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A RESOLUTION

14-434

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA -- POP(I)

May 7, 2002

(Comp Unit 3)

To approve the negotiated compensation settlement submitted by the Mayor for employees in Compensation Unit #3.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation Settlement for Employees in Compensation Unit #3 Approval Resolution of 2002".

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 settlement negotiated through collective bargaining between the District of Columbia government and the Fraternal Order of Police MPD Labor Committee, representing employees in Compensation Unit #3, which was transmitted to the Council by the Mayor following ratification of the tentative agreement by the Fraternal Order of Police MPD Labor Committee Union membership on January 4, 2002 and which provides as follows:

"ARTICLE 21

"FUNERAL EXPENSES

"The Department will process all paperwork for a member who dies in the line of duty and will defray funeral expenses the Department determines to be reasonable.

"ARTICLE 30

"OVERTIME/COMPENSATORY TIME

"Section 1

"To the extent the Fair Labor Standards Act permits the Employer to substitute compensatory time for overtime payment, it is agreed that the Employer may make that substitution in the

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manner provided by that Act. Compensatory time and overtime shall be governed strictly by the Fair Labor Standards Act for the term of this Agreement.

"Section 2

"For preplanned events that require the cancellation of days off, the Employer shall first seek volunteers on the basis of seniority from the units that are required to staff the event. If there are insufficient volunteers, the Employer shall assign employees to appropriately staff the event.

"The following Article is recognized by the parties to be inoperative as the result of an Order, dated December 27, 1996, from the former District of Columbia Financial Responsibility and Management Assistance Authority, that was subsequently ratified and approved by an Act of Congress, signed by the President on July 24, 2001. The parties also recognize that in resolution Number 14-156, transmitted to the United States Senate and House of Representatives, the Council of the District of Columbia declared the sense of the Council that the December 27, 1996 order of the District of Columbia Financial Responsibility and Management Assistance Authority requiring the unilateral abrogation of certain provisions of the collective bargaining agreements was improper and should be repealed.

"Section 1

"To the extent the Fair Labor Standards Act permits the Employer to substitute compensatory time for overtime payment, it is agreed that the Employer may make that substitution in the manner provided by that Act.

"Section 2

"To the extent that the Employer's present policies, procedures and practices equal or exceed the requirements of the Fair Labor Standards Act, those policies, procedures, and practices shall remain in effect, except as otherwise provided herein.

"Section 3

"For the purpose of determining entitlement to compensatory time and overtime pay, all hours of work performed outside the basic work-week and the basic workday shall be deemed overtime hours.

"Section 4

"Whenever a member of the bargaining unit is entitled to compensatory time off for overtime worked, he shall receive compensatory time at a rate of 1.5 hours of compensatory time for each hour of work performed.

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"Section 5

"Compensatory time earned prior to Fair Labor Standards Act entitlement shall be accrued and administered in accordance with existing Departmental Orders, and shall be maintained separate and apart from compensatory time earned pursuant to the banking provisions of the Fair Labor Standards Act.

**"ARTICLE 31
"DENTAL INSURANCE**

"Section 1

"As of Fiscal Year 2002, the Employer agrees to contribute no more than \$13.23 per month as the premium for self coverage and \$28.36 per month for the premium for family coverage in an approved dental plan; and increase the contributions on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

"Section 2

"The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

"Section 3

"To be selected for a contract, a first time benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

"Section 4

"The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

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"Section 5

"The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. The procedures shall include an enrollment process, and coordination of benefits in a form that is customary in the health care industry. The benefit provider for dental services shall be responsible for identifying to the Employer, after enrollment, the names and number of employees to be carried under single and family status. The Employer shall not make dual premium payments for employees who are married and are both in the bargaining unit.

**"ARTICLE 32
"OPTICAL INSURANCE**

"Section 1

"As of Fiscal Year 2002, the Employer agrees to contribute no more than \$9.50 per month as the premium for each member in an approved optical plan; and increase the contribution on October 1 of each successive year of the agreement by the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

"Section 2

"The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present an implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

"Section 3

"The parties shall meet to develop procedures to implement these benefit programs which shall be binding upon the benefit provider. The procedures shall include an enrollment process, and coordination of benefits in a form that is customary in the health care industry.

"Section 4

"The provisions of the Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

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"Section 5

"To be selected for a contract, a first time benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**"ARTICLE 33
"PREPAID LEGAL PLAN**

"Section 1

"As of Fiscal Year 2001, the Employer agrees to contribute no more than \$18.00 per month for each member in an approved legal plan, and increase the contribution on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

"Section 2

"The Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract, which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer will be held harmless from any liability arising out of the implementation and administration of the plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

"Section 3

"The parties shall meet to develop procedures to implement these benefit programs, which shall be binding upon the benefit provider. The procedure shall include an enrollment process.

