# WORKING CONDITIONS AGREEMENT

## BETWEEN

# DISTRICT OF COLUMBIA GOVERNMENT

## DEPARTMENT OF HEALTH

## **AND**

# 1199 SEIU UNITED HEALTHCARE WORKERS EAST

EXPIRES SEPTEMBER 30, 2020

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#### **PREAMBLE**

## SECTION A:

This Agreement is entered into between the District of Columbia, Department of Health, hereinafter referred to as Employer, Management, or Agency, and 1199 SEIU United Healthcare Workers East, hereinafter referred to as the Union, or the Bargaining Unit.

## SECTION B:

- 1. This preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the preamble cannot be cited as contract violations.
- 2. The Employer and the Union recognize the need to provide efficient health services to the public and to maintain and increase the quality of health services. Further, both parties agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith. Both parties agree that this agreement expresses the result of their negotiations and each party 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 as required by law.

## SECTION C:

- 1. 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.
- 2. Now therefore, in consideration of mutual covenants and promises, the Employer and the Union do hereby agree as follows:

# ARTICLE 1 RECOGNITION

## SECTION A:

The District of Columbia Government hereby recognizes 1199 Service Employees International Union, United Healthcare Workers East as the exclusive representative of all non-supervisory Allied Health Care Professionals, employed by the District of Columbia, Department of Health. See Public Employee Relations Board Case No. 91-R-01.

#### SECTION B:

Excluded from this representation are management officials, supervisors, confidential employees, employees engaged in administering the provisions of Title XVIII of the District of Columbia Comprehensive Merit Personnel Act of 1978, D.C. Law 2-139.

# ARTICLE 2 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 Agency;
- 2. To hire, promote, transfer, assign, and retain employees in positions within the Agency and to suspend, demote, discharge or take other disciplinary action against employees for cause:
- 3. To relieve employees of duties because of lack of work or other legitimate reasons;
- 4. To maintain the efficiency of the District government operations entrusted to them;
- To determine the mission of the Agency, its budget, its organization, the number of employees, the tour of duty, 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;
- 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 Agency rules, regulations, and procedures; and
- 8. To take whatever actions may be necessary to carry out the mission of the Agency in emergency situations.

# ARTICLE 3 UNION SECURITY AND DUES

## SECTION A:

The terms and conditions of this Agreement shall apply to all employees in the bargaining unit. Employees covered by this Agreement are required to either join the Union or satisfy the financial obligations specified herein during the term of this Agreement.

## SECTION B:

- 1. Pursuant to D.C. Official Code §1-617.07 (2001 Ed.), Management agrees to deduct dues and/or initiation fees from each employee's bi-weekly pay upon authorization on the form attached hereto as Exhibit 1 or in any other form designated by the Union as necessary to accommodate any changes in the 1199 dues or initiation fee structure. Within two weeks of the employee's hiring orientation, the Employer shall afford the Union with an opportunity to meet with any new bargaining unit members and shall notify the Union in writing of the name, home address and home phone number of any new bargaining unit member. Dues deduction authorizations may be revoked in accordance with the provisions of the applicable authorization form. In the absence of a dues deduction authorization (including valid revocation), Management shall deduct a service fee in accordance with Section B of this Article.
- 2. Payment of dues or service fees through wage deductions shall be implemented in accordance with this Article and procedures established by Management. Management shall submit paperwork for payroll deductions within two pay periods of the employee's entry on duty. And such deduction shall start no later than the first pay period following the completion of the employee's first thirty (30) days of employment.
- 3. The Employer shall remit all deductions to the Union on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which the paycheck was dated from which those dues, initiation fees, and service fees were deducted. Remittance of dues, initiation fees, and service fees shall be made payable to 1199 SEIU and mailed to 1199 SEIU United Healthcare Workers East, P.O. Box 2665, New York, New York 10108. This remittance shall be accompanied by a list of all employees on whose behalf dues, initiation fees and service fees are being paid. Such list shall include, for each employee, the following information: Institution/Agency; employee's name; unique employee identification number and last four digits of social security number; amount of dues, initiation fees, and/or service fees remitted. (The list shall clearly indicate which of the values listed are for dues, which are for initiation fees, and which are for service fees.) Every January and June, the Employer will provide the Union with a list of employees showing name, Grade, Step, Salary and Hourly Rate.
- 4. The Employer also agrees to furnish the Union each month with a list of names of the bargaining unit employees terminated during the month, their date of termination; and names of bargaining unit employees on leave of absence together with their beginning dates of leave of absence and type of leave.
- 5. There is a one-time initiation fee of \$50.00 or whichever amount the Union may establish from time to time subsequent to the execution of this Agreement. This one-time initiation fee will be deducted from the pay of new members upon the submission of a membership application.
- 6. Pursuant to the D.C. Official Code § 1-617.11(a), a Union which has been certified to be the exclusive representative of all employees in the bargaining unit, is responsible for representing the interests of all unit employees without discrimination and without regard

to Union membership, provided, however, that the employee pays dues or service fees consistent with law. Therefore, and 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), employees who do not pay Union dues shall pay a service fee.

