

District of Columbia Salary Schedule: Comp Unit 13 (Union)



Fiscal Year: 2017 **Service Code Definition:** Registered Nurses
Effective Date: October 2, 2016 **Affected CBU/Service Code(s):** CAA A28
Union/Nonunion: Union **Occupational Series:** 0610
Pay Plan Schedule: DS/CS
Peoplesoft Schedule: DS0075
% Increase: 3.0%
Resolution Number:
Date of Resolution:

	Step 1 Entry	Step 2 1yr	Step 3 1yr	Step 4 1yr	Step 5 1yr	Step 6 2yrs	Step 7 2yrs	Step 8 2yrs	Step 9 2yrs	Step 10 2yrs	Classification
CS Grade 5	58,485	59,728	60,972	62,217	64,706	67,194	69,682	72,172	74,661	77,149	NURSE GRADUATE
CS Grade 7	68,806	70,268	71,731	73,196	76,124	79,051	81,980	84,907	87,834	90,764	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	74,309	75,890	77,471	79,051	82,214	85,377	88,538	91,701	94,863	98,024	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse)
CS Grade 10	77,280	78,927	80,570	82,214	85,503	88,792	92,079	95,369	98,658	101,945	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	80,760	82,476	84,195	85,914	89,351	92,784	96,223	99,660	103,095	106,534	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12	84,797	86,601	88,405	90,208	93,819	97,427	101,035	104,642	108,251	111,860	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General for the District of Columbia



RECEIVED
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2015 MAY 22 PM 8:01

MEMORANDUM

TO: Dean Aquí
Interim Director
Office of Labor Relations and Collective Bargaining

FROM: Frank Mc Dougald *FMD*
Assistant Attorney General

DATE: May 22, 2015

SUBJECT: Legal Sufficiency Review of the Compensation Collective Bargaining Agreement between the Government of the District of Columbia and the District of Columbia Nurses Association (Compensation Unit 13)

You have requested a legal sufficiency review of the **Compensation Collective Bargaining Agreement between the Government of the District of Columbia and the District of Columbia Nurses Association (CBA)**. The CBA represents the agreement reached by the parties regarding compensation. The CBA is effective through September 30, 2017.

The CBA has been reviewed and found to be legally sufficient. Therefore, it is recommended that the CBA should be approved by the Mayor. If there are any questions regarding this matter, please contact me at 202-724-7309.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
DISTRICT OF COLUMBIA NURSES ASSOCIATION
AND
THE GOVERNMENT OF THE DISTRICT OF COLUMBIA
EFFECTIVE UNTIL SEPTEMBER 30, 2009

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PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia, hereinafter referred to as the Employer or Management or District, and the District of Columbia Nurses Association, hereinafter referred to as the Union, the Association, or DCNA, and covers employees in Compensation Unit 13 who are represented by DCNA. The Employer and Union are jointly referred to herein as "the Parties".

SECTION B:

This preamble is intended to provide the background and purpose of the collective bargaining agreement (Agreement herein). Alleged violations of the Preamble per se will not be cited as contract violations.

The Employer and the Union recognize the need to provide professional, efficient nursing services to the public and to maintain and increase the quality of the nursing services. The Parties mutually agree to continue working toward this goal. The Parties have been afforded the opportunity to put forth all their proposals and to bargain in good faith. The Parties agree that this Agreement expresses the result of their negotiations and affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the Parties.

SECTION C:

The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.

Now therefore, in consideration of the mutual covenants and promises contained herein, the Employer and the Union do hereby agree as follows:

RECOGNITION

SECTION A:

The District of Columbia Nurses Association has been certified as the exclusive collective bargaining representative for the following appropriate unit (the Unit) herein:

“All registered nurses employed by the District of Columbia Department of Human Services, including registered nurses transferred from St. Elizabeth’s Hospital, U.S. Department of Health and Human Services, pursuant to P.L. 98-621, excluding nurses working at the Rehabilitation Center for Alcoholics, management executives, confidential employees, supervisors, employees engaged in personnel work in other than a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.”

SECTION B:

Should the Public Employee Relations Board certify or modify any collective bargaining unit as under the exclusive collective bargaining representation of DCNA, the District of Columbia will recognize the DCNA as such. Application of the terms of this Agreement to any newly certified or modified unit shall be in accordance with the compensation provisions of this Agreement and applicable law.

SAVINGS

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction or any other competent authority, such decision shall not invalidate the entire Agreement it being the intent of the parties that all valid provisions shall remain in full force and effect.

