

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA NURSES ASSOCIATION

AND

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

EFFECTIVE UNTIL SEPTEMBER 30, 2009

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PREAMBLE

SECTION A:

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

SECTION B:

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

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

SECTION C:

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

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

RECOGNITION

SECTION A:

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

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

SECTION B:

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

SAVINGS

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

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

DURATION

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

FINALITY OF AGREEMENT

The Parties acknowledge that this Agreement represents the complete agreement of the Parties arrived at as a result of negotiations during which both had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties.

PART I: NON-COMPENSATION

ARTICLE 1: MANAGEMENT RIGHTS

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

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

ARTICLE 2: UNION SECURITY AND DUES DEDUCTIONS

SECTION A:

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

SECTION B:

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

SECTION C:

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

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

SECTION D:

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

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

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

SECTION E:

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

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

SECTION F:

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

SECTION G:

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

ARTICLE 3: EMPLOYEE LISTS

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

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

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

ARTICLE 4: UNION RIGHTS

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

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

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

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

SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES

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

SECTION C: BULLETIN BOARDS

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

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

ARTICLE 5: BARGAINING UNIT REPRESENTATIVES

SECTION A: BARGAINING UNIT REPRESENTATIVES

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

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

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

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

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

SECTION F:

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

1. Preparation and presentation of grievances and appeals.

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

SECTION G:

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

SECTION H:

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

SECTION I:

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

ARTICLE 6: DISCRIMINATION

SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

SECTION B: SEXUAL HARASSMENT

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

ARTICLE 7: STRIKES AND LOCKOUTS

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

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

ARTICLE 8: ORIENTATION

SECTION A: GENERAL ORIENTATION

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

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

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

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

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

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

SECTION B: STAFFING PATTERN

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

SECTION C: UTILIZATION

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

SECTION D: ORIENTATION MATERIALS

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

SECTION E: UNION ORIENTATION

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

SECTION F: AGENCY REFERRALS

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

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

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

ARTICLE 9: LABOR-MANAGEMENT COMMITTEE

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

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

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

ARTICLE 10: MERIT PROMOTION

SECTION A:

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

SECTION B: POSTING:

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

SECTION C:

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

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

SECTION D:

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

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

SECTION E:

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

ARTICLE 11: WORK SCHEDULE

PART 1: WORK SCHEDULES FOR EMPLOYEES IN CLINICAL WORK AREAS

SECTION A: POSTING OF WORK SCHEDULES

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

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

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

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

SECTION B: GUARANTEE OF WEEKENDS OFF

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

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

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

SECTION A: SHIFT SCHEDULING

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

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

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

SECTION B: WORKWEEK

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

PART 3:

SECTION A: ALTERNATIVE WORK SCHEDULES

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

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

SECTION B: LUNCH

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

SECTION C: NEW PROGRAMS AND SERVICES

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

SECTION D: EMERGENCY SITUATIONS

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

SECTION E: FLEXIBLE SCHEDULE ARRANGEMENTS

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

ARTICLE 12: VACATION SCHEDULES

SECTION A: VACATION AND HOLIDAY TIME

Vacation Time - Annual Leave:

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

Holiday Time:

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

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

SECTION B: ANNUAL LEAVE (THREE DAYS OR LESS)

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

SECTION C: GENERAL PROVISIONS

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

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

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

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

ARTICLE 13: ADMINISTRATION OF OVERTIME

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

ARTICLE 14: OFFICIAL TRAVEL

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

SECTION G:

Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 U.S.C. § 3721).

SECTION H:

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

SECTION I:

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

ARTICLE 15: GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A: GENERAL

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

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

SECTION B: PROCEDURE

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

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

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

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

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

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

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

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

SECTION C: ARBITRATION

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

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

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

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

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

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

ARTICLE 16: CORRECTIVE OR ADVERSE ACTIONS

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

SECTION G:

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

ARTICLE 17: PERSONNEL FILE

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

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

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

ARTICLE 18: EDUCATION

SECTION A:

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

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

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

SECTION B: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

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

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

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

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

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

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

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

SECTION C:

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

ARTICLE 19: REDUCTION IN FORCE/FURLOUGH

SECTION A:

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

SECTION B:

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

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

ARTICLE 20: TRANSFERS

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

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

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

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

ARTICLE 21: FLOATS

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

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

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

ARTICLE 22: CONTRACT NURSE SERVICES

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

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

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

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

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

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

ARTICLE 23: HEALTH AND SAFETY

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

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

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

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

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

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

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

ARTICLE 24: INCLEMENT WEATHER

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

ARTICLE 25: EQUIPMENT AND SUPPLIES

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

ARTICLE 26: PROFESSIONAL PRACTICE

SECTION A: NON-NURSING DUTIES

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

SECTION B: JOB DESCRIPTION

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

SECTION C: POLICY MANUALS

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

SECTION D: SUBJECT MATTER OF MEETINGS

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

SECTION E: ASSIGNMENTS TO DUTIES REQUIRING SPECIAL TRAINING OR EXPERIENCE

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

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

SECTION F: PROFESSIONAL PRACTICE AND TRAINING COMMITTEE

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

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

ARTICLE 27: CIVIC DUTY

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

ARTICLE 28: EMERGENCY

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

ARTICLE 29: IMPROVED BENEFITS

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

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

ARTICLE 30: WORK PERFORMANCE EVALUATION

SECTION A:

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

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

SECTION F:

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

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

ARTICLE 31: PRINTING COSTS

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

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

SECTION A:

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

SECTION B:

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

PART II - COMPENSATION

ARTICLE 1: WAGES

SECTION A: REVISED SALARY SCHEDULE

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

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

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

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

SECTION B: FISCAL YEAR 2005

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

SECTION C: FISCAL YEAR 2006

Effective the first day of the first full pay period beginning on or after October 1, 2005 the Compensation Unit 13 salary schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 13 shall be increased by three percent (3%) in accordance with past methods of increasing base salary schedules.

SECTION D: FISCAL YEAR 2007

Effective the first day of the first full pay period beginning on or after October 1, 2006, the Compensation Unit 13 salary schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 13 shall be increased by three percent (3%) in accordance with past methods of increasing base salary schedules.

SECTION E: FISCAL YEAR 2008

Effective the first day of the first full pay period beginning on or after October 1, 2007 the Compensation Unit 13 salary schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 13 shall be increased by three percent (3%), in accordance with past methods of increasing base salary schedules.

SECTION F: FISCAL YEAR 2009

Effective the first day of the first full pay period beginning on or after January 1, 2009, the Compensation Unit 13 salary schedule then in effect and the salaries of bargaining unit positions within Compensation Unit 13 shall be increased by three and one-half (3.5%), in accordance with past methods of increasing base salary schedules.

SECTION G: STEP MOVEMENT

All employees shall be eligible for step increases based on the following schedule, provided the employee's last performance rating was at least at the "Satisfactory" or a comparable level.

- Employees at Steps 1-4 – One (1) year at the current step,
- Employees at Steps 5-9 – Two (2) years at the current step

All government service shall be credited toward the waiting period for step increases.

SECTION H: CERTIFICATION

Any bargaining unit employee who receives a nationally recognized certification (e.g., from ANA) shall receive a bonus in the amount of \$500.

ARTICLE 2: NIGHT DIFFERENTIAL

A differential of ten percent (10%) will be paid to bargaining unit employees for the entire night shift except when a Sunday differential applies, provided that the employee performs regularly scheduled night work between 6:00 p.m. and 6:00 a.m.

All part-time employees working evening or night shifts or employees assigned temporarily to perform night work, as referenced above, shall receive the appropriate differential. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

ARTICLE 3: OVERTIME REST PERIODS

Any bargaining unit employee who is required to work three (3) hours or more beyond his/her regularly scheduled tour of duty shall be entitled to a thirty (30) minutes paid rest period, to be taken at such time as patient care or work needs permits. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

ARTICLE 4: OUT OF TITLE WORK

If a nurse is assigned a position normally filled by an employee of a higher grade for longer than thirty (30) consecutive days, he/she shall receive the rate of pay for the higher graded position for the balance of his/her service in that job. A temporary promotion in excess of 120 days shall be subject to the competitive promotion procedures.