- The Union will notify the Agency of the service applicable to bargaining unit employees who opt not to be members of the union, which fees shall not exceed amounts established by Federal legal guidelines. This fee shall not exceed the Union membership dues, which shall be \$37.50 per pay period for all current bargaining unit employees based on their current gross pay as of July, 2011, or whichever amount the Union may establish from time to time subsequent to the execution of this Agreement. However, within two weeks of any new hire in the bargaining unit, the Agency will provide the Union with written notification, including, name, contact information, scheduled pay. The Agency will notify the Union of any reduction in an employee's scheduled hours and indicate the new regular pay biweekly. The Union will notify the Employer of any reduction in dues. The Employer will not be liable for any overage.
- 8. The Employer shall withhold the service fee, and the amount deducted shall be transmitted to the Union as provided in Section B3 of this Article.
- 9. Upon notice from the Union of an adjustment in dues and/or service fees, be it an increase or decrease, the Employer shall implement such adjustment as soon as practicable not later than sixty (60) days of receiving notice.
- 10. Union dues and/or the service fees withheld under this Article shall be transmitted to the Union minus a collection fee of ten cents (\$0.10) per deduction per pay period.
- 11. The Employer shall be relieved from making authorized dues deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absence items (b) (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Paragraphs B. and C. of this Article. These provisions, however, shall not relieve any employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the union.
- 12. The Employer shall not be obliged to make deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

## SECTION C: Check-Off/Political Action Funds

- Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee per pay period the amount of Political Action funds specified in said authorization and remit the funds as described in Section C3 herein.
- 2. The written authorization form shall be in the form annexed hereto as Exhibit 2, or in any other form designated by the Union as necessary to accommodate political action deductions, and shall contain the following information: employee's full name; D.C. Government employee identification number, deduction amount per pay period (or sufficient information to calculate same); employee address; Political Action Fund name; Political Action Fund address; signature of Employee; and date.
- 3. The Employer shall remit the funds to the Union in the same manner and at the same time as the Employer remits dues payments. Remittance of Political Action funds shall be paid by separate check from any payment made for membership dues, which check shall be made payable to 1199 SEIU Political Action Fund and mailed to 1199 SEIU United Healthcare Workers East, P.O. Box 2665, New York, NY 10108. The funds shall be accompanied by a list of all employees on whose behalf Political Action funds are being submitted. Such list shall include, for each employee, the following information: Institution/Agency, employee's name, D.C. Government Employee Number, and amount remitted.

## SECTION D:

All lists referenced herein shall be transmitted in electronic format, if possible. The Employer shall provide to the Union the name, title, e-mail address, and telephone number of one person responsible for each list to be submitted who can directly authorize and produce such electronic transmission.

#### SECTION E:

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify, and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union further indemnifies and holds the Employer harmless from any claims, actions or proceeding by any government agency or by any groups relating to these deductions so long as such groups are not funded directly or indirectly by the Employer for an 1199 SEIU Political Action Fund. Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

# ARTICLE 4 EMPLOYEE LISTS

The Employer, through the Office of Labor Relations and Collective Bargaining, shall furnish the Union on an annual basis a list of all employees in the Bargaining unit including titles, Agency/Department/Division, pay grade, and telephone and contact information, within two (2) weeks of the beginning of the year. On a monthly basis thereafter, the Employer, through the Office of Labor Relations and Collective Bargaining, shall supply a list of new employees and resignations, as well as updates to the titles, Agency/Department/Division, pay grade, and telephone and contact information.

# ARTICLE 5 BARGAINING UNIT RIGHTS

SECTION A: BARGAINING UNIT ACTIVITIES ON EMPLOYER'S TIME AND PREMISES:

- 1. The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Bargaining Unit Representatives shall be allowed to:
  - a. Post Bargaining Unit notices on designated bulletin boards;
  - b. Transmit communications authorized by the Union to the Employer or his representatives;
  - c. Consult with the Employer, his representative, District or local officials, other Bargaining Unit representatives or employees, concerning the enforcement of any provisions of the agreement.
- 2. 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.

## SECTION B: VISITS BY BARGAINING UNIT REPRESENTATIVES:

- 1. The Employer agrees that authorized representatives of the Union 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.
- 2. Upon entering a work area other than his/her own, the Union representative shall advise the appropriate supervisor of his/her presence and the name of the employee he/she desires to visit. In the event the Union representative wishes to visit a work area but not

to meet with a bargaining unit member, he/she must notify the appropriate supervisor upon arrival.

## SECTION C: BULLETIN BOARDS:

- 1. The Employer agrees to provide bulletin board space labeled with the Union's name where notices of official Union matters may be posted by the Union. Provisions will be made for Union use of space on existing bulletin boards in the units.
- 2. Notices shall not contain any 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 immediately, or within five (5) working days upon the Agency's request.
- 3. The Union shall indemnify, defend and otherwise hold the employer harmless for any libelous statements or materials posted should anyone pursue a claim for union posted material and it shall be a sole matter between the Union and the claimant.
- 4. The District of Columbia Government shall not be liable in any way for material posted on Union Bulletin Boards.

