sabotage, or other hostile action; (2) severe and unanticipated resource shortage; (3) fire; (4) flood, earthquake, or other serious act of nature; (5) serious civil disorder; (6) any serious industrial, nuclear, or transportation accident; (7) explosion, conflagration, or power failure; or (8) injurious environmental contamination which threatens or causes damage to life, health, or property.

§ 7-2302. – 2303. Authorizes the Mayor to establish a program of public emergency preparedness using appropriate District agencies, to include (1) the development of an emergency operations plan that sets forth a program to prepare for and provide assistance necessary for regulations and procedures, and the conduct of exercises; (2) posting of public emergency evaluations; (3) periodic program review; and (4) coordination of federal and public notice requirements and transmittal to the D.C. Council for review and approval or disapproval.

§ 7-2304. – 2308. Governs the issuance of emergency executive orders by the Mayor, their duration and extension, publication requirements, and other authority. The Mayor is authorized under **§ 7-2304** to issue an emergency executive order upon reasonable apprehension of the existence of a public emergency and a determination that such order is necessary for the immediate preservation of the public peace, health, safety, or welfare, and as a prerequisite to requesting emergency or major disaster assistance under the Disaster Relief Act of 1974. Such order shall define (1) the existence, nature, extent, and severity of the public emergency; (2) the measures necessary to relieve the public emergency; (3) the specific requirements of the order and the persons upon whom the order is binding; and (4) the duration of the order. Upon issuing the order, the Mayor may issue an emergency executive order, which shall state:

(1) Expend appropriated funds to carry out public emergency service missions and responsibilities.

§ 7-2201. Provides a statement of congressional intent that the District shall develop plans and programs to provide necessary protection, relief, and assistance for persons and property in the event that enemy attack, sabotage, or other hostile action shall occur or become imminent.

§ 7-2202.0 – 2208. Establishes in the District government an Office of Emergency Preparedness (designated the Emergency Management Agency by Mayor’s Order 98-189, Jan. 8, 1999, hereinafter referred to as EMA). EMA is authorized and directed, subject to the discretion and control of the Mayor, to do the following: (1) prepare a comprehensive plan and program for civil defense, to be integrated into federal civil defense plans and those of nearby states and appropriate political subdivisions; (2) institute training and public information programs, organize, equip, and train civil defense units, and take other preparatory steps in advance of actual disaster; (3) conduct studies and surveys of District civil defense resources and capabilities and plan for the emergency use thereof; (4) develop and enter into mutual aid agreements with states and political subdivisions thereof for reciprocal civil defense aid and mutual assistance, consistent with the national civil defense plan and program; (5) employ personnel and expend funds; (6) cooperate with governmental and nongovernmental agencies, organizations, associations, and other entities to coordinate civil defense activities in the District; (7) accept facilities, supplies, and funds from the federal government; (8) use services, supplies, and facilities of District departments, offices,

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and agencies and, when authorized by the Mayor, use District funds to match federal funds for the purchase of civil defense equipment and supplies; and (9) perform such other functions as the Mayor may assign.

§ 7-2209. Authorizes the Mayor to enter into and execute to interstate civil defense compacts with the states and sets forth the substance of the language to be used for such compacts.

§ 1-204.11. Subsection (b) provides that the chairman of the D.C. Council acts as the Mayor when the Office of the Mayor is vacant.

§ 1-204.22. Provides for the general powers, duties, and functions of the Mayor to execute laws and administer the affairs of the District, including authority to designate officer(s) who may execute and perform the powers and duties of the Mayor during periods of disability or absence from the District, administer the personnel functions of the District, delegate functions, propose legislation, and issue and enforce administrative orders.

§ 1-204.23. Provides that the Mayor shall be the central planning agency for the District. He shall be responsible for the coordination of planning activities of the municipal government and the preparation and implementation of the District's elements of the comprehensive plan for the National Capital, which may include land use elements, urban renewal and redevelopment elements, a multi-year program of municipal public works for the District, and physical, social, economic, transportation, and population elements.

§ 1-204.50a. Subsection (a) establishes an emergency cash reserve fund that may be used for unanticipated and nonrecurring extraordinary needs of an emergency nature, including a natural disaster or calamity as defined by the Stafford Act or in the event of a state of emergency declared by the Mayor. **Subsection (b)** establishes a contingency cash reserve fund to be used for nonrecurring needs, including expenses associated with unforeseen weather or other natural disasters, unexpected obligations created by federal law, or new public safety or health needs or requirements.

SUMMARY OF FEDERAL LAWS RELATED TO EMERGENCY PLANNING AND OPERATIONS

6 U.S.C. § 101. Establishes the Department of Homeland Security to a) prevent terrorist attacks within the United States; b) reduce the vulnerability of the United States to terrorism; and c) minimize the damage, and assist in the recovery, from terrorist attacks that do occur within the United States.

Homeland Security Presidential Directive-5. Establishes a unified, comprehensive nationwide incident management system, the purpose of which is to assist the prevention, preparation, response, and recovery from terrorist attacks, significant disasters, and other emergencies. This system would enable all levels of government throughout the country to work together efficiently and effectively.

42 U.S.C. § 5121. To allow the federal government to provide state and local government the means to alleviate suffering and damage resulting from disasters by 1) revising and broadening the scope of existing disaster relief programs; 2) encouraging the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by states and local governments; 3) achieving greater coordination and responsiveness of disaster preparedness and relief programs; 4) encouraging individuals, states, and local governments to protect themselves by obtaining insurance coverage to supplement or replace governmental assistance; 5) encouraging hazard mitigation measures to reduce losses from disasters, including development of land use and construction regulations; and 6) providing federal assistance programs for both public and private losses sustained in disasters.

Appendix B: Planning Considerations and Assumptions

This COOP plan is based on the following assumptions:

COOP ACTIVATION

- The Department of Forensic Sciences is vulnerable to a full range of all-hazards (man-made and natural disasters).
- Activation of the COOP plan may be required at any time—during business hours or non-business hours.
- The Director or his/her designee is responsible for all pre-activation measures.
- All DC Government Agencies, including DFS, are self-sufficient for up to 72 hours.
- The COOP plan is a guide; however, authority for emergency response activities also rests with local public safety and emergency responders.
- Pre-established priorities of the resumption of essential functions may require alteration once the actual extent of the threat has been identified.
- Each [DFS] division manager will act under the leadership of the Director and the Associate Directors and will be responsible for coordinating COOP plan activities for their respective division.
- The COOP plan will be accessible at all times and in all primary and alternate locations.
- Alternate facilities are equipped with all needed telecommunications, internet systems, mail services, and public access.
- Each division manager or his/her designee will be responsible for disseminating administrative and logistical information to their personnel.

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TRAINING AND EXERCISES

- Appropriate funding and resources will be provided to support COOP planning, training, and exercises.
- Based on planning, training, and exercises, the COOP plan will be maintained and updated.
- Cross-training will be provided within the DFS Units to the fullest extent possible.
- It is suggested that each employee is responsible for creating and stocking his/her own Go-Kit containing Vital Records, Vital Equipment and personal items, such as water, snacks, and medicines.

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APPENDIX C: AFTER-ACTION REPORT/IMPROVEMENT PLAN (AAR/IP) MATRIX

After-Action Report/Improvement Plan (AAR/IP)

An After Action Report/Improvement Plan (AAR/IP) is the final product of an exercise. The AAR/IP has two components: an AAR, which captures observations and recommendations based on the exercise objectives as associated with the capabilities and tasks; and an IP, which identifies specific corrective actions, assigns them to responsible parties, and establishes targets for their completion. The lead evaluator and the exercise planning team draft the AAR and submit it to conference participants prior to an After Action Conference. The draft AAR is distributed to conference participants for review no more than 30 days after the exercise. After the conference, an IP will be created and will be disseminated to participants no more than 60 days after the exercise. The IP should contain a matrix such as the one below that lists each capability along with the associated observations, recommendations, corrective actions, capabilities, responsible agency and point of contact (POC), and start and completion dates:

Improvement Plan Matrix

Capability	Observation	Recommendation	Corrective Action Description	Capability Element	Primary Responsible Agency	Agency POC	Start Date	End Date



Integrity | Accountability | Trust

Telework Policy Effective, January 2, 2023

1. Overview

DFS is pleased to offer an ongoing routine and situational telework program.

The decision to offer telework, routine and situational, as an option will be decided at the program and unit level, by the program director. **If telework is granted in the program, unit supervisors within the program have the discretion to offer telework to their respective units based on a variety of factors.** Subject to supervisory approval, employees may elect to telework so long as teleworking does not negatively impact agency services or personal performance. Interested employees should follow the steps outlined in this policy.

2. General Summary, Requirements and Restrictions of Routine Telework

A. General Summary

- Routine telework is a pre-approved, written arrangement in which an employee can perform officially assigned duties at the employee's home address of record, *as listed in PeopleSoft*, on a regular basis.
- While the option to telework, if offered, must be applied equitably (notwithstanding considerations with regards to employee's positions and work habits - see below) to all employees; please be aware that employees are not automatically entitled to a telework arrangement.
- Program directors, unit supervisors and/or immediate supervisors hold the authority to set telework scheduling perimeters (i.e., telework is not available on specific days – Monday, Friday, etc.; telework is not available on consecutive days – Mondays and Tuesdays or Thursdays and Fridays, etc.)
- Prior to an employee's telework approval, the immediate supervisor must determine if the duties of the employee's position are appropriate for telework. An employee who consistently provides face-to-face service to customers or are assigned field work are likely not good candidates for telework. Considerations include:
 - The level of supervision that the employee's work requires.
 - The level of thinking and writing required.
 - The level of required face-to-face contact with other employees or the public.
 - The level of telephone communications required.
 - The level of in-office reference materials or computer network data files needed to competently perform job; and
 - The level of security necessary or desirable to maintain the integrity of government or confidential information.

- In addition, prior to an employee being approved for telework, the immediate supervisor must also determine if the work habits of the employee's position are appropriate for telework. Considerations include:
 - The amount of supervision or frequency of feedback needed.
 - The quality of organization and planning skills.
 - The importance of coworkers' input to work function.
 - The amount of discipline required concerning work duties.
 - The reliability concerning work hours.
 - The desire or need to be around people.
 - The desire or need for flexibility; and
 - The quality of work performance or productivity.

