




OFFICE OF THE COUNTY EXECUTIVE
Rockville, Maryland 20850

Marc Elrich
County Executive

MEMORANDUM

May 11, 2020

TO: Sidney Katz, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

RE: Memorandum of Agreement between the County and the FOP

I have attached for the Council's review the agreement resulting from the recent negotiations between the Montgomery County Government and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (FOP), in accordance with Montgomery County Code Section 33-80. The agreement reflects the changes that will be made to the existing Collective Bargaining Agreement and is effective July 1, 2020 through June 30, 2023.

I have also attached a fiscal impact statement to assist in Council's review of the document. The items will take effect for the first time in FY2021 and have a fiscal impact in FY2021, FY2022, and FY2023.

ME: snb

Attachment

Cc: Berke Attila, Director, Office of Human Resources
Richard S. Madaleno, Jr., Director, Office of Management and Budget
Steven Sluchansky, Chief Labor Relations Officer
Marc Hansen, County Attorney, Office of the County Attorney

Fraternal Order of Police County Lodge 35, Inc. Fiscal Impact Summary*

<u>Article</u>	<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>	<u>Estimated # affected***</u>
<u>Contractual Changes</u>					
36	Wages	Salary Schedule Adjustment of 3.5 Percent for Eligible Employees in June 2021	\$69,952	\$1,959,436	569
36	Wages	1 Percent General Wage Adjustment in June 2021	\$41,651	\$1,166,707	1,164
Subtotal - Contractual Changes			\$111,603	\$3,126,143	
<u>Service Increments & Longevity Adjustments</u>					
28	Service Increments	Service Increment of 3.5 Percent for Eligible Employees	\$1,139,939	\$1,637,536	527
28	Longevity	Longevity Step Increase of 3.5 Percent for Eligible Employees	\$98,414	\$144,760	70
Subtotal - Service Increments & Longevity			\$1,238,353	\$1,782,296	
Total			\$1,349,956	\$4,908,439	

Police Uniformed Management Pass-Through Estimates**

<u>Item</u>	<u>Description</u>	<u>FY21</u>	<u>Annual Cost Beyond FY21</u>	<u>Estimated # affected***</u>
Wages	1.25 Percent General Wage Adjustment in June 2021	\$3,910	\$109,526	57
Total		\$3,910	\$109,526	

* Estimates reflect the impact to all funds. Increases apply in the second full pay period during the month noted.

** Police Management converted to a new Police Leadership Service (PLS) Schedule in FY19.

***The estimated number of employees affected by the economic item is identified where known.

**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), conducted negotiations pursuant to Section 33-75, et seq., of the Montgomery County Code for the term July 1, 2020 through June 30, 2023. 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.

On May 5, 2020, the Montgomery County Council rejected all or part of Articles 30(O) and (R), 31, 35, and 36 of the submitted agreement. Pursuant to Section 33-80 of the Montgomery County Code, the parties returned to negotiations and have reached a subsequent Agreement.

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>

The parties agree to amend the contract as follows:

* * *

Article 27 Secondary Employment

* * *

Section B. *Secondary Employment*

* * *

3. Requests for approval for unit members who are in a leave without pay status, including unit members who are suspended without pay to work non-uniformed secondary employment, shall be processed by the employee's district/unit commander within not more than one business day. However, the approval process [MCP #307] must be initiated as indicated in §C.1, and the §D. restrictions shall apply. In the event that approval of the written request is subsequently denied, the employee will be required to immediately terminate the outside employment in question.

* * *

Section C. *Request Procedure*

* * *

5. An approval request authorizes only such work and conditions as are specifically designated on the request form. Approval or denial will be determined in accordance with this Agreement. In those instances where approval is granted, the employee may begin work. Approval will be granted as follows:

- a. [[Indefinite Approval:] Three Year Approval: Remains in effect for three years from the date of the chief's approval. Each employee will be notified, via memorandum or electronically, prior to the end of the three-year approval period. To continue the secondary employment, the employee must submit a new request. [until the work is completed or the employee or employer changes the status or nature of the work, in accordance with this Agreement. For each indefinite approval, the employer may request that employees confirm their employment. This request will be made no more frequently than every thirty-six months. If the employee has not responded to the initial solicitation within two weeks, the employer will initiate a second solicitation. If the employee fails to respond to the second solicitation within two weeks, the employer may cancel the approval. The employer will notify employees of any cancellation of work approval in writing. This provision applies to all existing and future indefinite approvals.]

* * *

Section G: *Uniforms and Equipment.* Employees, in the performance of their secondary employment, are permitted to carry and utilize the following issued county or otherwise authorized equipment:

* * *

4. Employees may wear the patrol uniform and authorized issued equipment while engaged in uniformed secondary employment and while going to and from the secondary employment site. If the uniform is worn, the entire uniform along with the duty [Sam Browne] belt, [revolver/pistol,] duty handgun, handcuffs, and portable radio must be worn by the officer.

* * *

Section H. *Cancellation of Employment.* Any employee who ceases or cancels secondary employment will notify the employer in writing, indicating cancellation, if:

1. Approval was for [an indefinite period of time, or] 3 years and it has not expired, or
2. Approval was for 12 months and it has not expired.

* * *

Article 30 Uniforms and Equipment

* * *

Section B. [40 Caliber] 9mm Semi-Automatic Weapons.

