



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 the Doctors' Council of the District of Columbia 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 medical officers employed by the District of Columbia 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 District of Columbia Department of Behavioral Health employees who are represented by the Doctors' Council of the District of Columbia.

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 the Doctors' Council of the District of Columbia 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.

(b) This resolution applies to bargaining unit physicians employed by the Department of Behavioral Health.

(c) The compensation agreement is attached to this Resolution.

Sec. 3. Fiscal Impact Statement.

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

5 Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its
6 adoption, to Doctors' Council of the District of Columbia and to the Mayor.

7 Sec. 5. This resolution shall take effect immediately.

8

COMPENSATION AGREEMENT

BETWEEN

THE GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF BEHAVIORAL HEALTH

AND

DOCTORS' COUNCIL OF THE DISTRICT OF COLUMBIA

NUHHCE, AFSCME, AFL-CIO

Effective Through September 30, 2016

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PREAMBLE

This Compensation Agreement is entered into between the Government of the District of Columbia Department of Behavioral Health (formerly Department of Mental Health) and the Doctors' Council of the District of Columbia, NUHHCE, AFSCME, AFL-CIO.

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.

ARTICLE II
ADDITIONAL INCOME ALLOWANCE

SECTION A:

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 the Department desires that an employee provide additional services based on skills gained through board certification(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.

SECTION B:

An additional income allowance may be provided for additional board certification(s) and training or experience only when it is determined by the Department that the employee's use of such certification(s) and training or experience will enhance the accomplishment of its mission.

SECTION C:

Consistent with §1143 of the DPM, upon approval of an additional income allowance by the Department Director, the Director or designee 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 §1143.19 of the DPM.

SECTION D:

Whenever the Department is contemplating offering an additional income allowance involving a bargaining unit position, it 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. In response to a request from the Union for a copy of a request submitted for authorization to pay an AIA to an employee and/or for a copy of an executed service agreement with an employee, the Department shall promptly provide the Union with the requested material.

ARTICLE III
ADMINISTRATIVE RESPONSIBILITY PAY

Employees will be eligible for Administrative Responsibility Pay as follows:

1. \$1,000.00 per year for full-time Center Chiefs or employees with comparable Administrative responsibility. These amounts will be prorated for part-time employees.

2. Numbers of positions, assignments to and removal of employees from positions eligible for pay under this Article is a Management decision and not subject to the grievance procedure.
3. Administrative Responsibility Pay shall be in addition to basic pay and shall not constitute an increase in basic pay nor shall it be construed to constitute any portion of basic pay for any purpose.
4. Administrative Responsibility Pay will be provided on a pay period basis.

ARTICLE IV
SPECIAL PAY

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

SECTION A:

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:
2. Evening and Night: Ten percent (10%) for regularly scheduled work performed between 6:00 p.m. and 6:00 a.m.
3. Sundays: Twenty-five percent (25%) for full-time employees for regularly scheduled hours worked on a Sunday.
4. Holidays: If required to work on a legal holiday falling within the regular work week, the employee will receive, in addition to straight-time pay for the holiday, premium pay at the scheduled hourly rate for regularly scheduled hours worked.

SECTION B:

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 V
OVERTIME/PAY FOR ADDITIONAL HOURS OF WORK

Employees shall be eligible to earn overtime pay as follows:

SECTION A:

Employees required to work in excess of their administrative work week or alternative work schedule, including call-backs, will receive compensation for additional hours, as provided in this Article, under the following conditions:

1. Additional hours of work must be authorized or approved by the Employer, who shall certify in writing that the extra work time (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.
2. Pay for more than twenty (20) hours of overtime/additional hours of work in a pay period must be authorized or approved by the Director or his/her designee.

SECTION B:

1. Effective the third full pay period after Council approval of the Compensation agreement, hours of work authorized in excess of forty (40) hours in a pay status in a work week (or eighty [80] hours for employees on an alternative work schedule based on an eighty [80] hour pay period) shall be overtime work for which an employee shall receive overtime pay or compensatory time unless the employee has used unscheduled leave during the forty (40) hours work week (or eighty [80] hour alternative work schedule). Scheduled leave is leave requested and approved prior to the close of the preceding shift. Except as may be agreed as a result of reopened negotiations for FY 2010, the overtime pay shall be at the employee's hourly rate of basic pay plus 25% (*i.e.*, 1.25 of hourly basic pay).

SECTION C:

Call-Back Pay - A minimum of four (4) hours overtime work shall be credited to any employee who is called back to perform unscheduled overtime work either on a regular workday after he/she has completed his/her regular work schedule and left his/her place of employment, or on a day 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. Compensatory time shall be forfeited if not used by the end of the leave year following the leave year in which it was earned.

ARTICLE VI
ON-CALL PAY

SECTION A:

The Department 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 Department deems warranted by the nature of the position, provided. Where an employee, however, has notified the Department 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 Department.

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 Department 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 Department.

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 (1/4) of an hour for each fifteen (15) minutes and portion thereof in excess of fifteen (15) minutes. [This Section shall be effective the second full pay period of FY 2008.]

