



MURIEL BOWSER
MAYOR

July 11, 2022

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

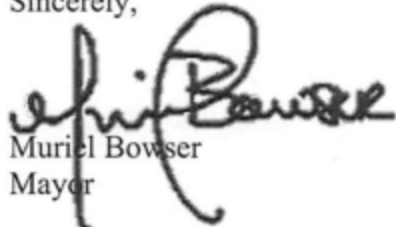
Dear Chairman Mendelson:


I am pleased to submit, for your introduction and approval by the Council of the District of Columbia the "Compensation Agreement between the District of Columbia Government and District of Columbia Nurses Association Approval Resolution of 2022". The resolution will approve the negotiated compensation collective bargaining agreement between the District of Columbia government and the nurses employed at the Department of Behavioral Health represented by the District of Columbia Nurses Association.

The agreement provides for employees in the District of Columbia Nurses Association, to receive a wage increase of 3.5 percent in each of fiscal years 2021 and 2022, a wage increase of 2.5% in fiscal year 2023, and a wage increase of 3.0% in fiscal year 2024. The agreement also provides that the District will pay a bonus for employees on the payroll as of October 1, 2021, of \$500 for employees staying through September 30, 2022; \$1000 for employees staying through September 30, 2023; and \$1500 for employees staying through September 30, 2024.

I appreciate your attention to this important legislation that directly benefits many of our valued District of Columbia employees. Please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953, should you have questions concerning this transmittal.

Sincerely,


Muriel Bowser
Mayor


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 for nurses employed by the Department of Behavioral Health who are represented by the District of Columbia Nurses Association.

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 and District of Columbia Nurses Association Approval Resolution of 2022".

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. Code 1-617.17(j)), the Council approves the compensation collective bargaining agreement between the Department of Behavioral Health and the District of Columbia Nurses Association, which was transmitted to the Council by the Mayor on _____, 2022.

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) (2016 Repl.).

33 Sec. 4. Transmittal.

34 The Council shall transmit a copy of this resolution, upon its adoption, to the District of

35 Columbia Nurses Association and the Mayor.

36 Sec. 5. Effective date.

37 This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL



ATTORNEY GENERAL
KARL A. RACINE

Legal Counsel Division

MEMORANDUM

TO: Bryan Hum
Director
Office of Policy and Legislative Affairs

FROM: Brian K. Flowers
Deputy Attorney General
Legal Counsel Division

DATE: June 10, 2022

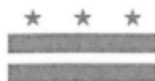
SUBJECT: Legal Sufficiency Review of the “Compensation Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the District of Columbia Nurses Association Approval Resolution of 2022”
(AD-22-393)

This is to Certify that this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at 724-5524.

Brian K. Flowers

Brian K. Flowers


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



Fitzroy Lee
Chief Financial Officer

MEMORANDUM

TO: The Honorable Phil Mendelson
Chairman, Council of the District of Columbia

FROM: Fitzroy Lee
Chief Financial Officer 

DATE: June 21, 2022

SUBJECT: Fiscal Impact Statement – Compensation Agreement between the
District of Columbia Government and District of Columbia Nurses
Association Approval Resolution of 2022

REFERENCE: Draft resolution as provided to the Office of Revenue Analysis on June
13, 2022

Conclusion

Funds are sufficient in the fiscal year 2022 budget and approved fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill.

The resolution will approve salary payments that will cost the Department of Behavioral Health (DBH) approximately \$2.8 million in fiscal year 2022, \$1.7 million in fiscal year 2023, and a total of \$13.2 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately \$2.4 million in fiscal year 2022, \$1.5 million in fiscal year 2023, and a total of \$11.6 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Background

The resolution approves a compensation agreement between DBH and the District of Columbia Nurses Association. The agreement covers approximately 235 DBH positions¹ with an average base salary of \$102,000. It is in effect from October 1, 2020 through September 30, 2024. The agreement

¹ Approximately 16 are vacant.

