

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH**

AND

**1199 SERVICE EMPLOYEES INTERNATIONAL UNION,
UNITED HEALTHCARE WORKERS EAST
MD/DC REGION**

APRIL 1, 2013 THROUGH SEPTEMBER 30, 2016

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PREAMBLE:

SECTION A:

This Agreement is entered into between the Department of Mental Health (hereinafter referred to as "DMH" or the "Employer") of the District of Columbia and 1199 SEIU United Healthcare Workers East, MD/DC Region, as the certified exclusive representative of all non-supervisory Licensed Social Workers series 185, employed by DMH. Series 185 Social Workers are Licensed Graduate Social Workers (LGSW), Licensed Independent Social Workers (LISW), and Licensed Independent Clinical Social Workers (LICSW).

SECTION B:

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. This Agreement shall not be reconsidered during its life nor shall either party make any changes in this Agreement for the duration of the Agreement unless by mutual consent or as provided elsewhere in this Agreement or as required by law.

SECTION C:

The Employer and the Union recognize the need to provide efficient health services to the public and to maintain and increase the quality of health services. Further, both parties 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.

SECTION D:

Both the Department of Mental Health and 1199 SEIU United Healthcare Workers East, MD/DC Region agree to comply with applicable sections of the Comprehensive Merit Personnel Act (CMPA), as amended in the "Omnibus Personnel Reform Amendment Act of 1998."

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 salary schedule for Social Workers covered by this Agreement shall be increased 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 salary schedule for Social Workers covered by this Agreement shall be increased 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 salary schedule for Social Workers covered by this Agreement shall be increased by 3%.

ARTICLE 2: DIFFERENTIALS

SECTION A: GENERAL

Pay for shift differentials shall be paid in accordance with the DPM as it reads at the signing of this Agreement subject to any changes in the law.

SECTION B: NIGHT DIFFERENTIAL

Night-shift differential will only be paid for work from 6 p.m. to 6 a.m. Monday- Saturday. Night-shift differential will not apply to Sunday work.

SECTION C: SUNDAY PREMIUM

A full-time employee assigned to a regularly scheduled tour of duty, any part of which includes hours that fall between midnight Saturday and midnight Sunday, is entitled to Sunday premium pay for each hour of work which is not overtime work and which is not in excess of eight (8) hours for each tour of duty which begins or ends on Sunday. Sunday premium is computed as an additional 25% of the employee's basic rate of compensation.

ARTICLE 3: OVERTIME

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

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 percent (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 a bargaining unit member is required to respond to a phone call or page, and be available for work within a two-hour time frame.

SECTION C:

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

SECTION D:

An employee who is scheduled to be on-call for DC Community Services Agency and becomes ill shall notify the appropriate DC Community Services Agency supervisor immediately that he/she will be unable to cover the on-call and the supervisor will ensure that other arrangements are made to cover the on-call hours.

ARTICLE 5: 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 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. If the employee has actually worked more than forty hours during the week, overtime compensation will be paid in accordance with minimum standards established by the Fair Labor Standards Act (FLSA), 29 U.S.C. Section 201 et. seq., and the District Personnel Manual.

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 6: HOLIDAY PAY

SECTION A:

An employee who is required to work on a legal holiday falling within his or her regular basic workweek, shall be paid at the rate of twice his or her regular basic rate of pay for not more than eight (8) hours of such work.

SECTION B:

The following non-negotiable, legal, public holidays are provided each year to all employees covered by this agreement.

1. New Year's Day, January 1st of each year;
2. Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
3. Inauguration Day (as defined in Section C).
4. Washington's Birthday, the 3rd Monday in February of each year;
5. Emancipation Day, April 16th;
6. Memorial Day, the last Monday in May of each year;
7. Independence Day, July 4th of each year;
8. Labor Day, the 1st Monday in September of each year;
9. Columbus Day, the 2nd Monday in October of each year;
10. Veterans Day, November 11th of each year;
11. Thanksgiving Day, the 4th Thursday in November of each year; and
12. Christmas Day, December 25th of each year;

SECTION C:

January 20th of each 4th year (starting in 1981), Inauguration Day, is a legal public holiday for the purpose of pay and leave of employees scheduled to work on that day. When January 20th of any 4th year falls on Sunday, the next succeeding day selected for the public observance of the inauguration of the President is a legal public holiday for the purposes of this section.

SECTION D:

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.

ARTICLE 7: OPTICAL AND DENTAL PLANS

SECTION A:

The current plan shall remain in effect until the new plans as determined by the District of Columbia are approved and effected.