Upon such an occurrence both parties will, if appropriate, immediately meet and enter into negotiations of the specific portion of the Agreement declared illegal by law to arrive at a substitute clause for the invalidated section.

DURATION

This Agreement shall be in full force and effect from the date this Agreement is signed by the Mayor, or as provided otherwise in the Compensation Agreement that has been negotiated at the same time as this Agreement, and shall remain in effect to and including September 30, 2009. This Agreement shall be implemented in accordance with the requirements of the District of Columbia Comprehensive Merit Personnel Act of 1978, as amended, D.C. Official Code Sections 1-617.15 and 1-617.17 (2001 ed.). The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice at least ninety (90) days and not more than 180 days prior to the stated termination date of its desire to renegotiate this Agreement. Upon a mutually agreeable date, after notice of the renegotiation is given and all legal procedures have been followed, the parties will exchange proposed changes in the contract simultaneously.

FINALITY OF AGREEMENT

The Parties acknowledge that this Agreement represents the complete agreement of the Parties 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. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties.

PART I: NON-COMPENSATION

ARTICLE 1: MANAGEMENT RIGHTS

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

1. To direct employees of the Department(s);
2. To hire, promote, transfer, assign and retain employees in positions within the Department(s) 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 Department, its budget, its organization, the number of employees, types and grades of positions assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices;
6. To determine the qualification of employees for appointment, promotion, step increases, etc., and to set standards of performance, appearance and conduct;
7. To formulate, change or modify Department rules, regulations, and procedures; and,
8. To take whatever actions may be necessary to carry out the mission of the Department in emergency situations.

ARTICLE 2: UNION SECURITY AND DUES DEDUCTIONS

SECTION A:

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

SECTION B:

Management agrees to deduct dues from each employee's bi-weekly pay upon authorization on D.C. Form 277 consistent with D.C. Official Code (2001 Ed.). An Employee's Dues Authorization Form along with Form 277, or other appropriate form, shall be forwarded to the Office of Labor Relations and Collective Bargaining. Dues withholding authorization may be cancelled upon written notification to the Union and Management. When Union dues are cancelled, Management shall withhold a service fee in accordance with Section C of this Article.

SECTION C:

The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of 15 cents per deduction per pay period.

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code §§ 1-617.07 and 1-617.11(a), upon the Union's request that employees who do not pay Union dues shall pay a services fee amount (not to exceed Union dues) consistent with law, the Employer shall withhold the requested service fee. The Union retains the sole responsibility to develop and maintain procedural safeguards by existing applicable law with regard to the administration of the payments of service fees.

SECTION D:

The service fees for bargaining unit employees who are not members of the union shall be equal to the proportionate share of the Union's costs of negotiating and administering the collective bargaining agreement and adjusting the grievances and disputes of collective bargaining unit employees.

Employees hired subsequent to the effective date of this Agreement when a service fee is in effect shall normally have the service fee of Union dues withheld no later than the beginning of the third pay period after his/her date of entry on duty.

The Union shall be solely responsible for providing notices to bargaining unit employees who are not members and for maintaining procedures consistent with the constitutional rights of employees. Should the Union's annual "Hudson Plan" result in any challenges or objections, the arbitration award shall establish the amount of service fees for non-member employees. The Union shall annually notify management of the pro-rata amount to be paid for service fees and the results of any arbitration award should it result in a change in service fees payable by any unit member.

SECTION E:

When a service fee is not in effect, the Union may require that an employee who does not pay dues or a service fee shall pay all reasonable costs incurred by the Union in representing such

employee(s) in arbitrations, grievance or adverse action proceedings in accordance with provisions of the CMPA.

SECTION F:

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

SECTION G:

The Union shall indemnify, defend and otherwise hold the Employer harmless for mistakes, omissions, timely deductions made or not made, etc., for deductions provided to the Union under this Article. Should any employee pursue a claim for recovery of any monies, it shall be a matter solely between the Union and the employee. Whenever it has been shown that the dues or service fees have been incorrectly deducted and forwarded to the Union, the Union shall refund them. The District Government shall only be liable to the Union for any dues or service fees deducted from the employee's pay.

ARTICLE 3: EMPLOYEE LISTS

Upon written request, the Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union a list of all employees in the bargaining unit including:

1. responsibility center
2. last name, first name
3. position title
4. grade/step
5. tour of duty
6. DC appointment date
7. termination date, code and reason for termination

In addition, on a monthly basis the Agency shall supply a list of new hires and separations.