# ARTICLE 6 BARGAINING UNIT REPRESENTATIVES

## SECTION A:

- Delegates shall be designated by the Bargaining Unit and shall be recognized as employees' representatives. The Bargaining Unit shall supply the Directors of the Department of Health and the Office of Labor Relations and Collective Bargaining (OLRCB) with lists of names of Delegates and areas of assignments, which shall be posted on appropriate bulletin boards. The Union shall notify the Director and the OLRCB of changes in the roster of representatives within twenty-one (21) days of such change. Delegates are authorized to perform and discharge Bargaining Unit duties 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 permission of his/her immediate supervisor and the supervisor in the area he/she will visit to permit scheduling that will cause a minimum disruption of work activities.
- 2. Bargaining Unit Representatives Rights, as established by this 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 Representative" and "Bargaining Unit Representatives" include Union Delegates, Officers, Executive Board members and staff representatives.

## SECTION B:

The election of Delegates shall be the sole responsibility of the Union.

## 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 administrative leave, leave of absence (without pay) or annual leave for the purpose of attending a Union sponsored convention, caucus, conference, or training seminar. 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 bargaining unit employees and employee representatives Official Time in the manner hereinafter described to receive, investigate, prepare, and present grievances. 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.
  - a. When it is necessary for contacts to be made between employees and delegates in connection with the prosecution of a grievance/complaint, the employee 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 named grievance/complaint) and notification of the location to be visited.
  - 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 said 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, such employee shall report to his/her supervisor that he/she is ready to return to his/her tour of duty.
  - c. Employees shall be granted Official Time as authorized, to be estimated in advance, upon individual request within their scheduled working hours to present grievances or complain to Management.
  - d. Delegates shall be granted Official Time, to be estimated in advance to investigate, receive, and present grievances or complaints in accordance with the negotiated grievance procedures (see Article 15).
- 2. The Agency agrees that permission for Union representatives or employees to conduct bargaining unit business as defined in Section E below will not be unreasonably denied, or 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/complaint interfere with the performance and reporting requirements of employees.
- 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) Union staff member may also attend at any step.

## SECTION E:

- 1. Bargaining Unit business as used in this Article is defined as follows:
  - a. Preparation and presentation of grievances and appeals;
  - b. Consultation between Bargaining Unit Representative and authorized management officials affecting employees in the bargaining unit;
  - c. Representation on committees established under this agreement;
  - d. Training relevant to bargaining unit issues.
- This list is not meant to be exclusive of other functions which may be necessary for the enforcement of this collective bargaining agreement.

## SECTION F:

- In no case will internal Union business be conducted on Official Time. Delegates or their designees may be granted Official Time to conduct Union business as defined in Section E. Such requests for Official Time shall be made to and approved by the employee's immediate supervisor who may consult with the OLRCB.
- 2. When committees are established pursuant to this Agreement, or the Compensation Agreement between the parties, 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 and the OLRCB of changes in the list within twenty-one (21) days of such change. Committee representation shall be provided only to those members and alternates designated on such list.

# ARTICLE 7 EQUAL EMPLOYMENT OPPORTUNITY

## SECTION A: EQUAL EMPLOYMENT OPPORTUNITY

1. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 et seq. (2001 Ed.) (Act), the Agency and the Union agree not to

discriminate for or against employees covered by this Agreement on account of membership or non-membership in the Union, or on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business.

- 2. The Parties recognize their responsibility to promote and ensure equal employment for all persons without regard to actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business and to promote the full realization of EEO through positive programs of affirmative action at every management level within the Agency.
- 3. Management and the Union agree to cooperate in providing equal employment opportunity for all members of the bargaining unit. The Employer pledges to ensure compliance with the D.C. Human Rights Law, D.C. Official Code Section 2-1401.01, et seq. (2001 Ed.).
- 4. 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, and do not constitute a basis for a grievance under this Agreement.

## SECTION B: SEXUAL HARASSMENT

- 1. Sexual harassment is a form of sex discrimination, which is prohibited by the Act. In addition, harassment based on any of the above-protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subjected to disciplinary action. 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.
- 2. 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 8 NO STRIKES AND LOCKOUTS

## SECTION A:

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 Section 1-617.04 and 1-617.05 (2001 Ed.).

## SECTION B:

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 9 ORIENTATION

## SECTION A:

- 1. New employees shall be given general orientation within thirty (30) days of hire followed by specific orientation to the practice of the respective discipline within the Department of Health within fourteen (14) days of hire. This orientation shall include, but not be limited to the following:
  - General orientation and organizations structure of the Department of Health and the District Government;
  - b. Legal rights of clients and staff, including HIPPA training; and
  - Familiarization with Allied Health clients' services and employee benefits.
- The orientation program can/may be structured and in writing.
- 3. Specific orientation to the work area(s) assigned by the immediate supervisor shall be tailored to the needs of the individual.
- 4. Rehires and inter or intra agency transfers will receive orientation as required and determined by the immediate supervisor. Such orientation period may vary, depending on the experience of the employee.

#### SECTION B: ORIENTATION MATERIALS

Appropriate materials may be provided for review by Management to the Union. Orientation schedules will include an outline of the content to be included.

## SECTION C: NEW EMPLOYEE ORIENTATION

A Union representative will be given time during the Agency's new employee orientation to explain the role and status of the Union to new employees. The Union may provide each new employee with an orientation package to be assembled by the Union.

# ARTICLE 10 LABOR MANAGEMENT COMMITTEE

## SECTION A:

Unless otherwise agreed to, there shall be a Labor/Management Committee established and maintained during the course of this agreement; which shall be comprised of and function as follows:

- 1. Management shall consist of the Director of the Department of Health or the Deputy Director(s) or their designees; a representative of the highest level of Management in the Agency and other persons whose presence is determined by the Employer to be necessary for discussion of the agenda items.
- 2. Labor shall consist of the D.C. Area representative and Delegates of the Bargaining Unit. Additional employee participants may be added by the Union if necessary for discussion of agenda items.