1. The County will provide to all unit members a 9mm [40 caliber] semiautomatic handgun. The department issued [40 caliber] handgun will be the primary on-duty handgun for all unit members. [Approved] Weapons previously approved for purchase [purchased] by unit members may be used off duty and as second (back-up) weapons.
2. The County will provide one Level III holster to each unit member.
3. Off-duty and/or second (back-up) weapons shall be determined by a mutually agreed upon list of manufacturers and specifications [See Memorandum of Agreement dated December 18, 2019]. Modification of this list shall occur only after the modification is recommended by the JHSC and is agreed to by both the FOP President and the Chief of Police. [Upon recommendation of the Safety Committee, the Glock 26 and Kahr K-9 9mm handguns may be used off duty and/or as a second (back-up) weapon. The Employer will qualify unit members on one of these handguns, to be used as a second (back-up) weapon.]

* * *

Section E. *Turtleneck Sweater.* The County shall issue three turtleneck sweaters with gold embroidered "MCP" initials to officers [who regularly wear the uniform] which may be worn under the black sweater, lightweight black jacket, or [Gortex] heavyweight black jacket. It may only be worn as the outermost garment while temporarily indoors performing work related duties. It may also be worn under the long sleeve shirt without a tie. [All other unit members who wear the uniform on a less than regular basis shall be issued one turtleneck that can be worn with the uniform in the manner described above.]

* * *

Section O. *Cellular Phones.* Subject to budget limitations, Unit members [Sergeants and MPO's] will be issued cellular phones for business use. [Sergeants and MPO's who are issued cellular phones,] Unit members shall not be eligible to be reimbursed for the cost of business calls that are made on personally owned cellular phones. [(See MOA: March 12, 2009)] Until such time as the FY21 GWA is funded, the March 12, 2009 MOA shall apply. The January 23, 2020 MOA shall become effective and shall replace the March 12, 2009 MOA on the first day of the same pay period that the FY21 GWA is funded.

* * *

Section R. *[Tasers] Electronic Control Weapons (ECWs).* Subject to budgetary limitations, the Department will increase the number of Tasers issued to patrol officers by 10 percent in year 2 and an additional 10 percent in year 3. The Department will distribute the Tasers to patrol officers in an effort to optimize their availability. (See MOA: November 5, 2003, superseded by MOA: January 23, 2020)

1. Effective July 1, 2020, subject to budgetary limitations, ECWs will be issued to all sworn officers who work in an assignment that routinely involves public contact. (See MOA: January 23, 2020).

2. This agreement will become effective the same pay period that the FY21 GWA is funded. Until such time, the language in the Collective Bargaining Agreement July 1, 2019-June 30, 2020 Article 30 Section R and the November 5, 2003 MOA only apply.

Section S. *Issued clothing and equipment reconciliation.* The parties shall meet, at least quarterly, to reconcile equipment issued under appendix I.

Article 31 Reopener

* * *

Section F. *Reopener Matters.*

* * *

Second Year of the 2020-2023 Agreement. In December 2020, there shall be a reopener for the second year (July 1, 2021 to June 30, 2022) limited to:

- a. Cash Compensation
- b. Cellular phones, if the Council rejects the proposed General Wage Adjustment for FY21
- c. Electronic Control Weapons (ECWs), if the Council rejects the proposed General Wage Adjustment for FY21

Third Year of the 2020-2023 Agreement. In the event the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Arlington-Alexandria for the 12 months preceding November 2021 (November 12-month) is 1.5% or less, or 2.5% or greater, there shall be a reopener for the third year (July 1, 2022 to June 30, 2023) by no later than January 3, 2022 limited to:

- a. Cash Compensation

* * *

Article 35 Vehicles

* * *

Section F. *Program Eligibility.*

* * *

- 3. Officers will become eligible for permanent vehicle assignment after satisfactorily completing [probation in the PO I rank.] the field training and evaluation program. Vehicles will be assigned to eligible officers as the vehicles become available. Vehicles shall not be assigned to any officers who reside out of County unless the list of eligible officers who reside in County is satisfied.

4. All officers will be assigned marked police vehicles with the below-listed exceptions. This list may be changed upon the mutual agreement of the department and the union. [See MOA: March 25, 2008.]

- a. Investigative Services Bureau [(except Collision Reconstruction Unit, Special Operations Division and Alcohol Initiatives Section, who are assigned marked vehicles)]
- b. Management Services Bureau (except recruiters)
- c. Special Assignment Teams
- d. Tactical Section
- e. [Office of] Internal Affairs Division
- f. [Office of Media Services] Public Information Division
- g. District Court Liaison
- h. Centralized PCAT-fifty (50) percent not to exceed eight (8) unmarked vehicles
- i. District DCAT Sergeants
- j. District Patrol Investigative Units (PIU)
- k. Managed Search Operations Team (MSOT)
- l. Emergency Service Unit (ESU)
- m. Alcohol Initiatives Unit (AIU)
- n. Collision Reconstruction Unit (CRU)

* * *

Article 36 Wages

Section A. Wages.

* * *

Effective June 20, 2021, the salary schedule shall be increased by adding 3.5% 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 POC and POI. Step 14, Year 15 shall be removed from the salary schedule.