ARTICLE 4: UNION RIGHTS

SECTION A: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union representatives shall be allowed to:

1. Post Union notices on designated bulletin boards;
2. Transmit communications authorized by the Union's Executive Director to the Employer or its representative;
3. Consult with the Employer, his/her representative, District or local officials, other Union representatives or employees, concerning the enforcement of any provisions of the Agreement.

Any collection of Union dues on the Employer's premises, solicitation of membership and distribution of literature shall be confined to the non-working time of all employees involved, except as provided below.

SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES

The Employer agrees that authorized representatives of the DCNA shall have access to the premises of the Employer during working hours to conduct Union/Management business. Advance notification will be given to the appropriate supervisor of the facility to be visited to permit scheduling that will cause a minimum disruption of work activities. If the time requested in the notice is not possible, the visit will be rescheduled within three (3) working days for a specific date and time.

SECTION C: BULLETIN BOARDS

The Employer agrees to provide bulletin board space where notices of official Union matters may be posted by the DCNA. Provisions will be made for DCNA use of space on existing bulletin boards in all bargaining unit facilities.

Notices shall not contain any political, derogatory or libelous statements or materials. The Agency agrees to notify the Union upon determination that such materials violate this section. The Union agrees to remove any material in violation of this Section not more than three (3) working days from the Department's request.

ARTICLE 5: BARGAINING UNIT REPRESENTATIVES

SECTION A: BARGAINING UNIT REPRESENTATIVES

Unit representatives shall be designated by the Union and shall be recognized as employee's representatives. The Union shall supply the labor liaison at each agency with lists of names of unit representatives and areas of assignments, which shall be posted on appropriate bulletin boards. Copies of such lists shall also be provided to the Office of Labor Relations and Collective Bargaining (OLRCB). The Union shall notify the labor liaison at each Agency of

changes in the roster of representatives within ten (10) days of such change. A copy of such changes shall also be provided to the OLR CB. Representatives are authorized to perform and discharge representational activities and responsibilities, which may be assigned to them under the terms of this Agreement. In the event such performance would require the employee to leave his/her post of duty, he/she must first obtain the permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimal disruption of work activities. Requests for official time must be submitted on the form that is attached hereto as Appendix A.

Union representational rights, as established by the Agreement, will be extended only to those individuals designated on those lists provided to Management as referenced in this Article. For the purpose of this Agreement, the term "Union Representatives" and 'bargaining unit representatives' includes Union stewards and officers.

SECTION B:

In assigning Representatives, the Union will make every effort to designate an equitable distribution of Representatives. The Union will work toward establishing an equitable distribution of representatives at the division level.

SECTION C:

Any leave of absence for bargaining unit business shall be in accordance with the contract. The Employer has the right to grant or deny leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. Employees must submit a request for leave of absence (without pay) or annual leave two (2) weeks prior to the date of such event. The Employer may grant leave only if the employee can be released from his/her duties at that time.

SECTION D:

1. The Agency shall provide Union representatives official time in the manner hereinafter described to receive, investigate, prepare and present grievances. For purposes of this Article, preparation does not encompass drafting, editing, or legal research of arguments, briefs or memoranda involving matters before an arbitrator, administrative forum or court.
 - a. When it is necessary for contacts to be made between employees and Union Representatives in connection with the prosecution of a grievance/complaint the Union representative who desires the meeting shall request authorization from his/her immediate supervisor to be relieved from duty for this purpose. Such request will include a general statement regarding the nature of the meeting (i.e. to process a grievance/complaint) and notification of the location to be visited.

Requests for official time must be submitted on the form that is attached hereto as Appendix A.

- b. If it is necessary for an employee to leave his/her immediate work area, the employee shall contact the supervisor of the employee's work area who he/she is contacting. The supervisor shall advise the employee if the employee to be contacted can be relieved of his/her duties. Such arrangements, as described above, shall be coordinated prior to the requesting employee leaving his/her work area. Upon return to his/her work area, each employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.
 - c. Upon request, employees shall be granted administrative leave, to be estimated in advance, upon individual request within their scheduled working hours to present their own grievances or complaints to Management consistent with the D.C. Official Code § 1-617.06 (2001 Ed.).
 - d. Union stewards shall be granted official time authorized as administrative leave, to be estimated in advance, to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedure.
2. The Department agrees that permission for Union representatives/employees to conduct Union representational activities as defined in Section F below will not be unreasonably delayed; however, the Union recognizes that workload and scheduling considerations will not always allow for release of Union representatives/employees from their assignments, nor shall the presentation or receipt of a grievance or complaint interfere with the performance and reporting requirements of employees. Supervisors disapproving official time for representational activities shall provide a written statement setting forth the reasons therefore, notwithstanding the language on the Official Time Form.
3. The Union agrees that an employee who requests Union representation shall be represented at each stage of the grievance procedure by no more than one (1) Union/employee representative, provided that one (1) DCNA staff member may also attend at any step. However, one (1) additional person may attend for training purposes.