## SECTION B:

- The Committee shall meet periodically, at least once in each four (4) month period provided a proposed agenda is presented a week in advance of that time that will assure attendance of the committee members.
- 2. At least ten (10) 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 will be canceled unless an agenda is presented a week before by either side.

## SECTION C:

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Topics for discussion may include any issue relating to Allied Health Employees that could affect members of the bargaining unit. Nothing shall be agreed to in these meetings that will have the effect of altering or amending this collective bargaining agreement.

## SECTION D:

- 1. The Committee shall at its first meeting name standing subcommittees, to the extent necessary, which shall operate independently of the Committee. Subcommittees shall include two (2) members for each side or more if jointly agreed. Subcommittees will meet as needed, at the request of either side, but not more often than once each thirty (30) days, unless upon joint agreement.
- Reasonable effort will be made to schedule Committee and Subcommittee meetings on working time for all members. Employee members of Labor who are scheduled to work at the time of the meeting will receive a reasonable amount of Official Time as necessary to attend meetings consistent with Article 6 of this agreement. In no case, will overtime be paid to anyone as a result of the implementation of this Article.
- 3. If necessary, based on the mutually agreed upon need to address Agency-wide issues, Agency-wide labor-management meetings may be convened. The Committee members for the respective sides shall consist of all individuals referenced in Sections 1 and 2 above. All other conditions established in this Article (i.e., scheduling, agenda, topics for discussion, etc.) shall apply to such Agency-wide meetings.

# ARTICLE 11 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 on the D.C. Department of Human Resources web site.

## SECTION C:

- 1. 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.

## SECTION D:

Where two (2) of the best qualified candidates for Bargaining Unit positions are equal, as determined by the Sclecting Official, consideration will be given to the employee with the longest continuous service as Allied Health Professionals with the Agency, or its predecessors.

## 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 within the jurisdiction of the D.C. Office of Human Rights and are not subject to the negotiated grievance procedure.

## ARTICLE 12 HOURS OF WORK

The establishment of workweeks and work schedules shall be in accordance with the provisions of the D.C. Official Code §1-612.01, et seq. (2001 Ed.).

## SECTION A:

- 1. In accordance with the D.C. Official Code §1-612.01 (2001 Ed.), the regular basic work week is established at not more than forty (40) hours per week performed within a period of not more than six (6) of any seven (7) consecutive days within the standard administrative work week, beginning with Sunday and extending through Saturday.
- The parties agree that allowing employees to arrange alternative tours of duty enhances their morale, their health and the balance between their work and personal lives. Alternative tours of duty are permitted with the approval of the supervisor. If the employee feels that a request for an Alternative tour of duty has been unreasonably denied, he or she may appeal to the next administrative level which is the final appeal.

## SECTION B:

Employees will report to work, ready to perform the duties of their positions, at the scheduled starting time of their tours of duty. If the designated reporting site differs from the location where an employee will actually be working, the employee will be allowed a reasonable amount of time to proceed directly to the reporting site from his or her work location.

## SECTION C:

Issues concerning alternative tours of duty are appropriate subjects for Labor-Management meetings.

## ARTICLE 13 LEAVE, VACATION AND ATTENDANCE

## SECTION A: ANNUAL LEAVE

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- 1. Employees shall earn and use annual leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the District Personnel Manual. Employees are entitled to use annual leave subject to the approval of the employee's supervisor who will not deny such leave for arbitrary or capricious reasons.
- 2. Advance Annual Leave: Subject to the applicable District Personnel Regulations, 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.

## SECTION B: SICK LEAVE

- 1. Employees shall earn and use sick leave in accordance with the provisions of the District of Columbia Government Comprehensive Merit Personnel Act and the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2.
- 2. Sick leave is a period of absence with pay granted employees in any of the following circumstances:
  - a. When incapacitated for the performance of duties, sickness, injury, or pregnancy, and confinement or for medical, dental or optical examination or treatment;
  - b. When a member of the immediate family of any employee is afflicted with a contagious disease and requires the care and attendance of the employee; or
  - c. When through exposure to contagious disease, the presence of the employee at his or her post of duty would jeopardize the health of others.
- 3. 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 from the performance of duties under the above-stated circumstances.
- 4. Requesting Sick Leave:

Employees unable to report for work for their tour of duty due to one or more of the reasons stated in Sections B1, above will request sick leave from the appropriate leave approving official. If the leave-approving official is not on duty, another official with

authority to act on requests will be on duty. Sick leave requests may be made in person on a properly completed DCSF-71 if the requesting employee is on duty at the time of the request, or by telephone or other appropriate means if the employee is not on duty at the time of the request.

