MURIEL BOWSER
MAYOR

July 11, 2022

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 504
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 Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the 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 approximately 136 Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department 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 Compensation Collective Bargaining Agreement between 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, Department of Corrections and Fire and Emergency Medical Services Department (Compensation Unit 13) and the District of Columbia Nurses Association submitted by the Mayor for certain employees who comprise Compensation Unit 13.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as 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".

Sec. 2. 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)), the Council approves the compensation agreement for Compensation Unit 13 bargaining-unit employees employed by the District of Columbia Department of Health, Department of Youth Rehabilitation Services, Department on Disability

Services, the Child and Family Services Agency, the Department of Corrections and Fire and Emergency Medical Services Department, which was transmitted to the Council by the Mayor on _____, 2022.

Sec. 3. Transmittal.

The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, to Compensation Unit 13 and to the Mayor.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer 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. Official Code § 1-206.02(c)(3)).

Sec. 5. Effective date.

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 13, 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 Collective Bargaining Agreement between the District of Columbia Government (Compensation Unit 13) and the 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 fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the bill.

The resolution will approve salary payments that will cost District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 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 $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 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 seven District agencies and the District of Columbia Nurses Association (Compensation Unit 13). The agencies are Department of Health, Department of Youth Rehabilitation Services, Department of Disability Services, Department of Health Care Finance, Child and Family Service Agency, Department of Corrections, and the Department of Fire and Emergency Medical Services. The agreement covers approximately 136

positions[1] with an average base salary of $114,000. It is in effect from October 1, 2020 through September 30, 2024. The agreement 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 District agencies approximately $1.6 million in fiscal year 2022, $1.0 million in fiscal year 2023, and a total of $7.9 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 $861,000 in fiscal year 2022, $537,000 in fiscal year 2023, and a total of $4.1 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 the District and DCNA Comp Unit 13 (Dollars in thousands)

	FY 2022[a]	FY 2023	FY 2024	FY 2025[b]	FY 2026[b]	Five-Year Total
Total Cost of Pay Increases and FY22 Bonus[c]	*$1,586*	*$909*	*$1,384*	*$1,670*	*$1,961*	*$7,510*
Retention Bonuses[d]	*$58*	*$116*	*$174*	*$0*	*$0*	*$348*
Total Gross Funds Cost	*$1,644*	*$1,025*	*$1,558*	*$1,670*	*$1,961*	*$7,858*
Total Local Cost[e]	**$861**	**$537**	**$816**	**$875**	**$1,027**	**$4,116**
Less: Funding Available in Financial Plan[f]	($0)	($122)	($245)	($371)	($499)	($1,237)

[1] Approximately twenty positions are vacant.

Cost of the FY 2021 - FY 2024 Compensation Agreement between the District and DCNA Comp Unit 13 (Dollars in thousands)						
Cost to be Covered by Workforce Investments	$861	$415	$571	$504	$528	$2,879

Table Notes

a) Includes retroactive amounts due for FY 2021.

b) Assumes salaries increase by 1.75%

c) Includes fringe rate of 12.65% to account for fringe benefits that increase with higher pay.

d) Assumes 100% retention

e) approximately 52% 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
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
DEPARTMENT OF CORRECTIONS
AND
THE DEPARTMENT OF FIRE AND EMERGENCY MEDICAL SERVICES)**

(COMPENSATION UNIT 13)

AND

THE DISTRICT OF COLUMBIA NURSES ASSOCIATION

EFFECTIVE OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2024

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ARTICLE 1: WAGES

SECTION A: FISCAL YEAR 2021

Effective the first day of 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 day of 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: STEP MOVEMENT

1. All employees shall be eligible for step increases based on the following schedule, provided that 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 F: CERTIFICATION

Any bargaining unit employee who receives a nationally recognized certification (e.g., from the American Nurses Association) that enhances his or her capacity to perform nursing functions shall receive a bonus in the amount of $ 500.00.

SECTION G: 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 and that enhances his or her capacity to perform nursing functions 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 H: NEW HIRES

The Employer shall place newly-hired bargaining unit employees as follows at the appropriate step:

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

SECTION H: RETENTION BONUSES

1. $500 bonus - for all active employees employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency 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 employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency 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 employed with an agency under Compensation Unit 13 on payroll since October 1, 2021 and provided that they remain employed with this agency 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 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) minute 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.

ARTICLE 6: EDUCATION

SECTION A:

The District shall provide a minimum of $750.00 per bargaining unit employee for annual training/educational opportunities, and tuition reimbursement for health-related degree or certification, 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 or tuition reimbursement 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.

The availability for tuition reimbursement under this Article will not be applicable to Comp Unit 13 Agencies that have an agency wide tuition reimbursement program.

SECTION B:

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

SECTION C:

Employees will be eligible for no more than five (5) days 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.

