

## MEMORANDUM

TO: Government Operations and Fiscal Policy Committee

FROM: Robert H. Drummer, Senior Legislative Attorney 

SUBJECT: **Action:** Collective Bargaining Agreements

This is the second worksession to review the amendments to the County's collective bargaining agreements with the Municipal and County Government Employees Organization (MCGEO), representing County employees who are in the OPT and SLT bargaining units, the Fraternal Order of Police (FOP), representing members of the police bargaining unit, and the International Association of Fire Fighters (IAFF), representing fire and rescue employees. The Agreements are attached to the first worksession packet.

### Background

Each of these agreements resulted from negotiations between the County Executive and the respective union. The Executive transmitted each of these agreements to the Council for review on April 4, 2012. The Executive recommended funding all of the economic provisions in the collective bargaining agreements in his FY13 Recommended Budget. The Council has the final authority to approve, reject, or modify each economic provision in the collective bargaining agreements. Each of these agreements is subject to the Council review process described in the packet for the first worksession.

### Collective Bargaining Agreements

The OMB Fiscal Impact Statement for these Agreements is at ©1. A chart showing the provisions in each Agreement that requires Council approval for FY13 is at ©2. These provisions are described below.

- (1) **General Wage Adjustment:** Each collective bargaining agreement contains a \$2000 lump sum payment for each full-time employee for FY13, pro-rated for part-time employees, payable on the first pay period of the fiscal year. **The FY13 cost for the lump sum payments is: 1) \$2,399,626 for the FOP; 2) \$10,134,697 for MCGEO; and 3) \$2,304,283 for the IAFF.** The lump sum would not be included in the employee's base salary and would not be a recurring cost in future years.

There have been no general wage adjustments (GWAs or COLAs) for County employees for 3 years, FY10-FY12, due to the County's severe fiscal challenges. In fact, the Council

rejected negotiated general wage adjustments in FY10 and FY11. A \$2000 lump sum for all bargaining unit employees is a reasonable commitment based upon the County's limited fiscal recovery. Although spreading out the payments over the entire year would avoid paying employees who do not stay throughout the year, it would also require barely noticeable amounts each pay period.

**Council recommendation:** approve the negotiated lump sum in each Agreement.

- (2) **Service Increments:** None of the agreements provide a general service increment in FY13 for any employees who are below the top of their grade. This would be the third consecutive year that employees did not receive a service increment. However, each agreement provides a 3.5% longevity increment for those employees who reached 20 years of service during the last 2 years (when no service increments were paid) or during FY13. The IAFF Agreement includes a second longevity step increase of 3.5% for employees who reached 28 years of service in the last 2 years or during FY13. These longevity step increases would be added to the employee's base salary and therefore become a recurring cost in future years. The longevity step increase would also result in a corresponding increase in the County's required contribution to fund their retirement plans. **For FY13, OMB estimated the longevity increments to cost: 1) FOP \$182,258; 2) MCGEO \$355,534; and 3) IAFF \$221,719 for 20 years and \$89,515 for 28 years.** Including non-represented employees, OMB estimated that 491 out of 9035 County employees (5.4%) would be eligible for this longevity step increase in the Executive's FY13 Recommended Budget.

If the County does not have the revenue to fully fund service increments for all employees, is it reasonable to provide these service increments only to those employees who are the highest paid employees in each grade? The 3 County unions represent a total of 7157 County employees. Only 441 or 6.2% of these employees are eligible for the longevity step increases in the Agreements. The Agreements would earmark all of the money spent on service increments this year for these 441 employees who are all at the top of their respective salary grades. Each of these 441 employees is already eligible for a defined benefit retirement pension when they retire. Each of these 441 employees was a recipient of generous annual raises when the County was enjoying record high revenues. Each of these 441 employees would receive a 3.5% step increase added to their base salary plus the \$2000 lump sum that is not added to the base salary. An employee who was hired in the last 3 years at the bottom of a pay grade has not ever received any pay increase unless the employee was promoted to a higher position. We have received no logical explanation for this decision.

The contrasting view is that the total cost of the longevity increases is reasonable. The elected representative for each bargaining unit negotiated this provision on behalf of all of their members. The Agreement was ratified by the union membership. If the newer employees who remain stuck at the bottom of their pay grade after this decision are upset by this decision, they should look to their union leadership for relief in future bargaining sessions.

