



2017 SEP 18 AM 9:00
OFFICE OF THE
SECRETARY

MURIEL BOWSER
MAYOR

September 18, 2017

The Honorable Phil Mendelson, Chairman
Council of the District of Columbia
1350 Pennsylvania Avenue, N.W., Room 504
Washington, DC 20004

Dear Chairman Mendelson:

I am pleased to submit to the Council the "Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017." The negotiated Agreement governs both working conditions and compensation for the Interns and Residents employed at the Department of Behavioral Health and is effective until September 30, 2019.

Part I of the agreement governing working conditions, which includes for instance articles pertaining to Safety and Health, Training, and Grievance and Arbitration Procedures, is forwarded to the Council for its information, in compliance with D.C. Official Code § 1-617.15(b).

Part II of the agreement governing compensation, which includes articles covering wages, monthly transit subsidy, and health benefits, is submitted to the Council for review and approval, in compliance with D.C. Official Code § 1-617.17.

Please contact Lionel C. Sims Jr., Esq., Director, Office of Labor Relations and Collective Bargaining at (202) 724-4953, or me should you have questions concerning this transmittal.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Muriel C. Bowser".

Muriel C. Bowser

Enclosure



Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated compensation collective bargaining agreement submitted by the Mayor for District of Columbia Government Department of Behavioral Health employees who are represented by the Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU).

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this resolution may be cited as the “Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017.”

Sec. 2. (a) Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code 1-617.17 (j) (2014), the Council of the District of Columbia approves the compensation agreement, between the bargaining unit Committee of Interns and Residents employees employed by the Department of Behavioral Health, which was transmitted by the Mayor to the Council on June 29, 2017.

Sec. 3. Fiscal Impact Statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code 1§ 301.47a).

Sec. 4. The Secretary of the Council shall transmit a copy of this resolution, upon its adoption, to the Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) and to the Mayor.

Sec. 5. This resolution shall take effect immediately.

**ARTICLE I
PAY**

SECTION A — PAY INCREASES

Fiscal Year 2017

Effective the first day of the first full pay period beginning on or after October 1, 2016, the FY 2016 salary schedules of employees employed by the Government of the District of Columbia Department of Behavioral Health and represented by the Committee of Interns and Residents/Service Employees International Union, CTW, CLC, as certified by PERB shall be adjusted by 3%.

Fiscal Year 2018

Effective the first full pay period on or after October 1, 2017, bargaining unit employees actively on the payroll shall receive the following:

PGY I, PGY II, PGY III, PGY IV, and PGY V shall receive a 2% increase in base pay.

Fiscal Year 2019

Effective the first full pay period on or after October 1, 2018, bargaining unit employees actively on the payroll shall receive the following:

PGY I, PGY II, PGY III, PGY IV, and PGY V shall receive a 2% increase in base pay.

SECTION B — ON-CALL ALLOWANCE

1. PGY I and II shall receive an annual on-call allowance of \$1000. PGY III, PGY IV, and Dental Residents will receive an on-call allowance of \$500 on or after the first full pay period of each fiscal year.
2. During evening and/or overnight on-call, management will provide House Staff Officers assigned to St. Elizabeth's campus or CPEP with access to a refrigerator, microwave, and access to vending machines if available. House staff Officers assigned for evening, weekend and/or overnight call at St. Elizabeth's will have meals, water and juices provided to them from the kitchen in the on-call room.

SECTION C — CREDIT FOR PRIOR EXPERIENCE

Bargaining unit employees shall be provided credit for prior accredited experience when determining their appropriate pay level. The credit shall be equivalent to the pay level of a PGY II. No bargaining unit employee shall be placed at a level higher than a PGY VI level.

SECTION D — CHIEF RESIDENT DIFFERENTIAL (CRD)

1. Bargaining unit employees appointed to act as Chief Resident shall be compensated at a pay level one step higher than their regularly scheduled base rate of pay.
2. The Chief Resident differential shall be pro-rated for employees serving as Chief Resident for less than a full year.
3. The differential 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. The Chief Resident differential shall be provided on a pay period basis.
5. The number of Chief Residents, assignments to the position of Chief Resident, and removal of employees from the position of Chief Resident is a Program Director's decision and shall not be subject to the negotiated grievance procedure or any other administrative mechanism, except that the removal of a Chief Resident may be appealed up to the appropriate Associate Director.