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

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:

SECTION A:

A full-time employee who is in a pay status for the Leave Year shall accrue annually:

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

2. Two (2) days off for utilizing a total of more than two (2) but not more than four (4) days of accrued sick leave.

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

SECTION B:

Employees in a non-pay status for no more than two (2) pay periods for the Leave Year shall remain eligible for incentive days under this Article. Sick leave usage for maternity 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.

SECTION C:

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

SECTION D:

All incentive days must be used in full-day increments following the Leave Year in which they were earned. Incentive days may not be substituted for any other type of absence from duty. There shall be no carryover or payment for any unused incentive days.

SECTION E:

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

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. 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:
Overtime will not be paid for employees on a compressed schedule. A compressed schedule for a full-time employee is an 80-hour bi-weekly basic work requirement which is scheduled for less

than ten (10) workdays. A compressed schedule for a part-time employee is less than an 80-hour bi-weekly basic work requirement which is scheduled for less than ten (10) workdays.

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 (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.

3. 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 of 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.2.a and B.2.b.(1), (2) and (3) do not apply.

ARTICLE 11: PREMIUM PAY FOR WEEKEND WORK

The District shall pay premium pay at the rate of twenty-five percent (25%) of the employee's basic rate of pay for each hour the employee performs work on Saturday and Sunday. All part-time employees working Saturdays and Sundays 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 Official 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 Official 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. Official 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 Compensation Unit 13 and the insurance carrier(s). District employees are required to execute an enrollment form in order to participate in this program.

   (b) The District may elect to provide additional health care providers for employees employed after September 30, 1987, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should the District Government decide to expand the list of eligible providers, the District shall give Compensation Unit 13 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. Official 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 advanced request.

4. The Department shall provide an employee health services program that provide treatment, counseling and prevention health programs for the treatment of alcoholism, drug dependence and mental illness, consistent with its obligations under D.C. Official Code Section 1-620.07.

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 Compensation Unit 13 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. Official 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 workweek of the biweekly pay period shall earn sick leave at the rate of one (1) hour for each twenty (20) hours of duty. Credit may not exceed four (4) hours of sick leave for 80 hours of duty in any pay period. There is no credit of leave for fractional parts of a biweekly pay period either at the beginning or end of an employee's period of service.

SECTION G: OTHER FORMS OF LEAVE

1. Military Leave: An employee is entitled to leave, without loss of pay, leave, or credit for time of service as reserve members of the armed forces or as members of the National Guard to the extent provided in 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(l) (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.), married same-sex individuals, and related laws and parents thereof, children (including adopted and foster children and children of whom the employee is legal guardians and spouses thereof, parents, grandparents, grandchildren, brothers, sisters, and spouses thereof. For the purposes of certification of leave, employees shall provide a copy of the obituary or death notice, a note from clergy or funeral professional or a death certificate upon the Employer's request.

c. An employee is entitled to not more than three (3) days of leave, without loss of pay, leave, or service credit to make arrangements for or to attend the funeral or memorial service for a family member who died as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone to the extent provided in D.C. Official Code §1-612.03(n).

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.

   Under Voluntary Early Retirement, which must be authorized by the U.S. Office of Personnel Management, an employee may choose to retire when he/she reaches:

   (a) Age 50 and 20 years of service;

   (b) Any age and 25 years of service.

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

2. 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. Official 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 shall vest pursuant to the vesting schedule established by law.

3. 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 legal public holidays are provided to all employees covered by this agreement:

   (a) New Year's Day, January 1st of each year;
   (b) Dr. Martin Luther King, Jr.'s Birthday, the 3rd Monday in January of each year;
   (c) Washington's Birthday, the 3rd Monday in February of each year;
   (d) Memorial Day, the last Monday in May of each year;
   (e) Independence Day, July 4th of each year;
   (f) Labor Day, the 1st Monday in September of each year;
   (g) Columbus Day, the 2nd Monday in October of each year;
   (h) Veterans Day, November 11th of each year;
   (i) Thanksgiving Day, the 4th Thursday in November of each year;
   (j) Christmas Day, December 25th of each year; and
   (k) Emancipation Day.

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.

ARTICLE 13: ADMINISTRATIVE CLOSINGS

SECTION A:

1. Premium pay or leave due to an administrative closing will be paid and administered pursuant to the DPM, Section 1135.

2. Emergency employees or essential employees, as defined by the DPM, who are required to work when all other District Government employees are released for administrative closings by the Mayor, in lieu of compensation, shall earn administrative closing leave on an hour for hour basis for each hour worked during an administrative closing. A determination as to whether the employee receives administrative closing pay or administrative closing leave will be made by joint agreement between the employee and his/her supervisor.

SECTION B:

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

ARTICLE 14: BACK PAY

To the extent the authority to pay the award is delegated to the Agency, arbitration awards or settlement agreements shall be processed within 60 days of receipt from the employee or the Union of necessary and relevant documentation, including documentation of interim earnings or other potential offsets.

