

Resolution No.: 19-86
Introduced: April 8, 2019
Adopted: April 30, 2019

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND**

Lead Sponsor: County Council

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, 2019, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police for the year July 1, 2019 through June 30, 2020. 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 FY20.
5. The County Council discussed the Agreement at a worksession on April 23, 2019.
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 FY2020:

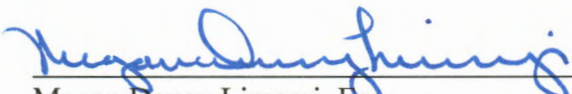
1. 3.5% service increments for all eligible members on their anniversary date.
2. An additional 3.5% service increments payable on the first full pay period following July 1, 2019 for eligible members who were eligible for a service increment in either FY2012 or FY2013 that the Council did not fund.
3. Tuition assistance cap at \$135,000.
4. 3.5% longevity increments for eligible members.
5. An additional 3.5% longevity step for eligible members after 16 years of service.
6. A \$1000 lump sum payment for eligible unit members who are not eligible for the additional service increment described in paragraph 2 or the additional longevity step described in paragraph 5 payable on the first full pay period following July 1, 2019.
7. An increase in the shoe allowance for members assigned to the Training Academy.
8. Cell phones for master police officers.

The County Council intends to reject the following provisions for FY2020:

The Council intends to reject the group insurance provisions in the agreement. The Council intends to approve the group insurance provisions as they were included in the FY2019 operating budget. To the extent that this approval is inconsistent with any provision of the collective bargaining agreement, that provision is rejected.

The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.


Megan Davey Limarzi, Esq.,
Clerk of the Council

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND THE
FRATERNAL ORDER OF POLICE,
MONTGOMERY COUNTY LODGE 35, INC

Montgomery County, Maryland (herein after *County*) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (*Union*), conducted negotiations pursuant to Section 33-75, et seq., of the Montgomery County Code for term July 1, 2019 through June 30, 2020. As a result of those negotiations, the Employer and Union agree that the Collective Bargaining Agreement shall be amended according to the terms set below.

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to the existing collective bargaining agreement</i>
[Single boldface brackets]	<i>Deleted from the existing collective bargaining agreement</i>
***	<i>Existing language unchanged by the parties</i>

Article 6

Clothing Allowance

Section C. *Shoe Allowance for Non-Uniformed Employees.* Unit members receiving a clothing allowance shall receive \$95.00 per year for shoes, to be paid as provided in §B of this Article. Bargaining unit members who are assigned physical fitness training duties at the Training Academy shall be eligible for an allowance of \$95.00 on January 1st and July 1st each year of the contract [per year] for the purchase of running shoes. This section shall not apply to members of a recruit class.

Article 15

Hours and Working Conditions

Section K. *Permanent Beat Team Work Hours.*

1. Procedure for Assignment to Permanent Midnight Shift

b. In the event the number of officers volunteering for assignment to the midnight shift is insufficient, involuntary assignments will be made based on inverse seniority beginning with the least senior [non-probationary] PO1 in the district.

f. An officer being initially assigned to a district or transferred into the district from another assignment will not be eligible for a voluntary transfer onto the midnight shift until the next fiscal quarter has passed, except when a vacancy exist, a unit member volunteers for assignment, and there is no waiting list of eligible volunteers. The initial permanent assignment of a PO1 who has successfully completed FTO may be the midnight shift.

Section V. Shift Hour Assignments in the Canine Unit.

1. Procedures for Assignment of Canine Work Hours:

b. Sergeants assigned to the canine unit will bid with other sergeants as a class for initial work days [i.e., Sunday through Wednesday or Wednesday through Saturday]. Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.

