

**NON-COMPENSATION  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE DISTRICT OF COLUMBIA  
AND  
THE DOCTORS COUNCIL OF THE DISTRICT OF COLUMBIA**

**EFFECTIVE THROUGH  
SEPTEMBER 30, 2009**

## TABLE OF CONTENTS

### NON-COMPENSATION ARTICLES

ARTICLE 1	PREAMBLE .....	4
ARTICLE 2	RECOGNITION .....	4
ARTICLE 3	DEFINITIONS .....	5
ARTICLE 4	UNION SECURITY .....	5
ARTICLE 5	MANAGEMENT RIGHTS.....	7
ARTICLE 6	STRIKES AND LOCKOUTS .....	8
ARTICLE 8	UNION ACTIVITIES ON WORKING TIME.....	9
ARTICLE 9	LABOR-MANAGEMENT COMMITTEE.....	12
ARTICLE 10	NON-DISCRIMINATION .....	13
ARTICLE 11	GRIEVANCE PROCEDURE .....	13
ARTICLE 12	DISCIPLINE.....	18
ARTICLE 13	ORIENTATION .....	18
ARTICLE 14	PERFORMANCE EVALUATION.....	19
ARTICLE 15	WORKING CONDITIONS.....	19
ARTICLE 16	SUPPLIES, EQUIPMENT AND MEDICATION .....	22
ARTICLE 17	SAFETY.....	23
ARTICLE 18	DESCRIPTION OF TREATMENT/SERVICES.....	23
ARTICLE 19	OFFICES, LOCKERS, LOUNGES AND PATIENT CARE AREAS .....	23
ARTICLE 20	PROFESSIONAL DEVELOPMENT .....	25
ARTICLE 21	MEDICAL MALPRACTICE INDEMNIFICATION AND LEGAL REPRESENTATION.....	26
ARTICLE 22	REVOCA TION, SUSPENSION OR NONRENEWAL OF LICENSE .....	27
ARTICLE 23	OUTSIDE ACTIVITIES .....	27
ARTICLE 24	PERSONNEL FILES.....	27
ARTICLE 25	VACANCIES AND PROMOTIONS .....	28
ARTICLE 26	REASSIGNMENTS AND DETAILS.....	29
ARTICLE 27	HOURS AND DAYS OF WORK.....	29
ARTICLE 28	SHIFT, WEEKEND AND HOLIDAY SCHEDULING .....	30
ARTICLE 29	REDUCTION IN FORCE .....	31
ARTICLE 30	CONTRACTING OUT.....	33

ARTICLE 31	ANNUAL LEAVE AND SICK LEAVE.....	35
ARTICLE 32	IMPROVED BENEFITS .....	35
ARTICLE 33	FINALITY OF AGREEMENT.....	37
ARTICLE 34	SAVINGS CLAUSE.....	37
ARTICLE 35	DURATION.....	37

# **NON-COMPENSATION ARTICLES**

## **ARTICLE 1 PREAMBLE**

This Non-Compensation Agreement is entered into between the Government of the District of Columbia and the Doctors Council of the District of Columbia, NUHHCE, AFSCME, AFL-CIO, representing a unit of employees comprising Compensation Unit 19 (Physicians, Dentists and Podiatrists) previously certified by the Public Employee Relations Board ("PERB") in PERB Case No. 88-R-12, dated January 5, 1989, PERB Case No. 92-R-01, dated January 10, 1992, and PERB Case No. 96-AC-01 (1966).

## **ARTICLE 2 RECOGNITION**

The Employer recognizes the Doctors Council of the District of Columbia as the sole and exclusive representative of the following bargaining unit described in the certification as:

All dentists, physicians and podiatrists employed by the District of Columbia Departments of Corrections, the District of Columbia Department of Public Works, and the District of Columbia Department of Motor Vehicles, Human Services, and Health including all dentists, physicians and podiatrists who, prior to October 1, 1987, were employed by St. Elizabeth's Hospital, U.S. Department of Health and Human Services and pursuant to Public Law 98 621, as of October 1, 1987 became employed by the District of Columbia Department of Human Services, excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than purely clerical capacities, employees who are regularly scheduled for less than forty (40) hours per pay period and employees engaged in the administration of the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.

It is understood that a joint petition to modify the above-quoted certification to accurately reflect the bargaining unit represented by the Union is pending before the Public Employee Relations Board (PERB), PERB Case Nos. 02 UM 02 and 99 UM 02. The parties have agreed in that the unit represented by the Doctors Council proceeding that should be described as:

All dentists, physicians and podiatrists employed by the District of Columbia Government in agencies under the personnel authority of the Mayor, excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than purely clerical capacities and employees engaged in the administration of the

provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.

### **ARTICLE 3 DEFINITIONS**

#### **Section A**

The word "doctor(s)" in this Agreement shall mean physicians, dentists and podiatrists.

#### **Section B**

Except as otherwise indicated, the phrase "medical" in this Agreement shall include, but not be limited to "mental health," "dentistry" and "podiatry".

### **ARTICLE 4 UNION SECURITY**

#### **Section A     Membership**

Any employee in the bargaining unit may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal. The terms of the Agreement shall apply to all employees in the unit without regard to membership in the Union.

Any employee who is a member of the Union during the effective date of this Agreement or becomes a member during its term shall remain a member while employed in the bargaining unit provided that such employee may resign from the Union during a period between sixty (60) and thirty (30) days prior to the annual anniversary date of this Agreement. The Employer shall afford the Union with the opportunity to meet with any new bargaining unit members within two (2) weeks of the employee's reporting to their work site.

#### **Section B     Information on Bargaining Unit Members**

The Employer shall promptly and as soon as feasible notify the Union in writing of the name, title, pay level/step, salary, work location and home address of each new bargaining unit member and in no event later than two (2) weeks after the employee's reporting to their worksite.

#### **Section C     Dues Checkoff**

Pursuant to D.C. Official Code § 1-617.07, the Employer shall deduct dues from the bi-weekly salaries of those employees who execute an appropriate membership/union dues deduction authorization form. The Union shall transmit any dues deduction authorization forms to the OLRCB together with an appropriate D.C. Government transmittal form when such form becomes available. After receipt of written notification from the Employer of name and home address of bargaining unit employees, the Union shall bear the responsibility of providing any applicable legal notices to new members who authorize withholding.

The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining in writing by the appropriate Union official. The amount deducted shall be forwarded to the Union within ten (10) days after each pay day, with a list of employees from whom membership dues was deducted. It is the responsibility of the employees and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received, but in no case will changes be made retroactively.

Dues deduction may be cancelled upon written notice to the Employer on a form acceptable to the D.C. Government, provided such notice is received in the D.C. Office of Labor Relations and Collective Bargaining during a period between sixty (60) and thirty (30) days prior to the annual anniversary date of this Agreement. Any such notice will become effective on the first pay period after each anniversary date.

#### Section D     Service Fees

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 service fee amount (not to exceed Union dues), the Employer shall withhold the requested service fee. The amount deducted shall be forwarded to the Union within ten (10) days after each pay day, with a list of employees from whom the service fee was deducted.

The Union retains the sole responsibility to develop and maintain procedural safeguards required by existing applicable law with regard to the administration of the payments of service fees. The Union shall bear the responsibility of providing any applicable legal notices to service fee payors after receipt of the names and home addresses. The Employer shall promptly provide the name and current home address of each bargaining unit employee who is listed as a service fee payor.

#### Section E     Administrative Fee

The Employer shall deduct \$.10 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted.

#### Section F     Held Harmless

The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the employer as a result of the deduction of dues, service fees or other assessments, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

Section G

When a service fee is not in effect, the Union may require that an employee who does not pay dues or service fees shall pay reasonable costs incurred by the Union in representing such employees in grievances, adverse actions or appeal proceedings within the provisions of the CMPA.

**ARTICLE 5 MANAGEMENT RIGHTS**

Section A Management Rights in Accordance with CMP

The Comprehensive Merit Personnel Act (§ 1-617.08, D.C. Code 2001 ed.) provides the following regarding management rights:

"(a) The respective personnel authorities (management) shall retain 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.

(b) All matters shall be deemed negotiable except those that are proscribed by the subchapter. Negotiations concerning compensation are authorized to the extent provided in §1-617.16."

Section B Exercise of Management Rights

The Employer agrees it will not exercise management rights in an arbitrary or capricious manner.

## **ARTICLE 6 STRIKES AND LOCKOUTS**

### **Section A     Unlawful Strikes**

Under the provisions of the comprehensive Merit Personnel Act (§1-617.05, D.C, Code 2001 ed.), it is unlawful to participate in, authorize or ratify a strike.

### **Section B     Lockouts**

The Employer will not lockout employees from the worksite, except that the Employer retains the right in a strike to close down any facilities to provide for the safety of employees, equipment or the public.

## **ARTICLE 7 UNION FACILITIES RIGHTS**

### **Section A     Meeting Space**

The Union shall, upon request to the Management official designated for such purposes, be granted use of meeting space, as available, for Union business. Whenever practicable, requests shall be made at least five (5) working days, but no less than two (2), before the meeting and shall specify the time of the meeting, expected duration, and the space requested. The Union will be responsible for maintaining decorum and restoring the space to its prior condition.

