

**Compensation Agreement**

**Between**

**District of Columbia  
Department of Mental Health**

**And**

**District of Columbia Nurses Association**

**EFFECTIVE UNTIL SEPTEMBER 30, 2014**

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## **PREAMBLE**

### **SECTION A:**

This Agreement is entered into between the District of Columbia, Department of Mental Health, hereinafter referred to as the Employer, Management or Department, and the District of Columbia Nurses Association, hereinafter referred to as the Union or DCNA.

### **SECTION B:**

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

2. The Employer and the Union recognize the need to provide efficient nursing service to the public and to maintain and increase the quality of the nursing service. Further, both parties agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the result of their negotiations and each party affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the parties.

### **SECTION C:**

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.

2. Now therefore, in consideration of mutual covenants and promises herewith contained, the Employer and the Union do hereby agree as follows.

## **ARTICLE 1: RECOGNITION**

All registered nurses employed by the Department of Mental Health, excluding executives, confidential employees, supervisors, employees engaged in a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.<sup>1</sup>

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<sup>1</sup> The parties recognize that the D.C. Public Employees Relations Board ordered that "Wages as Earned (WAE) registered nurses are not currently part of the existing bargaining unit certified by the Board." *DCNA and Department of Mental Health and Government of the District of Columbia*, PERB Case Nos. 04-UM-03, 05-U-17, 06-RC-02, 08-CU-02, Slip Op. No. 1013, at 23 (August 11, 2011).

## **ARTICLE 2: WAGES**

### **SECTION A: FISCAL YEAR 2011**

The pay schedule in effect as of September 30, 2010 shall not be adjusted.

### **SECTION B: FISCAL YEAR 2012**

The pay schedule in effect as of September 30, 2011 shall not be adjusted.

### **SECTION C: FISCAL YEAR 2013**

Effective the first day of the first full pay period beginning on or after October 1, 2012, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a two percent (2.0%) increase.

### **SECTION D: FISCAL YEAR 2014**

Effective the first day of the first full pay period beginning on or after October 1, 2013, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three percent (3.0%) increase.

### **SECTION E: EMPLOYEE AFFORDABLE HOUSING ASSISTANCE**

1. The Parties agree to include DCNA and DMH in the existing city-wide Joint Labor-Management Affordable Housing Taskforce to facilitate the purchase and/or rental of homes in the District of Columbia by employees in bargaining units covered by this agreement. Pursuant to the DPM, Part 1, Chapter 3, Section 301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District, the Joint Labor-Management Affordable Housing Task Force will strive to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Task Force shall work with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for District employees who have worked for the District government for at least one year.

2. During fiscal year 2012, the District shall make available, as needed, the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2011, of bargaining unit employees at DMH toward affordable housing initiatives;

3. During fiscal year 2013, the District shall make available, as needed, the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2012, of bargaining unit employees at DMH toward affordable housing initiatives.

4. Any funds set aside in Fiscal Years 2012 and 2013 shall be available for expenditures in that fiscal year or any other fiscal year covered by this agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of this Agreement.

#### **SECTION F: ADDITIONAL DEGREES**

1. Any bargaining unit nurse who attains a BSN or MSN degree will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of the base salary. The obligation to supply proof of qualification rests with the employee.

2. Any bargaining unit nurse who attains a degree in a health related field, which is determined by the Employer to be directly related to performance of assigned duties, will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of the base salary. The obligation to supply proof of qualification rests with the employee.

#### **SECTION G: STEP MOVEMENT**

1. All employees shall be eligible for step increases based on the following schedule, provided the employee's last performance rating was at least at the "Satisfactory" or a comparable level.

- Employees at Steps 1-4 – One (1) year at the current step.
- Employees at Steps 5-9 – Two (2) years at the current step.

2. All government service shall be credited toward the waiting period for step increases.

### **ARTICLE 3: NIGHT DIFFERENTIAL**

#### **SECTION A:**

A differential of ten percent (10%) will be paid to bargaining unit employees for the entire night shift except when a Sunday differential applies, provided that the employee performs regularly scheduled night work between 6:00 p.m. and 6:00 a.m.

**SECTION B:**

All part-time employees working evening or night shift or employees assigned temporarily to perform night work, as referenced above, shall receive the appropriate differential. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

**ARTICLE 4: OVERTIME REST PERIODS**

Any bargaining unit employee who is required to work three (3) hours or more beyond his/her regularly scheduled tour of duty shall be entitled to a thirty (30) minute paid rest period, to be taken at such time as patient care or work needs permit. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

**ARTICLE 5: OUT OF TITLE WORK**

If a nurse is assigned a position normally filled by an employee of a higher grade for longer than thirty (30) consecutive days, he/she shall receive the rate of pay for the higher graded position for the balance of his/her service in that job. A temporary promotion in excess of 120 days shall be subject to the competitive promotion procedures.

