2014 JUN -6 PM 2:43

OFFICE OF THE
SECRETARY

VINCENT C. GRAY
MAYOR

JUN - 6 2014

The Honorable Phil Mendelson, Chairman
Council of the District of Columbia
Committee of the Whole
1350 Pennsylvania Avenue, N.W.
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to forward to you, for your introduction on an emergency basis and immediate Council consideration, a Proposed Resolution to be cited as the "Compensation Agreement between the District of Columbia and Compensation Unit 19 Emergency Approval Resolution of 2014" and its accompanying emergency declaration. This Agreement provides certain District of Columbia medical officers the following compensation:

(1) Three percent (3%) pay increase effective April 1 2013;

(2) one and one half percent (1.5%) pay increase effective October 1, 2013;

(3) three percent (3%) pay increase effective in October 2014; and

(4) three percent (3%) pay increase effective in December 2015.

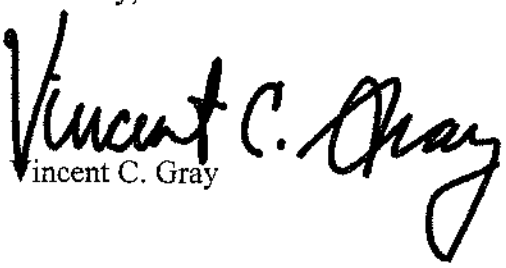
The Resolution applies only to those Compensation Unit 19 employed by the District of Columbia Department of Corrections, Department of Motor Vehicles, Department of Public Works, Department of Human Services, Department of Health, Office of the Chief Medical Examiner and Department of Youth Rehabilitation Services. The Agreement does not cover medical officers employed by the Department of Behavioral Health. Also enclosed are copies of the Legal Sufficiency certification prepared by the Office of the Attorney General and the Fiscal Impact Statement prepared by the Office of the Chief Financial Officer.

Considering the importance of this Resolution, I respectfully request that the legislation be placed on an expedited track for consideration by the Committee of the Whole and be voted on during the Council's next Legislative Meeting. I appreciate your attention to this important legislation that directly benefits District of Columbia employees.

Also, enclosed is a copy of the "Non-Compensation Collective Bargaining Agreement between the Government of the District of Columbia and Doctors' Council of the District of Columbia," which is provided to the Council for its information in accordance with the D.C. Official Code §1-617.15(b) (2001 Ed.).

Please contact me or Dean Aqui, Acting Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,



Vincent C. Gray

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, the negotiated compensation collective bargaining agreement submitted by the Mayor for certain employees in Compensation Unit 19.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this resolution may be cited as the "Compensation Agreement between the District of Columbia and Compensation Unit 19 Emergency Approval Resolution of 2014."

Sec. 2. (a) Pursuant to Section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code 1-617.17(j) (2001 ed.), the Council of the District of Columbia approves the compensation agreement settlement agreement and attached related pay schedules, of the contract negotiated through collective bargaining between the Government of the District of Columbia and the collective bargaining representatives of Compensation Unit 19, which was transmitted to the Council by the Mayor on _____.

(b) This resolution applies to employees at the following departments/offices: Department of Corrections, Department of Health, the Department of Human Services, Department of Youth Rehabilitation Services and Office of the Chief Medical Examiner.

(c) This resolution does not apply to employees in the Department of Behavioral Health.

Sec. 3. Fiscal Impact Statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 602 (c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Code § 1-233(c)(3)); D.C. Code § 1-206.02(c)(3) (2001 ed.).

Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its adoption, each to Compensation Unit 19 and the Mayor.

Sec. 5. This resolution shall take effect immediately.