### **Section B     Bulletin Boards**

1.     The Employer agrees to provide space on existing bulletin boards for the posting of official Union notices. Bulletin board space will be provided at each facility where bargaining unit members are employed. At facilities where bargaining unit members are located in multiple buildings, space on several bulletin boards will be provided. The Union shall limit its postings to the locations provided for that purpose.
2.     Materials posted on bulletin boards must be readily identified as representing the Union, and shall not support or oppose candidates for any public elective office.
3.     The Employer reserves the right, after notification to the Union, and an opportunity for consultation, to remove posted material that does not comply with this Article.

### **Section C     Employee Lists**

Upon a request from the Union, the Employer will furnish the Union with a list of all employees in the bargaining unit, including titles, grades and rate of pay and a list of new and terminated employees, containing the same information.



Section D Copies of Agreement

The cost of photocopying the contract will be divided equally between the Union and Management.

Section E File Cabinet

A locked two (2) drawer file cabinet for Union use shall be made available in one of the agencies covered by this Agreement.

**ARTICLE 8 UNION ACTIVITIES ON WORKING TIME**

Section A Official Time

1. Pursuant to the statutory right and responsibility of the Union to represent bargaining unit employees, representatives of the Union will be granted reasonable official time (i.e., time during working hours and without loss of pay) to investigate, communicate regarding, prepare for, travel to and conduct representational functions under the terms of this Agreement and District of Columbia law. Examples of activities for which official time will be authorized include, but are not limited to:

- a. Labor Negotiations
- b. contacts between employee representatives and employees provided for in the negotiated grievance procedure;
- c. grievance meetings, administrative hearings and arbitration hearings;
- d. disciplinary or adverse action proceedings, if the union is designated as a representative of the employee;
- e. attendance at an examination of an employee who reasonably believes he or she may be the subject of disciplinary or adverse action and the employee has requested representation;
- f. attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement;
- g. attendance at meetings between the Employer and the Union;
- h. attendance at Employer recognized/sponsored activities to which the Union has been invited;
- i. Union-sponsored training that benefits both labor and management, as approved by the Office of Labor Relations and Collective Bargaining (OLRCB);

- j. attendance at meetings between the Union and bargaining unit employees regarding the terms and conditions of employment and compensation;
  - k. other joint labor-management activities benefiting both labor and management;
  - l. to effectuate contacts with officials of government including the Mayor, Council of the District of Columbia, Congress and their staffs;
  - m. any proceeding in which the Union is representing an employee or the Union pursuant to its obligations under relevant contract provisions, regulations, or law;
  - n. posting notices of Union meetings dealing with representational functions.
2. Official time shall not include time spent on internal Union business, including, but not limited to:
- a. attending Union meetings regarding internal Union business;
  - b. soliciting members;
  - c. collecting dues;
  - d. posting notices of Union meetings that involve internal Union business only;
  - e. carrying out internal union elections;
  - f. preparing and distributing internal Union newsletters or other such internal documents;
  - g. preparing for appeals, administrative hearings or arbitration proceedings, except to the extent that it involves activity for which official time is permitted in Section A, above on internal Union matters;
  - h. attending Union sponsored training in excess of hours provided for by Section 11 below.

Section B Visits by Council Representatives

Accredited representatives of the Union who are not employees of the District Government shall have access to the premises of the Employer, except in restricted areas, to conduct business on behalf of the Union, after advance notification to and coordination with the designated Management official, so as to minimize the disruption of work.

Section C     Designated Union Representatives

The Union shall submit a list to the Employer of unit members who are designated representative(s), not to exceed eight (8), and the Agency each representative is designated to represent. The Union shall notify the Employer promptly of changes in the designated representatives and designated representational areas. In the absence of a designated representative, the Union President or designee will designate an alternate and notify Management. Designated representatives shall have the duties described in Section A above.

Section D     Time for Performance of Duties

Designated representatives shall obtain permission from their supervisor or designee prior to leaving their work assignment to properly and expeditiously carry out their duties. A reasonable amount of official time, to be estimated in advance whenever possible will be allowed for such purposes. Official Time Form, attached to this Agreement, will be used for "recording" official time used for the purposes on this form.

When contacting an employee, the designated representative will first obtain permission to see the employee from the employee's supervisor or designee. Such permission will be granted unless the employee cannot be immediately relieved from his/her duties, in which case permission will be granted as soon as possible thereafter.

The same system of obtaining permission, as outlined above, shall apply to employees when visiting Union designated representatives for the purpose of discussing grievances. Requests by designated representatives for permission to meet with employees and/or by employees to meet with designated representatives shall not require prior explanation to the supervisor or designee of the problems involved other than to identify the area to be visited and the general nature of the meeting. A designated representative or employee thus engaged will notify his/her supervisor or designee (if available) upon completion of such duties and return to the job. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a designated representative in the performance of such duties in accordance with this Article.

Section E     Union Leave

Attendance at Union-sponsored conventions, conferences, training or other programs shall be annual leave or leave without pay unless administrative leave has been authorized.

Other leaves of absence for bargaining unit business shall be available upon the discretion of the Employer, in accordance with law and applicable regulations.

## ARTICLE 9 LABOR-MANAGEMENT COMMITTEE

### Section A Joint Labor-Management Committee

A joint Labor-Management Committee shall be established and maintained during the course of this Agreement and shall meet quarterly or as otherwise mutually agreed. The Committee shall be composed of no more than five (5) members each, broadly representative of all parts of the bargaining unit, representing the Union and Management and shall discuss matters concerning labor-management relations, working conditions, terms and conditions of employment, matters of common interest, or any other matter which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that grievances 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 B Meeting Dates

Meeting dates will be set by mutual agreement sufficiently ahead of time to allow compliance with Section C. Individuals with authority to speak with authority on the issues on the agenda will be in attendance.

### Section C Agenda

An agenda, including appropriate items submitted by the Union and the Employer, will be prepared by the Employer seven (7) calendar days prior to such meetings. A brief summary of matters discussed and any understandings reached at all meetings, as well as the positions taken by the parties in a disagreement will be prepared and initialed by both sides, if necessary. Meetings may be cancelled if neither side submits agenda items. Either party may postpone discussion of an agenda item to the next meeting if impracticable to consider or if the complexity of the issue so requires. Recommendations which are agreed upon by both sides will be submitted to appropriate designated officials for consideration. Agency officials to whom recommendations are submitted will provide a written response no later than ten (10) days before the next meeting. Any other officials to whom recommendations are submitted will be requested to provide a written response no later than ten (10) days before the next meeting.

### Section D Subcommittee

There shall be a Labor-Management Subcommittee for each Agency, which shall meet at the request of either party. Additional subcommittees may be established as agreed upon by the parties.

### Section E Meeting Times

Reasonable efforts will be made to schedule Committee and Subcommittee meetings during the working time of all members. Employee members of the labor side who are scheduled to work at the time of the meeting will receive official time (but not overtime) as necessary to attend each

meeting; provided however, that members who are assigned to shift work at a 24-hour facility shall be rescheduled or receive compensation at the straight time rate, as determined by Management, to attend meetings during any shift in which they are not scheduled to work.

## **ARTICLE 10 NON-DISCRIMINATION**

### Section Non-Discrimination A

Neither party will discriminate against any member of the unit on account of race, color, religion, national origin, sex, age, marital status, sexual orientation, physical handicap, or other grounds prohibited by the D.C. Human Rights Act or on account of union affiliation, membership and/or service.

### Section B Discrimination Charges

Charges of discrimination shall be subject to the negotiated grievance procedure as provided below:

1. If a charge of discrimination based upon union affiliation, membership, and/or service of an employee is filed as an Unfair Labor Practice charge and as a grievance pursuant to the negotiated grievance procedure, the Public Employee Relations Board will be requested to stay action on the charge pending a determination through the grievance procedure.
2. Any claim of discrimination covered by the D.C. Human Rights Act which does not involve an alleged violation of some other portion of this contract may not be appealed through the contractual grievance procedure.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### Section A Definition

Grievance shall be defined as a dispute involving an alleged violation, misinterpretation or misapplication of this Agreement.

### Section B Exclusive Procedure

This procedure shall be the exclusive procedure available for consideration of grievances as defined herein, except as provided elsewhere in this Agreement.

- Step 1: The aggrieved employee(s) (or the Union if a grievance involves grievable matters of general applicability or involves more than one employee) shall informally present the grievance to the immediate supervisor or higher level Management official who took, or failed to take, the action which gave rise to the grievance. Grievances must

be presented within twenty (20) working days (Monday through Friday, except holidays) after the date of the act or failure to act, or within twenty (20) working days after the employee (or Union) knew or should have known of the alleged violation. The supervisor or manager will respond within five (5) working days after the grievance is presented to him/her. A Step I grievance does not have to be written; however, a written grievance will be responded to in writing. A written grievance at Step 1 must contain the information required of written grievances at Step 2 and above.

**Step 2:** If a grievance is un-resolved after consideration at Step 1, a formal written grievance may be filed with the appropriate Senior Deputy or Administrator (Health Administrator in Department of Corrections) within five (5) working days after the Step 1 response was received, or was due. Written grievances filed at Step 2 and above shall contain:

1. The date the grieved action occurred.
2. The date the person obtained knowledge of the grieved action.
3. Name and signature of the Council's representative filing the grievance.
4. The signature of the aggrieved employee.
5. The date the grievance is filed.
6. Name of grievant and worksite.
7. Name of Management official with whom grievance was filed.
8. Nature of grievance, and relief requested.
9. Articles and Sections of contract which were violated.

The Administrator/Senior Deputy shall respond in writing within ten (10) working days.

