



2017 SEP 18 AM 9:01
OFFICE OF THE
SECRETARY

MURIEL BOWSER
MAYOR

SEP 18 2017

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 forward to the Council for its information, the "Collective Bargaining Agreement between District of Columbia Government Department of General Services (DGS) and the Fraternal Order of Police/Protective Services Division Labor Committee Approval Resolution of 2017." The negotiated Agreement governs the working conditions of employees who are employed by District of Columbia Department of General Services under the personnel authority of the Mayor and represented by the Fraternal Order of Police Protective Services Division. The Agreement is effective until September 30, 2020.

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

Sincerely,

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

Muriel Bowser



Chairman Phil Mendelson
at the request of the Mayor

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A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To provide an informational copy of the working conditions agreement submitted by the Mayor for employees employed by District of Columbia Government Department of General Services (DGS) who are represented by the Fraternal Order of Police/Protective Services Division Labor Committee (FOP/PSDLC).

RESOLVED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this resolution may be cited as the "Collective Bargaining Agreement between District of Columbia Government Department of General Services and the Fraternal Order of Police/Protective Services Division Labor Committee Approval Resolution of 2017"

Sec. 2. (a) Pursuant to §1-617.15(b) of the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Code §1-617.15(b) (2001 Ed.), the Mayor of the District of Columbia approves the agreement which was negotiated through collective bargaining between DGS and FOP/PSDLC, and transmitted to the Council for information purposes by the Mayor on _____, 2017.

Sec. 3. Fiscal Impact Statement.

The Council adopts the Agency Fiscal Impact Statement in the Committee Report as the fiscal impact statement required by §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) (2001 ed.).

Sec. 4. This resolution shall take effect immediately.

Sec. 5. The negotiated contract is attached.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTRICT OF COLUMBIA GOVERNMENT

DEPARTMENT OF GENERAL SERVICES

AND

**FRATERNAL ORDER OF POLICE/PROTECTIVE SERVICES DIVISION
LABOR COMMITTEE**

EFFECTIVE FY 2017 – FY 2020

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PREAMBLE

Section A

This Agreement is entered into between the District of Columbia Department of General Services (hereinafter "Employer," "DGS," or "Management") and the Fraternal Order of Police/PSD Labor Committee (hereinafter "FOP" or "Union"); collectively, DGS and the Union shall be referred to as the "Parties").

Section B

The Parties hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the Parties.

Section C

The Parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

Section D

The Parties affirm without reservation the provisions of this Agreement and agree to honor and support the commitments contained herein. The Parties also agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to in this Agreement, but this provision does not preclude informal communications.

Section E

It is the intent and purpose of the Parties to promote the efficient operation of the Employer's Protective Services Department (hereinafter "PSD") in the performance of its mission.

Section F

In all cases throughout this Agreement where the masculine gender is used, it is used to simplify rather than to exclude, and shall mean feminine or masculine or both, as the case may be.

ARTICLE 1 RECOGNITION

Section A

The Employer recognizes the Union as the exclusive representative of a unit consisting of the following employees of the PSD as described by the District of Columbia Public Employee Relations Board (PERB) in PERB Case No. 05-RC-07, Certification No. 151. October 15, 2008:

All protective service officers employed by the DGS/PSD, excluding, all management officials, supervisors, confidential employees, employees engaged in personnel work in other than 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, D.C. Law 2-139.

Section B Unit Clarification

When a position changes or a new position is established and the Parties differ as to whether the position is inside or outside the Bargaining Unit, either Party may file a unit clarification petition with the PERB.

If PERB issues an order modifying the Bargaining Unit, the provisions of this Agreement shall apply to the members of the modified unit.

ARTICLE 2 GOVERNING LAWS AND REGULATIONS

Section A

In the event that any Employer or PSD rules, regulations, issuances or policies are in conflict with specific provisions of this Agreement, the provision of the Agreement on that specific provision(s) shall prevail.

Section B

If during the life of this Agreement a law from a higher authority invalidates any provision of this Agreement, within 90 days of the effective date of such invalidation either party may request to negotiate the change. If neither party requests to negotiate within 90 days of the effective date of the invalidation of the law, the terms of the law shall become effective and shall not be subject to negotiations, absent mutual agreement of both Parties.

ARTICLE 3 UNION SECURITY

Section A

1. Any employee in the bargaining unit may join or refrain from joining the Union without interference, coercion, restraint, discrimination or reprisal from the Employer or the Union.
2. Employer will take no disciplinary, discriminatory or reprisal action against a Union officer or member for expressing an opinion in favor of, or engaging in activities in support of, the Union.

3. The terms and conditions of the Agreement shall apply to all employees in the bargaining unit without regard to Union membership.
4. Employer will not restrain or coerce any employee in the exercise of any rights granted under this Agreement, and will not discriminate against or take reprisals against any employee for exercising any rights granted under this Agreement.
5. Membership in the Union is not a condition of employment with PSD.

Section B

1. The Employer shall deduct Union dues bi-weekly upon receipt of proper authorization from the employee and written certification from the Union as to the amount to be deducted. The Employer will make corrections or changes at the earliest opportunity after receipt of notification, but it will not make retroactive changes.
2. Employer shall deduct Union dues from the wages of each unit employee, whether paid on a bi-weekly basis or otherwise, upon authorization by the member.
3. Employer shall start deducting Union dues within two (2) pay periods following the submission of the member's authorization.
4. A dues-deduction authorization may be canceled by an employee upon written notification to the Union and Employer within the 30-day period prior to the anniversary date of this Agreement, notwithstanding any provisions to the contrary on any governmental form, provided that, if the employee remains in the Bargaining Unit, Employer shall withhold a service fee in accordance with Section C of this Article.