**Council staff recommendation:** approve the negotiated longevity raises because they are affordable and they were negotiated.

- (3) **Tuition Assistance:** The Council approved suspending the tuition assistance program in FY11 for all employees when it adopted the FY11 Operating Budget.
- A. The Executive agreed with the FOP to reinstate the tuition assistance program with a cost cap of \$135,000 for FY12. The Council approved funding for FOP tuition assistance in the FY12 budget. The FOP Agreement provides that tuition assistance would be available for FOP members in FY13. OHR believes the \$135,000 cap in FY12 applies to FY13 as well. The FOP believes there is no cap for FY13 in the Agreement, but supports the \$135,000 cap in FY13.<sup>1</sup>
  - B. The IAFF Agreement provides for a cap of \$1830 per bargaining unit member for FY13, but does not indicate if the program will be reinstated in FY13. The IAFF believes the Agreement requires the County to reinstate the program; OHR disagrees.
  - C. The MCGEO Agreement clearly suspends tuition assistance in FY13.

The Executive sent a budget amendment to the Council last week that includes an additional \$300,000 for tuition assistance to resolve inequities in the program between employees. None of this money is earmarked for either the IAFF or MCGEO, but members of both unions would be eligible to use an undefined portion of this money.

**Council recommendation:** approve tuition assistance in the FOP with the \$135,000 cap and tuition assistance for the IAFF without a cap. Tuition assistance is suspended in FY13 in the MCGEO Agreement.

- (4) **FOP Agreement – Organ Donor Leave:** The FOP Agreement allows bargaining unit members to use additional paid leave to serve as an organ donor. An employee would be entitled to receive up to 7 days to serve as a bone marrow donor and up to 30 days to serve as an organ donor. In 2000, the General Assembly enacted a law providing organ donor leave for State government employees, now codified at Md. Code State Personnel and Pensions Art. §9-1106. The federal Organ Donor Leave Act, enacted in 1999, provides additional leave for a federal government employee who serves as an organ donor. OMB was unable to estimate the fiscal impact of this change. The Council approved a similar provision in the IAFF Agreement last year.

**Council staff recommendation:** approve this provision.

- (5) **FOP Agreement – Running shoes for Academy staff:** The FOP Agreement would provide additional funds for running shoes for Academy staff. OMB estimated the cost to implement this provision at \$1425 in FY13.

**Council staff recommendation:** approve this provision.

---

<sup>1</sup> See the memo from FOP President Marc Zifcak at ©3.

- (6) **FOP Agreement – Bike shoes:** The Agreement requires the County to provide bike shoes for bicycle patrol officers less frequently. OMB estimated FY13 savings from this provision at \$7130.

**Council staff recommendation:** approve this provision.

- (7) **FOP Agreement – Motor boots for traffic officers:** The FOP Agreement requires the County to provide traffic officers with motor boots less frequently. OMB estimated FY13 savings from this provision at \$3800.

**Council staff recommendation:** approve this provision.

- (8) **FOP Agreement – Vehicle changes:** The FOP Agreement requires the County to convert unmarked K-9 officer vehicles to marked vehicles. OMB estimated that these changes would be a one-time cost of \$10,048 in FY13.

**Council staff recommendation:** approve this provision.

- (9) **IAFF ALS Special Pay:** The IAFF Agreement increases the special pay for all bargaining unit members hired after July 1, 2005 with Advanced Life Support (ALS) certification. Employees with ALS certification hired before July 1, 2005 receive a straight lump sum based upon years of service without regard to the number of hours assigned to a transport unit. Employees hired after July 1, 2005 receive a smaller lump sum and an hourly increment for each hour the employee is assigned to a transport unit. The Agreement would put all employees under the pre-2005 system where they receive a lump sum based upon years of service without regard to the number of hours assigned to a transport unit. The Council rejected an across the board increase in ALS special pay for all employees in FY11. **OMB estimated the FY13 cost of this change to the old system for new employees at \$269,751.** This would be a recurring cost in future years.

MCFRS needs additional paramedics to reduce overtime, and argues that they have had a difficult time recruiting and retaining paramedics. Neighboring jurisdictions also have a high demand for paramedics, which increases the competition for hiring individuals with this skill set.