**Step 3:** If the grievance has not been satisfactorily resolved at Step 2, the grievance may be submitted in writing, with attachments of documents and/or decisions at each prior step, to the Department Director within five (5) working days after the response was received or due. The Director will have twenty (20) working days to respond.

**Step 4:** Arbitration: Within twenty (20) working days after the conclusion of Step 3, the Union may invoke arbitration by written notification to the Office of Labor Relations and Collective Bargaining, with a copy of the Department Director. Unless the parties agree otherwise, arbitrators will be selected as follows. If the parties cannot agree within seven (7) working days on the selection of an arbitrator, the Union may request a list of nine (9) labor arbitrators (at least six (6) of whom are on the American Arbitration

Association (AAA) and/or National Academy of Arbitrators (NAA) lists) from the Federal Mediation and Conciliation Service (FMCS) list of arbitrators in the sub-regional area for Washington, D.C. The FMCS shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The parties shall use an alternate strike method to select an arbitrator. The parties will alternate the first strike.

The arbitrator shall be requested to render his or her decision within thirty (30) calendar days after the record is closed.

Expenses for the arbitrator's services and the Proceedings shall be borne equally by the Employer and the Doctors Council. 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 and make copies available without charge to the other party and to the arbitrator. If the parties agree on the need for a verbatim record, they shall share the cost.

The arbitrator shall not have the power to add to, subtract from, or modify any provision in this Agreement. The decision of the arbitrator shall not be inconsistent with the terms of this Agreement.

If agreed to by the parties, disputes concerning procedural arbitrability will be a threshold issue to be decided before a hearing on the merits.

#### Section C     General

1. In the presentation of a grievance, representation of aggrieved employees by a Council representative shall be permitted at each step.
2. A grievant and his/her representative may request and receive a reasonable amount of official time to pursue and present a grievance.
3. The settlement of a grievance prior to arbitration shall not constitute a precedent in the consideration of other grievances unless the parties agree otherwise.
4. Working days under this Article shall mean Monday through Friday, except holidays.
5. All time limits shall be strictly observed unless the parties agree to a different time limit. Extensions will be confirmed in writing, upon request. In computing time limits under this Article, the date the answer is received or due in the Preceding step shall not be counted.
6. Grievances involving Corrective Actions (written reprimands and suspensions of less than ten (10) calendar days) may be contested as a disciplinary grievance pursuant to this article within twenty (20) working days of the effective date of the action. The

grievance shall be filed at the step which involves the person who made the final decision to impose the corrective action.

7. Adverse Actions (suspension often (10) or more calendar days, reduction in grade, and removals) may be grieved through the negotiated grievance procedure or appealed with the Office to Employee Appeals (OEA) within thirty (30) calendar days of the effective date of the action, but not both. If a grievance is filed pursuant to this provision it shall be filed in writing at the step which involves the person who made the final decision to impose the adverse action. The Agency will have thirty (30) days to respond to the grievance.

An employee shall be deemed to have elected his or her remedy when he or she files the grievance in writing in accordance with the provision of this Article or files an appeal with the Office of Employee Appeals (OEA). The effective date of the election shall be determined by the date the employee files a grievance in writing or appeals the action to OEA, whichever event occurs first. The filing of a grievance prior to the issuance of a final agency decision or effective date of an action constitutes an election of the negotiated grievance procedure.

8. As an alternative to arbitration, the parties may submit unresolved grievances to mediation upon such terms as they may agree. Grievances not successfully resolved through mediation may be submitted to arbitration in accordance with this procedure within ten (10) working days after receipt of written notification from either party or the mediator that mediation efforts have terminated.

#### Section D Individual Presentation of Grievances

An employee may bring a grievance to the attention of Management and have the grievance considered without representation by the Council, subject to the following restrictions.

1. The Council is notified and given the opportunity to be present at any meeting between the grievant and Management to consider the grievance.
2. The resolution of a grievance shall not conflict with the provisions of this Agreement.
3. The decision concerning any grievance in which the Council does not represent the grievant shall not be considered precedent.
4. The grievant may represent himself or herself or be represented by a person of his or her choosing, but cannot be represented by any Union other than the Doctors Council.
5. Only the Council or the Employer may utilize the arbitration provision of this Agreement.



## **ARTICLE 12 DISCIPLINE**

### **Section A     Definition**

For the purpose of this Article, the term "corrective action" refers to written reprimands and suspensions of less than ten (10) calendar days. The term "adverse actions" refers to suspensions of ten (10) calendar days or more, reductions in grade and removals under adverse action procedures within the meaning of district personal regulations. Discharge during probation is not a corrective or adverse action and is not covered by this Article. Disciplinary action shall be taken only for just cause.

### **Section B     Procedures**

Consistent with the principle of progressive discipline, disciplinary actions shall be taken in a timely manner and shall be appropriate to the circumstances. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employer shall give ten (10) calendar days advance notice of a proposed corrective action and fifteen (15) calendar days advance notice of a proposed adverse action except in the case of Summary Suspension or Removal. The notice will identify the causes and reasons for the proposed action.

### **Section C     Review of Actions**

Employees may grieve all types of disciplinary actions through the negotiated grievance procedure.

With regards to an "adverse action" an employee may appeal through negotiated grievance procedures in Article 11 or appeal to the Office of Employee Appeals under applicable regulations, but not both. If an employee elects to appeal or grieve an adverse action, he/she shall elect either procedure in writing within thirty (30) calendar days of the effective date of the action.

### **Section D     Use of Prior Disciplinary Actions**

Written reprimands may be cited by the Employer as a prior offense only within one (1) year of the earlier reprimand; a prior suspension or discharge may be cited as a prior offense only within three (3) years from the effective date of the action.

## **ARTICLE 13 ORIENTATION**

Newly appointed medical officers will receive a general orientation regarding employment matters and a specific orientation, which includes topics such as, but not limited to: medical-legal issues, infection control, medical record requirements and laboratory procedures. The Employer reserves the right to determine the content of the program; however, it will be receptive to recommendations from the collective bargaining unit. During the specific

orientation, the Employer will inform bargaining unit members where applicable policies and procedures may be reviewed in their Service or at their worksite. The Employer will provide appropriate material for the orientation. In addition, the Union will be afforded the opportunity to meet separately with newly appointed medical officers within two weeks of the employees reporting to his/her worksite or during the new employee orientation session, whichever occurs sooner, to conduct an orientation to the Union.

## **ARTICLE 14 PERFORMANCE EVALUATION**

### **Section A**

Where bargaining unit members are being evaluated on clinical performance and the official rater is not a professional peer in the field in which the bargaining unit member works, input into the evaluation will be obtained from a professional peer in the member's field and the name of the medical reviewer will appear on the bargaining-unit member's evaluation form or on a paper attached thereto.

When the official rater is not a professional peer in the bargaining unit member's field, at the request of the bargaining unit member, the medical reviewer and rater shall meet with the bargaining unit member prior to the rater signing the evaluation form.

### **Section B**

Before implementing revised performance standards, the Employer shall provide a copy to the employees who would be affected and the Union. The Employer shall consider their comments prior to implementing new standards.

### **Section C**

The Employer agrees to notify the Union and consult concerning appropriate design and procedures, medical protocols, and legal and/or licensing requirements before implementing peer review, peer support or processes affecting bargaining unit members.

## **ARTICLE 15 WORKING CONDITIONS**

### **Section A     Security**

Bargaining unit members shall be provided appropriate security when delivering clinical services. The Employer agrees not to reduce the existing security for doctors delivering clinical services and to enhance the security if possible.

Section B Restrooms

The Employer shall provide adequate restrooms that are reasonably accessible to bargaining unit members.

Section C Locked Storage for Medical Instruments and Equipment

The Employer shall provide locked storage facilities in treatment areas where medical and dental instruments and equipment can be kept.

Section D Clothing

The Employer will provide each bargaining unit member with sufficient white coats or disposable gowns and will make available laundry service for unit members.

Section E Reimbursement for Damages to Employees Clothes or Personal Property

Claims for reimbursement for job-related damage to clothing or personal property will be acted on in accordance with 31 U.S.C. Section 3721.

Section F Physical Examinations and Tests

Physical examinations or tests, including tests for alcohol and drugs may be required by the Employer in order to comply with infection control criteria and requirements as set forth by licensure and regulating agencies or D.C. Law. Prior to requiring any new type of examination or test under this paragraph, the Employer will notify the Union of the basis for such examination or tests and provide a copy of proposed rules, regulations and policies sufficiently in advance of implementation to provide an opportunity to bargain consistent with the requirements of law.

Section G Emergency

In 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.

In the event of an emergency as described above, employees will report to duty (as called) after notification. Failure to report as called may be excused by the responsible Management official for good reason.

Section H Inclement Weather

Those bargaining unit members who are designated as emergency employees are expected to report to work as scheduled in inclement weather or other conditions that make reporting difficult unless individually excused by the responsible Management officials. Call-ins or failure

to report for work will be reviewed on an individual basis by the appropriate Management official in order to determine if leave should be charged.

**Section I      Reimbursement for Transportation and Parking Expenses**

1. Employees authorized to use their personal vehicles in the performance of their official duties shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties. Employees shall be reimbursed for non-commuter parking expenses when such expenses are authorized in advance and incurred in the performance of their official duties.

2. The Employer will reimburse bargaining unit members for transportation expenses (taxi, metro or mileage at the applicable Federal rate) and for parking when they are requested to travel from one site to another and transportation is not provided.

