

Employer will give consideration to accommodating employees with special needs relating to their work schedule. Requests for such accommodation shall be made in writing, to the employee's immediate supervisor, within five (5) days of notification of the new work schedule.

3. Where permanent shifts exist or are established, qualified volunteers shall be considered. In the event that more than one (1) qualified volunteer requests placement in the available permanent shift, selection shall be based on seniority (entrance on duty (EOD) date). The most senior volunteer, as indicated above, shall be placed in the available permanent shift.

## **SECTION B: WORKWEEK**

The regularly scheduled workweek of a full-time nurse shall be five eight hour days, totaling forty hours in anyone period of seven consecutive days in a single time period.

## **PART 3:**

### **SECTION A: ALTERNATIVE WORK SCHEDULES**

Prior to seeking the establishment of an alternative work schedule, the Employer shall notify the Union and, upon request, bargain to the extent permissible by law. Overtime premium pay will be paid in accordance with overtime provisions in the compensation agreement. Other premiums shall be based on the regularly scheduled workday of the employees. An alternative work schedule shall not affect the existing leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five-day, forty-hour schedules and will be charged on an hour-by-hour basis.

Nurses who do not wish to work an alternative work schedule may request to maintain their regular schedule or request to be reassigned to another unit. The Agency shall make reasonable efforts to grant such requests, provided however, that granting the request will not disrupt service to the public.

### **SECTION B: LUNCH**

Each employee scheduled to work at least eight and one-half (8.5) hour shifts shall receive a thirty (30) minute lunch break. Management shall assure that coverage for lunch breaks will be provided where necessary.

### **SECTION C: NEW PROGRAMS AND SERVICES**

In the event that the Employer adds new programs, services, units or divisions, it shall negotiate with Union over the impact and effect on work schedules of bargaining unit members.

## **SECTION D: EMERGENCY SITUATIONS**

The parties understand that work schedules may be temporarily modified to permit the Agency to more effectively respond during health-related incidents requiring increased nursing services to the public or in emergencies. However, such changes shall be in accordance with procedures established by the Agency after consideration of the recommendations of the Professional Practice Training Committee.

## **SECTION E: FLEXIBLE SCHEDULE ARRANGEMENTS**

To the extent possible, Management shall provide flexible work schedule arrangements to employees.

## **ARTICLE 12: VACATION SCHEDULES**

### **SECTION A: VACATION AND HOLIDAY TIME**

#### **Vacation Time - Annual Leave:**

All vacation requests for prime time (May 15<sup>th</sup> September 15<sup>th</sup>) must be submitted by March 1st. Vacations will be approved or disapproved by April 1st. Vacation requests for non-prime time must be submitted no later than two (2) weeks before taking the requested vacation in compliance with Article 11, Work Schedule, Section A.

#### **Holiday Time:**

Requests for days off during the holiday season (Thanksgiving through the end of the leave year) must be submitted by September 15. Holiday time will be approved or disapproved by October 15.

The Employer will make good faith efforts without resorting to overtime to grant at least four (4) consecutive days off during the holiday period, to include scheduled days off, holiday, accrued compensatory time and annual leave.

### **SECTION B: ANNUAL LEAVE (THREE DAYS OR LESS)**

A request for a short leave of absence shall be answered before the end of the work shift in which the request is submitted. Such requests shall be made during the first half of the shift.

## **SECTION C: GENERAL PROVISIONS**

Leave shall be provided in accordance with the District Personnel Manual and this Agreement. Vacations should not be denied solely on the basis of failure of the employee to comply with the stipulated deadlines for submission of requests. However, if a conflict results due to a late request, the employee who submitted her request in compliance with the deadline will receive priority consideration for the requested time and will not have her approved vacation changed in order to accommodate a late request.

An employee will not be denied the opportunity to change a vacation request either before or after it has been approved. Such requests will not conflict with either approved or already submitted vacations.

Unless an employee asks to change her vacation, Management will not revoke an approved vacation except in emergencies, such as but not limited to, an unanticipated inability to meet critical minimum staffing needs, major disasters -- either natural or man made -- or civil disturbances, and then only after consultation with the parties involved.

The Employer will consider individual employee circumstances in addition to the needs of the Agency when approving or denying leave requests.

