

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**1199 METROPOLITAN DISTRICT DC NATIONAL UNION OF HOSPITAL AND HEALTH
CARE EMPLOYEES (NUHHCE), AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO**

AND

**DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF MEDICAL EXAMINER**

EFFECTIVE THROUGH

MAY 30, 2007

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PREAMBLE

- A. This Agreement is entered into on March 29, 2004 between the District of Columbia Government and its Office of the Chief Medical Examiner (hereinafter referred to as the "Employer") and 1199 Metropolitan District DC National Union of Hospital and Health Care Employees, (NUHHCE), AFSCME, AFL-CIO (hereinafter referred to as the "Union"). The term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.
- B. All citations to the District of Columbia Official Code shall be to the 2001 Edition, as it is amended or subsequently recodified.

ARTICLE 1
PARTIES TO THE AGREEMENT

Pursuant to authority contained in the D.C. Official Code §1-617.15, this Agreement is made between the District of Columbia Government and its Office of the Chief Medical Examiner, hereinafter called the Employer, and 1199 Metropolitan District DC National Union of Hospital and Health Care Employees (NUHHCE), AFSCME, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 2
COVERAGE OF AGREEMENT, ACCORD OF RECOGNITION
AND UNIT DEFINITION

The Public Employee Relations Board has certified the Union as the exclusive representative for the purposes of bargaining over terms and conditions of employment in a bargaining unit described as:

All physician assistants (medicolegal investigators) employed in the Office of the Chief Medical Examiner of the District of Columbia, excluding management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity and any employee engaged in the administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

PERB Case No. 02-RC-05, Certification No. 122 (2002).

Section 2:

The Union is the exclusive representative of all employees in the above-referenced unit and, as such, is entitled to act for all employees in the unit and is responsible for representing the interests of all such employees without discrimination and without regard to union membership.

Section 3:

Issues involving unit definition and its scope may be referred by either party to the Public Employee Relations Board for resolution under appropriate procedures.

ARTICLE 3

MANAGEMENT RIGHTS

D.C. Official Code § 1-617.08 provides:

"(a) The respective personnel authorities (management) shall retain the sole right in accordance with applicable laws and rules and regulations:

(1) To direct employees of the agencies;

(2) To hire, promote, transfer, assign and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;

(3) To relieve employees of duties because of lack of work or other legitimate reasons;

(4) To maintain the efficiency of the District government operations entrusted to them;

(5) To determine the mission of the agency, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project, or tour of duty, and the technology of performing its work; or its internal security practices; and

(6) To take whatever actions may be necessary to carry out the mission of the District government in emergency situations.

(b.) All matters shall be deemed negotiable except those that are proscribed by this subchapter...."

Section 2:

Management rights are not subject to negotiations, however in the Employer's exercise of such rights, should there be a potentially adverse impact upon employees regarding terms and conditions of employment, the Employer shall provide notice and an opportunity to bargain to the Union of the planned exercise of the management right.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY

Section 1:

The Employer and Union agree to cooperate in providing a workplace free of illegal discrimination. The Employer pledges to ensure compliance with the D.C. Human Rights Law, D.C. Code Section 2-1401.01, *et seq.*

Section 2:

Allegations of discrimination based on statutorily protected individual employment rights including but not limited to the D.C. Human Rights Act may not be grieved under this Agreement and shall be filed with the appropriate agency or court as provided by the relevant statute.

ARTICLE 5**RIGHTS OF EMPLOYEES****Section A - General:**

1. All employees shall be treated fairly, equitably and with respect, in accordance with District of Columbia laws, rules, regulations and the provisions of this Agreement.
2. The Employer and Union agree that employees shall be free from restraint, interference, coercion, or discrimination in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining and the presentation of grievances.

Section B - Classification:

1. An employee in the bargaining unit may discuss/review his/her job classification in terms of title, series, grade or description with the appropriate supervisor, who will meet promptly with the employee and his/her representative to discuss the matter. Such request may be presented orally to the appropriate supervisor. If the matter is not satisfactorily settled at this level, the employee may initiate a classification appeal in accordance with the classification appeal procedures in the CMPA.

2. An employee may appeal the classification of his/her position as provided in Chapter 11A of the District Personnel Manual. Appeals of classification are nonnegotiable and not grievable under the terms of this Agreement.

3. Upon request, employees will be provided with a copy of Chapter 11A of the District Personnel Manual.

Section C - Position Descriptions:

1. Every employee within the unit will be supplied with a copy of his or her official position description. Upon request, the Union will be supplied with a copy of each position description when needed for a grievance or classification appeal.

2. Employees will be informed of any changes in their position description.

3. The clause found in position descriptions "performs other duties as assigned" shall be generally construed to mean the employee may be regularly assigned to other duties that are nominally related to the employee's position description. The Employer recognizes that job assignments should be commensurate with position descriptions. The Union recognizes that the Employer may need to deviate from this general policy in cases of emergency and the Union recognizes the Employer's right to assign work.