SECTION B:

The parties agree to seek participation on the District's Joint Labor-Management Benefits Committee for the purpose of addressing the benefits of employees/social workers in 1199 SEIU, United Healthcare Workers East, MD/DC Region.

ARTICLE 8: EMERGENCY AND ADMINISTRATIVE CLOSING

SECTION A:

Emergency employees are employees whose services are required when it is deemed to be appropriate in the public interest to release most employees from duty because of natural or man-made emergencies or in the event of government closings.

SECTION B:

Emergency employees are required to:

1. Where the employees are already at work, remain at their duty station when a condition is declared which results in an early dismissal for other employees;
2. Where the employees are not already at work, report to their duty station on time and as scheduled when a condition develops during non-work hours which results in the closing of District offices;
 - (a) Employees shall make every effort to report to duty as scheduled and, if unable to do so, immediately notify their supervisor of their inability to report to work. It is at the discretion of the immediate supervisor whether to place the employee on AWOL or to allow the employee to request and be granted the appropriate leave (i.e. annual leave, sick leave, or LWOP as appropriate); and
3. Carry or wear official government ID card at all times.

SECTION C:

Emergency employees required to work when all other DMH employees are released due to an Administrative Closing or early dismissal shall receive compensatory time on an hour for hour basis for work performed during their normal tour of duty. Emergency employees required to report to work when all other DMH employees are released and who perform "overtime work" during such periods are to be compensated, in accordance with the provisions of the Fair Labor Standards Act.

SECTION D:

Employees may elect compensatory time in lieu of cash payment for overtime worked. Compensatory time may be taken at any time agreed upon by the employee and his/her supervisor, but should be used within six (6) months of the date earned.

SECTION E:

The Department shall identify emergency positions. Each emergency employee shall be notified of the emergency status of his/her position. The emergency designation shall be renewed yearly.

ARTICLE 9: ANNUAL 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 and 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 10: 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. Requests for hazardous pay determination shall be submitted to DMH pursuant to the DPM.

ARTICLE 11: EDUCATION/ TRAINING AND COSTS

SECTION A:

In order to keep abreast of current practices in Social Work and mental health care, employees are required to receive job-related education and training. The Employer will provide education/training opportunities that will enhance a Social Worker's ability to meet licensure and privileging requirements as set by the Department of Mental Health and the District of Columbia Government. To further ensure compliance with this article, the Social Worker Training Program at SEH shall be fully staffed; and a Social Worker Training Program shall be developed for Community Services Agency by a body established by the Community Services Agency CEO.

SECTION B:

The Department shall reimburse each employee for educational costs (e.g. tuition, training or registration cost, mileage and other actual expenses in accordance with the DCMR Title I, Chapter 8, Section 815.4 and DMH Policy #750.2 for which Continuing Education Units (CEU) are awarded) up to \$600 per calendar year.

SECTION C:

Administrative leave will be granted for up to nine (9) days per calendar year for the purpose of attending instructional classes of which one (1) of the nine (9) days can be used to take the LICSW or LISW exam, provided all of the following criteria are met:

- The program or class is required in order to retain the employee's license or certification that is required to maintain the employee's current job at DMH or the program or class is eligible for credit toward CEUs.
- The program or class is not offered by DMH.
- Requests for approval of leave or funds under this Section shall be made as far in advance as practicable through supervisory channels. Management shall review requests under this Section expeditiously and shall inform the employee of the approval or denial as soon as practicable. To the extent not in conflict with this Article, the procedure for applying for these funds shall be governed by DMH Travel and Reimbursement Policy 750.2A, dated September 1, 2004.
- Prior written approval is obtained from the appropriate manager in accordance with existing policies and procedures.

SECTION D:

In order to receive reimbursement the employee must provide appropriate receipts and proof of attendance.

ARTICLE 12: D.C. EMPLOYEE AFFORDABLE HOUSING TASKFORCE

Consistent with the Compensation Units 1 and 2:

The parties agree to seek participation on the joint Labor-Management Affordable Housing Taskforce to facilitate the purchase and/or rental of homes in the District of Columbia by employees 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 Taskforce will strive to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Taskforce shall work with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Authority to further affordable housing opportunities for district employees who have worked for the District government for at least one year.

- I. Consistent with Compensation 1 and 2, during fiscal year 2009, the District shall invest the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2008, of bargaining unit employees under this agreement at DMH toward affordable housing initiatives; and

2. Consistent with Compensation 1 and 2, during fiscal year 2010, the District shall invest the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2009, of bargaining unit employees under this agreement at DMH toward affordable housing initiatives.