Section C

Employer will deduct service fees from employee wages as provided in this section.

1. Employer shall deduct, without a written authorization, a service fee from the wages, whether paid bi-weekly or otherwise, of each unit employee who does not become a member of the Union.
2. Employer shall start deducting service fees from each unit employee who is not a Union member within two (2) pay periods of the employee's entry on duty, and shall start deducting service fees from each current unit employee who is not a Union member no later than the second full pay period following the effective date of this Agreement.
3. The service fee shall be equal to the bi-weekly Union dues which are attributable to representation and in an amount determined by the Union, and the Union will provide written notice thereof to Employer.

4. The Employer shall deduct \$.07 per deduction (dues or service fee) per pay period from each employee who has dues or service fees deducted.

Section D

1. Employer does not assume any obligation with regard to the deduction of dues or fees other than that expressed herein.

2. The Parties acknowledge that Employer shall not be held liable to any Employee for any adverse consequences or direct or indirect damages relating in any way to errors or omission in carrying out the provision of this Article. In any case in which a lawful judgment is entered against either or both Parties establishing that an excessive deduction was made, the Union shall return that amount to the Employer or the member as appropriate.

Section E

The Union will provide training to its officers and stewards regarding its and their rights and responsibilities. Employer will allow Union representatives to attend shop steward training while in a duty status, subject to manpower needs of the Employer.

Section F

Employer will recognize and appropriately respond to a written communication from the Union in connection with matters affecting the rights of more than one (1) employee only if the document is signed by the Chairman, except that the Chairman may designate in writing a person who is responsible for communicating with management on a particular matter.

Section G

Nothing in this Agreement precludes an employee from electing to represent himself or selecting a non-Union representative in a matter, except that no rival organization may represent any bargaining-unit employee. The Union is entitled to know the disposition of any matter involving or affecting the provisions of this Agreement in a case in which the Union does not represent the employee; the Union may request that information, and the Employer shall provide it in a timely manner.

Section H

Nothing in this Agreement is intended to waive the legal rights of any employee unless clearly and unequivocally expressed herein, including the right to employee or personnel benefits and policies generally available to Employer employees which have not been abridged by this Agreement.

Section I

The Union will provide to Management a list of current officers and stewards and will provide written notification to Employer, within three (3) days, of any change in the list. Only those persons whose names appear on the list will be recognized by Management as Union officers or stewards, and the number of persons will not exceed eight (8).

ARTICLE 4 LABOR-MANAGEMENT COMMITTEE

Section A

Within 30 days after the effective date of this Agreement, the Parties will establish a Labor-Management Committee (the "Committee") that will consist of three members appointed by each Party, but which will include the head of PSD or his designee.

Section B

The Committee will meet monthly at the request of either Party, and may meet at other times as the need arises upon the mutual agreement of the Parties.

Section C

Employer will grant administrative time to members of the Committee who are appointed by the Union to attend a labor-management meeting when it is held during the members' regular tour of duty. The Employer shall adjust committee members' shifts to accommodate committee members who have to attend labor/management meetings.

Section D

The Parties may agree to allow guests of either Party to attend a meeting of the Committee.

Section E

At least five (5) workdays prior to any scheduled meeting of the Committee, the Parties will exchange agendas, which may include for discussion any matter of mutual interest, other than individual disciplinary actions, appeals or grievances, except that the Parties may discuss underlying systemic problems which may have led to complaints or grievances about disciplinary actions. In the event that a Party fails to submit an agenda, the Party who submitted an agenda has a right to cancel the meeting.

Section F

The Employer and the Union agree to alternate the responsibilities for preparing minutes detailing the matters discussed by the Committee during each meeting. Employer will prepare

the minutes for the first Committee meeting. Thereafter, the Parties will alternate the responsibilities of preparing minutes for each subsequent meeting.

Section G

The Committee may submit a written recommendation following the meeting to the Director or his designee, who will respond to the recommendation no later than the next scheduled meeting of the Committee.

ARTICLE 5 EEO/NON-DISCRIMINATION

Section A

The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, and to prohibit discrimination because of age, sex, race, religion, creed, color, marital status, national origin, union affiliation, or as otherwise provided by law.

Section B

The Employer agrees to provide the Union a copy of its Equal Employment Opportunity Program.

Section C

Any charges of discrimination shall be exclusively considered by the appropriate administrative agency having jurisdiction over the matter and shall not be subject to the negotiated grievance procedure.

Section D

For the purpose of this Agreement, the Department's Equal Employment Opportunity Program will be observed. The Union shall designate a unit employee as a representative who shall attend all of the Department Committee meetings to discuss implementation/coordination of the Equal Employment Opportunity Program Plan or program. The employee representative shall be notified of the time and date of the meetings, as far in advance as practicable.

Section E

The Employer and the Union agree to the principle of equal pay for equal work.

ARTICLE 6
EMPLOYEE REPRESENTATIVES

Section A

Designated employee representatives will be free from reprisal, coercion or discrimination in the exercise of their right to act on behalf of an employee or group of employees within the bargaining unit.

Section B

1. Up to six (6) employees in the Department of General Services may be designated by the Union and shall be recognized by the Employer as employee representatives.
2. The Union may appoint alternates to serve in the absence of named representatives.

Section C

The Union will supply management in writing with the names of all Union officials, representatives and alternatives of the Union.

Section D

Subject to security and safety, Union Officials who are nonemployees will be allowed to visit work places to carry out their responsibilities under the terms of this Agreement, after receiving advance permission from the Chief of the Protective Services Division or his or her designee.