Section D - Bond and Charity Drives:

Employee participation in bond and charity drives will be strictly voluntary.

Section E - Performance Evaluation

Employees shall be evaluated pursuant to the applicable section of Chapter 14 of the District Personnel Manual by the Chief Medical Examiner or his/her designee. The name of the reviewer

will appear on the employee's evaluation form or on a paper attached thereto. Appeals of performance ratings are limited to those provided by D.C. Official Code §1-606.03 and are otherwise not grievable.

ARTICLE 6

UNION REPRESENTATION

Section 1:

The Union shall be given the opportunity to be represented at formal meetings between the Employer and employees or employee representative concerning the implementation of this contract.

Section 2:

The Union may designate one (1) steward.

Section 3:

The Union will supply, in writing, and maintain on a current basis: (a) a complete list of Union officers and its steward and (b) a copy of the Union's constitution, by-laws, and statement of objectives to the Employer and the Office of Labor Relations and Collective Bargaining.

Section 4:

The Employer will deal with officers and the steward, designated in accordance with Section 3 above, as Union representatives, as provided for in this Agreement.

Section 5:

The Union will notify the Employer, in writing, of non-employee officials of the Union who are authorized to represent the Union in dealings with the Employer. Such dealings will be through

the designated representative, who shall make appropriate arrangements for visits to the Employer's facilities by the Union representatives on official business. Visits from non-employee Union representatives to work related areas must receive advance approval from the Chief Medical Examiner or his/her designee. The Union must notify in advance the Employer of visits from non-employee Union representatives to non-work related areas (e.g., lunch rooms or public lobbies or waiting rooms). Internal union business shall be conducted during non-work time.

Section 6:

The provisions of this Article do not preclude the Union from designating other bargaining unit individuals as Union representatives. The intent of the parties, however, is that the steward system, augmented where appropriate by Union officers and officials, will be used, except on rare occasions. Other bargaining unit individuals must have written authorization from the Union President or Vice President to act for the Union on a particular matter. The Employer reserves the right to deny recognition to such individuals, pending consultation with the Union concerning their status. The Employer's right to deny recognition may only be exercised upon reasonable doubt as to the legitimate Union designation of an individual. When exercising this right, the Employer shall immediately contact the Union for confirmation.

Section 7:

A Union representative who desires to leave his or her place of work for a duty arising from this Agreement must contact his or her immediate supervisor to request permission as far in advance as practical, stating the nature of the matter, the place(s) to be visited, and a reasonable estimate

of the time of return. The Employee must submit the attached Official Time Form each pay period to memorialize the use of approved official time for time and attendance accounting. If the duty involves contacting an employee, when the employee has designated the officer or steward as his/her representative in accordance with the Agreement, the Union representative will contact the immediate supervisor of such employee and obtain that supervisor's permission to contact or meet with the employee. If the immediate supervisor is not available, permission may be given by the next level supervisor. In matters related to discipline or in matters where discipline may be a potential outcome, such permission will be given unless the work situation or emergency dictates otherwise; and a confidential place for discussing the matter will be made available upon request, subject to availability. The Union representative will report back to his or her supervisor upon completion of duties arising from this Agreement and return to his or her place of work and performance of his/her job, and will lose no pay or other benefits as a result of such absences, provided the total time thus spent is kept to a minimum, the representative has received prior authorization and the representative has submitted the appropriate Official Time Form, as attached.

Section 8:

The Employer will provide notice to the Union prior to effecting reassignments of Union representatives if such changes are expected to exceed fifteen (15) calendar days.

Section 9:

Supervisors will provide the names of new bargaining unit employees to stewards assigned by the Union to represent their work areas. When formal division-level orientations are held for new bargaining unit employees, the Union shall have an opportunity to explain Union representation and responsibilities.

Section 10:

Solicitation of membership, dues, or other internal business of the Union shall not be conducted during the duty hours of any employees concerned or in working areas at any time.

ARTICLE 7

CONSULTATION

Section 1:

It is agreed that matters appropriate for consultation between the parties are policies, regulations, and practices related to working conditions. The Employer and the Union, through appropriate representatives, shall meet at reasonable times and consult in good faith with respect to such matters within the purview of the Employer. It is understood that appeals or grievances of employees shall not be the subject of discussion at these meetings, nor shall the meeting be for any other purposes, which modify, add to, or detract from the provisions of this Agreement.

Section 2:

The parties agree to establish a Labor-Management Consultation Committee (LMCC) to discuss different points of view and exchange information on working conditions, terms of employment, matters of common interest, or other matters, which either party believes will contribute to improvement in the relations between them.

Section 3:

The LMCC will meet quarterly or more frequently, as needed, provided either party furnishes the other with a written agenda of the topics to be discussed at least seven (7) calendar days prior to the meeting. In the absence of such an agenda, no meeting shall be held, except by mutual agreement. If the parties deem it necessary to have an emergency meeting, such a meeting may be scheduled prior to the quarterly meeting.

