

MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND THE
FRATERNAL ORDER OF POLICE, MONTCOMERY COUNTY LODGE NO. 35, INC

The Montgomery County Government ("County") and the Fraternal Order of Police Montgomery County Lodge No. 35, Inc. ("FOP"), hereby agree to terminate the current Collective Bargaining Agreement (Agreement) for the employees in the Police bargaining unit for the years July 1, 2009 through June 30, 2011 effective June 30, 2010, and further agree to a new two (2) year successor agreement effective July 1, 2010 through June 30, 2012. This Memorandum of Agreement constitutes the successor term agreement. The existing terms of the current 2009 - 2011 Agreement are incorporated in this successor 2010-2012 agreement, subject to the following amendments:

Article 21 Compensatory Leave

Add as new Section F.

Section F. *One Time Compensatory Leave Award.* On January 1, 2011, bargaining unit members shall, on a one time basis, be credited with twenty-six (26) hours of compensatory leave. Bargaining unit members must use the twenty-six hours as leave. This leave may only be taken when its use does not require backfill with overtime. Leave credited under this section cannot be paid out under the procedure outlined in Section A above. These hours will not count towards the 80-120 hour maximum and can be rolled from leave year to leave year. Leave credited under this section will not be paid out upon separation.

Article 31 Reopener

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Section F. Reopener Matters.

Second Year. Reopen for bargaining in the first year of the agreement for 2nd year of the contract on or before November 1, 2010 with timetable and impasse procedures set forth in PLRA, Section 33-81 on the following subjects:

1. Cash Compensation for FY 12
2. Whether a third year with a reopener on cash compensation will be added.

If the parties have not reached agreement by January 20, 2011, an impasse shall be deemed to exist, and the impasse procedure provided in PLRA Section 33-81 shall be implemented.

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Article 39 Tuition Assistance

Section A. All members of the bargaining unit shall be entitled to receive tuition assistance at the level provided by the Montgomery County Tuition Assistance Program in effect when they apply. The County represents that it will maintain the program during the life of this Agreement **subject to the provisions listed below.** [See MOA: *Redeployment, April 2005*]. Restating that JTTAP is not available to unit members. However, this restatement is not intended to diminish any Police ETAP benefit.

1. The Employer must approve tuition assistance for unit member development related to the unit member's current job functions or those of ~~another County position~~ the police career ladder in the same job series or profession or a degree which qualifies a unit member for a career position. ✓
2. The Employer must approve tuition assistance for tuition and compulsory fees such as matriculation, registration, laboratory, and library fees.
3. The Employer must not approve tuition assistance for books, supplies, or extra fees such as late registration and parking.
4. A unit member receiving tuition assistance must attend the activities for which they are receiving tuition assistance during the unit member's off duty hours.
5. A unit member who received tuition assistance must complete the training with a passing grade, or the employee must reimburse the County for the amount of the County's tuition assistance. Final grades must be provided to the Office of Human Resources upon completion of the course.
6. When using tuition assistance for college courses, the courses must be taken at an accredited college or university as recognized by the United States Department of Education or the Higher Education Accreditation Commission. ✓
7. The parties agree to create a list of courses and institutions which ~~offer nationally recognized~~ are representative of the type of law enforcement or job-related training that qualifies for tuition assistance. Bargaining unit members may use tuition assistance for such courses. ~~offered by institutions on this list.~~ In the event that either party requests to ~~add an institution to this list,~~ disputes any non-accredited course or institution for qualification, the parties agree that such a ~~request~~ dispute will be reviewed by a panel composed of equal numbers of Employer and Bargaining Unit representatives. If the panel cannot reach consensus on the ~~proposed addition~~ dispute, the matter will be referred to a mutually agreed upon third party educational expert with a background in law enforcement for final determination. ✓
8. The parties agree to seek funding from County Council in the amount of \$135,000 for FY 12. Once this amount is exhausted in FY 12, the County will not approve any additional TAP requests for the remainder of the fiscal year. ✓

Article 47 Duration of Contract

This agreement shall become effective on July 1, 2009, 2010 and terminate on June 30, 2012, unless extended to June 30, 2013 pursuant to Article 31 *Reopener*.

\$1730. ~

Article 50 Reduction-In-Force and Furlough

Amend the Retirement Law and Bill 18-10:

Sec. 1. Sections 33-35, 33-113 and 33-128 are amended as follows:

33-35. Definitions

In this Article the following words and phrases have the following meanings:

* * *

If a member is required to take any furlough, as defined in personnel regulations adopted under Section 33-7(b) OR A COLLECTIVE BARGAINING AGREEMENT, regular earnings must include any amount the member would have received if the member had not been required to take any furlough.

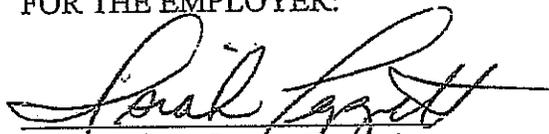
Other Provisions:

The parties may agree to a joint committee on other economic benefits.

Whenever the Employer sends correspondence or documents required to implement, amend or modify the terms of a negotiated CBA or any provisions thereof, FOP 35 will be sent a copy at the time it is sent to Council.

Increments will not be paid if not funded by the County Council.

FOR THE EMPLOYER:



Isiah Leggett, County Executive
Montgomery County, Maryland

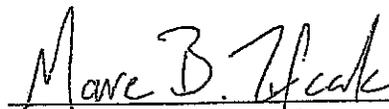
Date 6/22/10

FOR THE UNION:



Walter E. Bader, Chief Negotiator
FOP Lodge 35, Inc

Date 06-16-10



Marc B. Zifcak, President
FOP Lodge 35, Inc

Date 6/16/2010