The Honorable Phil Mendelson

FIS: "Compensation Agreement between the District of Columbia Government and District of Columbia Nurses Association Approval Resolution of 2022," Draft Resolution as provided to the Office of Revenue Analysis on June 13, 2022

provides the following pay increases and bonus payments, including retroactive increases for employees still on the payroll as of the date of the resolution's approval:

- In FY 2021, an increase in the salary schedule of 3.5%;
- In FY 2022, a bonus payment of 3.5%; and
- In FY 2023, an increase in the salary schedule of 2.5%.
- In FY 2024, an increase in the salary schedule of 3.0%

Employees actively on the payroll as of October 1, 2021, shall be eligible for the following bonus payments, to be paid by March of the following year:

- \$500 for employees staying through September 30, 2022;
- \$1000 for employees staying through September 30, 2023; and
- \$1500 for employees staying through September 30, 2024

All other compensation terms are unchanged from the prior agreement.

Financial Plan Impact

Funds are sufficient in the fiscal year 2022 budget and approved fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill.

The resolution will approve salary payments that will cost the Department of Behavioral Health (DBH) approximately \$2.8 million in fiscal year 2022, \$1.7 million in fiscal year 2023, and a total of \$13.2 million from fiscal year 2022 through fiscal year 2026. The total cost of the negotiated collective bargaining provisions that must be paid with local funds is approximately \$2.4 million in fiscal year 2022, \$1.5 million in fiscal year 2023, and a total of \$11.6 million from fiscal year 2022 through fiscal year 2026. Funding is available in the Workforce Investments Fund to cover these costs. The non-local portion of the cost will be covered by federal funds, private funds, special purpose revenue funds, or absorbed by the agencies.

Cost of the FY 2021 - FY 2024 Compensation Agreement between DBH and DCNA (Dollars in thousands)						
	FY 2022^(a)	FY 2023	FY 2024	FY 2025^(b)	FY 2026^(b)	Five-Year Total
Total Cost of Pay Increase and FY22 Bonus ^(c)	\$2,665	\$1,527	\$2,326	\$2,805	\$3,293	\$12,616
Retention Bonuses ^(d)	<u>\$109</u>	<u>\$219</u>	<u>\$329</u>	<u>\$0</u>	<u>\$0</u>	<u>\$657</u>
Total Gross Funds Cost	\$2,774	\$1,746	\$2,654	\$2,805	\$3,293	\$13,273
Total Local Cost^(e)	\$2,435	\$1,532	\$2,329	\$2,462	\$2,890	\$11,648
Less: Funding Available in Financial Plan ^(f)	<u>(\$0)</u>	<u>(\$342)</u>	<u>(\$690)</u>	<u>(\$1,044)</u>	<u>(\$1,404)</u>	<u>(\$3,480)</u>
Cost to be Covered by Workforce Investments	\$2,435	\$1,190	\$1,639	\$1,418	\$1,486	\$8,168

The Honorable Phil Mendelson

FIS: "Compensation Agreement between the District of Columbia Government and District of Columbia Nurses Association Approval Resolution of 2022," Draft Resolution as provided to the Office of Revenue Analysis on June 13, 2022

**Cost of the FY 2021 - FY 2024 Compensation Agreement between
DBH and DCNA
(Dollars in thousands)**

Table Notes:

- a) Includes retroactive amounts due for FY 2021.
- b) Assumes salaries increase by 1.75%
- c) Includes fringe rate of 12.65%
- d) Assumes 100% retention
- e) Approximately 88% of affected FTEs are funded with local funding.
- f) Increases of 1.75% built into the financial plan costs for the agency are used toward the cost of the agreement.