Section 4:

The LMCC will consist of two (2) members representing the Union and up to two (2) members representing the Employer. Each party shall designate a representative who has authority to represent its position. If issues are not resolved at the LMCC meeting, the parties agree to furnish a response to the status of the unresolved agenda items within fifteen (15) calendar days. The fifteen (15) day time limit may be waived upon request by the Employer or the Union. The Union may designate up to three (3) alternates. Each party may have other officials who are not employees of the OCME attend the meeting as needed.

Section 5:

Both the Employer and the Union recognize the importance of shop stewards and supervisors as key people in maintaining a constructive labor-management relationship. The parties agree to encourage constructive dealings between supervisors and stewards, to resolve problems and facilitate labor-management communication at the work level, on personnel policies and practices and working conditions. Meetings between individual supervisors and stewards on matters appropriate for discussion at that level may be arranged at the request of either party.

The party requesting the meeting will specify the matter(s) proposed for discussion. Individual grievances will not be discussed at such meetings. In the absence of a designated shop steward, the President shall identify an appropriate labor representative for these meetings.

Section 6:

The Employer will attempt to give the Union prior notice of at least thirty (30) calendar days when there will be changes having an impact on terms and conditions of employment of the bargaining unit. When prior notice cannot be given, the Employer will notify the Union within 24 hours of the occurrence.

Section 7:

When the Employer provides the Union with a document for review and comment, the Union may submit its comments, if any, within the response time indicated by the Employer's notice or 15 calendar days, if no response time is indicated. The Union may request an extension in response to documents presented by the Employer if additional time is needed.

ARTICLE 8

UNAUTHORIZED ACTIVITIES

Section 1:

It shall be unlawful for any OCME employee to participate in, authorize or ratify a strike against the Employer.

Section 2:

The term "strike," as used 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.

Section 3:

No lockout of employees shall be instituted by the Employer except in situations where employees strike illegally or in cases where the Employer deems it necessary to protect employees, the public, government property or national security.

ARTICLE 9

ATTENDANCE AND LEAVE

Leave shall be provided in accordance with D.C. Official Code §1-612.03, the District Personnel Manual Chapter 12 and as described within the Compensation Agreement. Additionally, leave shall be provided in accordance with the terms of this Article, to the extent that the terms do not conflict with law, rule or regulation.

A. Annual Leave:

1. Generally

Employees shall be granted annual leave subject to the provisions of District Personnel Manual Chapter 12. The Employer and the Union agree that conflicts between the needs of the Employer and needs of the employees may be minimized if employees meet their obligation to request annual leave in a timely manner in accordance with the District Personnel Manual and supervisors meet their responsibility to plan and effectively schedule annual leave for use by employees throughout the leave year.

2. Advance Annual Leave:

Subject to the District Personnel Manual Chapter 12, advance annual leave may be granted to the extent that such leave will accrue to the employee during the remainder of the current leave year or in the time remaining on his or her appointment, whichever occurs sooner.

B. Sick Leave:

1. Generally:

The Union and the Employer recognize the insurance value of sick leave and agree to encourage employees to conserve sick leave so that it will be available to them when incapacitated for the performance of duty.

2. Requesting Sick Leave:

Sick leave shall be requested in accordance with Chapter 12 of the District Personnel Manual.

3. Granting Sick Leave

Sick leave shall be granted in accordance with Chapter 12 of the District Personnel Manual.

4. Advance Sick Leave

The Chief Medical Examiner will consider requests for advance sick leave in accordance with the applicable District policies and regulations and act on the request in a timely manner.

C. Leave Without Pay (LWOP):

The retention and accumulation of rights, benefits and privileges by employees who are on leave without pay shall be subject to the applicable District law and personnel regulations.

D. Absence Without Leave (AWOL)

Subject to the District Personnel Manual Chapter 12, employees may be charged absent without leave (AWOL). An AWOL charge may be changed later to an appropriate type of leave if the leave-approving official determines that the employee has satisfactorily explained the absence or presented documentation acceptable to the leave-approving official.

E. Maternity and Paternity Leave

Maternity and paternity leave shall be requested and approved in accordance with existing regulations, inclusive of the provisions of the Federal Family and Medical Leave Act and the District of Columbia Family and Medical Leave Act.

F. Managing Attendance and Leave:

1. Employees with chronic health problems or with personal circumstances which necessitate frequent or unpredictable use of leave are encouraged to discuss such situations with their supervisor and are expected to comply with reasonable documentation requirements. To avoid unnecessary misunderstandings and difficulties concerning leave usage, an employee should bring such health problems or personal circumstances to the attention of his or her supervisor as soon as possible.
2. Sick leave restrictions shall be imposed pursuant to Chapter 12 of the District Personnel Manual.