COMPENSATION COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

AND

DOCTORS COUNCIL OF THE DISTRICT OF COLUMBIA

REPRESENTING COMPENSATION UNIT 19

EFFECTIVE THROUGH

SEPTEMBER 30, 2016

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PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia and the Doctors Council of the District of Columbia, NUHHCE, AFSCME, AFL-CIO, representing a unit of employees comprising Compensation Unit 19 (Physicians, Dentists and Podiatrists) previously certified by the Public Employee Relations Board ("PERB") in PERB Case No. 88-R-12, dated January 5, 1989, PERB Case No. 92-R-01, dated January 10, 1992, and PERB Case No. 96-AC-01 (1996).

ARTICLE I WAGES

Section A – FY 2010

Effective the first day of the first full pay period beginning on or after October 1, 2009, the FY 2009 pay schedules in effect for bargaining unit employees since October 2008 shall remain unchanged).

Section B – FY 2011

Effective the first day of the first full pay period beginning on or after October 1, 2010, the FY 2009 pay schedules referenced above will remain unchanged.

Section C – FY 2012

Effective the first day of the first full pay period beginning on or after October 1, 2011, the FY 2009 pay schedules referenced above will remain unchanged.

Section D – FY 2013

Effective the first day of the first full pay period beginning on or after October 1, 2012, the FY 2009 pay schedules referenced above and the salaries of bargaining unit members will remain unchanged until the first full pay period beginning on or after April 1, 2013 at which time the pay schedules and salaries shall increase by 3% in accordance with past methods of increasing base salary schedules.

Section E – FY 2014

1. Effective the first day of the first full pay period beginning on or after October 1, 2013, the FY 2013 pay schedules under Section D and the salaries of bargaining unit members shall be increased by 1.5% in accordance with past methods of increasing base salary schedules.

2. Effective the first day of the first full pay period beginning on or after October 1, 2013, the pay schedules for Level 5 (i.e., 5, 5B and 5C) as adjusted by 1.5% under subsection (1) and the salaries of bargaining unit members shall be modified as follows:

a. The dollar amount of salary on Step 2 of the pay schedule will become the dollar amount of salary on Step 1. Each subsequent step (i.e., Step 2 through Step 8) will be 2.5% higher than the previous step.

Section F – FY 2015

Effective the first day of the first full pay period beginning on or after October 1, 2014, the FY 2014 pay schedules under Section E and the salaries of bargaining unit members shall be increased by 3.0% in accordance with past methods of increasing base salary schedules.

Section G – FY 2016

1. Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2015 pay schedules under Section F at Levels 1, 2, 4, 5, and 6 and the salaries of bargaining unit members shall be increased by 3.0% in accordance with past methods of increasing base salary schedules.

2. Effective the first day of the first full pay period beginning on or after October 1, 2015, the FY 2015 pay schedules under Section F at Level 3 (i.e., 3, 3B and 3C) and the salaries of bargaining unit members shall be increased by 3% in accordance with past methods of increasing base salary schedules plus $1,000.

Section H: Definitions

1. As referenced in this document and any attachments, the term "fully trained" shall be defined as follows:

   a. Physicians: Graduated from an approved residency or fellowship training program. Approved residency or fellowship training programs are those American residency or fellowship programs approved by the Accreditation Council for Gradual Medical Education (ACGME), the Residency Review Committee for Pediatrics, the Residency Review Committee for Emergency Medicine, or other appropriate authority or those Canadian training programs approved by the Royal College of Physicians and Surgeons of Canada, the College of Family Practice Physicians and Surgeons of Canada or other appropriate Canadian medical authority; or experience and/or training programs which are generally accepted to be equivalent to an ACGME approved residency or fellowship program and/or specifically approved and accepted by the relevant licensing board.

   b. Dentists: Graduated with a degree in dental surgery (D.D.S.) or dental medicine (D.M.D.) from a U.S. or Canadian school approved by the Council on Dental Education, American Dental Association, or an equivalent degree from another dental school, provided the education and knowledge acquired are substantially equivalent.

c. Podiatrists: Graduated from a school of podiatric medicine approved by the American Podiatry Association in the year in which the degree was granted.