SECTION E — SELECTION OF CHIEF RESIDENTS

The Department of Psychiatry intends to select Chief Residents on or before May 15 of each year. The Program director of the Department shall solicit resident preferences for Chief Resident two weeks prior to the date of selection.

SECTION F — EDUCATION AND TRAINING ALLOWANCE

Provided all criteria listed in Part 2, Article VII, Section 5(B) are met, the Employer will reimburse employees for costs expended for education and training, up to a maximum of \$300 per residency program year. If the employee presents materials at a professional conference, the employee may be reimbursed up to a maximum of \$1,850 per residency program year. No more than six (6) presenters will be eligible for reimbursement in any given resident program year. When grant funding is available, the Employer may exceed the limit of six (6) presenters and reimburse more than six (6) presenters for reimbursement up to a maximum of \$1,850 per residency program year. The funding and reimbursements through grant funding will be based on availability and Program Director discretion. In addition, employees shall receive \$500 per residency program year for books and educational materials.

ARTICLE II TRAVEL AND PARKING

The Employer shall reimburse each bargaining unit employee approved for travel and parking consistent with DMH policy. The rate shall be the approved Federal Government rate.

**ARTICLE III
UNIFORMS**

The Employer shall provide adequate scrubs and fluid resistant lab jackets to the House Staff.

**ARTICLE IV
LEAVE TIME ACCRUAL**

Employees shall accrue and be eligible to utilize annual and sick leave in accordance with applicable DMH personnel rules and regulations. Reimbursement or credit for unused leave shall be in accordance with applicable DMH rules and regulations.

**ARTICLE V
DURATION OF AGREEMENT**

This Agreement shall be effective as of October 1, 2016 and shall remain in full force and effect until September 30, 2019. All Fiscal terms and conditions contained in this contract shall become effective as of October 1, 2016, unless otherwise stated in individual Contract articles. It shall be automatically renewed from year to year thereafter unless either party serves a written demand to bargain upon the other party during the period 120 days to 90 days prior to the first day of the fiscal year, for purposes of negotiating a compensation agreement for the subsequent fiscal year. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

District of Columbia Government Salary Schedule: COMMITTEE OF INTERNS AND RESIDENTS UNION TABLE



DEPARTMENT OF BEHAVIORAL HEALTH

Fiscal Year: 2017 *Occupational Group(s): Committee Of Interns and Residents*

Effective Date: October 2, 2016

Union/Nonunion: Union

Service Codes:
CBU Code: SEJ
Job Series: 0602, 0680
Dental Residents
Medical Officer Psychs
Medical Officer Psych Residents

Pay Plan Schedule:
Peoplesoft Salary Plan: DS
Schedule ID: 0035

% Increase: 3.0%

Resolution Number:

Date of Resolution:

	<i>FY2017</i>
PG I	\$52,168
PG II	\$56,522
PG III	\$58,934
PG IV	\$62,685
PG V	\$67,724

District of Columbia Government Salary Schedule: COMMITTEE OF INTERNS AND RESIDENTS UNION TABLE



DEPARTMENT OF BEHAVIORAL HEALTH

Fiscal Year: 2018 **Occupational Group(s):** *Committee Of Interns and Residents*

Effective Date: October 1, 2017

Union/Nonunion: Union

Service Codes:
CBU Code: SEJ
Job Series: 0602, 0680
Dental Residents
Medical Officer Psychs
Medical Officer Psych Residents

Pay Plan Schedule:
Peoplesoft Salary Plan: DS
Schedule ID: 0035

% Increase: 2.0%

Resolution Number:

Date of Resolution:

FY2018

PG I	\$53,211
PG II	\$57,652
PG III	\$60,113
PG IV	\$63,939
PG V	\$69,078

District of Columbia Government Salary Schedule: COMMITTEE OF INTERNS AND RESIDENTS UNION TABLE