Section E

Representatives may be contacted by employees concerning complaints and grievances during working hours but not for the purpose of discussing other Union matters. In the event such contact would require the employee to leave his/her assignment, he/she must first obtain permission from his/her supervisor. Permission will be granted unless the work situation or an emergency precludes the giving of such permission. If permission is initially denied, it shall be granted before the end of the next tour of duty unless the work situation or an emergency precludes the giving of such permission, in which case permission will be given as soon as possible thereafter.

Section F

The representative shall inform the supervisor of his/her destination, approximate duration of absence and that the purpose of the absence is to handle a grievance or other labor-management matter. Permission will be granted unless the work situation or an emergency precludes the giving of such permission. If permission is initially denied, it shall be granted before the end of the next tour of duty unless the work situation or an emergency precludes the giving of such permission, in which case permission will be given as soon as possible thereafter. If the

immediate supervisor is not available, permission will be requested from the next higher level of supervision. When going to an assignment other than that normally assigned to the Union representative he/she will contact the supervisor and notify him/her of his/her desire to speak to one of the employees in that area.

Requests by representatives for permission to meet with employees and/or by employees to meet with representatives will not require prior explanation to the supervisor of the problems involved other than to identify the approximate length of time and the general nature of the visit.

A representative thus engaged shall report back to his/her supervisor on completion of such duties. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a representative in the performance of the aforementioned duties.

Section G

Management agrees to make a location and a telephone with reasonable privacy available to the Union for the handling of grievances and other matters affecting labor-management relations.

Section H

The Employer shall provide Union representatives and employees with official time in the manner hereinafter described to carry out their duties under the contract.

1. Union representatives shall be granted a reasonable amount of official time upon individual request within their scheduled working hours to investigate grievances and to present grievances to management.
2. Union representatives shall be granted a reasonable amount of official time to carry out their duties under the contract.
3. Official time will not be allowed for internal Union business.
4. The representative must submit the attached Official Time Form each pay period to memorialize the use of approved official time for time and attendance accounting (Attachment A).

Section I

The Employer agrees that an employee who requests union representation shall be represented upon request.

ARTICLE 7
USE OF OFFICIAL FACILITIES/BULLETIN BOARDS

Section A

Employer will provide suitable space in its facilities for bulletin boards on which the Union may display material related to its activities, provided that the material does not contain personal attacks. All material displayed will be signed by an elected officer of the Union. The Union also has the right to mount a reasonably sized bulletin board or other similar device at each fixed post and to display material thereon, subject to requirements of this Article.

ARTICLE 8
GRIEVANCE PROCEDURE

Section A Purpose

The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

Section B Scope

1. Only an allegation of a violation of this Agreement or applicable provisions of the Compensation Agreement shall constitute a grievance under this Agreement.
2. One or more Union employees may file a grievance under this Agreement with or without Union representation. The Employer shall ensure that all settlements reached with respect to grievance resolution and other matters regarding the enforcement of this Agreement shall be implemented.

Section C Presentation of Grievances

1. General Provisions

- a. All time limits will be strictly observed unless the Parties mutually agree to extend such time limits, which agreement shall be confirmed in writing. Failure by the Union to follow the time limits specified in this Agreement, including written extensions, shall render the grievance null and void.
- b. The Employer and the Union agree that every effort will be made to resolve grievances at the lowest possible administrative level.
- c. The presentation and discussion of grievances provided for in this Article shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, to attend. When the presentation and discussion of

grievances or a hearing as provided for in this Article are held during the normal working hours of the participants, all employees who are entitled to be present shall be excused with pay for that purpose. However, if operational demands so dictate, Employer may request that the arbitrator allow employee-witnesses to appear for testimony on an "on-call" or other staggered basis in order to minimize any disruption of PSD operations.

d. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

e. If an employee is given a directive by a supervisory authority that he believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time it is given and thereafter exercise his right to grieve the matter. The employee's compliance with such a directive will not prejudice the employee's right to file a grievance, nor will his compliance affect the resolution of the grievance.

f. Employer may request, by written notification to the Union Chairman, additional information which it deems necessary to identify or clarify the matter at issue in a grievance. The Union Chairman or designee will respond in writing within seven (7) calendar days of receipt of the notification.

g. A grievance not submitted by the employee within the time limits prescribed for each step of the procedure shall be considered settled on the basis of the last decision received by the employee which shall not be subject to further appeal, nor shall the Union be entitled to pursue the grievance further. A grievance not responded to by the appropriate management representative within the time limits specified at any step authorizes the employee to pursue the grievance at the next higher step of the procedure.

2. Types of Grievances

a. **Individual.** A grievance of a personal nature requires the signature of the aggrieved employee at Step 2 even if the Union represents the grievant. In the case of an individual grievant proceeding without Union representation, the Union shall be given the opportunity, with an advance notification, to be present and to offer its views at any meeting held to adjust the grievance. The Union has the right to grieve any resolution of a personal grievance which is reached without Union representation if it conflicts with the provisions of this Agreement. A copy of any settlement agreement reached between Employer and individual grievant without Union representation, or any adjustment, decision and response made by Employer must be sent to the Union Chairman.

b. **Group.** If a grievance involves a group of employees raising the same issue, the Union Chairman shall file the grievance on behalf of the group at the lowest level capable of resolving the grievance.

c. **Class.** If a grievance involves all the employees in the Bargaining Unit, the grievance may be filed by the Union as a class grievance directly at Step 3 of the Grievance

Procedure within 21 calendar days of the event giving rise to the grievance, and the Employer Director or designee shall respond in writing within 21 calendar days of its receipt.

