COMPENSATION AGREEMENT

BETWEEN

THE DEPARTENT OF BEHAVIORAL HEALTH

AND

THE PSYCHOLOGISTS UNION
OF THE
DEPARTMENT OF BEHAVIORAL HEALTH
METROPOLITAN DISTRICT 1199DC,
NATIONAL UNION OF HOSPITAL AND HEALTHCARE EMPLOYEES, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO,
CHAPTER 3758

EFFECTIVE THROUGH SEPTEMBER 30, 2025

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PREAMBLE:

This Compensation Agreement is entered into between the Department of Behavioral Health (DBH) and the Psychologists Union of the Department of Behavioral Health, Metropolitan District 1199DC, National Union of Hospital and Healthcare Employees, American Federation of State, County, and Municipal Employees, AFL-CIO Chapter 3758 (NUHHCE 1199DC), as certified by the Public Employee Relations Board (PERB).

The Agreement was reached after negotiations during which the parties were able to negotiate on any and all negotiable compensation issues, and contains the full agreement of the parties as to all such compensation issues. The Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as required by law.

ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2021:

Effective the first day of the first full pay period beginning on or after October 1, 2020, bargaining unit employees actively on the DBH payroll as of the date of approval of this Compensation Agreement by the D.C. Council, shall receive a three-and-a-half percent (3.5%) pay adjustment/increase.

SECTION B: FISCAL YEAR 2022:

Effective the first day of the first full pay period beginning on or after October 1, 2021, eligible bargaining unit employees actively on the DBH payroll as of the date of approval of this Compensation Agreement by the D.C. Council, shall, in lieu of a wage increase for FY22, receive a one-time bonus equivalent to three-and-a-half percent (3.5%) of an employee’s base salary as of October 1, 2021.

SECTION C: FISCAL YEAR 2023:

Effective the first day of the first full pay period beginning on or after October 1, 2022, bargaining unit employees actively on the DBH payroll as of the date of approval of this Compensation Agreement by the D.C. Council, shall receive a two-and-a-half percent (2.5%) pay adjustment/increase.

SECTION D: FISCAL YEAR 2024:

Effective the first day of the first full pay period beginning on or after October 1, 2023, bargaining unit employees actively on the DBH payroll as of the date of approval of this Compensation Agreement by the D.C. Council, shall receive a three percent (3.0%) pay adjustment/increase.

SECTION E: FISCAL YEAR 2025:

Effective the first day of the first full pay period beginning on or after October 1, 2024, bargaining unit employees actively on the DBH payroll as of the date of approval of this Compensation Agreement by the D.C. Council, shall receive a three percent (3.0%) pay adjustment/increase.

SECTION F: Retroactive Pay on Wage Increases for FY 2021 through FY 2025 under this Article

Any DBH employees actively on the DBH payroll at the time of Council's approval of this Agreement who previously occupied Clinical Psychologist positions in the bargaining unit during the coverage of this Agreement shall also be entitled to receive retroactive pay on wage increases provided for under this Article, even if these employees no longer encumber these bargaining unit positions at the time of Council's approval of this Agreement.

SECTION G: DIFFERENTIALS

Pay for shift differentials shall be paid in accordance with the current practice of the CMPA as it reads at the signing of this Agreement subject to any changes in the law, except that part-time employees working on Sundays are eligible for Sunday premium pay. The existing twenty-five percent (25%) Sunday premium shall remain in effect. Neither party shall seek to change the law.

ARTICLE 2: ADMINISTRATIVE CLOSINGS

SECTION A:

Essential employees required to work when all other DBH employees are released due to an Administrative Closing shall be compensated at the appropriate rate (i.e., straight-time or over-40 hours worked compensation) in accordance with the minimum standards established by the FLSA.

SECTION B:

1. Essential employees required to work when all other DBH employees are released due to Administrative Closings shall earn compensatory time on an hour for hour basis for the shift for which an Administrative Closing has been declared. Administrative Closings are determined by the Employer and may be declared to address such situations that affect all employees (for example, when weather conditions make travel unduly hazardous) but would not include localized conditions (such as a power outage affecting a work area).

2. DBH shall identify essential positions. Each essential employee shall be notified of the essential status of his/her position.

