

Memorandum of Understanding

Between

District of Columbia Nurses Association

And

The District of Columbia

1. The District should maintain the progressive disciplinary system in Section 1601.5/1610.1 for all disciplinary actions against DCNA bargaining unit employees.
2. Under Section 1602.2, if there is a conflict between the DCNA Collective Bargaining Agreement and this Chapter, the provisions in the DCNA labor agreement supersede the provisions of this chapter.
3. In any disciplinary action, the District government bears the burden of proving by a *preponderance of the evidence* that the disciplinary action taken was for cause.
4. Under 1602.3(a), a corrective or adverse action shall commence no more than ninety (90) calendar days after the agency or personnel authority knew or should have known of the performance or conduct supporting the action. The time limit shall be tolled during an investigation that is related to a criminal investigation by the Metropolitan Police Department or any other law enforcement agency with jurisdiction within the United States, Office of the Inspector General, the Office of the District of Columbia Auditor, that Office of the Attorney General, the Office of Police Complaints or Board of Ethics and Government Accountability.
5. The term “off-duty conduct” in Section 1605.4(a)(4) is limited to conduct that adversely affects the employee’s job performance or trustworthiness or adversely affects the employing agency’s mission or otherwise has an identifiable nexus to the employee’s position.
6. The term “neglect of duty” as used in proposed section 1605.4(e) shall be defined as failing to carry out official duties or responsibilities as would be expected of a reasonable individual in the same position. Neglect of duty is a failure to perform assigned tasks or duties, undue delay in completing assigned tasks or duties, careless work habits, conducting personal business while on duty, abandoning an assigned post, sleeping or dozing on the job, and loafing.
7. Under Section 1606, federal case law, arbitration decisions, or other relevant authorities may be relied upon by the District to support any correction/adverse/summary/enforced leave action.
8. Under Section 1611.5, a verbal counseling correspondence shall be retained by the supervisor for no more than two (2) years.

9. Under Section 1612.7, a reprimand may only be considered in establishing a corrective or adverse action, when the action is initiated within three (3) years of the reprimand.
10. A reassignment issued under Section 1613.1 that constitutes a corrective action will be done for cause.
11. Section 1613.3 of the proposed regulations provides for a resolution conference for proposed corrective actions. The Parties agree that section 1613.3(b) will not apply to employees represented by DCNA unless an DCNA representative was given a reasonable opportunity to be present at the resolution conference or the DCNA representative was given a reasonable opportunity to be present and available for the conference, but the employee turned away representation and confirmed his or her desire not to be represented in a written document a copy of which was supplied to the DCNA representative.
12. The Parties agree that employees represented by DCNA who have been placed on administrative leave pending a final disciplinary decision will be informed of any request for an extension of the time limit set forth in section 1619.2, the reason for the request, whether the extension was granted or denied, and the reason for such grant or denial of the extension of time.
13. Under Section 1621.2, an agency head shall authorize an employee to use official time to prepare a written response to any notice of proposed action for a minimum of 4 hours for proposed corrective actions and eight hours (8) hours for adverse actions.
14. Under Section 1635, the mediation procedures shall be available to bargaining unit employees without precluding them from later electing to utilize the grievance procedure in the collective bargaining agreement. Employees who utilize the mediation procedure must file a grievance under the negotiated grievance procedures within 10 days after the conclusion of the mediation process.
15. The foregoing fourteen (14) numbered paragraphs represent the entirety of the Parties' agreement as to the impact and effect of the new proposed regulations on District employees represented by DCNA.

FOR THE DISTRICT OF COLUMBIA



Repunzelle Bullock, Esq.
D.C. Office of Labor Relations and
Collective Bargaining

10/7/2016

Date

FOR D.C. NURSES ASSOCIATION



Walakewon Blegay Esq., Staff Attorney
DCNA

10/6/2016

Date