Any funds set aside in Fiscal Years 2009 and 2010 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 collective bargaining agreement in FY 2010.

ARTICLE 13: 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 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:

The program shall be in effect through Fiscal Year 2016.

ARTICLE 14: GOAL SHARING

The Parties recognize the importance and relationship between employee job performance, performance appraisals, 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 15: TERM AND TEMPORARY EMPLOYEES

SECTION A:

The Department of Mental Health shall ensure that eligible employees who serve in term or temporary positions are converted to permanent appointments consistent with the District Personnel Manual and the D.C. Official Code.

SECTION B:

Term or temporary employees who are hired under grants will be employed for the duration of the grant (barring discharge for cause) or until such time as the funding is exhausted or terminated by the grantor. The vacancy announcements, beginning thirty days after Council approval, will carry this notice.

ARTICLE 16: METRO PASS

The District of Columbia Government shall subsidize the cost of monthly transit passes for personal use by employees by not less than twenty five (\$25.00) per month for employees who

purchase and use such passes to commute to and from work. Eligible employees will be required to submit proof of actual use of Metro to get to work.

ARTICLE 17: 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, when this agreement becomes effective.

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. Request for reimbursement must be made using the procedures established by the DMH for such reimbursements.

SECTION C:

1. Employees required to use their personal vehicles for official business if a government vehicle is not available, who are reimbursed by DMH 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 18: BACK PAY

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

ARTICLE 19: GRIEVANCES AND ARBITRATION

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

ARTICLE 20: OTHER FORMS OF LEAVE

SECTION A: MILITARY LEAVE:

An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in D.C. Official Code §1-612.03(m) (2001 Edition).

SECTION B: 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(l) (2001 Edition).

SECTION C: FUNERAL LEAVE

1. An employee is entitled to two (2) days 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.

2. 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 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.

3. 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 D.C. Official Code § 1-612.03(n) (2001 ed.).

ARTICLE 21: RETIREMENT

SECTION A: DEFINED CONTRIBUTION PENSION PLAN

1. All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan.

2. As prescribed by § 1-626.09(c) of the D.C. Official Code (2001 edition) 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.

SECTION B: DEFERRED COMPENSATION PROGRAM

As prescribed by § 1-626.05 and related Chapters of the D.C. Official Code (2001 Edition), 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 C:

To the extent that any changes to the District's existing retirement program occurs as a result of the work of the Compensation Units 1 and 2 Joint Labor Management Technical Advisory Pension Reform Committee for career service employees, such changes would be provided to employees in this unit.

ARTICLE 22: LIFE INSURANCE

SECTION A:

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

1. District of Columbia Official Code §1-622.03 (2001 Edition) 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.

2. District of Columbia Official Code §1-622.01 (2001 Edition) 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.

SECTION B:

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:

Optional Plan	Additional Coverage	Premium Amount
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.

SECTION C:

Employees must contact their respective personnel offices to enroll or make changes in their life insurance coverage.

ARTICLE 23: HEALTH INSURANCE

SECTION A:

Pursuant to D.C. Official Code §1-621.02 (2001 Edition), 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.

1. 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 Compensation Units 1 and 2 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

2. 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 Compensation Units 1 & 2 representatives notice of the proposed additions.

3. Employees are required to contribute 25% of the total premium cost of the employee's selected plan. The District of Columbia Government shall contribute 75% of the premium cost of the employee's selected plan.

SECTION B:

Pursuant to D.C. Official Code §1-621.01 (2001 Edition), 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 United States Office of Personnel Management.

SECTION C:

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.

ARTICLE 24: 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.

ARTICLE 25: PRE-TAX BENEFITS

SECTION A:

Employee contributions to benefits programs established pursuant to D.C. Official Code §1-611.19 (2001 ed.), 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.

SECTION B:

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.

ARTICLE 26: 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 by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or provision thereof. In the event any provision is invalidated under this article, such provision shall be renegotiated at the request of either party.

SECTION B:

For the purpose of this article, a past practice shall mean a practice or benefit that is not at variance with governing rules and regulations or this Agreement, applying to the Department or Agency as a whole, and known to officials of both parties.

SECTION C:

Management is not required to modify its position on past practices after consulting with the Union. Modifications of practices are not grievable in accordance with Article 2, number 7 Department rules, regulation and procedures.

SECTION D:

Management will notify the Union thirty (30) days before any changes in past practices.

ARTICLE 27: FINALITY OF AGREEMENT

This Agreement represents the complete agreement of the parties with respect to all matters which were or could have been negotiated. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of the Agreement, except that matters not covered herein may be negotiated upon mutual agreement of the parties. This Agreement may only be modified or amended by a written document signed by authorized representatives of both parties.