The Fire Chief issued a General Order in March of this year, which sets minimum requirements for the amount of time an employee with paramedic certification must provide direct field service. Previously, there was no minimum amount of time an employee with a paramedic certification who is assigned to other operations would provide field services. MCFRS believes that the new assignment guidelines will help offset overtime for paramedic staffing by increasing the number of personnel providing ALS services regularly in field operations and the amount of time they provide these services. MCFRS also believes that the additional pay differential for employees hired after July 1, 2005 is an incentive for these newer employees to maintain their

paramedic certification as well as compensation for the additional training and riding responsibilities. MCFRS believes that this increased pay differential for newer employees will increase the number of personnel who acquire and maintain their ALS certification and thereby reduce the amount of overtime needed.

Out of a 269 career paramedics, 94 of them would receive additional ALS special pay if this provision is approved and funded by the Council. The \$269,751 OMB estimate for this provision includes the special pay and the corresponding increase in benefits since this special pay is included in the base salary for all purposes, including retirement. Therefore, the average increase in total compensation for these 94 employees is \$2870 per employee.

It would be possible to raise the hourly differential for newer employees to assist in recruitment and retention without abandoning the concept of paying a greater differential to those employees who actually provide ALS services in the field. However, the approach taken in the Agreement was the method negotiated by the IAFF and the Executive. It is affordable and earmarked to recruitment and retention of new ALS providers.

**Council staff recommendation:** approve this provision.

- (10) **MCGEO Agreement – Tool reimbursement for FY10 & FY11 purchases:** The MCGEO Agreement would provide for reimbursement of up to \$1500 per employee for tool purchases made by FRS mechanics in FY10 & FY11. **OMB estimates the FY13 cost to be \$22,500.**

**Council staff recommendation:** approve this provision.

- (11) **MCGEO Agreement - Classification Studies:** The MCGEO Agreement would require the County to conduct classification studies for certain positions. OMB estimates that these studies will cost approximately \$100,000.

**Council staff recommendation:** approve this provision.

### OHR Responses to Questions

Council staff sent questions to OHR Director Adler about these collective bargaining agreements on April 5. The responses from OHR are at ©4-6. A supplemental response from the Police Department concerning the contract provision governing outside employment is at ©7. OMB provided Council staff with an explanation for some of their calculations in the Fiscal Impact Statement at ©8.

<u>This packet contains:</u>	<u>Circle #</u>
OMB Fiscal Impact Statement	1
Council Decision Chart	2
Memo from FOP President Marc Zifcak	3
OHR Responses dated April 12	4
Police Department Response on Outside Employment	7
OMB FIS Calculations	8

**Municipal & County Government Employees Organization,  
United Food and Commercial Workers, Local 1994**

**Fiscal Impact Summary**

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>
5	Wages	\$2,000 Across-the-Board Lump-Sum Payment	\$10,134,697	\$0	\$0
6	Service Increments	Longevity Step Increases - Already Qualified & Newly Qualified	\$355,534	\$431,309	\$431,309
Appendix XIV		Reimbursement for Tool Purchases by Mechanics <sup>1</sup> up to	\$22,500	\$0	\$0
<b>Total Fiscal Impact</b>			<b>\$10,512,731</b>	<b>\$431,309</b>	<b>\$431,309</b>

<sup>1</sup> This is to provide a reimbursement for tools purchased between April 26, 2009, and April 26, 2010, by mechanics assigned to the Central Maintenance Garage.

**Montgomery County Career Fire Fighters Association, Inc.,  
International Association of Fire Fighters, Local 1664**

**Fiscal Impact Summary**

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>
17	Special Duty Differentials	Advanced Life Support (ALS) Differentials <sup>1</sup>	\$269,751
19	Wage Increase	LS1 Longevity Step Increases - Already Qualified & Newly Qualified	\$221,719
19	Wage Increase	LS2 Longevity Step Increases - Already Qualified & Newly Qualified	\$89,515
New		\$2,000 Across-the-Board Lump-Sum Payment	\$2,304,283
<b>Total Fiscal Impact</b>			<b>\$2,885,268</b>

<sup>1</sup> Paramedics hired after July 1, 2005, who are County-credentialed ALS Providers will receive a special pay differential equal to that paid to more senior ALS providers (0-4 years of service: \$5,830; 5-8 years of service: \$6,891; 8+ years of service: \$7,951). These ALS providers had been paid a \$3,000 differential plus an hourly differential when performing ALS work.