## **ARTICLE 13: ADMINISTRATION OF OVERTIME**

Voluntary sign-up lists for overtime will be posted with each work schedule posting. The Employer will initiate and maintain a current list of covered employees, and their specialties, who request overtime work. On those occasions when there are more employees available than overtime, work will be assigned to the employees on the list on a rotating basis by length of service as a registered nurse in the Department, and by specialty. On those occasions when there are not enough volunteers available, overtime will be assigned to employees within the facility according to specialty on a rotating basis starting with the least senior person, except when the need of the program requires otherwise.

## **ARTICLE 14: OFFICIAL TRAVEL**

### **SECTION A:**

The employer agrees to reimburse each bargaining unit employee authorized to use his/her personal car for official business at the rate established for employees of the Federal Government.

#### **SECTION B:**

In the event that an employee who is required to travel away from an office environment utilizes his or her personal vehicle, the Department shall provide a government issued notification indicating that the employee is working on government business.

#### **SECTION C:**

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment during the workday to perform official duties with a cellular phone or access to a cellular phone for the period that they are away from office. The Employer shall insure that the phone is properly equipped and maintained.

#### **SECTION D:**

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be transported by a Government vehicle or public transportation or taxi as appropriate.

#### **SECTION E:**

The Employer shall provide each bargaining unit employee who is required to travel away from an office environment with the opportunity to be escorted by a security or special police officer if the employee has a reasonable belief that there is imminent threat of harm or danger.

#### **SECTION F:**

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 §§ 1-411 – 1-416) (2001 ed.) The 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.

#### **SECTION G:**

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. § 3721).

## **SECTION H:**

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.

## **SECTION I:**

The Employer agrees that employees using public transportation for official business shall be provided bus tokens, fare cards or reimbursements.

# **ARTICLE 15: GRIEVANCE PROCEDURE AND ARBITRATION**

## **SECTION A: GENERAL**

1. This procedure is established for use in the resolution of grievances. The term "Grievance" means a complaint by an employee of the bargaining unit that there has been a violation, misinterpretation or misapplication of this Agreement, or the Compensation Agreement, or a violation, misinterpretation or misapplication of the Agency Department of Human Services or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
2. No step of this procedure may be skipped except by mutual consent. The time limits set forth in this Article may be extended only by mutual consent.
3. Matters not within the jurisdiction of the Agency Director will not be processed as a grievance under this Article even though the subject may be mentioned elsewhere in this Agreement.
4. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism including the Office of Employee Appeals.
5. If otherwise in a duty status, the employee and his or her Union representative, if employed by the District Government, are entitled to a reasonable amount of official time to present and pursue the grievance.
6. A copy of all grievances filed at step 2, or above will be submitted simultaneously to the Agency's labor liaison and the D.C. Office of Labor Relations and Collective Bargaining. A copy of all grievance replies and information requests under section B, Step 2 will be submitted simultaneously to the DCNA Office.
7. Work days for purpose of filing or processing grievances only shall mean Monday through Friday.

8. Grievances may be filed by the Union alleging a contract violation of general applicability. Union grievances shall be filed at the appropriate step of the grievance procedure; that is, with the supervisor or other official whose alleged contract violation is at issue.
9. The parties, or their authorized representatives, have the authority to settle any grievance at any stage of the grievance procedure.
10. Procedural issues, still in dispute at the time of arbitration, shall be decided as threshold issues by the arbitrator.
11. At the request of either party a meeting to discuss the grievance will be held at either Step 2 or Step 3.

## **SECTION B: PROCEDURE**

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

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

Each grievance filed at Step(s) 2, 3, 4 and 5 of this procedure shall contain: (1) Date(s) grievance occurred; (2) Name of Union representative filing the grievance; (3) the date the grievance was filed; (4) Name(s) of grievant and work site; (5) Name of the management official with whom grievance was filed; (6) Nature of grievance; (7) Article(s) and section(s) of contract violated; (8) the remedy requested, and (9) any responses received.

Should the grievance not contain the above information, management shall specify in writing, to the Grievant and the Union representative the information required to correct the grievance. The Grievant or Union representative shall have ten (10) working days from receipt of notification to respond to the Step 2 official's request.

Step 3: If the grievance is still unresolved, it shall be presented in writing by the Union Representative to both the Deputy Director or other appropriate Agency designee and the Administrator within fifteen (15) working days after the second level manager's response is due. The Deputy Director or other appropriate Agency designee or Administrator may convene an

informal hearing prior to replying to the grievance, and shall respond in writing to the Union Representative within fifteen (15) working days after the date of hearing.

Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the appropriate Agency Director within fifteen (15) working days after the response from Step 3, is due. The director or the director's designee shall reply in writing to the Union representative within thirty (30) working days.

Step 5: If the grievance is still unresolved, either party may, within twenty (20) calendar days after the reply at the previous step is due, invoke arbitration by written notice to the other. The request for arbitration must be served on the OLRCB with copies to the Agency's labor liaison.

## **SECTION C: ARBITRATION**

Within fifteen (15) calendar days from the date of the request for arbitration the party invoking arbitration, pursuant to Section B, Step 5 above, may initiate a request to the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. Upon receipt of the FMCS panel, each party will alternatively strike a name from the panel until one (1) remains. The privilege of first strike shall be determined by a coin toss or other mutually agreeable random method. If, before the selection begins, none of the arbitrators are acceptable, a new panel shall be sought.

If either party refuses to participate in the selection process, the Federal Mediation and Conciliation Services shall have the authority to make the appointment from among the members of the panel.

Once the arbitrator is appointed, no new or different claims may be submitted except by the mutual agreement of the parties.

The parties will make reasonable efforts to schedule hearings within 120 days of the demand for arbitration.

The decision of the arbitrator shall be final and binding on the parties, except as otherwise provided by law, and shall not be inconsistent with the terms of this Agreement. The arbitrator shall render his/her decision within, thirty (30) calendar days after the conclusion of testimony, argument, and/or after the filing of post-hearing briefs (whichever is later).

Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the DCNA. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made. The parties shall endeavor to reach mutual agreement concerning shared cost for transcription services. If the parties cannot agree to share the cost for transcription services, the party ordering transcription services shall arrange to have a copy provided to the Arbitrator and to the other party.

## **ARTICLE 16: CORRECTIVE OR ADVERSE ACTIONS**

### **SECTION A:**

Any corrective or adverse action shall be taken for just cause, in accordance with the current provisions of Section 1-617.51 of the Comprehensive Merit Personnel Act and Chapter 16 of the DPM.

### **SECTION B:**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before the public or other employees.

### **SECTION C:**

A charge of AWOL is not a form of discipline but may result in corrective or adverse action when charged in a procedurally correct manner.

### **SECTION D:**

Corrective or adverse actions may be grieved through the grievance procedure contained in this Agreement, or appealed to the Office of Employee Appeals (OEA), but not both. An employee's election to appeal to the Office of Employee Appeals shall be in writing, with copies to the Employer and the union, and shall be irrevocable.

### **SECTION E:**

Any employee required to attend a disciplinary conference or investigatory interview which may result in discipline may elect to have union representation, if no union representatives are available, the meeting shall be rescheduled within three (3) workdays for a specific date and time. Such meeting can occur more than three (3) days later.

### **SECTION F:**

If a disciplinary action is dismissed on procedural grounds, the disciplinary action and all references to it shall be removed from the employee's official personnel file and adverse action file. Should it be necessary for any record relating to the disciplinary action to be kept (e.g., risk management), the employee will be notified of the location and purpose of such record.



## **SECTION G:**

Matters related to investigations and discipline shall be processed consistent with this Agreement, Chapter 16 of the DPM, applicable laws, regulations and existing policies.

## **ARTICLE 17: PERSONNEL FILE**

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

1. An employee and her authorized representative shall be permitted to examine his or her personnel file upon request in accordance with Personnel Rules. The employee or his or her representative shall indicate in writing, to be placed in the file, that she has examined said file. Where an employee provides written authorization for his or her representative to review the employee's personnel file, the written authorization shall specify the documents and /or records to be disclosed or the degree of access permitted by the employee to the representative.
2. Only those personnel who have an official right and reason for inspecting an employee's file may do so. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and reason for said examination, except for persons filing documents in a purely clerical capacity and for use in conjunction with litigation, administrative hearings, and classification and compensation reform efforts.
3. Upon request Administrators shall continue to place in an employee's file, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature. In addition, all other pertinent information shall be placed in the employee's file. Management officials shall notify an employee of letters of appreciation or commendations that management received concerning said employee from the public or other District employees.
4. In accordance with the provisions of the guidelines and regulations of the District Personnel Manual, Chapter 31, Records Management and Privacy of Records, confidential inquiries and replies of any such material received from competent responsible outside sources, such as recommendations and references, which are included in the employee's file, are to be expunged from said file, upon the employee's request, after completion of the employee's probationary period of employment. In any event, this material shall not be used against the employee. This shall not apply to confidential medical information relevant to the employee's fitness to perform the duties of her position.
5. No material related to an employee's conduct, character or personality shall be placed in the official personnel folder unless it is signed and dated by the person

submitting the information. The employee shall be made aware of information described in this paragraph being placed in the file. The employee shall have the right to answer any material filed, and the answer shall be attached to the file copy.