SECTION C:

Employees not designated as essential shall receive compensatory time on an hour for hour basis for work performed on their regularly scheduled tour of duty when all other employees on the same tour of duty in the same work unit are not required to work due to the declaration of an Administrative Closing.

ARTICLE 3: CALL BACK/CALL-IN

SECTION A:

A minimum of two (2) hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday, Monday through Friday until 12 midnight, after he/she has completed the regular work schedule and has left his/her place of employment, or when not scheduled and informed in advance on one of the days when he/she is off duty. When called in on weekends, Saturdays or Sundays, or Holidays, the minimum of four (4) hours of work shall be credited to any employee.

SECTION B:

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

ARTICLE 4: ON CALL PAY

SECTION A:

1. An employee may be required to be on call after having completed his/her regular tour of duty. The Employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his/her basic rate of pay for each hour the employee is on call.

2. For the purpose of this Agreement, on call is defined as when an employee is required to respond to a phone call or page and be available to return to a work site within a two hour time frame, unless the union and management agree otherwise.

SECTION B:

The employee's schedule must specify the hours during which he/she shall be required to remain on call.

SECTION C:

The Employer shall provide cell phones or pagers to employees for on-call. In instances where the cell phone provided to an employee does not operate from his/her on-call location, it is the employee's responsibility to notify his/her management to request a pager.

ARTICLE 5: BENEFITS

SECTION A:

1. Life insurance is provided to covered employees in accordance with §1-622.01, et seq. of the District of Columbia Official Code (2016 Repl.) and Chapter 87 of Title 5 of the United States Code.

(a) District of Columbia Official Code §1-622.03 (2016 Repl.) requires that benefits shall be provided as set forth in §1-622.07 to all employees of the District first employed after September 30, 1987, except those specifically excluded by law or by rule.

(b) District of Columbia Official Code §1-622.01 (2016 Repl.) requires that benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code for all employees of the District government first employed before October 1, 1987, except those specifically excluded by law or rule and regulation.

2. The current life insurance benefits for employees hired on or after October 1, 1987 are: The District of Columbia provides life insurance in an amount equal to the employee's annual salary rounded to the next thousand, plus an additional $2,000. Employees are required to pay two-thirds (2/3) of the total cost of the monthly premium. The District Government shall pay one-third (1/3) of the total cost of the premium. Employees may choose to purchase additional life insurance coverage through the District Government. These additions to the basic coverage are set-forth in the schedule below:

Optional Plan	Additional Coverage	Premium Amount
Option A – Standard	Provides $10,000 additional coverage	Cost determined by age
Option B – Additional	Provides coverage up to five times the employee's annual salary	Cost determined by age and employee's salary
Option C – Family	Provides $5,000 coverage for the eligible spouse and $2,500 for each eligible child.	Cost determined by age.

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

SECTION B: HEALTH INSURANCE:

1. Pursuant to D.C. Official Code §1-621.02 (2016 Repl.), all employees covered by this agreement and hired after September 30, 1987, shall be entitled to enroll in group health insurance coverage provided by the District of Columbia.

(a) Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, representatives of Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

(b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Units 1 & 2 representatives notice of the proposed additions.

(c) Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

2. Pursuant to D.C. Official Code §1-621.01 (2016 Repl.), all District employees covered by this agreement and hired before October 1, 1987, shall be eligible to participate in group health insurance coverage provided through the Federal Employees Health Benefits Program (FEHB) as provided in Chapter 89 of Title 5 of the United States Code. This program is administered by United States Office of Personnel Management.

3. The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.

SECTION C: OPTICAL AND DENTAL:

1. The District shall provide Optical and Dental Plan coverage at a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. The District may elect to provide additional Optical and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give union representatives notice of the proposed additions.

SECTION D: SHORT-TERM DISABILITY INSURANCE PROGRAM

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Short-Term Disability Insurance Program, which provides for partial income replacement when employees are required to be absent from duty due to a non-work-related qualifying medical condition. Employees may use income replacement benefits under the program in conjunction with annual or sick leave benefits provided for in this Agreement.