"Section 4

"The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

"Section 5

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"To be selected for a contract the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

**"ARTICLE 34
"HEALTH**

"The City shall continue to pay the maximum amount allowable contribution of health premiums pursuant to Federal law for both single and family coverage.

**"ARTICLE 35
"WAGES**

"Section 1: Fiscal Year 2001

"The basic salaries for all members of the bargaining unit who achieve Satisfactory or above performance, as defined by the applicable General Order, shall be increased by 4.0% for FY 2001, retroactive to the first pay period on or after October 1, 2000.

"Section 2: Fiscal Year 2002

"The basic salaries for all members of the bargaining unit who achieve Satisfactory or above performance, as defined by the applicable General Order, shall be increased by 4.0%, effective the first pay period on or after April 1, 2002.

"Section 3: Fiscal Year 2003

"The basic salaries for all members of the bargaining unit who achieve Satisfactory or above performance, as defined by the applicable General Order, shall be increased by 5.0%, effective the first pay period on or after April 1, 2003.

"The existing salary/step schedule shall continue.

**"ARTICLE 36
"RETENTION DIFFERENTIALS**

"Section 1

"Each bargaining unit member in active service on or after the effective date of this Article who has completed, or completes, 20 years of service under the Police Service salary schedule shall receive, per annum, a five percent (5%) base retention differential computed on his/her rate of pay prescribed in the Police Salary schedule. A bargaining unit member

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is entitled to receive the BRD only as long as he/she is in active service. The BRD shall be considered basic pay for the purposes of retirement, life insurance and other forms of premium pay. The BRD shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

"Section 2

"The Employer shall pay each and every member of the bargaining unit at the completion of his/her probationary period a four and two tenths percent (4.2%) retention allowance computed on his/her adjusted rate of pay prescribed in the Police Service salary schedule. The retention allowance shall be considered basic pay for the purposes of retirement, life insurance and other forms of premium pay. The retention allowance shall be paid in the same manner as basic pay and shall be subject to the same withholding and deductions as basic pay.

**"ARTICLE 37
"SHIFT DIFFERENTIAL**

"All employees covered by this agreement are entitled to pay at their scheduled rate plus a differential of 3% for regularly scheduled non-overtime work when the majority of their work hours occur between 3 p.m. and midnight; 4% of their scheduled rate if the majority of their work hours occur between 11 p.m. and 8 a.m.

**"ARTICLE 38
"TECH PAY AND OTHER CURRENT SPECIAL DUTY AND SKILL
PREMIUMS**

"Effective the first pay period on or after October 1, 1987, Tech Pay will be \$1,250 per year. Special duty and skill premium pay shall be \$2,710.

**"ARTICLE 39
"UNIFORM AND CLOTHING ALLOWANCE**

"Section 1

"The clothing allowance for Officers and Detectives assigned to plain clothes shall be \$450 per year, payable in two payments no later than April 15 and October 15 of each year. The clothing allowance for casual clothes Officers shall be \$225 per year, also payable twice yearly in April and October.

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"Section 2

"Eligibility shall be based solely on the unit or position to which the member is assigned or detailed.

"ARTICLE 44

"EMPLOYEE ASSISTANCE PROGRAM

"Section 1

"The Employee Assistance Program in place when this Agreement was negotiated shall remain in effect throughout its term.

"Section 2

"As of Fiscal Year 2002, the Employer agrees to contribute no more than \$11.24 per employee, per month and to increase the contribution on October 1 of each successive year of the agreement by the same percentage as the CPI-W for the Washington Metropolitan Area published by the Bureau of Labor Statistics, United States Department of Labor, for the preceding year.

"Section 3

"Upon expiration of the existing contract, the Plan shall be contracted for by the labor organization subject to a competitive bidding process where bidders are evaluated and selected by the Union. The District may present a proposed contract which shall be evaluated on the same basis as other bidders. The contract shall provide that the Employer shall be held harmless from any liability arising out of the implementation and administration of the Plan by the benefit provider, that the benefit provider will supply utilization statistics to the Employer and the FOP upon request for each year of the contract, and that the benefit provider shall bear all administrative costs.

"Section 4

"The parties shall meet to develop procedures to implement these benefit programs, which shall be binding upon the benefit provider. All members of the bargaining unit shall be enrolled.

"Section 5

"The provisions of this Article shall become effective upon the date of Council approval of this Agreement (or passage of sixty (60) days after submission to the Council without action being taken thereon).

"Section 6

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"To be selected for a contract, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account."

Sec 3. The salary schedules for Compensation Unit #3 are approved as follows:

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Sec. 4. The compensation system changes approved by section 3 of this resolution shall be effective retroactively to the first pay period beginning on or after October 1, 2000.

Sec. 5. Fiscal impact statement.

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

Sec. 6. The Secretary to the Council shall transmit a copy of this resolution, upon its adoption, each to the Mayor and to the Fraternal Order of Police MPD Labor Committee.

Sec. 7. This resolution shall take effective immediately.