Section D Procedural Steps

Step 1 Oral Notice to Immediate Supervisor

- a. The aggrieved employee, with or without his Union Steward, shall, orally, or in writing, present and discuss the grievance with his immediate supervisor or official at the lowest level capable of resolving the grievance. If the supervisor or official lacks the authority to resolve the grievance, he shall refer the employee to the appropriate management official. The aggrieved employee must file the grievance within 10 days of the occurrence of the event giving rise to the grievance, or within 10 days of the employee's knowledge of the event. The supervisor will make a decision on the grievance and reply to the employee in writing within five (5) days after oral presentation of the grievance.
- b. If the supervisor refuses to meet with the employee and his representative, the aggrieved employee may treat the grievance as denied.

Step 2 Written Step

- a. If the grievance is not resolved at Step 1, the employee, with or without union representation, or the Union acting on behalf of one or more employees, may submit a written grievance to the Associate Director of PSD. This is the first formal written iteration of the grievance and the timeframes for initiating a grievance as set forth above in Section C are the applicable deadlines for filing a Step 2 grievance.
- b. At Step 2, the written grievance shall contain the following information:
 - (i) A statement of the specific provision(s) of the Agreement alleged to have been violated;
 - (ii) A brief description of the manner in which the provision is alleged to have been violated;
 - (iii) The date or dates on which the alleged violation occurred;
 - (iv) The remedy or adjustment sought.
- c. The Chief shall respond in writing to this grievance within 10 days of its receipt. The written response shall contain the following:
 - (i) An affirmation or denial of the facts upon which the grievance is based;
 - (ii) An analysis of the alleged violation of the Agreement;
 - (iii) The remedy or adjustment, if any, to be made; and

- (iv) Signature of the appropriate management representative.

Step 3 Submission to Director

- a. If the grievance remains unsettled, the employee shall submit it to the Employer Director within 7 days following receipt of the Step 2 response. Within 20 days following the receipt of the Step 3 grievance, the Director or designee shall meet with the aggrieved employee and his representative to attempt to resolve the grievance or must respond in writing. If a meeting occurs, the Director or designee shall respond in writing to the employee and his representative within 10 days following the Step 3 meeting. If the Union did not represent the employee, the Director or designee must send a copy of the Step 3 response to the Union within 10 days of the Step 3 meeting.
- b. Class grievances shall be initiated in writing at Step 4 as provided above and shall contain all written contents required of a grievance initiated in writing at Step 2.

Step 4 Union Decides Whether to Arbitrate

- a. If the grievance remains unsettled, the Union shall advise the Director whether the Union intends to pursue arbitration of the matter on behalf of the employee(s) within 15 days from receipt of the Director's response at Step 3. Only the Union may advance a grievance to arbitration.

Section E Arbitration

1. Arbitration is the method of resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure.
2. The Party invoking arbitration will order a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Parties shall select an arbitrator from this panel using the alternate strike method within ten (10) business days of receipt of the panel.
3. The arbitrator will decide procedural grievability as a threshold issue. A refusal to arbitrate based on a claim of substantive non-arbitrability, i.e., that no agreement to arbitrate exists or that the subject matter is not arbitrable are not within the jurisdiction of the arbitrator.
4. Arbitration costs will be shared 50/50 regardless of which Party prevails in arbitration.
5. The Parties agree that it is their intent that arbitration awards issued pursuant to this agreement shall be final and binding on both parties.

ARTICLE 9 DISCIPLINE

Section A

Discipline shall be imposed by the Employer for cause in accordance with the Comprehensive Merit Personnel Act (CMPA) and the District of Columbia Personnel Manual (DPM).

Section B

The Employer shall not suspend an Employee without pay without first following the notice and decision-making procedures set forth in the DPM, and as modified by this Article.

Section C

The Employer shall provide an Employee against whom a disciplinary action is proposed with an advance notice of at least 10 workdays in which to file a reply to the proposal. In those cases involving a proposal to terminate an Employee, the employer shall provide an advance notice of at least 15 workdays.

Section D

The termination of probationary bargaining unit employees cannot be grieved utilizing the Grievance and Arbitration provisions of this Agreement. However, probationary bargaining unit employees are entitled to the other rights and benefits set forth in this Agreement, except those which are prohibited by statute.

Section E

If there is a reason to admonish or reprimand an Employee verbally, the Employer shall do so in a manner that will not embarrass the Employee before other employees or the public. A verbal admonishment or reprimand is intended to be instructive and to correct an Employee's behavior, as distinguished from an order or directive from a supervisor.

Section F

Employer will provide to the Employee or designee, at his request, a copy of each item to be relied upon in making a decision on a proposed disciplinary action.

Section G

Employer will utilize the table of penalties published in the DPM.

Section H

An Employee may appeal a written reprimand and a suspension of 3 days or less only through Step 4 of the grievance procedure, but the Union may not arbitrate the matter.

An Employee may appeal a suspension of 4 days but less than 10 days only through the grievance procedure.

An Employee may appeal a suspension of 10 days or more through either OEA or the grievance article in this Agreement; once that election is made, however, it may not be changed.

Section I

An Employee at his or her request has the right to Union representation in all disciplinary actions.

ARTICLE 10 INVESTIGATORY QUESTIONING

Section A

1. When an employee can reasonably expect discipline to result from an investigatory interview or the employee is the target of an administrative investigation conducted by Employer, the employee may request to delay the questioning to consult with a Union representative.
2. Upon request, Employer shall delay questioning for up to two (2) hours to allow the employee to consult with a Union representative. If for a justifiable reason, no Union representative is available to permit consultation within that time, Employer shall delay questioning for up to eight (8) hours in which time the employee will locate and consult with a Union representative.
3. The Employer shall not intentionally mislead an employee or Union representative as to the purpose of an investigatory interview.
4. An employee's Union representative may be present at all investigatory questioning sessions to which this Article applies, but may not answer questions on behalf of the employee. The representative may request that the investigating official clarify the issue under investigation. Any objections made by the representative shall be noted for the record.
5. The Employer may refuse to allow a particular Union representative to represent an employee under this Article, if the representative's presence is disruptive or he is involved as a witness or target in the matter under investigation. In that event, the employee shall then arrange for an alternate representative.