Compensation Agreement

Between

**District of Columbia
Department of Behavioral Health**

and

District of Columbia Nurses Association

**EFFECTIVE
OCTOBER 1, 2020 THROUGH
SEPTEMBER 30, 2024**

TABLE OF CONTENTS

	PREAMBLE	3
ARTICLE 1:	RECOGNITION	3
ARTICLE 2:	WAGES	4
ARTICLE 3:	NIGHT DIFFERENTIAL	6
ARTICLE 4:	OVERTIME REST PERIODS	6
ARTICLE 5:	OUT OF TITLE WORK.....	6
ARTICLE 6:	EDUCATION	7
ARTICLE 7:	ANNUAL LEAVE/COMPENSATORY TIME BUYOUT	7
ARTICLE 8:	SICK LEAVE INCENTIVE PROGRAM	7
ARTICLE 9:	OVERTIME.....	8
ARTICLE 10:	CALL-BACK/ON CALL	9
ARTICLE 11:	PREMIUM PAY FOR WEEKEND WORK	10
ARTICLE 12:	BENEFITS	11
ARTICLE 13:	CERTIFICATION	16
ARTICLE 14:	BACK PAY	17
ARTICLE 15:	ADMINISTRATIVE CLOSINGS.....	17
ARTICLE 16:	OFFICIAL TRAVEL.....	17
ARTICLE 17:	PRINTING COSTS	18
ARTICLE 18:	SAVINGS CLAUSE.....	18
ARTICLE 19:	EMPLOYEE EDUCATIONAL LOAN REPAYMENT REIMBURSEMENT PROGRAM.....	18
ARTICLE 20	RECRUITMENT AND RETENTION PROGRAMS	19
ARTICLE 21:	EMPLOYEE METRO CARD INCENTIVE.....	19
ARTICLE 22:	NEW HIRES	19
ARTICLE 23:	PREMIUM PAY	20
ARTICLE 24:	DURATION.....	20

PREAMBLE

SECTION A:

This Agreement is entered into between the District of Columbia, Department of Behavioral Health, hereinafter referred to as the Employer, Management or Department, and the District of Columbia Nurses Association, hereinafter referred to as the Union or DCNA.

SECTION B:

1. This preamble is intended to provide the background and purpose of the collective bargaining agreement. Alleged violations of the Preamble per se will not be cited as contract violations.

2. The Employer and the Union recognize the need to provide efficient nursing service to the public and to maintain and increase the quality of the nursing service. Further, both parties agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith, and both parties agree that this Agreement expresses the result of their negotiations and each party affirms without reservation the contents of this Agreement. Therefore, to ensure the stability of the Agreement, no new provisions shall be proposed during its term unless provided for elsewhere in the Agreement or such proposals are entertained by mutual agreement of the parties.

SECTION C:

1. The Employer and the Union agree that in all instances in the Agreement (except as stated) in which the feminine form of the third person is used, such pronoun shall refer to both male and female employees.

2. Now therefore, in consideration of mutual covenants and promises herewith contained, the Employer and the Union do hereby agree as follows.

ARTICLE 1: RECOGNITION

All registered nurses employed by the Department of Behavioral Health, excluding executives, confidential employees, supervisors, employees engaged in a purely clerical capacity and employees engaged in administering the provisions of Title XVII of the District of Columbia Comprehensive Merit Personnel Act of 1978.¹

¹ The parties recognize that the D.C. Public Employees Relations Board ordered that "Wages as Earned (WAE) registered nurses are not currently part of the existing bargaining unit certified by the Board." *DCNA and Department of Mental Health and Government of the District of Columbia*, PERB Case Nos. 04-UM-03, 05-U-17, 06-RC-02, 08-CU-02, Slip Op. No. 1013, at 23 (August 11, 2011).

ARTICLE 2: WAGES

SECTION A: FISCAL YEAR 2021

Effective the first full pay period beginning on or after October 1, 2020, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three and one-half percent (3.5%) increase.

SECTION B: FISCAL YEAR 2022

In lieu of a wage-increase for FY 2022, employees will receive a three and one-half percent (3.5%) bonus payment. Bargaining unit employees actively on the payroll as of October 1, 2021 and still actively on payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a one-time payment that is equivalent of 3.5% of an employee's annual base salary for the first full pay period on or after October 1, 2021.

The payment will be made no later than ninety (90) days after the implementation of the wage increases for FY 2021.

SECTION C: FISCAL YEAR 2023

Effective the first full pay period beginning on or after October 1, 2022, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a two and one-half percent (2.5%) increase.

SECTION D: FISCAL YEAR 2024

Effective the first full pay period beginning on or after October 1, 2023, bargaining unit employees actively on the payroll as of the date of approval of this Compensation Agreement by D.C. Council, shall receive a three percent (3.0%) increase.

SECTION E: EMPLOYEE AFFORDABLE HOUSING ASSISTANCE

1. The Parties agree to include DCNA and DBH in the existing city-wide Joint Labor-Management Affordable Housing Taskforce to facilitate the purchase and/or rental of homes in the District of Columbia by employees in bargaining units covered by this agreement. Pursuant to the DPM, Part 1, Chapter 3, Section 301, the District provides a preference for District residents in employment. In order to encourage employees to live and work in the District, the Joint Labor-Management Affordable Housing Task Force will strive to inform employees of the programs currently available for home ownership in the District of Columbia. Additionally, the Task Force shall work with other government agencies including the Department of Housing and Community Development and the District's Housing Finance Agency to further affordable housing opportunities for District employees who have worked for the District government for at least one year.

