

**COMPENSATION
COLLECTIVE BARGAINING**

AGREEMENT

BETWEEN

**THE DISTRICT OF COLUMBIA
DEPARTMENT OF BEHAVIORAL HEALTH**

AND

**PUBLIC SERVICE EMPLOYEES LOCAL 572, LABORERS INTERNATIONAL
UNION OF NORTH AMERICA (LIUNA)
AFFILIATED WITH AFL-CIO**

EFFECTIVE APRIL 1, 2013 THROUGH SEPTEMBER 30, 2017

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PREAMBLE

Section A:

This Agreement is entered into between the District of Columbia Government, Department of Behavioral Health (hereinafter referred to as the "Employer" or "DBH") and Public Service Employees Local 572, Laborers International Union of North America (LIUNA), affiliated with AFL-CIO (hereinafter referred to as the "Union"). The term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

Section B:

The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all of its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the results of their negotiations. Therefore, to ensure the stability of this Agreement, no new provisions shall be proposed during the term unless provided for elsewhere in the Agreement or such proposal is entertained by mutual agreement of the parties.

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, wages for all bargaining unit members covered by this Agreement and who are actively employed as of April 1, 2013, shall be increased by three percent (3%).

Section B – Fiscal Year 2015:

Effective the first day of the first full pay period beginning on or after October 1, 2014, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2014, shall be increased by three percent (3%).

Section C – Fiscal Year 2016:

Effective the first day of the first full pay period beginning on or after October 1, 2015, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2015, shall be increased by three percent (3%).

Section D – Fiscal Year 2017:

Effective the first day of the first full pay period beginning on or after October 1, 2016, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2016, shall be increased by three percent (3%).

Section E – Differentials:

Pay for shift differentials shall be paid in accordance with the District Personnel Manual and Comprehensive Merit Personnel Act (CMPA), as it reads at the signing of this Agreement, subject to any changes in the law. Neither party shall seek to change the law.

ARTICLE 2
HEALTH, OPTICAL AND DENTAL PLANS

Bargaining unit members will continue to be covered by the health, optical and dental insurance programs applicable to District government employees as offered by the District government.

ARTICLE 3
CALL BACK /CALL-IN/TROUBLESHOOTING

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 mid-night Friday, 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, Holidays, or prior to an employee's scheduled tour of duty on Monday, the minimum of four (4) hours of work shall be credited to any employee, except as provided in Section B.

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.

Section C:

If an employee is called at home to help troubleshoot a problem, she/he will be paid one hour for the first call. There will be no additional compensation for subsequent calls

within a 24-hour period until such calls exceed one hour in time. No more than four (4) hours will be paid in additional compensation in any 24-hour period.

ARTICLE 4 **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 per cent (25%) of his/her basic rate of pay for each hour the employee is on call.

Section B:

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 for work within one (1) hour or sooner, if possible.

Section C:

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

ARTICLE 5 **ANNUAL LEAVE BUY-OUT**

Section A:

An employee who is separated or is otherwise entitled to a lump-sum payment under personnel regulations applicable to 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 6
HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL

Section A:

Hazardous Duty and Environmental Differential compensation shall be paid in accordance with the District Personnel Manual and the Comprehensive Merit Personnel Act (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.

Section B:

This additional compensation will be based on the relevant exposure and not be limited by a member's position title or position description.

ARTICLE 7
GRIEVANCES

This Compensation Agreement shall be incorporated by reference into the local working conditions agreement in order to utilize the grievance/arbitration procedures in such Agreement to consider alleged violations of this Agreement.

ARTICLE 8
GOAL SHARING

The parties recognize the importance and relationship between employee job performance, and productivity and recognition. As such the parties agree to create a committee of an equal number of Employer and Union representatives to study, develop, and if mutually agreed, to establish goal sharing programs where groups of employees will share in (in the form of additional compensation) specific delivery of service advancements and other productivity gains. These discussions would be to enhance the current compensation and benefits provisions.

ARTICLE 9
SICK LEAVE INCENTIVE PROGRAM

Section A:

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:

1. A full-time employee who is in a pay status for the leave year shall accrue annually:
 - a. three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.
 - b. two (2) days off for utilizing a total of no more than two (2), but not more than four (4) days of accrued sick leave.
 - c. 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.

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 any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

Section E:

Part-time employees are not eligible for the sick leave incentive as provided in this Article.

Section F:

This program shall be in effect in Fiscal Years 2014, 2015, 2016 and 2017.