SECTION D:

1. An employee on a regularly established on-call schedule shall be compensated at a rate of thirty percent (30%) 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 Department deems warranted by the nature of the position. Where an employee, however, has notified the Department 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 Department. [This paragraph shall be effective the second full pay period of FY 2008.]
2. The on-call schedules applicable to child psychiatrist bargaining unit members assigned to on-call at the time of these negotiations are examples of "regularly established on-call schedules" referred to in this paragraph.
3. Prior to the Department initiating a regularly established on-call schedule affecting any other bargaining unit position(s), the Department 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 agreement of the employee and the Department, time off may be substituted for part or all of the compensation under this Article.

ARTICLE VII
GAIN SHARING

SECTION A:

The Parties agree to create a joint committee of an equal number of Department and Union representatives to study, develop and if mutually agreed, establish a gain sharing program, including pay incentives for employees, geared toward increasing reimbursements for billable services while maintaining quality clinical practices.

SECTION B:

The committee will meet within 60 days after Council approval of this Agreement to begin its work and shall, with 180 days of its first meeting, issue a report on its progress.

ARTICLE VIII
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. Benefits shall be provided as set forth in Chapter 87 of Title 5 of the United States Code to all employees who, prior to October 1, 1987, were employed by St. Elizabeths Hospital, U.S. Department of Health and Human Services and pursuant to Public Law 98-621, as of October 1, 1987 became employed by the District of Columbia Department of Human Services.
2. The current life insurance benefits for employees hired on or after October 1, 1987 (except as provided in paragraph 1(b) with regard to St. Elizabeths transferees) 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	Provide \$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), employees covered by this agreement and hired after September 30, 1987, except as provided in paragraph 2 with regard to St. Elizabeth's transferees 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 (planes) 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), employees covered by this agreement and hired before October 1, 1987, and employees who, prior to October 1, 1987, were employed by St. Elizabeth's Hospital, U.S. Department of Health and Human Services and pursuant to Public Law 98-621, as of October 1, 1987 became employed by the District of Columbia Department of Human Services 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 Official 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 - Disability Insurance Program

1. Short-Term Disability 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.

2. Long-Term Disability Program

Employees covered by this Agreement shall be eligible to enroll, at their own expense, in the District's Long-Term Disability (LTD) Insurance Program. Long-term disability insurance provides income replacement under the terms of the plan that may be used in conjunction with other available leave.

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 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 earn annual leave as follows:
 - a. Those with fewer than three (3) years of service earn one (1) hour for each 20 hours in pay status;
 - b. Those with three (3) but fewer than fifteen (15) years of service earn one (1) hour for each thirteen (13) hours in a pay status;
 - c. Those with fifteen (15) or more years of service earn one hour of annual leave for each ten (10) hours in a pay status.
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 - 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 H - 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, and employees who, prior to October 1, 1987, were employed by St. Elizabeths Hospital, U.S. Department of Health and Human Services and pursuant to Public Law 98-621, as of October 1, 1987 became employed by the District of Columbia Department of Human Services 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;
 - d. Age 62 and 5 years of service.

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.

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

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.

2. DEFINED CONTRIBUTION PENSION PLAN:

- a. All eligible employees hired by the District on or after October 1, 1987, except as provided in paragraph 1 with regard to St. Elizabeths transferees, 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.
- d. In the event the defined contribution pension plan is amended for employees of Compensation Units 1 and 2, the same changes, on the same effective dates, shall apply to employees in this compensation unit. The Employer shall give written notice to the Union of the changes prior to their implementation.

3. DEFERRED COMPENSATION PROGRAM:

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

1. As prescribed by §1-612.02 of the D.C. Official Code (2001 ed.), the following nonnegotiable 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 [Presidents' Day], 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 J - Flexible Spending Accounts

Employees may participate in the Flexible Spending Account plans established by the District pursuant to the Internal Revenue Code. These plans provide a pre-tax benefit to an employee who chooses to participate in these plans by agreeing to reduce his or her salary by an annual amount up to the dollar amounts permitted under the Internal Revenue Code. Under the plans, participants may recover, for example, certain dependent care costs (Dependent Care Flexible Spending Account) and certain unreimbursed health care costs (Medical Expense Flexible Spending Account).

SECTION K - Participation in Comp. Units 1 and 2 Labor-Management Benefits Committee

The Doctors' Council of the District of Columbia 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 and 2 Labor Management Benefits Committee, if such materials impact the benefits of bargaining unit members.

SECTION L - Changes to Benefits

1. In the event the Employer proposes improvements in any of the benefits in Sections A-I 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).
2. Any future legislation, ordinance or order, which improves the benefits which employees covered by this Agreement now receive, shall automatically be applied to such employees.