2. During fiscal year 2018, the District shall make available, as needed, the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2017, of bargaining unit employees at DBH toward affordable housing initiatives;

3. During fiscal year 2019, the District shall make available, as needed, the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2015, of bargaining unit employees at DBH toward affordable housing initiatives.

4. During Fiscal Year 2020, the District shall make available, as needed, the equivalent of a minimum of .25% of the aggregate salaries effective December 31, 2016, of bargaining unit employees at DBH toward affordable housing initiatives.

5. Any funds set aside in Fiscal Years 2018-2020 shall be available for expenditures in that fiscal year covered by this Agreement. All funds set aside for housing incentives shall be expended or obligated prior to the expiration of this Agreement.

SECTION F: ADDITIONAL DEGREES

1. Any bargaining unit nurse who attains a Bachelors of Science in Nursing or Masters of Science in Nursing degree that enhances his or her capacity to perform nursing functions will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of the base salary. The obligation to supply proof of qualification will rest with the employee.

2. Any bargaining unit nurse who attains a degree in a health related field, which is determined by the Employer to be directly related to performance of assigned duties, and that enhances his or her capacity to perform nursing functions will receive a Quality Step Increase (a single basic pay adjustment of one step within the occupied grade). Any nurse who is at the top basic rate of pay for the grade at the time of becoming eligible shall receive a one-time cash lump sum payment equal to 3.5% of the base salary. The obligation to supply proof of qualification rests with the employee.

SECTION G: STEP MOVEMENT

1. All employees shall be eligible for step increases based on the following schedule, provided the employee's last performance rating was at least at the "Valued Performer" or a comparable level.

Employees at Steps 1-4 – One (1) year at the current step.

Employees at Steps 5-9 – Two (2) years at the current step.

2. Once an employee reaches Step 5, there will be a two-year waiting period before moving to Step 6.

3. All government service shall be credited toward the waiting period for step increases.

SECTION H: RETENTION BONUSES

1. \$500 bonus - for all active employees at DBH on payroll since October 1, 2021 and provided that they remain employed with DBH through the end of FY 2022 on September 30, 2022. This bonus will be paid by March 31, 2023, the end of the second quarter in FY 2023;
2. \$1,000 bonus - for all active employees at DBH on payroll since October 1, 2021 and provided that they remain employed with DBH through the end of FY 2023 on September 30, 2023. This bonus will be paid by March 31, 2024, the end of the second quarter in FY 2024; and
3. \$1500 bonus - for all active employees at DBH on payroll since October 1, 2021 and provided that they remain employed with DBH through the end of FY 2024 on September 30, 2024. This bonus will be paid by March 31, 2025, the end of the second quarter in FY 2025.

ARTICLE 3: NIGHT DIFFERENTIAL

SECTION A:

A differential of ten percent (10%) will be paid to bargaining unit employees for the entire night shift except when a Sunday differential applies, provided that the employee performs regularly scheduled night work between 6:00 p.m. and 6:00 a.m.

SECTION B:

All part-time employees working evening or night shift or employees assigned temporarily to perform night work, as referenced above, shall receive the appropriate differential. Night differential shall not be considered basic pay for any purpose except for computing overtime under the Fair Labor Standards Act.

ARTICLE 4: OVERTIME REST PERIODS

Any bargaining unit employee who is required to work three (3) hours or more beyond his/her regularly scheduled tour of duty shall be entitled to a thirty (30) minute paid rest period, to be taken at such time as patient care or work needs permit. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

ARTICLE 5: OUT OF TITLE WORK

If a nurse is assigned a position normally filled by an employee of a higher grade for longer than thirty (30) consecutive days, he/she shall receive the rate of pay for the higher graded position

for the balance of his/her service in that job. A temporary promotion in excess of 120 days shall be subject to the competitive promotion procedures.