## **ARTICLE 18: EDUCATION**

### **SECTION A:**

In order to keep abreast of current practices in nursing and health care, employees are encouraged to apply for job related education and training. The Employer will seek to increase related educational opportunities and distribute such educational opportunities among all employees.

If a formal request for funds, as referenced in the provisions regarding compensation in this agreement, is submitted less than forty-five (45) calendar days before the approved training, Management shall make every effort to reimburse the employee within forty-five (45) days of the request.

However, requests for payment/reimbursement submitted after the training occurs shall not be accepted.

### **SECTION B: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE**

The committee's training responsibilities shall also include the following:

1. Making recommendations regarding the specific needs for in-service education programs.
2. Receiving requests for the addition of programs or courses for nursing education. The committee will review and recommend programs for the education calendar.
3. Report quarterly on its activities and on available and proposed training and educational opportunities.
4. Develop a proposed training calendar of proposed training and educational opportunities to be offered by the Agency.
5. Reviewing education/training requests in accordance with the following procedures.

a. All training requests are to be submitted on Training Form 1 in accordance with agency procedures and time limits. If training is requested by the employee, the supervisor shall request approval or shall deny the request on the

Form 1. Management shall respond to requests for leave related to obtaining a BSN or MSN degree or other health related graduate degrees within a reasonable time after receipt of the request. Management will not arbitrarily or unreasonably deny a request. If management denies a request, it will provide the employee a written explanation.

b. Requests for training shall be responded to within three (3) work days after the Form 1 is submitted.

c. Copies of all training requests, whether approved or denied, will be referred to the education committee on a quarterly basis. The committee shall review training requests and shall submit reports to the District, Commissioners and the Union on their findings and recommendations concerning operations of the training program.

d. The training committee shall have access to any available information concerning training, including sources and amounts of money available for training and education. They may recommend an in-service education program calendar, within their Agency, if appropriate.

#### **SECTION C:**

Educational leave denials may be grieved through the contract grievance procedure. Denial of administrative leave and annual leave to facilitate attendance at training relevant to the employee's employment constitutes a denial of educational leave. If the educational leave request is denied the employee may grieve the denial within three (3) workdays of being notified of the denial at the step corresponding with the next grievance level above which the request was denied. The grievance may continue through succeeding steps on the three (3) day interval basis provided for in the preceding sentence. If the grievance reaches step 4, the Director or his/her designee shall respond within no more than ten (10) calendar days. Should the grievance go to arbitration, the parties will seek an arbitrator familiar with nursing education.

### **ARTICLE 19: REDUCTION IN FORCE/FURLOUGH**

#### **SECTION A:**

Except as otherwise provided in this Article, reductions in force and furloughs shall be implemented under the provisions of Title 1, Chapter 6, Subchapter XXIV, D.C. Official Code 1-624.01 (2001 ed.) and applicable D.C. regulations.

#### **SECTION B:**

The following shall apply in the event of any further reduction in force:

1. The District will notify the union when it becomes aware that a reduction in force is necessary, will notify the Union of the scope of the contemplated action, and will provide the Union with relevant information as it becomes available.
2. The District will give the Union a reasonable opportunity to present alternatives to the contemplated reduction in force prior to its implementation;
3. The District will comply with rules, regulations and procedures governing reductions in force as currently provided in the District of Columbia Personnel Manual (DPM) and the Comprehensive Merit Personnel Act (CMPA);
4. The District will bargain with the Union regarding the impact and effect of the proposed reduction in force.

## **ARTICLE 20: TRANSFERS**

Bargaining unit members may submit requests for transfer or reassignment to other positions and work locations within the Agency in which they are employed.