B. Requirements

- If approved, teleworkers are required to take all required online training before starting to telework.
- New applicants are required to submit their telework training transcript upon submission of their application. If on an approved telework agreement, the employee must be able to report to their official work site within two (2) hours, upon request of a supervisory official within their chain of command, program director, or an executive team member.
- In the event an employee is required to report for any reason (i.e., meeting or mandatory event), they may be required to remain at work for the remainder of the workday.
- DFS employees who telework are required to respond to all emails and phone calls that would have been within the reasonable purview of office interaction **within 45 minutes**.
- An employee may be granted telework "up to" two days per week (program directors and supervisors have the discretion to limit this for their respective units to one day per week).
- Newly hired DFS employees are eligible for telework after ninety (90) days of service with the Agency.

C. Restrictions

An employee is ineligible to request telework (*including Situational Telework*) if they:

- Received a rating of Marginal Performer (*Level 2.49*) or lower on their most recent official performance evaluation.
- Are on a Performance Improvement Plan; or
- Received a HR disciplinary action (*corrective or adverse*) within the last 12 months.

An employee forfeits their eligibility of an approved telework agreement (*including Situational Telework*) if they:

- Receive a HR disciplinary action (*corrective or adverse*); or
- Are placed on a Performance Improvement Plan.

3. Situational Telework

Unlike routine telework, which remains in effect until it is terminated or upon the agency's annual deadline, situational telework is a temporary arrangement (of no more than three (3) consecutive workdays, unless otherwise approved by DFS Human Resources) that is approved by an employee's supervisor or DFS HR, in writing, and includes a work plan, with a copy to the employee's immediate supervisor. While not limited to the following, examples of situational telework include doing so for the purpose of completing a project or report; due to an injury or illness; or due to a home repair emergency.

A telework agreement must be signed by the employee and supervisor prior to requesting situational telework.

- **Special Project or Report** - On occasion, an employee may have a short-term need for an uninterrupted period to complete work on a complex project or report.
- **Illness or Injury** - An employee recovering from an illness or injury who is temporarily unable to physically report to their official work site but are physically and mentally capable of performing their official duties remotely, may be approved for situational telework. Documentation may be requested by an employee's immediate supervisor or DFS Human Resources.
- **Home Maintenance** - If an employee needs to be home for emergency maintenance or repairs, situational telework may be approved provided the employee can carry out their duties remotely and the employee's involvement in the maintenance or repair is incidental. For example, an employee may be approved for situational telework to accommodate the arrival of a plumber. However, an employee may not be approved to assist a family member in painting a bedroom. Documentation may be requested by an employee's immediate supervisor or DFS Human Resources.
- **Case-by-Case Basis** - On a case-by-case basis, *a supervisor in consultation with DFS HR*, may allow an employee to use situational telework in instances other than those referenced above. In these cases, employees continue to be restricted to a maximum of three (3) consecutive days, except during declared emergencies. For any absences beyond the three (3) days, employees must provide documentation to support absence.

NOTE: If an employee needs to take leave during their telework day, as referenced in sections I and II, the employee must request the appropriate leave in accordance with *Chapter 12 of the personnel regulations*.

4. Essential and Emergency Employees and Situational Telework

DFS essential and emergency employees are designated by the Agency Director and may be selected from all employment services (i.e., including but not limited to MSS, Career Service, Education Service, etc.) Typically, they provide advice, recommendations, and specific functional support necessary for the continuity of operations during a declared emergency. They would also be required to report to work, remain at work or telework (if they are directed to do so) during a period of a declared emergency. Upon designation, an emergency employee wishing to utilize situational telework must follow the process referenced in section 3 of this policy.

In the event of a declared emergency, an emergency employee on situational telework may be directed to report to work.

5. Requesting a Telework Schedule

An employee seeking telework must complete the attached application, which must then be approved by their supervisor and the DFS HR Telework Coordinator.

Provided an employee's position is suitable and eligible for telework, to qualify, the employee must have a working government issued laptop, high speed internet and a phone at the telework location. An active Virtual Private Network (VPN) account and/or working Webcam, as required to perform job functions.

An employee requesting to Telework should submit the following documents:

- Telework Application
- Telework Agreement
- Acknowledgment Form
- Workplan

6. Renewing a Telework Schedule

An employee looking to renew their existing telework arrangement must complete a renewal application, annually, which must be approved by their supervisor and the DFS HR Telework Coordinator. A renewal application should only be submitted to supervisors if an existing telework arrangement is in place.

An employee requesting to renew their Telework application should submit the following documents:

- Renewal Application
- Telework Agreement
- Acknowledgement Form

7. Telework: Accountability, Office Workspace and Technology

Employees who telework must have an approved **work plan** established at the beginning of their telework period and update the plan as work is completed.

- **Work Plan**
 - Supervisors, in consultation with the teleworking employee, must develop a comprehensive work plan detailing the tasks, assignments, projects and initiatives that the employee will be responsible for completing while teleworking.
 - As work is completed on the plan, employees must indicate the number of hours spent per project or task, adding any appropriate comments.
 - The work plans shall be maintained at the program level.
- **Required Technology**
 - Employees approved for telework must have the required technology, including government issued laptop, phone, and access to webcam VPN (if applicable).
 - The Agency does not bear the responsibility to:
 - Provide such required technology - other than laptop. VPN and webcam (if applicable and as required to perform job functions); or
 - Change its technology distribution practices to meet telework requests.

- **DFS IT Checklist**

The information shown below serves as an at-a-glance checklist for information technology (IT) purposes.

Equipment	Teleworker to Provide:	Agency to Provide:
High Speed Internet	√	
Virtual Private Network (VPN)		√ - if applicable
Laptop		√
Webcam		√
Mobile Cellular Device	√ - if not already provided by program	
Additional Software	√ - if not already provided by program	

8. Additional Notes Regarding Telework

Employees are not eligible to telework if they have been absent from in-person duty on the preceding day (e.g., holiday, vacation, training, conference, other leave, etc.) or if their scheduled telework day falls on a District holiday or closure.

Employees are not eligible to swap their telework day if they are required, for any reason, to report to the workplace on their telework day. Possible reasons include any work that falls under their purview, such

as a meeting, training and/or direct work of the employee, their team, or program that is required on the telework day.

Employees are not eligible to swap their telework day if their telework day falls on a day where they have used scheduled or unscheduled leave.

Telework privileges may be immediately revoked for the remainder of the calendar year, if employees on telework:

- Does not respond to any work-related phone calls, voicemails, or emails within 45 minutes from receipt.
- Does not report to their primary worksite within 2 hours, upon request of a supervisory official within their chain of command, program director, or an executive team member.
- Does not report to work for an in-person meeting or assigned work assignment, when required.
- Does not complete work assigned by their supervisor on their telework days.
- Has a pattern of unscheduled leave before or after their telework day(s).
- Declines participation in a meeting or the completion of work assignments, while on duty due to personal responsibilities. *Please reference Section 3, on guidelines set forth by DPM, Chapter 12 on how to request leave.*
- Fails to comply with any requirement of this policy.

9. Approvals

An application for a telework arrangement must be approved by the employee's immediate supervisor and the DFS HR Telework Coordinator.

Along with the completed telework application, employees must take all required online trainings and submit the respective training transcript and the signed DFS' Information Security acknowledgement, dated within the last year of their initial telework application.

Employees approved for telework must use the "telework" related Time Reporting Codes (TRC) when entering their time into PeopleSoft.

10. Additional Information

While this policy does not address every potential detail and situation that may arise relating to telework, additional guidance is available from DFS Human Resources at dfs.hr@dc.gov.



Integrity | Accountability | Trust

DFS Telework Agreement

I, _____, hereby request permission to participate in the Telework Program to perform assigned job duties, other than my official workstation (My Home Worksite) on certain days during my tour of duty. I am currently an employee of the Department of Forensic Sciences.

I. TERMS

1. An Employee approved to telework must log in to the required software systems, such as Outlook email, VPN, etc. to indicate the start of the Employee's tour of duty.
2. If the Agency Telework Coordinator approves Employee's application to participate in the Telework Program, Employee agrees to act in accordance with this Telework Work Agreement and all applicable rules and regulations of the Agency and District of Columbia government.
3. Employee acknowledges and agrees that Employee's failure to comply with the terms of this Agreement and all applicable rules and regulations (pertaining to employee conduct) of the Agency and District of Columbia government may result in termination from the Telework Program.
4. Prior to commencing Telework under the Telework Program, Employee will meet with Employee's supervisor to receive assignments or projects and to review completed work as necessary and appropriate. Employee will complete all assigned work according to work procedures, as directed by Employee's supervisor, and according to guidelines and expectations stated in Employee's performance plan.
5. Employee's supervisor will evaluate Employee's job performance in accordance with Employee's performance plan.
6. Employee agrees to limit performance of Employee's officially assigned duties to assignments or projects approved by the Employee's immediate supervisor and Program Director at the Alternative Worksite.
7. Employee must be able to respond to any work-related voice mails or electronic mails **within 45 minutes** from receipt of the same.
8. Unless directed otherwise, Employee must also be able to report to his/her primary worksite (e.g., 401 E Street, SW, Washington, DC), **within 2 hours** upon request of a supervisory official within the Employee's chain of command, program director, or an executive team member. In the event an employee is required to report for any reason (such as a meeting or mandatory event), he or she may be required to remain at work for the remainder of the workday.
9. Employee will apply approved safeguards to protect Agency or District government records from unauthorized disclosure and damage. While working at the Alternative Worksite, Employee will comply

with the applicable privacy requirements set forth in District law, personnel regulations, and Agency policies and procedures.

10. Employee agrees that the routine Telework schedules should not be altered to accommodate missed or disrupted Telework days (e.g., due to operational or other needs, official holidays etc.). Once missed or disrupted, routine Telework days cannot be substituted for non-Telework days.

II. COMPENSATION AND BENEFITS

1. Employee will continue to work in a pay status while working at Employee's Alternative Worksite. All salary rates, leave accrual rates, and travel entitlements will remain as if Employee performed all work at Employee's official duty station.

2. Employee understands that overtime work must be approved, in advance, by Employee's supervisor. If Employee works overtime that has been approved in advance, Employee will be compensated in accordance with applicable D.C. personnel regulations, laws, orders, and Agency.

3. By signing this Agreement, Employee agrees that failing to obtain approval for overtime work may result in his or her removal from the Telework Program and/or other appropriate action.

4. Employee must obtain supervisory approval before taking leave (in lieu of telework) in accordance with established office procedures. If an employee needs to take leave (sick or annual) during their telework day as referenced in sections I and II, the employee must request the appropriate leave in accordance with Chapter 12 of the personnel regulations.

III. EQUIPMENT/EXPENSES

1. The Employee must have a working computer workstation, internet access, and the capability to access relevant network resources.

2. If Employee uses Agency equipment, Employee agrees to protect such equipment in accordance with predetermined Agency guidelines. District government-owned equipment will be serviced and maintained by the Agency. District government-owned equipment will be distributed per existing policies and subject to supervisory discretion.