ARTICLE 6: EDUCATION

SECTION A:

The District shall provide a minimum of \$750.00 per bargaining unit employee for annual training/educational opportunities, in accordance with the terms of the applicable working conditions agreement covering the bargaining unit employee or District-wide regulations (if not addressed in the applicable working conditions agreement). Requests for training shall be submitted a minimum of 30 days in advance of the training/course and must be approved by the employee's supervisor prior to attendance. Attendance at such training/course must occur in the fiscal year in which the payment for training is made or reimbursement is required.

SECTION B:

Tuition reimbursement and administrative leave shall be provided in accordance with the applicable regulations.

SECTION C:

Employees will be eligible for up to seven (7) days of administrative leave to attend professional meetings, workshops, seminars, etc. related to the performance of nursing duties or job responsibilities as long as staffing needs permits. Requests for administrative leave shall be submitted as far in advance as possible to permit appropriate staffing adjustments, if necessary. This section does not preclude the grant of additional administrative leave, when circumstances warrant.

ARTICLE 7: ANNUAL LEAVE/COMPENSATORY TIME BUYOUT

SECTION A:

An employee who is separated or is otherwise entitled to a lump-sum payment under the District personnel regulations for the District of Columbia Government shall receive such payment for each hour of unused annual leave or compensatory time in the employee's official leave record.

SECTION B:

The lump-sum payment shall be computed on the basis of the employee's rate at the time of separation in accordance with such personnel regulations.

ARTICLE 8: SICK LEAVE INCENTIVE PROGRAM

SECTION A:

In order to recognize an employee's productivity through his/her responsible use of accrued sick leave, the Employer agrees to provide time-off in accordance with the following:

1. Employees must be employed at DBH for a full calendar year before they are eligible for the sick leave incentive program.

2. A full time employee who is in a pay status for the leave year shall accrue annually:

a. Three (3) days off for utilizing a total of no more than two (2) days of accrued sick leave.

b. Two (2) days off for utilizing a total of no more than two (2), but not more than four (4) days of accrued sick leave.

c. One (1) day off for utilizing a total of more than four (4), but no more than five (5) days of accrued sick leave.

3. 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 and 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.

4. Time off pursuant to a sick leave incentive award shall be selected by the employee and requested at least three (3) full workdays in advance of the leave date. Requests for time off pursuant to an incentive award shall be given priority consideration and the employee's supervisor shall approve such requests for time off unless staffing needs or workload considerations dictate otherwise. If the request is denied, the employee shall request and be granted a different day off within one month of the date the employee initially requested. Requests for time off shall be made on the standard Application for Leave form.

5. 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.

6. Part-time employees are not eligible for sick leave incentive as provided in this Article.

SECTION B: PERSONAL LEAVE

Employees may use up to three days of annual leave in any year, in increments of one day for personal reasons. Except in cases of emergency, such leave is to be scheduled at least one day in advance.

ARTICLE 9: OVERTIME

SECTION A:

Hours of work authorized in excess of eight hours in a pay status in a day or forty hours in a pay status in a work week shall be overtime work for which an employee shall receive either overtime pay or compensatory time unless the employee has used unscheduled leave during the eight hours shift or the forty hours work week. The unscheduled leave rule will not apply when an employee has worked a sixteen hour shift (back to back) and takes unscheduled leave for an eight hour period following the back to back shift or where an employee has indicated his or her preference not to work overtime and the Employer has no other option but to order the employee to work overtime. Overtime work shall be approved prior to its performance, except in cases of emergency. Scheduled leave is leave requested and approved prior to the close of the preceding shift.

SECTION B:

Overtime work, as described in section A, above, shall be compensated at one and one-half (1.5) times the employee's regularly scheduled hourly rate. The employee, at his/her option, may elect to receive compensatory time at the rate of one and one-half (1.5) hours for each hour of work for which overtime is payable.

SECTION C:

Should an employee work in excess of his or her tour of duty and is not authorized to work overtime, nor does an emergency exist, the employee shall be compensated for the additional time worked at the employee's regularly scheduled hourly rate, or, at the employee's option, as compensatory time on an hour for hour basis.

