

Resolution No.: 18-116  
Introduced: April 14, 2015  
Adopted: April 28, 2015

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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Lead Sponsor: Government Operations and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Fraternal Order of Police

**Background**

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 1, 2015, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the years July 1, 2015 through June 30, 2016. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation in FY16.
5. The Government Operations and Fiscal Policy Committee considered the Agreement and made recommendations at a worksession on April 23, 2015.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve the following provisions for FY16:

1. 2.0% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2015.
2. 3.5% service increments for all eligible members.
3. Tuition assistance cap at \$135,000.
4. 3.5% longevity increments for eligible members.

The Council intends to approve the group insurance provisions as they were included in the Executive's Recommended FY16 operating budget, including a Medicare Part D Employer Group Waiver Prescription Drug Plan for Medicare-eligible retirees. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is disapproved. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.



Linda M. Lauer, Clerk of the Council

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MONTGOMERY COUNTY GOVERNMENT  
AND THE  
FRATERNAL ORDER OF POLICE, MONTGOMERY COUNTY LODGE 35, INC.**

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), agree that their collective bargaining agreement effective July 1, 2012, through June 30, 2015, is extended in full force and effect for the one-year term July 1, 2015, through June 30, 2016, subject to the amendments shown on the following pages

Please use the key below when reading this document:

- Underlining                      *Added to the existing collective bargaining agreement*
- [Single boldface brackets]      *Deleted from the existing collective bargaining agreement*
- \*       \*       \*                      *Existing language unchanged by the parties*

\*       \*       \*

**Article 17**

**Disability Leave and Injury on the Job**

\*       \*       \*

**Section B. Eligibility**

1. An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment, must be paid [the difference between normal county salary and the amount received under the worker's compensation law for the period of temporary disability. The County shall provide a supplement to the standard Worker's Compensation benefit so that the gross pay of employees is equal to eighty-five percent (85%) of his/her regular gross pay. In the event that this calculation results in net pay, after taxes, that is less than the employee's regular net pay, the supplement shall be that which is required to provide 100 percent of original gross pay] full salary continuation in the form of disability leave. Gross pay shall not be modified for purposes of calculating final or final average earnings for retirement purposes. This section shall not adversely affect any other calculation or benefit. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the chief administrative officer.

\*       \*       \*

## Article 24

### Insurance Coverage and Premiums

\* \* \*

*Section C. Prescription Drug Plan.* Effective January 1, 2009, the County shall provide prescription plans (Prescription Drug Plan - \$5/\$10 co-pays and Modified Prescription Drug Plan Option - \$10/\$20/\$35 co-pays with a \$50 deductible) for all active employees. Employees who select the Modified Plan Option shall pay 20% of the cost of the Modified Prescription Drug Plan Option. The Employer shall pay the remaining 80% of the Modified Prescription Drug Plan Option. For employees who select the Prescription Drug Plan, the employer shall pay 80% of the total premium cost of the Modified Prescription Drug Plan Option and the employee shall pay the remainder of the prescription drug plan premium.

Effective January 1, 2016, or as soon as administratively practical thereafter, both prescription plans shall include the following PBM programs:

1. Generic Step Therapy – Requires the use of cost-effective generic alternatives within the same therapeutic class, as first line therapy before brand name prescriptions are covered.
2. Specialty Pharmacy Guideline Management – To support appropriate utilization for specialty medications and help ensure the member meets sophisticated and robust criteria before a first dispense, that they experience expected therapeutic outcomes while on therapy, and discontinue unsafe or ineffective therapy.
3. Advanced Control Specialty Formulary – To promote cost effective care for members utilizing specialty medications by encouraging utilization of clinically appropriate and lowest next cost medications with the following therapy classes: Auto-Immune, Multiple Sclerosis and infertility. This program only applies to new therapies. Existing utilization is grandfathered.
4. Pharmacy Advisor Counseling at CVS retail – To provide available assistance designed to improve members health through one-on-one pharmacist counseling (face to face and by phone), tailored messaging, and coordination with health care providers at the most critical points in therapy.
5. Pre-Authorization for Compound Prescriptions – Compound prescriptions will require prior authorization by the Pharmacy Benefit Manager for any compounded claim with a single ingredient cost exceeding \$300.

\* \* \*

*Section N.1. Optional Term Life Insurance.* Effective July 1, 1999, employees may purchase group life insurance in amounts equal to one, two or three times salary provided they pay 100% of the premiums. This benefit shall carry into retirement [to age 70] at the members election. At age 70, the face value of the policy reduces to 50% of the original face value. At age 75, the face value of the policy reduces to 25% of original face value. The member can purchase the amount of the reductions on an individual policy as long as amount does not exceed the original face value. There shall be no pre-qualification for those who elect this insurance during initial implementation or initial employment. Thereafter, a medical examination and/or medical questionnaire may be required. Eligibility shall be extended to all employees who were in the bargaining unit as of January 1, 1999.