ARTICLE IX REIMBURSEMENT FOR TRANSPORTATION EXPENSES

SECTION A:

The Department will reimburse bargaining unit members for expenses incurred as a result of official DMH travel. All work-related travel by an employee must be approved in advance by the employee's supervisor. Consideration of the mode of transportation to be used will be made jointly, when possible, by the employee and supervisor and in the following order, taking into account both the cost and the efficiency for timely arrival at the destination:

1. Government vehicle;
2. Metrorail/Metrobus;
3. Private vehicle; and, lastly,
4. Taxi.

SECTION B:

Except if inconsistent with this Article, requests for reimbursement must be made in accordance with DMH policy. All appropriate expenses, including mileage (at the applicable Federal rate if a private vehicle is utilized) and parking, will be reimbursed within a reasonable period of time after submission of a completed travel expense voucher and presentation of necessary receipts. Parking expenses, excluding fines for illegal parking, will be reimbursed provided the supervisor has approved the reimbursement in advance. Mileage reimbursement will be made only for miles actually driven. In no instance, however, will the Department reimburse for travel incurred from an employee's home to or through their regular work site or vice versa.

ARTICLE X
CONTINUING MEDICAL EDUCATION

Effective for expenses incurred during the 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 XI METRO PASSES

Effective October 1, 2014, the District of Columbia Government shall subsidize the costs 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 XII
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 XIII
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 took effect in Fiscal Years 2008 and remains in effect.

ARTICLE XIV
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 XV
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:

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 XVI
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 accordance with §1-617.17 of the D.C. Official Code (2001 Edition).

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.

On this _____ day of _____, 2014 and in witness to this Agreement, the parties hereto set their signatures.

ON BEHALF OF THE DISTRICT OF
COLUMBIA GOVERNMENT
DEPARTMENT OF BEHAVIORIAL
HEALTH

ON BEHALF OF THE DOCTORS
COUNCIL OF THE DISTRICT OF
COLUMBIA

Dean Aqui, Acting Director
Office of Labor Relations
And Collective Bargaining

Wendy L. Kahn, Esq.
Chief Negotiator

Jean-Joel Villier, President
Doctors' Council of DC

Palladino

J. Volkov

Barnard

Dubester

APPROVAL

This collective bargaining agreement between Doctors' Council of the District of Columbia and the District of Columbia Department of Behavioral Health, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this _____ day of _____, 2014.

Vincent Gray
Mayor

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 19, 2014

SUBJECT: Legal Sufficiency Review of the Compensation Collective Bargaining Agreement Between the District of Columbia Department of Behavioral Health and Doctors' Council of the District of Columbia NUHHCE, AFSCME, AFL-CIO

You requested a legal sufficiency review of the **Compensation Collective Bargaining Agreement between the District of Columbia Department of Behavioral Health and Doctors' Council of the District of Columbia NUHHCE, AFSCME, AFL-CIO** (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 15, 2014

SUBJECT: Fiscal Impact Statement – “Compensation Agreement between the District of Columbia Department of Behavioral Health and Doctors’ Council of the District of Columbia 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 budget¹ and proposed FY 2015 through FY 2018 budget and financial plan² to implement the resolution.

Background

The resolution authorizes the compensation agreement between the District of Columbia Department of Behavioral Health and the Doctors’ Council of the District of Columbia NUHHCE, AFSCME, AFL-CIO. The agreement covers 57 full time equivalent positions, 50 of which are supported by local funds, and provides a 3 per cent salary increase in FY 2013 (as of April 1, 2013), a 1.5 percent increase in FY 2014 (with an additional 2.5 percent increase for Steps 2 through 8 of Level 5 pay schedules), increases of 3 percent at the start of FY 2015 and FY 2016, plus an additional \$1,000 for level 3 employees in 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

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.

The Honorable Phil Mendelson

FIS: "Compensation Agreement between the District of Columbia Department of Behavioral Health and Doctors' Council of the District of Columbia Emergency Approval Resolution of 2014," Proposed Resolution provided to the Office of Revenue Analysis on May 12, 2014.

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. Employees are also entitled to on-call pay under certain conditions at the rate of 25 to 40 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 current contract, the annual salaries paid to 57 positions total approximately \$8.9 million. Approval of the resolution will increase salaries, benefits, and bonuses by \$819,529 gross funds in FY 2014, and \$5.8 million gross funds throughout the proposed plan period.³ Additionally, the contract requirements for Metro Pass reimbursement will cost \$17,100 per year, and continuing education requirements will cost \$42,750 annually.

Projected incremental cost of implementing "Compensation Agreement between the District of Columbia Department of Behavioral Health and Doctors' Council of the District of Columbia Emergency Approval Resolution of 2014"
FY 2014 - FY 2018

	FY 2014^a	FY 2015	FY 2016	FY 2017	FY 2018	FY 2014 - FY 2018
<i>Incremental cost of the contract</i>	\$819,529	\$987,078	\$1,313,367	\$1,324,948	\$1,333,732	\$5,778,665

TABLE NOTE:

^a FY 2014 cost includes \$149,236 in retroactive pay for FY 2013.

³ Eighty-eight percent of the gross funds increases are local fund increases, totaling \$723,714 in FY 2014 (including \$131,000 of FY 2013 retroactive) and \$5,103,048 during the FY 2014- FY 2018 period.