G. Union Business

Attendance at Union-sponsored programs or for internal union meetings will be on approved annual leave or leave without pay.

ARTICLE 10

CIVIC RESPONSIBILITIES

Leave or excused absence for participation in an official proceeding of a state or federal court or to vote shall be subject to the Chapter 12 of the District Personnel Manual.

ARTICLE 11

HOURS OF WORK

The establishment of workweeks and work schedules shall be in accordance with the provisions of the District of Columbia Official Code. The Union will be given advance notice when alternative work schedules are proposed and shall be given the opportunity to consult.

Employees will report to work, ready to perform the duties of their positions, at the scheduled starting time of their tours of duty.

ARTICLE 12

SAFETY AND HEALTH

Section 1 - Working Conditions:

A. The OCME shall make every effort to provide and maintain safe and healthful working conditions for all employees as required by applicable laws and regulations. It is understood that the OCME may exceed standards established by regulations consistent with the objectives set by law. The Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. The OCME will provide proper equipment for employees as is determined necessary by the Employer.

Section 2 - Reporting Unsafe Conditions:

A. If an employee observes a condition, which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

C. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon

as possible with the employee and, if requested, his or her Union representative, and shall make a determination.

D. Employees shall not be required to operate equipment that has been determined by the Employer or the appropriate OCME Risk Management Officer to be unsafe to use, when by doing so they might injure themselves or others.

Section 3 - Medical Service: On-the-Job Injury:

A. The OCME shall make first-aid kits reasonably available for use in case of on-the-job injuries. If additional treatment appears to be necessary, the OCME shall arrange immediately for transportation to an appropriate medical facility.

B. The need for additional first-aid kits is an appropriate issue for the Risk Assessment and Control Committee (RACC). Recommendations of the RACC are referred to the Chief Medical Examiner.

Section 4 - Safety Devices and Equipment:

Protective devices and protective equipment which are provided by the OCME shall be used by the designated employees.

Section 5 - Safety Training:

The OCME shall provide safety training to employees which the Employer deems necessary for performance of their job. Issues involving safety training may be presented to the RACC or an established subcommittee of the RACC. Issues concerning safety training may also be raised at LMPC meetings.

Section 6 - Examinations and Tests:

- A. The Employer shall, where it deems appropriate, provide training regarding appropriate health guidelines governing communicable diseases.
- B. Physical examinations and tests may be required by the Employer in order to comply with infection control criteria and requirements as set forth by regulating agencies. Except in circumstances deemed exigent by the Chief Medical Examiner or his/her designee, prior to requiring any new or additional examination or test under this paragraph, the Employer will notify the Union of the basis for the examination or test and give the Union an opportunity to consult.

Section 7 - Risk Assessment Control Committee:

A member of the bargaining unit designated by the Employer shall have the right to serve on the RACC.

Section 8 - Medical Qualification Requirements:

The OCME agrees to abide by the provisions of the appropriate regulations as dictated by District of Columbia law and regulation.

Section 9 - Employee Health Services:

Employees covered by this Agreement shall have access to employee health services if provided by the Employer consistent with the D.C. Code §1-620.07.

ARTICLE 13

FACILITIES AND SERVICES

Section 1:

The Employer will provide a bulletin board in the medicolegal investigators' office for Union use only, for the posting and distribution of notices of Union meetings, agenda and elections. Posting and distribution of Union material will be limited to the space provided and to the non-duty hours of the employees distributing and receiving the material. The material will be identified as Union material and will contain a removal date. Material containing propaganda against or attacks upon an Agency, individual, or activity of the District government shall not be posted or distributed and are subject to immediate removal.

Section 2:

The Union and the Employer shall share equally the cost for printing and distribution of the contract.

Section 3:

The Union will ensure that each employee covered by the provisions of this Agreement receives a copy. This includes employees hired subsequent to this Agreement going into effect.

Section 4:

Union requests for use of facilities for meetings during non-work time shall be addressed to the Employer's designated representative, shall contain the information prescribed by the Employer and shall be submitted as far in advance as practical.

ARTICLE 14**IDENTIFICATION DEVICES**

The Employer agrees that employees may wear, on their uniform or other work clothing, while on duty, an unobtrusive membership pin indicating membership in any labor organization, provided that such pin is not larger than one and one-quarter inches in diameter, bears no campaign propaganda and the wearing of such pin will present no hazard or potential hazard to the employee or to the public.

ARTICLE 15**PROMOTIONAL BULLETINS**

Promotion bulletins announcing positions within the units which are vacant and are scheduled to be filled under competitive promotion procedures will be posted on bulletin boards for at least ten (10) calendar days. Promotion bulletins for positions within the unit will indicate, at a minimum, the area of considerations, duties of the position, qualifications required, method of application and statement of equal opportunity. The Union President shall be furnished with copies of all vacancy announcements, cancellations, corrections or amendments for positions within the bargaining unit.