When vacancies occur in bargaining unit jobs, the Agency official responsible for maintaining the reassignment requests shall review the reassignment request file and shall notify employees who have requested reassignments to that position or work location that such vacancy exists. Nurses who are so notified will have an opportunity to timely submit a DC 2000 application to personnel. Applications solicited in this manner will be considered at the same time and in the same manner as other applications for that vacant position. Approved non-competitive transfers will be granted in order of request. In the case of ties, such transfers will be granted in order of longest service computation date.

Requests for reassignment may be acted upon in the absence of a vacant position when the Agency official responsible for maintaining reassignment requests identifies situations in which a nurse is qualified and able to perform the work at the other work locations and nursing management officials at each location approve the reassignments.

Reassignment requests will be reviewed in January and July. Reassignments or details, when necessary, shall be rotated in order of reverse seniority (as determined by individuals service computation dates) if there are no-volunteers; provided that the nurse has the appropriate qualifications to fulfill the duties of the position to which reassigned/detailed.

## **ARTICLE 21: FLOATS**

For the purpose of this Article the term "float" shall mean a change in duty station from one or more shifts.

No registered nurse will be floated more than twenty (20) days at anyone time. However, if staffing shortages exist management may float a nurse for an additional ten (10) days upon

notification to the employee and the local chair. No nurse will be floated more than sixty (60) days in year.

## **ARTICLE 22: CONTRACT NURSE SERVICES**

It is mutually agreed that it is desirable for the Employer to employ and retain regular part-time and full-time registered nursing staff. To that end, and in order to insure that the working conditions of regular employees under the terms of the collective bargaining agreement are being protected, the Employer shall observe the following conditions when utilizing temporary nursing personnel:

1. For the purpose of this article the term "float" shall mean a change in duty station for one or more shifts.
2. The Employer agrees not to float covered employees (except for regular float personnel) out of their regularly assigned unit while a contract nurse is scheduled to work on the covered employees regularly assigned unit. It is understood, however, that there are situations due to specific qualifications required in particular assignments, where a covered employee may be floated to another assignment and a contract nurse assigned to the covered employee's duties. The Employer agrees to maintain such floating at a minimum necessary to effectively accomplish its mission.

In the event the Union feels that the Employer is floating regular personnel in violation of the intent of this paragraph, the Union may bring the issue to the Employers' attention at which time the Employer shall provide the Union with the reasons for the floating of the regular employee. If the Union does not feel the explanation is in accordance with the intent of this paragraph, it can exercise its rights as outlined in the grievance procedure.

3. Prior to seeking contract nurses to fill vacancies in bargaining unit jobs, the Employer will make use of the reassignment request files as provided in Article 20 of the Agreement. The Employer agrees not to arbitrarily alter its scheduling practice with the sole intent of having covered employees work more evening and night shifts and/or weekends in order to accommodate contract nurses who wish to work only the day shift.
4. Covered employees (except for charge nurses regardless of grade level or institutional/facility designation) shall not be held directly accountable for work not performed adequately or correctly by contract nurses. It is understood, however, that it is still the responsibility of covered employees to report any unusual or unsafe occurrences to the nursing supervisor.
5. When management plans to contract for any nurse services, the Union shall be informed of the precise location where staffing is requested. The notice of such

staffing will be prior to the actual negotiation of the contract and the Employer and the Union will discuss the effects of the decision on the members of the bargaining unit.

6. Issues relating to contract nurses services may be addressed in the Professional Practice and Training Committee, as referenced in Article 26.

## **ARTICLE 23: HEALTH AND SAFETY**

The Employer shall provide and maintain adequate, safe and sanitary facilities in compliance with D.C. health and safety laws, licensure requirements and requirements of regulatory agencies. The Center for Disease Control guidelines are used to provide a central reference containing recommendations for preventing and controlling nosocomial infections.

Any time a nurse is required to perform tasks which she believes would endanger her health, safety or well being or that of the patient, she is to notify her supervisor or designee. If not resolved at that level, the nurse can bring the matter to the immediate attention of the next level of supervision. The nurse shall document the incident in the appropriate incident sheet, as determined by management.

When clinics are closed for unsafe conditions or otherwise closed, nurses shall be reassigned or, based upon needs of the services as determined by the Employer, granted leave. If clinics are closed during the course of a workday and employees are reassigned, the employer will provide transportation to the assigned site, if needed.