**Fraternal Order of Police Montgomery County Lodge 35, Inc.**

**Fiscal Impact Summary**

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY13</u>	<u>FY14</u>
6	Clothing Allowance	Running Shoes for Academy Staff <sup>1</sup>	\$1,425	\$1,425
6	Clothing Allowance	Bike Shoes for Bicycle Patrol Officers <sup>1</sup>	-\$7,130	-\$7,130
28	Service Increments	Longevity Step Increases - Already Qualified & Newly Qualified	\$182,258	\$251,876
30	Uniforms and Equipment	Motor Boots for Traffic Officers <sup>2</sup>	-\$3,800	-\$3,800
35	Vehicles	Various Changes	\$10,048	\$0
36	Wages	\$2,000 Across-the-Board Lump-Sum Payment	\$2,399,626	\$0
<b>Total Fiscal Impact</b>			<b>\$2,588,132</b>	<b>\$248,076</b>

<sup>1</sup> An annual clothing allowance of \$95 will be made available to Academy staff for the purchase of athletic shoes. Officers working full-time on bicycle patrol will be provided with a clothing allowance of \$115 for the annual purchase of bicycle shoes; officers working part-time on bicycle patrol shall receive the same allowance every three years.

<sup>2</sup> Motorcycle officers will be provided two pairs of motorcycle boots upon assignment, then one new pair every three years.

## FY13 COUNCIL DECISION CHART

### General Wage Adjustments

	Provision	Agreement	Executive's Budget	Committee Decision	Fiscal Impact
1A	FOP GWA	\$2000 lump sum	\$2000 lump sum		\$2,399,626
1B	MCGEO GWA	\$2000 lump sum	\$2000 lump sum		\$10,134,697
1C	IAFF GWA	\$2000 lump sum	\$2000 lump sum		\$2,304,283

### Service and Longevity Increments

	Provision	Agreement	Executive's Budget	Committee Decision	Fiscal Impact
2A	FOP Service Increments	0	0		\$0
2B	FOP Longevity Increments	20 years	20 years		\$182,258
2C	MCGEO Service Increments	0	0		\$0
2D	MCGEO Longevity Increments	20 years	20 years		\$355,534
2E	IAFF Service Increments	0	0		\$0
2F	IAFF Longevity Increments	20 years	20 years		\$221,719
2G	IAFF Longevity Increments	28 years	28 years		\$89,515

### Special Provisions

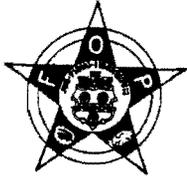
	Provision	Agreement	Executive's Budget	Committee Decision	FY13 Fiscal Impact
3A	FOP Tuition Assistance	\$135,000 cap <sup>1</sup>	\$135,000 cap		\$135,000
3B	IAFF Tuition Assistance	\$1830 per person for FY13 <sup>2</sup>	\$300,000 for all employees except FOP <sup>3</sup>		?
4	FOP Organ Donor Leave	Yes	Yes		?
5	FOP Running Shoes for Academy Staff	\$95/year	\$95/year		\$1425
6	FOP Bike shoes for Bicycle Patrol Officers	\$115/year	\$115/year		-\$7130
7	FOP Motor Boots for Traffic Officers	2 Pair plus new pair every 3d year	2 Pair plus new pair every 3d year		-\$3800
8	FOP Vehicle Changes	Convert unmarked K-9 officer vehicles to marked vehicles	Convert unmarked K-9 officer vehicles to marked vehicles		\$10,048
9	IAFF ALS Special Pay	Annual increment for all	Annual increment for all		\$269,751
10	MCGEO Tool reimbursement for FY10 & FY11 purchases	\$1500/FRS mechanic	\$1500/mechanic		\$22,500
11	MCGEO Classification Studies	Add mandatory studies	\$100,000 for consultants		\$100,000

F:\LAW\TOPICS\Collective Bargaining\13colbar\FY13 Council Decision Chart.Doc

<sup>1</sup> FOP claims that the Agreement does not cap tuition assistance for FY13, but supports this cap for FY13.

<sup>2</sup> OHR claims that the Agreement does not provide tuition assistance for FY13. IAFF claims that the Agreement provides tuition assistance without a cap.

<sup>3</sup> The Executive sent a \$300,000 budget amendment to the Council on May 3 to cover tuition assistance for all employees other than FOP members.