ARTICLE 5: UNIFORM ALLOWANCE

The Uniform allowance of \$350.00 shall be paid annually to eligible employees required to wear uniforms in accordance with management-established practices. To the extent that lab coats are required by the Employer, they will be supplied by the Employer, and the uniform allowance does not apply.

ARTICLE 6: EDUCATION

SECTION A:

The District shall provide a minimum of \$750.00 per bargaining unit employee for annual training/educational opportunities, in accordance with the terms of the applicable working conditions agreement covering the bargaining unit employee or District-wide regulations (if not addressed in the applicable working conditions agreement). Requests for training shall be submitted a minimum of 30 days in advance of the training/course and must be approved by the

employee's supervisor prior to attendance. Attendance at such training/course must occur in the fiscal year in which the payment for training is made or reimbursement is required.

SECTION B:

Tuition reimbursement and administrative leave shall be provided in accordance with the applicable regulations.

SECTION C:

Employees will be eligible for not more than five (5) days administrative leave to attend professional meetings, workshops, seminars, etc. related to the performance of nursing duties or job responsibilities as long as staffing needs permits. Requests for administrative leave shall be submitted as far in advance as possible to permit appropriate staffing adjustments, if necessary.

ARTICLE 7: ANNUAL LEAVE/COMPENSATORY TIME BUYOUT

SECTION A:

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

SECTION B:

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

ARTICLE 8: INCENTIVE PROGRAMS

PART 1: SICK LEAVE INCENTIVE PROGRAM

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

SECTION A:

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

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

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

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

SECTION C:

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

SECTION D:

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

SECTION E:

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

PART 2: PERFORMANCE INCENTIVE PROGRAM

In order to recognize employees' productivity through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the Agency and the Union, agrees to establish pilot incentive programs within agencies, including time off without loss of pay or charge to leave as an incentive award.

ARTICLE 9: OVERTIME

SECTION A:

1. Overtime shall be paid for all hours actually worked that are officially ordered or approved in excess of forty (40) hours in an administrative work week. Overtime shall be approved prior to its performance, except in cases of emergency.
2. Effective July 1, 2005, Section A3 of this article will replace the provision outlined in Section A.1 of this article.
3. Hours of work authorized in excess of eight hours in a pay status in a day or forty hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight hours shift or the forty hours work week. The unscheduled leave rule will not apply when an employee has worked a sixteen hour shift (back to back) and takes unscheduled leave for an eight hour period following the back to back shift or where an employee has indicated his or her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

SECTION B:

Overtime work, as described in section A, above, shall be compensated at one and one-half (1.5) times the employee's regularly scheduled hourly rate. The employee, at his/her option, may elect to receive compensatory time at the rate of one and one-half (1.5) hours for each hour of work for which overtime is payable.

SECTION C:

Hours worked in excess of the employee's regularly scheduled tour of duty which do not meet the above referenced provision regarding hours actually worked shall be compensated at the employee's regularly scheduled hourly rate, or, at the employee's option, as compensatory time on an hour-for-hour basis. The parties shall agree to the method of compensation prior to the work being performed.

ARTICLE 10: CALL-BACK/ON-CALL

SECTION A:

A minimum of four hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or when not scheduled and informed in advance, on one of the days when he/she is off duty. Only time spent actually performing work, shall count as "hours worked" and be credited toward overtime compensation under the provisions of this Agreement and the requirements of the Fair Labor Standards Act (FLSA). In addition, employees shall be paid the night shift differential for all overtime hours actually worked between 6:00 p.m. and 6:00 a.m.

SECTION B:

An employee may be required to be on call prior to or after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of fifty percent (50%) of his/her basic rate of pay for each hour the employee is on call.

For the purpose of this Agreement, time spent in an on-call status for which an employee will be considered on duty and time spent on standby duty shall be considered hours of work, and therefore eligible for compensation, if:

1. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
2. The employee, although not restricted to the agency's premises:
 - a. Is restricted to his or her living quarters or designated post of duty;
 - b. Has his or her activities substantially limited; and
 - c. Is required to remain in a state of readiness to perform work.