**ARTICLE 6: EDUCATION**

**SECTION A:**

The District shall provide a minimum of \$750.00 per bargaining unit employee for annual training/educational opportunities, in accordance with the terms of the applicable working conditions agreement covering the bargaining unit employee or District-wide regulations (if not addressed in the applicable working conditions agreement). Requests for training shall be submitted a minimum of 30 days in advance of the training/course and must be approved by the employee's supervisor prior to attendance. Attendance at such training/course must occur in the fiscal year in which the payment for training is made or reimbursement is required.

**SECTION B:**

Tuition reimbursement and administrative leave shall be provided in accordance with the applicable regulations.

**SECTION C:**

Employees will be eligible for up to seven (7) administrative leave days to attend professional meetings, workshops, seminars, etc. related to the performance of nursing duties or job responsibilities as long as staffing needs permit. Requests for administrative leave shall be submitted as far in advance as possible to permit appropriate staffing adjustments, if necessary. This section does not preclude the grant of additional administrative leave, when circumstances warrant.

**ARTICLE 7: ANNUAL LEAVE/COMPENSATORY TIME BUYOUT**

**SECTION A:**

An employee who is separated or is otherwise entitled to a lump-sum payment under the District personnel regulations for the District of Columbia Government 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**

**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.
2. 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 and 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.

3. 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 initial requested. Requests for time off shall be made on the standard Application for Leave form.

4. 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.

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

#### **SECTION B - PERFORMANCE INCENTIVE PROGRAM:**

In order to recognize employees' performance through their accomplishment of established goals and objectives, special acts toward the accomplishment of agency initiatives, demonstrated leadership in meeting agency program and/or project goals and/or the District's Strategic Plan initiatives, the Employer, in accordance with criteria established by the Agency and the Union, agrees to establish pilot incentive programs within the Agency.

#### **SECTION C – PERSONAL LEAVE**

Employees may use up to three days of annual leave in any year, in increments of one day for personal reasons. Except in cases of emergency, such leave is to be scheduled at least one day in advance.

### **ARTICLE 9: OVERTIME**

#### **SECTION A:**

Hours of work authorized in excess of eight hours in a pay status in a day or forty hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight hours shift or the forty hours work week. The unscheduled leave rule will not apply when an employee has worked a sixteen hour shift



(back to back) and takes unscheduled leave for an eight hour period following the back to back shift or where an employee has indicated his or her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Overtime work shall be approved prior to its performance, except in cases of emergency. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

**SECTION B:**

Overtime work, as described in section A, above, shall be compensated at one and one-half (1.5) times the employee's regularly scheduled hourly rate. The employee, at his/her option, may elect to receive compensatory time at the rate of one and one-half (1.5) hours for each hour of work for which overtime is payable.

**SECTION C:**

Should an employee work in excess of his or her tour of duty and is not authorized to work overtime, nor does an emergency exist, the employee shall be compensated for the additional time worked at the employee's regularly scheduled hourly rate, or, at the employee's option, as compensatory time on an hour for hour basis.

**ARTICLE 10: CALL-BACK/ON CALL**

**SECTION A:**

A minimum of four hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday 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. Only time spent actually performing work, shall count as "hours worked" and be credited toward overtime compensation under the provisions of this Agreement and the requirements of the Fair Labor Standards Act (FLSA). In addition, employees shall be paid the night shift differential for all overtime hours actually worked between 6:00 p.m. and 6:00 a.m.

**SECTION B:**

1. An employee may be required to be on call prior to or 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, time spent in an on-call status for which an employee will be considered on duty and time spent on standby duty shall be considered hours of work, and therefore eligible for compensation, if:

- a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or
- b. The employee, although not restricted to the agency's premises:
  - (1) is restricted to his or her living quarters or designated post of duty;
  - (2) Has his or her activities substantially limited; and
  - (3) Is required to remain in a state of readiness to perform work.
- c. The employee's schedule must specify the hours during which he/she shall be required to remain on-call.

**SECTION C:**

An employee will not be considered off duty and time spent shall not be considered off work if:

- 1. The employee is requested to leave a telephone number or to carry an electronic device for the purpose of being contacted, or if the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person approved by management; and
- 2. The restrictions in Section B.2a and B.2b.(1), (2) and (3) do not apply.

**ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK**

**SECTION A:**

The District shall pay premium pay at the rate of twenty-five (25 %) of the employee's basic rate of pay for each hour the employee performs work on Sundays. All part-time employees working Sundays shall also receive premium pay for weekend work at the rate set forth above.

**SECTION B:**

The District shall pay premium pay at the rate of seven dollars (\$7.00) of the employee's basic rate of pay for each hour the employee performs work on Saturdays. All part-time employees working Saturdays shall also receive premium pay for weekend work at the rate set forth above.

**ARTICLE 12: BENEFITS**

**SECTION A: LIFE INSURANCE**

1. Life insurance is provided to covered employees in accordance with §1-622.01 et seq. of the District of Columbia Official Code (2001 Edition)<sup>2</sup> and Chapter 87 of Title 5 of the United States Code.

(a) District Code §1-622.03 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 Code §1-622.01 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:

<b>Optional Plan</b>	<b>Additional Coverage</b>	<b>Premium Amount</b>
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 office to enroll or make changes in their life insurance coverage.

<sup>2</sup> All citations to the D.C. Official Code within this Agreement are to the 2001 Ed., as amended, and shall be abbreviated as "District Code."

## SECTION B: HEALTH INSURANCE

1. Pursuant to D.C. Code §1-621.02, 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 DCNA 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 DC DCNA representatives notice of the proposed additions.

(c) The employee contribution for total premium cost of the employee's selected plan is established by the D.C. Official Code.

2. Pursuant to D.C. Code §1-621.01, 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 the 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 DCNA 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. Code §1-612.03, 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 Personnel Manual (DPM).

#### SECTION F: SICK LEAVE

1. In accordance with the D.C. Official Code §1-612.03 (2001 Ed.) a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days per annum.

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 work week 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 a reserve member of the armed forces or as a member of the National Guard to the extent provided in the D.C. Official Code §1-612.03(m) 2001 Ed.).

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(1) (2001 Ed.).

3. **Funeral Leave:**

a. An employee is entitled to one (1) day 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. 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: spouse (including a person identified by an employee as his/her "domestic partner" as defined in D.C. Official Code §32-701 (2001 ed.)), and related in-laws and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardian and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

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 the D. C. Official Code §1-612.03(n).

## SECTION H: PRE-TAX BENEFITS

1. Employee contributions to benefits programs established pursuant to the D.C. Official Code §1-611.19, 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.

2. 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.

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

4. **DEFINED CONTRIBUTION PENSION PLAN:** All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by D.C. Code §1-626.09(c), 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. Employees are fully vested after five years of participation in the plan.

5. DEFERRED COMPENSATION PROGRAM: As prescribed by §1-626.05 and related Chapters of the D.C. Official Code, all District Government employees covered by this agreement shall be eligible to participate in the District's Deferred Compensation Program. The Deferred Compensation Program is a savings system through pre-tax deductions and allows employees to accumulate funds for long-term goals, including retirement. The portion of salary contributed reduces the amount of taxable income in each paycheck. The Internal Revenue Service determines the annual maximum deferral amount. Under the program, employees can choose from various fixed or variable investment options.

#### SECTION J: HOLIDAYS

1. As prescribed by the D.C. Official Code §1-612.02 the following non-negotiable legal public holidays are provided to all employees covered by this agreement:

- (a) New Year's Day, January 1st of each year;
- (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
- (c) Inauguration Day, January 20, 2009;
- (d) President's Day, the 3rd Monday in February of each year;
- (e) Emancipation Day, April 16 of each year;
- (f) Memorial Day, the last Monday in May of each year;
- (g) Independence Day, July 4th of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Columbus Day, the 2nd Monday in October of each year;
- (j) Veterans Day, November 11<sup>th</sup> of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year;  
and
- (l) Christmas Day, December 25th of each year.

2. When an employee, having a regularly scheduled tour of duty is relieved or prevented from working on a day District agencies are closed by order of the Mayor, he or she is entitled to the same pay for that day as for a day on which an ordinary day's work is performed.

3. Any changes by the Council to holidays observed by the District of Columbia will automatically require the parties to amend this article.

#### ARTICLE 13: CERTIFICATION

1. Any bargaining unit employee who receives a nationally recognized certification (e.g. from ANA) shall receive a \$500 lump sum payment, provided that the nurse's last performance rating was "Valued Performer" or above.



2. If the District voluntarily negotiates an increase in the certification bonus to any District of Columbia DCNA represented bargaining unit employee which exceeds that granted to the bargaining unit employees covered by this Agreement, the bargaining unit employees covered by this Agreement shall be granted the same improvement.