Issues involving environmental conditions will be reported and processed in accordance with agency procedures. However, if relief is not provided in a reasonable period of time, individuals may file grievances involving safety and health at step 2, and proceed with the grievance through step 4, but may not invoke step 5.

Nothing in this article shall prevent employees or the Union from filing reports under the D.C. Occupational Safety and Health plan in accordance with Title 21 of the CMPA, 1987 Repl. Vol. as amended.

The Union may designate one (1) health and safety officer for each work site to facilitate the implementation of this Article. The Union shall provide each Department Director and labor liaison with the names of the respective designated Health and Safety Officer and alternate and will notify the Director and labor liaison of any changes in these designations.

The Union shall have an opportunity to designate a representative and alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

## **ARTICLE 24: INCLEMENT WEATHER**

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

## **ARTICLE 25: EQUIPMENT AND SUPPLIES**

Routine patient care equipment and supplies (excluding personal use items such as watches) are to be furnished by the Employer and used by the nurses in the unit only for carrying out their duties. Any actual or perceived shortages or defects in equipment and supplies furnished by the Employer shall be brought to the immediate attention of nursing supervisors.

## **ARTICLE 26: PROFESSIONAL PRACTICE**

### **SECTION A: NON-NURSING DUTIES**

In support of the concept that patient care is the primary responsibility of registered nurses, management shall seek to minimize assignment of registered nurses to duties not related directly to patient care and the related documentation.

### **SECTION B: JOB DESCRIPTION**

The Employer shall make available to each new nurse a copy of the written job descriptions. Nurses already employed may receive a copy of their job description upon request. The Department shall solicit the nurses' input while developing proposed changes in job descriptions.

### **SECTION C: POLICY MANUALS**

Upon request the Union shall be provided a copy of applicable nursing policy manuals created or in effect by January 1 of each year, and as updated. The applicable nursing policy manual(s) shall be placed in all work locations where nurses are assigned.

### **SECTION D: SUBJECT MATTER OF MEETINGS**

Matters related to staffing, non-nursing duties and professional nursing practice will be considered during labor-management meetings, in accordance with Article 9, "Labor-Management Committees, of this Agreement.

## **SECTION E: ASSIGNMENTS TO DUTIES REQUIRING SPECIAL TRAINING OR EXPERIENCE**

The Employer shall not deploy, detail or assign bargaining unit registered nurses to perform duties where special training or experience is required without first assuring that the nurses currently possess the special training or experience needed to perform the duties or providing the necessary training to permit the nurses to successfully perform such duties; provided however, this provision shall not be interpreted to prevent the Agency from assigning nurses in emergencies. The parties recognize that registered nurses must adhere to statutory licensing and nursing requirements.

Orientation or training shall be provided for any new patient care procedure or new type of equipment to be utilized.

## **SECTION F: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE**

Within sixty (60) days of execution of this Agreement, the parties shall establish a Professional Practice Training Committee, which shall be comprised of representatives from each Agency and the Union. The Committee shall:

1. Assess the skills of bargaining unit nurses (including those with specialized training or experience);
2. Discuss Agency needs for nursing skills (including those that may be required intermittently, during health-related incidents requiring increased nursing services to the public, or emergencies);
3. Assess bargaining unit nurses training needs in light of anticipated or projected need for nursing services;
4. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for submission to each Agency concerning ongoing nursing training programs for bargaining unit nurses;
5. Within one hundred and eighty (180) days of the establishment of the committee, draft recommendations for procedures that permit agencies to more effectively respond during health-related incidents requiring increased nursing services to the public, or emergencies.



## **ARTICLE 27: CIVIC DUTY**

Volunteers shall be solicited first for civic duty jobs. If sufficient numbers of employees do not volunteer, each Administration shall assign nurses on the existing rotational basis. The District of Columbia will be responsible for reimbursement for services of nurses selected in accordance with this Section.

## **ARTICLE 28: EMERGENCY**

In the case of emergency, such as flood, fire, epidemic, disaster, catastrophe or other unforeseen major contingency, this Agreement shall not be deemed to apply in connection with reasonable measures taken by the Employer for the care and protection of patients, the equipment and buildings, or reasonably necessary to repair and place the same in condition for occupancy.

## **ARTICLE 29: IMPROVED BENEFITS**

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive, shall automatically be applied to such employees.

If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable, at the option of DCNA.