4. Coverage Units. [The practice of rotating days off every twelve (12) weeks will continue.] Rotating days off will occur every eight (8) weeks. The workweek will be divided into two (2) coverage units. [At the beginning of the shift bid interval, Coverage Unit 1 will be assigned to work Sunday through Wednesday Weekends off, coverage Unit 2 will be assigned to work Wednesday through Saturday Weekends on.] At the end of each [twelve] eight -week period, the Coverage Units will switch coverage responsibilities while maintaining shift hours. In the event that more than one sergeant and/or more than one master police officer are assigned to the canine unit, a master police officer and/or sergeant will be assigned to each coverage unit.

5. Sergeants. Sergeants will rotate with and be responsible for the supervision of their Coverage Units. When a sergeant's Coverage Unit is working the [Sunday through Wednesday] weekday schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working the [Wednesday through Saturday] schedule that includes a weekend, that sergeant will work one of the night shifts. The purpose of this rotation is to ensure that sergeants have the ability to work with, and directly observe all officers under their supervision. Whenever practicable, flexible scheduling shall be allowed for sergeants, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

6. Miscellaneous

a. The parties of consecutive days off shall continue.

b. [In accordance with practice, days off shall rotate among employees so as to be equitably distributed.] Weekends off shall rotate between coverage units so as to be equitably distributed. Unless prohibited by a scheduled change-over, weekends off shall include both Saturday and Sunday.

Article 28

Service Increments

Section A. Service Increments.

The FY11, FY12 and FY13 service increments were not funded by the Montgomery County Council. For the term of this agreement the [FY12 and] FY13 service increment shall continue to be deferred.

Section H. Longevity. Effective July 1, 1999, a longevity step will be added to the pay plan at the beginning of year 21 (after 20 years completed service) equal to three and one-half percent increase. Effective July 1, 2019, a longevity step will be added to the pay plan at the beginning of year 17 (after 16 years of completed service) equal to three and one-half percent increase (see Bloch award Longevity Step Eligibility dated April 5, 2017). Each unit member who has completed at least 16 years of service prior to July 1, 2019 shall receive a three and one-half percent increase to their base pay effective the first full pay period on or after July 1, 2019.

Article 30

Uniforms and Equipment

Section O. Cellular Phones. Subject to budget limitations, Sergeants and MPO's will be issued cellular phones for business use. Sergeants and MPO's who are issued cellular phones, shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones.

Article 36

Wages

Section A. Wages.

For the term of July 1, 2019 through June 30, 2020, FY2020, there shall be no general wage adjustment (GWA).

Each unit member whose service increment was deferred during FY2012 and/or FY2013, has not yet received it, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following July 1, 2019.

Effective the first full pay period after July 1, 2019, any unit member who does not receive a deferred FY2012 and/or FY2013 service increment of 3.5% or the new Step 17 longevity increment in FY2020, shall receive a \$1,000 lump sum payment. This payment will be made in one lump sum, by separate payment, on the same pay date as the one associated with the first full pay period after July 1, 2019. Eligible employees who are on unpaid leave and return to work during FY2020 who did not receive a deferred FY2012 and /or FY2013 service increment of 3.5% or the new Step 17 longevity increment shall receive the \$1,000 lump sum 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. The 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.


Article 47

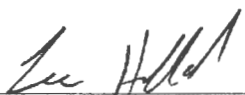
Duration of Contract

The duration of this agreement shall be one year, become effective July 1, 2019, and terminate on June 30, 2020.

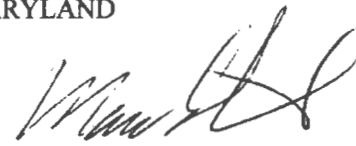
IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this ____ day of March 2019.