**Section J      Availability of Parking for Bargaining Unit Members**

The Parties agree that, over the course of the contract, the Employer will assess the adequacy of parking for bargaining unit members, particularly those who are required to drive from site to site during the course of their work, provide the union with the opportunity for input, and consider the Union's recommendations for improving parking.

**ARTICLE 16 SUPPLIES, EQUIPMENT AND MEDICATION**

**Section A**

As determined by the responsible Management Officials, the Employer shall provide to bargaining unit members, the equipment, supplies and medication necessary to carry out their duties. Any actual or perceived shortages, defects or deficiencies in equipment or supplies furnished by the Employer shall be brought to the immediate attention of the immediate supervisor. The supervisor will respond as soon as possible, not to exceed five (5) working days, and if the condition is described as an emergency, the supervisor will respond immediately. The Employer will take action to correct a shortage or deficiency in the shortest possible time, or provide another appropriate response.

**Section B**

The Employer will provide necessary protective equipment such as gloves, masks, and goggles/shields.

**Section C**

The Employer shall provide one or more medical emergency kits or crash carts at each treating facility. The Employer shall monitor these items on a regular schedule and keep such kits and

carts fully supplied with unexpired drugs, and up-to-date, functional equipment, including, but not limited to, oxygen.

## **ARTICLE 17 SAFETY**

### **Section A**

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.

### **Section B**

The Employer will make available essential infection control equipment and supplies, provide education and training as necessary and encourage and require its use.

### **Section C**

Any doctor who detects a hazardous condition shall bring the matter to the attention of his/her supervisor. The supervisor shall take appropriate steps to assure that hazardous conditions are corrected, and shall notify the involved doctor(s) of the steps taken.

### **Section D**

Inspections for health endangering contaminants shall be conducted in accordance with the laws, licensure requirements and requirements of regulatory agencies described in Section A above. The Employer shall notify the Union whenever an inspection under this section is scheduled and shall make available to the Union the portions of the report(s) pertaining to the bargaining unit members' worksites.

### **Section E**

Grievances submitted under this Article may be filed at Step 2 of the grievance procedure.

## **ARTICLE 18 DESCRIPTION OF TREATMENT/SERVICES**

To the extent necessary, the Employer shall prepare a statement of dental services to be provided to patients and update the list or statement as appropriate.

## **ARTICLE 19 OFFICES, LOCKERS, LOUNGES AND PATIENT CARE AREAS**

### **Section A**     Offices, Lockers, and Eating Areas

1. The Employer will provide adequate office space for bargaining unit members' use on an individual or shared basis. The Employer agrees it is desirable over the course of the contract to assess the office space available to the bargaining unit members. Such assessment shall be undertaken by the appropriate Labor-Management Committee, who will make recommendations based on its findings.
2. To secure personal belongings the Employer will provide secured lockers or secured areas to bargaining unit members
3. Where on-site eating areas are not otherwise available, the Employer will designate space, separated from treatment areas, suitable for eating lunch.

**Section B     Lounge Areas**

The Employer will provide space equipped with a couch or cot, and with reasonable access to a restroom for bargaining unit members who are required to remain on-site, On-call, or to those held over or called back for extended periods of time in emergency situations.

**Section C     Condition of Patient Care Areas, Offices and Lounges:**

1. The Employer shall ensure that patient care areas are adequately cleaned.
2. The Employer shall provide and repair screens, where required and take appropriate steps for insect and rodent control.
3. The Employer will comply with applicable regulations concerning heating and ventilation. In case of a breakdown or malfunction of heating or air conditioning equipment the Employer will promptly initiate corrective or remedial action.
4. The Employer recognizes the adverse impact of excessively hot or cold conditions on the delivery of patient care and agrees to respond to such conditions and take appropriate action.

**Section D     Corrective Action**

A bargaining unit member who believes that any of the provisions of Section C are not being carried out shall notify his/her supervisor, who shall take prompt corrective action and shall notify the employee involved of the action taken.

Section E Consultation on new Facilities

The Employer will timely notify the Union and consult with the Union upon request concerning the design, layout, and equipment of new or renovated facilities, where bargaining unit employees are or may be assigned.

**ARTICLE 20 PROFESSIONAL DEVELOPMENT**

Section A Continuing Medical Education

1. The Employer encourages bargaining unit members to participate in continuing medical education programs for the purposes of continuing medical education, training conferences and studying and sitting for board examinations. Full-time bargaining unit members shall be afforded the opportunity to take ten (10) days per year of administrative leave with pay for the purpose of Continuing Medical Education (CME), the timing of which shall be based upon the concurrence of the Agency Directors or their designees. Concurrence shall not be unreasonably denied.

2. Part-time employees will be eligible for Participation in the CME Program as follows:

Tour of Duty:	60-79 hours - 64 hours CME
	48-63 hours - 48 hours CME
	8-47 hours - 40 hours CME

3. Requests for administrative leave in excess of the allotted amounts may be granted upon approval of the Agency Directors or their designees.

4.

a. Based upon the availability of funds beyond the amount in the Compensation Agreement, the Employer may pay for tuition, travel, lodging and meals in order to permit attendance at such conferences.

b. Upon request, the Agency Directors or their designees shall provide the Council with a letter detailing funds available for Continuing Medical Education under paragraph

5. Requests for approval of leave or funds under this Section shall be made as far in advance as practicable through supervisory channels. Management shall process requests under this section expeditiously and shall inform the employee of the action taken as soon as practicable.

Section B     Publications and Presentations

When an employee publishes an article in a medical journal and/or presents a paper at a medical meeting, as long as the individual's affiliation with the D.C. Government is indicated in the publication or other presentation, the Employer shall pay/reimburse the costs to publish, if any, and the costs of professional fees, slides and document preparation costs reasonably incurred in conjunction with the Publication/presentation based upon advance approval of the Agency Directors or their designees.

Section     New Skills, Techniques, and Procedures  
C

If the Employer requires that a bargaining unit member obtain new skills, the Employer will pay all reasonable costs associated with obtaining that skill, including providing administrative leave as necessary for that purpose.

**ARTICLE 21 MEDICAL MALPRACTICE INDEMNIFICATION AND LEGAL REPRESENTATION**

Section     Insurance or Indemnification  
A

Bargaining unit members are covered by the Medical Employee Protection Act of 1975, D.C. Official Code Sec. 2-415 (2001 ed.), and the Employer shall, to the extent a bargaining unit member is not covered by appropriate insurance purchased by the District of Columbia, indemnify any bargaining unit member for a final judgment and order to pay money damages entered against the bargaining unit member on account of damage to or loss of property or on account of personal injury or death caused by the negligent act or omission of the bargaining unit member within the scope of his or her employment and performance of professional responsibilities.

Section B     Legal Representation

1.     The Office of the Attorney General shall, upon timely request of the employee, appear and defend any bargaining unit member named in any action involving negligent acts or omission within the scope of his or her employment unless the Attorney General declines to represent him or her. If the Attorney General declines to provide representation, the bargaining unit member will be so advised and may retain private counsel, and shall be reimbursed by the Employer for reasonable attorney's fees (as determined by the court) incurred in defense of the action.

2.     National Practitioner Data Bank

Prior to submitting a report concerning any bargaining unit member to the D.C. Board of Medicine or the National Practitioner Data Bank, the Department will notify the affected doctor of the Department's intention to submit the report and the intended



contents of the report. The doctor shall be given the opportunity to respond prior to submission of any report.

## **ARTICLE 22 REVOCATION, SUSPENSION OR NONRENEWAL OF LICENSE**

Each employee has the obligation to notify the Agency Director, or designee, in writing, concerning any revocation, suspension, nonrenewal or restriction of his/her license as it occurs.

## **ARTICLE 23 OUTSIDE ACTIVITIES**

No member of the bargaining unit shall engage in outside employment or private business activity that conflicts or would appear to conflict with fair, impartial and objective performance of officially assigned duties and responsibilities.

## **ARTICLE 24 PERSONNEL FILES**

### **Section A     Official personnel File**

1. Official personnel files shall be maintained in accordance with District Government regulations concerning records management and privacy of records.
2. An employee and his/her authorized representative shall be permitted to examine his/her official personnel file. The employee or his/her representative shall indicate in writing, to be placed in his/her file, that he/she examined said file.
3. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and the reason for said examination.
4. Employees may have placed in their files, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature.
5. No material related to an employee's performance, 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 and may have a copy upon request. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.
6. Materials used in determining corrective or adverse actions shall be subject to the time limitations as established in Chapter 16 of the District personnel regulations.

Section B Departmental Record

1. Any documents about an employee which are not official personnel records such as attendance or clinical practice reviews, or other material shall be given to employees when prepared.
2. Any document concerning an employee which is retained by supervisory personnel shall be kept in a secure area and will not be available to others except for managerial review, or review by the employee or his/her authorized representative.
3. Upon request, the employee will be given the opportunity to review his file, can respond to the material and can request that material that is outdated be removed.
4. Written material in such departmental files may not be used adverse to the employees' interest unless he/she has been given a copy of the material.

**ARTICLE 25 VACANCIES AND PROMOTIONS**

Notice of vacancies and promotional opportunities, announcements for physician, dentist and podiatrist positions shall be posted in a timely fashion on the DCOP website. Copies of notices of vacancies and promotional opportunities and announcements for positions in the 602 (Medical Officer), 668 (Podiatrist), and 680 (Dentist) positions shall also be sent bye-mail to the Union President in a timely fashion.