ARTICLE 15: TERM & TEMPORARY EMPLOYEES

The District recognizes that agencies and departments have extended many temporary and term employees' appointments to perform permanent services. To address the interests of current term and temporary employees whose appointments have been so extended over time and who perform permanent services, the parties agree to the following:

1. Joint Labor-Management committees shall be established in each agency/program to identify temporary and term employees whose term or temporary appointment extend through six months after the effective date of this Agreement.

2. Each committee shall review all temporary and term appointment to determine whether each is consistent with law. If an appointment is not consistent with law, the Employer and the Union shall meet to resolve the matter. Employees shall be converted to permanent appointments consistent with the D.C. Official Code.

3. The Employer shall convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid from appropriated funds, to the career service prior to the expiration of this Agreement.

4. Prior to the expiration of this Agreement and if not inconsistent with law, the Employer shall make every effort to convert bargaining unit temporary and term employees identified by the committees, who perform permanent services, are in a pay status as of six months after the effective date of this Agreement, and who are paid through intra-District or federal grant funds, to the career service.

5. District agencies retain the authority to make term and temporary appointments as appropriate for seasonal and temporary work needs.

ARTICLE 16: 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 17: 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 18: SAVINGS CLAUSE

SECTION A:

In the event any article, section or portion of this Agreement is held to be invalid and unenforceable by reason of any existing or subsequently enacted law or by decree of any court or other authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision; and upon issuance of such law or decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated article, section or portion thereof to the extent possible.

SECTION B:

The terms of this Agreement supersede any conflicting District Personnel Manual (DPM) regulations, or departmental rules concerning non-compensation or compensation matters covered herein for the term of this agreement.

ARTICLE 19: IMPROVED BENEFITS

SECTION A:

Any future legislation, ordinance or order which improves the benefits employees covered by this contract now receive shall not automatically be applied to such employees, but will be negotiated.

SECTION B:

If a similar action results in a reduction in benefits, the affected articles of the agreement shall be renegotiable at the option of DCNA.

ARTICLE 20: MILEAGE PAY WHEN FLOATING BETWEEN LOCATIONS

Any DCNA bargaining unit employee at DYRS who is floated between their assigned location to another location, that is, between New Beginnings Youth Services Center and the Youth Services Center, shall be entitled to receive compensation for mileage for the actual distance between the two locations.

Bargaining unit members who are reassigned to the new location are not entitled to this benefit.

Signed and executed this ____ day of _____, 2022.

FOR THE DISTRICT OF COLUMBIA GOVERNMENT

_____
E. Lindsey Maxwell II, Director
Office of Labor Relations and
Collective Bargaining

_____
Michael Kentoff, Interim Supervisory Attorney
Office of Labor Relations and
Collective Bargaining

_____
Robert L. Matthews, Director
Child and Family Services Agency

_____
Allison Fax, Labor Liaison
Child and Family Services Agency

_____
Thomas N. Faust, Director
Department of Corrections

_____
Paulette Johnson, Labor Liaison
Department of Corrections

_____
Andrew Reese, Director
Department on Disability Services

FOR THE UNION

_____
Walakewon Blegay, Esq.
Staff Attorney, Chief Negotiator
D.C. Nurses Association

_____
Gloria Jones-Dinkins, DNP, APRN, FNP-BC
Comp 13 Unit President
D.C. Nurses Association

_____
Tracy Spann-Downing, RN, MSN
Comp 13 Unit Vice President
D.C. Nurses Association

_____
Jeanine Carter, RN, Comp 13 Unit Secretary
D.C. Nurses Association

_____
Chinyere Otuya, DDS Shop Steward
D.C. Nurses Association

_____
Monique L. Vaughn, RN MSN/MHA, RN
CFSA Shop Steward
D.C. Nurses Association

_____
Leonard Ekane, RN, DYRS Shop Steward
D.C. Nurses Association

_____
Peach Siribrahmanakul, Labor Liaison
Department on Disability Services

_____
Dr. Robert Holman, Medical Director
Department of Fire and Emergency
Medical Services

_____
India Daniels, Labor Liaison
Department of Fire and Emergency
Medical Services

_____
LaQuandra Nesbitt, MD, MPH, Director
Department of Health

_____
Gail Heath, Labor Liaison
Department of Health

_____
Wayne M. Turnage, Director
Department of Health Care Finance

_____
Felicia Rothchild, Labor Liaison
Department of Health Care Finance

_____
Hilary Cairns, Director
Department of Youth Rehabilitation Services

_____
Felicia Ward-Dockery, RN
DHCF Shop Steward
D.C. Nurses Association

_____
Eric Hugh, RN
D.C. Nurses Association

_____
Trey Stanback, Labor Liaison
Department of Youth Rehabilitation Services

APPROVAL

This compensation collective bargaining agreement between the District of Columbia and the District of Columbia Nurses Association, dated _____, 2022, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code (2016 Repl.) and is hereby approved on this _____ day of _____, 2022.

_____
Muriel E. Bowser, Mayor