6. At the time a written statement is prepared the Employer shall provide to the employee and representative, if present, a copy of the written statement by the employee. The Employer will not alter the statement or create another version of it without the consent of the employee.

Section B

1. Prior to the commencement of any questioning of unit members, the Employer shall inform, the employee of the following:

- a. The type of investigation being conducted (criminal or administrative) and, if the matter is administrative, then the specific reason for the questioning or type of complaint involved;
- b. Whether the member is a target of the investigation, if known, at that time;
- c. The name of any known complainant, unless that information would jeopardize the security of the investigation or the safety of the complainant or witness; and
- d. The name, rank and assignment of the official who will ask the questions and the name, rank and assignment of persons to be present during the investigation.

2. The questioning will take place at a reasonable time except when, in the judgment of the Employer in charge of the investigation, exigent circumstances require otherwise.

3. The Employer will not conduct questioning sessions for unreasonable periods of time and shall allow for reasonable, periodic rest periods for meals and personal necessities.

4. The Employer shall not subject an employee to scurrilous, profane or demeaning language, nor shall the Union representative or member direct such language to the Employer's representative.

5. At the point that an investigation focuses upon the employee as the principal in a violation of the criminal law, the Employer shall advise the employee of his rights under the law and the rules of criminal procedure.

6. If the official in charge of the investigation decides to record the questioning session, the official must record the entire session, with proper notations as to when rest breaks and off-the-record discussions began and ended. If an administrative session is recorded in any format or medium, Employer shall provide a copy of the recording to the Union.

ARTICLE 11
LEAVE

Section A

The District's regulations in effect on the effective date of this Agreement govern the administration of leave, except as may be modified by provisions herein.

Section B

By January 31, Employees shall submit to the PSD Chief their preferred vacation schedule for the remainder of that calendar year. The Chief or designee will publish a unit-wide schedule by February 15. The schedule is subject to change by agreement or as dictated by staffing needs. An Employee will request unscheduled short-term leave 5 days in advance, if possible.

Section C

An Employee will request sick or emergency leave from the on-duty supervisor at least 2 hours or as early as possible prior to the start of his tour.

Section D

Employer will grant maternity and paternity leave pursuant to the provisions of the Family and Medical Leave Act.

Section E

Operations permitting, the Employer must allow Union officials to attend Union sponsored programs or its national convention for up to 40 hours per calendar year, using their accrued annual or compensatory leave or LWOP.

Section F

The Employer shall grant administrative leave pursuant to applicable regulations to Employees who are required to appear in court for jury duty or as a witness for the government. An Employee who is subpoenaed to testify in a non-official capacity for a private party must take leave, but is entitled to keep any subpoena fee provided for that appearance.

Section G

Employer will not inquire as to the details of an Employee's illness when he or she requests sick leave and will not unnecessarily require an Employee to obtain a doctor's slip regarding use of sick leave.

ARTICLE 12
MERIT STAFFING

Section A

The District's personnel regulations shall govern hiring in bargaining-unit positions.

Section B

The Union will be provided with an e-copy of all vacancy announcements seeking to fill bargaining unit positions, and they may be posted on the web site.

Section C

In the event that the PERB certifies the bargaining unit to include higher graded positions, the District's Merit Staffing Plan shall be followed, as well as the Seniority Article in this Agreement.

ARTICLE 13
DETAILS AND TEMPORARY PROMOTIONS

Details and temporary promotions will be administered in accordance with appropriate provisions of the District Personnel rules and regulations in effect on the effective date of this Agreement and modified as follows:

1. An employee detailed into a higher grade position for more than ninety (90) consecutive days shall receive acting pay at the higher rate of pay beginning the first pay period following the ninety (90) day period.
2. An employee detailed to a lower grade position shall maintain his/her normal graded pay.
3. Management shall take measures to insure that an employee on detail to a higher graded position is not arbitrarily removed from the detail and then reinstated to the detail in order to avoid providing acting pay in accordance with Section (1) above.
4. Details, temporary promotions and/or acting pay shall not be used as a pre-selection device. For purposes of the preceding, the term "pre-selection device" refers to a recurring pattern of selection of individuals for promotion that are not the most highly qualified and were detailed to the position as provided under this Article.

ARTICLE 14
JOB DESCRIPTIONS

Section A

The Employer shall provide the employee with a copy of his/her job description.

Section B

A copy of the SOP shall be kept on the post as applicable.

Section C

Job Classification complaints and/or appeals shall be exclusively processed in accordance with governing District rules and regulations.

ARTICLE 15
WORK SCHEDULES & SCHEDULING

Section A

The Employer maintains the right to assign and schedule employees based on considerations of personnel safety and the efficiency of the department. To the extent practicable, the Employer will consider employee's schedule requests based on performance, attendance and seniority, as long as no employee protected rights and privileges are violated.

Section B

The Employer will notify an employee 10 calendar days in advance of a change in the employee's schedule that is expected to last longer than one full pay period. The Employer may suspend this requirement in cases of emergency or unforeseen operational demand. Whenever the Employer suspends the 10-day advanced notice requirement, management will notify the Union in writing within 72 hours of the reason for the suspension.

Section C

Upon filling all weekend and holiday requirements, senior employees with ten (10) years or more service (bargaining unit service) will have every weekend and holiday off, upon advance request to the Employer. To the extent that scheduling allows, all other unit employees employed on the effective date of this Agreement shall be entitled to every other weekend off upon advance request to the Employer. Unit employees hired after the effective date shall not be subject to the weekend off provisions contained in this Section.