3. Neither Agency nor the District government will be liable for damages to Employee's personal or real property during the course of performance of official duties or while using District government equipment at the Alternative Worksite.

4. Neither Agency nor the District government will be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of Employee's residence as an Alternative Worksite.

5. Employees are required to use personal equipment (internet, phone, etc.) for Telework if Government equipment is not provided. If employee does not have Government issued equipment and is not willing to utilize their personal equipment, their approved application will be revoked.

IV. SAFETY

1. Supervisors may deny participation in the Telework Program or rescind this Agreement based on verified safety problems or threats in the Alternative Worksite.

2. Employee is covered by, and subject to, the appropriate provisions of the District of Columbia Public Sector Worker's Compensation Program, as appropriate, if injured while performing official duties at the central worksite or Alternative Worksite. Employee will immediately notify Employee's supervisor of any work-related injury that occurs while Employee is working at the Alternative Worksite. Employee's supervisor will investigate all accident and injury reports immediately following notification.

V. INDEMNIFICATION

Employee shall indemnify and hold harmless the District government, its employees, agents, and officers from any and all liability for personal injury or any claim for compensation whatsoever, except for any Employee's injury(ies) covered by the District of Columbia Disability Compensation Program, which action or claim may be filed against the District government, its employees, agents or officers, arising from any incident that occurs while Employee is working at any Alternative Worksite. This indemnification provision shall be null and void in the event Employee is not approved for participation in the Telework Program. If Employee's application is approved, but subsequently terminated, the indemnity provision shall no longer be in effect after the last day on which Employee was allowed to participate in the Telework Program.

VI. INITIATION AND TERMINATION OF AGREEMENT

1. Employee agrees to satisfactorily complete any training requirements for the Telework Program.
2. Employee agrees to adhere to this Agreement and all other applicable Agency and DC government personnel laws, guidelines, orders, and policies.
3. Employee may terminate participation in the Telework Program at any time, subject to the terms of the Agreement. Employee shall provide written notice to their immediate Supervisor and Telework Coordinator.
4. Agency may terminate or modify Employee's participation in the Telework Program at any time for reasons that include, but are not limited to, Employee's performance and the Agency's organizational or operational needs.
5. Upon request, Employee's supervisor and Employee may complete surveys to evaluate the Telework Program.
6. By signing below, Employee acknowledges receiving a copy of the Agency Telework Policy and further agrees to follow Agency policy and procedures surrounding Telework.

VII. SIGNATURE

By signing below, I affirm that my duties and responsibilities are conducive to a telework arrangement, and as specified in this application and agreement. I agree to be bound by the agreement's terms. By signing this form, parties agree to abide by all the terms and conditions contained in the DFS Telework policy.

Print Name: _____ Date: _____

Signature: _____

2. Please describe any updates that the agency made to staffing, management, and operations in the Public Health Laboratory (“PHL”) in FY 2022 and FY 2023, to date. What is the status of filling the numerous vacant or new positions report in the agency’s responses to the Committee’s FY 2021 oversight questions?

The Public Health Laboratory (PHL) went through extensive changes in staffing and management in FY21 and FY22. These changes started with the laboratory director leaving in November 2020. Until the end of FY22, the laboratory was managed using a dual leadership model, with one person acting as the administrative/operational interim director and another person acting as the Interim CLIA Laboratory Director. In March 2022, a new board certified Interim Public Health Laboratory Director was appointed from within the agency and the agency’s CLIA license has been reunited with PHL Director position in July 2022. In December 2023, the interim PHL Director position was promoted to the position permanently. The Microbiology Unit Manager position left vacant due to the promotion of the interim Laboratory Director is expected to be filled in FY23.

In April 2022, the laboratory lost additional senior staff members including the PHL Chief of Operations and the Chemistry Unit Manager. To fill the gap in PHL Senior leadership, the PHL Deputy Laboratory Director position was created and filled in May 2022. The Deputy Director in addition to supporting the Laboratory Director in Administrative/Operational duties, serves as the Technical Director of the Molecular Diagnostics (including whole genome sequencing lab) and the Bioterrorism Units.

The Former Chemistry Unit Manager managed both the Forensic Chemistry Unit in FSL and the Clinical Toxicology Laboratory in PHL. Due to differences in regulatory requirements (ISO vs CLIA) for both units. The decision was made to separately manage the two Units with Clinical Toxicology Unit (CTU) transitioning to be managed under PHL and the FCU remaining with FSL. In September 2023, PHL hired a new Chemistry Unit Manager for CTU. The Chemistry Supervisor position is planned to be filled in FY23.

The PHL continues to staff positions through federal grant awards, consisting of laboratory assistants, medical technologists, administrative staff, IT & informatics staff, supervisory and management positions, in all areas throughout the lab. Additionally, the PHL continues to employ contractors via federal COVID-19 grants to increase flexibility in testing and whole genome sequencing capacity as COVID-19 continues to go through waves of outbreaks.

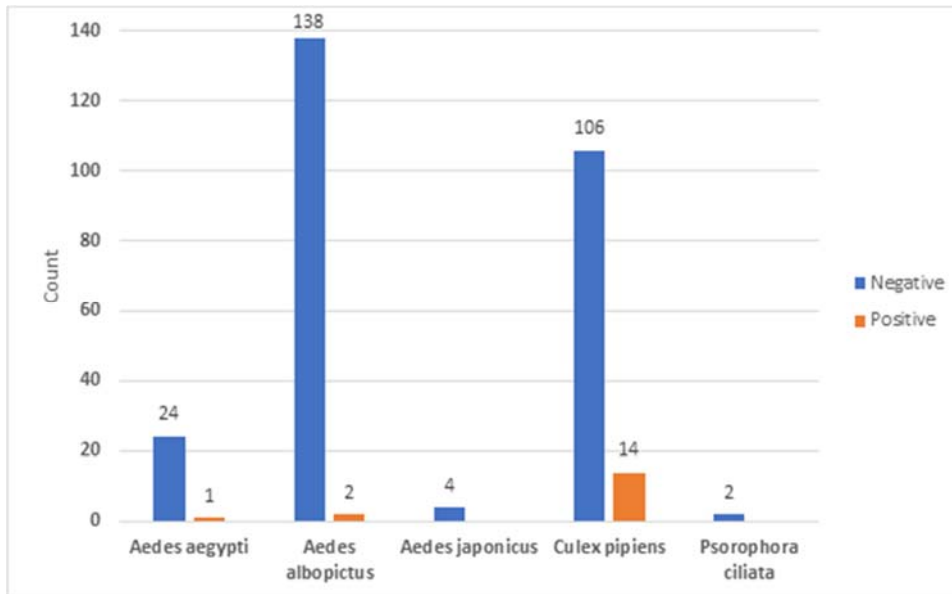
Finally, PHL was awarded two CDC-APHL COVID-19 fellows to work onsite in FY22 one of which was apart of the bioinformatics Team for COVID-19 sequencing and the other helped develop our wastewater testing capability. In FY23, PHL received six new CDC-APHL COVID-19 fellows that have been placed in the areas of bioinformatics, informatics, Clinical toxicology, Virology/Immunology and Molecular Diagnostics working to help implement new assays and improve laboratory processes.

- a. Please describe the current status of the District’s mosquito surveillance program to test for West Nile, dengue, chikungunya, and Zika viruses.

Mosquito Surveillance Program in the District

The DFS Public Health Laboratory (PHL) in collaboration with DC Health performs surveillance of West Nile Virus (WNV) in endemic mosquito species in the District of Columbia. Mosquitos are trapped throughout DC, speciated, and submitted for testing at DC PHL. DFS maintains clinical testing of patient specimens for Zika virus but does not routinely perform surveillance testing for these pathogens in mosquito pools due to rarity and low probability of local transmission. Testing for dengue and chikungunya was discontinued at PHL due to lack of test request in the last few years as well as changes in the proficiency testing program for the assay. Any requests were to be forwarded to CDC for testing, however no requests for testing were made during this time.

For the 2022 mosquito surveillance season, Arbovirus molecular testing was performed on Panther Fusion at DFS-PHL. A total of 291 mosquito pools were collected and tested for West Nile Virus (WNV). There were 17 WNV positive and 274 negative mosquito pools this season. Of the 291 pools, majority of mosquito pools tested this season consisted of *Aedes albopictus* (140 pools, 2 positive) and *Culex pipiens* (120, pools, 14 positive), followed by of *Aedes aegypti* (25 pools, 1 positive), *Aedes japonicus*, (4 pools, no positive) and *Psorophora ciliata* (2 pools, no positive).



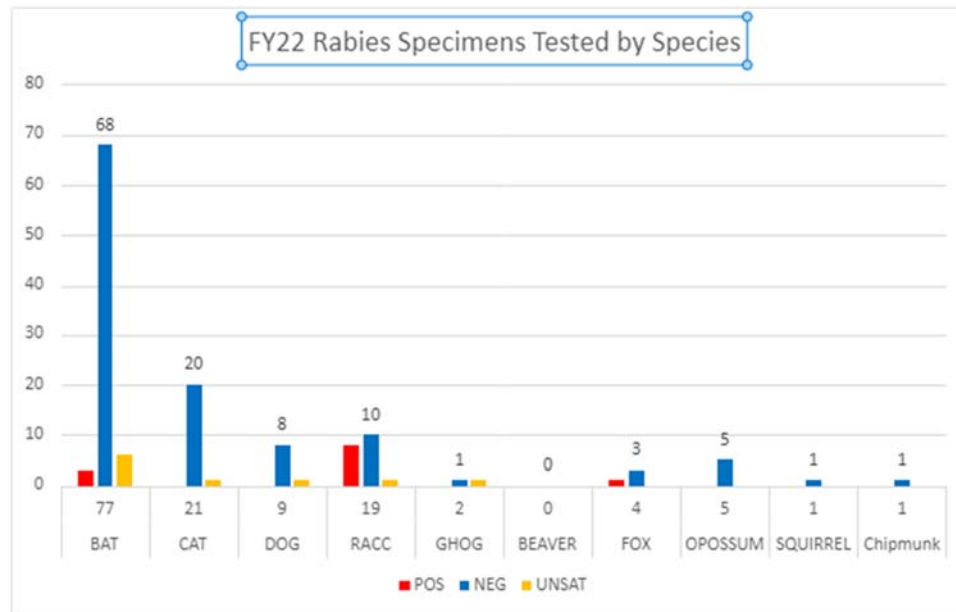
For the FY23 mosquito surveillance season, DFS plan to include additional testing for Dengue, St. Louis Encephalitis, and Japanese Encephalitis viruses in the mosquito species endemic in the District of Columbia.