Section I: Classification Collaborative Review

The parties hereby agree that the District and the Union shall commence a joint labor and management classification collaborative review. This project shall examine the current classification system for bargaining unit positions in order to ensure the appropriateness of the District's current classification system for bargaining unit positions. The parties agree that changes agreed upon by the parties shall upon agreement, be implemented consistent with the terms of parties' agreement.

Section J: Additional Income Allowance Relevant Board Certifications, Training and Experience

Bargaining unit employees may be eligible to receive an "Additional Income Allowance" in accordance with Chapter 11, § 1143 of the District Personnel Manual (DPM), and when an agency desires that a member provide additional services based on skills gained through board certifications(s) and/or training or experience which was not previously credited at the time of appointment (or thereafter) or is required for the performance of the duties of the employee's official position of record.

1. An additional income allowance may be provided for additional board certifications and training or experience only when it is determined by the agency that the employee's use of such certifications and training or experience will enhance the accomplishment of the agency's mission and/or allow the agency access to services that would normally or customarily be obtained through non-bargaining unit sources and may include, but is not limited to, services related to clinical leadership/education which are in addition to the duties customarily required or assigned as part of the employee's official position. The additional income allowance may be provided only after it is approved by the personnel authority in accordance with Chapter 11 of the DPM.

2. Consistent with § 1143.17 of Chapter 11 of the DPM, upon approval of an additional income allowance by the personnel authority, each agency head shall notify each employee offered the additional income allowance of his or her obligation to enter into a service agreement as a condition of accepting the allowance. Each service agreement executed for an additional income allowance shall comply with the requirements set forth in § I 143.19 of the DPM.

3. Whenever an agency is contemplating offering an Additional Income Allowance involving a bargaining unit position, the agency shall give written notification to the Union of the reasons supporting the offer and the intended amount. Such notification shall be given prior to any offer being made in sufficient time to

obtain appropriate input from the Union. The agency shall promptly provide the Union with a copy of each request submitted by the agency for authorization to pay an AIA and a copy of each executed service agreement.

ARTICLE 2 SPECIAL PAY

Section A:

Employees will be eligible for Special Pay as described in this Article.

Section B:

1. Employees who are assigned to tours of duty that include evenings or night shifts, Sundays, or Holidays will receive premium pay for such scheduled hours worked, as follows:

    a. Evening and Night: Ten Percent (10%) for regularly scheduled work performed between 6:00pm and 6:00am.

    b. Sundays: Twenty-five percent (25%) for full-time employees for regularly scheduled hours worked on a Sunday.

    c. Holidays: If required-to-work on a legal-holiday falling within the regular work week, in addition to straight time pay for the holiday, the employee will receive premium pay at the scheduled hourly rate for regularly scheduled hours worked.

Section C:

There shall be no pyramiding of premium pay paid pursuant to this Article, nor shall there be pyramiding of premium pay with pay for additional hours of work authorized by this Agreement. Employees receiving Sunday premium pay will not be eligible for shift premium for the same hours. Premium pay shall not constitute an increase in basic pay nor be considered as part of basic pay for any purpose.

ARTICLE 3 OVERTIME

Section A:

Employees shall be eligible to earn overtime pay as follows:

1. Employees required to work in excess of their administrative work week or alternative work schedule, including call-backs, will receive compensation for additional hours actually worked under the following conditions:

a. Additional hours of work must be authorized or approved by the Employer, who shall certify in writing that the extra work (a) was medically necessary, (b) was directly related to patient care responsibilities, (c) required the personal professional attention of the employee, and (d) could not have been performed during the employee's regularly scheduled hours of work.

b. Pay for more than twenty (20) hours of overtime in a pay period must be authorized or approved by the Agency Director or his/her designee.

Section B:

Overtime compensation will be paid for all hours actually worked in excess of forty (40) hours in a work week (or eighty (80) hours for employees on an alternative work schedule based on an eighty (80) hour pay period).

Section C: Call-Back Pay

A minimum of four (4) hours overtime work shall be credited to any unit employee who is called back to perform unscheduled overtime work either on a regular workday after he/she had completed his/her regular work schedule and left his/her place of employment, or on one (1) of the days he/she is off duty.