\* \* \*

**Section T. Group Insurance Program Changes**

1. Dependent Life Insurance. [Add additional dependent] Dependent life insurance options may be elected by [for] bargaining unit employees [of] in the following increments:

\$2,000 spouse; \$1,000 child to age 26

\$4,000 spouse; \$2,000 child to age [21; \$100 newborn under age 6 months] 26

\$10,000 spouse; \$5,000 child to age [21; \$100 newborn under age 6 months] 26

These additional options will be offered on an employee pay all basis.

\* \* \*

**Article 25**

**Transfers**

\* \* \*

**Section F. Filling of Vacancies.**

1. Department directive 325, dated July 1, 1997, or its successor, as agreed by the parties, shall remain in effect to the extent it deals with negotiable terms and conditions of employment. (See Side Letter dated January 15, 2015.)
2. All members of the selection committee must review and sign the recommendation.
3. Subsequent to the selection, any unit member applicant shall have the right to review the recommendation committee memo upon request.

The County will provide information consistent with the arbitration award February 2, 2007.

**Section G. Reserved [Work Group on Training and Selection Procedures.** The parties agree to establish a joint committee for the purpose of providing appropriate training and selection guidance in the filling of vacancies through procedures provided under departmental directive 325. [See Side Letters:]]

\* \* \*

**Article 31**

**Reopener**

\* \* \*

**Section C. Exercise of Management Rights. These article sections are subject to Bill 18-11 and the PLRA. Should any of the provisions in these articles conflict with the PLRA and Bill 18-11, or any other law, the law shall prevail.**

1. In the event the Employer considers any exercise of a management right listed in Article 42 and the parties are unable to agree as to the effects on employees of the Employer exercise of such rights, all provisions of this agreement shall be reopened for negotiations at the request of either party on or after November 1, 2004.
2. If, after negotiations, the parties are unable to agree, impasse may be declared by either party. Within 10 days of impasse, the parties shall select an impasse neutral either by agreement or through the process of the American Arbitration Association. Within 60 days thereafter, the dispute shall be resolved pursuant to the impasse

procedures (excluding dates) of Chapter 33, Section 33-81(b) of the Montgomery County Code. Within 10 days after submission of all evidence, the impasse neutral shall select, as a whole, the more reasonable, in the impasse neutral's judgment, of the final offers submitted by the parties. The impasse neutral may take into account only those factors listed in Chapter 33-81(b)(5) of the Montgomery County Code. (See Ground Rules, Addendum, 2004-2005, attached as Appendix T.)

\* \* \*

Section D. These article sections are subject to Bill 18-11 and the PLRA. Should any of the provisions in these articles conflict with the PLRA and Bill 18-11, or any other law, the law shall prevail.

1. The Parties have agreed on amendments to the Police Labor Relations Law as identified under Article 68 to be submitted to the County Council for the purpose of amending Chapter 33, Sections 33-81 and 33-82 of the Montgomery County Code.
2. If the parties agree that the substance of the agreed upon amendments have been enacted into law, Sections C, D, and E will be null and void upon the effective date of the enacted law.

\* \* \*

Section E. These article sections are subject to Bill 18-11 and the PLRA. Should any of the provisions in these articles conflict with the PLRA and Bill 18-11, or any other law, the law shall prevail.

Should a party make any challenge to the legality of Sections C or D of this Article in any forum, the other party may choose to have the contract expire on June 30, 2005.

\* \* \*

*Section G. Reopener Matters.*

1. On or before September 1, [2013] 2015, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, [2013] 2015.
2. On or before March 2, [2014] 2016, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be March 31, [2014] 2016.
- [3. On or before September 1, 2014, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30, 2014. ]

The parties will schedule arbitrators for all three reopener sessions by no later than July 15, [2013] 2015. If no issues determined to be subject to bargaining are pending for a particular reopener session, the scheduled arbitrator will be cancelled by the arbitrator's cancellation date.

Any issues subsequently determined to be subject to bargaining will be bargained and, if necessary, taken to arbitration, during the next reopener.

\* \* \*

### Article 36

#### Wages

**Section A. Wages.** Effective July 1, 2007, the salary schedule shall be increased by adding \$3,151 at Step 0, Year 1 with increments and promotions for all other steps and pay grades calculated from the new Step 0, Year 1 basis. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increases upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% PO II and PO III; 5% between PO III and MPO; 10% between MPO and Sergeant; and, subject to Section D, *infra*, 5% between POC and POI.

The four and one-quarter (4.25) percent wage increase scheduled to take effect in the first full pay period following July 1, 2009 shall be postponed, and shall not be effective during fiscal year 2010, 2011, 2012 2013, 2014, and 2015. Salary-based benefits shall not be diminished as a result of the postponement, and such benefits will be calculated as if the postponed wage increase had been received as scheduled. (Appendix T)

The County agrees to pay a \$2,000 lump sum payment in FY2013 to employees who are actively employed by the County on that date. This payment will be made in one lump sum, by separate payment, at the conclusion of the first full pay period of FY2013. Employees who are unpaid leave and return to work during FY2013 shall receive the \$2,000 lump sum on their date of return to the workforce and will receive their payment by separate payment following their return to active employment with the County. The lump sum payment is considered regular earnings for income, withholding, and employment tax purposes. The payment will not be added to the employees' base salary. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment.

Effective the first full pay period after July 1, 2013, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2014.

