

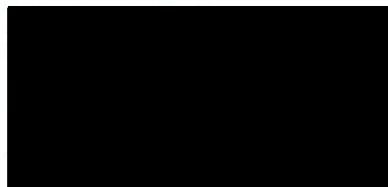
**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



Office of Open Government

May 3, 2013

VIA ELECTRONIC MAIL



Dear Mr. Blinder:

It is the public policy of the District of Columbia that all persons are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees.

Accordingly, pursuant to D.C. Code §2-531, enclosed please find a copy of the proposed draft Memorandum of Understanding between the Fraternal Order of Police and the Board of Ethics and Government Accountability as discussed during the public hearing held on May 2, 2013.

Sincerely,

TRACI L. HUGHES

Director

Office of Open Government

Enclosure: As stated.

cc: Darrin P. Sobin – Director of Government Ethics

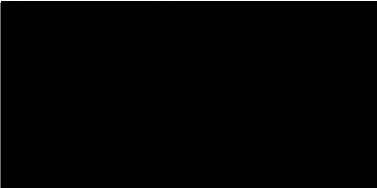
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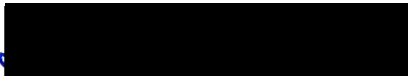


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MEMORANDUM OF UNDERSTANDING BETWEEN

THE D.C. POLICE UNION

AND

THE D.C. BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY

This Memorandum of Understanding is by and between the undersigned exclusive bargaining representative, the D.C. Police Union, and the District of Columbia Board of Ethics and Government Accountability (hereinafter "the parties"). As evidenced by the signatures below, the parties agree to the following procedures and processes to be followed by the Board of Ethics and Government Accountability ("BEGA") when conducting investigations, and any subsequent actions, of D.C. Police Union bargaining unit employees pursuant to the Ethics Act, codified at D.C. Code § 1-1162.01 *et seq.*

I. Definitions

A. Collective Bargaining Agreement. The Collective Bargaining Agreement refers to the Labor Agreement entered into between the Metropolitan Police Department and the D.C. Police Union, which is in effect as of the date of the action taken by BEGA. The Collective Bargaining Agreement in effect as of the date of this agreement is attached as Exhibit A. Subsequent Collective Bargaining Agreements will be provided to BEGA by the D.C. Police Union for incorporation into the existing Memorandum of Understanding.

B. D.C. Police Union Bargaining Unit Employees. The D.C. Police Union bargaining unit employees are employees of the Metropolitan Police Department that are recognized as the D.C. Police Union's official bargaining unit, as defined by the Collective Bargaining Agreement currently in effect.

C. Ethics Board Investigations, Hearings, and Disposition. The foregoing terms are defined consistent with the terms set forth in the Ethics Act, codified at D.C. Code § 1-1162.01 *et seq.*

II. Terms and Conditions

A. Any BEGA employee or member who is engaged in an investigation, preliminary or formal, shall maintain the appropriate confidentiality of an investigation.

B. Prior to the commencement of any investigatory interview of a bargaining unit employee as part of a preliminary or formal investigation, the employee has the same rights afforded to him or her pursuant to the terms of the Collective Bargaining Agreement for investigatory interviews / questioning conducted by the Metropolitan Police Department.

C. Notwithstanding and including the procedures set forth in the Collective Bargaining Agreement, during any investigatory interview of a bargaining unit employee as part

of a preliminary or formal investigation, the bargaining unit employee has Weingarten rights as set forth in *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975).

D. Following any preliminary investigation, and/or prior to the initiation of any formal investigation, the Director of BEGA shall provide written notification of BEGA's findings to the affected bargaining unit employee. Written notification must be provided to the bargaining unit employee at least seven business days before the initiation of a formal investigation.

E. The bargaining unit employee has the right to be represented by an attorney licensed to practice in the District of Columbia or by a Union representative during any adversarial hearings, or formal investigations, held by the Board.

F. Consistent with the Collective Bargaining Agreement and the Comprehensive Merit Personnel Act, discipline against D.C. Police Union employees may only be imposed for cause. Discipline includes any actions taken by BEGA pursuant to its authority under the Ethics Act.

G. Bargaining unit employees have the right to contest the disciplinary action through the grievance procedures set forth in the Collective Bargaining Agreement or by appealing the order made by the Ethics Board to the Superior Court as provided in D.C. Code § 1-1162.17.

(1) For purposes of determining grievance and arbitration rights, the following potential penalties available to be imposed by BEGA pursuant to the Ethics Act are considered Adverse Actions: civil penalties, a period of probation, suspensions, removals or reductions in pay or rank.

(2) For purposes of determining grievance and arbitration rights, the following potential penalties available to be imposed by BEGA pursuant to the Ethics Act are considered Corrective Actions: public censure, non-public informal admonition, reprimands, and letters of prejudice.

The parties further agree that the bargaining unit employees covered by this Memorandum shall not be deprived of any protection granted by Federal or District of Columbia law.

Kristopher Baumann, Chairman
D.C. Police Union

Date

Darrin P. Sobin, Director of Government Ethics
Board of Ethics and Government Accountability

Date

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