ARTICLE 10 **TRAINING**

Section A:

Requests for employee training outside DBH shall be submitted and authorized using D.C. Government Employee Training Authorization, DC Training Form 1. Authorization for funding may be available for tuition expenses only. Textbooks and other course materials are the responsibility of the employee seeking training. Reimbursement for tuition or registration shall be authorized only when equivalent training is not offered by DBH, training is directly related to the employee's current duties at DBH, and the employee has not previously attended the training. As such, employees receiving training as a part of their official duties or to retain the employee's license, certification or registration that is required to maintain the employees current job at DBH, shall be placed on administrative leave during the time of their training. The procedures for requesting training are outlined in DBH Policy 750.2A and must be followed.

Section B:

Employees are responsible for the cost of licenses and certifications required to maintain their positions.

ARTICLE 11 **UNIFORMS AND GEAR**

Section A:

DBH agrees to make available \$410 per fiscal year for uniforms per employee. Every two years DBH will provide one pair of OSHA compliant safety boots to all employees except Motor Vehicle Operators. Safety boots/shoes are to be worn at all times to ensure the safety of the employee -- no other shoes are to be worn.

Section B:

In addition, the Employer shall purchase protective gear that is required in each shop, which includes the following:

1. Head gear,
2. Gloves (as needed),
3. Goggles, and
4. Earplugs.

Section C:

No government issued equipment, except cell phones, is to be removed from the worksite without written authorization.

Section D:

For FY 2014, uniforms will be selected during January 2014. For FY 2015, 2016 and 2017, uniforms will be selected on or about November 5.

ARTICLE 12
SAVINGS CLAUSE

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision thereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision (s).

ARTICLE 13
DISTRIBUTION AND PRINTING OF AGREEMENT

The cost of printing and distribution of the Agreement will be shared equally by the Employer and the Unions.

ARTICLE 14
METRO PASS

The Employer shall subsidize the cost of monthly transit passes by twenty-five dollars (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE 15
DURATION AND FINALITY OF AGREEMENT

Section A:

This Agreement shall be in full force and effect from the date this Agreement is signed, and shall remain in effect through September 30, 2017. The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice by a party of its desire to renegotiate this Agreement; such notice to be given during the period 120 days to 90 days prior to the first day of a fiscal

year, for the purposes of negotiating a compensation and non-compensation agreement for the subsequent fiscal year. (e.g., for the purposes of negotiating compensation an agreement for FY 2017, notice would be served 120-90 days prior to the first day FY 2016).

Section B:

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. This 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 provided elsewhere in this Agreement or as required by law.

Section C:

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision hereof. In that event, either party shall have the right to demand negotiations for a substitute provision.

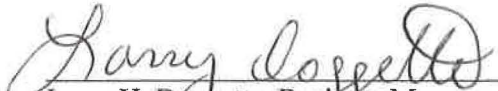
IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this _____ day of April, 2014.

**FOR THE DISTRICT OF COLUMBIA
DEPARTMENT OF BEHAVIORAL
HEALTH**

FOR THE UNION



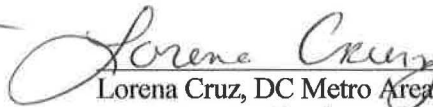
Dean AQUI, Interim Director
Office of Labor Relations and
Collective Bargaining



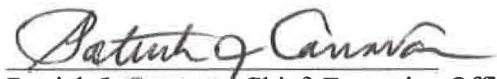
Larry H. Doggette, Business Manager,
Public Service Employees Local 572
LIUNA, affiliated with AFL-CIO



Stephen Baron, Director
Department of Behavioral Health




Lorena Cruz, DC Metro Area Rep.
Public Service Employees Local 572
LIUNA, affiliated with AFL-CIO



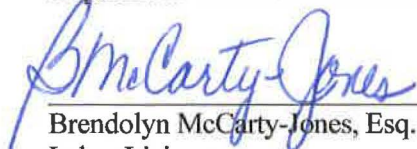
Patrick J. Canavan, Chief Executive Officer
Saint Elizabeth's Hospital




Jerry Ford, Negotiation Team Member
Public Service Employees Local 572
LIUNA, affiliated with AFL-CIO



Frankie T. Wheeler, Director
Division of Human Resources
Department of Behavioral Health



Brendolyn McCarty-Jones, Esq.
Labor Liaison
Department of Behavioral Health



James Gallo, Director
Director of Hospital Operations
Department of Behavioral Health

Anthea Seymour

Anthea Seymour, Chief of Staff
Saint Elizabeth's Hospital

APPROVAL

The Compensation Agreement between the District of Columbia Department of Behavioral Health and the Public Service Employees Union, affiliated with the Laborers International Union of North America, Local 572, signed on April, 2014 has been reviewed in accordance with §1715(a) of the District of Columbia Comprehensive Merit Personnel Act of 1978 (§1-617.15(a), D.C. Official Code, 2001 Edition) and is hereby approved this 6th day of May, 2014.



Vincent C. Gray
Mayor