- a. Employees shall request sick leave at least an hour before the start of their scheduled tour of duty, except in the case of emergency.
- b. Employees will keep their leave approving official informed of the expected date of their return to duty, providing as much advance notice as practical of a change in the expected date of their return. An employee who requests a certain amount of sick leave (i.e., eight (8) hours) is expected to call back to request additional sick leave. If more is needed, leave-approving officials (or alternates) will not arbitrarily restrict the amount of sick leave granted (i.e., no more than eight (8) hours).
- c. When an employee requests sick leave, he or she will indicate the general nature of the incapacitation (or other reason for the request) and indicate his or her estimated date of return to duty. If an employee calls in to request sick leave and is informed that no leave-approving official (or alternate) is available to take the call, the employee will leave a message that he or she is requesting sick leave, indicate the general nature of the incapacitation (or other reasons for the request) and indicate his or her estimated date of return to duty. If the employee does not hear from the approving official within 24 hours, the employee shall again call in and repeat the process.

## 5. Granting Sick Leave:

- a. Accrued sick leave, properly requested and supported by administratively acceptable documentation will be granted in the situations specified in Section B1 above. In cases where the nature of the illness is such that an employee did not see a medical practitioner, a medical certificate may not be required if the employee provides an acceptable explanation.
- b. Generally, medical documentation will not be required for periods of less than three (3) days. For extended absences (i.e., more than three (3) working days) and for shorter periods when the employee has been advised that such evidence will be required and/or the supervisor reasonably doubts the employee's explanation, the supervisor may require medical documentation.
- Advance Sick Leave: Advanced sick leave shall be handled in accordance with the applicable District policies and regulations. An employee who is incapacitated for duty because of serious illness or disability may be advanced sick leave for up to thirty (30) days. An employee's request for advance sick leave must be in writing and must be supported by medical documentation acceptable to the immediate supervisor and

forwarded through the channels to the official authorized to approve the request. The approving official will consider the request in a timely manner.

7. Information given by an employee to a supervisor to support a granting of sick leave shall be treated as confidential information.

## SECTION C: LEAVE WITHOUT PAY (LWOP)

- 1. Subject to the applicable District Personnel Regulations, an employee may be granted leave without pay. Normally, the initial period of leave without pay shall not exceed twelve (12) months.
- 2. The retention and accumulation of rights, benefits and privileges by employees who are on leave without pay shall be subject to the applicable District Personnel Regulations.
- 3. When an employee who is granted a leave of absence without pay due to illness or disability is reinstated, he or she shall be reinstated in accordance with District personnel regulations.

## SECTION D: UNAUTHORIZED ABSENCE

- 1. Subject to the applicable District Personnel Regulations, employees may be charged unauthorized absence, which is a non-pay status, for an absence from duty not authorized by a proper leave-approving authority.
- 2. Unauthorized absence is charged when employees are absent without permission or have not notified their supervisor or provided satisfactory explanation or documentation for the absence from duty. An unauthorized absence 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 acceptable documentation.
- 3. Occasional unavoidable or necessary absence of less than one hour, including tardiness, with satisfactory explanation, may be excused without charge to leave or, if the circumstances warrant, the employee may request and be granted annual leave instead of being charged unauthorized absence. An employee who is to be granted annual leave or placed in an unauthorized absence status for unexcused tardiness shall be informed of the amount of time to be charged before reporting to his/her work location (if different from reporting site). The amount charged will not exceed the minimum charge (one hour) necessary to cover the period of absence in accordance with the DPM. The employee will not be required to report to the work location (if different from the reporting site) or allowed to perform work during any portion of the period he/she is charged for the absence. Upon arrival to the duty, an employee who is tardy must immediately report to his/her leave approving official or that official's designee.

## SECTION E: MATERNITY AND PATERNITY LEAVE

- 1. Appropriate maternity leave before and following childbirth shall be granted at the request of the employee. The employee is obligated to advise her supervisor, and in advance, of the anticipated leave date. The length of incapacitation is to be determined by the employee and her doctor. Maternity leave may be accumulated annual leave, sick leave, or leave without pay, and shall be requested and approved in accordance with existing regulations. Sick leave may be granted only for the period of incapacitation.
- 2. A male employee may request annual leave or leave without pay for the purpose of assisting in caring for his minor child and /or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for such reasons shall be consistent with policies for granting leave in similar situations and such a leave request shall be considered on its own merits.

## SECTION F: EXCUSED ABSENCES

- 1. Subject to the applicable District Personnel Regulations, employees may be granted an excused absence.
- 2. An excused absence is an absence from duty administratively authorized without loss of pay and without charge.
- 3. An excused absence is ordinarily authorized on an individual basis, except when the establishment is closed, or a group of employees are excused from work for various reasons.

## SECTION G:

The Management and the Union agree that family medical leave issues are important to all members of the bargaining unit. The parties therefore agree that the provisions of the District of Columbia Family and Medical Leave Act, D.C. Official Code § 32-501, et seq. (2001 Ed.), shall be enforced.

## ARTICLE 14 OFFICIAL TRAVEL

- 1. The Employer shall make every effort to secure the use of government vehicles for bargaining unit employees required to travel away from their work location to conduct official business.
- 2. The Employer agrees to reimburse each employee authorized to use his/her personal vehicle for official business at the prevailing rate established in the compensation agreement in effect between the parties when the instant agreement becomes official.