Section B

Any unit member who applies for a vacancy will be considered for that position if he/she meets the minimum qualifications.

Section C

Outside candidates (i.e., those not employed by the D.C. government) competing for advertised unit positions must be better qualified than unit members in order to be selected.

Section D

Where all candidates for unit positions have equal qualifications as determined by the Department, the employee with the most service by Service Computation Date shall be selected. In determining equal qualifications, the Employer shall give consideration to experience at the worksite where the position will be located.

## Section E

When a bargaining unit member applies for and is selected for a posted bargaining unit vacancy, he or she will be released from his/her current assignment within a reasonable time after being formally offered and accepting the position.

## **ARTICLE 26 REASSIGNMENTS AND DETAILS**

Details and reassignments shall be in accordance with the DPM and this Article.

### Section B

Bargaining unit members may submit requests for reassignments to other bargaining unit positions for which they qualify. Such requests will be handled and considered in accordance with the applicable personnel regulations.

### Section C

Employees detailed to a position at a higher specialty practice level for more than sixty (60) consecutive calendar days shall receive pay at the higher level effective the first full pay period beginning on or after the sixty-first day. Employees detailed to a position subject to an Additional Income Allowance for more than sixty (60) consecutive calendar days shall be offered the opportunity for AIA effective the first full pay period beginning on or after the first day.

### Section D

Whenever practicable, the Employer will consider requests submitted pursuant to Section B above before any involuntary detail or reassignment of a bargaining unit member is effected.

### Section E

Except in emergencies or when necessary to meet unforeseen staffing or patient care needs, the Employer will give at least two (2) weeks notice of a reassignment or detail

## **ARTICLE 27 HOURS AND DAYS OF WORK**

### Section A Administrative Work Week

The basic administrative work week for full-time employees shall be five (5) eight (8) hour work periods, excluding an unpaid lunch period where applicable, in a seven (7) day period, totaling forty (40) hours; an employee with a regularly scheduled tour of duty of less than forty (40) hours per week is a part-time employee. For both full-time and part-time employees,

completion of professional responsibilities may make it necessary to perform official duties in excess of their administrative work week.

**Section B**     Alternative Work Schedules

1.     If it is determined that to do so will increase efficiency and productivity and will reduce absenteeism with no significant increase in costs, and based on the needs of the department and individual professional responsibilities, alternative work schedules may be established that differ from the traditional tour of duty described above, but shall be related to the forty (40) hour administrative work week or eighty (80) hour pay period. In the event that alternative work schedules are established, any pay for additional hours of work that may be authorized by this Agreement will not begin to accrue until the scheduled work period is completed. An alternative work schedule shall not affect the leave system. Leave will continue to be earned at the same number of hours per pay period as for employees on five (5) day, forty (40) hour schedules and will be charged on an hour-by-hour basis.

2.     Assignment of doctors to any alternative work schedules shall take into account individuals' preferences for such schedules to the maximum extent possible.

3.     Management agrees to notify and consult with the Union prior to establishing new alternative work schedules. If disagreement remains after consultation, a labor-management committee will be established prior to establishing any new alternative work schedules. The recommendations, if any, or the positions of the parties shall be communicated to the appropriate Agency Director who shall provide a written response prior to implementation of any new alternative work schedules.

**ARTICLE 28 SHIFT, WEEKEND AND HOLIDAY SCHEDULING**

**Section A**     Shift Scheduling

1.     In scheduling employees to work weekend days and shifts, the Employer shall grant employee preferences whenever possible. However, in the event that all employees' choices cannot be accommodated, given the needed skills, equitable distribution and seniority shall be the determining factors.

2.     In the event that preferences of employees cannot be accommodated, the work will be rotated among employees with the needed skills. Rotation of involuntary assignments to weekend days and shifts will begin with the least senior employee with the needed skills. The employees involved in the rotation schedule shall be consulted in establishing the schedule. Except in an emergency situation, shift assignments shall be posted at least thirty (30) calendar days in advance of the effective date.

Section B Holiday Scheduling

Holiday work shall be limited according to past practice. In scheduling employees to work holidays, the Employer shall grant employee preferences, whenever possible. However, in the event that all employees' choices cannot be accommodated, given the needed skills, equitable distribution and seniority shall be the determining factors.

**ARTICLE 29 REDUCTION IN FORCE**

The Employer will notify the Union in writing when a reduction in force or furlough is proposed and prior to the request to the Mayor for approval of the RIF or furlough, including the reasons for the contemplated action, and the scope of the contemplated action, including but not limited to affected positions and the proposed competitive area. The Employer will provide the Union with relevant information as it becomes available.

Section B

The Employer shall give the Union a reasonable opportunity to present alternatives to the contemplated RIF or furlough (e.g., job sharing and reduced hours, reassigning employees to vacant positions determined essential, etc.) prior to its implementation.

Section C

The Employer 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 (CMP A).

Section D

The Employer will bargain with the Union regarding the impact and effect of the proposed furlough or reduction in force.

Section E

The Agency shall provide the Union a copy of the approved Administrative Order or equivalent (and any amendments) identifying the competitive area, the positions to be abolished by position number, title, series, grade and organizational location, and the reasons therefore within 2 working days of its issuance.

## Section F

The Agency shall provide the Union a copy of each D.C. Standard Form 52 for each position to be abolished (without indicating the name of the incumbent of the position) within 2 working days of its issuance.

## Section G

No later than the date an Administrative Order for a RIF is issued, the Agency shall provide the Union with a list of its bargaining unit members indicating name, grade, step, salary, title, TOD, Date of Birth, Date of Hire and Service Computation Date, DC Residency and shall provide the Union with a list of its bargaining unit members who will, as of the proposed RIF date be eligible for regular retirement under the CSRS and those who will be eligible for discontinued service retirement as of that date.

## Section H

In the event the agency head is planning to establish a competitive area less than the entire Agency for either a RIF or furlough, the Agency shall provide the Union written notice of the proposed lesser competitive area and the agency justification for the proposed competitive area

## Section I

The Agency shall provide the Union with a copy of the description of the competitive levels for medical officer, dentist and podiatrist positions as soon as it is prepared.

## Section J

The Agency shall provide the Union with a copy of each retention register covering medical officer, dentist and podiatrist positions as soon as it is prepared. The Agency shall provide the Union a copy of the final retention register.

## Section K

The Agency shall give written notice to each employee in accordance with D.C. Official Code § 1 624.08(e).

## Section L

The Employer will notify the Union of any change in the law, regulations or procedures governing reductions in force and furloughs and will, upon request, bargain on the impact and effect on bargaining unit members.

## ARTICLE 30 CONTRACTING OUT

### Section A

It is mutually agreed that it is desirable for the Employer to employ and retain medical staff as regular full-time or part-time employees for the D.C. Government.

### Section B

1. Except as provided in Section C, in the event a bargaining unit member vacates a position, the Employer shall first attempt to fill the position through documented recruitment efforts to employ a person as a regular full-time or part-time employee to perform that work.
2. The Employer shall consult with the Union to improve recruitment efforts, including working through professional organizations to facilitate the staffing of hard to fill positions in the bargaining unit and reduce to the extent possible, the need to contract for medical officer services in agency programs.

### Section C

The Employer does not need to attempt first to recruit under Section B if the Employer can demonstrate that recruiting is not practicable for reasons such as the duration of the work too short to justify filling the position with a regular full-time or part-time employee, there is an immediate need requiring filling of the position temporarily or pending completion of a recruitment process of where documented recent recruitment efforts for a particular specialist indicates the futility of attempting further recruitment efforts.

### Section D

The Employer will notify the Union at least 30 days in advance when it intends to contract out work previously done by a bargaining unit employee and will consult with the Union on alternate ways of meeting the need(s). The Employer will give written explanation to the Union of the reasons for contracting out and will consult with the Union on measures to reduce any adverse impact on bargaining unit members. The impact and effects of contracting out is a mandatory subject of bargaining.

### Section E

The Employer agrees that any contracting out the work performed by a member of the bargaining unit will comply with the D.C. Code and applicable regulations and this agreement.

### Section F

Contracting-out for the purposes of this agreement, means the process in which the District government contracts for a good or service that has been provided (prior to contracting out) by

bargaining unit employees. In the event that the Employer intends to contract-out, the Employer shall comply with the requirements of D.C. Official Code §2-301.05b(a)-(e) prior to entering into a contract.

## **ARTICLE 31 ANNUAL LEAVE AND SICK LEAVE**

### **Section A**

Entitlement, scheduling and use of annual, sick or other leave shall be in accordance with the CMPA, applicable DPM provisions and the "Compensation Agreement between the District of Columbia Government and the Doctors Council of the District of Columbia Representing Compensation Unit 19".

### **Section B**

1. An arbitrary maximum limit will not be placed on the amount of annual leave that can be used at one time; but the Employer retains the right to grant or deny annual leave requests based on factors such as staffing needs created by illness, emergency or other unforeseen events, workload requirements and leave requests from other employees. The Employer shall respond promptly to leave requests.
2. Restoration of annual leave shall be in accordance with applicable DPM provisions. Employees are to request and supervisors are to schedule annual leave for employees with "Use or lose" leave as early in the leave year as practicable.

### **Section C**

Sick leave shall be requested and granted in accordance with the CMP A and applicable DPM provisions. Bargaining unit members are eligible to donate a portion of their annual leave to the Annual Leave Bank for use by employees confronted with medical emergencies and to apply to become a leave recipient under the terms of the DPM provision on the Annual Leave Bank.