Effective the first full pay period following July 1, 2014, each unit member shall receive a wage increase of two and one-tenth percent (2.1%). Each unit member whose service increment was deferred during FY2011, FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 1.75% effective the first full pay period following February 1, 2015.

Effective the first full pay period following July 1, 2015, each unit member shall receive a wage increase of two percent (2.0%).

\* \* \*

### Article 47

#### Duration of Contract

[This agreement shall become effective on July 1, 2012, and terminate on June 30, 2015.] The duration of this agreement shall be one year, become effective July 1, 2015, and terminate June 30, 2016.

**Article 51**

**Personnel Files**

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*Section B. Custody and Review*

- 1. The Office of Human Resources Personnel Office shall maintain the official personnel file for each County employee.

\* \* \*

- 7. To preserve confidentiality and protect the privacy of employees, access to an employee's personnel records shall be restricted to the following:

\* \* \*

g. Members of a Recommendations Committee when an employee has applied for a position vacancy announcement (Limited to performance evaluations, letters of commendation, awards and training documents for bargaining unit members assigned to Recommendations Committee).

\* \* \*

- 11. Restricted Duty Unit files shall be maintained in the Police [Personnel] Health and Wellness Division. Restricted Duty Unit files shall be destroyed after twelve months have elapsed since the employee returned to full duty, except RDU tracking forms shall be transferred to the department unit/operating file and the official personnel file.

*Section C. Contents*

\* \* \*

- 3. Employee files held by a department shall contain documents necessary for program operations limited to:

\* \* \*

f. Copies of performance evaluations including supporting documentation [and the Annual Skills Inventory and Career Development forms,] limited to five years. (See Side Letter.)

\* \* \*

k. Copies of transfer notices for past five years (indicating only effective date, present assignment, future assignment and authorizing signature(s)).

\* \* \*

**Article 57**

**Retirement**

\* \* \*

*Section N. [Reserved] Line of Duty Death Benefit for Unit Members in Proficiency Grades*

All salary and pay based benefits and compensation paid on account of the line-of-duty death of a bargaining unit member holding the rank of POC, PO I, PO II, or PO III shall be based on the pay of a PO III with the same years of service but not less than Pay Grade P4, Step 5.

\* \* \*

## Article 61

### Directives and Administrative Procedures

This agreement has been negotiated in the manner set forth in the Preamble.

*[Section A. Procedures for Review of Directives.* Prior to forwarding proposed changes to directives, rules, and procedures to the FOP, the employer shall make a good faith effort to assign one of the categories listed below, Section B-D, to the draft. Draft copies of proposed changes to directives, rules, and procedures with the previously referenced designation shall be forwarded to the Union along with a copy of the current directive, rule or procedure (if applicable). All changes shall be identified in the draft document. Each party shall, in writing, designate one representative to send and receive all documents specifically related to the Police Department required under this article. Each party shall, in writing, designate one representative to send and receive all documents not specifically related to the Police Department required under this article.

*Section B. Changes to directives, rules and procedures which are a mandatory subject of bargaining.* Negotiable matters pertaining to administrative procedures, department directives, and rules referenced in this agreement (including those that are part of any appendices) or are otherwise a mandatory subject of bargaining are subject to addition, change, amendment or modification, only after specific notice is provided to the other party with an opportunity to bargain, if both parties agree to bargain, and after the parties reach agreement. If no agreement is reached, the addition, change, amendment or modification shall not be implemented.

*Section C. Changes to directives, rules and procedures involving the exercise of a management right.* If the change, or a portion thereof, to the administrative procedure, department directive, or rule involves the effects on employees of the exercise of a management right as enumerated in Article 42 §A, it will be proposed by either party for bargaining. Thereafter, the parties shall engage in bargaining only over the effects of the exercise of employer rights in accordance with the Montgomery County Code.

*Section D. Changes to directives, rules and procedures involving a procedural matter which is neither a mandatory subject of bargaining nor triggers bargaining over the effects of the exercise of employer rights.* After transmittal of the administrative procedure, department directive, or rule to the FOP involving a procedural matter which is neither a mandatory subject of bargaining nor triggers bargaining over the effects of the exercise of employer rights, the Union shall notify the employer of any comments for consideration by the employer, the Union has regarding the draft document within twenty-one (21) days. If the FOP does not respond, the employer shall follow-up in writing to the FOP.

*Section E.* In the event the FOP receives a draft administrative procedure, department directive, or rule and disagrees with the categorization applied by the employer, the FOP shall notify the employer within ten (10) business days. If the FOP does not respond, the employer shall follow-up in writing to the FOP. If the FOP does not respond within ten (10) business days of the follow-up, such failure to respond shall indicate agreement by the FOP to the categorization, but not the substance, of the administrative procedure, department directive, or rule. In the event the parties are unable to agree on the categorization of a directive, the matter may be resolved in accordance to the provisions of the Police Labor Relations Act (PLRA).]

*Section A.* Prior to implementing new directives or rules, or proposed changes or amendments to directives or rules, the Employer shall notify the FOP. The Employer shall give the FOP notice of new, changed or amended directives or rules by email no less than thirty (30) working days before implementation. The Employer shall forward draft copies of proposed new, change or amended directives or rules to the FOP along with a copy of the current directive(s), or rule (if applicable).