Effective June 20, 2021, each unit member shall receive a wage increase of one percent (1.0%). If the bargained wage increase is not funded in the FY21 Council approved budget, the employer agrees not to further reduce the salary of FOP Lodge 35 bargaining unit members through furlough during FY21 (Article 50).

For FY21, the County Executive agrees to timely submit a supplemental appropriation from the County Council for earlier funding (prior to June 20, 2021) of the GWA and other deferred provisions under the following circumstances:

- the County's total revenue and revenue projections for FY21, as determined by the Montgomery County Department of Finance and Office of Management and Budget, are in excess of the FY21 Council approved revenue figures by at least \$20 million. The County will review the revenue and revenue projections at the end of each quarter for the conditions above. This review will be completed no later than one month after the conclusion of each quarter, and the results will be shared with the Union;
- the Council grants an increase to any Montgomery County Government employee group (excluding service increments or longevity steps, or statutorily-granted increases to elected officials' compensation); or
- the Council approves tax-supported spending in excess of the approved FY21 tax-supported budget (excluding spending related to a response to COVID-19) by at least \$200,000.00.

If the Council approves the supplemental appropriation, the adjustments shall be effective the first full pay period after the appropriation is approved. The adjustment may not show on an employee's pay advice for up to two full pay periods, but the adjustment will be paid retroactive to the effective date.

* * *

Article 47 Duration of Contract

The duration of this agreement shall be [one year] three years, become effective July 1, 2020, and terminate on June 30, 2023.

* * *

APPENDIX I Issued Clothing and Equipment

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

1 Sweat suit [outfit]

CATEGORY: All Sworn

1 Class A [c]Cap

1 Black Sweater

1 Black[,] windproof, waterproof[,] duty jacket

- 1 Class A dress blouse
- 2 Class A tan pants
- 2 Class A tan short sleeve shirt[s]
- 2 Class A tan long sleeve shirt[s]
- 1 Light weight black duty jacket
- 8 Long sleeve black shirt[s]
- 8 Short sleeve black shirt[s]
- 1 Pair [hi-]high gloss dress shoes
- 1 Reversible [hi-visual]high visibility, waterproof, long black raincoat
- 1 Class A cap rain cover
- [2]3 Black clip on ties
- 8 Black Trousers
- 1 Winter knit hat [w/county]with 'POLICE' cloth badge
- 1 Black baseball style cap [w/county]with 'POLICE' cloth badge
- [1] Shoulder microphone (subject to availability)]
- 3 Handgun magazines
- [1] Field Operations Manual]
- 1 Transportation Article
- 1 Fine book
- 1 Criminal Digest
- [1] Criminal Citation Manual]
- []
- [Black Leather Items:]
- 1 Pair black waterproof [leather]duty boots
- 4 Black belt keepers
- 2 Black ["D" rings] Ring
- 1 Black handcuff case
- 1 Black Handgun holster
- 1 Black rechargeable flashlight ring holder
- 1 Black "Sam Browne" belt
- 1 Black synthetic outer duty belt
- 1 Velcro inner belt
- 1 Black shoulder strap
- 1 Black double handgun magazine holder
- 1 Black OC holder
- 1 Black [leather] ASP holder
- 1 Black [identification]ID case
- 1 Black key keeper
- 1 Pair [B]black [leather] cut resistant gloves
- 1 Black [G]garrison belt (Honor Guard, [+ Admin]Captains and Chief Officers)
- 1 High visibility yellow arm band imprinted with POLICE

CATEGORY: All Sworn (continued)

Serialized Equipment:

- 1 Flashlight: black metal, rechargeable, w/ additional batteries and use as protective instrument
- 1 [Bullet proof]Ballistic vest with 1 hard trauma plate and 1 soft trauma plate
- 1 [Bullet proof]Ballistic vest black outer carrier

- 2 [Bullet proof]Ballistic vest inner carrier[s]
- 1 Pair handcuffs
- 1 Semi-automatic handgun gun plus ammunition
- 1 Portable radio
- 1 Portable Radio Battery
- 1 Radio Earpiece for portable radio
- 1 Shoulder Microphone
- 1 Long gun (when available)

Other:

- [1 Plastic battery operated flashlight]
- 1 County [b]Brass Police [b]Badge
- [2]1 Maryland [s]Seal [c]Collar [p]Pins; [c]Class A
- 1 County [s]Street [m]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
- 2 Brass name plate[s]
- [2]1 Brass name plate “[s]Serving [s]Since” [pins]
- 2 Velcro [nameplates]nametag
- 2 Pair white cotton gloves
- 2 Plastic handcuffs (flex cuffs)
- 1 Portable radio holder
- 1 Ballistic helmet with face shield
- 1 [Hi-Vis/]High visibility reflective traffic vest
- [1 Traffic orange wand (flashlight attachment)]
- 2 Plastic whistle
- 1 Collapsible ASP
- 1 OC Spray
- 1 Black [“rubber glove”]disposable glove pouch

CATEGORY: Patrol Sergeants

- 1 Black Backpack
- 1 Sledgehammer
- 1 Halligan bar
- 1 Pair bolt cutters

CATEGORY: Tactical

- 1 [.45 cal.]9x19mm Semi-automatic handgun and ammunition
- 1 Pair summer boots with [v]Vibram soles
- 1 Pair winter boots with [v]Vibram soles
- 1 Flashlight/mini-laser product light
- 1 Black modular holster for [.45 cal.]9x19mm Handgun