### **Section D**

Under the Voluntary Leave Transfer Program, a bargaining unit member may transfer accrued annual leave to the account of any eligible Agency employee who is confronted with a serious health condition or has the responsibility to provide personal care to an immediate relative; and a bargaining unit member may apply to become a recipient employee under the Voluntary Leave Transfer Program.

## **ARTICLE 32 IMPROVED BENEFITS**

### **Section A**

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



## **ARTICLE 33 FINALITY OF AGREEMENT**

### **Section A**

This Agreement represents the complete agreement of the Parties with respect to all matters which were or could have been negotiated. Matters not referred to in the Agreement shall be provided in accordance with law. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of this Agreement except upon mutual agreement

### **Section B**

When action by the Employer on a term or condition of employment not covered by this agreement directly impacts on the conditions of employment of unit members such action shall be a proper subject of negotiation, in accordance with D.C. Code, § 1-617.01, et. seq.

## **ARTICLE 34 SAVINGS CLAUSE**

### **Section A**

In the event that a court of competent authority or other competent authority shall at any time declare any provision of this Agreement invalid, 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. In the event any provision is invalidated under this Article, such provision shall be renegotiated at the request of either party.

### **Section B**

In the event of action by the President or Congress of the United States that has been determined to render any provision(s) of this Agreement invalid, any affected provision(s) will be subject to immediate renegotiations.

## **ARTICLE 35 DURATION**

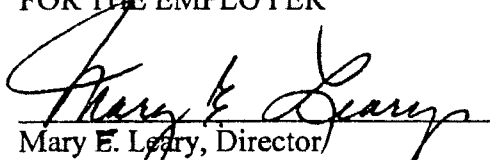
This Agreement shall remain in effect to and including September 30, 2009. The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice by a party of its desire to renegotiate the agreement: such notice to be given during the period 120 days to 90 days prior to the first date of a fiscal year, for the purposes of negotiating a non-compensation agreement for the subsequent fiscal year (e.g., for the purpose of negotiating a non-compensation agreement for FY 2010, notice would be served 120 to 90 days prior to the first day of FY 2009).

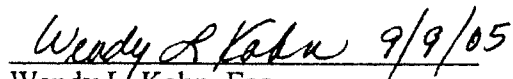
In the event that a timely notice to modify the provisions of this Agreement has been served, but the parties have not negotiated a successor contract as of September 30, 2009, it is hereby agreed that all of the provisions of this Agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the appropriate procedures under the Comprehensive Merit Personnel Act.

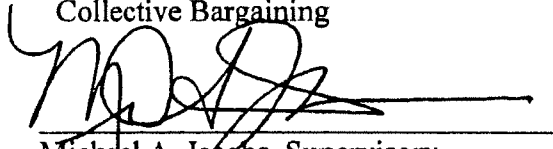
Signed in Washington, D.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

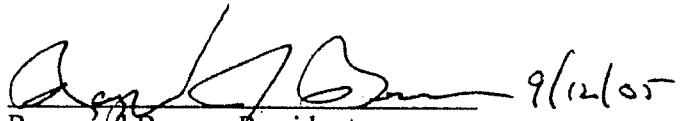
FOR THE EMPLOYER


FOR THE UNION

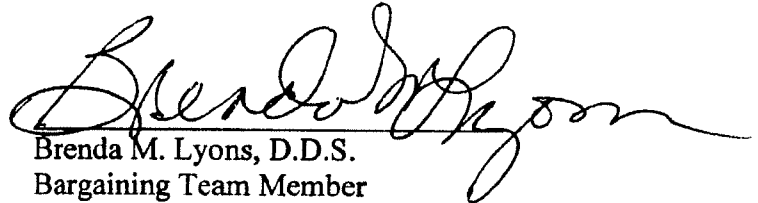
  
Mary E. Leary, Director  
Office of Labor Relations and  
Collective Bargaining

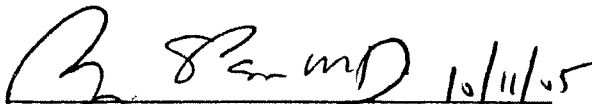
 9/9/05  
Wendy L. Kahn, Esq.  
Chief Negotiator


  
Michael A. Jacobs, Supervisory  
Labor Relations Officer  
Office of Labor Relations and  
Collective Bargaining

 9/12/05  
Raymond Brown, President  
Doctors Council of D.C.

  
Debra Allen-Williams  
Labor Relations Officer  
Office of Labor Relations and  
Collective Bargaining

  
Brenda M. Lyons, D.D.S.  
Bargaining Team Member

 10/11/05  
Gregg Pane, M.D., Director  
Department of Health

  
Bernadine Booker Brown, Labor Liaison  
Department of Health

*Patricia Higgins*

Patricia Higgins  
Department of Health

*Yvonne Gilchrist*

Yvonne Gilchrist, Director  
Department of Human Services

*Barbara Bailey*

Barbara Bailey, Labor Liaison  
Department of Human Services

*Kim Trawick*

Kim Trawick, Labor Advisor  
Department of Human Services

*Vincent Schiraldi*

Vincent Schiraldi, Director  
Department of Youth Rehabilitative  
Services

*Marie-Pierre Louis*

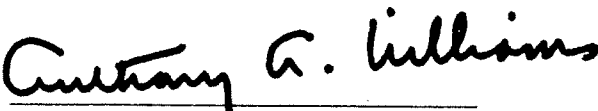
Marie Pierre-Louis, M.D., Chief  
Office of the Chief Medical Examiner

*Beverly Fields*

Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner

APPROVAL

This Collective Bargaining Agreement between the District of Columbia Government and the Doctors Council of the District of Columbia dated September 9<sup>th</sup>, 2005 has been reviewed in accordance with §1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978, as amended, D.C. Official Code § 1-617.15(a) (2001 ed.), and is hereby approved this 27<sup>th</sup> day of October, 2005.



Anthony A. Williams  
Mayor



REPRESENTATIONAL FUNCTIONS OF OFFICIAL TIME (Activity)

1	Labor negotiations.
2	Contacts between employee representatives and employees provided for in the negotiated grievance procedure.
3	Grievance meetings and arbitration hearings.
4	Disciplinary or adverse action meetings, if the Union is designated as representative of the employee.
5	Attendance at an examination of an employee who reasonably believe he or she may be the subject of a disciplinary or adverse action and the employee has requested representation.
6	Attendance at board or other committee meetings on which the Union representatives are authorized membership by the Employer or the Agreement.
7	Attendance at meetings between the Employer and the Union.
8	Attendance at agency recognized/sponsored activities to which the Union has been invited.

Distribution: Original to Office of Labor Relations & Collective Bargaining  
 Copy kept by Supervisor & Union Representative

**COMPENSATION COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**AND**

**DOCTORS COUNCIL OF THE DISTRICT OF COLUMBIA**

**REPRESENTING COMPENSATION UNIT 19**

**EFFECTIVE THROUGH**

**SEPTEMBER 30, 2009**

**TABLE OF CONTENTS**

**PREAMBLE** ..... 3  
**ARTICLE 1 WAGES** ..... 3  
**ARTICLE 2 SPECIAL PAY** ..... 6  
**ARTICLE 3 OVERTIME** ..... 6  
**ARTICLE 4 ON-CALL PAY** ..... 7  
**ARTICLE 5 BENEFITS** ..... 9  
**ARTICLE 6 CONTINUING MEDICAL EDUCATION** ..... 18  
**ARTICLE 7 GRIEVANCES** ..... 18  
**ARTICLE 8 FINALITY OF AGREEMENT** ..... 18  
**ARTICLE 9 SAVINGS CLAUSE** ..... 18  
**ARTICLE 10 DURATION** ..... 18



## **PREAMBLE**

This Compensation Agreement is entered into between the Government of the District of Columbia and the Doctors Council of the District of Columbia, NUHHCE, AFSCME, AFL-CIO, representing a unit of employees comprising Compensation Unit 19 (Physicians, Dentists and Podiatrists) previously certified by the Public Employee Relations Board ("PERB") in PERB Case No. 88-R-12, dated January 5, 1989, PERB Case No. 92-R-01, dated January 10, 1992, and PERB Case No. 96-AC-01 (1996).

## **ARTICLE 1 WAGES**

### **Section A: Fiscal Year 2005 - Revised Salary Schedule**

1. Effective the first full pay period on or after April 1, 2005, all current Compensation Unit 19 salary schedules in effect as of March 31, 2005 shall be abolished and replaced by the Revised Salary Schedule that is attached hereto as Appendix A.
2. Effective the first full pay period on or after April 1, 2005, the grade and step of each bargaining unit member actively employed on April 1, 2005, shall be changed to the appropriate grade and the step on the Revised Salary Schedule (Appendix A) based on each employee's classification, current post-training experience as indicated by the incumbent's current step placement and relevant board certifications, provided however that no employee covered by this Agreement will realize any loss in base pay as a result of the implementation of the Compensation Unit 19 Revised Salary Schedule. The LEI date (last equivalent increase) date for all bargaining unit employees will be reset to the payroll period start date for the first pay period beginning on or after April 1, 2005.
3. Each bargaining unit member shall receive an increase in gross pay of at least three percent (3%) of the employee's base salary as of March 31, 2005.

### **Section B: Fiscal Year 2006**

Effective the first day of the first full pay period beginning on or after January 1, 2006, the Compensation Unit 19 Salary Schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 19, shall be increased by three percent (3%), in accordance with past methods of increasing base salary schedules.