ARTICLE 10: CALL-BACK/ON CALL

SECTION A:

A minimum of four hours of work shall be credited to any employee who is called back to perform unscheduled work either on a regular workday after he/she has completed the regular work schedule and has left his/her place of employment, or when not scheduled and informed in advance, on one of the days when he/she is off duty. Only time spent actually performing work, shall count as "hours worked" and be credited toward overtime compensation under the provisions of this Agreement and the requirements of the Fair Labor Standards Act (FLSA). In addition, employees shall be paid the night shift differential for all overtime hours actually worked between 6:00 p.m. and 6:00 a.m.

SECTION B:

1. An employee may be required to be on call prior to or after having completed his/her regular tour of duty. The employer shall specify the hours during which the employee is on call; and shall compensate the employee at a rate of twenty-five percent (25%) of his /her basic rate of pay for each hour the employee is on call.

2. For the purpose of this Agreement, time spent in an on-call status for which an employee will be considered on duty and time spent on standby duty shall be considered hours of work, and therefore eligible for compensation, if:

a. The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

b. The employee, although not restricted to the agency's premises:

(1) is restricted to his or her living quarters or designated post of duty;

(2) has his or her activities substantially limited; and

(3) is required to remain in a state of readiness to perform work.

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

SECTION C:

An employee will not be considered off duty and time spent shall not be considered off work if:

1. The employee is requested to leave a telephone number or to carry an electronic device for the purpose of being contacted, or if the employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person approved by management; and

2. The restrictions in Section B.2a and B.2b.(1), (2) and (3) do not apply.

ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK

SECTION A:

The District shall pay premium pay at the rate of twenty-five (25 %) of the employee's basic rate of pay for each hour the employee performs work on Sundays. All part-time employees working Sundays shall also receive premium pay for weekend work at the rate set forth above.

SECTION B:

The District shall pay premium pay at the rate of seven dollars (\$7.00) of the employee's basic rate of pay for each hour the employee performs work on Saturdays. All part-time employees working Saturdays shall also receive premium pay for weekend work at the rate set forth above.

ARTICLE 12: 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 (2016 Repl.) and Chapter 87 of Title 5 of the United States Code.

(a) District Code §1-622.03 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 Code §1-622.01 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. Code §1-621.02, 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 DCNA 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 DC DCNA representatives notice of the proposed additions.

(c) The employee contribution for total premium cost of the employee's selected plan is established by the D.C. Official Code.

2. Pursuant to D.C. Code §1-621.01, 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 the 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 advance request.

SECTION C: OPTICAL AND DENTAL

1. The District shall provide Optical and Dental Plan coverage at 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, the Union and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in the Optical and Dental program.

2. 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 DCNA Representatives notice of the proposed additions.

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. Code §1-612.03, 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 Personnel Manual (DPM).

SECTION F: SICK LEAVE

1. In accordance with the D.C. Official Code §1-612.03 (2016 Repl.) a full-time employee covered by the terms of this agreement may accumulate up to thirteen (13) sick days per annum.

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 work week 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 a reserve member of the armed forces or as a member of the National Guard to the extent provided in the D.C. Official Code §1-612.03(m) (2016 Repl.).

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(1) (2016 Repl.).

3. Funeral Leave:

(a) An employee is entitled to 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 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 (2017 Supp.), and related in-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 the D. C. Official Code §1-612.03(n).

4. Mental Health Day:

An employee may use up to two (2) 8 hour days (16 hours) of their accrued sick leave annually for mental health days. Employees are not required to reveal the nature of the request for the Mental Health day. Employees must request the use of sick leave thru the employer's leave request policy.

The following parameters shall apply to requests:

(a) Mental health days cannot be taken consecutively or in connection with scheduled annual, sick leave, or compensatory time.

(b) Mental health days cannot be taken during restricted periods (e.g., holidays, summer hours, ...).

(c) Mental health days do not carry over to the next calendar year.

- (d) Mental health days cannot be taken if the employee is on leave restriction.
- (e) Mental Health days cannot be taken if leave for that date had already been denied.

SECTION H: PRE-TAX BENEFITS

1. Employee contributions to benefits programs established pursuant to the D.C. Official Code §1-611.19, 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. **DEFINED CONTRIBUTION PENSION PLAN:** All eligible employees hired by the District on or after October 1, 1987, are enrolled into the defined contribution pension plan. As prescribed by D.C. Code §1-626.09(c), 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.