- 1 Pair binoculars
- 8 Sets of black uniforms
- 4 [Green combat uniform sets]Performance Combat Pants, Crye Precision, OD Green
- 4 Performance Combat Long Sleeve Shirt, Crye Precision, OD Green
- 1 Tactical/ballistic vest with pouches
- 1 Special Threat Plate Carrier with Rifle Plates
- 1 [USAF flight]Flight type winter jacket
- 1 Black Velcro Sam Browne belt
- 1 Tactical equipment bag
- 1 Ballistic helmet; tactical
- 1 Set hardware [&]and harness for [repelling]rappelling (including figure eight ring/carbineer)
- 1 Set windproof/waterproof cold weather outerwear (jacket [&]and pants)
- 1 .308 counter sniper rifle
- 1 Fully automatic M-4 carbine [With holographic sight, infrared/white weapon light, infrared aiming laser]with magazines and ammunition
- 1 Holographic sight for M-4
- 1 Infrared/white weapon light for M-4
- 1 Infrared aiming laser for M-4
- 1 Portable radio headset with ear/mouth piece;[, ptt (])push to talk(])]
- 2 Diversionary devices
- 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 Electronic Control Weapon (i.e., Taser)
- 2 IR reflective call sign patches
- 1 Gas mask with voice emitter

CATEGORY: Special Events Response Team (When Available)

- 1 Level 1 Public Order Helmet
- 1 Level 1 Public Order 24 Inch Baton
- 1 Level 1 Public Order Forearm/Elbow Guard
- 1 Level 1 Public Order Metatarsal Guard
- 1 Level 1 Public Order Groin Guard
- 1 Level 1 Public Order Knee/Shin Guard
- 1 Level 1 Public Order Shoulder/Upper Arm Guard
- 1 Level 1 Public Order Thigh Guard
- 1 Level 1 Airpower XR2 Boot
- 1 Level 1 Public Order Combat Glove
- 1 Level 1 Yaffy Balaclava
- 1 Level 1 Yaffy Suit
- 1 MFF Hatch Centurion Upper Body Protector
- 1 MFF Hatch Groin Protector

<u>1</u>	<u>MFF</u>	<u>Hatch Forearm Protector</u>
<u>1</u>	<u>MFF</u>	<u>TS70 Hard Shell Shin Guard</u>
<u>1</u>	<u>MFF</u>	<u>Oakley SI Assault Gloves</u>
<u>1</u>	<u>MFF</u>	<u>Baton Ring</u>
<u>1</u>	<u>MFF</u>	<u>Gear Bag</u>

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	Pair black summer boots]
[1	Pair black winter boots]
[1	Concrete slab and chain link kennel]
[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	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]
[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 windproof/waterproof rain suit (jacket and pants)]
[1	Radio earpiece for portable radio]
[2	Tactical tracking gloves]
[1	Protective eye wear]
[25	Cloth name tags for uniform shirts]
[25	Cloth badges for uniform shirts & jackets]
<u>8</u>	<u>Sets of black BDU uniforms of rip stop material; with short sleeve shirts</u>
<u>1</u>	<u>Protective eye wear</u>
<u>1</u>	<u>Heated water bucket</u>
<u>1</u>	<u>Stainless steel water bucket</u>
<u>1</u>	<u>Stainless steel food bowl</u>
<u>2</u>	<u>IR strobe light</u>
<u>1</u>	<u>Surefire X series gun light</u>
<u>1</u>	<u>Compact rechargeable tactical flashlight</u>

- 1 Drop down tactical gun holster, level 3
- 1 Light weight nylon duty belt with inner belt and nylon keepers
- 1 Drop down magazine holder and pouches
- 1 Pair black summer boots
- 1 Pair black winter boots
- 4 Sew on name tags
- 4 Velcro name tags
- 1 Rain jacket-Gortex or equivalent
- 1 Rain pants-Gortex or equivalent
- 1 Scratch Pants
- 1 Tactical tracking gloves
- 1 Ballistic helmet with NVG mount
- 8 5.11 Stryke/TDU L/S Shift
- 8 5.11 Stryke/TDU pants
- 1 Waist lead
- 1 6-foot training lead
- 1 15-foot tracking lead
- 1 20-foot tracking lead
- 1 30-foot tracking lead
- 1 Retractable lead
- 1 Multi-purpose harness
- 1 Tracking harness
- 1 Electronic remote collar
- 1 Bark control collar
- 1 Stainless Steel pinch collar
- 1 Police K9 ID Collar
- 1 Training food pouch
- 1 Working muzzle
- 1 Emergency medical muzzle
- 2 Tug toy
- 2 Ball on a rope
- 1 Linen bite sleeve
- 1 Grooming tool
- 1 Self-contained kennel/dog house unit
- 1 Heavy duty kennel tarp 10' x 12'
- 1 Flight type winter jacket

CATEGORY: [Traffic]Motor Units

- 1 Black leather motor jacket
- 1 Motor helmet with ear muffs
- 1 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 Pair[s riding] of motorcycle britches
- 1 High Visibility 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]concealment holster
- 1 Single black [leather] magazine holder
- 1 Jumpsuit with cloth badge
- 1 Digital voice recorder
- 1 Compact rechargeable flashlight