The employee's schedule must specify the hours during which he/she shall be required to remain on call.

SECTION C:

An employee will not be considered off duty and time spent shall not be considered off work if:

1. The employee is requested to leave a telephone number or to carry an electronic device for the purpose of being contacted, or, if the employee is allowed to make arrangements of such that any work, which may arise during the on-call period, will be performed by another person approved by management; and

2. The restrictions in section B.1 and B.2 (a), (b) and (c) do not apply.

ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK

The District shall pay premium pay at the rate of twenty-five percent (25%) of the employee's basic rate of pay for each hour the employee performs work on Saturday and Sunday. All part-time employees working Saturdays and Sundays shall also receive premium pay for weekend work at the rate set forth, above.

ARTICLE 12: 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)¹ and Chapter 87 of Title 5 of the United States Code.
 - (a) District Official Code §1-622.03 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 Official Code §1-622.01 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:

¹ All citations to the D.C. Official Code within this Agreement are to the 2001 Ed., as amended, and shall be abbreviated as "District Code".

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, 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 13 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 13 representatives notice of the proposed additions.
 - (c) The employee contribution for total premium cost of the employee’s selected plan is established by the D.C. Official Code.

2. Pursuant to D.C. Official Code §1-621.01, 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 the 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 Department shall provide an employee health services program that provide treatment, counseling and prevention health programs for the treatment of alcoholism, drug dependence and mental illness, consistent with its obligations under D.C. Official Code Section 1-620.07 (2001 Ed.)

SECTION C: OPTICAL AND DENTAL

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.
2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Unit 13 Representatives notice of the proposed additions.

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

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

SECTION E: ANNUAL LEAVE

1. In accordance with D.C. Official Code §1-612.03, 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 Personnel Manual (DPM).

SECTION F: SICK LEAVE

1. In accordance with the D.C. Official Code §1-612.03 (2001 Ed.) a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days per annum.
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 the D.C. Official Code §1-612.03(m) (2001 Ed.).
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 Ed.).
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 guardians) 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).

SECTION H: PRE-TAX BENEFITS

1. Employee contributions to benefits programs established pursuant to the D.C. Official Code §1-611.19, including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.
2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

SECTION I: RETIREMENT

1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS): As prescribed by 5 U.S.C. 8401 and related chapters, employees first hired by the District of Columbia

Government before October 1, 1987 are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

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

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

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

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

2. **DEFINED CONTRIBUTION PENSION PLAN:** All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by D.C. Official Code §1-626.09(c), 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.
3. **DEFERRED COMPENSATION PROGRAM:** As prescribed by §1-626.05 and related Chapters of the D.C. Official Code, 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 the D.C. Official Code §1-612.02 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; and
 - (j) Christmas Day, December 25th of each year.
2. January 20th of each 4th year starting in 1981, Inauguration Day, is a legal public holiday for the purpose of pay and leave of employees scheduled to work on that day. When January 20th of any 4th year falls on Sunday, the next succeeding day selected for the public observance of the inauguration of the President is a legal public holiday for the purposes of this section.
 3. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

ARTICLE 13: ALTERNATIVE WORK SCHEDULES

SECTION A: IN-HOUSE POOLS

The District shall determine and, if indicated, may develop and implement provisions for in-house pools. Management shall retain the right to determine the specific elements and application of any internal nurse pool programs. The process, procedures, impact and effects, or any other negotiable issue related to bargaining unit employees' participation in any in-house pool program will be negotiated separately.

SECTION B: ALTERNATIVE WORK SCHEDULE COMMITTEE

A joint labor-management committee shall be established to explore permanent shifts and alternative work schedule issues.

ARTICLE 14: ADMINISTRATIVE CLOSINGS

SECTION A:

1. Emergency employees required to work when all other District Government employees are released for administrative closings, shall be compensated at the

appropriate rate (i.e. straight time or overtime) in accordance with Article 9, Overtime and the minimum standards established by the Fair Labor Standards Act, ("FLSA"), 29 U.S.C. Section 201, et seq.

2. Emergency employees required to work when all other District Government employees are released for administrative closings shall earn compensatory time on an hour for hour basis. A determination as to whether the employee receives compensatory time in lieu of compensation may be made by mutual agreement between the employee and his/her supervisor.