- b. Please describe the current status of the District’s surveillance for influenza and foodborne outbreaks, rabies testing, STI testing, and testing for bioterrorism, and chemical terrorism, and drugs of abuse.

Rabies testing at the DFS PHL

For the FY22, the PHL received 139 animal brain specimens for rabies testing since the beginning of the FY22 year. Of these, 96 animals have had human exposure, 14 have had animal exposure (bites or contact with animal saliva including licks), 16 with potential exposure and 13 with no exposure. More than half (55.4%) of the submissions were bats followed by domestic animals (cats and dogs) (21.6%), raccoon (13.7%), opossum (3.6%), fox (2.9%), ground hog (1.5%), squirrel (0.7%) and Chipmunk (0.7%). The overall rabies positivity in the district is 8.6% (12/139) and 3.9% (3/77) in bats, 25.0% (1/4) in fox and 42.1% (8/19) in raccoons as the major animal species positive in the district in FY22.

A fox from National Zoological Park in Washington, DC was tested positive. The brain sample was sent to CDC and confirmed as the Eastern Raccoon Rabies Virus Variant by the Rabies Antigenic Typing and Sequence Analysis. This is the first case of a positive fox in the District of Columbia in 2022.



For the FY23, the PHL received 22 animal brain specimens for rabies testing since the beginning of the FY23 year. Of these, 18 animals have had human exposure, 1 have had animal exposure (bites or contact with animal saliva including licks), 1 with potential exposure and 2 with no exposure. Majority (68.2%) of the submissions were bats followed by domestic animals (cats and dogs) (13.6%), raccoons (9.1%), groundhog (4.5%), and squirrel (4.5%). So far, no animal was tested positive in the district in FY23.

Influenza testing at the DFS PHL

During the FY22 influenza season, the DFS-PHL received and tested 1,542 respiratory specimens. Of specimens tested, 422 were positive for influenza A and 1 was positive for influenza B. During Q1 of FY23, the DFS-PHL received a total of 467 influenza specimens from participating facilities for influenza surveillance. Of these specimens, 279 were positive for influenza A and 1 was positive for influenza B. 669 of the influenza A positive samples were successfully subtyped as influenza A(H3) and 17 were influenza A(H1)pdm09. There have been 19 influenza samples with SARS-CoV-2 as a coinfection during FY22 and FY23 Q1.

Bioterrorism testing at the DFS PHL

DFS-PHL provides three types of testing for Bioterrorism. The first is analyzing samples submitted by the Federal Bureau of Investigation (FBI). During FY22, DFS-PHL received and processed 24 samples from the FBI. In FY23 Q1, DFS-PHL received and processed 11 samples from the FBI. The second type of bioterrorism testing is analyzing clinical specimens or isolates with potential characteristics that suggest organisms associated with bioterrorism. In FY22, DFS-PHL received and processed five such specimens. During FY23 Q1, we received no clinical bioterrorism specimens. The third type of bioterrorism testing is environmental testing of air quality filters by the BioWatch unit. In FY22 the BioWatch unit received and tested 76,000 filters from around the DC Metro area. During FY23 Q1, we have received and tested approximately 600 filters.

Chemical Terrorism Testing at DFS PHL CTU

No clinical specimens were received/tested for chemical terrorism agents by the Clinical Toxicology Unit (CTU) at the D.C. DFS PHL. However, the CTU maintains a successful emergency preparedness profile by demonstrating competency to perform several core CDC LRN-C (Laboratory Response Network for Chemical Threats) Program analytical methods.

Drugs of Abuse Testing at DFS PHL IVU & CTU

In FY22, The DFS-PHL implemented clinical toxicology screening of urine specimens for the presence of drugs of abuse and their metabolites, including the synthetic opioid fentanyl. 621 specimens were received and tested. The top five positive analytes are: Buprenorphine (54%), Fentanyl (36%), THC (24%), Methadone (22%), and Cocaine (5%). Ninety-nine Methadone and methadone metabolite (EDDP) positive samples were tested for confirmation and quantitation by gas chromatography-mass spectrometry. This information is provided to the medical provider to help guide in patient-focused opioid treatment programs and will be summarized in periodic reports to DC public health agencies. In FY23, no specimens have been received for testing. The provider has put submission of samples to DC PHL for drug program monitoring on hold due to facility staff turnover and to allow for the development of electronic laboratory reporting.

Foodborne outbreak testing at the DFS PHL

During FY22, the DFS-PHL received 214 samples and sequenced 146 foodborne enteric samples that resulted in 6 national clusters involving 13 samples and 3 samples for a single local cluster. The national clusters included *Shigella sonnei* (2 clusters); *Shigella flexneri* (1 cluster); *Salmonella enterica* serotype Agona (1 cluster); *Salmonella enterica* serotype Braenderup (1 cluster); *Salmonella enterica* serotype Enteritidis (1 cluster); the local cluster was *Salmonella enterica* serotype Enteritidis. In FY23 Q1, 38 samples were sequenced with 5 of those samples being identified as being related to 4 national clusters. There are 3 *Shigella sonnei* clusters and 1 *Salmonella enterica* serotype Typhimurium.

STI Testing at the DFS PHL

As part of the CDC's Gonococcal Isolate Surveillance Project (GISP) project, DFS-PHL works with the two District STI Clinics, the DC Health and Wellness Clinic and the Whitman Walker Clinic to monitor trends in antimicrobial resistance in *Neisseria gonorrhoeae*, the bacterium that causes sexually transmitted infections. DFS- PHL cultures and identify *N. gonorrhoeae* samples sent from the clinics. Confirmed isolates are sent to the Regional GISP laboratory (Maryland Public health lab) for further antimicrobial susceptibility testing. In FYI22, DFS-PHL received 105 samples and identified 52 positive cultures for *N. gonorrhoeae*. DFS-PHL is completing verification studies to begin providing antimicrobial testing for *N. gonorrhoeae*.

Antimicrobial Resistance Surveillance at the DFS PHL

As part of the Centers for Disease Control and Prevention's (CDC) nationwide Antimicrobial Resistance Laboratory Network (ARLN) clinical laboratories within the District submit bacterial isolates exhibiting specific antimicrobial resistance to the DFS-PHL for further characterization. DFS PHL monitors Carbapenem Resistant Enterobacteriales (CRE), bacteria which are resistant Carbapenems, the last drug of defense against resistant bacteria. Antibiotic resistance genes in these bacteria are often carried on mobile elements such as plasmids which leads to rapid spread of these bacteria within a healthcare facility.

In FY22, DFS-PHL received and tested 119 isolates from local area hospitals of which 103 Carbapenem-Resistant *Enterobacteriales* (CRE). Carbapenemase genes which confer antibiotic resistance were detected in some of the isolates including: 20 isolates with *K. pneumoniae* carbapenemase (KPC) detected, 33 isolates with New Delhi metallo- β -lactamase (NDM) detected, 7 isolates with OXA-48 gene detected, 3 isolates with both NDM and KPC detected, 9 carbapenem-resistant *Acinetobacter baumannii* and 7 carbapenem-resistant *Pseudomonas aeruginosa*.

Thus far in FY23, DFS-PHL has received and tested 19 isolates from local area hospitals. This includes 13 CREs with 3 KPC detected, 1 NDM detected, 1 carbapenem-resistant *Acinetobacter baumannii* and 1 carbapenem-resistant 5 *Pseudomonas aeruginosa* (2 OXA-48 detected).

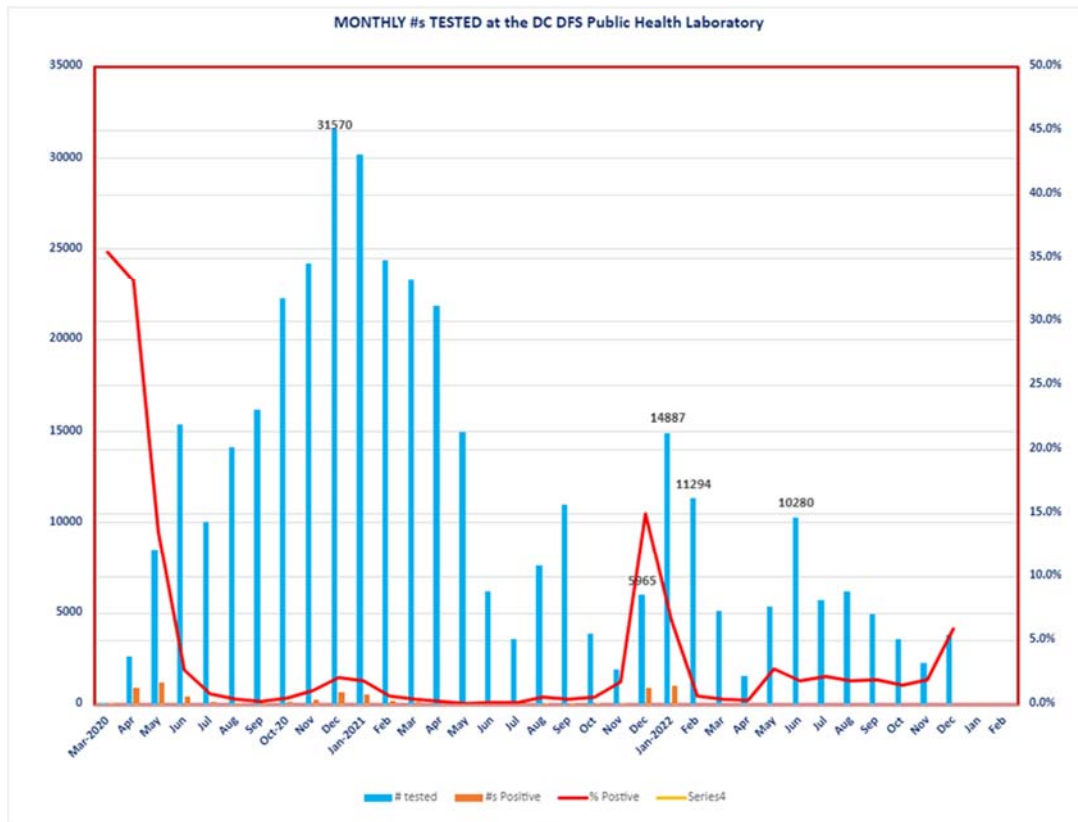
3. Please describe the agency's role in COVID-19 testing and gene sequencing, and how this role has changed or evolved since the beginning of the pandemic. How does the agency track the spread of COVID-19 variants?