Any new directive or rule and all changes or amendments shall be identified in the draft document.

Within in ten (10) working days after the Employer emails notice to the FOP, the FOP may email comments to the Employer and/or request a meeting with the Employer to discuss the changes. The Employer shall meet with the FOP within five (5) working days of the FOP's emailed request. Any comments shall include identification of those specific provisions of the new directive or rule (or the change or amendment to the directive or rule) that the FOP wishes to discuss.

Each party shall, in writing, designate one representative to email notices as described in Sections A and B.

Section B. The FOP may demand to bargain a provision of a new directive or rule or a change or amendment to a directive or rule. The demand shall be emailed to the Employer within fifteen (15) working days after the Employer emails notice to the FOP and shall include identification of the specific provision(s) of the new directive or rule (or the change or amendment to the directive or rule) that the FOP demands to bargain as a mandatory subject of bargaining. The Employer shall then proceed as follows.

1. If the Employer agrees that the provision is subject to bargaining, then the Employer shall email the FOP its decision to bargain within five (5) working days of the FOP's demand to bargain and enter into collective bargaining with the FOP over that provision within five (5) working days. If the parties cannot reach agreement, the matter shall be bargained at the earlier of either the next term negotiation [per MCC §33-80(d)] or next Article 31, §G reopener date.
2. If the Employer does not agree that the provision is subject to bargaining, the Employer shall email the FOP that decision within five (5) working days of the FOP's demand to bargain and the parties shall jointly seek a negotiability determination from the Permanent Umpire within five (5) working days. The parties shall request that the Permanent Umpire issue the decision within thirty (30) calendar days. If found bargainable, the parties shall begin bargaining within five (5) working days of the Permanent Umpire's decision. If the parties cannot reach agreement, the matter shall be bargained at the earlier of either the next term negotiation [per MCC §33-80(d)] or next Article 31, §G reopener date.

Section [F] C. Conflict. If a provision of a regulation, departmental directive or rule conflicts with a provision of the contract as described in this article, the contract prevails except where the contract provision conflicts with State law or the Police Collective Bargaining Law. A copy of the preceding sentence will be placed on the first page of each departmental directive that is issued or reissued after July 1, 2003.

Section [G] D. Presumption of Validity. It is presumed that any work rule, policy, directive, regulation, or procedure is valid unless challenged. If the validity of such a rule is challenged by the FOP, the County has the burden of establishing the validity of the rule in relation to the provisions of the Contract, the Police Labor Relations Law, and applicable State law. The County does not, however, have the burden of establishing the validity of work rules to which the FOP has expressly agreed or concurred.

Section [H] E. LEOBR Hearing Board. When in an LEOBR administrative hearing board proceeding, a unit member asserts that a County work rule, policy, directive, regulation, or procedure is invalid or inapplicable because the rule conflicts with the Contract, the County agrees that its representative will inform the administrative hearing board that it is appropriate for the board to consider the validity of the rule in relation to the Contract, before the board applies the

County's rule.

\* \* \*

## Article 65

### Automatic Vehicle Locator/Portable Radio Locator

*Section A. Automatic Vehicle Locator/Portable Radio Locator.* The Automatic Vehicle Locator (AVL) and Portable Radio Locator (PRL) [is a] are systems [which allows] that allow the [ECC] Department to identify the location of police vehicles and portable radios [which have been equipped with fixed mount computers] that are equipped with GPS tracking capabilities. This is a critical officer safety tool and will greatly enhance the safety of employees who have fixed mount computers and GPS enabled portable radios. [Employees who use "bag units" (portable computers) rather than fixed mount computers will not be required to connect to the AVL system during the term of this contract. [Side Letter: AVL data is retained for 120 days.]] It is the intent of the County to limit the data storage for AVL/PRL to 365 days. In the event that the Employer should decide to change its AVL/PRL data storage requirements, the Union will receive advance notice of this change.

*Section B. Operation.* The AVL/PRL [system does] systems do not report and store vehicle/radio locator data when the [fixed mount] computer/radio is turned off. Employees assigned vehicles equipped with fixed mount computers are not required to have their computers turned on when they are not on duty.

#### *Section C. Use of AVL/PRL Data*

1. [AVL data will not be used in, or as a basis for any disciplinary action against an employee.] The Employer may only use AVL/PRL data as a basis of discipline where the information was obtained after the Department reviewed a specific incident following:
  - a. An external complaint being filed concerning the incident (a non-police Department employee)
  - b. A pursuit;
  - c. Uses of force arising out of the incident that result in injuries to anyone;
  - d. A collision involving a police vehicle;
  - e. A non-employee's claims of injury arising out of the incident; or
  - f. The Employer's reasonable basis to suspect that the AVL/PRL data would show an officer engaged in criminal wrongdoing or serious allegations of misconduct in violation of Department rules and regulations applicable to bargaining unit members. At the time of its review, the Employer shall enter the grounds for its reasonable basis in the log described in 2 or in a related case or investigative file.
2. [AVL data will not be used in any internal investigation or administrative hearing board proceeding.] A log will be kept to record access to all AVL/PRL data. The log will include the:
  - a. Name of the employee accessing;
  - b. Reason for access;
  - c. Date data access.

