

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

**EFFECTIVE THROUGH**

**SEPTEMBER 30, 2009**

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# **NON-COMPENSATION ARTICLES**

## **ARTICLE 1 PREAMBLE**

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

## **ARTICLE 2 RECOGNITION**

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

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

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

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

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

### **ARTICLE 3 DEFINITIONS**

#### **Section A**

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

#### **Section B**

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

### **ARTICLE 4 UNION SECURITY**

#### **Section A     Membership**

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

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

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

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

#### **Section C     Dues Checkoff**

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

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

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

#### Section D     Service Fees

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, and as provided by D.C. Official Code § 1-617.07 and 1-617.11(a), upon the Union's request that employees who do not pay Union dues shall pay a service fee amount (not to exceed Union dues), the Employer shall withhold the requested service fee. The amount deducted shall be forwarded to the Union within ten (10) days after each pay day, with a list of employees from whom the service fee was deducted.

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

#### Section E     Administrative Fee

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

#### Section F     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 G**

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

**ARTICLE 5 MANAGEMENT RIGHTS**

**Section A     Management Rights in Accordance with CMP**

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

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

1. To direct employees of the agency;
2. To hire, promote, transfer, assign, and retain employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
3. To relieve employees of duties because of lack of work or other legitimate reasons;
4. To maintain the efficiency of the District Government operations entrusted to them;
5. To determine the mission of the agency, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work; or its internal security practices; and
6. To take whatever actions may be necessary to carry out the mission of the District Government in emergency situations.

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

**Section B     Exercise of Management Rights**

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

## **ARTICLE 6 STRIKES AND LOCKOUTS**

### **Section A     Unlawful Strikes**

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

### **Section B     Lockouts**

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

## **ARTICLE 7 UNION FACILITIES RIGHTS**

### **Section A     Meeting Space**

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

### **Section B     Bulletin Boards**

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

### **Section C     Employee Lists**

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



Section D Copies of Agreement

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

Section E File Cabinet

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

**ARTICLE 8 UNION ACTIVITIES ON WORKING TIME**

Section A Official Time

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

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

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

**Section B Visits by Council Representatives**

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

Section C Designated Union Representatives

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

Section D Time for Performance of Duties

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

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

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

Section E Union Leave

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

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

## **ARTICLE 9 LABOR-MANAGEMENT COMMITTEE**

### **Section A     Joint Labor-Management Committee**

A joint Labor-Management Committee shall be established and maintained during the course of this Agreement and shall meet quarterly or as otherwise mutually agreed. The Committee shall be composed of no more than five (5) members each, broadly representative of all parts of the bargaining unit, representing the Union and Management and shall discuss matters concerning labor-management relations, working conditions, terms and conditions of employment, matters of common interest, or any other matter which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that grievances shall not be the subject of discussion at these meetings, nor shall the meetings be for any other purpose, which will modify, add to or detract from the provisions of this Agreement.

### **Section B     Meeting Dates**

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

### **Section C     Agenda**

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

### **Section D     Subcommittee**

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

### **Section E     Meeting Times**

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

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

## **ARTICLE 10 NON-DISCRIMINATION**

### **Section A      Non-Discrimination**

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

### **Section B      Discrimination Charges**

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

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

## **ARTICLE 11 GRIEVANCE PROCEDURE**

### **Section A      Definition**

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

### **Section B      Exclusive Procedure**

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

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

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

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

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

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

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

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

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

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

Expenses for the arbitrator's services and the Proceedings shall be borne equally by the Employer and the Doctors Council. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the Proceedings, it may cause such a record to be made and make copies available without charge to the other party and to the arbitrator. If the parties agree on the need for a verbatim record, they shall share the cost.

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

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

#### Section C     General

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

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

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

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

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

#### Section D Individual Presentation of Grievances

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

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



## **ARTICLE 12 DISCIPLINE**

### **Section A     Definition**

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

### **Section B     Procedures**

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

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

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

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

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

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

## **ARTICLE 13 ORIENTATION**

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

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

## **ARTICLE 14 PERFORMANCE EVALUATION**

### **Section A**

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

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

### **Section B**

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

### **Section C**

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

## **ARTICLE 15 WORKING CONDITIONS**

### **Section A     Security**

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

Section B Restrooms

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

Section C Locked Storage for Medical Instruments and Equipment

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

Section D Clothing

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

Section E Reimbursement for Damages to Employees Clothes or Personal Property

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

Section F Physical Examinations and Tests

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

Section G Emergency

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

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

Section H Inclement Weather

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

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

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

1.     Employees authorized to use their personal vehicles in the performance of their official duties shall be reimbursed for non-commuter parking expenses, which are incurred in the performance of their official duties. Employees shall be reimbursed for non-commuter parking expenses when such expenses are authorized in advance and incurred in the performance of their official duties.
2.     The Employer will reimburse bargaining unit members for transportation expenses (taxi, metro or mileage at the applicable Federal rate) and for parking when they are requested to travel from one site to another and transportation is not provided.

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

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

**ARTICLE 16 SUPPLIES, EQUIPMENT AND MEDICATION**

**Section A**

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

**Section B**

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

**Section C**

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

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

## **ARTICLE 17 SAFETY**

### **Section A**

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

### **Section B**

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

### **Section C**

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

### **Section D**

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

### **Section E**

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

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

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

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

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