The Department of Forensic Science (DFS) – Public Health Laboratory (PHL) was the first laboratory in the District of Columbia (DC) to have a validated test assay to detect SARS-CoV-2 (the virus that causes COVID-19). The PHL brought on the test assay on March 2, 2020, performed the first test on March 5, 2020, and detected the first positive case in DC on March 7, 2020. Since then, the PHL has continued to expand its testing capacity using multiple testing

platforms to ensure that everyone who needed a test, received a test. The PHL has gone from testing 50 specimens a week to almost 8,000 specimens a week.

For the FY22 DFS-PHL tested 76,895 SARS-CoV-2 specimens and reported 2,702 positive cases for the SARS-CoV-2. For the FY 23, the SARS-CoV-2 testing volume is decreasing and so far, DFS-PHL tested 9,597 SARS-CoV-2 specimens with 321 positives. Majority of these specimens were tested from the long-term care facilities (LTCF) in the district. DFS is currently providing routine diagnostic testing for the vulnerable populations in congregate settings to help initiate control measures to prevent outbreaks. The role of the DFS is changed since the beginning of the COVID-19 pandemic in 2020, when PHL began providing drive-thru testing and providing testing for healthcare workers, first responders, and the residents of the District of Columbia.

As of January 15, 2023, DFS-PHL tested 375,759 SARS-CoV-2 specimens with 7,744 positive using Panther Fusion, a fully automated system with high throughput testing and real-time reporting capabilities.



During FY21, DFS-PHL added a supervisor to oversee the sequencing laboratory and sequencing staff increased from one technologist to three contracted technologist. Additionally,

in FY21, the laboratory implemented additional instrumentation such as automation for labor intensive sample processing steps and purchased additional sequencing platforms in FY21 and FY22. All of these improvements increased DFS's sequencing capacity from 14 isolates per week beginning in FY2021 to our current capacity of 800 samples per week, though the lab still maintains a routine sequencing capacity of 300 samples per week based on current average number of sample submissions by District healthcare facilities. The lab also enhanced protocols that increased the sensitivity for sequencing which allowed for more samples to qualify for sequencing. In FY22, a total of 6,836 samples were sequenced with 5,430 samples being submitted to GISAID, an open access database for epidemic and pandemic virus data sharing.

For FY23, the lab sequenced 769 samples with 591 of those samples being submitted to GISAID. During this time, the fail rate was also decreased from a high of 19% of samples failing sequencing to 16%; many of the failures can be attributed to the rise of new variants that reagent panels and analysis methods are not updated to identify. Additionally, as of 1-18-2023, the lab has submitted 35% of all DC GISAID submissions.

Question: Part 2 Number 5

Please describe any updates that the agency made to staffing, management, operations, and quality assurance in the Forensic Sciences Laboratory (“FSL”) in FY 2022 and FY 2023, to date.

FSL Staffing:

- FSL Director position updated to Chief Science Officer
- Deputy Chief Science Officer created (FSL Deputy Director) – new position created)

FBU Staffing:

- Vacancies – 8 vacancies
 - 1 local
 - 7 grant funded
 - 2 intra-District
 - 5 federal grant
 - 2 federal grant funded to be created in FY23
- Hires
 - FY22: QA/QC technician
 - FY23: Future Hires (Technical leader, Manager, 2 SAKI grant Forensic Scientists (positions being created), 7 grant Forensic Scientists)
- Current Staffing:
 - (1) Interim Manager
 - (1) Technical Leader
 - (1) Quality Specialist
 - (1) Lead Scientist
 - (6) Forensic Scientist III
 - (2) Forensic Scientist II (1 local and 1 grant funded)
 - (0) Forensic Scientist I
 - (3) Forensic Scientist (all grant)

FCU Staffing:

- Vacancies – None; fully staffed
- Hires – FY22
 - Interim Lead Chemist (CS-13)
 - Forensic Scientist II transfer from PHL to FSL (CS-12)
 - Forensic Scientist I (CS-11)
 - Forensic Scientist (2 CS-9)
- Current Staffing:
 - (1) Supervisory Chemist
 - (1) Interim Lead Chemist
 - (1) Forensic Scientist II (CS-12)
 - (2) Forensic Scientist I (CS-11)
 - (3) Forensic Scientist (CS-9)
- CDC Foundation Partnership
 - Three (3) CDC Foundation members placed in FCU for OD2A activities
 - Program Implementation Specialist
 - Statistician
 - Laboratory Assistant

Question: Part 2 Number 5

LFU Staffing:

- Vacancies – 5 vacancies including 4 retirements.
- Hires - Positions to be filled in FY23 include Latent Print Unit Manager and Technical Leader
- Current Staffing:
 - (1) Interim Manager
 - (3) Forensic Scientist III (CS-13)

FSL Management:

- New reporting structure –
 - Unit Managers report directly to DCSO
 - DSCO, Technical Leaders and Quality Manager report to CSO

FSL Operations**FBU operations:**

- Accreditation Action Items:
 - Document review (LOMS, DOMS, SOPs)
 - Mock Casework
 - Internal Audit
- FBU outsourcing: Bode Technology, Signature Science, DNA Labs International
 - Draft testing plans for vendor laboratories
 - Coordinating evidence transfers with MPD ECB and DFS CEU
 - Case Management & Report dissemination
 - Meetings with customers to review evidence and testing strategy on complex cases
- Validation Studies: Qiasymphony (completed), Fired Cartridge Casings, Qiagility/Quant Studio/Quant Trio
- SAKI project – collaboration with MPD and USAO
- Laboratory Information Management System (LIMS) transition to paperless operations (Paperless project)
- CODIS operations
- Training – (3 employees)
- Grant project management (intra-District and Federal grants)
- Proficiency Testing maintained

FCU operations:

- Accreditation Action Items:
 - Document review (LOMS, DOMS, SOPs)
 - Mock Casework
 - Internal Audit
- Working with OCP to establish an outsourcing agreement with NMS Labs
- Continuous operation of syringe surveillance program and OD2A initiatives
- Proficiency Testing maintained
- Validation Studies: transition from helium based instruments to nitrogen based instruments due to global helium supply shortage

LFU operations:

- Outsourcing contract with Ron Smith & Associates (RSA), new contract in negotiations
 - AFIS operations conducted by RSA contract employee
- LFU staff currently in six (6) month training program conducted by Evolve Forensics
 - All LFU staff will take IAI certification test upon completion of the training program
- Proficiency Testing maintained

FSL Quality Assurance:

- Decentralized to have Quality Specialist report within each unit



**Department of Forensic Sciences
Science Advisory Board WebEx Meeting Draft Minutes
October 22, 2021**

The Department of Forensic Sciences (DFS) Science Advisory Board (SAB) meeting was called to order by Board Chairperson Dr. Jeanne Jordan at 9:05 a.m. Roll call of SAB members present, in addition to Chairperson Jordan, included: Mr. John P. Jones II, Dr. LaKeisha McClary, Dr. Michael Pentella, Mr. Henry Swofford and Mr. Robert Thompson. A quorum was established to conduct board business.

Motion to Approve July 16, 2021, Meeting Minutes: Board Member McClary

Seconded: Board Member Pentella

Motion to Approve Minutes Passes

Director's Update

Since the July 2021 Science Advisory Board meeting, DFS leadership has focused significant attention to reinforcing administrative operations as well as instituting personnel changes.

After several years of dedicated with DFS and the Metropolitan Police Department, Christopher LoJacono, Crime Scene Sciences Division (CSSD) director has retired. Alesia Wheeler-Moore, Crime Scene Manager, has been appointed to serve as CSSD interim director. Ms. Wheeler-Moore is knowledgeable and well-respected across the law enforcement community, having also served nearly 30 years with the Metropolitan Police Department.

Mr. Arturo Weldon has joined the team as Interim Chief Information Officer to oversee the department's architectural IT platforms, amid the rebuild for accreditation, ensuring optimum performance of DFS IT operating systems. Identified among Mr. Weldon's key initiatives are network security measures to include ransomware safeguards, offsite data security hygiene, JusticeTrax/LIMS upgrades, enhancements and the built-in 2-way portal. There will be support designed to ensure functionality by end-users.

Ms. Quiyana Hall has been named DFS Human Resources and Labor Relations Director. A proven seasoned HR professional, Ms. Hall provided an overview on the department's HR hub, its design, team elements and the path ahead.

Members of the DFS executive team attended the 2021 American Society of Crime Laboratory Directors (ASCLD) symposium in Boston, Massachusetts, August 24 to 25 during which opportunities of networking with leaders of the forensic science profession and convening an audience with ANAB were made possible. An additional opportunity for networking interaction occurred October 12 to 14 when Hillary Hoffman-Peak (General Counsel), HR Director Hall and Forensic Science Laboratory interim director Brandy Cramer attended the 20th Annual Association of Forensic Quality Assurance Managers (AFQAM) training in Pittsburgh, Pennsylvania. Director Crispino did not accompany the DFS team to the Pittsburg training conference, as he was scheduled to appear before Committee on the



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Judiciary and Public Safety chairman Charles Allen during an October 14 public oversight roundtable on DFS operations. There are preliminary plans for members of the executive team to visit the Houston Forensic Science Center in Houston, Texas, in January for first-hand exposure to best practices and experiences of one of the nation's largest, successful, independent, and accredited forensic laboratories.

The Board recommended and DFS leadership agreed to convene the next SAB meeting after the DFS executive team visits the Houston Forensic Science Center.

Director Crispino reported that the projected release of the SNA report is the end of November 2021, and that a root cause determination of each DFS unit by SNA is anticipated. Based on conversations with SNA and larger Firearms Examination Unit (FEU) issues expressed by stakeholders, DFS executive team made what was considered a difficult decision in conducting a reduction in force (RIF) of the FEU staff of 11 employees. There is not a decision regarding what is next for the FEU and expected to remain undetermined until after the release of the SNA report and consultations with the District's chain of command and the SAB. However, potential options may include a reconstitution of the unit, a smaller hybrid unit supplemented by contracting or complete outsourcing. Additional conversations with stakeholders (Office of the Attorney General, Public Defender Service, and others) are expected to collectively assess and advance the reaccreditation project.

The Director briefly identified the leadership team's future goal relating to LIMS and discovery parity facilitated by a two-way built-in discovery portal that would enable equal access to information for all stakeholders involved in the criminal justice system.

Dr. Luke Short, Public Health Laboratory (PHL) interim director, announced that a formal report received from the Division of Select Agents and Toxins (DSAT) contains three minor findings which were quickly resolved. Given PHL's work with the District's Department of Behavioral Health (DBH), there have been discussions to bring a clinical toxicology program to the laboratory. Standard SARS CoV-2 testing is continuing. The laboratory has the capacity for testing 8,000 specimens per week. The PHL will give a presentation covering the laboratory's toxicology work (drug testing, syringe exchange program, toxicology surveillance program) during the District's scheduled Opiate summit. The laboratory's discovery of a new bacteria was reported, and the laboratory was recognized as having ranked among the top ten in sequencing (currently at 250 per week) in the nation per capita.