- The Employer will make every effort to decide and respond to an employee's request for approval for travel or expenses in advance of any scheduled travel. And all decisions and responses will be made within eighteen (18) calendar days. Furthermore, the Employer's failure or refusal to decide and respond to an employee's request for approval for travel or expenses relating to events or training mandated pursuant to a grant by the Center for Disease Control (CDC) or other grantor within fourteen (14) calendar days of submission of that request will be deemed an approval by the Employer of the request.
- 4. When the employee submits a mileage reimbursement voucher, it will be the responsibility of the Employer to forward all mileage vouchers to the appropriate Agency/CFO official(s) within two (2) weeks. Within one month of receipt by the appropriate official, the employee shall be reimbursed.
- 5. The Employer agrees further that employees using public transportation for official business shall be provided bus tokens or fare cards in advance.

# ARTICLE 15 GRIEVANCE PROCEDURE AND DURATION

## SECTION A: GENERAL

- 1. This procedure is established for use in the settlement 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 Department of Health or District of Columbia rules, regulations, or procedures which adversely affects the bargaining unit member's terms and conditions of employment.
- 2. Appeals of corrective or adverse actions shall be handled in accordance with applicable laws and regulations and are not subject to this grievance procedure article.
- 3. No step of this procedure may be skipped except by mutual consent between D. C. Government and the Bargaining Unit. (See Section B: details of explanation of steps.) The time limits set forth in this Article may be extended only by mutual consent. A grievance at any step received after 12 noon shall be considered to have been filed on the following day.
- 4. Each grievance filed at Step(s) 2, 3, 4, and 5 of this procedure shall contain: (1) Date grievance occurred; (2) Name of Bargaining Unit representative filing grievance; (3) Date grievance was filed; (4) Name of grievant and work site; (5) Name of Section Chief, Administrator, or other Management official with whom grievance was filed; (6) Nature of grievance; (7) Article and Section of Contract violated; and (8) Action requested.
- 5. Matters submitted under negotiated grievance procedures will not be grieved or appealed through other established administrative mechanism or vice versa.

- 6. If otherwise in a duty status, the employee and his Bargaining Unit representative, if employed by the District Government, are entitled to a reasonable amount of Official Time to present and pursue the grievance.
- 7. For the purposes of this Article, working days 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.

## SECTION B: PROCEDURE:

- Step 1: The aggrieved employee, with or without a Delegate, shall take up the grievance orally with the employee's immediate supervisor within ten (10) working days of the date of the grievance or of the employee's knowledge of its occurrence. The supervisor shall respond orally to the aggrieved employee and/or Delegate 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 a Union representative to the Administrator within ten (10) working days after the supervisor's response is due. The Administrator shall respond in writing to the Union representative within ten (10) working days.
- Step 3: If the grievance is still unresolved, it shall be presented in writing by a Union representative to the Senior Deputy Director within fifteen (15) working days. The Senior Deputy Director or his representative may convene an informal hearing prior to replying to the grievance, and shall respond in writing to a Union representative within fifteen (15) working days after the date of hearing or receipt of the grievance.
- Step 4: If the grievance is still unresolved, it shall be presented in writing by the Union representative to the Director within ten (10) working days after the response from Step 3, is due. The Director or his official representative shall reply in writing to the Bargaining Unit 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. Notice to the Employer must be served simultaneously on the Director and OLRCB.

## SECTION C: ARBITRATION

ACTION STORY

- 1. Within fifteen (15) calendar days from the date of the request for arbitration, either party may initiate a request to the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The OLRCB and the Union shall select an arbitrator within five (5) working days after the receipt of such list. If they cannot mutually agree upon one (1) of the listed arbitrators, then the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.
- 2. If before the selection process begins, none of the submitted arbitrators are acceptable, a new panel may be sought. If either party refuses to participate in the selection process, the Tribunal 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 of alleged violation, misinterpretation or misapplication of this agreement or the compensation agreement, or alleged violation, misinterpretation or misapplication of the Department of Health, or District of Columbia rules, regulations or procedures which adversely affects the bargaining unit member's terms and conditions of employment may be submitted except with the consent of the arbitrator and mutual agreement of the parties. This provision shall not prohibit an arbitrator from fashioning an issue or remedy that he/she deems appropriate.
- 4. The parties will make reasonable efforts to schedule hearings within 120 days of the filing date.
- 5. The arbitrator shall not have the power to add, subtract from, or modify the provisions of this Agreement through the award.
- 6. The decision of the arbitrator shall be final and binding on the parties and shall be rendered within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the parties' briefs, if any, whichever is later.
- 7. Expenses for the arbitrator's service and proceedings shall be borne equally by the Employer and the Union. 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. No arbitration award shall include payment of attorney or representatives' fees or costs.
- 8. If either party refuses to arbitrate because of its assertion that no valid collective bargaining agreement exists between the parties or that the substantive matter in dispute is not within the scope of the collective bargaining agreement, the arbitrator shall not have jurisdiction or authority to rule on the matter at all. The party disputing such assertion may request the PERB or D.C. Superior Court to compel arbitration on the matter.

9. Procedural issues not encompassed in the preceding paragraph may be raised first at the arbitration hearing and must be decided before a hearing on the merits, even if such results in a bifurcated arbitration hearing.

# ARTICLE 16 CORRECTIVE OR ADVERSE ACTION

## SECTION A:

Corrective and adverse actions may be imposed pursuant to law and Chapter 16, of the District Personnel Manual.

## SECTION B:

Corrective and adverse actions shall be corrective rather than punitive and shall reflect the severity of the infraction.

## SECTION C:

Corrective and adverse actions shall require prior written notice of the grounds on which action is proposed to be taken.