Section D:

Pay for additional hours worked pursuant to the above shall not constitute an increase in basic pay nor be considered part of basic pay for any purpose.

Section E:

Upon mutual agreement, employees may receive compensatory time on an hour-for-hour basis for overtime hours worked in lieu of the overtime payment described above.

ARTICLE 4 ON-CALL PAY

Section A:

Each agency shall designate bargaining unit positions for which on-call pay is authorized. Positions for which on-call pay is authorized, may be designated based on the following conditions:

1. The work involved in the position is vital to:

    a. Continuity of public health and human services;

    b. Public safety and law enforcement;

    c. Emergency management services and emergency medical services; or

    d. Other crucial operations such as transportation, shelter operation, food distribution, and communication; and

2. The work of the position requires the incumbent, when otherwise off duty, to be available to report for work on short notice, within a maximum of one (1) hour or such lesser time as the agency deems warranted by the nature of the position. Provided, however, where an employee has notified the agency in advance of the assignment of the inability to report for duty within an hour, the employee shall report within the time frame established by the Agency.

Section B:

For an employee to be eligible to receive on-call pay, all of the following conditions must be met:

1. He or she must occupy a position for which on-call pay has been authorized;

2. The agency must have placed the on-call time on the employee's official work schedule on a holiday or outside the employee's scheduled tour of duty;

3. The employee must be required to be in a state of readiness to perform work; and,

4. When called in, the employee must be able to report for work within the time frame established by the agency.

Section C:

Except as provided in Section D, while in an on-call status, an employee shall be entitled to pay at a rate equal to twenty-five percent (25%) of his or her rate of basic pay, payable on an hour-

for-hour basis, in increments of one-quarter (¼) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes.

Section D:

1. A bargaining unit employee on a regularly established on-call schedule shall be compensated at a rate of forty percent (40%) of his/her basic rate of pay for each hour the employee is scheduled for on-call. For the purpose of this Agreement, "regularly established on-call schedule" is defined as the practice of regularly scheduling an employee for on-call duty by placing the employee on an agency on-call schedule which is usually regularly established each pay period. An employee on a regularly established on-call schedule shall be accessible via telephone or other means of communication and/or available to report for work on short notice, within a maximum of one (1) hour or such lesser time as the agency deems warranted by the nature of the position. Provided however, where an employee has notified the agency in advance of the assignment of the inability to report for duty within an hour, the employee shall report within the time frame established by the agency.

2. As of the date of execution of this agreement it is understood that all of the bargaining unit positions in the Office of the Chief Medical Examiner are assigned to be on-call pursuant to a regularly established on-call schedule. Prior to an agency initiating a regularly established on-call schedule affecting any other bargaining unit position(s), the agency shall give written notice to the Union and the employee(s) of the proposed schedule, and a description of the circumstances of on-call.

Section E:

When an employee who is in an on-call status is called in or according to mutually agreed upon criteria performs work, he or she shall be credited with a minimum of two (2) hours of work time.

Section F:

On-call pay may not be provided nor may an employee be placed in an on-call status while on paid leave.

Section G:

On-call pay shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

Section H:

Upon mutual consent of the Employee and the Agency, time off may be substituted for part or all of the compensation under this paragraph.

ARTICLE 5 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) and Chapter 87 of Title 5 of the United States Code.

(a) 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.

(b) 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.

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:

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.

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

Section B: Health Insurance:

1. 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.

(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 Compensation Unit 19 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 Compensation Unit 19 representatives notice of the proposed additions.

(c) 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.

2. 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.

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 advanced request.

4. The District shall provide an employee a health services program that provides treatment, counseling and preventive health programs consistent with its obligations under D.C. Official Code § 1 620.07 (2001 ed.).

Section C: Optical And Dental:

1. Except as provided in paragraph 2, the Employer will continue to pay premiums at the same rate currently paid to the optical and dental plan providers of the Union-approved programs currently applicable to the bargaining unit.