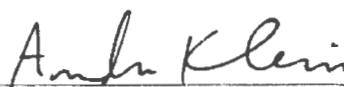
FRATERNAL ORDER OF POLICE,
MONTGOMERY COUNTY LODGE 35

By: 
Torrie Cooke
President

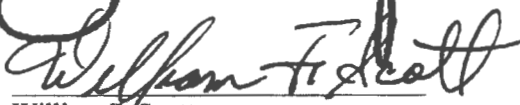

Lee Holland
Chief Negotiator

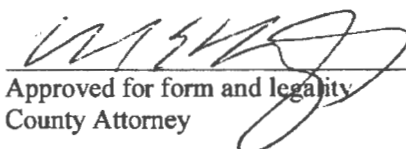
MONTGOMERY COUNTY,
MARYLAND

By: 
Marc Elrich
County Executive


Andrew Klein
Chief Administrative Officer


J. Thomas Manger
Chief of Police


William F. Scott
Chief Negotiator


Approved for form and legality
County Attorney

Side Letter

The parties agree to create a joint committee to review the parties establishing a Health Care Trust. The parties will study, review and evaluate the establishing a Health Care Trust during the next term bargaining session. The committee shall be composed of 3 members appointed by the bargaining unit and 3 members appointed by the Employer. The committee shall meet on or after March 1, 2019 and cease to meet on October 1, 2019. The information obtained by the Committee shall be made available for use in term bargaining beginning November 2019. The committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or adjust or resolve matters subject to bargaining.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: William F. Scott
Chief Negotiator

Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr.

Date

Side Letter

The parties agree to create a joint committee for the purpose of reviewing alcohol testing pursuant to Appendix A. The committee will consist of an equal number (3) of Union representatives and Employer representatives to review alcohol testing involving FOP 35 bargaining unit members. The committee shall meet on or after March 1, 2019, and shall cease to meet on October 1, 2019, unless the parties agree to extend the time. The committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or adjust or resolve matters subject to bargaining.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: William F. Scott
Chief Negotiator

Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr.

Date

MEMORADUM OF AGREEMENT

Arbitrators shall be chosen for the panels set forth in Articles 8 and 43 and shall be composed of at least 3 persons per panel. An Arbitrator may serve on both panels at the same time.

An Arbitrator must be a person with experience in the field of labor relations and must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interests of the employer or any employee organization.

By April 1st of the expiring year of the contract, one or both parties shall provide written notice to the other party that they no longer agree to retain a particular arbitrator. The parties shall have seventy-five (75) days to attempt to fill the vacancy by mutual agreement. If no agreement is reached the parties shall use the following procedure:

- Each party shall submit five (5) names of arbitrators at least seven (7) days prior to meeting.
- The party removing the arbitrator shall have 4 strikes, the other party shall have 5 strikes. The strikes will alternate between the parties.
- The arbitrator remaining shall replace the arbitrator who was removed.

If both parties mutually agree to remove an arbitrator or, if an arbitrator is unable or unwilling to continue to serve on a panel during the term of the agreement, the parties shall have seventy-five (75) days to mutually agree on a new arbitrator. If no agreement is reached the parties shall use the following procedure:

- Each party shall submit five (5) names of arbitrators at least seven (7) days prior to meeting.
- Each party will strike a name until there is one name remaining.
- The initial strike shall alternate between parties. The first initial strike shall be determined by a coin toss.
- The arbitrator remaining shall replace the arbitrator who was removed and shall hear the cases assigned to the removed arbitrator.

The above procedures shall be followed independently for each vacancy unless mutually agreed upon by both parties to alter the process.

Fraternal Order of Police, Lodge 35, Inc.

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: William F. Scott
Chief Negotiator

Date

Approved as to form and legality
Office of the County Attorney

Edward Haenftling, Jr.

Date

William Scott
1-11-19

TA

Lee Hibel - FOP
1/11/2019

Article 15 – Hours and Working Conditions

Section V. Shift Hour Assignments in the Canine Unit.

