

APPENDIX A

Memorandum of Understanding


Between
Compensation Units 1 & 2
and
The District of Columbia
Concerning Classification and Compensation Collaborative Review

"The Parties hereby agree that in order to support the objective of rewarding a high performance workforce, a training program for all bargaining committee members shall be developed by a joint labor-management committee. The Committee will be composed of sixteen members, eight appointed by labor and eight appointed by management, and the Chief and Co-Chief negotiators of Compensation Units 1 & 2. This training program shall enhance the understanding of compensation and classification concepts and explore the appropriateness and application of high performance rewards to the District's workforce.

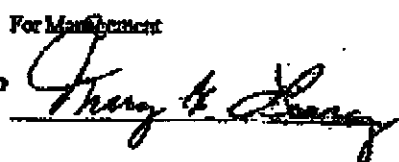
Furthermore, the Parties hereby agree that the District and the Unions shall commence a joint labor-management classification and compensation collaborative review of District jobs. This project shall examine the current classification and compensation systems in order to ensure that job classifications fairly represent actual work performed by District employees as well as the appropriateness of the District's current classification and compensation systems.

In order to support the training, classification and compensation joint labor-management initiatives, it is understood that the District shall retain the services of The Segal Company to assume the role of the lead consultant with these projects."

For Labor


David J. Schlein

For Management


Henry H. Hargis

January 30, 2001

APPENDIX B

MEMORANDUM OF AGREEMENT BETWEEN THE DISTRICT OF COLUMBIA AND COMPENSATION UNITS 1 AND 2 CLASSIFICATION AND COMPENSATION REFORM TASK FORCE INITIATIVES

Pursuant to the terms of the "Memorandum of Understanding Between Compensation - Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review," which was incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units I and 2, FY 2001-FY 2003 ("Compensation Agreement"), the District of Columbia Government and the Unions in Compensation Units I and 2, established the Joint Labor-Management Classification and Compensation Reform Task Force (Joint Task Force). In addition, under the terms of the Compensation Agreement, the District Government agreed to set aside certain funding in fiscal years 2002 and 2003, which would be used by the Joint Task Force to implement initiatives designed to reform the District's compensation and classification systems.

The Compensation Agreement provides that in FY 2003 the District shall invest the equivalent of a minimum of one percent (1 %) increase in the aggregate salaries of Compensation Units 1 and 2 ("1 % Set-aside") toward classification and compensation reform. The District expended a portion of the 1 % Set-aside to implement the first significant change to the compensation system in the District by changing the pay progression of Compensation Units 1 and 2 employees, or how employees move between steps within a grade. The Joint Task Force has also agreed to begin the first classification reform project by reviewing the position classifications in each of the 9 occupational pay groups and where appropriate reclassify positions and adjust the grades and rates of pay for the reclassified positions.

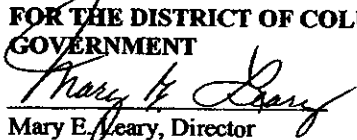
The Joint Task Force classification review will begin in August 2003, with a review of positions in the clerical/administrative occupational group and specific classification series and/or positions, which the Joint Task Force has determined, requires immediate review. The Joint Task Force has agreed that the District shall expend the unencumbered FY 2003 1% Set-aside fund balance under the terms of the Compensation Agreement, to fund increases in salaries or make other pay adjustments for employees in Compensation Units 1 and 2 who occupy positions the grade and/or the rate of pay of which is changed because of reclassification, re-grading, rate adjustment or changes in the District's classification and/or compensation policy as part of the classification reform project initiated by the Joint Task Force in FY 2003.

The Joint Task Force has agreed to apply any rate adjustment retroactively to a date in FY 2003. The retroactive date of implementation will be determined based on the number of employees affected and the unexpended balance of the 1% set-aside. That is pay adjustments will be made in affected employees' pay retroactive to the date permitted by the fund balance. Payment to employees should be made by March 31, 2004.


Further, the contracting parties agree that amounts hereafter designated through collective bargaining for classification and compensation collaborative review under the terms of the FY 2004 to FY2006 Compensation Units 1 and 2 Agreement, shall be accorded similar treatment for purposes of implementation. Specifically, any funds set aside in the Fiscal Years 2004, 2005 or 2006 shall be available for expenditure in that fiscal year or any other fiscal year covered by the Compensation Unit 1 and 2 agreement. Provided however, that all funds set aside for compensation and classification reform shall be expended or obligated prior to the expiration of the Compensation Units 1 and 2 Agreement for FY2004 – FY2006.

AGREED, this 26th day of August, 2003.

