

THE LABOR-MANAGEMENT PARTNERSHIP COMMITTEE AGREEMENT
BETWEEN THE
AFGE LOCAL 383, AFSCME 2401, D.C. NURSES ASSOCIATION AND
DOCTORS COUNCIL OF D.C.
AND
THE D.C. DEPARTMENT ON DISABILITY SERVICES

The purpose of the Labor-Management Partnership Committee (LMPC) is to establish a forum for DDS management and the labor organizations representing bargaining unit employees (“Labor” or “Labor organizations”) to work cooperatively on shared issues and promote satisfactory labor-management relations and that lead to improved productivity and effectiveness of the DDS. The LMPC will collaborate to deliver the highest quality services to all relevant stakeholders.

The LMPC is not a forum for collective bargaining or an expansion of collective bargaining rights, and the decisions of the LMPC in no way alter the CBA. The LMPC is a complement to the CBA. The LMPC is not a forum for the resolution of any individual employee grievances. If it appears during the course of discussions, to either party that a matter is more appropriate for the process set out in the CBA, it will be tabled and so referred.

SCOPE

The Primary responsibility of the DDS/ LMPC is to identify, implement and/or recommend solutions to workplace issues and problems. The Committee will not address issues covered by collective bargaining agreements, proposed language changes in current contracts or active grievances.

OBJECTIVES

- A. To develop, implement and maintain an effective, productive, and efficient partnership between Labor and Management;
- B. To work cooperatively to develop solutions and recommendations to better carry out the Agency’s mission;

- C. To exchange information as expeditiously as possible where such information is consistent with the purpose and scope of this agreement and not otherwise prohibited by law;
- D. To make a good faith effort to discuss and attempt to resolve issues concerning proposed changes in conditions of employment; however, this agreement does not constitute a formal election to bargain and no act or representation by Management or Labor during the conduct of the LMPC business shall be construed as such; and,
- E. To evaluate and document changes in employee satisfaction, manager satisfaction, and organizational performance resulting from the LMPC effort.

PROVISIONS

- A. **Chair:** The Chair for the LMPC will alternate each meeting between the Labor and Management representatives each meeting.
- B. **Membership¹:** The DDS/LMPC will consist of representatives from labor and management and will be represented by:

Labor:

Doctors Council of DC – one (1) representative
 DC Nurses Association- one (1) representative
 AFGE Local 383 – two (2) representatives
 AFSCME Local 2401 – two (2) representatives

Management:

Director or designee
 Deputy Director for Developmental Disabilities Administration or designee
 Chief of Staff or designee
 Deputy Director for Rehabilitation Services Administration or designee
 Quality Assurance Program Manager or designee
 Supervisory Social Insurance Specialist or designee

Equal representation of members between labor and management is the parties' intent of this Section.

- C. **Partnership Assistance:** The LMPC shall be assisted by two (2) representatives from the Human Capital Administration, who shall be non-decision making participants.

¹ The intent of the parties concerning the composition of Labor membership is based generally on the relative size of the bargaining unit represented by each labor organization.

Alternates: The DDS LMPC will allow an alternate for each member. The alternates will serve in the absence of the members and in other roles as defined by the Council. The alternates can attend all meetings. However, when serving in a member's absence, the alternate shall have the full authority of the member. If an alternate attends a meeting of the LMPC and the member is also present, the alternate may observe and participate in discussions, but shall not be involved in decision making.

Meeting Guests: All parties may invite guests to address specific topics as approved by consensus of the LMPC members. Meeting guests do not have voting rights.