SECTION F:

Bargaining unit business as used in this Article is defined as follows:

- 1. Preparation and presentation of grievances and appeals.

2. Consultation between Union representatives and authorized management officials affecting employees in bargaining unit.
3. Representation on committees established under this agreement.
4. Representation on the Partnership Council or committees, subcommittees or task forces established by the Council.
5. Preparation, investigation and participation in matters before the Public Employee Relations Board.

SECTION G:

In no case will internal Union business be conducted on official time, but rather the employee must request annual leave or leave without pay for internal Union business or Union-only training. The Employer recognizes however, that Union members may be authorized administrative leave to attend contract ratification meetings.

SECTION H:

Where committees are established pursuant to this Agreement, the Union will provide the Employer with a list of bargaining unit members and alternates designating the committee(s) they will serve on. The Union shall notify the Employer of changes in the list within ten (10) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

SECTION I:

The Employer shall endeavor to locate two (2) excess file cabinets near the program area of the union president for the exclusive use of the Union. Should the union desire to have a facsimile machine and separate line for the exclusive use of the Union, the Union shall contact the Labor Liaison and arrange to have it installed and maintained at the expense of the Union.

ARTICLE 6: DISCRIMINATION

SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure enforcement of the D.C. Human Rights Law, D.C. Official Code Section 2-1401, *et seq.* (2004).

Alleged violations of this Article shall be subject solely to the provisions of Equal Employment Opportunity Rules Governing Complaints of Discrimination in the District of Columbia

Government, 31 D.C. Reg. 56 (January 6, 1984), and are not grievable under the grievance/arbitration provisions of this collective bargaining agreement.

SECTION B: SEXUAL HARASSMENT

No employee shall be subject to sexual harassment. A statement of commitment to this principle will be posted where notices to employees are generally posted. Complaints of sexual harassment will be brought to the appropriate management official's attention and will be expeditiously investigated. If, after a claim of sexual harassment is resolved, the employee feels unable to continue in his/her job he/she may apply for a transfer; transfers will be accomplished in accordance with applicable regulations and this Agreement.

ARTICLE 7: STRIKES AND LOCKOUTS

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

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

ARTICLE 8: ORIENTATION

SECTION A: GENERAL ORIENTATION

New nurses shall be given general orientation followed by specific orientation to the program area assigned. General orientation shall include, but not be limited to the following:

1. An explanation of organizational structure of the Agency;
2. The Agency's policies;
3. Legal rights of clients and staff including HIPAA; and,
4. Familiarization with allied patient services and employee benefits.

All on unit orientations for newly assigned/reassigned nurses will vary in length of time depending on the area and individual nurse's ability and experience as determined by the nurse's supervisor.

Orientation of nurses will include orientation to all units which the employee may be assigned.

The orientation program shall be structured and in writing to allow monitoring of the implementation and the progress of the employee.

Rehires and inter- or intra-agency transfers will receive orientation as required. Such orientation period may vary depending on the experience of the nurses.

SECTION B: STAFFING PATTERN

For the purpose of patient coverage, a nurse being oriented is not to be considered as a regular staff member in the staffing pattern of the unit.

SECTION C: UTILIZATION

A nurse being oriented is not to be utilized during her orientation period to provide coverage.

SECTION D: ORIENTATION MATERIALS

Appropriate materials shall be provided for review. Orientation schedules will include an outline of the content to be included.

SECTION E: UNION ORIENTATION

A Union representative will be given thirty (30) minutes during orientation to explain the role and status of the Union to new employees. The Union will provide each new employee with an orientation package including the current contract, membership application and other literature regarding the Union.

SECTION F: AGENCY REFERRALS

The Employer recognizes that it may receive referrals from other agencies, including the Child & Family Services Agency, resulting in the assignment of additional duties to bargaining unit employees. The Employer shall, prior to assigning bargaining unit employees referrals, provide thorough and complete orientation on the agency's policies, procedures, guidelines and protocols relating to all aspects of the referral (including legal requirements and court responsibilities, if applicable).

If extensive additional job duties are required due to the high acuity of referred clients, the supervisor will work with individual employees to provide additional orientation and determine the impact on scheduled caseload.