1. *Procedures for Assignment of Canine Work Hours:*

- a. For employees below the rank of sergeant assigned to the canine unit, assignments to shift hours will be made every twenty-four weeks. All employees below the rank of sergeant will bid together as one class for shift hours. Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.
- b. Sergeants assigned to the canine unit will bid with other sergeants as a class for initial work days (i.e., ~~Sunday through Wednesday or Wednesday through Saturday~~). Selections will be made on the basis of seniority as specified in subparagraph 1.c., below. Assignments will be published (posted) at least three weeks prior to the effective date of the assignments.
- c. For the purposes of bidding for hours (employees below the rank of sergeant) and initial work days (sergeants) in the canine unit, seniority will be determined as follows:
 - 1) Subject to paragraphs 3 and 4 of this subsection, for employees who were assigned to the canine unit on or before the date of this Agreement (April 1, 2009), seniority will be determined pursuant to Article 12 of the Collective Bargaining Agreement.
 - 2) Subject to paragraphs 3 and 4 of this subsection, for employees who transfer to the canine unit after the date of this Agreement (April 1, 2009), seniority will be determined by date of assignment to the canine unit. In the event that two employees have the same date of assignment to the canine unit, priority will be given to the employee with seniority pursuant to Article 12.
 - 3) For employees who return to the canine unit after the date of this Agreement (April 1, 2009), following a voluntary transfer from the canine unit, seniority will be determined by the employee's most recent date of assignment to the canine unit. Transfer from the canine unit due to promotion will be considered voluntary for purposes of this section.
 - 4) For employees who return to the canine unit after the date of this Agreement (April 1, 2009), following any temporary assignment or an involuntary transfer from the canine unit, seniority will be determined pursuant to paragraph (1) of this subsection if the employee's prior assignment to the canine unit began on or before the date of this Agreement. If the employee's prior assignment to the canine unit began after the date of this Agreement, seniority will be determined pursuant to paragraph (2) of this subsection.
- d. For employees below the rank of sergeant, in the event that the number of volunteers for any shift hours is less than the number of positions to be filled during those shift hours, employees who are not assigned to those shift hours will rotate into the vacant position(s) based on inverse seniority. Each rotation will last for two (2) work weeks. Rotations shall be distributed equitably within the canine unit.
- e. Bidding forms will be posted on the Web Board. Hard copies of bidding forms will be available upon request of the employee. At least four (4) weeks prior to the scheduled publishing (posting) of shift hour assignments, the Employer will announce in writing the

schedule of available shifts to each employee below the rank of sergeant permanently assigned to the canine unit and verify receipt of the announcement by each employee. Employees must submit their bidding forms to the Employer's designee no later than two weeks before the scheduled publishing (posting) of shift hour assignments. Each employee will designate his/her top three (3) shift hour preferences in rank order, and the stated preferences will be honored on the basis of seniority as provided in subparagraph 1.c., above. During the bid assignment process, the Employer shall not assign an employee to shift hours s/he has not designated, except for a two week rotation as provided in subparagraph 1.d., above. In the event that Employer reduces the current number of shift hour options (four), the number of preferences the employee will designate will decrease accordingly. Any employee not submitting a bidding form will be assigned any remaining shift hours once all bidding forms have been processed.

2. *Hours Between Shifts.*

- a. Any regular work performed with less than ten (10) hours off is to be compensated at the overtime rate. However, in instances where an employee voluntarily waives the ten-hour period, the employee shall not be compensated at the overtime rate.
- b. Whenever practicable, flexible scheduling shall be allowed in connection with unit retraining, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

3. *Vacancies.*

- a. If the Employer fills one (1) or more permanent vacancies that occur in the canine unit in the period between the effective date of shift hour assignments and the next regularly scheduled bidding process for shift hours, the vacancy (vacancies) will be filled by volunteers on the basis of seniority, as determined in accordance with Section V. 1.c. of this article. New assignments will begin the first full pay period occurring two (2) weeks after the completion of the process described in subparagraph 3.b., below.
- b. In filling vacancies, a seniority list, as described in Section V.1.c. of this Article, will be followed from top to bottom. Each bargaining unit member will be offered the resulting vacancy until the seniority list is exhausted. A vacancy sheet will be filled out in its entirety documenting each bargaining unit member's responses. If the seniority list is exhausted and a vacant shift hour assignment is not filled by a volunteer, the vacant shift hour assignment will be filled by use of the procedure described in subparagraph 1.d., above.