5. DEFERRED COMPENSATION PROGRAM: As prescribed by §1-626.05 and related Chapters of the D.C. Official Code, 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 the D.C. Official Code §1-612.02 the following non-negotiable 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) Inauguration Day, January 17, 2017;
- (d) President's Day, the 3rd Monday in February of each year;
- (e) Emancipation Day, April 16 of each year;
- (f) Memorial Day, the last Monday in May of each year;
- (g) Independence Day, July 4th of each year;
- (h) Labor Day, the 1st Monday in September of each year;
- (i) Columbus Day, the 2nd Monday in October of each year;
- (j) Veterans Day, November 11th of each year;
- (k) Thanksgiving Day, the 4th Thursday in November of each year;
and
- (l) Christmas Day, December 25th of each year.

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.

3. Any changes by the Council to holidays observed by the District of Columbia will automatically require the parties to amend this article.

ARTICLE 13: CERTIFICATION

1. Any bargaining unit employee who receives a nationally recognized certification (e.g. from American Nurses Association) that enhances his or her capacity to perform nursing functions shall receive a \$500 lump sum payment, provided that the nurse's last performance rating was "Valued Performer" or above.

2. If the District voluntarily negotiates an increase in the certification bonus to any District of Columbia DCNA represented bargaining unit employee which exceeds that granted to the bargaining unit employees covered by this Agreement, the bargaining unit employees covered by this Agreement shall be granted the same improvement.

ARTICLE 14: BACK PAY

To the extent the authority to pay the award is delegated to the Employer, arbitration awards or settlement agreements shall be processed for payment within sixty (60) days of receipt from the employee or the Union of relevant documentation, including documentation of interim earnings and other potential offsets and in accordance with D.C. Official Code §28-3302 (b).

ARTICLE 15: ADMINISTRATIVE CLOSINGS

SECTION A:

1. Emergency employees required to work when all other District Government employees are released for administrative closings, shall be compensated in addition to their regular pay, one hour for each hour worked during administrative closing.

2. Emergency employees required to work when all other District Government employees are released for administrative closings shall earn compensatory time on an hour for hour basis.

3. Emergency employees are entitled to administrative closing pay or administrative closing leave, but not both, for hours actually worked. A determination as to whether the employee receives compensatory time in lieu of compensation may be made by mutual agreement between the employee and his/her supervisor.

SECTION B:

Each Department shall identify emergency positions. Each emergency employee shall be notified in writing of the emergency status of his/her position.

ARTICLE 16: OFFICIAL TRAVEL

1. The Employer agrees to reimburse each employee authorized to use his/her personal car for official business at the rate established by the District of Columbia.

2. The Employer agrees further to reimburse employees for use of public transportation for official business.

3. When the employee submits a mileage reimbursement voucher on a monthly basis, it will be the responsibility of the employer to forward all mileage vouchers to the appropriate section of DBH Finance within six (6) weeks.

ARTICLE 17: PRINTING COSTS

The Union and Employer shall each be responsible for the cost of printing their own copies of this Agreement.

ARTICLE 18: SAVINGS CLAUSE

SECTION A:

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

SECTION B:

The terms of this contract supersede any subsequently enacted D.C. law, District Personnel Manual (DPM) regulation, or departmental rule concerning compensation covered herein.

ARTICLE 19: EMPLOYEE EDUCATIONAL LOAN REPAYMENT REIMBURSEMENT PROGRAM

SECTION A:

Consistent with the application criteria, bargaining unit employees may apply to the District of Columbia Health Professional Loan Repayment Program. The Program will repay the cost of education necessary to obtain a health professional degree. The Program will pay toward the outstanding principal, interest, and related expense of federal, state or local government loans and commercial loans obtained by the employee for school tuition and required fees incurred by the employee and reasonable educational expenses.

SECTION B:

Under the guidelines of this program, bargaining unit employees may be eligible for up to \$66,000 over four years of service. Specifically, for each year of participation, the Program will repay loan amounts according to the following schedule:

1. First year of service, 18% of the total debt, up to \$11,800
2. Second year of service, 26% of the total debt, up to \$17,200

3. Third year of service, 28% of the total debt, up to \$18,500
4. Fourth year of service, 28% of the total debt, up to \$18,500

ARTICLE 20: RECRUITMENT AND RETENTION PROGRAMS

The parties agree to meet and confer in a DCNA/DBH Labor Management Relations Committee over recruitment and retention issues. In the event that the parties do not reach agreement over the issues within 120 days of the effective date of the approval of this Agreement by the District of Columbia Council, the parties shall negotiate over recruitment and retention proposals, including but not limited to a signing bonus provided to all new hires and an employee recruitment referral payment program.

