

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 2095**

**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 383**

AND

**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 the American Federation of State, County and Municipal Employees, Local 2095 and the American Federation of Government Employees, Local 383, both representing employees at the Department of Mental Health.

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 covered by this Agreement 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 covered by this Agreement 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 covered by this Agreement 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 covered by this Agreement shall be adjusted by 3%.

SECTION E: NIGHT DIFFERENTIAL:

1. Night differential shall not be paid unless specifically authorized by this section.
2. An employee who performs regularly scheduled night work between the hours of 6:00 p.m. and 6:00 a.m. shall be entitled to premium pay as provided in § 1134.3 of the DPM.

3. An employee who performs regularly scheduled non-overtime night work shall be entitled to pay at a rate equal to ten percent (10%) of his or her rate of basic pay for that work, payable on an hour-for-hour basis, in increments of one-quarter (1/4) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

4. An employee shall be entitled to a night differential for night work performed when he or she is assigned temporarily, except on an overtime basis, to a tour of duty other than his or her own.

5. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

SECTION F: HOLIDAY PAY

1. Holiday premium pay shall not be paid unless specifically authorized by this section.

2. An employee who performs actual work within the hours of his or her scheduled daily tour of duty on a day designated as a holiday under § 1202 of the CMPA (DC Official Code § 1-612.02 (2001)), or established as an in-lieu-of day when the employee's regularly scheduled day off falls on a holiday, shall be entitled to pay at the rate of his or her rate of basic pay for the scheduled daily tour of duty plus premium pay paid at the employee's hourly rate of basic pay for each hour worked during the scheduled daily tour of duty.

3. An employee who is required to perform holiday work shall be entitled to a minimum of two (2) hours of holiday premium pay.

4. One-quarter (1/4) of an hour shall be the smallest fraction of an hour used for crediting holiday premium pay; but, when such work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full fraction (i.e., quarter) of an hour.

5. An employee shall be entitled to pay for overtime work on a holiday at the same rate as for overtime work on other days.

6. Holiday premium pay under this section shall be in addition to other pay and shall not be considered basic pay for any purpose.

7. Holiday premium pay shall not be included in the rate of basic pay used to compute amounts of deductions for retirement and group life insurance.

SECTION G: SUNDAY PREMIUM

1. Sunday premium pay shall not be paid unless specifically authorized by this section.

2. A full-time employee shall be entitled to pay at his or her rate of basic pay plus premium pay at a rate equal to twenty-five percent (25%) of his or her rate of basic pay for each hour of Sunday work that is not overtime work and that is not in excess of the employee's scheduled daily tour of duty that begins or ends on Sunday.

3. Sunday premium pay shall be credited in increments of one-quarter (1/4) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

4. A part-time employee or an employee with no scheduled tour of duty shall not be entitled to premium pay for Sunday work.

5. An employee shall not be entitled to Sunday premium pay for periods of paid leave.

6. Sunday premium pay shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

SECTION H: MEDICINE GIVERS

Employees who are Department of Mental Health certified to dispense medicine and regularly dispense medicine shall receive additional pay in the amount of \$300 every six (6) months. Additional pay issued pursuant to this Article shall be given to employees on the payroll as of January 1 and July 1.

ARTICLE 2: OVERTIME

Overtime will be paid in accordance with the minimum standards established by the Fair Labor Standards Act (FLSA), 29 U.S.C. Section 201 et. seq., and the District Personnel Manual.

ARTICLE 3: ACTING PAY

SECTION A:

1. Employees officially detailed to perform the duties of a higher graded position for more than four (4) consecutive pay periods in any calendar year shall receive acting pay of the higher graded position. Unofficial details for periods of two (2) pay periods shall count toward the accumulation of the four (4) consecutive pay period requirement as long as such unofficial detail falls within the four (4) consecutive pay period time.

2. The applicable rate of pay will be determined by application of District of Columbia Government procedures concerning grade and step placement for temporary promotions, and will be effective the first pay period beginning after the qualifying period has passed.

SECTION B:

This provision shall not apply to on the job training programs.

SECTION C:

Issues involving changed or additional duties assigned to an employee, within his/her present position, shall be considered in accordance with position classification procedures.