CATEGORY: Collision Reconstruction Unit/Decentralized Collision Reconstruction unit

- 1 Yellow Blauer reflective rain jacket with liner
- 1 Pair black Blauer rain pants
- 1 Blue coveralls (CRU only)
- 1 Compact rechargeable flashlight

CATEGORY: Mountain Bike [(See below for "specification sheet" Brand names may be substituted for equal/greater quality items.)] – All black mount bicycles shall be equipped with the following items:

- [1 (Per assigned officer), Black Mountain bike]
- 1 Black rack
- 1 Black police bag
- 1 Black bicycle bell
- 1 Black rear light/red lens
- [1 Black fenders]
- 1 Rear mount kickstand
- [1]2 Black water bottle racks
- 1 Light system
- 1 Cable bike lock
- [1 Black helmet with white "POLICE" logo]
- [1 Black derailleur guard]
- [1 Repair kit: to include Slime tube 26 X 1.90 and three (3) plastic tire levers]
- [1 Black water bottle]

CATEGORY: Full Time Bicycle Rider

- 1 Pair protective sunglasses "511" Tactical aileron shield ballistic glasses
- [1 Saddle]
- [1 Bike mounted pump]
- [1 Cable bike lock]
- 1 Windproof/waterproof Fall/Winter foul weather suit [(to include: 1 windproof/waterproof]with pants and jacket, cycle vest and pants[]]
- 2 Black BDU long pants
- 5 Pairs black bike short pants
- 5 Polo shirt[s]
- 1 Black helmet with white "POLICE" logo
- 2 Water bottle

1 Compact tactical flashlight

[PART TIME BIKE RIDERS/BICYCLE:]CATEGORY: Part Time Bicycle Rider

- 1 Black [H]helmet with white "POLICE" logo
- 1 Black BDU long pants
- 2 Pairs black bike [S]short[s]
- 2 Polo [S]shirt[s]

CATEGORY: [SAT]Special Assignment Team

- [1 Portable radio ear phone set per person (subject to availability)
- 1 Wireless earpiece with push-to-talk feature
- 1 Compact rechargeable flashlight
- 1 Pair Steiner Police Model 10x50 binoculars
- 1 Digital recording device
- 1 Aimpoint Micro T-1 red dot optic with standard mount
- 1 Tactical outer vest carrier

CATEGORY: [COMMUNITY SERVICES]Community Engagement Division

- 1 Black concealment holster
- 1 Black single magazine and handcuff case

[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/GREY UNIFORMS]

[4 sets – Range instructors]

CATEGORY: Range Staff

- 1 One piece winter suit
- 1 High visibility rain jacket and pants
- 4 Gray range pants
- 1 Pair heavy winter waterproof boots

CATEGORY: [OTHER]Other

- 2 MPO insignia pins
- 2 PO3 insignia pins
- 2 Sergeant insignia pins
- 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]

[]

CATEGORY: Sworn Academy Instructor

- 2 Red Hoodie Sweatshirt
- 8 Red Short Sleeve T-shirt
- 4 Red Long Sleeve T-shirt
- 1 Red Winter Jacket

CATEGORY: Managed Search Operations Team

<u>Centralized</u>	<u>Decentralized</u>	
1	1	<u>24 Hour Backpack (NASAR Standard)</u>
1	1	<u>Gloves (Rappelling and Ropes)</u>
1	1	<u>Eye Protection</u>
4	2	<u>Golf Shirt</u>
4	2	<u>Performance Combat Pants, Crye Precision, OD Green</u>
4	2	<u>Performance Long Sleeve Shift, Crye Precision, OD Green</u>
4	2	<u>High Visibility Shirt</u>
1	1	<u>Pair Salomon Quest 4D 2 GTX Boots (replaced when they become unserviceable)</u>
1	0	<u>Thermal imager with helmet mount</u>
1	0	<u>Night Vision Binocular Goggles with Helmet Mount</u>
1	1	<u>Protective Bump Helmet</u>
1	1	<u>Rope Kit</u>
1	1	<u>Rappel Harness and Hardware with D Ring and Figure 8</u>
4	4	<u>Carabiners</u>
1	1	<u>Personal Flotation Device</u>
1	1	<u>Dry Suit</u>
1	1	<u>Dry Suit Liner</u>
1	1	<u>Gloves (Water)</u>
1	1	<u>Boots (Water)</u>
1	1	<u>Fins</u>
1	1	<u>Water Mask</u>
1	1	<u>Snorkel</u>
1	1	<u>Large Mesh Bag</u>
1	1	<u>Throw Bag (50-foot Water Rope)</u>
1	1	<u>Water Knife</u>
1	1	<u>Water Whistle</u>
1	1	<u>Mobile Phone</u>

