COMPENSATION AGREEMENT

BETWEEN

PSYCHOLOGISTS UNION
OF THE
D.C. DEPARTMENT OF MENTAL HEALTH
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, 1199
(NUHHCE), AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME), LOCAL 3758, AFL-CIO

AND

THE DISTRICT OF COLUMBIA

DEPARTMENT OF MENTAL HEALTH

APRIL 1, 2013 THROUGH SEPTEMBER 30, 2017

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PREAMBLE:

This Compensation Agreement is entered into between the Government of the District of Columbia Department of Mental Health and National Union of Hospital and Health Care Employees. 1199 (NUHHCE), American Federation of State, County, and Municipal Employees (AFSCME). Local 3758, AFL-CIO, 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 2013:

Effective the first day of the first full pay period beginning on or after April 1, 2013, the FY 2013 salary schedules of employees employed by the Government of the District of Columbia Department of Mental Health and National Union of Hospital and Health Care Employees. 1199 (NUHHCE), American Federation of State, County and Municipal Employees (AFSCME), Local 3758, AFL-CIO, as certified by Public Employees Relations Board shall be adjusted by 3%.

SECTION B: FISCAL YEAR 2015:

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2015 salary schedules of employees employed by the Government of the District of Columbia Department of Mental Health and National Union of Hospital and Health Care Employees. 1199 (NUHHCE), American Federation of State, County and Municipal Employees (AFSCME), Local 3758, AFL-CIO, as certified by Public Employees Relations Board shall be adjusted by 3%.

SECTION C: FISCAL YEAR 2016:

Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2016 salary schedules of employees employed by the Government of the District of Columbia Department of Mental Health and National Union of Hospital and Health Care Employees. 1199 (NUHHCE), American Federation of State, County and Municipal Employees (AFSCME), Local 3758, AFL-CIO, as certified by Public Employees Relations Board shall be adjusted by 3%.

SECTION D: FISCAL YEAR 2017:

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2017 salary schedules of employees shall be adjusted by 3%.

SECTION E: 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. The existing twenty-five percent (25%) Sunday premium shall remain in effect. All part-time employees working Sundays shall receive the above referenced differential. Neither party shall seek to change the law.

ARTICLE 2: OPTICAL AND DENTAL PLANS

DMH bargaining unit employees are covered by the Optical and Dental Plans provided by the District of Columbia and applicable to employees under the personnel authority of the Mayor. 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. District employees are required to execute an enrollment form in order to participate in the Optical and Dental program. Should the District government decide to expand the list of eligible providers or make any modifications to these plans the Employer shall notify the Union and the members of the collective bargaining unit of the change(s). To the extent the Department is permitted by the District to participate in the benefit or provider selection process, the Department will participate in the process.

ARTICLE 3: ADMINISTRATIVE CLOSINGS

SECTION A:

Essential employees required to work when all other DMH 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 DMH 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. DMH 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 4: 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 5: ON CALL PAY

SECTION A:

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.

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 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 DMH 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 (2001 ed.).) 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 Mental 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 DMH 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: 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. Neither party shall seek changes to the law.

ARTICLE 10: METRO PASS

SECTION A:

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty-five dollars ($25.00) 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.

SECTION B:

Employees covered by this agreement shall participate in any program established District-wide to effectuate employee use of Metro-cards.

ARTICLE 11: 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 12: 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 13: 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 $750 per employee per calendar year, in order to permit attendance at the continuing education activity.

6. Requests for approval of leave or funds under this Section shall be made as far in advance as practicable through supervisory channels. Management shall process requests under this Section expeditiously and shall inform the employee of the approval or denial as soon as practicable.

7. 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 DMH 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 DMH 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," DMH 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 14: 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 15: SUCCESSORS

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

ARTICLE 16: 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 17: 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 18: EFFECTIVE DATE, DURATION AND AMENDMENTS

SECTION A:

This Agreement shall be in full force and effect from the date of approval through September 30, 2017. 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 10th day of July. 2013.

FOR THE GOVERNMENT

Natasha Campbell, Director
Office of Labor Relations and
Collective Bargaining

Stephen T. Baron, Director
Department of Mental Health

Patrick Canavan, Chief Executive Officer
Department of Mental Health
St. Elizabeths Hospital

Frankie T. Wheeler, Director
DMH Human Resources

Michael Spencer
DMH Human Resources

Brendolyn McCarty-Jones
Labor Liaison

Debra Allen-Williams
DMH Human Resources

FOR THE UNION

Cynthia L. Perry, Chief Negotiator
NUHHCE Staff Representative

Alicia Marsh, President
Psychologists Union

Dr. Holly Cassazza, Vice President
Psychologists Union

Elizabeth Teegarden, Ph.D
Psychologists Union

Mary Pasquella, Ph.D
Psychologists Union

APPROVAL

This Compensation Agreement between District of Columbia Department of Mental Health and National Union of Hospital and Health Care Employees, 1199 (NUHHCE), American Federation of State, County, and Municipal Employees (AFSCME), Local 3758, AFL-CIO, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this 10th day of July, 2013.

Vincent C. Gray

Vincent Gray
Mayor