SECTION B:

1. Effective July 1, 2005, Section A.1 of the Article shall be superceded and emergency employees required to work when all other District Government employees are released for administrative closings shall be compensated, in addition to their regular pay, one hour for each hour worked during an administrative closing.
2. Effective July 1, 2005, Section A.2 of the Article shall be superseded emergency employees required to work when all other District Government employees are released for administrative closings, in lieu of compensation, shall earn administrative closing leave on an hour for hour basis for each hour worked during an administrative closing. The determination as to whether the employee receives administrative closing pay or administrative closing leave will be made by joint agreement between the employee and his/her supervisor.

SECTION C:

Each Department shall identify emergency positions. Each emergency employee shall be notified in writing of the emergency status of his/her position.

ARTICLE 15: BACK PAY

To the extent the authority to pay the award is delegated to the Agency, arbitration awards or settlement agreements shall be processed for payment within forty-five (45) days of receipt from the employee or the Union of necessary and relevant documentation, including documentation of interim earnings or other potential offsets.

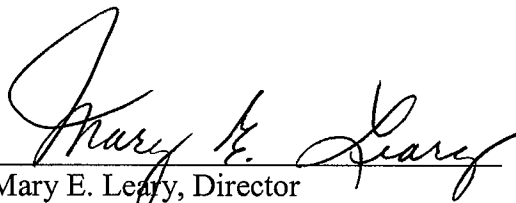
ARTICLE 16: TERM & TEMPORARY EMPLOYEES

The District recognizes that agencies and departments have extended many temporary and term employees' appointments to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the parties agree to the following:

1. Joint Labor-Management committees shall be established in each agency/program to identify temporary and term employees whose term or temporary appointment extend through six months after the effective date of this Agreement.
2. Each committee shall review all temporary and term appointment to determine whether each is consist with law. If an appointment is not consistent with law, the Employer and the Union shall meet to resolve the matter. Employees shall be converted to permanent appointments consistent with the D.C. Official Code.
3. The Employer shall convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid from appropriated funds, to the career service prior to the expiration of this Agreement.
4. Prior to the expiration of this Agreement and if not inconsistent with law, the Employer shall make every effort to convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid through intra-District or federal grant funds, to the career service.
5. District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

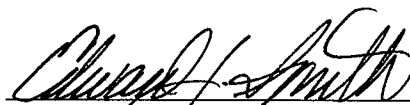
Signed and executed this 22nd day of June, 2005.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT




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

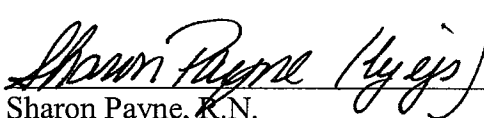
FOR THE UNIONS



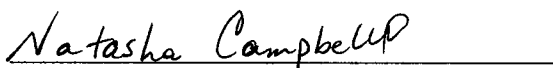
Edward J. Smith, Esq.
Chief Negotiator
D.C. Nurses Association



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



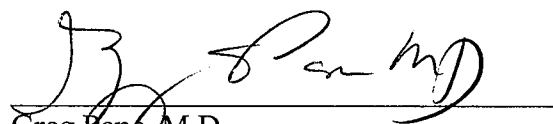
Sharon Payne, R.N.
President
D.C. Nurses Association DOH/DHS



Natasha Campbell, Labor Relations
Officer
Office of Labor Relations and
Collective Bargaining



Denise Williams, R.N., M.H.A.
Bargaining Team Member

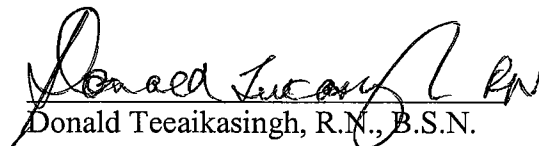


Greg Pane, M.D.
Director
Department of Health

Ava Hancock, R.N.
Bargaining Team Member



Bernadine Booker Brown
Labor Relations Liaison
D.C. Department of Health



Donald Teeaikasingh, R.N., B.S.N.