Management shall insure that policies and procedures are promulgated and in effect throughout all divisions, offices and programs. Management shall insure that bargaining unit employees receive orientation on such policies and procedures and are provided a copy of such.

ARTICLE 9: LABOR-MANAGEMENT COMMITTEE

Upon the request of either party, there shall be labor-management committees for each Agency established and maintained during the course of this Agreement, which shall be comprised and function as follows:

1. The management side shall consist of either: the Agency Director or his or her designee, the Agency's labor liaison; a representative of the highest level of nursing management in the respective Agency; and other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items.
2. The Labor side shall consist of the Chapter Chairperson, the DCNA representative responsible for collective bargaining with the Employer, and up to two persons whose presence is determined by the Union to be necessary for discussion of the agenda items. Additional employee participants may be added by DCNA if necessary for discussion of agenda items, but the number shall not be unreasonably large.
3. The Committee shall meet upon the request of either party at a mutually agreed upon time that will assure attendance of the Committee members.
4. At least five (5) working days before the scheduled meeting date, the Parties shall exchange agendas listing the subjects proposed for discussion. The agenda may be amended upon notice at least two (2) days in advance. The parties shall try to avoid postponing the meetings. The scheduled meetings may be cancelled by either party if an agenda is not presented five (5) working days in advance of said meeting.
5. Topics for discussion may include any issue relating to working conditions that could affect members of the bargaining unit. Grievances may be discussed upon mutual agreement. Nothing shall be agreed to in these meetings that will have the effect of altering or amending the Agreement.
6. Reasonable efforts will be made to schedule committee and subcommittee meetings on working time of all members. Union officials who are scheduled to work at the time of a meeting will receive appropriate time to attend meetings, including if necessary, meetings in Section 7 of this Article. In no case, will overtime be paid to anyone as a result of the implementation of this Article.

7. If necessary, based on the mutually agreed upon need to address District- or Agency-wide issues, labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Section 1 and 2 above and additional representatives from throughout the District, Agency other bargaining units.

ARTICLE 10: MERIT PROMOTION

SECTION A:

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

SECTION B: POSTING:

Vacancy announcements shall be posted by the Employer within five (5) working days after receipt from the District of Columbia Office of Personnel.

SECTION C:

Any unit member who applies for a vacancy in a higher graded position will be considered for that position if he/she is qualified, in accordance with established rules and regulations and this Agreement.

Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job.

SECTION D:

Where two of the best qualified candidates for unit positions are equal, as determined by the Department, the employee with the longest continuous service as a registered nurse with the Department or its predecessors, or Federal government agencies as presently recognized will be selected.

Upon any selection from a list of best qualified applicants for bargaining unit positions, the Union, upon request, shall be notified of the result and rationale of the selection.

SECTION E:

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

ARTICLE 11: WORK SCHEDULE

PART 1: WORK SCHEDULES FOR EMPLOYEES IN CLINICAL WORK AREAS

SECTION A: POSTING OF WORK SCHEDULES

Time schedules are to be posted at least five (5) to eight (8) weeks in advance.

If, due to an unavoidable emergency in which the scheduler is unable to provide minimum coverage for patient care, the scheduler may request employees to work different shifts than those originally posted. Volunteers must be solicited before making such changes. At least five (5) calendar days notice will be given for involuntary changes.

All requests for extended annual leave are to be submitted prior to the posting of a work schedule.

Thereafter, nurses requesting annual leave or sick leave (for scheduled appointments) must make their own arrangements for replacements without the use of overtime. The scheduler will assist the nurses in emergency situations.

SECTION B: GUARANTEE OF WEEKENDS OFF

The Employer will schedule each nurse every other weekend off. No nurse shall be required to work more than two weekends within three. This provision shall be suspended under emergency situations or upon mutual agreement between individual employees and the Employer. An emergency is any situation that develops suddenly and/or unexpectedly or an unforeseen combination of circumstances and results thereof that demands immediate action.

For the purposes of this section, the term "weekend" shall mean Saturday and Sunday. The determination of whether a shift is considered a Saturday or Sunday shift shall be in accordance with existing practices.

PART 2: WORK SCHEDULES FOR EMPLOYEES IN NON-CLINICAL WORK AREAS

SECTION A: SHIFT SCHEDULING

1. An employee shall not be scheduled for more than two different shifts (day, evening, night) within a pay period.
2. Management has the right to establish work schedules to satisfy the District's needs to provide services. The Employers will notify the Union at least thirty (30) days prior to the implementation of new work schedules, and will upon request, bargain to the extent permissible by law. However, in applying this provision, the