Section D

Unit employees detailed out of their sections for periods of one day or less will be allowed a reasonable amount of time if necessary to return to their own sections before the end of the scheduled tour to put away equipment and personal property.

Section E

Employees shall be provided permanent shifts and days off (in accordance with Section A where applicable) provided; that emergency conditions or unanticipated staffing shortages or staffing needs may necessitate an individual employee having his/her shift/day-off changed. Where possible, employees shall be notified of changes at least two (2) weeks in advance. Changes in shifts, if made, shall be made in accordance with bargaining unit seniority or on a voluntary basis. At the conclusion of the emergency condition, or unanticipated staffing shortage or staffing need, the Officers shall be assigned back to their normal shifts and days off.

Section F

The Union shall be notified in advance of any changes to the normal work schedule excluding daily details or emergency situations.

Section G

Where the employer requires a change in work assignment, seniority will be a consideration. However, the employee being reassigned must have the training comparable to the assignment.

ARTICLE 16 TRAINING

Section A

The Employer agrees to provide training to all bargaining unit employees. Such training shall be related to the performance of their official duties in order to increase their knowledge, skill and qualifications in the performance of their duties which helps increase the efficiency and effectiveness of the Employer's operations. This training shall be provided in accordance with generally recognized standards for the training of protective services officers. Instructors providing this training must have demonstrated sufficient knowledge of the subject matter and meets any newly established legislation.

Section B

The Chief shall prepare an annual schedule that may be adjusted to meet staffing needs, in accordance with the provisions of Section C, an employee training plan which shall identify:

1. Subject matter areas where training is needed;
2. Location and type of courses and programs which will be used to meet these training needs; and
3. Schedule of training to be carried out over the year.

Section C

Recognizing the value of employee input, the Employer agrees to use qualified instructors and that during the preparation of the Employee training Plan he/she shall meet with two (2) designated employee representatives to discuss training needs, objectives and curriculum.

Section D

Training which is authorized and approved by the Employer will be conducted on official time as staffing needs permit at no expense to the employee. Should an employee be required to attend training on his/her off-duty hours, the employee shall receive compensatory time in accordance with Compensation Units One (1) and Two (2) Compensation Agreement.

Section E

Subject to staffing and budgetary considerations, the Employer agrees to conduct and/or provide job performance enhancement training for all bargaining unit members.

Requests for shift changes made by employees to pursue self-development training will be considered on a case-by-case basis subject to staffing considerations. Such requests must be made at least sixty (60) days in advance and shall include a description of the training program. Changes in shifts shall be made in accordance with Article 15, work schedules, Section C of this Agreement.

ARTICLE 17 HEALTH AND SAFETY AT THE WORK PLACE

Section A

Employer will make reasonable efforts to provide and maintain safe working conditions. The Union will encourage its members to work in a safe manner, to follow safety rules and requirements, and to use all protective equipment and clothing provided by Employer.

Section B

The Union will encourage its members to report any unsafe or unhealthy condition to their immediate supervisors. If not resolved by the immediate supervisor, the matter may be referred to the PSD Chief by the member or the Union. PSD will not assign a member to perform duty which has been determined to present a health or safety hazard above and beyond what is normally expected in unit work. Employer also will provide the Union a copy of any report, including but not limited to investigations, findings, studies or plans, which relates to the health and safety of the members at the worksite, and will notify the Union of any actions taken to alleviate problems at the worksite.

Section C

Employees involved in any type of on-duty accident, unless physical injury prevents them from doing so, must immediately notify their Watch Commander and execute all required forms prior to release from their tour of duty. Employer shall promptly process all forms related to Workers Compensation claims.

Section D

Employer will not require an employee to operate equipment that he is not qualified to operate and which by doing so might endanger the employee or others.

Section E

When an employee is injured while on duty, the Employer will arrange for transportation to appropriate medical facilities provided that the employee reports his injury or illness during the tour of duty which he sustained the injury or became ill. This section does not provide transportation when the employee is off duty. If an illness is determined to be not job-related, however, the employee will bear the cost, if any, of that transportation.

Section F

Employer will provide first-aid kits for use on each post and in each mobile unit.

ARTICLE 18 UNIFORMS AND EQUIPMENT

Section A

The Employer will provide the uniforms, with initial alterations to length of sleeves and slacks, and equipment at no cost to the employee. The uniforms will include all items for all weather conditions, except underwear and socks. Members may request additional alterations to uniforms. The equipment will include all items needed to perform the duties of a protective services police officer and will include a new protective vest. No officer will be directed to perform duties for which he is not properly outfitted and equipped.

Section B

Uniforms will be worn in a manner consistent with applicable District of Columbia regulations.

Section C

Employees are responsible for cleaning and routine maintenance of uniforms and equipment.

Section D

Employer will provide replacement uniforms and equipment when they are returned to Employer and the Chief or designee determines that a replacement is necessary. Employer will bear the cost of work-related wear or damage which is not occasioned by intentional or reckless misuse.

Section E

Employer will not issue any overly used, suspect or damaged equipment.

ARTICLE 19
PAYDAY AND DISTRIBUTION OF OVERTIME

Section A

The salaries and wages of employees shall be paid bi-weekly. In the event the scheduled pay day is a holiday, the preceding day shall be the payday.

Section B

Where specific personnel demands are not necessary and where the operational mission allows, overtime assignments will be offered as to voluntary personnel and distributed equitably from a posted list of employees.