ARTICLE 16

DISCIPLINE

The Employer may suspend, demote, discharge, or take other disciplinary action against employees for cause, as is provided by law and by Chapter 16 of the District Personnel Manual or as follows:

Section 1:

Discipline will be appropriate to the circumstances, and shall be primarily corrective, rather than punitive in nature. After discovery of the incident, the investigations shall be conducted in a timely manner and discipline shall be imposed upon the conclusion of any investigation or the gathering of any required documents, consistent with District of Columbia Official Code and the principle of progressive discipline, where applicable.

Section 2:

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

Section 3:

Notices of proposed adverse action shall be effected pursuant to the terms of the District Personnel Manual Chapter 16.

Section 4:

Unless there is a reasonable cause to believe that an employee's conduct (a) threatens the integrity of government operations or (b) constitute an immediate hazard to the agency, the employee or other employees, or is detrimental to public health, safety or welfare, an employee

against whom adverse action is proposed shall be entitled to at least thirty (30) days advance written notice of proposed adverse action (or fifteen (15) days if corrective action is proposed).

The notice will identify at a minimum the causes and reasons for the proposed action.

Section 5:

The Employer agrees to permit an employee with his or her right to union representation in corrective or adverse actions, pursuant to that employee's request. The material upon which the proposed discipline is based shall be made available to the employee and his/her authorized representatives for review. The employee or his/her authorized representative will be entitled to receive a copy of the material upon written request.

Section 6:

An employee shall be entitled to answer the notice of proposed corrective or adverse action, as is provided for by District of Columbia Personnel Manual, Chapter 16.

Section 7:

Except in cases of summary discipline, which shall be administered pursuant to the applicable Sections of the DPM, the deciding official shall issue a written decision at the earliest practicable date from the date of receipt of the notice of proposed action which shall withdraw the notice of proposed action or sustain the proposed action in whole or in part. If the proposed action is sustained in whole or in part, the written decision shall identify which causes have been sustained and which causes have been dismissed, describe whether the proposed penalty has been sustained or reduced and inform the employee of his or her right to appeal or grieve the decision, and the right to be represented. The final decision shall also specify the effective date of this action.

Section 8:

Employees may grieve actions through the negotiated grievance procedure, or appeal to the Office of Employee Appeals (OEA) in accordance with OEA regulations but not both. Once the employee has selected the review procedure, that choice shall be the exclusive method of review.

Section 9:

The removal of an employee during his or her probationary period is neither grievable nor appealable and shall be done in accordance with District law and regulation.

Section 10:

In cases deemed appropriate by the Employer, consideration shall be given to attempting to resolve underlying issues through the Employee Assistance Program.

Section 11:

Whenever an employee is questioned by a supervisor with respect to a matter for which a disciplinary action is intended against the employee, the employee may, upon request, consult with a Union official, his or her attorney or other member of the bargaining unit. Upon such request, the supervisor will stop the questioning until the employee can consult with such representative, but in no event will such questioning be delayed beyond the end of the employee's following tour. When and if questioning is resumed, an employee may have a Union official or other representative present.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1 - Definitions:

- A. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement including adverse actions against an employee, as defined by District Personnel Manual Chapter 16, shall be settled as described in this Article unless otherwise agreed to by the parties.
- B. Corrective actions of an employee, as defined by the District Personnel Manual Chapter 16, may only be grieved pursuant to the grievance system set forth in the District Personnel Manual, Chapter 16.
- C. At any step of the grievance procedure, a grievance meeting may be held at the mutual agreement of the parties.
- D. All time within this Article shall be measured in workdays. Workdays shall be defined as Monday through Friday (excluding statutory holidays and days when the District of Columbia Government is closed by official act of the Mayor).

Section 2 - Procedure:

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level. Therefore, grievances shall be filed at the lowest level where resolution is possible. Accordingly, a grievance may be filed at the step in the grievance procedure where the alleged action which precipitated the grievance occurred.

Step 1. The employee and/or the Union shall take up the grievance or dispute with the Director of Investigations, or, if that position is vacant, the Deputy Chief Medical Examiner, within ten (10) working days from the date of the occurrence or when the employee or the Union first had knowledge of or should have known of the occurrence. The Director of Investigation or the Deputy Chief Medical Examiner shall attempt to adjust the matter and may respond to the employee or Union representative within ten (10) working days after the receipt of the grievance.

Step 2. If the grievance has not been settled, it shall be presented in writing by the employee and/or the Union to the Deputy Chief Medical Examiner, or, if that position is vacant, to the Chief Medical Examiner, within ten (10) working days after the Step 1 response is due or received, whichever is sooner. The written grievance shall be clearly identified as a grievance submitted under the provisions of this Article, and shall list the contract provision(s) violated, a general description of the incident giving rise to the grievance, the date or approximate date and location of the violation and the remedy sought and shall be signed by the grievant. The Deputy Chief or Chief Medical Examiner may respond in writing within ten (10) working days after receipt of the written grievance.