DEPARTMENT OF BEHAVIORAL HEALTH

Fiscal Year: 2019 **Occupational Group(s):** *Committee Of Interns and Residents*

Effective Date: October 14, 2018

Union/Nonunion: Union **Service Codes:**
CBU Code: SEJ
Job Series: 0602, 0680

Pay Plan Schedule:
Peoplesoft Salary Plan: DS **Dental Residents**
Schedule ID: 0035 **Medical Officer Psychs**
Medical Officer Psych Residents

% Increase: 2.0%

Resolution Number:

Date of Resolution:

	FY2019
PG I	\$54,275
PG II	\$58,805
PG III	\$61,315
PG IV	\$65,218
PG V	\$70,460

**COMPENSATION
COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN
DISTRICT OF COLUMBIA GOVERNMENT
DEPARTMENT OF BEHAVIORAL HEALTH**

AND

**COMMITTEE OF INTERNS AND RESIDENTS/
SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC
(CIR/SEIU)**

**EFFECTIVE
October 1, 2016 through September 30, 2019**

**ARTICLE I
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SECTION A — PAY INCREASES

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IN WITNESS WHEREOF, the undersigned duly authorized parties have affixed their signatures this 31st day of March, 2017.

FOR THE DISTRICT OF COLUMBIA

FOR THE UNION



Lionel Sims, Director

Office of Labor Relations

And Collective Bargaining



Eric Scherzer, Executive Director

Committee of Interns and Residents



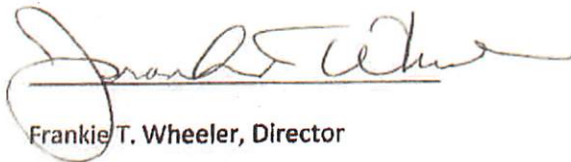
Tanya A. Royster, M.D., Director

Department of Behavioral Health

Cristina M. Secorea

CIR Bargaining Committee Member


CRISTINA SECOREA, MD



Frankie T. Wheeler, Director

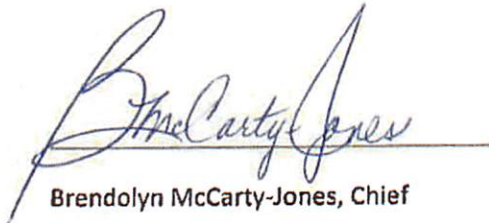
Department of Behavioral Health

Human Resources



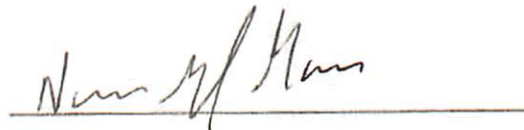
CIR Bargaining Committee Member

Lauren M. Pengrin D.O.



Brendolyn McCarty-Jones, Chief

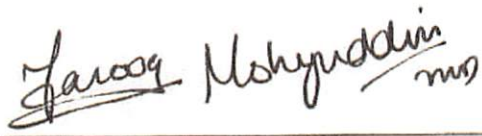
Labor and Employee Relations



CIR Bargaining Committee Member

NAVMOON S MANN

Department of Behavioral Health



Handwritten signature of Farooq Mohyuddin in blue ink, with the initials 'ms' written below the name.

Farooq Mohyuddin, M.D., Director

Interns and Residents Program

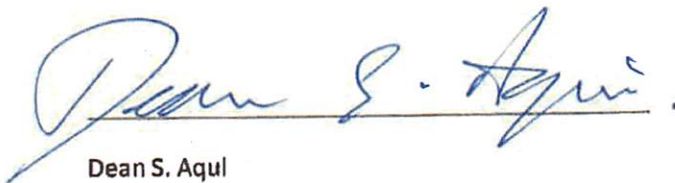
Department of Behavioral Health



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Debra Allen-Williams, Human Resources

Department of Behavioral Health



Handwritten signature of Dean S. Aqul in blue ink.