### **Section C: Fiscal Year 2007**

Effective the first day of the first full pay period beginning on or after October 1, 2006, the Compensation Unit 19 Salary Schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 19, shall be adjusted by three percent (3%), in accordance with past methods of increasing base salary schedules.

**Section D: Fiscal Year 2008**

Effective the first day of the first full pay period beginning on or after December 1, 2007, the Compensation Unit 19 Salary Schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 19, shall be adjusted by three and one-half percent (3.5%), in accordance with past methods of increasing base salary schedules.

**Section E: Fiscal Year 2009**

Effective the first day of the first full pay period beginning on or after October 1, 2008, the Compensation Unit 19 Salary Schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 19, shall be adjusted by four percent (4%), in accordance with past methods of increasing base salary schedules.

**Section F: Definitions**

1. As referenced in this document and any attachments, the term "fully trained" shall be defined as follows:
  - a. Physicians: Graduated from an approved residency or fellowship training program. Approved residency or fellowship training programs are those American residency or fellowship programs approved by the Accreditation Council for Gradual Medical Education (ACGME), the Residency Review Committee for Pediatrics, the Residency Review Committee for Emergency Medicine, or other appropriate authority or those Canadian training programs approved by the Royal College of Physicians and Surgeons of Canada, the College of Family Practice Physicians and Surgeons of Canada or other appropriate Canadian medical authority; or experience and/or training programs which are generally accepted to be equivalent to an ACGME approved residency or fellowship program and/or specifically approved and accepted by the relevant licensing board.
  - b. Dentists: Graduated with a degree in dental surgery (D.D.S.) or dental medicine (D.M.D.) from a U.S. or Canadian school approved by the Council on Dental Education, American Dental Association, or an equivalent degree from another dental school, provided the education and knowledge acquired are substantially equivalent.
  - c. Podiatrists: Graduated from a school of podiatric medicine approved by the American Podiatry Association in the year in which the degree was granted.

### **Section G: Classification Collaborative Review**

The Parties hereby agree that the District and the Union shall commence a joint labor and management classification collaborative review. This project shall examine the current classification system for bargaining unit positions in order to ensure the appropriateness of the District's current classification system for bargaining unit positions. The parties agree that changes agreed upon by the parties shall upon agreement, be implemented consistent with the terms of parties' agreement.

### **Section H: Additional Income Allowance – Relevant Board Certifications, Training and Experience**

Bargaining unit employees may be eligible to receive an "Additional Income Allowance" in accordance with Chapter 11, § 1143 of the District Personnel Manual (DPM), and when an agency desires that a member provide additional services based on skills gained through board certifications(s) and/or training or experience which was not previously credited at the time of appointment (or thereafter) or is required for the performance of the duties of the employee's official position of record.

An additional income allowance may be provided for additional board certifications and training or experience only when it is determined by the agency that the employee's use of such certifications and training or experience will enhance the accomplishment of the agency's mission and/or allow the agency access to services that would normally or customarily be obtained through non-bargaining unit sources and may include, but is not limited to, services related to clinical leadership/education which are in addition to the duties customarily required or assigned as part of the employee's official position. The additional income allowance may be provided only after it is approved by the personnel authority in accordance with Chapter 11 of the DPM.

Consistent with § 1143.17 of Chapter 11 of the DPM, upon approval of an additional income allowance by the personnel authority, each agency head shall notify each employee offered the additional income allowance of his or her obligation to enter into a service agreement as a condition of accepting the allowance. Each service agreement executed for an additional income allowance shall comply with the requirements set forth in § 1143.19 of the DPM.

Whenever an agency is contemplating offering an Additional Income Allowance involving a bargaining unit position, the agency shall give written notification to the Union of the reasons supporting the offer and the intended amount. Such notification shall be given prior to any offer being made in sufficient time to obtain appropriate input from the Union. The agency shall promptly provide the Union with a copy of each request submitted by the agency for authorization to pay an AIA and a copy of each executed service agreement.

## **ARTICLE 2 SPECIAL PAY**

### **Section A:**

Employees will be eligible for Special Pay as described in this Article.

### **Section B:**

Employees who are assigned to tours of duty that include evenings or night shifts, Sundays, or Holidays will receive premium pay for such scheduled hours worked, as follows:

Evening and Night: Ten Percent (10%) for regularly scheduled work performed between 6:00pm and 6:00am.

Sundays: Twenty-five percent (25%) for full-time employees for regularly scheduled hours worked on a Sunday.

Holidays: If required-to-work on a legal-holiday falling within the regular work week, in addition to straight time pay for the holiday, the employee will receive premium pay at the scheduled hourly rate for regularly scheduled hours worked.

### **Section C:**

There shall be no pyramiding of premium pay paid pursuant to this Article, nor shall there be pyramiding of premium pay with pay for additional hours of work authorized by this Agreement. Employees receiving Sunday premium pay will not be eligible for shift premium for the same hours. Premium pay shall not constitute an increase in basic pay nor be considered as part of basic pay for any purpose.

## **ARTICLE 3 OVERTIME**

### **Section A:**

Employees shall be eligible to earn overtime pay as follows:

1. Employees required to work in excess of their administrative work week or alternative work schedule, including call-backs, will receive compensation for additional hours actually worked under the following conditions:

a. Additional hours of work must be authorized or approved by the Employer, who shall certify in writing that the extra work (a) was medically necessary, (b) was directly related to patient care

responsibilities, (c) required the personal professional attention of the employee, and (d) could not have been performed during the employee's regularly scheduled hours of work.

b. Pay for more than twenty (20) hours of overtime in a pay period must be authorized or approved by the Agency Director or his/her designee.

**Section B:**

Overtime compensation will be paid for all hours actually worked in excess of forty (40) hours in a work week (or eighty (80) hours for employees on an alternative work schedule based on an eighty (80) hour pay period).

**Section C: Call-Back Pay**

A minimum of four (4) hours overtime work shall be credited to any unit employee who is called back to perform unscheduled overtime work either on a regular workday after he/she had completed his/her regular work schedule and left his/her place of employment, or on one (1) of the days he/she is off duty.

**Section D:**

Pay for additional hours worked pursuant to the above shall not constitute an increase in basic pay nor be considered part of basic pay for any purpose.

**Section E:**

Upon mutual agreement, employees may receive compensatory time on an hour-for-hour basis for overtime hours worked in lieu of the overtime payment described above.

**ARTICLE 4 ON-CALL PAY**

**Section A:**

Each agency shall designate bargaining unit positions for which on-call pay is authorized. Positions for which on-call pay is authorized, may be designated based on the following conditions:

- (1) The work involved in the position is vital to:
  - (a) Continuity of public health and human services;
  - (b) Public safety and law enforcement;

- (c) Emergency management services and emergency medical services; or
- (d) Other crucial operations such as transportation, shelter operation, food distribution, and communication; and

(2) The work of the position requires the incumbent, when otherwise off duty, to be available to report for work on short notice, within a maximum of one (1) hour or such lesser time as the agency deems warranted by the nature of the position. Provided, however, where an employee has notified the agency in advance of the assignment of the inability to report for duty within an hour, the employee shall report within the time frame established by the Agency.

**Section B:**

For an employee to be eligible to receive on-call pay, all of the following conditions must be met:

- (1) He or she must occupy a position for which on-call pay has been authorized;
- (2) The agency must have placed the on-call time on the employee's official work schedule on a holiday or outside the employee's scheduled tour of duty;
- (3) The employee must be required to be in a state of readiness to perform work; and,
- (4) When called in, the employee must be able to report for work within the time frame established by the agency.

**Section C:**

Except as provided in Section D, while in an on-call status, an employee shall be entitled to pay at a rate equal to twenty-five percent (25%) of his or her rate of basic pay, payable on an hour-for-hour basis, in increments of one-quarter (¼) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

**Section D:**

A bargaining unit employee on a regularly established on-call schedule shall be compensated at a rate of forty percent (40%) of his/her basic rate of pay for each hour the employee is scheduled for on-call. For the purpose of this Agreement, "regularly established on-call schedule" is defined as the practice of regularly scheduling an employee for on-call duty by placing the employee on an agency on-call schedule which is usually regularly established each pay period. An employee on a regularly established

on-call schedule shall be accessible via telephone or other means of communication and/or available to report for work on short notice, within a maximum of one (1) hour or such lesser time as the agency deems warranted by the nature of the position. Provided however, where an employee has notified the agency in advance of the assignment of the inability to report for duty within an hour, the employee shall report within the time frame established by the agency.

As of the date of execution of this agreement it is understood that all of the bargaining unit positions in the Office of the Chief Medical Examiner are assigned to be on-call pursuant to a regularly established on-call schedule. Prior to an agency initiating a regularly established on-call schedule affecting any other bargaining unit position(s), the agency shall give written notice to the Union and the employee(s) of the proposed schedule, and a description of the circumstances of on-call.

**Section E:**

When an employee who is in an on-call status is called in or according to mutually agreed upon criteria performs work, he or she shall be credited with a minimum of two (2) hours of work time.

**Section F:**

On-call pay may not be provided nor may an employee be placed in an on-call status while on paid leave.

**Section G:**

On-call pay shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

**Section H:**

Upon mutual consent of the Employee and the Agency, time off may be substituted for part or all of the compensation under this paragraph.

**ARTICLE 5 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 office 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 Unit 19 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 Unit 19 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 advanced request.

