

**COMPENSATION
COLLECTIVE BARGAINING**

AGREEMENT

BETWEEN

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

AND

**THE WASHINGTON AREA METAL TRADES COUNCIL, AFL-CIO
NATIONAL CONFERENCE OF FIREMEN & OILERS, SERVICE
EMPLOYEES INTERNATIONAL UNION, LOCAL 473, PUBLIC SERVICE
EMPLOYEES UNION, AFFILIATED WITH THE LABORERS
INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 572**

EFFECTIVE OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2010

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PREAMBLE

Section 1:

This Agreement is entered into this 23rd, day of January, 2009 between the District of Columbia Government, Department of Mental Health (hereinafter referred to as the "Employer" or "DMH") and Washington Area Metal Trades Council, AFL-CIO, National Conference of Firemen & Oilers, Service Employees International Union, Local 473 of the Public Service Employees Union, affiliated with the Laborers International Union of North America, Local 572 (hereinafter referred to as the "Union"). The term "Employer" as used herein shall apply interchangeably to those officials or their authorized designees as the individual provisions of the Agreement may be applicable or as the authority is established by law.

Section 2:

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

PART II COMPENSATION AGREEMENT

ARTICLE 33 WAGES

Section A – Fiscal Year 2008:

Effective the first day of the first full pay period beginning on or after October 1, 2007, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2007, shall be increased by three and one quarter percent (3.25%).

Section B – Fiscal Year 2009:

Effective the first day of the first full pay period beginning on or after October 1, 2008, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2008, shall be increased by four percent (4%).

Section C – Fiscal Year 2010:

Effective the first day of the first full pay period beginning on or after October 1, 2009, wages for all bargaining unit members covered by this Agreement and who are actively employed as of October 1, 2009, shall be increased by four percent (4%).

Section D – Differentials:

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

ARTICLE 34
HEALTH, OPTICAL AND DENTAL PLANS

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

ARTICLE 35
LICENSE/CERTIFICATION FEE

The employer agrees to reimburse members for the cost of the renewal of their license or certification provided it is required and directly related to their current job function.

ARTICLE 36
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 mid-night Friday, after he/she has completed the regular work schedule and has left his/her place of employment, or, when not scheduled and informed in advance, on one of the days when he/she is off duty. When called in on weekends, Saturdays or Sundays, Holidays, or prior to an employee's scheduled tour of duty on Monday, the minimum of four (4) hours of work shall be credited to any employee, except as provided in Section B.

Section B:

When an employee is called in before his/her regular tour of duty to perform unscheduled overtime and there is no break before the regular tour is to begin, a minimum of two (2) hours of work shall be credited to the employee.

ARTICLE 37
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 ten per cent (10%) of his/her basic rate of pay for each hour the employee is on call.

For the purpose of this Agreement, "On-Call" is defined as – when an employee is required to respond to a phone call or page, and be available for work within one (1) hour or sooner, if possible.

Section B:

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

ARTICLE 38
MILEAGE ALLOWANCE

Section A:

The parties agree that the mileage allowance established for the employees of the District government who are authorized to use their vehicles in the performance of their official duties shall be at the rate the Internal Revenue Service authorizes and posts on its website 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.

ARTICLE 39
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 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 40
HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIAL

Hazardous Duty and Environmental Differential compensation shall be paid in accordance with the District Personnel Manual, CMPA, as it reads at the signing of this Agreement, subject to any changes in the law. Neither party shall seek changes to the law.

ARTICLE 41
NEW UNITS

Section A:

Notwithstanding any other provisions of this Agreement, with the exception of Section B of this Article, employees in this bargaining unit, shall not be entitled to the pay provisions of this Agreement for any fiscal year in which they received a pay raise pursuant to other authority.

Section B:

If a new unit is certified prior to any mid-year increase contained in this Agreement, it shall be entitled to receive the contractual increase.

Section C:

Employees shall be entitled to the benefit of the provisions of this Agreement upon entry into the bargaining unit.

ARTICLE 42
GRIEVANCES

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

ARTICLE 43
UNIFORMS AND GEAR

On the first full pay period on or after October 1 of each fiscal year, the Employer shall provide each employee with a yearly allowance in the amount of \$300.00 for the purchase of uniforms, which must be worn by employees while on duty, which may be used for the purchase of any of the following: 1. short sleeve shirts; 2. long sleeve shirts; 3. trousers; 4. coveralls; 5. long jacket (rain jacket); and 6. coats.

In addition, the Employer shall purchase safety shoes and protective gear clothing that is required in each shop, which includes the following; 1. Head gear; 2. Gloves (as needed); 3. Goggles; 4. Earplugs; and 5. Boots. Boots will be purchased every three years. The agency will purchase Redwing shoes or other shoes of similar quality.

ARTICLE 44
GOAL SHARING

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

ARTICLE 45
SAVINGS CLAUSE

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

ARTICLE 46
DISTRIBUTION AND PRINTING OF AGREEMENT

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

ARTICLE 47
METRO PASS

Beginning the first full pay period after October 1, 2009, The District of Columbia government shall subsidize the cost of monthly transit passes for personal use by employees by twenty-five dollars (\$25.00) per month for employees who purchase and use such passes to commute to and from work.