ARTICLE 21: EMPLOYEE METRO CARD INCENTIVE

The District of Columbia Government shall subsidize the cost of monthly transit passes for personnel use by employees by not less than fifty (\$50) per month for employees who purchase and use such passes to commute to and from work. The metro transit benefit will roll over from month to month for employees who access the benefit. Any benefit not accessed by the end of the calendar year will revert back to the District of Columbia Government.

ARTICLE 22: NEW HIRES

SECTION A:

Effective October 1, 2017, the Employer shall place new bargaining unit hires as follows:

1. Grade 5 – Bachelor of Science in Nursing with less than one year experience, or an Associate Degree with at least one year nursing experience.
2. Grade 7 – Bachelor of Science in Nursing with one year nursing experience, or an Associate Degree and at least two years nursing experience.
3. Grade 9 – Bachelor of Science in Nursing with two years nursing experience, or an Associate Degree and Three years nursing experience. The nursing experience must include one year of psychiatric experience.

SECTION B:

Registered nurses hired as a Grade 5, shall be eligible for promotion to Grade 7 upon completion of 1 year of service at Grade 5 and satisfactory demonstration of the ability to perform the duties of Grade 7. Registered Nurses in Grade 7 shall be eligible for promotion to Grade 9 upon completion of 1 year of service at Grade 7 and satisfactory demonstration of the ability to perform the duties of Grade 9. Promotion to Grades 11 and 12 require competitive promotion. For purposes of this article, satisfactory

demonstration means that the employee received a highly effective or higher on their most recent annual performance evaluation.

SECTION C:

Newly hired Registered Nurses shall be placed at a Step in the Appropriate Grade (DS-05, DS-07, or DS-09) in accordance with the following years of experience in Nursing. Newly hired Registered Nurses with Mental Health/Psychiatric experience will be placed one step higher:

YEARS OF EXPERIENCE	STEP PLACEMENT
0 - <1	Step 1
1 - <3	Step 2
3 - <5	Step 3
5 - <7	Step 4
7 - <9	Step 5
9 - <12	Step 6
12 - <15	Step 7
15 - <18	Step 8
18 - <21	Step 9
21+	Step 10

ARTICLE 23: PREMIUM PAY

SECTION A: CHARGE NURSE

Grade 7 and 9 nurses who serve as charge nurse will be paid \$2.00 in addition to their base hourly rate per hour while serving as charge nurse.

SECTION B: NO PYRAMIDING

There shall be no duplication or pyramiding in the computation or payment of overtime with any other forms of premium pay or wage supplement. Where more than one type of premium pay or wage supplement applies to hours worked, the highest type of premium pay or wage supplement will be applied to the hours worked but no other type of premium pay will be applied.

ARTICLE 24: DURATION

SECTION A:

This Agreement shall be in full force and effect from the date this Agreement is signed by the parties, and shall remain in effect to and through September 30, 2024.

SECTION B:

Upon a mutually agreeable date, after notice of renegotiation is given and all legal procedures have been followed, the parties will simultaneously exchange proposed changes in this contract.

Signed and executed this ____ day of _____, 2022.

FOR THE DISTRICT OF COLUMBIA
GOVERNMENT

FOR THE DISTRICT OF COLUMBIA
NURSES ASSOCIATION

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Collective Bargaining

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Laverne Platter, RN
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Darryl Stewart, AGPCNP-BC
Shop Steward

Juliana Akpama, DNP
Shop Steward

Jorge Negron, RN
Shop Steward

APPROVAL

The compensation collective bargaining agreement between the District of Columbia Government and the District of Columbia Nurses Association, dated _____, 2022 has been reviewed in accordance with Section 1-617.17 of the District of Columbia Comprehensive Merit Personnel Act of 1978, D. C. Official Code (2016 Repl.) and is hereby approved on this ____ day of _____, 2022.

Muriel Bowser
Mayor