Step 3. If the grievance is still unresolved, it shall be presented by the employee and/or the Union to the Chief Medical Examiner or his/her designee (with a copy to the Office of Labor Relations and Collective Bargaining), in writing within fifteen (15) working days after the Step 2 response is due or received, whichever is sooner. The Chief Medical Examiner or his/her designee may respond in writing (with a copy to the Local President and to the staff

representative of District 1199 NUHHCE) within fifteen (15) working days after the receipt of the written grievance.

Step 4. If the grievance is still unresolved, the Union may, by written notice to the Chief Medical Examiner and to the Office of Labor Relations and Collective Bargaining, request arbitration within twenty (20) days after the reply at Step 4 is due or received, whichever is sooner.

Section 3 - Union Participation:

A. Employees shall notify the Union in writing of all second step grievances filed individually by an employee. The Union shall upon request have the right to have a representative present at any grievance meeting and shall be given at least forty-eight (48) hours notice of all grievance meetings.

B. Any grievance of a general nature affecting a large group of employees and which concerns the misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement shall be filed at the option of the Union at the Step or level of supervision where the grievance originates without resorting to previous steps.

Section 4 - Who May Grieve:

Either an employee or the Union may raise a grievance, and if raised by the employee, the Union may associate itself therewith at any time if the employee so elects. Whenever the Union shall raise or is associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, the employee may not thereafter

B. Briefs shall be filed by postmark date thirty (30) calendar days after the receipt of transcripts, or, in the case where transcripts have not been ordered, within thirty calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days after the conclusion of the arbitration hearing.

Section 7 - Expenses of the Arbitrator

Expenses for the arbitrator's services and the proceeding shall be equally divided between the parties. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a record of the arbitration proceedings, it may cause such a recording to be made, providing it pays for the record and makes copies available without charge to the arbitrator, unless an agreement has been reached prior to the hearing to share the costs of the transcription service.

Section 8 - Time Off for Grievance Hearings:

The Grievant, Union Steward and/or Union Representative shall, upon request and approval of the Employer, be permitted to meet and discuss grievances with designated management officials at each step of the grievance procedure within the time specified consistent with Article 6.

raise the grievance him/herself, and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently.

Section 5 - Selection of the Arbitrator:

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Office of Labor Relations and Collective Bargaining and the Union within a reasonable period after notice of intent to arbitrate is received. Except in cases of mutual agreement as to the appointment of an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the party demanding arbitration to provide a list of seven (7) arbitrators from the sub-regional area from which an arbitrator shall be selected after receipt of the list by both parties. When either party requests a panel, the FMCS shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The Party requesting arbitration shall be required to bear the fees associated with the panel request and any initial administrative fees. Both the Employer and the Union may strike three (3) names from the list using the alternate strike method. The party requesting arbitration shall strike the first name. The arbitration hearing shall be conducted pursuant to the American Arbitration Association guidelines unless modified by this Agreement.

Section 6 - Decision of the Arbitrator:

A. Should the issue of arbitrability of a particular grievance arise, the Arbitrator shall not have the authority to decide the issue on the merits until the jurisdictional issues related to arbitrability of the grievance are finally resolved. A party may raise the issue of arbitrability at any time prior to and including the first day of any hearing conducted by an arbitrator.

Section 9 - Time Limits:

All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may be invoked. However, if a grievant fails to advance his/her grievance to the next step within the time limit, then he/she shall have no further right to continue the grievance and the final answer of record from the Employer shall be the final answer to the matter. If the Employer fails to respond to a grievance step within the allotted time, the Union may advance the grievance to the next step.

Section 10 - Outside Issues:

Matters not within the jurisdiction of the OCME will not be processed as a grievance under this Article, unless the matter is specifically included in another provision of this Agreement or the Compensation Agreement.

Section 11 – General Matters

- A. The Employer may file grievances and demand arbitration from the Union on matters related to misinterpretation, misapplication, violation or failure to comply with the provisions of the Agreement. Grievances filed by the Employer shall be filed at Step 3 with the Union President, under the same time parameters provided for within this Article. All subsequent steps and procedures shall be the same as provided for within this Article.

- B. The Parties may jointly request that particular issues be presented for mediation prior to the arbitration of the disputes. The parameters of such an agreement to mediate will be subject to the consensus of the parties.
- C. Witnesses to arbitration hearings shall only be released from duty during the time they are actually required to provide evidence and for reasonable travel time to and from the location of the arbitration hearing.
- D. No recording devices may be used in an arbitration hearing, except as provided for in Section 7, above or as directed by the Arbitrator. No person shall be present at any step for the purpose of recording the discussion, except as provided for in Section 7, above, or directed by the Arbitrator.
- E. A settlement conference shall be held at least one-month prior to the arbitration hearing so as to attempt to resolve any or all issues related to the grievance. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.
- F. If the Parties fail to agree on a joint stipulation of the issue(s), the issue shall be framed by the Arbitrator.
- G. The Arbitration hearing shall not be open to the public or to individuals who are not directly related to the proceeding, unless otherwise agreed by the parties. In no event may members of other unions observe or participate in an arbitration proceeding under this Article, unless that individual is present to provide evidence as a witness in the proceeding.