ARTICLE 28: DURATION:

This agreement shall be in full force and effect from the date of approval through September 30, 2016. This agreement may be automatically renewed for one year, unless either party gives to the other party written notice of its intention to terminate, renegotiate or modify the Agreement as follows: written notice by a party during the prior 120 to 90 days prior to the first day of a fiscal year (e.g. for the purpose of negotiating a compensation agreement for FY 2017, notice would be given 120-90 days prior to the first day of FY 2016). In the event that a timely notice under this Section has been served on the other party, or the parties are actively negotiating but have not completed negotiations for a successor contract as of September 30 of the applicable fiscal year, it is hereby agreed that all of the provisions of this collective bargaining agreement shall remain in full force and effect until a successor agreement is achieved through collective bargaining or through the appropriate procedures under the Comprehensive Merit Personnel Act.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 10th day of July, 2013.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT DEPARTMENT OF
MENTAL HEALTH

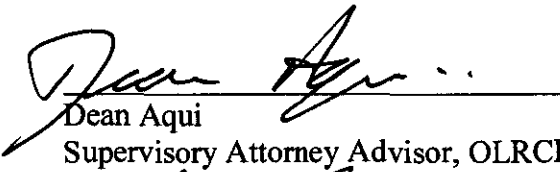
FOR 1199 SERVICE EMPLOYEES
INTERNATIONAL UNION
UNITED HEALTHCARE WORKERS EAST



Natasha Campbell, Director
Office of Labor Relations &
Collective Bargaining



Lisa Wallace, Vice President
1199 SEIU UHWE



Dean Aquino
Supervisory Attorney Advisor, OLRCB



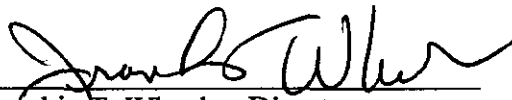
Calvin Lucas, Administrative Organizer
1199 SEIU, UHWE



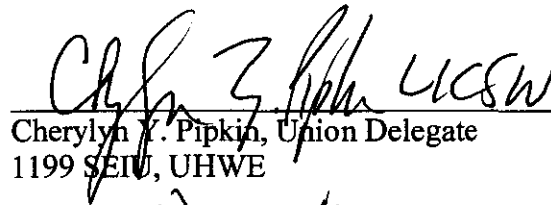
Stephen J. Baron, Director
Department of Mental Health



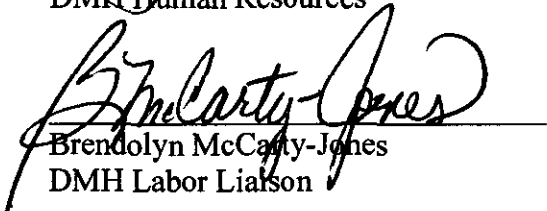
Wanda Wilson, Union Delegate
1199 SEIU UHWE



Frankie T. Wheeler, Director
DMH Human Resources



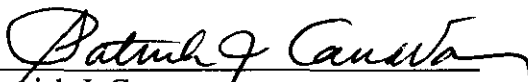
Cheryln F. Pipkin, Union Delegate
1199 SEIU, UHWE



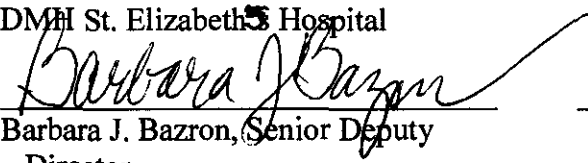
Brendolyn McCarty-Jones
DMH Labor Liaison



James DelGuidice, Bargaining Committee
1199 SEIU, UHWE



Patrick J. Canavan
Chief Executive Officer
DMH St. Elizabeth's Hospital

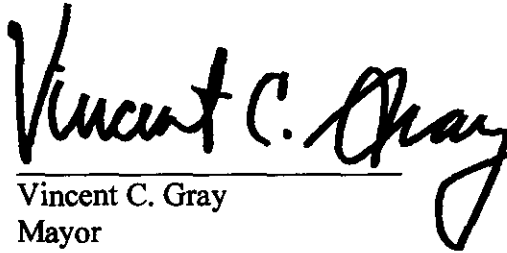


Barbara J. Bazron, Senior Deputy
Director
Department of Mental Health

Cynthia Holloway, Negotiation
Team Member
Department of Mental Health

APPROVAL

This Compensation Agreement between District of Columbia Department of Mental Health and 1199 Service Employees International Union United Healthcare Workers East MD/DC Region 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