4. *Coverage Units.* ~~The practice of rotating days off every twelve (12) weeks will continue. Rotating days off will occur every eight (8) weeks.~~ The workweek will be divided into two (2) coverage units. ~~At the beginning of the shift bid interval, Coverage Unit 1 will be assigned to work Sunday through Wednesday Weekends off, coverage Unit 2 will be assigned to work Wednesday through Saturday Weekends on.~~ At the end of each ~~twelve-eight-week~~ period, the Coverage Units will switch coverage responsibilities while maintaining shift hours. In the event that more than one sergeant and/or more than one master police officer are assigned to the canine unit, a master police officer and/or a sergeant will be assigned to each coverage unit.

5. *Sergeants.* Sergeants will rotate with, and be responsible for the supervision of their Coverage Units. When a sergeant's Coverage Unit is working the ~~Sunday through Wednesday weekday~~ schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working the ~~Wednesday through Saturday~~ schedule ~~that includes a weekend~~, that sergeant will work one of the night shifts. The purpose of this rotation is to ensure that sergeants have the ability to work with, and directly observe all officers under their supervision. Whenever practicable, flexible

scheduling shall be allowed for sergeants, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

6. *Miscellaneous.*

- a. The practice of consecutive days off shall continue.
- b. ~~In accordance with practice, days off shall rotate among employees so as to be equitably distributed. Weekends off shall rotate between coverage units so as to be equitably distributed. Unless impossible due to a prohibited by a scheduled change-over,~~
weekends off will shall include both weekend Saturday and Sunday.
- c. Leave denials will be forwarded to the FOP on a monthly basis.
- d. All employees will have equal opportunities to attend canine retraining. This provision does not create or impair the right to any other training opportunities.

**MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT
UNIFORM SALARY SCHEDULE**

FISCAL YEAR 2020

EFFECTIVE JULY 7, 2019

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	\$52,500	\$55,126	\$57,883	\$60,777	\$66,857
1	2	\$54,339	\$57,057	\$59,910	\$62,905	\$69,196
2	3	\$56,241	\$59,053	\$62,008	\$65,109	\$71,618
3	4	\$58,209	\$61,120	\$64,178	\$67,386	\$74,124
4	5	\$60,247	\$63,260	\$66,424	\$69,747	\$76,721
5	6	\$62,358	\$65,476	\$68,751	\$72,188	\$79,406
6	7	\$64,541	\$67,768	\$71,157	\$74,715	\$82,187
7	8	\$66,800	\$70,139	\$73,647	\$77,331	\$85,063
8	9	\$69,139	\$72,595	\$76,227	\$80,037	\$88,040
9	10	\$71,558	\$75,136	\$78,894	\$82,839	\$91,123
10	11	\$74,063	\$77,767	\$81,657	\$85,740	\$94,312
11	12	\$76,658	\$80,489	\$84,515	\$88,741	\$97,613
12	13	\$79,340	\$83,305	\$87,473	\$91,847	\$101,030
13	14	\$82,118	\$86,224	\$90,536	\$95,063	\$104,566
14	15	\$84,992	\$89,243	\$93,706	\$98,389	\$108,226
L1*	17+	\$87,967	\$92,367	\$96,986	\$101,833	\$112,014
L2**	21+	\$91,046	\$95,599	\$100,380	\$105,397	\$115,934

* 3.5 percent, upon completion of 16 years of service

** 3.5 percent, upon completion of 20 years of service

Starting salary for Police Officer Candidate is \$52,500.

FY20 Notes:

No GWA - FY20 salary schedule equals FY19 for FOP Bargaining Unit members.

Additional longevity step of 3.5% added after completion of 16 years of service.

Existing longevity step after completion of 20 years of service increased by 3.5%.