SECTION E: ANNUAL LEAVE:

1. In accordance with D.C. Official Code §1-612.03 (2016 Repl.), full-time employees covered by the terms of this agreement are entitled to:

(a) one-half (1/2) day (4 hours) for each full biweekly pay period for an employee with less than three years of service (accruing a total of thirteen (13) annual leave days per annum);

(b) three-fourths (3/4) day (6 hours) for each full biweekly pay period, except that the accrual for the last full biweekly pay period in the year is one and one-fourth days (10 hours), for an employee with more than three (3) but less than fifteen (15) years of service (accruing a total of twenty (20) annual leave days per annum); and,

(c) one (1) day (8 hours) for each full biweekly pay period for an employee with fifteen (15) or more years of service (accruing a total of twenty-six (26) annual leave days per annum).

2. Part-time employees who work at least 40 hours per pay period earn annual leave at one-half the rate of full-time employees.

3. Employees shall be eligible to use annual leave in accordance with the District of Columbia laws.

SECTION F: SICK LEAVE:

1. In accordance with District of Columbia Official Code §1-612.03 (2016 Repl.), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

2. Part-time employees for whom there has been established in advance a regular tour of duty of a definite day or hour of any day during each administrative workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

SECTION G: OTHER FORMS OF LEAVE:

1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2016 Repl.).

2. Court Leave: An employee is entitled to leave, without loss of pay, leave, or service credit during a period of absence in which he or she is required to report for jury duty or to appear as a witness on behalf of the District of Columbia Government, or the Federal or a state or local government to the extent provided in D.C. Official Code §1-612.03(l) (2016 Repl.).

3. Funeral Leave:

a. An employee is entitled to three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for an immediate relative (or as is otherwise provided by the Comprehensive Merit Personnel Act). In addition, the Employer shall grant an employee’s request for annual or compensatory time up to three (3) days upon the death of an immediate relative. Approval of additional time shall be at the Employer’s discretion. However, requests for leave shall be granted unless the Agency’s ability to accomplish its work would be seriously impaired.

b. For the purpose of this section “immediate relative” means the following relatives of the employee: an individual who is related to the employee by blood, marriage, adoption, or domestic partnership as father, mother, child, husband, wife, sister, brother, aunt uncle, grandparent, grandchild, or similar familial relationship; an individual for whom the employee is the legal guardian; or fiancé, fiancée, or domestic partner of the employee.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n) (2016 Repl.).

SECTION H: PRE-TAX BENEFITS:

1. Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2016 Repl.), including the District of Columbia Employees Health Benefits Program, may be made on a pre-tax basis in accordance with the requirements of the Internal Revenue Code and, to the extent permitted by the Internal Revenue Code, such pre-tax contributions shall not effect a reduction of the amount of any other retirement, pension, or other benefits provided by law.

2. To the extent permitted by the Internal Revenue Code, any amount of contributions made on a pre-tax basis shall be included in the employee's contributions to existing life insurance, retirement system, and for any other District government program keyed to the employee's scheduled rate of pay, but shall not be included for the purpose of computing Federal or District income tax withholdings, including F.I.C.A., on behalf of any such employee.

SECTION I: RETIREMENT:

1. CIVIL SERVICE RETIREMENT SYSTEM (CSRS): As prescribed by 5 U.S.C. §8401 and related chapters, employees first hired by the District of Columbia Government before October 1, 1987, are subject to the provisions of the CSRS, which is administered by the U.S. Office of Personnel Management. Under Optional Retirement the aforementioned employee may choose to retire when he/she reaches:

(a) Age 55 and 30 years of service;
(b) Age 60 and 20 years of service;
(c) Age 62 and 5 years of service.

Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

(a) Age 50 and 20 years of service;
(b) Any age and 25 years of service.

The pension of an employee who chooses Voluntary Early Retirement will be reduced by 2% for each year under age 55.

2. DEFINED CONTRIBUTION PENSION PLAN:

The District of Columbia shall continue the Defined Contribution Pension Plan currently in effect which includes:

(a) All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

(b) As prescribed by §1-626.09(c) of the D.C. Official Code (2016 Repl.) after the completion of one year of service, the District shall contribute an amount not less than 5% of their base salary to an employee’s Defined Contribution Pension Plan account. The District government funds this plan; there is no employee contribution to the Defined Contribution Pension Plan.