CATEGORY: Emergency Services Unit

<u>Centralized</u>	<u>Decentralized</u>	<u>Decentralized</u>	
<u>Medic</u>	<u>Medic</u>	<u>Operator</u>	
<u>4</u>	<u>2</u>	<u>0</u>	<u>Performance Combat Pants, Crye Precision, OD Green</u>
<u>4</u>	<u>2</u>	<u>0</u>	<u>Performance Combat Long Sleeve Shirt, Crye Precision, OD Green</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Knee/elbow pads</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Summer Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Pair Winter Boots (every year centralized, every other year decentralized)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Gloves</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Green Nomex Jumpsuit with Gloves</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Ballistic Helmet</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Ballistic Body Armor with carriers (SWAT Equivalent)</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Helmet Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Leg Holster</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Protective Bump helmet</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Tactical Rain Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Cold Weather Gear</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Binoculars</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Rappel Harness and Hardware with D Ring and Figure 8</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Gas Mask with voice emitter</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Full SCBA</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>SCBA Face Piece</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>Mobile Phone</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>2nd Portable Radio with dual comms and headset</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Night Vision Goggles</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Handgun Mounted Light</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical First Aid Bag (M-9) or Equivalent</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Woodlands Extended Operation Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Oxygen Bag</u>
<u>1</u>	<u>1</u>	<u>0</u>	<u>Tactical Litter (Foxtrot)</u>
<u>1</u>	<u>0</u>	<u>0</u>	<u>Patient Litter (Sked/Reeves)</u>

CATEGORY: Firearms Investigation Unit

1 Type III Rifle Plates and Carrier

CATEGORY: Vehicle Recovery Section

1 Compact rechargeable flashlight

CATEGORY: Fugitive

1 Bianchi Model 82 CarryLok Auto Retention Belt Slide Holster

CATEGORY: Repeat Offender Unit

1 Wireless earpiece with push-to-talk feature

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 (windproof/waterproof) may be issued.
4. Where Safety Committee recommends and parties agree, other substitutions may be made.
5. Sam Brown and Garrison belt can be issued in lieu of 'Uncle Mike Velcro'

* * *

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 11th day of May, 2020.

Fraternal Order of Police
Montgomery County Lodge 35

Montgomery County Government
Montgomery County, Maryland


Torrie Cooke
President

5/11/2020
Date


Marc Elrich
County Executive

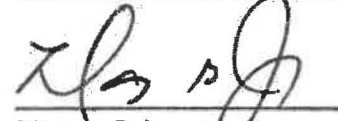
5/11/20
Date


Lee Holland
Chief Negotiator

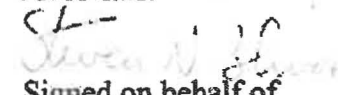
5/11/2020
Date


Andrew Kleine
Chief Administrative Officer

5/11/20
Date


Marcus G. Jones
Police Chief

5/11/2020
Date


Signed on behalf of
Steven Sluchansky

05/11/2020
Date

1 Wireless earpiece with push-to-talk feature

NOTES:

1. Officers who bought their own black sweaters can continue to wear them.
2. Trousers must have "utility" pockets
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Fraternal Order of Police
Montgomery County Lodge 35

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Torrie Cooke
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Date

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County Executive

Date


Lee Holland
Chief Negotiator

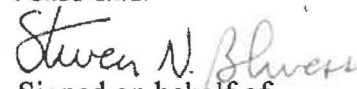
5/11/2020
Date

Andrew Kleine
Chief Administrative Officer

Date

Marcus G. Jones
Police Chief

Date


Signed on behalf of
Steven Sluchansky
Chief Labor Relations Officer

05/11/2020
Date

Approved for form and legality by:


Edward E. Haenfling, Jr.
Associate County Attorney

05/11/2020
Date

Side Letter- Beards

January 17, 2020

This is to confirm an agreement that was reached during term bargaining for the contract that takes effect July 1, 2020. The parties have agreed to remove the beard prohibition in function code 410. All beards will be neatly trimmed and no longer than approximately ½ inch in length.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by: *

Edward E. Haenftling, Jr.
Associate County Attorney

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY GOVERNMENT
AND
FRATERNAL ORDER OF POLICE
MONTGOMERY COUNTY LODGE 35, INC.

The Montgomery County Government ("County") and the Fraternal Order of Police Montgomery County Lodge No. 35, Inc. ("FOP"), January 23, 2020 Memorandum of Understanding regarding the issuance of the Blackberry PDA and cell phone devices.

1. These devices are issued serialized equipment. Devices may be stored in a secure lockable area of the vehicle when not in use.
2. The primary purpose of the device is for work related communication. Members will be available by their county issued cellular device while on duty, and non-county issued devices shall not be used for work purposes unless in an exigent circumstance. The device shall not be routinely used as a personal communication device (phone calls only).
3. In addition to on-duty availability, members will carry their county issued cellular device while operating a county vehicle or working uniformed secondary employment. The device must be powered on while working uniformed secondary employment. If at any time while bargaining unit members are operating a county vehicle while off duty and there is a radio system outage, bargaining unit members will power on the device to serve as emergency communication.
4. International usage, and/or travel outside the continental United States requires approval of the Assistant Chief, Management Services Bureau.
5. Unit members will be provided the necessary equipment to ensure the devices are hands free while driving. Unit members will also be provided all necessary equipment to charge the device in the department issued vehicle.
6. The use of the devices GPS, or other location tracking software, shall be used for operational purposes (e.g., lost device, Officer safety, etc.) and shall not be the sole basis for discipline.
7. The downloading of ringtones, games, automatic message alerts and other software or applications not approved by the employer is prohibited. All devices will be managed by the County's' device management software.
8. All content on the device, including data that may be stored remotely, may be subject to Public Information Act requests and discovery.
9. Employees who are granted the use of the County cellular device while out of the country will not be responsible for cost of usage. Employees may be billed only for actual costs incurred by the employer for use of the device which can be determined to be non-work related. The employer bears the burden to demonstrate a financial loss before pursuing reimbursement from an employee. The County shall provide prompt notification to the employee of any billing for personal use that increased costs to the employer. The notice shall specify the amount, the total of the usage, corresponding dates and copies of all documents used to demonstrate any financial loss.