- H. The arbitrator shall not have the power to add to, subtract from or to modify the Agreement in arriving at a decision on the issue presented and shall confine his/her decision solely to the issue submitted for arbitration.
- I. Appeals of the Arbitrator's award shall be made consistent with D.C. law and regulations.

ARTICLE 18

PERSONNEL FILES

Section 1 – Official Files:

The District of Columbia Office of Personnel shall maintain the official files of all personnel in the unit covered by this Agreement. The employee's Official Personnel File shall be maintained in conformance with the D.C. Official Code §1-631.01 and Chapter 31 of the DPM.

Section 2 – Right to Examine:

Each employee shall have the right to examine the contents of his /her personnel files pursuant to D.C. Official Code §1-631.05.

Section 3 – Right to Respond:

Each employee shall have the right to answer any material filed in his/her Agency personnel file that may have an adverse affect on the employee and his/her answer shall be attached to the material to which it relates.

Section 4 – Access by Union:

Upon presentation of written authorization by an employee, the Union representative may examine the employee's personnel file and make copies of material needed for representation of the employee.

ARTICLE 19

PROFESSIONAL DEVELOPMENT

Section 1 - Continuing Education:

- A. The Employer encourages bargaining unit members to participate in Continuing Professional Education Programs, which are relevant to the scope of the employee's responsibilities.
- B. Requests for administrative leave may be granted upon approval of the Chief Medical Examiner or designee. Employees shall be provided, pursuant to advance approval by the Chief Medical Examiner or his/her designee, up to five business days of administrative leave annually to attend Category I CME training or equivalent requirements for nurses. The purpose of this administrative leave is to satisfy the requisite professional licensure or certification requirements.
- C. The Employer may, within determination of its budgetary needs and limitations pay for tuition, travel, lodging and meals in order to permit attendance at the continuing education activity.
- D. Requests for approval of leave or funds under this Section shall be made as far in advance as practicable through supervisory channels.

Section 2 – Publication and Presentations:

When a Medicolegal Investigator publishes an article in a professional journal or presents a paper at a professional meeting, where the individual's affiliation with the District Government is indicated in the publication and the subject of the article relates to work performed during the employee's tenure with the Employer, the Employer shall pay/reimburse the costs of photocopying a reasonable number of photocopies, slides, transparencies and other preparation costs reasonably incurred in conjunction with the publication/presentation, provided that advance approval is first obtained from the Chief Medical Examiner or his/her designee for the payment or reimbursement of such costs.

Section 3 - New Skills, Techniques and Procedures

If the Employer requires that a bargaining unit member obtain new skills, the Employer will provide notice to the employee and to the Union and provide an opportunity to bargain over the impact and effects of that decision.

Section 4 – Indemnification

Bargaining unit employees are indemnified as provided under D.C. Official Code §2-401 et seq.

ARTICLE 20

RETIREMENT

Section 1:

The District of Columbia Office of Personnel will provide or arrange for counseling for interested employees who are of retirement age.

Section 2:

The counseling may include information on voluntary deductions, benefits, insurance, and assistance in preparing the necessary retirement papers.

ARTICLE 21

EMPLOYEE ASSISTANCE PROGRAM

Section 1:

The Employer will continue to counsel and make appropriate referrals to the Employee Assistance Program which includes counseling and referral services to employees to deal with a variety of needs and problems such as job performance, emotional, family, drug, alcohol and marital problems.

Section 2:

The Employer recognizes the value of Union cooperation and support for the Employee Assistance Programs and the need to maintain open lines of communication on the program with the Union. The Union agrees to support the program actively. Meetings between designated representatives of the Employer and the Union may be held at the request of either party as the need arises.

Section 3:

Employer-Union communications will be consistent with applicable confidentiality requirements of the program.

Section 4:

The employer and the Union will cooperate in increasing the awareness of employees, supervisors and stewards of the services available through the Employee Assistance Program.

ARTICLE 22

REDUCTION IN FORCE

Reductions in force will be made in accordance with law and regulation.

ARTICLE 23

ACTING PAY

Acting pay shall be paid pursuant to the District Personnel Manual Chapter 11B.

ARTICLE 24

CONTRACTING OUT

It is recognized that contracting out of work that is normally performed by employees covered by this Agreement is of mutual concern to the OCME and the Union. Decisions regarding contracting out are areas of discretion of the OCME or a higher authority. The Employer shall comply with the provisions of all applicable laws and regulations.