2. a. During the term of this Agreement, the Union may elect coverage under the Optical and/or Dental plans in effect for District employees in Compensation Unit 1 under the personnel authority of the Mayor ("District Plans"). Should the Union elect to participate in the Optical and/or Dental District Plans as offered by the District Government, the Employer will pay the same premiums paid for other unionized District employees covered by the District Plans. Benefit levels of the District Plans shall not be reduced during the term of this agreement except by mutual agreement of the District, the Union and the insurance carriers.

   b. 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 Compensation Unit 19 representatives notice of the proposed additions.

3. Bargaining unit employees are required to execute an enrollment form in order to participate in the District Optical and Dental Plans.

4. In the event the Union elects to participate in the District's Optical and/or Dental Plan as described in Paragraph 2, in consultation with the Union, the Employer shall provide information to the bargaining unit employees about the Plans' terms, benefits, and providers and any changes thereto. The Employer shall assist employees in the unit and the Union in making a transition from the current plans to the District Plan(s), including providing assistance in the enrollment process.

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. Official Code §1-612.03 (2001 Edition), 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 of Columbia Laws.

Section F: Sick Leave:

1. In accordance with District of Columbia Official Code §1-612.03 (2001 Edition), a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days in a calendar year.

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 workweek 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 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).

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(l) (2001 Edition).

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

4. **Family and Medical Leave**

   a. The District of Columbia Family and Medical Leave Act (D.C. FMLA) of 1990, D.C. Official Code § 32-501 et. seq. (2001 ed.) is applicable to any District of Columbia government employee who has been employed for one year without a break in services and has been in pay status for at least 1000 hours during the 12-month period immediately preceding the request for family or medical leave.

   b. The D.C. FMLA entitles eligible employees to 16 weeks unpaid family leave over a 24-month period for the birth of a child or the placement of a child in the employee's care, or to care for a family member with a serious health condition;

c. The D.C. FMLA entitles eligible employees up to 16 weeks of unpaid medical leave over a 24-month period when the employee is unable to perform his or her job because of serious health condition. The request for medical leave must be supported by a certification of the serious health condition issued by the employee's health care provider.

d. An employee may use paid leave during the 16-week period consistent with D.C. Office of Personnel policy.

5. **Other Leaves (Without Pay)**: Leaves of absence without pay for a limited period may be granted by the agency if requested in advance and in writing.

Section H: Pre-Tax Benefits:

1. 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.

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. The Employer will notify the Union prior to submitting any request for Early Out Retirement authority in any Department where bargaining unit members are employed. Upon request, the Employer shall meet and bargain concerning the impact of such request, including the exclusion and/or inclusion of Medical Officer, Dental Officer and Podiatrist positions in the request.

5. **DEFINED CONTRIBUTION PENSION PLAN**:

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

   b. 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.

   c. As prescribed by §1-626.09(d) of the D.C. Official Code (2001 Edition) the District shall contribute an amount not less than an additional .5% of a detention officer's base salary to the same plan.

6. **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 J: Holidays:

1. As prescribed by D.C. Official Code §1-612.02 (2001 Edition) 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, the 3rd Monday in January of each year;

   c. Washington's Birthday, the 3rd Monday in February of each year;

   d. Emancipation Day, April 16th of each year;

   e. Memorial Day, the last Monday in May of each year;

   f. Independence Day, July 4th of each year;

   g. Labor Day, the 1st Monday in September of each year;

   h. Columbus Day, the 2nd Monday in October of each year;

   i. Veterans Day, November 11th of each year;

   j. Thanksgiving Day, the 4th Thursday in November of each year;

   k. Christmas Day, December 25th of each year; and

   l. Inauguration Day (January 20th of each 4th year, starting in 1981).

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.