4. The District shall provide an employee a health services program that provides treatment, counseling and preventive health programs consistent with its obligations under D.C. Official Code § 1 620.07 (2001 ed.).

**Section C: Optical And Dental:**

1. Except as provided in paragraph 2, the Employer will continue to pay premiums at the same rate currently paid to the optical and dental plan providers of the Union-approved programs currently applicable to the bargaining unit.

2.

(a) During the term of this Agreement, the Union may elect coverage under the Optical and/or Dental plans in effect for District employees in Compensation Unit 1 under the personnel authority of the Mayor ("District Plans"). Should the Union elect to participate in the Optical and/or Dental District Plans as offered by the District Government, the Employer will pay the same premiums paid for other unionized District

employees covered by the District Plans. Benefit levels of the District Plans shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carriers.

(b) 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 Unit 19 representatives notice of the proposed additions.

3. Bargaining unit employees are required to execute an enrollment form in order to participate in the District Optical and Dental Plans.

4. In the event the Union elects to participate in the District's Optical and/or Dental Plan as described in Paragraph 2, in consultation with the Union, the Employer shall provide information to the bargaining unit employees about the Plans' terms, benefits, and providers and any changes thereto. The Employer shall assist employees in the unit and the Union in making a transition from the current plans to the District Plan(s), including providing assistance in the enrollment process.

**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 one (1) day of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative. In addition, the Employer shall grant an employee's request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer's discretion.

However, requests for leave shall be granted unless the Agency's ability to accomplish its work would be seriously impaired.

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

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

#### 4. **Family and Medical Leave**

a. The District of Columbia Family and Medical Leave Act (D.C. FMLA) of 1990, D.C. Official Code § 32-501 et. seq. (2001 ed.) is applicable to any District of Columbia government employee who has been employed for one year without a break in services and has been in pay status for at least 1000 hours during the 12-month period immediately preceding the request for family or medical leave.

b. The D.C. FMLA entitles eligible employees to 16 weeks unpaid family leave over a 24-month period for the birth of a child or the placement of a child in the employee's care, or to care for a family member with a serious health condition;

c. The D.C. FMLA entitles eligible employees up to 16 weeks of unpaid medical leave over a 24-month period when the employee is unable to perform his or her job because of serious health condition. The request for medical leave must be supported by a certification of the serious health condition issued by the employee's health care provider.

d. An employee may use paid leave during the 16-week period consistent with D.C. Office of Personnel policy.

5. **Other Leaves (Without Pay):** Leaves of absence without pay for a limited period may be granted by the agency if requested in advance and in writing.

**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.

The Employer will notify the Union prior to submitting any request for Early Out Retirement authority in any Department where bargaining unit members are employed. Upon request, the Employer shall meet and bargain concerning the impact of such request, including the exclusion and/or inclusion of Medical Officer, Dental Officer and Podiatrist positions in the request.

**2. DEFINED CONTRIBUTION PENSION PLAN:**

(a) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(b) 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. Employees are fully vested after five years of participation in the plan.

(c) 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.

**3. DEFERRED COMPENSATION PROGRAM:**

As prescribed by §1-626.05 and related Chapters of the D.C. Official Code (2001 Edition), all District Government employees covered by this agreement shall be eligible to participate in the District's Deferred Compensation Program. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

**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) Memorial Day, the last Monday in May of each year;
- (e) Independence Day, July 4th of each year;
- (f) Labor Day, the 1st Monday in September of each year;
- (g) Columbus Day, the 2nd Monday in October of each year;
- (h) Veterans Day, November 11th of each year;
- (i) Thanksgiving Day, the 4th Thursday in November of each year;
- (j) Christmas Day, December 25th of each year;  
and
- (k) Inauguration Day (January 20th of each 4th year, starting in 1981).

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.

**Section K:**

Compensation Unit 19 may send one delegate to participate in the Compensation Units 1 and 2 Labor-Management Benefits Committee, provided that such arrangement is not objectionable to Compensation Units 1 and 2. The Employer shall promptly provide the Union president a copy of materials provided to, and those generated by, members of the Compensation Units 1 & 2 Labor-Management Benefits Committee, if such materials impact the benefits of bargaining unit members.

The Employer will consult with the Union concerning proposals to change the health insurance, life insurance and retirement programs applicable to the bargaining unit members.

**Section L:**

In the event the Employer proposes improvements in any of the benefits in Section A-J or proposes adding new benefits generally applicable to employees under the personnel authority of the Mayor, the Employer shall notify the Union of the bargaining unit members' eligibility for such benefits and shall consult with the Union concerning the proposal(s).

## **ARTICLE 6 CONTINUING MEDICAL EDUCATION**

The Employer shall reimburse each bargaining unit doctor \$750.00 per fiscal year for expenses incurred in conjunction with continuing medical education, training conferences, or board examinations.

## **ARTICLE 7 GRIEVANCES**

The Compensation Agreement shall be incorporated by reference into the working conditions agreement in order to utilize the grievance/arbitration procedure in that agreement to consider alleged violations of this Agreement.

## **ARTICLE 8 FINALITY OF AGREEMENT**

This Agreement represents the complete agreement of the Parties with respect to all compensation matters which were or could have been negotiated. Compensation matters not referred to in the Agreement shall be provided in accordance with law. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of this Agreement except upon mutual agreement.

## **ARTICLE 9 SAVINGS CLAUSE**

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent authority or 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. In the event any provision is invalidated under this Article, such provision shall be renegotiated at the request of either party.

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

In the event of action by the President or Congress of the United States, which results in any change in relationship or status as between the Federal Government and the Government of the District of Columbia, any directly affected contract provision will be subject to immediate renegotiation.

## **ARTICLE 10 DURATION**

This Agreement shall remain in effect to and including September 30, 2009. The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice by a party of its desire to renegotiate the agreement: such notice to be given during the period 120 days to 90 days prior to the



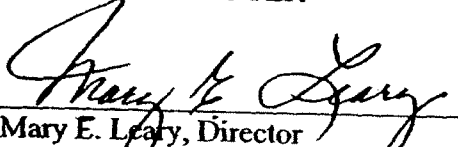
first date of a fiscal year, for the purposes of negotiating a compensation agreement for the subsequent fiscal year (e.g., for the purpose of negotiating a compensation agreement for FY2010, notice would be served 120 to 90 days prior to the first day of FY2009).

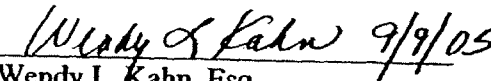
In the event that a timely notice to modify the provisions of this Agreement has been served, but the parties have not negotiated a successor contract as of September 30, 2009, it is hereby agreed that all of the provisions of this Agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the appropriate procedures under the Comprehensive Merit Personnel Act.

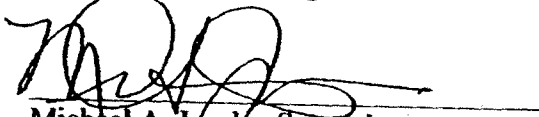
Signed in Washington, D.C., this 11<sup>th</sup> day of October, 2005.


FOR THE EMPLOYER

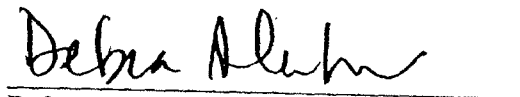
FOR THE UNION

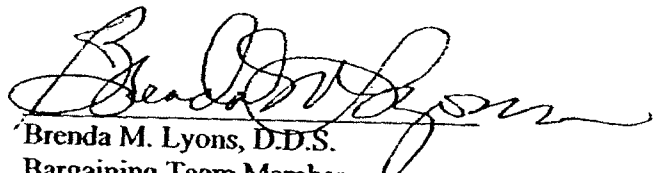
  
Mary E. Leary, Director  
Office of Labor Relations and  
Collective Bargaining

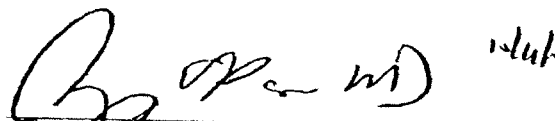
 9/9/05  
Wendy L. Kahn, Esq.  
Chief Negotiator


  
Michael A. Jacobs, Supervisory  
Labor Relations Officer  
Office of Labor Relations and  
Collective Bargaining

 9/12/05  
Raymond Brown, President  
Doctors Council of D.C.

  
Debra Allen-Williams  
Labor Relations Officer  
Office of Labor Relations and  
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*Patricia Higgins*

Patricia Higgins  
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*Yvonne Gilchrist*

Yvonne Gilchrist, Director  
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*Barbara Bailey*

Barbara Bailey, Labor Liaison  
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Kim Trawick, Labor Advisor  
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*Vincent Schiraldi*

Vincent Schiraldi, Director  
Department of Youth Rehabilitative  
Services

*Marie-Pierre-Louis, M.D.*

Marie Pierre-Louis, M.D., Chief  
Office of the Chief Medical Examiner

*Beverly Fields*

Beverly Fields, Labor Liaison  
Office of the Chief Medical Examiner

**APPROVAL**

This Compensation Collective Bargaining Agreement between the District of Columbia Government and the Doctors Council of the District of Columbia dated September 9<sup>th</sup>, 2005 has been reviewed in accordance with §1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978, (§ 1-617.15(a), D.C. Official Code 2001 Ed.), and is hereby approved this 27<sup>th</sup> day of October, 2005.

Anthony A. Williams  
Anthony A. Williams