ARTICLE 25

SAVINGS CLAUSE

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. In that event, either party shall have the right to demand negotiations for a substitute provision.

ARTICLE 26

Union Security

Section 1:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership.

Section 2 – Dues Checkoff:

Pursuant to D.C. Official Code §1-617.07, the Employer shall deduct dues from the bi-weekly salaries of those members who execute an appropriate membership/union dues deduction authorization form. The Union shall transmit any dues deduction authorization forms to the Employer together with an appropriate D.C. government transmittal form when such form becomes available. The Employer shall afford the Union with an opportunity to meet with any new bargaining unit members within two weeks of the employee's hiring orientation and, upon written request of any official of the Union, the Employer shall notify the Union in writing of the name and home address of any new bargaining unit member. Upon receipt of such notification, the Union shall bear the responsibility of providing any applicable legal notices to new members who authorize withholding. The amount to be deducted shall be certified to the Office of Labor Relations and Collective Bargaining in writing by the appropriate official of 1199 NUHHCE. It is the responsibility of the employees and the Union to bring errors or changes in status to the attention of the Employer. Corrections or changes will be made at the earliest opportunity after notification is received, but in no case will changes be made retroactively.

Section 3 – Service Fees:

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

Section 4 – Cost of Processing:

The Employer shall deduct \$0.18 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted.

Section 5 – Hold Harmless:

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

Section 6:

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

ARTICLE 27

EFFECTIVE DATE, DURATION, AND AMENDMENT

Section 1:

This Agreement shall be in full force and effect from the date of approval through May 30, 2007.

If either party wishes to terminate or modify this Agreement, that party shall notify the other party in writing of its intent to modify or terminate said Agreement during the period commencing ninety (90) days prior to but no later than sixty days prior to the expiration of the Agreement. If neither party gives notice to terminate or modify prior to sixty (60) days before the expiration of the contract, the Agreement shall be automatically renewed for additional one-year periods unless changed by the parties by mutual consent.

Section 2:

This Agreement constitutes the sole and entire Agreement between the parties, who do mutually waive the right to negotiate on these subjects during the life of this Agreement, except by mutual consent.

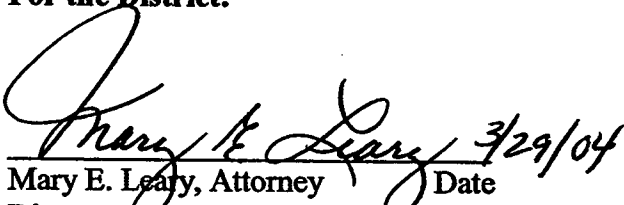
Section 3:


It is understood that any amendments to this Agreement, as stipulated in Section 2, require the same approval as the Agreement. These amendments will terminate at the same time as the Agreement.


Section 4:


The Agreement shall remain in full force and effect during the period of negotiations.

For the District:



Mary E. Leary, Attorney Date
Director
OLRCB



Marie-Lydie Pierre-Louis, M.D. Date
Interim Chief Medical Examiner
OCME

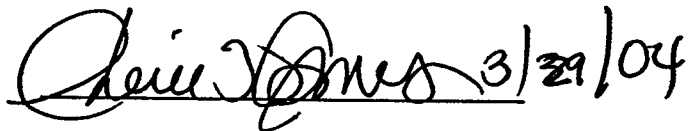

Walter W. Wojcik, Esq. Date
Supervisory Labor Relations Specialist
OLRCB

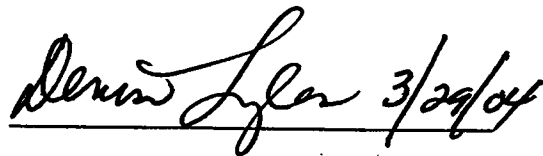

Natasha Campbell Date
Labor Relations Specialist
OLRCB

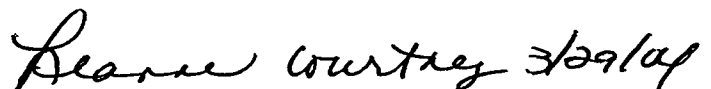
For the Union:


Theresa Reiner-Massey Date
1199 NUHCE


Cynthia Perry Date
Staff Representative
1199 NUHCE

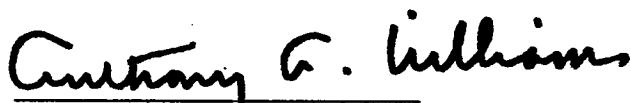

Julie Jones 3/29/04


Dennis Lyles 3/29/04


Beanne Courtney 3/29/04

APPROVAL

This collective bargaining agreement between the District of Columbia Office of the Chief Medical Examiner and 1199 Metropolitan District DC National Union of Hospital and Health Care Employees, (NUHHCE), AFSCME, AFL-CIO, dated March 29, 2004, 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 28th day of April, 2004.



Anthony Williams, Mayor