# **COMPENSATION**

# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN

# DISTRICT OF COLUMBIA GOVERNMENT DEPARTMENT OF BEHAVIORAL HEALTH

# AND

COMMITTEE OF INTERNS AND RESIDENTS/ SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC (CIR/SEIU)

> EFFECTIVE APRIL 1, 2013 THROUGH SEPTEMBER 30, 2016

# ARTICLE I PAY

# SECTION A – PAY INCREASES

#### 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 Behavioral Health and represented by the Committee of Interns and Residents/Service Employees International Union, CTW, CLC, as certified by PERB shall be adjusted by 3%.

#### Fiscal Year 2015

Effective the first full pay period on or after October 1, 2014, bargaining unit employees actively on the payroll shall receive the following:

PGY I, PGY II, PGY III, PGY IV, and PGY V shall receive a 3% increase in base pay.

# Fiscal Year 2016

Effective the first full pay period on or after October 1, 2015, bargaining unit employees actively on the payroll shall receive the following:

PGY I, PGY II, PGY III, PGY IV, and PGY V shall receive a 3% increase in base pay.

#### SECTION B - ON-CALL ALLOWANCE

PGY I and II shall receive an annual on-call allowance of \$1000. PGY III, PGY IV, and Dental Residents will receive an on-call allowance of \$500 on or after the first full pay period of each fiscal year.

Upon implementation of evening and/or overnight on-call, management will provide House Staff Officers assigned to St. Elizabeth's campus or CPEP with access to a refrigerator, microwave, and a vending machine with microwaveable meals, deli sandwiches, water, juices, and sodas. House staff Officers assigned for evening and/or overnight call at St. Elizabeth's will have these items provided to them in the on-call room.

#### SECTION C – CREDIT FOR PRIOR EXPERIENCE

Bargaining unit employees shall be provided credit for prior accredited experience when determining their appropriate pay level. The credit shall be equivalent to the pay level of a PGY II. No bargaining unit employee shall be placed at a level higher than a PGY VI level.

# SECTION D - CHIEF RESIDENT DIFFERENTIAL (CRD)

Bargaining unit employees appointed to act as Chief Resident shall be compensated at a pay level one step higher than their regularly scheduled base rate of pay.

The Chief Resident differential shall be pro-rated for employees serving as Chief Resident for less than a full year.

The differential shall be in addition to basic pay and shall not constitute an increase in basic pay nor shall it be construed to constitute any portion of basic pay for any purpose.

The Chief Resident differential shall be provided on a pay period basis.

The number of Chief Residents, assignments to the position of Chief Resident, and removal of employees from the position of Chief Resident is a Program Director's decision and shall not be subject to the negotiated grievance procedure or any other administrative mechanism, except that the removal of a Chief Resident may be appealed up to the appropriate Associate Director.

# SECTION E – SELECTION OF CHIEF RESIDENTS

The Department of Psychiatry intends to select Chief Residents on or before May 15 of each year. The Program director of the Department shall solicit resident preferences for Chief Resident two weeks prior to the date of selection.

# SECTION F - EDUCATION AND TRAINING ALLOWANCE

Provided all criteria listed in Part 2, Article VII, Section 5(B) are met, the Employer will reimburse employees for costs expended for education and training, up to a maximum of \$300 per residency program year. If the employee presents materials at a professional conference, the employee may be reimbursed up to a maximum of \$1,850 per residency program year. No more than six (6) presenters will be eligible for reimbursement in any given resident program year. When grant funding is available, the Employer may exceed the limit of six (6) presenters and reimburse more than six (6) presenters for reimbursement up to a maximum of \$1,850 per residency program year. The funding and reimbursements through grant funding will be based on availability and Program Director discretion. In addition, employees shall receive \$500 per residency program year for books and educational materials.

# ARTICLE II TRAVEL AND PARKING

The Employer shall reimburse each bargaining unit employee approved for travel and parking consistent with DMH policy. The rate shall be the approved Federal Government rate.

# ARTICLE III UNIFORMS

The Employer shall provide adequate scrubs and fluid resistant lab jackets to the House Staff.

# ARTICLE IV LEAVE TIME ACCRUAL

Employees shall accrue and be eligible to utilize annual and sick leave in accordance with applicable DMH personnel rules and regulations. Reimbursement or credit for unused leave shall be in accordance with applicable DMH rules and regulations.

# ARTICLE V DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, 2013 and shall remain in full force and effect until September 30, 2016. All Fiscal terms and conditions contained in this contract shall become effective as of April 1, 2013, unless otherwise stated in individual Contract articles. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

IN WITNESS THEREOF, the parties hereto have been entered into this Agreement on this 10th day of (xules , 2013. FOR THE DISTRICT OF COLUMBIA FOR THE UNION Natasha Campbell, Director Vanessa Dixon, Administrator Office of Labor Relations and Committee of Interns and Residents/SEIU Collective Bargaining Dr. Tzvetelina Dimitrova Stephen W Baron, Director Committee of Interns and Residents/SEIU Department of Mental Health Team Member Patrick J. Canavan, Chief Executive Officer Dr. Omar Pinjari Saint Elizabeth's Hospital Committee of Interns and Residents/SEIU Department of Mental Health Team Member Frankie T. Wheeler, Director Numan Resources Department of Mental Health Dr. Farooq Mohyuddin, Director Interns and Residence Program Department of Mental Health

Dean S. Aqui, Supervisory Attorney Advisor

Office of Labor Relations and Collective Bargaining

| Brendolyn McCarty/Jones, Labor Liaison<br>Department of Mental Health   |  |
|---|--|
| Michael Spencer, Negotiation Team Member<br>Department of Mental Health |  |
| Debra Allen-Williams, Human Resources Department of Mental Health       |  |

# APPROVAL

| This collective bargaining agreement between the District of Columbia Department of I          | <b>Mental</b> |
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|  | has been      |
| reviewed in accordance with the Section 1-617.15 of the District of Columbia Official Official | Code          |
| (2001 Ed.) and is hereby approved on this withday of July 2013.                                |               |
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