## Montgomery County Lodge 35, Inc.

18512 Office Park Drive  
Montgomery Village, MD 20886

---

Phone: (301) 948-4286  
Fax: (301) 590-0317

May 4, 2012

Councilmember Nancy Navarro, Chair  
Government Operations & Fiscal Policy Committee  
Stella B. Werner Council Office Building  
100 Maryland Avenue  
Rockville, Maryland 20850

Dear Chairman Navarro:

This follows statements offered by Fraternal Order of Police Lodge 35, at the May 1, 2012 Government Operations & Fiscal Policy Committee meeting. At that meeting, we indicated that the information in the Council packet was inaccurate in representing the agreement reached between the FOP and the County Executive. The vast majority of the inaccuracies apply to subjects over which the Council exercises no authority.

### **Tuition Assistance**

Police ETAP was not a subject addressed in the recent round of term negotiations between the County Executive and FOP 35. For FY 2012, the County Executive and FOP 35 agreed to seek funding for Police ETAP in the amount of \$135,000. This number was based upon a mutual examination of actual usage of qualifying tuition assistance by police officers. Although there was no negotiated change to this level in the recent round of term bargaining, the FOP agrees with the County Executive that it is an appropriate amount for FY 2013.

### **Summary Inaccuracies**

The "Summary of Proposed Labor Agreement with FOP Effective FY 2013" which begins on the page circled 82, does not accurately represent the agreement reached between FOP 35 and the County Executive on numerous matters. The FOP was not consulted and did not contribute to the preparation of this summary. While there were agreed upon substantive improvements made to the contract, there were many alterations that did not change, amend or alter its terms. Many of the changes include the incorporation of existing side agreement, settlements and awards. The Summary does not distinguish between a technical change and a substantive change. Articles 27 and 35 are riddled with changes to language that do not amount to changes in the agreement. Since these changes do not require Council action, we will not elaborate here. If a councilmember has any specific question, she or he can contact us directly.

Sincerely,

Marc B. Zifcak  
President



OFFICE OF HUMAN RESOURCES

Isiah Leggett  
County Executive

Joseph Adler  
Director

MEMORANDUM

April 12, 2012

TO: Robert Drummer, Senior Legislative Attorney  
Montgomery County Council

FROM: Joseph Adler, Director  
Office of Human Resources

SUBJECT: Questions about the FY 13 Collective Bargaining Agreements

Please find below responses to the Council's question regarding the proposed FY13 Collective Bargaining Agreements, per your email dated April 5, 2012. If further clarification is needed, please let me know.

*Question 1. In all 3 Agreements, what is the theory behind giving step increases only to those employees eligible for longevity steps? By definition, they are the highest paid employees in each grade. Do we have any statistics showing retention problems for long time employees that support this decision?*

**Executive Branch Response:** The reinstatement of longevity increases was a result of an agreement reached between the County and all of the bargaining units. It was part of the give and take during negotiations. The County is not in a financial position to be able to resume paying increments in Fiscal Year 2013 for all eligible employees. As indicated, by virtue of being at the top of the pay grade, they are the highest paid employees in their pay band. This fact also means that a \$2,000 non-base payment, measured as a percentage of salary, is proportionately smaller for them when compared against employees lower on the pay scale.

*Question 2. In the IAFF Agreement, can you confirm that the new provision for ALS special pay would pay everyone an annual lump sum (at the current differential for employees hired before July 1, 2005) without regard to how many hours the employee is assigned to a transport unit? In short, we reduced the special pay for new hires in 2005, grandfathered those already hired, and*

*now we are paying everyone the old way. OMB estimated the cost of this change at \$269,751 per year. Can you explain the theory behind this change?*

**Executive Branch Response:** This was agreed to within the context of reaching an overall agreement. In short, there will no longer be an hourly compensation component tied for the special duty differential. The change to the pre-2005 structure will serve as a recruitment and retention incentive for ALS providers. MCFRS now has the ability with an agreed upon Fire Chief's General Order to assign certified personnel to ALS units, and the proposed agreement gives the Chief flexibility to assign ALS certified bargaining unit members at all levels to ride the medic transport units.