ARTICLE 4: BACK PAY

SECTION A:

Arbitration awards or settlement agreements in cases involving an individual employee shall be paid within ninety (90) days of receipt from the employee of relevant documentation as required by the DPM, including documentation of interim earnings and other potential offsets. DMH shall process the SF-52 within thirty (30) days upon receipt of all relevant and necessary documentation from the employee(s).

SECTION B:

The parties understand that the District of Columbia Office of Pay and Retirement ultimately effectuate and process checks required under this Article. The DMH will communicate with employees and/or the Union and provide substantive updates of the process.

ARTICLE 5: BENEFITS

Bargaining Unit members will continue to be covered by the optical and dental insurance programs offered by the District Government.

ARTICLE 6: BENEFITS COMMITTEE

The parties agree to allow participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees in Local 2095/383.

ARTICLE 7: HOLIDAYS

SECTION A:

Holiday pay shall be consistent with the District Personnel Manual and as outlined in the District of Columbia Code. Only legal public holidays as approved by the Council will be observed by the Department. As prescribed by the D.C. Official Code 1-612.2 (2001 ed. as amended) the following 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 (Third Monday of January of each year).
- c. Washington's Birthday (Third Monday of February of each year).
- d. Emancipation Day (April 16th of each year)
- e. Memorial Day (Last Monday in May of each year).
- f. Independence Day (July 4th of each year).
- g. Labor Day (First Monday in September of each year).
- h. Columbus Day (Second Monday in October of each year)
- i. Veteran's Day (November 11th of each year).
- j. Thanksgiving Day (Fourth Thursday in November of each year)
- k. Christmas Day (December 25th of each year).

SECTION B:

Holiday premium pay under this section shall be in addition to other pay and shall not be considered basic pay for any purpose.

SECTION C:

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

ARTICLE 8: ON CALL

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.

SECTION B:

The employee's schedule must specify the hour during which he/she shall be required to remain on call. The Employer shall provide cell phones or pagers to employees on call. In instances where the cell phone provided to any employee does not operate from his/her on-call location, it is the employee's responsibility to notify his/her manager to request a pager if available.

SECTION C:

The vehicles and/or drivers that the Employer, SEH, provides for transporting consumers shall be equipped with communication devices.

ARTICLE 9: 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 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 Sunday, or Holidays, the minimum of four (4) hours of work shall be credited to the employee.

SECTION B:

When an employee is called in before his/her regular tour of duty to perform unscheduled work 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 10: 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) days 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 type of absence from duty. There shall be no carryover or payment for any unused incentive days.

SECTION E:

The program shall be in effect for the duration of this Agreement.

ARTICLE 11: TERM AND TEMPORARY EMPLOYEES

SECTION A:

1. The Department of Mental Health shall ensure that eligible employees who serve in term or temporary positions are converted consistent with the District Personnel Manual.

2. The parties understand and agree that employees serving in granted funded positions have no right to be converted to permanent status.

SECTION B:

DMH shall review all term appointments to determine whether such appointments are made and maintained consistent with applicable law and shall report its findings to the Union. The Union shall identify individual appointments it believes to be contrary to applicable law and notify

DMH. DMH shall provide the Union reason(s) for the term or temporary nature of the appointment(s), where said appointments appear to be contrary to law. If an employee has been inappropriately appointed to or maintained in a temporary or term appointment, DMH and the Union shall meet to resolve the matter.

SECTION C:

Prior to the end of this compensation agreement, to the extent not inconsistent with District or Federal law and regulations, the Department shall make reasonable efforts to convert to the career service temporary and term bargaining unit employees who perform permanent service, are in a pay status as of the effective date of this Agreement.

SECTION D:

Employees in term or temporary appointments shall be converted to permanent appointments, consistent with D.C. Official Code.

ARTICLE 12: 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 13: 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 at 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 vehicles 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 the 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 14: CONTINUING EDUCATION REIMBURSEMENT

SECTION A:

Provided all of the criteria listed below are fulfilled, the Employer, for full-time Career Service employees will:

1. Reimburse employees for tuition cost, up to a maximum amount of \$200.00 per calendar year; and

2. Grant administrative leave for the purpose of attending instructional classes. Such administrative leave will be for the time the class is in session plus reasonable travel time, not to exceed twenty-four (24) hours per calendar year.