Dean S. Aqul

Supervisory Attorney Advisor

Office of Labor Relations and Collective Bargaining

APPROVAL

This collective bargaining agreement between the District of Columbia Department of Mental Health and Committee of Interns and Residents/SEIU, dated _____, 2017 has been reviewed in accordance with the Section 1-617.17 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this ____ day of _____, 2017.

Muriel Bowser
Mayor


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 31, 2017

SUBJECT: Fiscal Impact Statement – Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017

REFERENCE: Proposed Resolution sent to the Office of Revenue Analysis on May 19, 2017

Conclusion

Funds are sufficient in the fiscal year 2017 budget and the fiscal year 2018 through fiscal year 2021 proposed budget and financial plan to implement the resolution.

Background

The resolution approves the compensation agreement between the Department of Behavioral Health (DBH) and employees represented by the Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU). The agreement covers approximately 39 full time equivalent positions, all of which are supported by local funds, and provides a three per cent salary increase in fiscal year 2017, a 2 percent increase in fiscal year 2018, and a 2 percent increase in fiscal year 2019.

The agreement also increases from \$250 to \$300 the amount an employee can be reimbursed each year for education and training expenses, and increases from \$1,000 to \$1,850 the amount an employee can be reimbursed for presenting materials at a professional conference.¹

¹ No more than six employees a year can be reimbursed for presenting at conferences, except when grant funding is available.

The Honorable Phil Mendelson

FIS: "Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017," Proposed Resolution sent to the Office of Revenue Analysis on May 19, 2017.

Financial Plan Impact

Funds are sufficient in the fiscal year 2017 budget and the fiscal year 2018 through fiscal year 2021 proposed budget and financial plan to implement the resolution. The agreement will increase the salaries, benefits, and education and training expenses of affected employees by about \$80,000 in fiscal year 2017 and \$764,000 over five years. The costs will be paid for with money from the Workforce Investment Fund.

Most of these costs will come from increases in salaries and benefits. Under the current agreement, the annual salaries paid to the 39 employees total about \$2.17 million per year. The new agreement will increase salaries and benefits by about \$73,000 in fiscal year 2017 and \$729,000 over five years.

The cost of the more generous education and training benefit will be around \$7,000 per year.

Projected incremental cost of implementing the Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017, FY 2017 - FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Five-Year Total
Salary and benefits increases	\$72,921	\$122,993	\$174,067	\$177,548	\$181,099	\$728,629
Education and training increases	\$7,050	\$7,050	\$7,050	\$7,050	\$7,050	\$35,250
Total incremental cost	\$79,971	\$130,043	\$181,117	\$184,598	\$188,149	\$763,879

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General


ATTORNEY GENERAL
KARL A. RACINE



Personnel, Labor and Employment
Division

MEMORANDUM

TO: Lionel Sims, Director
Office of Labor Relations and Collective Bargaining

FROM: Frank Mc Dougald 
Assistant Attorney General

DATE: August 23, 2017

SUBJECT: Legal Sufficiency Review of the Compensation Collective Bargaining Agreement Between the District of Columbia Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU)

You have requested a legal sufficiency review of the **Compensation Collective Bargaining Agreement Between the District of Columbia Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) (CBA)**. The CBA represents the agreement reached by the parties regarding compensation issues. The CBA is effective October 1, 2016 through September 30, 2019.

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 ATTORNEY GENERAL



KARL A. RACINE
ATTORNEY GENERAL

LEGAL COUNSEL DIVISION

MEMORANDUM


TO: Lolita S. Alston
Director
Office of Legislative Support

FROM: Janet M. Robins
Deputy Attorney General
Legal Counsel Division

DATE: August 28, 2017

SUBJECT: Legal Sufficiency Review of Resolution, the "Compensation Agreement between the District of Columbia Government Department of Behavioral Health and Committee of Interns and Residents/Service Employees International Union, CTW, CLC (CIR/SEIU) Resolution of 2017."
(AE-17-363)

This is to Certify that this Office has reviewed the above-referenced legislation and has found it to be legally sufficient. If you have questions regarding this certification, please do not hesitate to contact me at 724-5524.


Janet M. Robins