*Question 3. Can you confirm that in the IAFF agreement, the proposed legislation making breast cancer automatically service-connected is not an agreement? You only agreed to discuss this further.*

**Executive Branch Response:** There is no proposed legislation. The possibility of the parties jointly proposing legislation to add breast cancer to the assumption list for service connected disability will be discussed within the context of the employee benefits committee. It is our understanding, however, that the recently concluded session of the Maryland General Assembly enacted legislation expanding firefighters presumption for occupational illnesses, including breast cancer, and this may supersede any collective bargaining agreement between County and IAFF.

*Question 4. Why is there no fiscal impact for re-instituting tuition assistance for the IAFF in FY13?*

**Executive Branch Response:** Tuition assistance for the IAFF has not been reinstated for FY13. The CBA was updated to reflect that, if the program were in effect, the maximum amount an employee would be eligible for would be the same amount (\$1,830) already included in the CBA for prior years. However, the program has not been funded for FY13 and, therefore, the individual maximum does not apply.

*Question 5. Please explain the Memorandum of Agreement concerning treatment for service-connected injuries in the IAFF Agreement?*

**Executive Branch Response:** The purpose of this MOU is to ensure that employees who have suffered a service connected injury receive prompt responses from the County's 3<sup>rd</sup> party administrator when requesting treatment/tests required by their treating physician. The MOU provides a mechanism for an employee to seek the assistance of the Office of Risk Management and, if necessary, the Office of the County Attorney in receiving the written approval for any necessary procedures in the event that the 3<sup>rd</sup> party administrator fails to respond within the 3 day time period required by the MOU.

*Question 6. In the FOP Agreement, can an SOFV be used to commute to and from outside employment outside of the County?*

**Executive Branch Response: No. The CBA did not expand the use of PD vehicles outside the County.**

*Question 7. In the FOP Agreement, did you agree to negotiate over the outside employment request form? Is there an agreed upon form? Doesn't the current form require approval of the Ethics Commission?*

**Executive Branch Response: Yes. We agreed to negotiate over the form, and there is an agreed upon form. FOP members will still have to seek approval of outside employment from the Ethics Commission.**

*Question 8. In the FOP Agreement, why did the Executive agree to permit outside employment (with conditions) with establishments that sell alcohol?*

**Executive Branch Response: The past practice has been to permit this type of employment with conditions. The additional conditions agreed to during recent negotiations were for officer safety to include an additional officer and they both are to be outside of the establishment in uniform.**

*Question 9. In the FOP Agreement, what is the significance of changing the PPV requirement from "residing in the County" to "domiciled in the County?"*

**Executive Branch Response: The change was to sharpen and focus the definition. Domicile is the term used most often in legal documents, cases, etc. In general, "domicile" refers a person's place of residence; a person's true, fixed, and legally recognized place of residence, especially in cases of prolonged absence that require them to prove a continuing and significant connection with the place. A "residence" means where one lives, and although it can be read as where the person permanently lives, it can also be read to mean where someone lives right now.**

*Question 10. In the MCGEO Agreement, does Section 5.1 (service increments) conflict with Section 6.8 postponing all service increments in FY13?*

**Executive Branch Response: Section 5.1 of the MCGEO agreement states that the granting of service increments is subject to the provisions of Article 6 (Service Increments). The service increment suspension language of Article 6 would be one of the provisions that is incorporated by the reference in Section 5.1.**

Response to Council Inquiry by MCPD

Date of Response: April 18, 2012

**Question presented:**

- 8. FOP outside employment in security for an establishment that sells alcohol.** The existing language in the Agreement prohibits uniform off-duty secondary employment for an establishment that distributes or sells alcohol. The new language appears to permit it with conditions. Are you saying that the past practice was to permit this secondary employment despite the prohibition in the Agreement? If so, how have the conditions for approval changed? If not, why the change?

**Response:**

This was not a "past practice" as understood in a labor context. The current F.O.P. Collective Bargaining Agreement (C.B.A.) contains a provision whereby officers can be approved to work for an establishment that dispenses or sells alcohol. C.B.A. Article 27 Section D (6). The current C.B.A., however, does not permit officers to wear the uniform nor may the officers work in the bar area where the alcoholic beverages are sold or dispensed.

The change in the new C.B.A. permits officers to wear the uniform as long as two or more officers are hired to work and are present the entire time. Officers will still be prohibited from working in the area where the alcoholic beverages are sold or dispensed. The change is intended to provide an option for increased visibility and enhanced safety which benefits the officers, the patrons of the establishment, and the public.