*Section D. MPIA.* The County agrees that it will deny all Maryland Public Information Act (MIPA) requests for stored AVL/PRL data on the movements and location of vehicles assigned to unit members until and unless a point is reached where court decisions establish that AVL/PRL data is public information subject to release under the MIPA. The County will defend its denials of

MPIA requests for stored AVL/PRL data in the trial courts, and will continue to defend these denials in trial courts until and unless court decisions establish that AVL/PRL data is not confidential information. The County may, where appropriate, seek appellate review of court decisions ordering the release of AVL/PRL data, but is not required to do so. If the county chooses not to appeal, the employee shall have the right, as allowed by the Court, to continue the appeal at the employee's own expense.

*Section E. Summonses.* The County agrees that it will seek court protection from any subpoena or summons seeking stored AVL/PRL data on the movements and location of vehicles assigned to unit members, except for subpoenas issued by a grand jury, or a State or federal prosecutor. The County will seek protection from subpoenas and summonses in the trial courts, until and unless a point is reached where court decisions establish that AVL/PRL data is not confidential information. The County may, where appropriate, seek appellate review of court decisions ordering the release of AVL/PRL data, but the county is not required to do so. If the county chooses not to appeal, the employee shall have the right, as allowed by the court, to continue the appeal at the employee's own expense.

*Section F. Notice to the FOP.* Unless prohibited by court order, the employer shall notify the FOP upon receipt of a request for AVL/PRL data, including, but not limited to, an MPIA request, a subpoena, summons, or court order.

\* \* \*

**Article 68**

**Proposed Legislation Relating to Impasse Procedure**

*Section A.*

These article sections are subject to Bill 18-11 and the PLRA. Should any of the provisions in these articles conflict with the PLRA and Bill 18-11, or any other law, the law shall prevail.

\* \* \*

*Section B.*

These article sections are subject to Bill 18-11 and the PLRA. Should any of the provisions in these articles conflict with the PLRA and Bill 18-11, or any other law, the law shall prevail.

This Article represents the result of bargaining over a permissive subject of bargaining. Any dispute arising out of the application or interpretation of this Article is not grievable or arbitrable and may be submitted to the Permanent Umpire in accordance with Montgomery County Code Chapter 33, Section 33-82.

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**Article 70**

**[Wellness Study Committee] HEALTH AND WELLNESS**

The parties shall establish a Wellness Study Committee consisting of three Union representatives and three Employer representatives to review health and wellness issues involving unit members of the MCPD. The committee shall meet on or before July 1, 2009, and shall, upon majority vote, issue a report on June 1, 2010.

The FOP may participate in the existing County Joint Labor Management Wellness Committee. The FOP may have up to three representatives on the committee as well as one or more FOP

appointed outside consultants

**Article 71**

**Employee Benefits Committee**

1. Effective July 1, [2013] 2015, the parties shall jointly establish an Employee Benefits Committee through [December 31, 2013] October 2015 (which may include [any other employee organization] UFCW Local 1994 MCGEO and IAFF Local 1664) to study, review, and evaluate the [feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 1, 2015] changes in employee benefit administration, including but not limited to, cost share arrangements for possible implementation no later than January 1, 2017. By mutual agreement the parties may agree to being meeting prior to July 1, 2015.

\* \* \*

6. The Committee shall prepare a report of findings or recommendations for the parties regarding proposed changes in employee benefit administration no later than [December 31, 2013] October 31, 2015.

\* \* \*

**Appendix I**

*Article 30 Uniforms and Equipment*

**ISSUED CLOTHING AND EQUIPMENT**

**CATEGORY: Academy (see below listed items under ALL SWORN)**

- 1 Sweat suit outfit
- [1 Clipboard]

**CATEGORY: All Sworn**

- 1 Class A cap
- 1 [Black crew neck sweater minimum 50% wool] Black Sweater
- 1 Black [Gortex] duty jacket
- 1 Class A dress blouse
- 2 Class A tan pants
- 2 Class A tan short sleeve shirts
- 2 Class A tan long sleeve shirts
- 1 Light weight black duty jacket
- 8 Long sleeve shirts
- 8 Short sleeve shirts
- 1 Pair [Corfam] hi-gloss dress shoes
- 1 Pair black rubber boots
- 1 [Gortex long black raincoat] Reversible hi-visual, waterproof, long black raincoat
- 1 Class A cap rain cover
- [3]2 Black clip on ties
- 8 Black Trousers
- 1 [Black knit watch cap] Winter knit hat w/county cloth badge
- 1 Black baseball style cap w/county cloth badge
- 1 Shoulder microphone (subject to availability)
- 3 [9mm] Handgun magazines
- 1 Field Operations Manual

- 1 Transportation Article
- 1 Fine book
- [1 MAARS Manual]
- 1 Criminal Digest
- 1 Criminal Citation Manual

Black Leather Items:

- 1 Pair black leather boots
- 4 Black belt keepers
- 2 Black "D" rings
- 1 Black handcuff case
- 1 Black [9mm] Handgun holster
- 1 Black rechargeable flashlight ring holder
- 1 Black "Sam Browne" [black] belt
- 1 Black synthetic outer duty belt
- 1 Velcro inner belt
- 1 Black shoulder strap
- 1 Black double handgun magazine [9mm] holder
- 1 Black OC holder
- 1 Black leather ASP holder
- 1 Black identification case
- 1 Black key keeper
- 1 Black leather cut resistant gloves
- 1 Black Garrison belt (Honor Guard + Admin)

CATEGORY: All Sworn (continued)

Serialized Equipment:

- 1 Flashlight: black metal, rechargeable, w/ additional batteries and use as protective instrument [NI-CAD battery/ "MagLite" ]
- 1 Bullet proof vest
- 1 Bullet proof vest black [winter] outer carrier
- 2 Bullet proof vest [summer] inner carriers
- 1 pair handcuffs
- 1 9mm semi-automatic handgun gun plus ammunition
- 1 Portable radio
- 1 Long gun

Other:

- 1 [Black] Plastic battery operated flashlight
- [1 100 foot measuring tape]
- 1 County brass Police badge
- 2 Maryland seal collar pins; class A
- 1 County street map
- 1 Equipment bag
- 1 Fingerprint kit
- 1 First aid kit and bag
- 1 Gas mask with carrier bag
- 1 Class A hat brass badge

- 1 Brass marksman badge
- [1]2 Brass name plates
- [1]2 Brass name plate "serving since" pins
- 2 Velcro nameplates
- [1] 2 Pair white cotton gloves
- 2 Plastic handcuffs (flex cuffs)
- 1 Portable radio holder
- 1 Riot Ballistic helmet with face shield
- 1 Orange Hi-Vis/reflective traffic vest
- 1 Traffic template
- 1 Traffic orange wand (flashlight attachment)
- [1]2 Plastic whistle
- 1 Collapsible ASP
- 1 OC Spray
- 1 Black [nylon] "rubber glove" pouch

CATEGORY: Tactical

- 1 .45 cal. Semi-automatic [(Para Ordinance)] handgun and ammunition
- 1 Pair summer boots with vibram soles
- 1 Pair winter boots with vibram soles
- 1 [Maglight] Flashlight/mini-laser product light
- 1 Black modular holster for .45 cal. Handgun
- 1 Pair binoculars
- 8 Sets of black uniforms/1 set camouflage uniform
- 4 Green combat uniform sets
- 1 Tactical/ballistic vest with pouches
- 1 USAF flight jacket
- 1 Black Velcro Sam Browne belt
- 1 Tactical equipment bag
- 1 Ballistic helmet; tactical
- 1 Set hardware & harness for repelling (including figure eight ring/carbineer)
- 1 Set [Gortex] windproof/waterproof cold weather outerwear (jacket & pants)
- 1 .308 counter sniper rifle
- [1 Fully automatic sub-machine gun; H&K MP5 SMG (9mm)]
- 1 Fully automatic M-4 carbine With holographic sight, infrared/white weapon light, infrared aiming laser magazines and ammunition
- 1 Portable radio headset with ear/mouth piece, ptt (push to talk)
- [1]2 Diversionary device
- 1 Set each elbow/knee pads
- 1 Pair padded/tactical gloves
- 1 Fire retardant jumpsuit (Nomex)
- 1 Pair fire retardant gloves
- 1 Remington 870 Breaching Shotgun
- 1 UTM Simunition bolt
- 1 Simunition Face mask
- 1 Binocular IR night vision goggle
- 1 Taser
- 2 IR reflective call sign patches

1 Gas mask with voice emitter

## CATEGORY: Canine

- 1 Tracking lead
- 1 Street lead
- 1 Tracking harness
- 1 Agitation harness
- 2 Reward balls (toys)
- 1 Remote training collar (e-collar)
- 1 K9 training bite sleeve
- [1 9mm automatic gun (92F) plus ammo]
- 1 Pair black summer boots
- 1 Pair black winter boots
- 1 Concrete slab and chain link kennel
- [1]2 Dog choke chain
- 1 Pinch collar
- 1 Flat collar
- 1 Dog food pan
- 1 Heated water bowl
- 1 Kennel tarp
- 1 Dog house
- 1 Dog muzzle
- 1 Dog water bucket
- 1 Grooming brush and rake
- 1 [Black low rider nylon holster] Safariland ALS Level III tactical holster
- 1 Surfire X Series gunlight w/pressure mounted grip switch
- 1 Black nylon Velcro gear belt with magazine holder and all other necessary attachments
- [2]1 Training leads
- 8 Sets of black BDU uniforms of rip stop material; with short sleeve and long sleeve shirts
- 1 Black Surefire mini-flashlight with charger/6 rechargeable
- 1 Black [Gortex] windproof/waterproof rain suit (jacket and pants)
- 1 Radio [headset] earpiece for [saber] portable radio
- 2 Tactical tracking gloves
- 1 Protective eye wear
- 25 Cloth name tags for uniform shirts
- 25 Cloth badges for uniform shirts & jackets

## CATEGORY: Traffic

- 1 Black leather motor jacket
- 1 Motor helmet with ear muffs
- 1 [Pair gauntlets/mittens not gloves] Heated clothing (1 pair pants, 1 jacket liner, 1 pair gloves, 1 pair socks and thermostat)
- 1 Pair motor boots
- 1 Pair safety glasses
- 8 Pairs riding britches
- [1 Neck gator]

1 Rain coat/suit and pants

Note: Putts may be worn, but will not be issued.