ARTICLE 6: MILEAGE ALLOWANCE

SECTION A:

The parties agree that the mileage allowance established for the employees of the Federal government who are authorized to use their vehicles in the performance of their official duties shall be the rate for DBH employees who are authorized by Management to use their personal vehicles in the performance of their official duties.

SECTION B:

To receive such allowance, authorization by Management must be issued prior to the use of the employee's vehicle in the performance of duty. Employees shall use the appropriate District form to document mileage and request reimbursement for the allowance.

SECTION C:

1. Employees required to use their personal vehicle for official business if a government vehicle is not available, who are reimbursed by the District on a mileage basis for such use, are within the scope of the District of Columbia Non-Liability Act (D.C. Official Code Sections 1-411 through 1-416 (2016 Repl.).) The Non-Liability Act generally provides that a District employee is not subject to personal liability in a civil suit for property damage or for personal injury arising out of a motor vehicle accident during the discharge of the employee's official duties, so long as the employee was acting within the scope of his or her employment.

2. Claims by employees for personal property damage or loss incident to the use of their personal vehicle for official business if a government vehicle is not available may be made under the Military Personnel and Civilian Employees Claim Act of 1964 (31 USC Section 3721).

SECTION D:

While the Department of Behavioral Health may request an employee to use his/her personal vehicle, no employee covered by this collective bargaining agreement shall be required to use his/her personal vehicle unless the position vacancy announcement, position description or other pre-hire documentation informs the employee that the use of his/her personal vehicle is a requirement of job.

SECTION E:

Employees required as a condition of employment to use their personal vehicle 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.

ARTICLE 7: ANNUAL/COMPENSATORY LEAVE BUY-OUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations for DBH shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

ARTICLE 8: SICK LEAVE INCENTIVE PROGRAM

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

SECTION A:

A full-time employee who is in a pay status for the leave year shall accrue annually:

1. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

3. One (1) day off for utilizing a total of more than four (4) but no more than five (5) days of accrued sick leave.

SECTION B:

Employees in a non-pay status for no more than two (2) pay periods for the leave year shall remain eligible for incentive days under this article. Sick leave usage for maternity or catastrophic illness/injury, not to exceed two (2) consecutive pay periods, shall not be counted against sick leave for calculating eligibility for incentive leave under this Article.

SECTION C:

Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard "Application for Leave" form.

SECTION D:

All incentive days must be used in full-day increments following the leave year in which they were earned. Incentive days may not be substituted for other types of absence from duty. There shall be no carryover or payment for any unused incentive days.

SECTION E:

This program shall be in effect for the duration of this agreement.

ARTICLE 9: NEGOTIATED EMPLOYEE ASSISTANCE HOME PURCHASE PROGRAM

Effective after approval of this Agreement by the Council, current bargaining unit employees covered by this Agreement are eligible to participate in the Negotiated Employee Assistance Home Purchase Program provided for in the Compensation Units 1 & 2 Agreement.

ARTICLE 10: HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL

Hazardous Duty and Environmental Differential compensation shall be paid in accordance with the current practices of the CMPA as it reads at the signing of this Agreement, subject to any changes in the law. Should there be a change in the law, the parties shall meet to bargain over the impacts and effects of such change in the law upon demand by either party.

ARTICLE 11: METRO PASS

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than fifty dollars ($50.00) per month for employees who purchase and use passes to commute to and from work. Eligible employees will be required to submit proof of actual use of metro to get to work. The metro transit benefits will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia Government. The first reversion will occur at the end of the calendar year for 2022.

ARTICLE 12: GRIEVANCES

This Compensation Agreement shall be incorporated by reference into local working condition agreements in order to utilize the grievance/arbitration procedures in those Agreements to consider alleged violations of this Agreement.

ARTICLE 13: BACK PAY

Arbitration awards or settlement agreements, which involve back pay, will be paid within one hundred and twenty (120) days of the date of the decision or settlement. A printout showing how the back pay amount was calculated will accompany the payment.