#### **ARTICLE 14: BACK PAY**

To the extent the authority to pay the award is delegated to the Employer, arbitration awards or settlement agreements shall be processed for payment within sixty (60) days of receipt from the employee or the Union of relevant documentation, including documentation of interim earnings and other potential offsets and in accordance with D.C. Official Code §28-3302 (b).

#### **ARTICLE 15: ADMINISTRATIVE CLOSINGS**

##### **SECTION A:**

1. Emergency employees required to work when all other District Government employees are released for administrative closings, shall be compensated in addition to their regular pay, one hour for each hour worked during administrative closing.

2. Emergency employees required to work when all other District Government employees are released for administrative closings shall earn compensatory time on an hour for hour basis.

3. Emergency employees are entitled to administrative closing pay or administrative closing leave, but not both, for hours actually worked. A determination as to whether the employee receives compensatory time in lieu of compensation may be made by mutual agreement between the employee and his/her supervisor.

##### **SECTION B:**

Each Department shall identify emergency positions. Each emergency employee shall be notified in writing of the emergency status of his/her position.

#### **ARTICLE 16: OFFICIAL TRAVEL**

1. The Employer agrees to reimburse each employee authorized to use his/her personal car for official business at the rate established by the District of Columbia.

2. The Employer agrees further to reimburse employees for use of public transportation for official business

3. When the employee submits a mileage reimbursement voucher on a monthly basis, it will be the responsibility of the employer to forward all mileage vouchers to the appropriate section of DMH Finance within six (6) weeks.

#### **ARTICLE 17: PRINTING COSTS**

The cost of printing this Agreement will be borne equally by the Union and the Employer.

#### **ARTICLE 18: SAVINGS CLAUSE**

##### **SECTION A:**

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

##### **SECTION B:**

The terms of this contract supersede any subsequently enacted D.C. law, District Personnel Manual (DPM) regulation, or departmental rule concerning compensation covered herein.

#### **ARTICLE 19: EMPLOYEE EDUCATIONAL LOAN REPAYMENT REIMBURSEMENT PROGRAM**

##### **SECTION A:**

Consistent with the application criteria, bargaining unit employees may apply to the District of Columbia Health Professional Loan Repayment Program. The Program will repay the cost of education necessary to obtain a health professional degree. The Program will pay toward the outstanding principal, interest, and related expense of federal, state or local government loans and commercial loans obtained by the employee for school tuition and required fees incurred by the employee and reasonable educational expenses.

##### **SECTION B:**

Under the guidelines of this program, bargaining unit employees may be eligible for up to \$66,000 over four years of service. Specifically, for each year of participation, the Program will repay loan amounts according to the following schedule:

1. First year of service, 18% of the total debt, up to \$11,800
2. Second year of service, 26% of the total debt, up to \$17,200
3. Third year of service, 28% of the total debt, up to \$18,500
4. Fourth year of service, 28% of the total debt, up to \$18,500

## **ARTICLE 20: RECRUITMENT AND RETENTION PROGRAMS**

The parties agree to meet and confer in a DCNA/DMH Labor Management Relations Committee over recruitment and retention issues. In the event that the parties do not reach agreement over the issues within 120 days of the effective date of the approval of this Agreement by the District of Columbia Council, the parties shall negotiate over recruitment and retention proposals, including but not limited to a signing bonus provided to all new hires and an employee recruitment referral payment program.

## **ARTICLE 21: EMPLOYEE METRO CARD INCENTIVE**

The Agency shall continue to provide a \$ 25.00 monthly transit subsidy to each bargaining unit employee who uses Metro as a means of transportation to get to and from work.

## **ARTICLE 22: NEW HIRES**

### **SECTION A:**

Effective October 1, 2011, the Employer shall place new bargaining unit hires as follows:

1. Grade 5, Step 1 – Registered Nurses with less than 1 year experience with an Associate's Degree in Nursing
2. Grade 7, Step 1 – Registered Nurses with less than 1 year experience with a Bachelor's of Science Degree in Nursing.

### **SECTION B:**

Registered nurses hired as a Grade 5, shall be eligible for promotion to Grade 7 upon completion of 1 year of service at Grade 5 and satisfactory demonstration of the ability to perform the duties of Grade 7. Registered Nurses in Grade 7 shall be eligible for promotion to Grade 9 upon completion of 1 year of service at Grade 7 and satisfactory demonstration of the ability to perform the duties of Grade 9. Promotion to Grades 11 and 12 require competitive promotion.