10. Any disciplinary action taken by the employer shall be in accordance with Article 43 of the Collective Bargaining Agreement.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

- 1.) In the event of a death of an active bargaining unit member, the Employer and FOP Lodge 35 will work cooperatively with the member officer's family on arrangements concerning the member's funeral arrangements and benefits. FOP Lodge 35 will assign a representative who will meet with the employer and the family.
- 2.) The Employer (at least one representative of the Police Department and at least one representative of the Office of Human Resources) and FOP Lodge 35 will meet as soon as practicable, but no later than 48 hours after the death of an employee.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

- 1) Definition: The department-issued electronic control weapon (ECW), is a less-lethal weapon which utilizes neuro-muscular incapacitation technology to temporarily incapacitate an individual in order to enable officers to gain control and/or custody of that person.
- 2) Eligibility: For purposes of ECW issuance, assignments which are considered to routinely involve public contact are the following:
 - A) Uniform Patrol
 - B) Community Engagement Division
 - C) Community Services Officers
 - D) Canine Unit
 - E) Traffic Division
 - F) District Community Action Team (DCAT)
 - G) School Resource Officers
- 3) Order of issuance: All officers hired after January 1, 2020, shall be provided training and be issued an ECW. The issuance of ECW's to bargaining unit members is dependent upon availability. The department will then seek volunteers by seniority, and priority placement will be given to officers in assignments which routinely involve public contact. If there are no volunteers, then issuance will be made in order of inverse seniority within the Patrol Services Bureau, then to other eligible positions that routinely involve public contact. Officers who are transferred into an assignment which does not involve routine public contact may be asked to return their ECW if additional units are needed. All officers will be provided training prior to the initial issuance of a device, and officers shall be required to re-certify as required by department policy.
- 4) Requirement to carry: Officers who are issued an ECW shall wear and carry their ECW whenever they are working in a uniformed capacity, to include secondary employment.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

The parties have agreed the current manufacturer and specifications list for off-duty and backup handguns is as follows:

Manufacturers: Glock
 Smith & Wesson
 Heckler and Koch
 Sig Sauer
 Beretta
 Kahr
 Springfield Armory

Type: Semi-automatic pistol

Action: Double action only, (Safe Action, LEM, DAK, or equivalent)

Caliber(s): 9mm, .40 caliber, or .45 caliber

Safety: No manual/external safety or decocking lever. This does not include "passive" safeties such as the trigger safeties on Glock and Smith & Wesson M&P series pistols, or a grip safety.

Trigger pull: 8lb minimum (unless previously agreed upon prior to July 1, 2020)

Finish: Subdued Black or Dark Gray

Magazines: Extended magazines are not permitted. Magazines will be standard/factory issue and must be the ones specified for that particular weapon. This does not preclude using a larger capacity magazine of the same caliber (i.e., a Glock 17 or 19 magazine in a Glock 26).

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

PERSONAL PURCHASE RIFLE PROGRAM

Section B. Authorized Manufactures

Rifles produced by the following manufacturers are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt
- 2) Aero Precision
- 3) LMT (Lewis Machine and Tool)
- 4) Spikes Tactical
- 5) Daniel Defense
- 6) LWRC (Land Warfare Resources Corporation)
- 7) BCM (Bravo Company Manufacturing)
- 8) Smith & Wesson
- 9) Windham Weaponry
- 10) Rock River Arms
- 11) Knights Armament
- 12) Sig Sauer
- 13) Sturm Ruger

Each Personal Purchase Rifle must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed. Additional manufacturers may be added to this list by mutual agreement of the parties upon recommendation by the JHSC.

Section C. Rifle Specifications

Rifles purchased under this program must be from a manufacturer listed in Section B, and must meet the following specifications:

Platform: AR-15 Rifle system, assembled by gun manufacturer as one complete weapon.
No individually built weapons.

Color: Black to include handguards, stock & accessories

Operating system: Direct impingement/Gas Piston

Caliber: .223 or 5.56mm

Chamber: 5.56mm NATO

Barrel: Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.

Stock: Collapsible or fixed.

Sights: Metal (e.g. iron, steel, aluminum) sights required, Fixed or flip up.

Firing system: Semi-automatic only.

Rifling: 1/7 — 1/9 twist

Trigger: Standard factory installed / law enforcement trigger. No match triggers.

Optics: An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.