ARTICLE 14: PROFESSIONAL DEVELOPMENT

SECTION A: CONTINUING EDUCATION

1. The Employer encourages bargaining unit members to participate in Continuing Professional Education Programs which are relevant to the scope of the employee's responsibilities. Full-time bargaining unit members shall be afforded the opportunity to take ten (10) days per year of administrative leave with pay for the purpose of Continuing Professional Education, with the approval of the supervisor. Concurrence shall not be unreasonably denied.

2. Part-time employees will be eligible for participation in the Continuing Professional Education Program as follows:

Tour of Duty:	60-79 hours	64 hours CPE
	48-63 hours	48 hours CPE
	40-47 hours	40 hours CPE

3. Requests for administrative leave in excess of the allotted amounts may be granted upon approval of the Director or designee.

4. When continuing education activities are scheduled on other than normal workdays, employees will be granted compensatory time off within the same or following pay period.

5. The Employer shall pay for tuition, travel, lodging and meals up to $1,100 per employee per calendar year for FY 2022, and FY 2023 in order to permit attendance at the continuing education activity, and in FY 2024 and FY 2025, increasing to $1,300 per employee in order to permit attendance at the continuing education activity. Further in FY 2022 through the end of the term of this Agreement, employees are eligible for an additional $300 towards classes/training for approved board certification courses/classes through formal education or comparable professional certification training programs.

6. Effective October 1, 2021, employees who obtain an approved board certification will receive a step increase, or the cash equivalent of a step increase if they are at the top of the pay scale.

7. Requests for approval of leave or funds under this Section shall be made as far in advance as practicable through supervisory channels. Requests for funds made at least forty-five (45) days in advance that receive approval from the employee's supervisor, and that are properly submitted through the approval process including the timely submission of all required documentation and receipts, shall be deemed approved. Requests for funds not approved at the preliminary level shall be deemed denied. Management shall provide a list of all required documentation upon request.

8. The procedure for applying for these funds shall be specified in writing.

SECTION B: PUBLICATIONS AND PRESENTATIONS

When a psychologist publishes an article in a professional journal or presents a paper at a professional meeting, as long as the individual's affiliation with the District Government is indicated in the publication or other presentation, the Employer shall pay/reimburse the costs to publish, if any, and the costs of professional fees, slides and document preparation costs reasonably incurred in conjunction with the publication/presentation based upon advance approval by the Employer or designee.

SECTION C: LICENSES

1. One (1) day of administrative leave will be granted to psychology employees to take the National Licensing Exam and One (1) day for the D.C. Licensing Exam. Psychology Employees may use the Continuing Education Leave to enroll and participate in an approved workshop for preparation for the National or D.C. Exam.

2. Within two pay periods after a Psychologist presents his/her District of Columbia license to management, the employee shall be granted the DS-13 grade level. The employee shall be granted career permanent status within two pay periods of receipt of the license unless he/she has not yet completed the probationary year. If the employee has not met the probationary criteria, he/she will be placed in a DS-13 career probationary status until the end of the probationary year. No grievances can be filed or entertained unless for adverse action, within 6 months, if the DBH has initiated the proper paper work. Compensation at the Grade 13 level will commence within two pay periods of the submission of the valid District of Columbia license, retroactive to the date proof of the license is submitted to the supervisor of record.

SECTION D: NEW SKILLS, TECHNIQUES AND PROCEDURES

If the Employer requires that a bargaining unit member obtain new skills, the Employer will either provide the training and any refresher training or pay all reasonable costs associated with obtaining and maintaining that skill, including providing administrative leave, travel, meals and lodging as necessary for that purpose in accordance with DBH policy and procedures.

SECTION E: HOSPITAL PRIVILEGES

1. In order to be in compliance with D.C. Law 5-48, Health Care and Community Residence Facility Hospice and Home Care Licensing Act of 1983, which states that psychologists . . .[be] accorded clinical privileges and appointed to all categories of staff membership at those facilities and agencies that offer the kinds of services that can be performed by [psychologists] . . . or physicians," DBH medical staff bylaws will be updated to comply with D.C. Law 5-48, which grants clinical privileges to qualified psychologists, permitting them to admit, discharge and direct treatment of patients.

2. Procedures and guidelines will be established with Union representation to allow for these functions, and they will be strictly followed.