ARTICLE 20
LIABILITY

The Employer shall provide, at its cost, legal representation to any employee who is named as a defendant in a civil court action arising out of acts committed by the employee within the scope of employment; provided however, that such representation is requested by the employee in accordance with Commissioner's Order 63-1492 no more than seven (7) calendar days after the service of process and that such representation would not pose a conflict of interest or potential conflict of interest. Such request for representation will include the date on which the employee received the service of process.

Representation will be provided through the Office of Attorney General ("OAG"). The decision of the OAG on whether to represent the employee shall be final. Should the OAG decline to represent the employee because of a conflict of interest or potential conflict, the employee may be represented by any private attorney of his/her choice. The Employer will reimburse the employee for reasonable attorney's fees (as determined by the court) incurred in the employee's defense of the action. Should the employee refuse representation by the OAG, all legal fees will be the responsibility of the employee.

Neither representation nor attorney fee reimbursement will be provided where the employee has been found to have engaged in willful misconduct that has resulted in any disciplinary actions against him/her as a result of his/her conduct with respect to the matter in question.

ARTICLE 21 LICENSES

Section A

Employees shall meet and comply with applicable law and regulations relating to obtaining and maintaining the requisite commission and qualifications pursuant to standards established and communicated to employees by PSD and in accordance with D.C. laws and regulations.

Section B

The employer is responsible for all costs incurred in obtaining required commissions for employment with PSD.

ARTICLE 22 REDUCTION-in-FORCE

Section A

In the event of a RIF, the rules and regulations of the D.C. Government shall govern.

Section B

The Employer agrees to minimize the effect on employees, if practicable, through such means as reassignment or restricting recruitment to reduce the impact on employees.

ARTICLE 23 CONTRACTING OUT

Section A

The Employer agrees to examine existing resources and to consult with the Union prior to contracting out work performed in the bargaining unit.

Section B

The Employer shall not contract out work performed by members of the bargaining unit, provided that this provision shall not apply in an emergency or where manpower is not available or when it is determined in writing by the Mayor or his designee that budgetary conditions exist requiring such contracting out or where contracting out is cost effective.

Section C

In the event of contracting out because of budgetary conditions, the District shall disclose appropriate financial records demonstrating the cost effectiveness and expected savings from contracting out.

Section D

As a result of a RIF due to contracting out priority considerations for a vacancy shall be made in accordance with existing District regulations.

ARTICLE 24
PERSONNEL FILES

Section A

Upon request, the Employer shall provide a copy of all material (not prohibited by law, from release to the employee) entered in an employee's Official Personnel Folder ("OPF") to the Employee. The Employee may view his OPF access card and may authorize a Union representative to examine his personnel folder.

Section B

An Employee has the right to answer any disclosable material in his OPF and the employee's answer shall be attached to the material to which it relates.

Section C

The Employer shall keep sealed all material relating to an Employee's background investigations, arrests records, fingerprint cards and other confidential matters in a separate envelope within his OPF, and it shall restrict access to that envelope to those with authorization from the Employer Director. The Official Personnel Folder (OPF) is maintained by the District of Columbia Office of Human Resources.

ARTICLE 25
LOCKERS AND TRANSPORTATION

Section A

The Employer will provide adequate locker facilities and privacy within its headquarters facilities for males and females and for the uniforms and equipment that it expects its Employees to have on site.

Section B

The Employer will use its best efforts to provide secured storage facilities at other sites and will not hold Employees responsible for not having extra uniforms and equipment available at any site where there is no secured storage facilities.

Section C

If distance permits, Employer will transport Employees to and from work places during duty hours.

ARTICLE 26
DISTRIBUTION OF THE AGREEMENT AND ORIENTATION OF EMPLOYEES

Section A

Within thirty (30) days of final approval and ratification, DGS will post on its website a final version of this Agreement, which will be available to all members, on or off duty.

Section B

The Employer will allow the Union to make a presentation, not to exceed thirty (30) minutes, at all PSD orientations for new employees of the Bargaining Unit, during which time the Union will be allowed to distribute documents and information pertaining to Union membership.

Section C

The Employer will provide reasonable advance notice to the Union of the date, time and place of the orientation sessions referenced in Section B of this Article.

ARTICLE 27
COMPENSATION ITEMS

All compensation issues included in the applicable Compensation Agreement shall be incorporated into this Agreement by reference.

ARTICLE 28
NO STRIKE CLAUSE

Section A

For the purpose of this Agreement, the term "strike" includes any strike or concerted action with others involving failure to report for duty; the willful absence from one's position; the slowdown or stoppage of work; the abstinence in whole or part from the full, faithful, and proper performance of the duties of employment or in any manner interfering with the operation of the Employer.

Section B

The Union shall not initiate, authorize, actively support or participate in a strike.

Section C

Employer may discipline, as deemed appropriate, any employee who engages in a strike, work stoppage, work slowdown or other concerted prohibited action.

Section D

The Union shall publicly disavow any illegal job actions in a timely fashion following notification by the Employer.

ARTICLE 29
SENIORITY

Section A

For the purpose of seniority rights in the bargaining unit, seniority shall be based upon the length of service within the Division. This definition shall be applicable to the provisions referencing seniority in this Agreement.

Where objective considerations are equal, seniority shall be used as the tie breaker in assigning days off, vacations, training, tours and assignments. "Objective considerations" include, but are not limited to such matters as the following: ability, skill, and qualifications for an assignment; suitability; and availability of other qualified members of the Bargaining Unit in the case of days off and vacations. Seniority is based upon length of service within PSD.

Section B

Following a break in continuous service in PSD because of voluntary resignation, discharge for cause, or retirement, an Employee's seniority is restored if he returns to his former or comparable position within one year, provided that he shall not accrue additional seniority during his period of absence.