Section K:

1. Compensation Unit 19 may send one delegate to participate in the Compensation Units 1 and 2 Labor-Management Benefits Committee, provided that such arrangement is not objectionable to Compensation Units 1 and 2. The Employer shall promptly provide the Union president a copy of materials provided to, and those generated by, members of the Compensation Units 1 & 2 Labor-Management Benefits Committee, if such materials impact the benefits of bargaining unit members.

2. The Employer will consult with the Union concerning proposals to change the health insurance, life insurance and retirement programs applicable to the bargaining unit members.

Section L:

In the event the Employer proposes improvements in any of the benefits in Section A-J or proposes adding new benefits generally applicable to employees under the personnel authority of the Mayor, the Employer shall notify the Union of the bargaining unit members' eligibility for such benefits and shall consult with the Union concerning the proposal(s).

ARTICLE 6 CONTINUING MEDICAL EDUCATION

Effective for expenses incurred during fiscal year 2014, the Employer shall increase the reimbursement for each bargaining unit doctor from $750.00 per fiscal year to $1,500.00 per fiscal year for expenses incurred in conjunction with continuing medical education, training conferences, or board examinations.

ARTICLE 7 SICK LEAVE INCENTIVE PROGRAM

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 (1) 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 any 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:

This program shall take effect in Leave Year 2014.

ARTICLE 8 METRO PASSES

Effective October 1, 2014, the District of Columbia Government shall subsidize the cost of transit passes for personal use by employees by not less than twenty-five dollars ($25.00) per month for employees according to the same terms and conditions as the benefit is available to employees in Compensation Units 1 and 2.

ARTICLE 9 GRIEVANCES

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

ARTICLE 10 FINALITY OF AGREEMENT

This Agreement represents the complete agreement of the Parties with respect to all compensation matters which were or could have been negotiated. Compensation matters not referred to in the Agreement shall be provided in accordance with law. The parties waive the right to negotiate with respect to any matter referred to or not referred to herein for the duration of this Agreement except upon mutual agreement

ARTICLE 11 SAVINGS CLAUSE

Section A:

In the event that any provision of this Agreement shall at any time be declared invalid by a court of competent authority or other competent authority, such decision shall not invalidate the entire Agreement, it being the intent of the parties that all valid provisions shall remain in full force and effect. In the event any provision is invalidated under this Article, such provision shall be renegotiated at the request of either party.

Section B:

Any future legislation, ordinance or order, which improves the benefits received by employees covered by this Contract, shall automatically be applied to such employees.

Section C:

In the event of action by the President or Congress of the United States, which results in any change in relationship or status as between the Federal Government and the Government of the District of Columbia, any directly affected contract provision will be subject to immediate renegotiation.

ARTICLE 12 DURATION

Section A:

This Agreement shall remain in effect to and including September 30, 2016. 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 the agreement: such notice to be given during the period 120 days to 90 days prior to the first date of a fiscal year, for the purposes of negotiating a compensation agreement for the subsequent fiscal year (e.g., for the purpose of negotiating a compensation agreement for FY 2017, notice would be served 120 to 90 days prior to the first day of FY 2016).

Section B:

In the event that a timely notice to modify the provisions of this Agreement has been served, but the parties have not negotiated a successor contract as of September 30, 2016, it is hereby agreed that all of the provisions of this 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.

Signed in Washington, D.C., this _____ day of _____, 2014.

FOR THE EMPLOYER

_____
Dean Aqui, Supervisory
Labor Relations Officer
Office of Labor Relations and
Collective Bargaining

FOR THE UNION

_____
Wendy L. Kahn, Esq.
Chief Negotiator

APPROVAL

This Compensation Collective Bargaining Agreement between the District of Columbia Government and the Doctors Council of the District of Columbia dated _____, 2014 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 Ed.), and is hereby approved this _____ day of _____, 2014.