Flashlight: A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

Pursuant to Article 14 of the collective bargaining agreement, the parties agree to the following regarding personal days:

1) Members who are hired after the beginning of the first full pay period of the calendar year shall receive personal days as follows:

- a) If hired from the 1st through the 8th pay period - four personal days
- b) If hired from the 9th through the 14th pay period – three personal days
- c) If hired from the 15th through the 21st pay period– two personal days
- d) If hired from the 22nd through the 26th pay period– one personal day

2) POC's hired after July 1 of any calendar year may request to carry over any unused personal days for the next leave year.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

Pursuant to Article 7 and Appendix H of the collective bargaining agreement, the parties agree to the following regarding mandatory security awareness training:

- 1) The Employer shall dedicate one day a month for unit members to complete the mandatory security awareness training. If a member misses the dedicated training day, their supervisor will ensure that the training is completed as soon as practicable upon their return to work. Unit members may choose to complete the training on their own during working hours.
- 2) Members on leave for an extended period of time shall complete the mandatory security awareness training for the months in which they work.
- 3) The Employer shall notify the unit member and FOP in writing prior to a bargaining unit member having their computer access suspended for failing to complete the mandatory security awareness training.
- 4) Any disciplinary action taken by the Employer shall be in accordance with Article 43 of the collective bargaining agreement.
- 5) Supervisors will be provided a method of tracking member compliance.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

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Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

The parties have agreed to amend the collective bargaining agreement to read as follows:

Article 35, Section B.1. is amended to read as follows: "Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles within fifteen (15) miles of the County's borders. All benefits, rules, and regulations which apply to PPVs shall apply to these vehicles. Unit members whose domicile is within fifteen (15) miles of the County's border shall have "to and from" use of their assigned vehicle to their domicile. An officer whose domicile is outside, but near, the fifteen-mile limit from the County's border may be granted permission, at the sole discretion of the chief administrative officer, or designee, to drive his/her assigned vehicle "to and from" his/her domicile. Use of vehicles outside of Montgomery County will be restricted to the Maryland borders except for the use determined by Article 15, Section H. (The fifteen (15) miles will be pursuant to the 1997 map, agreed to by the parties.)"

The parties agree to a six (6) month trial period, to begin July 1, 2020 and conclude Dec. 31, 2020. The parties will work together to determine the structure of the trial period. The trial period may be extended by the parties if additional analysis is determined to be needed. Upon completion of the trial period, the amended Article 35 Section B.1 will be fully implemented or be subject to a reopener pursuant to Article 31, Section A., should the program create an undue burden on the Employer.

If the parties agree, Article 35, Section B.1; shall be amended upon full implementation.

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date

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

PERSONAL PURCHASE RIFLE PROGRAM

* * *

Section B. Authorized Manufactures [/Models]

[The following rifles are approved to be carried by] Rifles produced by the following manufacturers
are approved to be carried by bargaining unit members as on-duty rifles:

- 1) Colt
[6920 series, 6720 series, 6940 series, ARI5A4]
- 2) Aero Precision
[AC-15, C.O.P., M4E1]
- 3) LMT (Lewis Machine and Tool)
[SPM16, STD16, CQB16, LM8MRP, LMT18, CQBP16, CQBPS12]
- 4) Spikes Tactical
[ST-15LE, ST-15 Mid Length LE]
- 5) Daniel Defense
[DDM4]
- 6) LWRC (Land Warfare Resources Corporation)
[IC Enhanced, IC-A5, IC-SPR, IC-A2]
- 7) BCM (Bravo Company Manufacturing)
[BCM M4, MCM MID, EAG, JACK, Recce MK-12]
- 8) Smith & Wesson
[M&P-15 series]
- 9) Windham Weaponry
[CDI, MPC, MPC RF, HBC, Dissipator, Dissipator Heavy]
- 10) Rock River Arms
[LAR15 series]
- 11) Knights Armament
[SR15 series]
- 12) Sig Sauer
[516 Patrol, M400 series]
- 13) Sturm Ruger
[AR 556 (Model Number 8502)]

Each Personal Purchase Rifle [from the above manufacturers and models list] must pass a series of protocols and testing that is recommended and approved by both the PSTA Firearms Range Staff and the JHSC prior to them being approved to be carried by bargaining unit members as on-duty rifles. Testing will be scheduled through, and conducted by, the PTSA Firearms Range Staff and will not be unreasonably delayed. Additional manufacturers may be added to this list by mutual agreement of the parties upon recommendation by the JHSC.

Section C. Rifle Specifications

Rifles purchased under this program must be from a manufacturer listed in Section B, and must meet the following specifications:

Platform:	AR-15 Rifle system, assembled by gun manufacturer as one complete weapon. No individually built weapons.
Color:	Black to include handguards, stock & accessories
Operating system:	Direct impingement/Gas Piston
Caliber:	<u>.223 or 5.56mm</u>
Chamber:	[.223 or] 5.56mm NATO [caliber, .223 REM/5.56 NATO]
Barrel:	Minimum 16" w/permanent flash hider. Heavy barrel or step-cut barrel acceptable.
Stock:	Collapsible or fixed.
Sights:	[Iron sights] Metal (e.g. iron, steel, aluminum) sights required, Fixed or flip up.
Firing system:	Semi-automatic only.
Rifling:	1/7 — 1/9 twist
Trigger:	Standard factory installed / law enforcement trigger. No match triggers.
Optics:	An optical sight from the approved list of rifle optics is recommended for the rifle for duty use and training.
Flashlight:	A rifle mounted flashlight that can be activated / deactivated with one digit is required to be mounted on the gun for duty use and training

Fraternal Order of Police, Lodge 35, Inc:

Montgomery County, Maryland

By: Lee Holland
Chief Negotiator

Date

By: Steve Sluchansky
Chief Negotiator

Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

Date