The Quality update was reported by Mr. Abdel Maliky, Senior Deputy Director. Areas covered included the Public Health Laboratory DSAT audit and the results previously reported by Dr. Short, closeouts of Forensic Science Laboratory QCARS, finalizing the progress report, preparing for scheduled Annual Management Review (AMR) in December and fulfilling document requests made by the D.C. Auditor and SNA. SAB member Jones requested of the senior deputy director that during the AMR the Quality team look at standards listed on the OSAC registry of recommendations for implementation thereby making the assessment of the recommended standards a part of the Annual



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Management Review each year. Board member Jones also sought clarification about when the SAB enters the QCAR process and whether this involvement occurs before or after decisions are made by DFS. Senior Deputy Director Maliky stated that DFS is capable of reopening QCARS to incorporate the Board's recommendations after the body's QCAR review. The senior deputy director further added that there are plans to post QCARS accessible by hyperlink sent to the SAB enabling real-time access.

SAB member Swofford proposed that SAB notification of an investigation be made at the time an incident occurs, meets the criteria, and necessitates a QCAR so that the SAB may also begin thinking through the Quality issue.

Interim Director Crispino described his position concerning the integration of names into QCAR reporting and his willingness for SAB and stakeholder input and compromise on the issue as SAB members weighed in on both sides, agreeing to the use of analysts' names in postings, based on stated conditions and circumstances, and opposing the procedure, recommending use of a unique identifier instead of names. The Interim Director also reported that based on past discussions with SNA and an FBI counterpart, the DFS Executive team is of the opinion that to move the Latent Fingerprint Unit (LFU) forward in the right direction, determining the baseline technical capability of current LFU analysts is needed. Given the enduring rollout of new technologies, the DFS executive team wants to ensure that analysts have all the training support needed so they are meeting proficiency standards. As Ron Smith and Associates are currently under contract and reportedly has the capability and resources, to administer a technical audit, not to be mistaken as proficiency testing, to obtain a better understanding of the analyst's performance. While Board Member Swofford expressed support of the performance assessment of LFU analysts, he recommends that the laboratory "first establishes what is the minimum standard for competency by which the laboratory and stakeholders are comfortable allowing analysts operate in the criminal justice system." In accord with the Board Member's recommendation, Board Member Thompson suggested that the recommendation also apply to other disciplines with the inclusion of developing minimum qualifications as well. Board member Jones suggested that DFS leadership not use Ron Smith and Associates for the assessment phase and the restoration phase of the LFU project. DFS leadership reassured the Board Member of having engaged multiple conversations to avoid appearances of impropriety regarding services of Ron Smith and Associates.

Interim Director agreed to forward to SAB Chairperson the link to the Mayor's Office of Talent and Appointments for enlisting potential candidates to serve on SAB.

Senior Deputy Director and Board Members Swofford and Thompson spoke briefly about the importance of the competency of and compliance by contractors.

SAB will convene next meeting Friday, January 28, 2022. Meeting adjourned at 11:11 a.m.

An audio recording of the meeting is available upon request.



DISTRICT OF COLUMBIA
DFS
DEPARTMENT OF
FORENSIC SCIENCES

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Science Advisory Board Meeting

9:00 a.m., Friday, October 22, 2021

Consolidated Forensic Laboratory
Wiggins Room -1224

Agenda

- Roll Call – Review of Minutes from Last Meeting/Approval of Minutes
- Director's Update
- SNA Audit – Timeline for Report and Recommendations
- Staff Update – New CIO, HR Director, Acting Crime Scene Sciences Director
- PHL Update – Recent Inspection and New Urine Analysis Capabilities
- DFS Quality Update
- QCAR Name Policy Discussion
- LFU Technical Audit Discussion
- Old Business/New Business/Future Meetings
- Closing and Adjournment

"This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov (mailto: opengovoffice@dc.gov)."

First Name	Last Name	BOARD OR COMMISSION - B or C	Seat Designation (specific role)
Jeanne	Jordan	Science Advisory Board	Scientist Member with expertise in statistics
Mike	Pentella	Science Advisory Board	Scientist Member
LaKeisha	McClary	Science Advisory Board	Scientist Member
Henry	Swofford	Science Advisory Board	Forensic Scientist member
Richard	Tontarski	Science Advisory Board	Forensic Scientist member
Eugene	Lien	Science Advisory Board	Scientist with expertise in Quality Assurance Member
Tracey	Dawson Green	Science Advisory Board	Forensic Scientist member
Anthony	Crispino	Science Advisory Board	Department of Forensic Sciences (DFS) Designee
		Science Advisory Board	Scientist with expertise in Quality Assurance Member
		Science Advisory Board	Scientist Member

Appointment Status	Appointee Designation	Term end	Personal Email
Active / filled seat	Mayoral Appointee, Public Member	4/18/2025	jajordan@gwu.edu
Active / filled seat	Mayoral Appointee, Public Member	4/18/2023	michael-pentella@uiowa.edu
Active / filled seat	Mayoral Appointee, Public Member	4/18/2025	mcclary@email.gwu.edu
Active / filled seat	Mayoral Appointee, Public Member	4/18/2023	hswofford@hotmail.com
Active / filled seat	Mayoral Appointee, Public Member	11/26/2023	ourstufftoo@comcast.net
Active / filled seat	Mayoral Appointee, Public Member	4/18/2025	Eugene.Lien@earthlink.net
Active / filled seat	Mayoral Appointee, Public Member	11/26/2024	tcdawson@vcu.edu
Active / filled seat	Mayoral Appointee, DC Agency Representative		
Vacant / unoccupied seat	Mayoral Appointee, Public Member		
Vacant / unoccupied seat	Mayoral Appointee, Public Member		

Cell Phone	Commission Email Address	Ward of Residence
(202) 340-4302	jeanne.jordan@dcbc.dc.gov	Ward 2
(319) 621-9298	mike.pentella@dcbc.dc.gov	Iowa Resident
(202) 994-5537		Ward 7
(404) 277-8724		Virginia Resident
(240) 344-9274		Virginia Resident
(917) 406-8934		Other
(804) 731-5453		Virginia Resident



Science Advisory Board Meeting
(with WebEx access)
Consolidated Forensic Laboratory – Room 1224
9:00 am Thursday, March 3, 2022
Agenda

- Roll Call – Review of Minutes from Previous Meeting, Approval of Minutes

- Executive Team Update Anthony Crispino, Interim Director
 - DFS Personnel & Organizational Structure
 - Strategic Plan
 - Legal
 - Houston Forensic Science Center
 - SAB Vacancies/Recruitment

- Quality Update Stephen Milligan, Interim Quality Manager
 - QCAR Overview
 - QPAR Overview

- Forensic Science Laboratory Update Brandy Cramer/Kristy Hopkinson
 - FIU Stakeholder Requests
 - Forensic Biology Unit
 - DFS Fired Cartridge Casing Validation Plan
 - CODIS Update
 - Latent Fingerprint Unit
 - AFIS Update
 - External case review

- Public Health Laboratory Update Dr. Luke Short/Dr. Jocelyn Hauser
 - COVID-19 Response
 - Forensic Chemistry
 - Syringe Program
 - Clinical Toxicology
 - BioWatch Audit
 - Preliminary Overview

- Old Business/New Business/Future Meetings

- Closing and Adjournment

“This meeting is governed by the Open Meetings Act. Please address any questions or complaints arising under this meeting to the Office of Open Government at opengovoffice@dc.gov (mail to: opengovoffice@dc.gov).”



DFS Science Advisory Board – January 2023

<p>Dr. Jeanne A. Jordan Board Chairwoman Scientist Member w/expertise in Molecular Infectious Disease Diagnostics Term Ends - 4/18/2025 Professor and Lab Director - DC CFAR NGS Core and GWU CTU 800 22nd St., NW, 7980 Science and Engineering Hall Washington, DC 20052 jajordan@gwu.edu Jeanne.jordan@dcbc.dc.gov 202-340-4302 Office: 202-994-7062</p>	<p>Dr. LaKeisha M. McClary, Ph.D. Scientist Member Term Ends – 4/18/2025 Assistant Professor of Chemistry Chemistry ULA Program Coordinator Posse Cohort 2 Mentor Chemistry Class 2021 Department Adviser George Washington University Department of Chemistry, Suite 4000 800 22nd Street NW, Washington, D.C. 20052 mccclary@gwu.edu Office: 202-994-5537</p>
<p>Dr. Tracey Dawson Green Department Chair & Professor of Forensic Science Scientist Member w/expertise in Forensic Molecular Biology Term Ends – 11/26/24 Virginia Commonwealth University College of Humanities and Sciences Forensic Science 1015 Floyd Avenue, Harris Hall, 2nd Floor - Room 2013 Box 843079 Richmond, Virginia 23284 tcdawson@vcu.edu 804-731-5453 Office: 804-828-0642</p>	<p>Dr. Michael A. Pentella., PhD Scientist Member w/expertise in Microbiology Term Ends - 04/18/2023 Clinical Professor at University of Iowa Home Address 2232 E. Grandview Drive Coralville, Iowa 52241 Michael-pentella@uiowa.edu michael.pentella@dcbc.dc.gov (319) 335-4259</p>
<p>Mr. Eugene Lien Forensic Scientist Member w/ Quality expertise Term Ends – 4/18/25 Assistant Director at NYC Office of Chief Medical Examiner, Department of Forensic Biology Home Address 50-57 195th Street Fresh Meadows, NY 11365 Eugene.Lien@earthlink.net 917-406-8934 Office: 212-323-1265</p>	<p>Mr. Henry J. Swofford Forensic Scientist Member w/Latent Fingerprint expertise Term Ends - 04/18/2023 Principal Forensic Analyst HJS Consulting, LLC 4312 14th Street, N.W. Washington, D.C. 20011 hswofford@hotmail.com henry.swofford@dcbc.dc.gov (404) 277-8724</p>



DISTRICT OF COLUMBIA
DFS
DEPARTMENT OF
FORENSIC SCIENCES

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Mr. Richard Tontarski

Scientist Member

Term Ends – 11/26/23

Principal – IntelliForensics, LLC

rtontarski@me.com

240-344-9274

Office: 240-344-9274



Department of Forensic Sciences Stakeholder Council – January 2023

1. Lindsey Appiah
Acting Deputy Mayor for Public Safety and Justice
John A. Wilson Building, Suite 533
1350 Pennsylvania Avenue N.W.
Washington, D.C. 20024
202-294-352
lindsey.appiah@dc.gov