CATEGORY: Detective

1 Detective badge

1 Badge belt clip

1 Black leather pancake holster

1 Single black leather magazine holder

1 Jumpsuit with cloth badge

CATEGORY: Mountain Bike (See below for "specification sheet" Brand names may be substituted for equal/greater quality items.)

1 (Per assigned officer), [Trek USA Police model 8000] Black Mountain bike

1 Black [Vetta] rack [#01-610]

1 Black [Jadd] police bag

1 Black bicycle bell

1 Black [Vista] rear light/red lens

1 [Mt. Zefal] black fenders

1 Rear mount kickstand

1 Black water bottle racks

1 [Niterider] light system

1 Black [Giro] helmet with white "POLICE" logo

1 Black [Trek] derailleur guard

1 Repair kit: to include Slime tube 26 X 1.90 and three (3) plastic tire levers

1 Black [Trek] water bottle

1 Pair [Oakley] protective sunglasses "511" Tactical aileron shield ballistic glasses [{"M" frame-gray}]

1 [Avocet] saddle, [Gelflex M30]

1 [Mt.Zefal "Plus"] bike mounted pump

1 Cable bike lock

[1 Pair Smith & Wesson ankle cuffs]

1 [Gortex Windproof/waterproof Fall/Winter foul weather suit (to include: 1 [Gortex] windproof/waterproof pants and jacket, cycle vest, [1 zip off Bolero Ultrex, and Ultrex pants])]

2 Black BDU long pants

5 Pairs black bike short pants

5 Polo shirts

[1 Pair Nike bike shoes]

PART TIME BIKE RIDERS/BICYCLE:

1 Helmet

1 BDU

2 Shorts

2 Shirts

CATEGORY: SAT

- 1 Portable radio ear phone set per person (subject to availability)

**CATEGORY: COMMUNITY [OUTREACH] SERVICES**

- 1 Black [leather pancake 9mm] concealment holster
- 1 Black [leather] single 9mm magazine and handcuff case

**[CATEGORY: PAGERS**

The following units/officers receive one (1) pager per person:

- Special Assignment Teams
- Special Investigations Division
- Detective Sections
- TEAM
- Alcohol Enforcement
- Hostage Negotiations
- Technical Services
- Internal Affairs
- Fugitive Squad
- Traffic MPOs
- DARE
- School Safety
- Community Outreach
- Community Policing Coordinators
- Gang Coordinators
- Administrative Officers]

**CATEGORY: Special Clothing/Safety Equipment**

e.g. Technical services masks, breathing apparatus, first aid kits, black winter boots, black summer boots.

**[CATEGORY: Other Specialized Units/BLACK UNIFORMS**

- 2 sets – Alcohol Enforcement Unit (AEU), Truck Inspectors
- 4 sets – Academy staff
- 8 sets – Technical Services, AAU Tow Truck Supervisor]

**CATEGORY: Other Specialized Units/GREY UNIFORMS**

- 4 sets – Range instructors

**CATEGORY: OTHER**

- 2 MPO insignia pins
- 2 PO3 insignia pins
- [2]3** Black Turtleneck shirts

Exceptions to turtleneck:

1. Office of the Chief
  2. Court Liaison
-

- 3. ISB except: Forensic Services Section
- 4. MSB except:
  - a. Fleet Coordinator
  - b. Abandoned Motor Vehicle
  - c. Academy

NOTES:

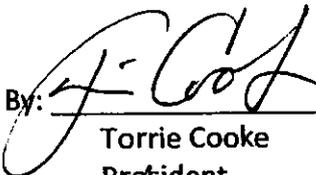
- 1. Officers who bought their own black sweaters can continue to wear them.
- 2. Trousers must have "utility" pockets
- [3. Where "Gortex" is specified, an equivalent may be issued.
- 4. Where Safety Committee recommends and parties agree, other substitutions may be made.]

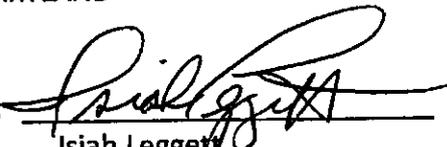
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IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this \_\_\_ day of March 2015.