**FOR THE DISTRICT OF COLUMBIA
GOVERNMENT**


Mary E. Yeary, Director
Office of Labor Relations
and Collective Bargaining

FOR COMPENSATION UNITS 1 & 2


Geo. T. Johnson, Chief Negotiator
Compensation Units 1 and 2

Union Proposal
2/1/06

Memorandum of Understanding
Between
Compensation Units 1 and 2 and the District of Columbia

The "Memorandum of Understanding between Compensation Units 1 and 2 and the District of Columbia Concerning Classification and Compensation Collaborative Review" was initially incorporated as part of the Compensation Agreement between the District of Columbia Government and Compensation Units 1 and 2 covering fiscal years 2001 through 2003.

Pursuant to the terms of this MOU, the joint Labor Management Classification and Compensation Reform Task Force (LMCCRTF) shall:

1. Effective March 1, 2006, this joint labor management committee established pursuant to the terms of the Compensation Units 1 and 2 collective bargaining agreements (the LMCCRTF) shall be administered under the District's Office of Labor Relations and Collective Bargaining (OLRCB);
2. The LMCCRTF shall have eight (8) voting representatives from labor including representatives from each national labor union comprising Compensation Units 1 and 2 and the District's OLRCB shall appoint an equal number of management representatives;
3. Outside consultants and other subject matter experts are not members of the LMCCRTF and shall not have voting rights in the LMCCRTF. However, such persons may be invited to attend said meetings only when they are presenting information relevant to the task;
4. The funds from the LMCCRTF for fiscal years FY 2004 through FY 2006 shall be used to implement the new pay schedules the last pay period of September 2006, which are attached as Appendices A(1) through A(8) to management's proposals for base wage increases for the contract beginning October 1, 2006.

mel
2/1/06
G.T.S.
2/1/06



OFFICE OF THE
SECRETARY

2015 SEP 16 AM 10:17

MURIEL BOWSER
MAYOR

SEP 16 2015

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

Dear Chairman Mendelson:

Enclosed for Council consideration, is the "Compensation Collective Bargaining Agreement between the Government of the District of Columbia (Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, Department of Health Care Finance, Child and Family Services Agency and the Office of the Chief Medical Examiner) Compensation Unit 13 and the District of Columbia Nurses Association Approval Resolution of 2015." The negotiated agreement establishes compensation during Fiscal Years 2015 through 2017 for nurses at certain District of Columbia Government Departments and Agencies who are represented by District of Columbia Nurses Association.

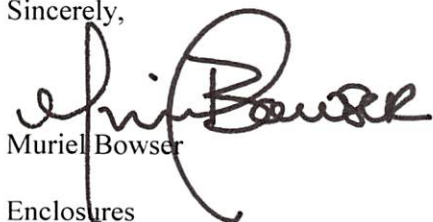
This Agreement provides the following compensation:

- (1) Three percent (3%) pay increase effective October 1, 2014;
- (2) Three percent (3%) pay increase effective October 1, 2015; and
- (3) Three percent (3%) pay increase effective in December 2016.

This was the only change to the prior agreement.


I appreciate your attention to this important legislation that directly benefits District of Columbia Government employees. Please contact me or Lionel Sims, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-5657, should you have questions concerning this legislation.

Sincerely,



Muriel Bowser

Enclosures


Chairman Phil Mendelson
At the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, the negotiated collective bargaining agreement submitted by the Mayor for employees in Compensation Unit 13 (Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, Department of Health Care Finance, Child and Family Services Agency, and the Office of the Chief Medical Examiner) who are represented by the District of Columbia Nurses Association, as set forth in the affected pay schedules.

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Collective Bargaining Agreement between the District of Columbia and Compensation Unit 13, District of Columbia Nurses Association Approval Resolution of 2015".

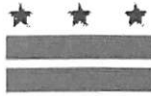
Sec. 2. (a) Pursuant to Section 1717(j) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code 1-617.17(j)(2001 Ed.), the Council of the District of Columbia approves the compensation collective bargaining agreement between the District of Columbia Department of Health, Department of Youth Rehabilitative Services, Department on Disability Services, Department of Health Care Finance, Child and Family Services Agency and the Office of the Chief Medical Examiner (Compensation Unit 13) and the District of Columbia Nurses Association.

1 Sec. 3. The Council adopts the fiscal impact statement of the Chief Financial Officer as
2 the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule
3 Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(3)).

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

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

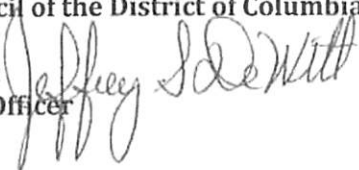
Government of the District of Columbia
Office of the Chief Financial Officer



Jeffrey S. DeWitt
Chief Financial Officer

MEMORANDUM

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

FROM: Jeffrey S. DeWitt
Chief Financial Officer 

DATE: June 15, 2015

SUBJECT: Fiscal Impact Statement - "Compensation Agreement between the District of Columbia and District of Columbia Nurses Association, Compensation Unit 13 Approval Resolution of 2015"

REFERENCE: Draft resolution given to the Office of Revenue Analysis on June 10, 2015

Conclusion

Funds are sufficient in the FY 2015 budget and the proposed FY 2016 through FY 2019 budget and financial plan to implement the collective bargaining agreement.