**SECTION C:**

Newly hired Registered Nurses shall be placed at a Step in the Appropriate Grade in accordance with the following years of experience in Mental health/Psychiatric Nursing:

0 - <1	Step 1
1 - <3	Step 2
3 - <5	Step 3
5 - <7	Step 4
7 - <9	Step 5
9 - <12	Step 6
12 - <15	Step 7
15 - <18	Step 8
18 - <21	Step 9
21+	Step 10

**ARTICLE 23: DURATION**

**SECTION A:**

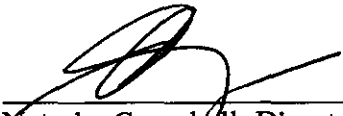
This Agreement shall be in full force and effect from the date this Agreement is signed by the parties, and shall remain in effect to and through September 30, 2014.

**SECTION B:**

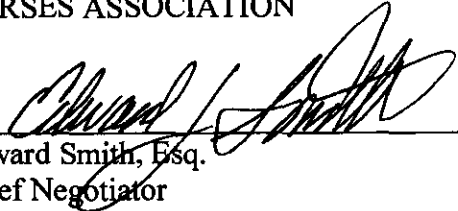
Upon a mutually agreeable date, after notice of renegotiation is given and all legal procedures have been followed, the parties will simultaneously exchange proposed changes in this contract.

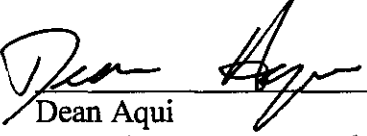
On this 10<sup>th</sup> day of July, 2013 and in witness to this Agreement, the parties hereto set their signatures.

FOR THE DISTRICT OF COLUMBIA  
GOVERNMENT


  
\_\_\_\_\_  
Natasha Campbell, Director  
Office of Labor Relations and  
Collective Bargaining

FOR THE DISTRICT OF COLUMBIA  
NURSES ASSOCIATION


  
\_\_\_\_\_  
Edward Smith, Esq.  
Chief Negotiator

  
\_\_\_\_\_  
Dean Aqiu  
Supervisory Attorney Advisor  
Office of Labor Relations and  
Collective Bargaining


\_\_\_\_\_  
Shirley Jackson, R.N.  
President, DCNA-DMH

  
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Stephen T. Baron, Director  
Department of Mental Health

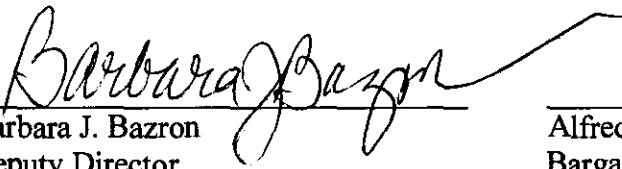
\_\_\_\_\_  
Laveme Plater  
Chief Shop Steward

  
\_\_\_\_\_  
Frankie T. Wheeler, Director  
DMH Human Resources

\_\_\_\_\_  
Jennifer Aird  
Bargaining Team Member

  
\_\_\_\_\_  
Patrick J. Canavan, CEO  
DMH St. Elizabeth's Hospital

\_\_\_\_\_  
Raymond Akinlosotu  
Bargaining Team Member

  
\_\_\_\_\_  
Barbara J. Bazron  
Deputy Director  
DMH Office of Policy and Programs

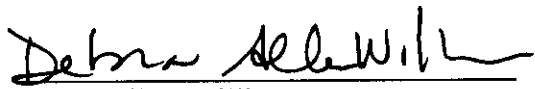
\_\_\_\_\_  
Alfreda Bazemore  
Bargaining Team Member

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Brendolyn McCarty-Jones  
DMH Labor Liaison

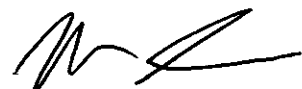
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Clotilde Vidoni-Clark  
DMH St. Elizabeth's Hospital



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Debra Allen-William  
DMH Human Resources Specialist (LER)

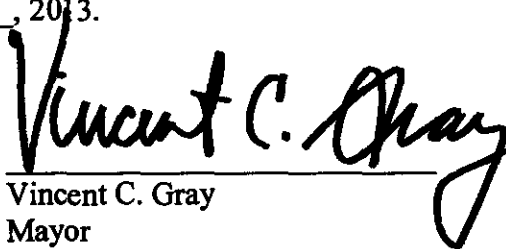


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Michael Spencer  
DMH Human Resources Specialist (LER)

**APPROVAL**

The Compensation Agreement between the District of Columbia Government and the District of Columbia Nurses Association, dated July 2013 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 10<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
Vincent C. Gray  
Mayor