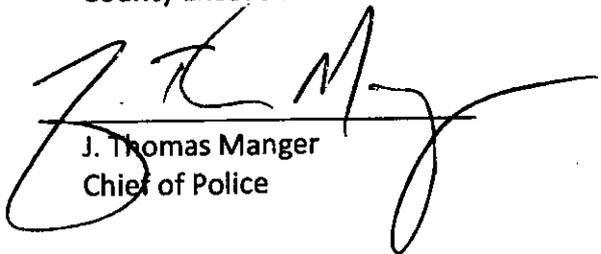
FRATERNAL ORDER OF POLICE,  
MONTGOMERY COUNTY LODGE 35

MONTGOMERY COUNTY,  
MARYLAND

By:   
 \_\_\_\_\_  
 Torrie Cooke  
 President

By:   
 \_\_\_\_\_  
 Isiah Leggett  
 County Executive

  
 \_\_\_\_\_  
 Marc Zifcak  
 Chief Negotiator

  
 \_\_\_\_\_  
 J. Thomas Manger  
 Chief of Police

  
 \_\_\_\_\_  
 Approved for form and legality  
 County Attorney

**Tentative Agreement**  
**2014 FOP Negotiations**  
**Mediation**  
**1/15/15**  
**9:00 p.m.**

**Position Vacancy Side Letter Agreement**

The parties agree that the following terms will apply when an employee applies for, and is selected for a position vacancy. The following is the procedure for position vacancies:

- The Employer will provide instructions on how to apply for position vacancies in each position vacancy announcement.
- The employer will provide a receipt indicating the date and time for each application received for a position vacancy. The receipt will be provided to each respective applicant.
- Applications submitted after the closing date will not be accepted.
- The selected applicant, for each position vacancy, will be notified by the recommendations committee, or designee, following the selection made by the Bureau Chief.

The parties agree that the following terms will apply when an employee elects to rescind a transfer request:

- An officer seeking a permanent transfer (not including a position vacancy announcement) may also rescind the transfer request by submitting a memorandum, or via email, through their chain of command to their Bureau Chief.

For the County

*William F. Scott*  
1-15-15

For the Union

*J. L. [Signature]*  
1/15/15

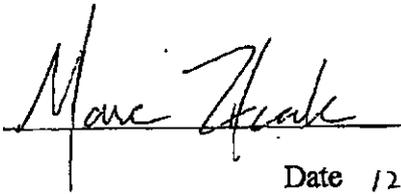
**Article 51 Side Letter Agreement**

**Tentative Agreement**

The parties agree that the following terms will apply when an employee wants to review their personnel file and when the employer purges a member's personnel file. This side letter applies exclusively to personnel files stored at the Police Personnel Division.

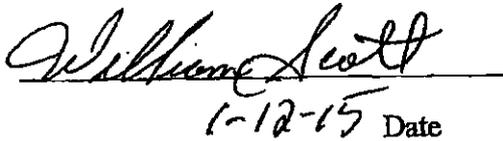
1. Officers should call ahead or make an appointment to review their department held personnel file. Officers who do not make an appointment may have to wait while the file is obtained. Any documents purged from the file prior to producing it to the requesting officer shall be provided contemporaneously with the file for review.
2. The Police Personnel Division will notify, via e-mail, an employee of documents being removed from their main Department personnel file (maintained by Police Personnel). By email message, police employees must elect how to receive their purged documents (in person or via interoffice mail) or instruct the Personnel Division to shred the documents.
3. Police employees choosing to pick up purged documents from Police Personnel must do so within 14 calendar days of receiving the email from the Personnel Division. If the purged documents are not retrieved by the employee within 14 calendar days, or if there is no email response to the original purge notice, then all purged documents will be sent to the employee via interoffice mail.

For the FOP



Date 12 January 2015

For the Employer



1-12-15 Date

**Memorandum of Understanding between  
Fraternal Order of Police Montgomery County Lodge 35, Inc. and  
The Montgomery County Government  
Montgomery County Maryland  
For July 1, 2015 to June 30, 2016**

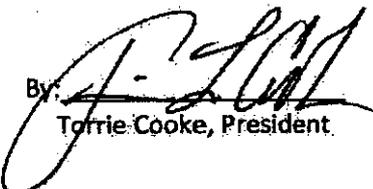
This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2014 through January, 2015.

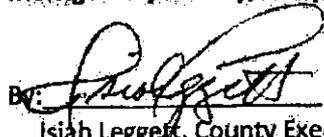
1. The parties acknowledge that the health, prescription and retirement benefits currently being provided by the Employer pursuant to previous County Council action are inconsistent with the provisions of the Collective Bargaining Agreement.
2. The parties agree that, notwithstanding the CBA language, the Employer will seek, for the FY 16 recommended budget, funding for those benefits at the level set by Montgomery County Council Resolution No. 17-149, Bill 11-11, and Montgomery County Council Resolution No. 17-1111.
3. This agreement does not affect or alter the positions or rights of the parties in regards to these benefits. The FOP agrees that they will not file a prohibited practice charge referencing the funding of these benefits, identified in paragraph one, in the FY 16 recommended budget.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_ day of January, 2015.

**Fraternal Order of Police, Lodge 35, Inc.:**

**Montgomery County, Maryland:**

By:  \_\_\_\_\_  
Torrie Cooke, President Date 1/15/15

By:  \_\_\_\_\_  
Isiah Leggett, County Executive Date Jan 20, 2015

By: \_\_\_\_\_  
Marc Zifcak, Chief Negotiator Date

Approved as to form and legality  
Office of the County Attorney

By:  \_\_\_\_\_  
Date 1/15/15