**Article 27 Secondary Employment (Current C.B.A.)**

**Section D. Restrictions**

6. In Montgomery County, employees will not engage in secondary employment in any capacity for any business that sells, dispenses or handles alcoholic beverages with the following exceptions: An employee may work for a store, restaurant, motel, hotel, country club or similar establishment as a security person, desk clerk, or similar capacity, provided no part of the employee's specific duties are related to or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment.

# Response to Bob Drummer's April 17, 2012 Questions

## 1. Estimated Number of Employees Receiving Lump Sum Payment

	<u>Full-Time</u>	<u>Part-Time</u>	<u>Total</u>
IAFF	1,070		1,070
FOP	1,111	8	1,119
MCGEO	4,240	728	4,968
Correctional Officers	277		277
Deputy Sheriffs	121		121
OPT	2,591	557	3,148
SLT	1,251	171	1,422

## 2. Estimated Number of Employees Receiving Longevity Steps in FY13

	<u>Already Eligible</u>	<u>Newly Eligible</u>	<u>Total</u>	<u>Average - % of Year Following Employees' Anniversary Date<sup>1</sup></u>
IAFF	55	26	81	58%
FOP	12	28	40	100%
MCGEO	101	59	160	54%
Correctional Officers	4	3	7	48%
Deputy Sheriffs	2	1	3	15%
OPT	68	45	113	58%
SLT	27	10	37	39%

The FY13 cost for people who would be already eligible but not receiving longevity in FY13 is simply the full-year cost of longevity. The FY13 cost for people who would be newly eligible in FY13 is the full-year cost prorated by the percentage of the year after the employee's anniversary date.

<sup>1</sup> Applies to employees newly eligible for a longevity step in FY13.

## 3. Estimated FY14 and FY15 Cost of FY13 Longevity Steps and ALS Special Duty Pay

<u>Description</u>	<u>FY13 Est</u>	<u>FY14 Est</u>	<u>FY15 Est</u>
Special Pay Differentials	\$269,751	\$269,751	\$269,751
LS1 Longevity Step Increases - Already Qualified & Newly Qualified	\$221,719	\$260,530	\$260,530
LS2 Longevity Step Increases - Already Qualified & Newly Qualified	\$89,515	\$98,676	\$98,676

## 4. Motor Boots and Bike Shoes Calculation

### Assumptions - Motor Boots:

42 traffic officers

\$950 per pair of boots

Estimated 20 officers will get new boots in FY12

Two existing officers leave each year, to be replaced by two new officers each year

New officers will require 1 additional pair of boots than exiting officers

Each year, one-third of officers (14 officers) will replace boots

**Current Annual Cost:**

$$20 \times \$950 = \$19,000$$

**Projected Annual Cost:**

$$14 \text{ replacement boots} \times \$950 = \$13,300$$

$$2 \text{ new officer boots} \times \$950 = \underline{\$1,900}$$

$$\text{Total annual projected cost} = \$15,200$$

$$\text{Projected - Current Cost} = \underline{\underline{-\$3,800}}$$

**Assumptions - Bike Shoes:**

55 full-time bicycle officers

124 part-time bicycle officers

\$115 per pair of bicycle shoes

Estimate all full-time and part-time officer shoes will be replaced in FY12

Each year, all full-time officers will replace shoes

Each year, one-half of part-time officers' (62 officers) will have shoes replaced

**Current Annual Cost:**

$$(55 + 124) \times \$115 = \$20,585$$

**Projected Annual Cost:**

$$55 \text{ full-time} \times \$115 = \$6,325$$

$$62 \text{ part-time} \times \$115 = \underline{\$7,130}$$

$$\text{Total annual projected cost} = \$13,455$$

$$\text{Projected - Current Cost} = \underline{\underline{-\$7,130}}$$

## 5. Explanation of Vehicle Policy Changes

The vehicle policy revised through collective bargaining is intended to allow the Department of Police to manage its fleet of assigned vehicles more effectively and efficiently. This primarily involves cost-neutral changes in policy and a redistribution of the existing fleet. The one item with a net cost to the County will be the cost to convert unmarked K-9 vehicles to marked vehicles. There are 4 unmarked K-9 vehicles that will require conversion, at an estimated cost of \$2,512 per vehicle (\$1,875 for a light bar, \$262 for decals and striping, and \$375 for labor), a total cost of \$10,048.