- D. **Frequency/Length of Meetings:** The LMPC shall meet quarterly on a date mutually agreed upon by the parties. The LMPC may meet more frequently as agreed upon by the parties. Meetings will be scheduled for at least one-hour in duration or longer as agreed upon by the parties.
- E. **Subcommittees/Work Groups:** The DDS/LMPC may create subcommittees or work groups in order to carry out various functions as defined by the Committee.
- F. **Agendas:** Labor and Management members shall endeavor to provide the DDS's Labor and Employee Relations Specialist with proposed agenda items ten (10) working days prior to the next scheduled meeting. The agenda will be mutually agreed upon by the parties, and recorded in a final copy of the agenda which should be five (5) working days prior to the meeting date. Agenda items may be added without regard to the normal lead time requirements as agreed upon by the parties. The parties will insure that all information related to an agenda item is available in a timely manner. Should any party seek relevant information regarding an agenda item, such request should occur as soon as possible and no later than the date of final exchange of agenda items.
- G. **Minutes:** Responsibility of recording the meeting will be rotated between management and CBUs in line with the party that is chairing the meeting. A draft summary of the minutes, as mutually agreed upon by the parties, will be released to all members at least seven working days prior to the next scheduled meeting and will contain:
- a. A list of members present;
 - b. Date and location of the meeting;
 - c. Topics discussed;
 - d. Any recommendations made; and,
 - e. Any Follow-Up Actions
- H. **Amendments:** This agreement may be amended by mutual written consent of Management and Labor.
- I. **Self-Evaluation:** After twelve (12) months of a signed Partnership Agreement, the LMPC will make an initial evaluation of its own effectiveness, including its internal

processes and external role in improving the agency's delivery of quality services. This report will be prepared collaboratively, and the final version will be issued after it has been agreed upon by the members. This report can serve as an addendum to the Agency's Implementation Plan.

DECISION PROCESS²

The LMPC shall use consensus as the decision-making method. When there is disagreement, those objecting have the obligation to state the interest not yet met by the proposed option and to offer an option that addresses the interest. If no agreement is reached through consensus, the parties will consider, but are not limited to, the following procedures: 1. the LMPC may utilize the services of a third party to facilitate discussion until a decision is reached; and 2. the LMPC may defer the issue to a future date or delegate the issue to a smaller group or subcommittee to address the issue for presentation to the LMPC at a later date for consideration and action.

TERMINATION

Any party may terminate this agreement in whole or in part by giving forty-five (45) calendar days advance written notice to the other Parties.

Department on Disability Services



Laura L. Nuss
Director



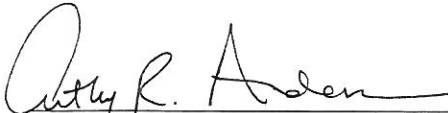
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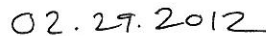
Deborah Bonsack
Chief of Staff



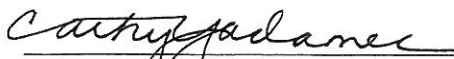
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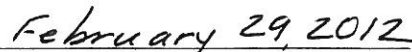
Cathy Anderson
Deputy Director, DDA



Date

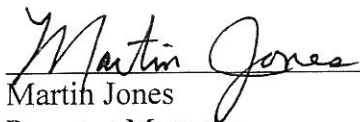


Catherine Vadamec
Quality Program Manager



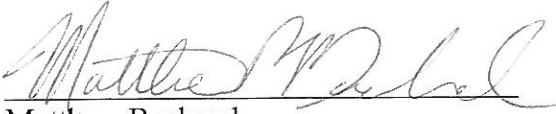
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² The parties shall review, no later than six months after the effective date of this Agreement, the issue of actions to be taken upon a failure to implement any LMPC decision.



Martin Jones
Program Manager,
Disability Determination Division

2/29/12
Date



Matthew Bachand
Deputy Director, RSA

2/29/12
Date

Labor Organizations



Timothy Traylor
Vice President, AFGE Local 383

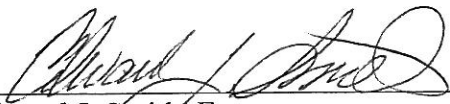
2/29/12
Date

Sabrina Brown
President, AFSCME Local 2401

Date

Stephen G. White
Staff Representative
AFSCME District Council 20

Date



Edward J. Smith, Esq.
Staff Attorney
D.C. Nurses Association

2-29-12
Date

Vanessa Dixon
Labor Representative,
Doctors Council of D.C.

Date