Tamika Cain, Senior Administrator
202-497-3459
tamika.cain@dc.gov
2. Robert Contee, Chief of Police
Metropolitan Police Department
300 Indiana Avenue, N.W., Room 5059
Washington, D.C. 20001
202-727-4218
robert.contee@dc.gov

Starlena Harris-Lewis, Executive Assistant
202-727-1079
starlena.harris-lewis@dc.gov
3. Dr. Francisco J. Diaz, Chief Medical Examiner
Office of the Chief Medical Examiner
401 E Street, S.W., Sixth Floor
Washington, D.C. 20024
202-698-9001
francisco.diaz@dc.gov

SaVern M. Fripp, Administrative Services Coordinator
202-698-9009
savern.fripp@dc.gov
4. Brian A. Schwalb, Attorney General
Attorney General for the District of Columbia
Office of the Attorney General
400 6th Street N.W.
Washington, D.C. 20001 – continued



Department of Forensic Sciences Stakeholder Council – January 2023

Brian L. Schwalb, Attorney General for the District of Columbia – continued

brian.schwalb@dc.gov

Tiffany Osborne, Senior Executive Assistant

tiffany.osborne1@dc.gov

5. Matthew M. Graves, United States Attorney for the District of Columbia
The United States Attorney's Office for the District of Columbia
Judiciary Center Building
555 Fourth Street N.W.
Washington, DC 20530
202-252-7566
matthew.graves@usdoj.gov

Monica Veney, Executive Assistant

202-252-6638/O; 202-815-9028/C

monica.veney2@usdoj.gov

6. Heather Pinckney, Director
The Public Defender Service for the District of Columbia
633 Indiana Avenue N.W.
Washington, DC 20004
202-628-1200
hpinkney@pdsdc.org

Katya Semyonova

Special Counsel to the Director for Policy

202-628-1200

ksemyonova@pdsdc.org

7. A. J. Kramer, Federal Public Defender
The Office of the Federal Public Defender for the District of Columbia
625 Indiana Avenue, N.W.
Washington D.C. 20004
202-208-7500
a.j.kramer@fd.org



Department of Forensic Sciences Stakeholder Council – January 2023

8. Dr. Sharon Lewis, DHA, RN-BC, CPM
Interim Director
D.C. Health
899 North Capitol Street N.E., 5th Floor
Washington, D.C. 20002
202-442-5955
sharon.lewis@dc.gov

Jacqueline McKie, Executive Assistant
202-442-9398
jacqueline.McKie@dc.gov
9. John Donnelly, Chief
D.C. Fire and Emergency Medical Service Department
2000 14th Street, N.W., Suite 500
Washington D.C. 20009
202-673-3127
john.donnelly@dc.gov

Deborah Scott, Executive Assistant
202-673-3127
deborah.scott@dc.gov
10. Anthony Crispino, Interim Director
Department of Forensic Sciences
401 E Street, S.W., Fourth Floor
Washington, D.C. 20024
202-727-7370
anthony.crispino2@dc.gov
11. The Honorable Brooke Pinto, Chairwoman
Committee on the Judiciary and Public Safety
Council of the District of Columbia
John A. Wilson Building, Suite 110
1350 Pennsylvania Avenue, N.W.
Washington, D.C. 20004 - continued

The Honorable Brooke Pinto Chairwoman - continued



Department of Forensic Sciences Stakeholder Council – January 2023

202-724-8072

bpinto@dccouncil.gov

Staff Personnel

Michael Porcello, Committee Director, mporcello@dccouncil.gov

Aukima Benjamin, Committee Clerk, abejamin@dccouncil.gov

Genevieve Hulick, Chief of staff, ghulick@dccouncil.gov

Victoria Casarrubas, Scheduler, vcasarrubas@dc.gov

202-679-5905

12. The Honorable Phil Mendelson

Chairman

Council of the District of Columbia

John A. Wilson Building, Suite 504

1350 Pennsylvania Avenue, N.W.

Washington, D.C. 20004

202-724-8032

pmendelson@dccouncil.gov

Alicia Henry

Director of Scheduling/Special Assistant

202-724-8038

ahenry@dccouncil.gov

DC DFS PROJECT STRATEGIC PLAN (as of 1.2.2023)		
PHASE 1 PRIORITY RECOMMENDATIONS	Start Date	Estimated Completion
DC Government Leadership Action #1: Increase diversity in interviewing and hiring panels for the selection of forensic leadership personnel for Executive and managerial positions to include Chief Forensic Science Officer, Unit Technical Leaders and other key positions.	Ongoing	N/A
through the re-accreditation process. The consultant should be experienced in forensic laboratory operations and quality management systems to provide an external perspective on progress and the performance of forensic operations. Hire outside consultant to reorganize current DFS Quality Unit to a new Quality Support Unit that: Is led by a Chief Quality Assurance Officer who has experience supporting quality operations across multiple forensic disciplines. Engages directly with all Forensic Units. Has staff experienced in forensic laboratory quality assurance and accreditation.	1/24/2022	60%
DC Government Leadership Action #3: Reorient Stakeholder Council meetings to address the overall performance of operations, DFS customer support and responsiveness, and brand perception. Develop an agenda that enables each stakeholder to express their perspective on DFS performance and identify areas for improvement. Develop a periodic survey to characterize and measure stakeholder views.	1/10/2022	100%
Executive Leadership Action #1: Begin working with stakeholders, including the USAO, OAG, and the respective Public Defender Offices, to re-examine the casework from the reports issued by the FEU and the LFU since DFS began conducting examinations. In addition, because DEU technical procedures are not based on validated methods or current best practices and there are no records to document staff completing required training and competency testing, the DFS should secure the services of qualified external independent examiners to review DEU casework.	N/A	Per Mayor's Order 2021-146, this is under the purview of PSJ
Executive Leadership Action #2: Complete Q-CARs required to apply for ANAB accreditation for the FCU and FBU. Both units have internal resources and processes for executing quality operations. By assuming responsibility for their own quality systems, FBU and FCU can achieve accreditation independent of other DFS units, including the current Quality Unit. In addition, the corrective actions and recommendations for these units are relatively minor in totality in that they can be completed within a matter of weeks.	12/1/2021	100%
Executive Leadership Action #4: Identify change management action teams to develop detailed change management action plans (CMAP) to complete the remaining Q-CARs and recommendations identified in this report.	9/1/2021	80%
Executive Leadership Action #5: Secure the services of experts in ISO/IEC 17025 accreditation requirements to conduct an independent assessment for LFU and DEU. When the independent assessment shows forensic operations are ready for accreditation, apply for ISO/IEC 17025 forensic accreditation in LFU and DEU.	N/A	Per Mayor's Order 2021-146, this is under the purview of PSJ
Recommendation 28: Update the position description and Implement a standard Forensic Scientist Technical Leader position in each Forensic Unit that grants operational authority	Ongoing	40%
Recommendation 34: Evaluation of DEU Cases	N/A	Per Mayor's Order 2021-146, this is under the
Recommendation 36: Ensuring the Validity of FEU Case Reports	N/A	Per Mayor's Order 2021-146, this is under the

Recommendation 47: Ensuring the Validity of LFU Case Reports	N/A	Per Mayor's Order 2021-146, this is under the
Table P-1: Chain of Custody Nonconformance – Handling of Test Items	1/10/2022	100%
Table T-1: FCU Nonconformance - Competency Testing	11/25/2021	100%
Table T-2: FCU Nonconformance - Selection and Verification of Methods	11/25/2021	100%
Table T-3: FCU Nonconformance - Control of Management System Documents	11/25/2021	100%
Table S-1: FBU Nonconformance - Personnel	12/20/2021	100%
Table S-2: FBU Nonconformance - Handling of Test or Calibration Items	1/11/2022	100%
Table S-3: FBU Nonconformance - Validation of Methods Table	12/26/2021	100%
APPLY FOR ANAB ACCREDITATION FCU AND FBU		
Recommendation 26: Brady/Giglio Requests; Satisfying Brady/Giglio Discovery Requests	Ongoing	100%
Recommendation 18: Courtroom Testimony Presentation and Training	5/16/2022	100%
Recommendation 45: Suspend NGS Initiative and validate Y-STR Analysis	12/15/2021	100%
Recommendation 46: DNA Evidence Collection	12/27/2021	100%
Table K-2: Training Unit Nonconformance – Code of Ethics	10/8/2021	100%
Recommendation 1: Update DFS Establishment Act of 2011 & Redefine DFS Director Qualifications & Redefine the Deputy Director and Senior Deputy Director Positions to create a Chief Forensic Science Officer Position	1/17/2022	75%
Recommendation 31: Additional Legal Support	1/17/2022	100%
Recommendation 3: SAB Members and Stakeholder Council Staffing	7/1/2022	33%
Recommendation 7: Standardize and Share Management Meeting Agendas	3/1/2022	100%
Recommendation 8: Management Training for Conflict Resolution	4/1/2022	100%
Recommendation 11: Restructure the DFS Organization	8/1/2021	60%
Recommendation 25: Document Retention	1/17/2022	100%

PHASE 2 RECOMMENDATIONS	ACTUAL START	PERCENT COMPLETE
Recommendation 20: Forensic Casework Examiner Certifications	8/12/2022	20%
Recommendation 24: Identification of Nonconformances and Root Cause Analyses	11/14/2022	0%
Recommendation 33: Crime Scene Services Division	N/A	N/A
Recommendation 39: Conduct Blind Verifications	N/A	N/A
Recommendation 40: Conduct a Mixture Interpretation Validation of the GlobalFiler™ Interpretation Guidelines According to Current Best Practice.	N/A	N/A
Recommendation 42: Revise Training Manual to Specify Cases Used for Training	9/1/2022	10%
Recommendation 43: Update the HR Job descriptions for FBU Staff	5/3/2022	50%
Recommendation 44: Documenting Technical and Administrative Reviews	3/1/2022	100%
Table I-1: Executive Leadership Nonconformance - Policies and Objectives	9/1/2022	25%
Table I-2: Executive Leadership Nonconformance - Risks and Opportunities	2/1/2022	30%
Table I-3: Executive Leadership Nonconformance - Internal Audits	11/14/2022	10%
Table I-4: Executive Leadership Nonconformance - Management Reviews	12/1/2022	10%
Table K-1: Training Unit Nonconformance – Personnel Competence	7/31/2021	100%
Table M-1: Quality Unit Nonconformance – Quality Management System	9/1/2022	10%
Table M-2: Quality Unit Nonconformance – Corrective Actions	12/1/2022	15%
Table O-1: Security Nonconformance – Control of Facilities and Access	11/1/2021	100%
Recommendation 2: SAB and Complaints	5/3/2022	85%
Recommendation 13: Review and, as needed, Update Job Descriptions	8/1/2022	40%
Recommendation 16: Enhance Technical Writing Skills of Training Unit Staff	5/3/2022	100%
Recommendation 17: Enhance Instructor and Curricula Development		0%