## **ARTICLE 30: WORK PERFORMANCE EVALUATION**

### **SECTION A:**

The parties agree that until a new performance plan is developed, as required by Section 1-613.53 of the D.C. Official Code (2001 Ed.), the rating plan currently in place will continue in effect.

### **SECTION B:**

Every employee shall be carefully evaluated periodically, in accordance with District Personnel Manual, in order to promote effective and economical operation of the Government of the District of Columbia and to strengthen supervisory employee relations. Such evaluation shall be made with a view toward identifying deficiencies, taking corrective action, and providing recognition and incentive for outstanding performance of duties.

#### **SECTION C:**

1. An employee's request for an impartial review of a performance rating by D.C. Performance Rating Impartial Review committee must be in writing, outlining the reasons for his request, and submitted in quadruplicate.
2. Requests to this Committee must be filed within thirty (30) calendar days after the employee has been informed of his rating.

#### **SECTION D:**

An employee may elect to appeal the Impartial Review Board Committee's decision to the Office of Employee Appeals (OEA) in the manner specified in OEA's regulations or, if applicable, grieve the decision under the provisions of Article 15 of this Agreement.

#### **SECTION E:**

The District of Columbia Nurses' Association, in its capacity as a labor organization, may send an observer to hearings on performance ratings in accordance with the District Personnel Manual.

#### **SECTION F:**

All nurses in the bargaining unit shall be supervised and evaluated in the areas of nursing practice issues by Registered Nurse Managers/Supervisors. Bargaining unit nurses shall be supervised and evaluated by employees of the District of Columbia, consistent with law and regulation.

Before assigning a contract nurse as a charge nurse for any particular shift or unit, Management shall first determine whether any bargaining unit nurse on the unit qualifies for the assignment of charge nurse. If management determines that unit nurses are qualified, the assignment shall be made from among the qualified nurses.

### **ARTICLE 31: PRINTING COSTS**

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

## **ARTICLE 32: REORGANIZATION, REALIGNMENT AND PRIVATIZATION**

### **SECTION A:**

Consistent with the D.C. Official Code, the District shall notify the Union no later than thirty (30) days prior to the implementation of any agency reorganization or realignment affecting bargaining unit employees and, upon demand, bargain the impact and effects of any such reorganization or realignment.

### **SECTION B:**

If during the term of this Agreement, the Employer awards any contract that displaces bargaining unit employees, the D.C. Official Code §2-301.05b shall govern the rights of any bargaining unit employees.

## **PART II - COMPENSATION**

### **ARTICLE 1: WAGES**

#### **SECTION A: REVISED SALARY SCHEDULE**

Effective the first full pay period on or after April 1, 2005, the current salary schedule in effect as of the date of execution of this Agreement (Appendix B) shall be replaced by the salary schedule established and agreed to between the parties as a result of the Compensation Unit 13 Classification and Compensation Reform initiative, pursuant to Article 1, Section 4.B of the "Compensation Collective Bargaining Agreement between the Government of the District of Columbia and the District of Columbia Nurses Association, effective FY2001 through FY2004" (hereinafter "Revised Salary Schedule"). See Appendix C.

Each current bargaining unit employee's grade and step shall be changed to the appropriate grade and step on the Revised Schedule, provided however that no employee covered by this Agreement shall realize any loss in base pay as a result of this reform.

Each full time employee covered by this Agreement who does not receive an additional amount of at least one percent (1%) added to base pay after the change to the appropriate grade and step will receive a bonus equal to one percent of his or her base salary as of March 31, 2005. Payment shall occur as soon as possible but no later than three pay periods of the effective date of revised salary schedule for Compensation Unit 13.

The parties shall meet and discuss the appropriate placement of each bargaining unit nurse into the new classification system. In addition, Management shall meet with the Union after an audit/review of bargaining unit registered nurse positions and consult about the results and the viability of various levels of nursing positions, including but not limited to, Nurse Consultant I and II, Nurse Specialist I & II. The parties recognize that ongoing communications will be required throughout the duration of the classification review project related to Compensation Unit 13 positions.

#### **SECTION B: FISCAL YEAR 2005**

Effective the first day of the first full pay period beginning on or after April 1, 2005, the Revised Salary Schedule (Appendix C) and the salaries of bargaining unit positions within Compensation Unit 13 as of April 15, 2005, shall be increased by two and one-half percent (2.5%) in accordance with past methods of increasing base salary schedules.