## SECTION D:

Except in the case of summary discipline, corrective and adverse actions shall require an opportunity to be heard (which may be in writing only) before the action becomes effective. When summary discipline is imposed an opportunity for a hearing shall be afforded within a reasonable time after the action becomes effective in accordance with applicable regulations.

## SECTION E:

Corrective and adverse actions shall provide that the head of the Agency shall be the final administrative authority with respect to the action.

#### SECTION F:

Disciplinary action imposed on probationary employees shall be governed by applicable District regulations, and may not be grieved under this collective bargaining agreement.

## SECTION G:

When a supervisor has reason to discipline an employee, it shall be done professionally. To the extent possible under the circumstances, discipline will be administered outside of the presence other employees or the public. Employees also are expected to conduct themselves in a professional manner.

## SECTION H:

Upon request, the Union will be given copies of any documentation used to support discipline of a member. Documentation used to support discipline shall be provided without charge, prior to or at the first grievance meeting.

# ARTICLE 17 PERSONNEL FILES

## SECTON A:

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

## SECTION B:

An employee and his/her authorized representative shall be permitted to examine his/her personnel file in accordance with Personnel Rules. The employee or his/her representative shall indicate in writing and place in the employee's file that he/she has examined said file.

## SECTION C:

Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that he/she has examined said file and the reasons for said examination.

## SECTION D:

Administrators may forward for placement, or employees may request placement of, information of a positive nature indicating competencies, achievements, performance or contributions of an academic, professional or civic nature in the employee's official personnel file. In addition, all other pertinent information shall be placed in the employee's file.

## SECTION E:

In accordance with the provisions of-the guidelines and regulations of the District Personnel Manual, Chapter 31A, Records Management and Privacy of Records, confidential inquiries and replies to any such material received by the District government 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 the positions. However the use of such medical information shall not be in violation of D.C. or Federal law.

#### SECTION F:

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 in accordance with D.C. Personnel Regulations. The employee shall be made aware of information described in this paragraph being placed in the file and have the right to answer any material filed and the answer shall be attached to the file copy.

#### SECTION G:

Information other than records of official personnel actions shall be considered untimely and shall not be used in any manner in dealing with discipline or adverse action if it concerns actions occurring more than three (3) years in the past.

## ARTICLE 18 EDUCATION

## SECTION A:

- 1. In order to keep abreast of current practices in Public Health, employees may be required to apply for job related education and training. The Employer may provide educational/ training opportunities that will enhance the Allied Health Care Professionals' ability to meet licensure and privileging requirements as set by the Department of Health and the District of Columbia Government.
- 2. No administrative leave may be granted to Bargaining Unit employees for job related education/training and/or CEU's in the respective disciplines.
- 3. Bargaining Unit employees may be reimbursed by the Agency for obtaining training/CEU's in their respective discipline necessary to maintain their licensing as required by law or licensing board. Every effort shall be made to apply for approval of payment in advance of any scheduled training.
- 4. Administrative leave will be given for training required and paid for by a grant.

## SECTION B:

- 1. There shall be a standing committee on Professional Development Education, with equal representation by labor and management.
- 2. The committee's responsibilities may include the following:
  - a. Making recommendations regarding the specific needs for in-service education programs.

- b. Receiving requests for the addition of programs or courses. The committee will review and recommend programs for ongoing education.
- c. The committee shall have access to any available information concerning training, including sources and costs.
- d. The committee shall make training and education recommendations to the Director of the Department of Health as needed.

#### SECTION C:

The Agency agrees to meet and bargain with the Union regarding training programs, monies available to Bargaining Unit personnel, and other issues the Union may have regarding training.

# ARTICLE 19 REDUCTION IN FORCE

## SECTION A:

Reductions-in-force shall be implemented under the provisions of D.C. Official Code § 1-624.08 (2004 Supp. to 2001 Ed.).

## SECTION B:

The Employer agrees to send written notification to the Union of all proposed reductions-inforce that may affect unit employees, including the position and location. The Employer will bargain with the Union concerning the impact and effects of the RIF.

# ARTICLE 20 DETAILS AND REASSIGNMENTS

## SECTION A:

Bargaining Unit members may submit requests for details or reassignment to other positions and work locations within the Department of Health.

## SECTION B:

Where involuntary reassignment or details are necessary, the Employer will attempt to reassign the least senior qualified employee.

# ARTICLE 21 CONTRACTING OUT

## SECTION A:

The Agency agrees to notify the Union thirty (30) days prior to final action or execution of an agreement to contract out services provided by Bargaining Unit employees, and bargain concerning the impact of such contracting out. The conduct of such contracting out shall be in accordance with D.C. law.

## SECTION B:

This provision shall not apply when contracting is required to meet an immediate unanticipated need or in Court ordered emergency situations.

# ARTICLE 22 HEALTH AND SECURITY

#### SECTION A:

- 1. 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.
- 2. Any time an employee is required to perform tasks which he/she believes would endanger his/her safety or health, or that of the client he/she is to notify his/her supervisor or designee. If not resolved at that level, the employee can bring the matter to the immediate attention of the next level of supervision. The employee shall document the incident on the appropriate incident sheet, as determined by management.
- 3. When work sites are closed for unsafe conditions or otherwise closed, employees who have reported for duty shall be reassigned or, based upon needs of the services as determined by the Employer, be granted appropriate leave.
- 5. If worksites are closed during the course of a workday and employees are reassigned, the employee will be compensated for transportation to the new worksite in accordance with Article 14.
- 6. Issues involving environmental conditions will be reported and processed in accordance with agency procedures.