Recommendation 23: Continue Improving Data Management	3/1/2022	25%
Recommendation 29: Consolidate the Multiple Quality Manuals into a Single Quality Management System Manual	9/1/2022	25%
Recommendation 35: Establish A Digital Evidence Triage Workflow Model for Investigative Leads	N/A	N/A
Recommendation 38: Purchase a Stereomicroscope	N/A	N/A
Table Q-1: DEU Nonconformance - Validity of Results	N/A	Per Mayor's Order 2021-146, this is under the
Table Q-2: DEU Nonconformance - Competency	N/A	N/A
Table Q-3: DEU Nonconformance - Training	N/A	N/A
Table Q-4: DEU Nonconformance - Equipment	N/A	N/A
Table Q-5: DEU Nonconformance - Methods	N/A	N/A
Table Q-7: DEU Nonconformance - Identification of Evidence	N/A	N/A
Table Q-8: DEU Nonconformance - Review of Technical Records	N/A	N/A
Table Q-9: DEU Nonconformance - Monitoring Performance	N/A	N/A
Table Q-10: DEU Nonconformance - Reporting Results	N/A	N/A
Table R-1: FEU Nonconformance - Training and Competency	N/A	N/A
Table R-2: FEU Nonconformance - Handling of Test Items	N/A	N/A
Table R-3: FEU Nonconformance - Abbreviations	N/A	N/A
Table R-4: FEU Nonconformance - Technical Records	N/A	0%
Table U-1: LFU Nonconformance - Competency Testing	3/25/2022	40%
Table U-2: LFU Nonconformance - Selection and Verification of Methods		0%
Table U-3: LFU Nonconformance - Technical Records		0%
Recommendation 12: Codify the DFS Mission Focus, Vision, Cultural Values, Beliefs, and Quality Governance	N/A	0%

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Forensic Sciences



Fiscal Year 2022 Performance Oversight Hearing

Testimony of
Anthony Crispino
Interim Director

Before the
Committee on the Judiciary and Public Safety
The Honorable Brooke Pinto, Chairperson
Council of the District of Columbia

John A. Wilson Building
1350 Pennsylvania Avenue, NW
Washington, DC 20004
February 1, 2023
9:30AM



Good morning, Chairperson Pinto, Council members, and staff of the Committee on the Judiciary & Public Safety. I am Anthony Crispino, the Interim Director of the Department of Forensic Sciences (DFS). Thank you for inviting me to testify on behalf of the Honorable Mayor Muriel Bowser to discuss the activities and accomplishments of the Department of Forensic Sciences in Fiscal Year (FY) 2022.

I am pleased to report on the progress that DFS has made over the past year utilizing the resources provided by Mayor Bowser in her efforts to provide safer streets for DC residents and visitors. I value this opportunity to recognize the DFS efforts to engage our customers, improve our operations, maintain our quality, built toward the future, and help create a safer, stronger DC.

The progress that has occurred has only been possible due to the Mayor's commitment to provide resources the Department, complemented by the support of the Council. In addition to our state-of-the-art facility, DFS staff continue to work tirelessly to meet the needs of District residents and restore trust with our stakeholders. Our laboratories and offices are filled with capable and dedicated scientists and staff who strive daily to deliver high-quality and reliable crime scene, forensic science, and public health services & supports to critical stakeholders. I would be remiss if I didn't pause to acknowledge the incredible and consistent efforts of the staff who have led their teams forward through the necessary improvements to achieve many of our substantial accomplishments and help make all of our friends and neighbors in the District safer.

Now I will provide a brief overview of the accomplishments for each of our departments within the DFS.

Under the purview of our Chief of Staff, our Communications and Forensic Intelligence teams performed several key functions, including outreach services that provide insight and engagement opportunities for the public to learn more about the fields of forensic sciences and public health, as well as monitor, gather, and provide critical intelligence data, tracking trends in criminal activity and communicating the data to our criminal justice stakeholders to help combat crime in the District. In FY22, the Forensic Intelligence Unit (FIU), processed over 3200 forensic requests for testing from stakeholders. In conjunction with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Metropolitan Police Department (MPD), analysts successfully generated an intelligence report for firearms cartridge casings collected in the 7th District to provide potential leads to assist in the closure of criminal cases associated with a firearm.

In FY22, the Legal Team received and handled 398 discovery requests. They also received and responded to 15 Freedom of Information Act (FOIA) requests, 92 percent of which were answered within the 15-day turnaround time, with the remaining 8 percent approved for extension and answered within extension deadlines. The Legal Team also oversaw the creation and approval of 12 MOA/MOUs between the Department and other agencies.

Under the management of our HR Director, the agency was able to achieve a 15 percent decrease in the agency's vacancy rate in FY22, which has allowed the Department to provide more efficient and timelier turnaround of critical forensic and public health services. Specifically, the vacancy rate reduction has allowed the Public Health Laboratory (PHL) to expand capabilities in responding to COVID-19, Monkeypox, and other viral outbreaks; the Crime Scene Sciences (CSS) division increased resources for responding to and collecting evidence from crime scenes; and, the Forensic

Science Laboratory (FSL) necessary support in efforts towards pursuit of re-accreditation to bring forensic testing and analysis services back online to help in the resolution of criminal cases impacting DC residents and visitors.

Additionally, our HR Team conducted several educational outreach programs to help create the next generation of public service scientists via various internal and external internship programs, including the District Leadership program that promotes employment opportunities that build pathways to the middle class. Our internships provide students with practical experience and the type of exposure needed to strongly consider careers in forensic science. From mentorship and shadowing opportunities to conducting research and data collection; our internship projects run the gamut and are based on students' grade level, background, experience, and interests. DFS proudly partners with Howard University to provide support & training for students during their microbiology rotation (some of whom have been hired by the DFS post-graduation). DFS recently received an award from the Department of Disability Services for hosting an internship for aspiring young professionals in the Crime Scene Sciences and Information Technology units. This program also resulted in the recruitment of one of the program participants.

In FY22, our Information Technology (IT) Team was instrumental in ensuring the continuity services, system improvements and optimization for the professional and scientific functions within DFS. Under the direction of our new Chief Information Officer, our IT Team worked diligently on customizations and upgrades to various agency systems, such as the Laboratory Information Management System (LIMS), which is the central repository for tracking of criminal casework and evidence received and processed by the agency. Through hiring and working closely with our vendor SNA International, the IT Team has been steadfast in reaching established goals for the LIMS project.

Under the management of the Chief Operating Officer, the team performs several critical functions, including budget management, contracts and procurement, and ensuring the health and safety of all staff. In FY22, our team processed 229 procurement requisitions and 356 purchase card (PCard) transactions while ensuring we met the District's DSLBD compliance requirements. In collaboration with the Department of General Services, the operations team coordinates all facilities maintenance tasks and projects. Our health and safety team provided oversight, guidance, and training to ensure the agency remains compliant with Occupational Safety and Health Administration (OSHA), and all building related regulations.

The Quality Team, in collaboration with the various scientific divisions and the Operations' Health and Safety Team, successfully supported the agency through several internal and external audits. In FY22, the Quality Team coordinated the completion of 119 proficiency tests for scientists, and 52 Quality Correction Action Requests (QCARs). In collaboration with the Chief of Staff, the Department has hired and is currently working with the consulting firm Forensic, Analysis, Consulting, and Training (FACT) to conduct a thorough review and revamp of the agency's quality management system policies, procedures, and processes which include guidance on conducting risk assessment, performing internal and external audits, and enhancing quality control procedures in line with regulatory guidelines. The FACT team is working directly with laboratory personnel to ensure efficiency in departmental manuals and standard operating procedures in compliance with audit recommendations and accrediting body standards.

Under the leadership of the Interim Deputy Chief Science Officer, the Forensic Science Laboratory (FSL), which currently includes the Forensic Biology Unit (FBU) Forensic Chemistry Unit (FCU) and Latent Fingerprint Unit (LFU), the FBU successfully outsourced 271 Sexual Assault Kits and over 600 requests for testing, completing 84 percent of priority cases in less than 60 days. The LFU outsourced approximately 500 latent analysis requests. The FCU unit shifted its emphasis from surveillance of powders/pills to increase surveillance of syringes. This greatly improved partnerships with the syringe-exchange community and opened doors for continued education and information exchange with needle-exchange providers on analytical data, opioid abuse practices, and negative impacts on the user.

Under the leadership of the Crime Scene Sciences Director, the Crime Scene Sciences (CSS) Division, which includes the Crime Scene Sciences Unit (CSSU) and Central Evidence Unit (CEU), CSSU personnel handled 1,582 crime scene service requests to include processing of 603 vehicles, and attendance at 497 autopsies, while CEU received 55,898 pieces of evidence for intake, storage, and maintenance of evidence and property.

Under the leadership of the Public Health Laboratory (PHL) Director, the PHL conducts testing of public health significance, and extends locally important testing provided at the federal level by the Centers for Disease Control and Prevention (CDC). The PHL provides clinical diagnostic testing, disease surveillance, emergency response support, applied research, laboratory training, and other essential services through its five units: Accessioning Unit (ASU), Microbiology Unit (MBU), Clinical Chemistry Unit (CTU), Immunology Virology Unit (IVU), and Molecular Diagnostic Unit (MDU). In FY22, the PHL conducted a total of 79,937 tests for public health samples received, including influenza subtyping, rabies testing, arbovirus screening, testing for foodborne outbreaks, COVID-19, and Monkeypox. The PHL successfully demonstrated compliance with the Centers for Medicare & Medicaid Services' Clinical Laboratory Improvement Amendments (CLIA) regulatory guidelines, as well as CDC's Division of Select Agents and Toxins (DSAT).

I could not be prouder of the work DFS has done under my leadership. I am confident the DFS will deliver even greater returns for the people of DC. I would like to acknowledge Mayor Bowser, City Administrator Donahue and their staff for the continuous and generous support of DFS as we strive to achieve the Mayor's vision of a safer, stronger DC. I would also like to recognize Deputy Mayor Appiah, her staff, and our public safety partners who support DFS. I am thankful for the DFS team who work within the offices and laboratories of DFS, whose stronger science has led to safer streets for all our friends and neighbors in the District of Columbia. In closing, I would like to thank you for your leadership and support. We appreciate the opportunity to share our achievements. This concludes my testimony. I welcome your questions.