Background

The resolution approves a collective bargaining agreement between the Department of Mental Health and the District of Columbia Nurses Association. The agreement covers approximately 69 employees from October 1, 2014 to September 30, 2017, and offers a retroactive wage increase of 3 percent in FY 2015, a 3 percent wage increase in FY 2016, and a 3 percent increase in FY 2017. The agreement also includes a tuition loan reimbursement for bargaining unit employees who may be eligible for up to \$66,000 over four years of service.

Financial Plan Impact

Funds are sufficient in the FY 2015 budget and the proposed FY 2016 through FY 2019 budget and financial plan to implement the collective bargaining agreement.

The collective bargaining agreement will increase local fund expenditures by approximately \$216,000 in FY 2015 and \$2.7 million over the FY 2015 to FY 2019 financial plan period. FY 2015 costs will be paid from the Workforce Development Fund. It is important to note that the full increase in salaries would be higher, but the District is only responsible for approximately 63 percent of the salary expenditures; federal monies fund the remainder.

The Honorable Phil Mendelson

FIS "Compensation Agreement between the District of Columbia and District of Columbia Nurses Association, Compensation Unit 13 Approval Resolution of 2015", Draft resolution given to the Office of Revenue Analysis on June 10, 2015.

Cost of implementing "Compensation Agreement between the District of Columbia and the District of Columbia Nurses Association, Compensation Unit 13 Approval Resolution of 2015"						
	FY 2015	FY 2016	FY 2017	FY 2018 ^a	FY 2019 ^a	TOTAL
Salary increases	\$216,000 ^b	\$439,000	\$669,000	\$679,000	\$689,000	\$2,700,000

TABLE NOTES

^a The agreement ends in FY 2017, so no significant growth assumed in FY 18 and FY 19.

^b Gross Fund Costs. Local Fund costs are \$137,000 in FY 2015 and \$1.7 million in the proposed FY 2016 through FY 2019 budget and financial plan.

**COMPENSATION
COLLECTIVE BARGAINING AGREEMENT**

BETWEEN THE

GOVERNMENT OF THE DISTRICT OF COLUMBIA

**(DEPARTMENT OF HEALTH,
DEPARTMENT OF YOUTH REHABILITATION SERVICES,
DEPARTMENT ON DISABILITY SERVICES,
DEPARTMENT OF HEALTH CARE FINANCE,
CHILD AND FAMILY SERVICES AGENCY
AND
THE OFFICE OF THE CHIEF MEDICAL EXAMINER)**

(COMPENSATION UNIT 13)

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

EFFECTIVE OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2017

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PART II - COMPENSATION

ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2015

Effective the first day of the first full pay period beginning on or after October 1, 2014, 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 B: FISCAL YEAR 2016

Effective the first day of the first full pay period beginning on or after October 1, 2015, 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 C: FISCAL YEAR 2017

Effective the first day of the first full pay period beginning on or after October 1, 2016, 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 D: Step Movement

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 "Satisfactory" 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

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

SECTION E: Certification

Any bargaining unit employee who receives a nationally recognized certification (e.g., from ANA) shall receive a bonus in the amount of \$ 500.00.

SECTION F: Additional Degrees:

1. Any bargaining unit nurse who attains a BSN or MSN degree 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 salary. The obligation to supply proof of qualification will rest with the nurse.

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, will receive a Quality Step Increase (a single basic 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 salary. The obligation to supply proof of qualification will rest with the nurse.

SECTION G: New Hires

The Employer shall place new bargaining unit hires as follows at the appropriate grade:

Years of RN experience	Step
0 - <1	1
1 - <2	2
2 - <3	3
3 - <4	4
4 - <5	5
5 - <7	6
7 - <9	7
9 - <11	8
11 - <13	9
13+	10

ARTICLE 2: 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 shifts 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.

SECTION C:

An employee who performs regularly scheduled non-overtime work shall be entitled to pay at a rate equal to ten percent (10%) of his or her basic pay for that work, 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.

SECTION D:

An employee shall be entitled to a night differential for night work performed when he or she is assigned temporarily, except on an overtime basis, to a tour of duty other than his or her own.

ARTICLE 3: 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) minutes paid rest period, to be taken at such time as patient care or work needs permits. If no such time occurs during the overtime period, he/she shall receive an additional one-half hour of pay.

ARTICLE 4: 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 5: UNIFORM ALLOWANCE

The Uniform allowance of \$350.00 shall be paid annually to eligible employees required to wear uniforms in accordance with management-established practices. To the extent that lab coats are required by the Employer, they will be supplied by the Employer, and the uniform allowance does not apply.