SECTION B:

Continuing Education Reimbursement criteria is as follows:

1. The program is directly related to the employee current duties;
2. The program is not offered by DMH;
3. The employee has completed his/her probationary period and agrees to reimburse the Employer for the tuition amount and administrative costs if his/her employment is terminated within one (1) year of the completion of the program;
4. Written application to the appropriate manager is made at least eight (8) weeks in advance of the beginning of the program prior written approval is obtained from the appropriate manager (which must be provided or rejected within four (4) weeks of application);
5. Proof of satisfactory completion of the program requirements and corresponding receipts; and
6. At management's discretion, a determination that attendance will not adversely affect DMH operational needs.

ARTICLE 15: UNIFORMS

If and when the Employer requires uniforms, the Employer shall furnish them.

ARTICLE 16: ADMINISTRATIVE CLOSINGS

SECTION A:

1. 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 emergency/essential positions. Each emergency employee shall be notified of the emergency status of his/her positions.

SECTION B:

Emergency employees required to work when all other DMH employees are released due to an administrative closing shall be compensated at the appropriate rate in accordance with the minimum standards established by the FLSA.

SECTION C:

Emergency employees required to work when all other DMH employees are released due to an administrative closing will be credited with compensatory time for future use on an hour for hour basis for the work performed during the normal tour of duty or shift(s) for which an administrative closing has been declared. (Work performed by those employees beyond the regular tour of duty will be handled in accordance with the minimum standards established by the FLSA.) Compensatory time earned under this provision may be taken at a time agreed upon by an employee and his or her supervisor, but must be used within six (6) months of the date on which the employee became eligible for the excused time off.

SECTION D:

Employees not designated as emergency 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 17: DISTRICT OF COLUMBIA EMPLOYEE AFFORDABLE HOUSING TASK FORCE

SECTION A:

Employees in the bargaining unit are eligible to participate in the Negotiated Employee assistance Home Purchase Program.

ARTICLE 18: 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 19: ANNUAL LEAVE/COMPENSATORY TIME BUY-OUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under DPM Chapter 11 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 20: GRIEVANCES

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

ARTICLE 21: 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 hereof. Where appropriate, the parties shall meet within 120 days to negotiate any substitute provision(s).


ARTICLE 22: DURATION

This Agreement shall remain in full force and effect through September 30, 2017. On this 10th day of July, 2013 and as witness the parties hereto have set their signature.

Signed this 10th day of July, 2013, in Washington, D.C.


**FOR THE
DEPARTMENT OF MENTAL HEALTH**

FOR THE UNIONS




Stephen T. Baron, Director
Department of Mental Health

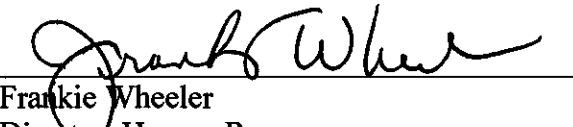
Cynthia L. Perry, Chief Negotiator
NUHHCE Staff Representative



Natasha Campbell, Director
Chief Negotiator
Office of Labor Relations and
Collective Bargaining



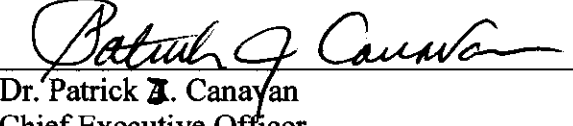
Timothy Traylor, President
AFGE, Local 383



Frankie Wheeler
Director, Human Resources
Department of Mental Health

Mary Horne, President
1199 NUHHCE, AFSCME, Local 2095

Brendolyn McCarty-Jones
Labor Liaison

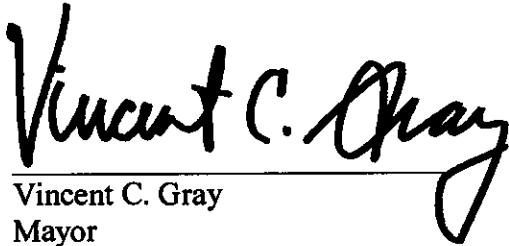


Dr. Patrick A. Canavan
Chief Executive Officer
Saint Elizabeths Hospital

Debra Williams

APPROVAL

This collective bargaining agreement between American Federation of State, County, And Municipal Employees Local 2095, American Federation of Government Employees Local 383 and the District of Columbia Department of Mental Health, 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
Mayor