SECTION F: INDEMNIFICATION

Bargaining unit employees are covered under D.C. Code Sec. 2-411 as amended by D.C. Law 11-169, Psychologists Protection Amendment Act of 1996.

ARTICLE 15: GRANT FUNDED POSITIONS

SECTION A:

The parties agree that some bargaining unit employees work in positions that are funded by grants. As such, the parties understand and agree that employees whose salaries are paid from grant funds do not have any expectation for continued employment when grants are not renewed or the funds are depleted.

SECTION B:

The Employer will include the following information on all vacancy announcements when recruiting to fill positions funded by grants:

> "This position is funded pursuant to a grant. The position is funded from (month/year to month/year)."

ARTICLE 16: PRE-PAID LEGAL PLAN

SECTION A:

The Employer shall make a monthly contribution of seventeen dollars and fifty cents ($17.50) for each bargaining unit member toward a pre-paid legal services plan. For each fiscal year, the Employer shall make monthly contributions directly to the designated provider of the legal services program. District contributions will begin as of the first pay period that a legal services provider is officially contracted for and offering coverage or the beginning of FY2023, whichever is later.

SECTION B:

The plan shall be contracted for by the Union subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the Union upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

SECTION C:

The parties shall meet to develop procedures to implement the legal plan which shall be binding upon the benefit provider. The procedures shall include an enrollment process.

SECTION D:

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

SECTION E:

The Employer's responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any dispute or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. The Employer shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

ARTICLE 17: SUCCESSORS

The terms of this Agreement shall apply to any successor of the D.C. Department of Behavioral Health created prior to the termination of this Agreement.

ARTICLE 18: NEW UNITS

SECTION A:

Notwithstanding any other provisions of this Agreement, with the exception of Section B of this Article, employees in this bargaining unit shall not be entitled to the pay provisions of this Agreement for any fiscal year in which they received a pay raise pursuant to other Authority.

SECTION B:

If a new unit is certified prior to any mid-year increase contained in this Agreement, it shall be entitled to receive the contractual increase.

SECTION C:

Employees shall be entitled to the benefit of the provisions of this Agreement upon entry into the bargaining unit.

ARTICLE 19: SAVINGS CLAUSE

SECTION A:

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision thereof.

SECTION B:

In that event, either party shall have the right to demand negotiations for a substitute provision.

ARTICLE 20: EFFECTIVE DATE, DURATION AND AMENDMENTS

SECTION A:

This Agreement shall be in full force and effect from the date of approval through September 30, 2025. This Agreement shall be automatically renewed from year to year thereafter until changed by the parties by mutual consent.

SECTION B:

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

SECTION C:

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

SECTION D:

Should either party desire to renegotiate, renew, extend, or modify this Agreement, notice will be given in accordance with Comprehensive Merit Personnel Act. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 15th day of February, 2024.

FOR THE GOVERNMENT

E. Lindsey Maxwell II, Esq., Director
Office of Labor Relations and
Collective Bargaining

Barbara J. Bazron

Barbara J. Bazron, Ph.D., Director
Department of Behavioral Health

Cynthia Hawkins

Cynthia Hawkins, Interim Director
DBH Human Resources

Debra Allen-Williams

Debra Allen-Williams, Esq.
DBH Labor Liaison

Richard Gontang, PhD

Richard Gontang, PhD
DBH Chief Clinical Officer
Saint Elizabeths Hospital

Chad Tillbrook, PhD
Director, Forensic Division, DBH

Michael Kentoff
Supervisory Attorney Advisor
Office of Labor Relations and
Collective Bargaining

FOR THE UNION

Wanda Shelton-Martin

Wanda Shelton-Martin, Executive Director
Metropolitan District 1199DC, NUHHCE

Kathryn Croson, President
Psychologists Union

APPROVAL

This Compensation Agreement between the Department of Behavioral Health (DBH) and the Psychologists Union of the Department of Behavioral Health, Metropolitan District 1199DC, National Union of Hospital and Healthcare Employees, American Federation of State, County, and Municipal Employees, AFL-CIO, Chapter 3758 (NUHHCE 1199DC), has been reviewed in accordance with §1-617.17 of the District of Columbia Official Code and is hereby approved on this 15th day of February, 2024.

Muriel Bowser
Mayor