_____
Vincent Gray

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General for the District of Columbia

MEMORANDUM

TO: **Dean Aqui**
Acting Director,
Office of Labor Relations and Collective Bargaining

FROM: **Frank Mc Dougald** FMD
Assistant Attorney General

DATE: **May 22, 2014**

SUBJECT: **Legal Sufficiency Review of the Compensation Collective Bargaining Agreement between the Government of the District of Columbia and Doctors' Council of the District of Columbia NUHHCE, AFSCME, AFL-CIO (Compensation Unit 19)**

You requested a legal sufficiency review of the **Compensation Collective Bargaining Agreement between the Government of the District of Columbia and Doctors' Council of the District of Columbia NUHHCE, AFSCME, AFL-CIO (Compensation Unit 19)** (CBA). The CBA represents the agreement reached by the parties regarding compensation matters. The CBA is effective through September 30, 2016.

The CBA has been reviewed and found to be legally sufficient. Therefore, it is recommended that the CBA should be approved by the Mayor. If there are any questions regarding this matter, please contact me at 202-724-7309.

Government of the District of Columbia
Office of the Chief Financial Officer

Jeff Dewitt
Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Jeff Dewitt** **Chief Financial Officer**
DATE:	**May 13, 2014**
SUBJECT:	**Fiscal Impact Statement – "Compensation Agreement between the District of Columbia and Compensation Unit 19 Emergency Approval Resolution of 2014"**
REFERENCE:	**Proposed Resolution as provided to the Office of Revenue Analysis on May 12, 2014**

Conclusion

Funds are sufficient in the proposed FY 2014 supplemental budget[1] and proposed FY 2015 through FY 2018 budget and financial plan[2] to implement the resolution.

Background

The resolution authorizes the compensation agreement with the Doctors' Council of the District of Columbia (Compensation Unit 19), which has member doctors in the Office of the Chief Medical Examiner and the Office of Disability Services. The agreement covers 6 full time equivalent positions, 5 of which are supported by local funds, and provides a 3 percent salary increase in FY 2013 (as of April 1, 2013), a 1.5 percent increase in FY 2014, and a 3 percent increase in both FY 2015 and FY 2016.

Additionally, employees are eligible for additional income allowance if the agency seeks certain skills or board certifications. The Union must be notified of any proposed additional income allowances including the reason and the amount. Administrative responsibility pay in the amount of $1,000 annually may be provided to Center Chiefs or those with comparable administrative responsibility. Employees will also receive 25 percent more for overtime pay (hours over 40 per week), 10 percent for nighttime work, 25 percent for Sundays, and premium pay for Holidays.

[1] Bill 20-751, "Fiscal Year 2014 Revised Budget Request Emergency Adjustment Act of 2014," introduced April 3, 2014.
[2] Bill 20-749, "Fiscal Year 2015 Budget Request Act of 2014," introduced April 3, 2014.

Employees are also entitled to on-call pay under certain conditions at the rate of 25-30 percent of their regular hourly rate.

Financial Plan Impact

Funds are sufficient in the proposed FY 2014 supplemental budget and proposed FY 2015 through FY 2018 budget and financial plan to implement the resolution.

Under the most recent contract, the annual salaries paid to 6 positions total approximately $976,000 per year. Approval of the resolution will increase salaries, benefits and bonuses by $72,321 in gross funds in FY 2014, and $543,014 in gross funds throughout the proposed plan period.[3] Additionally, the contract requirements for Metro Pass reimbursement will cost $1,800 per year, and continuing education requirements will cost $4,500 annually.

Projected incremental cost of implementing "Compensation Agreement between the District of Columbia and Compensation Unit 19 Emergency Approval Resolution of 2014" FY 2014 - FY 2018

	FY 2014[a]	FY 2015	FY 2016	FY 2017	FY 2018	FY 2014 – FY 2018
Incremental cost of the contract	$72,321	$90,252	$125,658	$126,915	$127,868	$543,014

[a] FY 2014 cost includes $16,444 in retroactive pay for FY 2013.

[3] Seventy-nine percent of the gross funds increases are local fund increases, totaling $57,495 in FY2014 and $431,696 during the FY 2015-FY 2018 budget and financial plan period.