7. Nothing in this article shall prevent employees or the Union from filing reports with the District of Columbia Office of Risk Management in accordance with applicable procedures.

## SECTION B:

- The Union shall designate one (1) Health and Safety Officer and an alternate to facilitate the implementation of this Article. The Union shall provide the Chief Operating Official with the names of the Health and Safety Officer and Alternate and will notify the Chief Operating Official of any changes in these designations.
- 2. The Union shall have an opportunity to designate a representative and an alternate to serve on each Committee which exists or may be established that addresses bargaining unit members' health and safety issues.

## SECTION C:

- 1. The Employer and the Union agree that the personal safety of the employees in the course of performing their duties is of primary concern; thus when necessary, appropriate measures shall be taken to enhance the personal security of staff such as:
  - a. Providing an escort or team member with the employee assigned to make home visits;
  - b. Providing training in safety awareness and personal security and self-defense; and
  - c. Considering additional measures to improve security at worksites, including but not limited to cellular phones, metal detectors, surveillance cameras and two (2) way radios.
- 2. The Employer and Union agree that improved security is an appropriate issue for discussion at regular Labor/ Management meetings.

# ARTICLE 23 INCLEMENT WEATHER

Employees 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 24 EQUIPMENT AND SUPPLIES

## SECTION A:

The Employer will provide adequate supplies and equipment necessary to perform services.

## SECTION B:

To the extent possible, sufficient space shall be made available for the confidential interviewing of clients.

# ARTICLE 25 PROFESSIONAL PRACTICE

## SECTION A: JOB DESCRIPTIONS

- 1. The Employer shall make available to each new employee the written job description.
- 2. Employees already employed may receive a copy of their job description upon request.

## SECTION B: POLICY MANUAL

A time table for obtaining an updated applicable policy manual shall be a valid topic for discussion in labor management meetings.

## SECTION C: STAFFING

- 1. Staffing decisions that impact the professional practice of business unit employees are appropriate subjects for Labor Management meetings. When changes in staffing occur, the Employer agrees to meet and bargain with the Union prior to such changes taking effect, however, the Department of Health retains all management rights concerning staffing pursuant to the D.C. Official Code §1-617.08 (2001 Ed.).
- 2. The Employer shall determine the employee staffing levels for all programs necessary to provide quality health care services within the duration of the life of the contract. In the determination of these staffing levels the Director shall consider the recommendations of a committee of the bargaining unit members designated by the Union.

# ARTICLE 26 PERFORMANCE EVALUATIONS

The Agency shall establish a performance management system in accordance with D.C. Official Code §1-613.51, et seq. (2001 Ed.).

## ARTICLE 27 PRINTING COSTS

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

## ARTICLE 28 SAVINGS CLAUSE

In the event any Article, section or portion of the Agreement shall be rendered invalid and unenforceable by any law, court or higher authority of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specified in the decision, and upon issuance of such a decision, the Employer and the Union agree to negotiate a substitute Article, Section or portion thereof.

# ARTICLE 29 FINALITY OF AGREEMENT

The Agreement represents the complete agreement of the parties with respect to all matters that were or could have been negotiated. 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. This agreement may only be modified or amended by a written document signed by authorized representatives of both parties.

# ARTICLE 30 DURATION

This Agreement shall be in full force and effect from the date this agreement is signed by the Mayor, and shall remain in effect until September 30, 2020. The Agreement shall be automatically renewed for one (1) year thereafter unless either party gives the other party written notice of intention to terminate or modify the Agreement between eighty (80) and one hundred fifty (150) days prior to the stated termination date.

## **MEMORANDUM OF AGREEMENT**

## Between

The District of Columbia Department of Health

And

## 1199 SEIU United Healthcare Workers East

The District of Columbia Department of Health (DOH) and 1199 SEIU United Healthcare Workers East (SEIU) are parties to a working conditions collective bargaining agreement (CBA) that will expire by its terms on September 30, 2017.

Neither Party desiring to change the terms of the CBA, the Parties have agreed to roll over the existing terms of the CBA for three years ending on September 30, 2020. There are no changes to the CBA that expires on September 30, 2017.

IN WITNESS, WHEREOF, the undersigned duly authorized representatives of the Parties have affixed their signatures:

FOR SEIU	FOR DOR
Sesa Wallace LISB Williage, 1199 SEIU-UHWE	LaQuandra Nesbitt/MD, MPH, Director
Call Such 18/29/2017 Calvin Lucas, 1199SEIU-UHWE/	Lionel Sims, Director OLRCB
Emily Blake, 1199SEIU-ÜHWE	Earl H Munghy A 9/8/2017 Earl Murphy, Labor Liaison DOH
Andrew Hennenfent, 11995EIU-UHWE	Dean Aqui, Supervisory Atty. Advisor, OLRCB

## APPROVAL

This collective bargaining agreement between the District of Columbia Department of Health and 1199 Service Employees International Union United Healthcare Workers East, dated November 2017 has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code and is hereby approved on this 21 day of November 2017.

Murie E. Bowser, Mayor