Section C

The Employer will prepare the unit seniority list and provide a copy to the Union each quarter.

ARTICLE 30 OVERTIME

Section A

The Employer will assign scheduled overtime opportunities equitable and fairly among all qualified employees.

Section B-Scheduled Overtime

Scheduled overtime is overtime that is required as a result of Management receiving notification of an event or activity at least 72 hours in advance. Scheduled overtime openings will be posted to allow employees the opportunity to sign up for the overtime. The list will shut down at the completion of the stated event or activity. Employer will post a list for employees to sign up for overtime.

Section C-Unscheduled Overtime

Unscheduled overtime is overtime that is required as a result of less than 72 hours of notification to Management (E.g. call outs (sick leave), emergency/short notice special events, etc.) Management will seek a replacement from any shift and/or location without regard to seniority, as long as the recruited officer or officers are appropriately trained for the duties required in regards to officer safety.

ARTICLE 31 OFFICIAL TIME

1. All union officials (Chairman, Vice Chairman, Secretary, Treasurer, Chief Steward, and Shop Steward on each shift) shall make all necessary requests for approval for the use of official time under this Article, and shall submit a request to a PSD official of the rank of lieutenant or above, indicating the date, time, name of the member and subject matter.
2. Each pay period, the Chairman shall file a report of the official time used under this Article by all union officials.
3. Reasonable official time shall be granted for union representational purposes. Official time is paid work time that is being used for representing employees in grievances, arbitrations, and investigatory meetings with management.
4. Official time will not be allowed for internal union business.

ARTICLE 32
IMPACT BARGAINING

When a new Employer order or regulation, or a change in an existing order or regulation, directly impacts on the conditions of employment of unit employees, such impact shall be a proper subject of bargaining. Except in emergency situations, Employer shall give written notice 7 days in advance, and shall consult with the Union prior to the issuance of the new or changed order or regulation. The Union shall submit its request for impact bargaining to the office of the Chief, PSD within three (3) days of receipt of Employer's notice. In an emergency situation, Employer shall consult with the Union as soon as conditions allow.

ARTICLE 33
MISCELLANEOUS PROVISIONS

Unless otherwise indicated, the term "days" means work days, not including Saturdays, Sundays, administrative closings and holidays.

ARTICLE 34
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 35
DURATION AND FINALITY OF AGREEMENT

Section A

This Agreement will become effective upon approval and ratification as set forth in the Parties' Ground Rules, and it will remain in full force and effect until September 30, 2020.

Section B

This Agreement shall automatically renew for one 1 year periods thereafter unless either party gives to the other party written notice of its intent to terminate or modify the Agreement no later than 90 days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect or in the event of an impasse, pending the completion of mediation and arbitration or both.

Section C

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

Section D

It is agreed that any request by either Party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this Agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all Parties mutually agree in writing during the terms of this Agreement that modifications to the Agreement are necessary, they shall modify it.

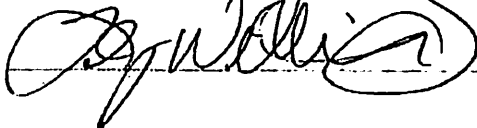
Section E

Any provisions for the retroactive payment of wages, or other terms and conditions, shall only have the retroactive effect specified, but shall not apply to other terms and conditions set forth in this Agreement.

On this 29th day of March 2017, and in witness thereto the parties hereto have set their signatures.

FOR THE D. C. DEPARTMENT
OF GENERAL SERVICES

FOR THE D. C. PROTECTIVE
SERVICES POLICE DEPARTMENT/
FRATERNAL ORDER OF POLICE



APPROVAL

The Collective Bargaining Agreement between the District of Columbia Department of General Services and the Fraternal Order of Police/Protective Services Division Labor Committee dated _____, 20____, has been reviewed in accordance with Section 1-617.15 of the District of Columbia Official Code (2001 Ed.) and is hereby approved on this _____ day of _____ 20_____.

Muriel Bowser, Mayor

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



MEMORANDUM

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

FROM: Massimo Marchiori
Agency Fiscal Officer
Department of General Services *mm*

DATE: July 28, 2017

SUBJECT: Agency Fiscal Impact Statement: Working conditions Agreement between the District of Columbia Department of General Services and Fraternal Order of Police Protective Services Division Labor Committee (FOP-PSPDLC)

I certify that there will be no fiscal impact to the budget of the District of Columbia Department of General Services in FY 2017 and FY 2018 regarding the Working conditions Agreement between the District of Columbia Department of General Services and Fraternal Order of Police Protective Services Division Labor Committee.

If you have any questions or require additional information, please contact me at (202) 698-7476.

CC:
Mohamed Mohamed, ACFO GOC Cluster
Greer Gillis, Director, Department of General Services

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General



~~ATTORNEY GENERAL~~
KARL A. RACINE

Personnel, Labor and Employment
Division

MEMORANDUM

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

FROM: Frank Mc Dougald *FMD*
Assistant Attorney General

DATE: June 2, 2017

SUBJECT: Legal Sufficiency Review of the Working Conditions Collective Bargaining Agreement Between the District of Columbia Department of General Services and Fraternal Order of Police Protective Services Division Labor Committee (FOP-PSPDLC).

You have requested a legal sufficiency review of the **Working Conditions Collective Bargaining Agreement Between the District of Columbia Department of General Services and Fraternal Order of Police Protective Services Division Labor Committee (FOP-PSDLC) (CBA)**. The CBA represents the agreement reached by the parties regarding working condition issues. The CBA is effective through September 30, 2020.

The CBA has been reviewed and found to be legally sufficient. Therefore, it is recommended that the CBA should be approved by the Mayor. If there are any questions regarding this matter, please contact me at 202-724-7309.