ARTICLE 48
DURATION AND FINALITY OF AGREEMENT

Section 1:

This Agreement shall be in full force and effect from the date this Agreement is signed, and shall remain in effect through September 30, 2010. The Agreement shall be automatically renewed from year to year thereafter until changed by the parties in the following manner: written notice by a party of its desire to renegotiate this Agreement; such notice to be given during the period 120 days to 90 days prior to the first day of a fiscal year, for the purposes of negotiating a compensation and non-compensation agreement for the subsequent fiscal year. (e.g., for the purposes of negotiating compensation an agreement for FY 2011, notice would be served 120-90 days prior to the first day FY 2010).

Section 2:

It is understood that this Agreement contains the full understanding of the parties as to all existing matters subject to collective bargaining during the life of this Agreement. This Agreement shall not be reconsidered during its life nor shall either party make any changes in compensation for the duration of the Agreement unless by mutual consent or as provided elsewhere in this Agreement or as required by law.

Section 3:

Should any provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall not affect any other part or

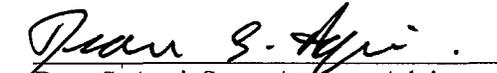
provision hereof. In that event, either party shall have the right to demand negotiations for a substitute provision.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this 23rd day of January, 2009.

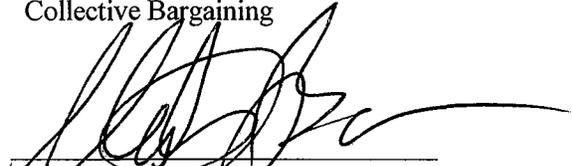
**FOR THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH**



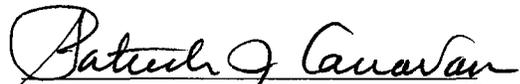
Natasha Campbell, Director
Office of Labor Relations &
Collective Bargaining



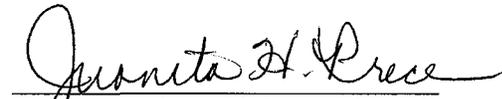
Dean S. Aqi, Supv. Attorney Advisor
Office of Labor Relations and
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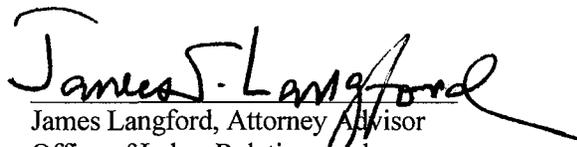
Stephen Barton, Director,
Department of Mental Health



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



Juanita H. Price, Chief Executive Officer
Community Services Agency



James Langford, Attorney Advisor
Office of Labor Relations and
Collective Bargaining

FOR THE UNION



Tanya Diamond, LIUNA, International
Chief Negotiator

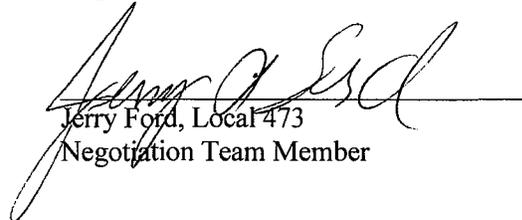


Larry H. Doggette, President - WAMTC
Negotiation Team Member, Local 572

Martin O'Dennis, Local 473
Negotiation Team Member



Tyrone Dodson, Jr. Local 572
Negotiation Team Member



Jerry Ford, Local 473
Negotiation Team Member

provision hereof. In that event, either party shall have the right to demand negotiations for a substitute provision.

IN WITNESS THEREOF, the parties hereto have entered into this Agreement on this _____ day of _____, 2008.

**FOR DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH**

FOR UNION

Natasha Campbell, Director
Office of Labor Relations &
Collective Bargaining

Tanya Diamond, LIUNA, International
Chief Negotiator

Dean S. Aqui, Supv. Attorney Advisor
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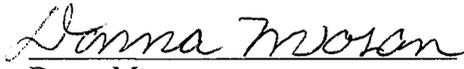
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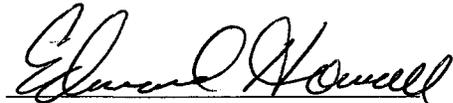
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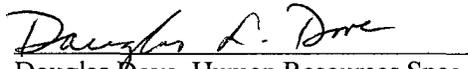
James Langford, Attorney Advisor
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Negotiation Team Member


Donna Moran
Negotiation Team Member


Edward Howell
Negotiation Team Member


Douglas Dove, Human Resources Spec
Negotiation Team Member


Gilbert Taylor, Administrator
Negotiation Team Member

APPROVAL

The Compensation Agreement between the District of Columbia Department of Mental Health and the Washington Area Metal Trades Council, AFL-CIO National Conference of Firemen & Oilers, Service Employees International Union, Local 473, Public Service Employees Union, affiliated with the Laborers International Union of North America, Local 572, signed on January 23, 2009 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 20th day of January, 2009.

A large, stylized handwritten signature in black ink, appearing to read 'Adrian M. Fenty', is written over a horizontal line.

Adrian M. Fenty
Mayor