Patricia Higgins

Patricia Higgins
Department of Health

Yvonne Gilchrist

Yvonne Gilchrist
Director
D.C. Department of Human Services

Barbara Bailey

Barbara Bailey
Labor Relations Liaison
D.C. Department of Human Services

Kim Trawick

Kim Trawick
Labor Advisor
D.C. Department of Human Services

APPROVAL

This collective bargaining agreement between the District of Columbia and District of Columbia Nurses Association, dated June 22, 2005, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 8th day of July, 2005.


Anthony A. Williams, Mayor

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



Fiscal Year: 2005

Service Code Definition: Registered Nurses

Effective Date: 4/15/2005

Affected CBU/Service Code(s): CAA A38

Union/Nonunion: Union

Pay Plan Schedule: CS

Peoplesoft Schedule: DS005

% Increase: 2.5

Resolution Number:

Date of Resolution:

	Step 1 Entry	Step 2 1Yr	Step 3 1Yr	Step 4 1Yr	Step 5 1Yr	Step 6 2Yrs	Step 7 2Yrs	Step 8 2Yrs	Step 9 2Yrs	Step 10 2Yrs	Classification
CS Grade 5	45,044	46,002	46,960	47,919	49,836	51,752	53,669	55,586	57,503	59,419	NURSE GRADUATE
CS Grade 7	52,993	54,120	55,248	56,375	58,630	60,885	63,140	65,395	67,650	69,905	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	57,232	58,450	59,667	60,885	63,320	65,756	68,191	70,627	73,062	75,497	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse*)
CS Grade 10*	59,521	60,788	62,054	63,320	65,853	68,386	70,919	73,452	75,984	78,517	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	62,200	63,523	64,846	66,170	68,817	71,463	74,110	76,757	79,404	82,051	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12*	65,310	66,699	68,089	69,478	72,257	75,037	77,816	80,595	83,374	86,153	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

*These are proposed classifications. If a DCOP study shows that level distinctions do not exist (I versus II), then these classifications will not be utilized.

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



Fiscal Year: 2006

Service Code Definition: Registered Nurses

Effective Date: 10/2/2005

Affected CBU/Service Code(s): CAA A38

Union/Nonunion: Union

Pay Plan Schedule: CS

Peoplesoft Schedule: DS005

% Increase: 3

Resolution Number:

Date of Resolution:

	Step 1 Entry	Step 2 1Yr	Step 3 1Yr	Step 4 1Yr	Step 5 1Yr	Step 6 2Yrs	Step 7 2Yrs	Step 8 2Yrs	Step 9 2Yrs	Step 10 2Yrs	Classification
CS Grade 5	46,395	47,382	48,369	49,357	51,331	53,305	55,279	57,254	59,228	61,202	NURSE GRADUATE
CS Grade 7	54,583	55,744	56,905	58,066	60,389	62,712	65,034	67,357	69,680	72,002	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	58,949	60,204	61,457	62,712	65,220	67,729	70,237	72,746	75,254	77,762	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse*)
CS Grade 10*	61,307	62,612	63,916	65,220	67,829	70,438	73,047	75,656	78,264	80,873	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	64,066	65,429	66,791	68,155	70,882	73,607	76,333	79,060	81,786	84,513	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12*	67,269	68,700	70,132	71,562	74,425	77,288	80,150	83,013	85,875	88,738	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

*These are proposed classifications. If a DCOP study shows that level distinctions do not exist (I versus II), then these classifications will not be utilized.

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



Fiscal Year: 2007

Service Code Definition: Registered Nurses

Effective Date: 10/1/2006

Affected CBU/Service Code(s): CAA A38

Union/Nonunion: Union

Pay Plan Schedule: CS

Peoplesoft Schedule: DS005

% Increase: 3

Resolution Number:

Date of Resolution:

	Step 1 Entry	Step 2 1Yr	Step 3 1Yr	Step 4 1Yr	Step 5 1Yr	Step 6 2Yrs	Step 7 2Yrs	Step 8 2Yrs	Step 9 2Yrs	Step 10 2Yrs	Classification
CS Grade 5	47,787	48,803	49,820	50,838	52,871	54,904	56,937	58,972	61,005	63,038	NURSE GRADUATE
CS Grade 7	56,220	57,416	58,612	59,808	62,201	64,593	66,985	69,378	71,770	74,162	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	60,717	62,010	63,301	64,593	67,177	69,761	72,344	74,928	77,512	80,095	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse*)
CS Grade 10*	63,146	64,490	65,833	67,177	69,864	72,551	75,238	77,926	80,612	83,299	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	65,988	67,392	68,795	70,200	73,008	75,815	78,623	81,432	84,240	87,048	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12*	69,287	70,761	72,236	73,709	76,658	79,607	82,555	85,503	88,451	91,400	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

*These are proposed classifications. If a DCOP study shows that level distinctions do not exist (I versus II), then these classifications will not be utilized.

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



Fiscal Year: 2008

Service Code Definition: Registered Nurses

Effective Date: 10/1/2007

Affected CBU/Service Code(s): CAA A38

Union/Nonunion: Union

Pay Plan Schedule: CS

Peoplesoft Schedule: DS005

% Increase: 3

Resolution Number:

Date of Resolution:

	Step 1 Entry	Step 2 1Yr	Step 3 1Yr	Step 4 1Yr	Step 5 1Yr	Step 6 2Yrs	Step 7 2Yrs	Step 8 2Yrs	Step 9 2Yrs	Step 10 2Yrs	Classification
CS Grade 5	49,221	50,267	51,315	52,363	54,457	56,551	58,645	60,741	62,835	64,929	NURSE GRADUATE
CS Grade 7	57,907	59,138	60,370	61,602	64,067	66,531	68,995	71,459	73,923	76,387	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	62,539	63,870	65,200	66,531	69,192	71,854	74,514	77,176	79,837	82,498	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse*)
CS Grade 10*	65,040	66,425	67,808	69,192	71,960	74,728	77,495	80,264	83,030	85,798	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	67,968	69,414	70,859	72,306	75,198	78,089	80,982	83,875	86,767	89,659	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12*	71,366	72,884	74,403	75,920	78,958	81,995	85,032	88,068	91,105	94,142	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

*These are proposed classifications. If a DCOP study shows that level distinctions do not exist (I versus II), then these classifications will not be utilized.

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



Fiscal Year: 2009

Service Code Definition: Registered Nurses

Effective Date: 1/1/2009

Affected CBU/Service Code(s): CAA A38

Union/Nonunion: Union

Pay Plan Schedule: CS

Peoplesoft Schedule: DS005

% Increase: 3.5

Resolution Number:

Date of Resolution:

	Step 1 Entry	Step 2 1Yr	Step 3 1Yr	Step 4 1Yr	Step 5 1Yr	Step 6 2Yrs	Step 7 2Yrs	Step 8 2Yrs	Step 9 2Yrs	Step 10 2Yrs	Classification
CS Grade 5	50,944	52,026	53,111	54,196	56,363	58,530	60,698	62,867	65,034	67,202	NURSE GRADUATE
CS Grade 7	59,934	61,208	62,483	63,758	66,309	68,860	71,410	73,960	76,510	79,061	CLINICAL NURSE I (Registered Nurse)
CS Grade 9	64,728	66,105	67,482	68,860	71,614	74,369	77,122	79,877	82,631	85,385	CLINICAL NURSE II (Occupational Health Nurse, Community Health Nurse, Lead Registered Nurse*)
CS Grade 10*	67,316	68,750	70,181	71,614	74,479	77,343	80,207	83,073	85,938	88,801	CLINICAL NURSE III (Nurse Team Leader)
CS Grade 11	70,347	71,843	73,339	74,837	77,830	80,822	83,816	86,811	89,804	92,797	NURSE SPECIALIST I (Nurse Consultant I, Nurse Specialist I)
CS Grade 12*	73,864	75,435	77,007	78,577	81,722	84,865	88,008	91,150	94,294	97,437	NURSE SPECIALIST II (Nurse Consultant II - Team Leader, Nurse Specialist II - Team Leader)

*These are proposed classifications. If a DCOP study shows that level distinctions do not exist (I versus II), then these classifications will not be utilized.