Agreement

between
Fraternal Order of Police
Montgomery County Lodge 35, Inc.
and
Montgomery County Government
Montgomery County, Maryland

July 1, 2020 through June 30, 2023

Fraternal Order of Police
Montgomery County Lodge 35
18512 Office Park Drive
Montgomery Village, Maryland
(301) 948-4286 office
(301) 590-0317 fax

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(Third Year)

TABLE OF CONTENTS

Article 1 Recognition....1
Article 2 Administrative Leave....1
Article 3 Agency Shop and Dues Check-off....3
Article 4 Prevention of Substance Abuse/Employee Rehabilitation....5
Article 5 Tech Pay....5
Article 6 Clothing Allowance....6
Article 7 Communications Facilities....7
Article 8 Contract Grievance Procedure....9
Article 9 Copies of Contract and Other Information....12
Article 10 Court Time....12
Article 11 Chronic Incapacity....13
Article 12 Seniority....15
Article 13 Designation of Smoking Areas....16
Article 14 Holiday Leave and Pay....16
Article 15 Hours and Working Conditions....20
Article 16 Parental Leave....36
Article 17 Disability Leave and Injury on the Job....37
Article 18 Annual Leave....38
Article 19 Sick Leave and Sick Leave Donor Procedure....40
Article 20 Leave Without Pay....42
Article 21 Compensatory Time....44
Article 22 Professional Improvement Leave....45
Article 23 Maintenance of Standards/Retention of Benefits and Conditions....45
Article 24 Insurance Coverage and Premiums....46
Article 25 Transfers....51
Article 26 Non-Discrimination....52
Article 27 Secondary Employment....53
Article 28 Service Increments....59
Article 29 Physical Fitness and Awards....61
Article 30 Uniforms and Equipment....62
Article 31 Reopener....64
Article 32 Health and Safety....66
Article 33 Labor - Management Relations Committee....69
Article 34 Grievance Representation [Access to Police Facilities]....70
Article 35 Vehicles....70
Article 36 Wages....80
Article 37 Special Medical Examinations....85
Article 38 Severability....86
Article 39 Tuition Assistance....86
Article 40 Dependent Care....87
Article 41 Shift Differential....87
Article 42 Management and Employee Rights....87
Article 43 Discipline....88
Article 44 Promotions....92
Article 45 Non-LEOBR Personnel Actions....92
Article 46 Protection From Communicable Diseases....92
Article 47 Duration of Contract....93
Article 48 Action by Montgomery County Council....93

TABLE OF CONTENTS

Article 49 Awards 93
Article 50 Reduction-In-Force and Furlough 93
Article 51 Personnel Files 94
Article 52 Termination 99
Article 53 Performance Evaluation 99
Article 54 Demotion 99
Article 55 Job Sharing Program 100
Article 56 Resignation 103
Article 57 Retirement 103
Article 58 Stress Counseling 111
Article 59 Family Medical Leave Act 111
Article 60 Career Development Study Committee 115
Article 61 Directives and Administrative Procedures 115
Article 62 Sergeants 116
Article 63 Family and Childcare 117
Article 64 Legal Defense and Representation 117
Article 65 Automatic Vehicle Locator/ Portable Radio Locator 119
Article 66 Mobile Video Systems 120
Article 67 External Review 123
Article 68 Proposed Legislation Relating to Impasse Procedure 123
Article 69 Flight Officers 125
Article 70 Wellness Study Committee 125
Article 71 Employee Benefits Committee 126
Article 72 Body Worn Cameras 126

TABLE OF CONTENTS

Appendix	*Title or Subject*	*Contract Article*
A	Prevention of Substance Abuse/Employee Rehabilitation Procedure, Amended	4
B	Detective Grievance Settlement dated February 13, 1994	10
C	Inclement Weather/General Emergencies, dated December 10, 1990	15
D	Heath Insurance Option (MCPS "Choice" Plan)	24
E	Workers' Compensation Commission Employee Claim Form	17
F	Sick Leave Donor Program, deleted July 1, 1996	19
G	Medical Examination	23
H	Internet, Intranet & Electronic Mail Use	7
I	Issued Clothing and Equipment for Sworn Officers	30
J	Laundry and Dry Cleaning Procedures – DD 85-13	30
K	Notice of Election of Hearing Board	43
L	Internal Investigation Notification, MCP Form 242, rev. 3/97	43
L2	Statement of Charges	43
M	AP No. 4-19, Reduction-in-Force, dated May 7, 1984	50
N	Interim AP No. 4-17, Furlough, dated December 4, 1991	50
O	Stress Management Program • Administrative Leave – DD 83-07 • Stress Intervention Program Referral Techniques • Supervisor's Handbook	58
P	AP No. 4-34, Compressed Workweek, dated January 27, 1994	15, Sect. A.6
Q	Modified Compressed Work Hours - Special Assignment Teams	15, Sect. A.6
R	Memorandum of Understanding on Permanent Shift Implementation	15, Sect. T
S	Healthcare Open Access Feature	24, Sect. F
T	Uniform Salary Schedule	
U	Traffic Stop Documentation Memorandum	

COLLECTIVE BARGAINING AGREEMENT

MONTGOMERY COUNTY, MARYLAND (hereinafter *County*), and FRATERNAL ORDER OF POLICE, MONTGOMERY COUNTY LODGE NO. 35, INC. (hereinafter *FOP*), have entered into the following Agreement pursuant to Chapter 33, Article V, §33-75, *et seq.* of the Montgomery County Code; a purpose of that Article is to promote a harmonious, peaceful, and cooperative relationship between the County Government and its police employees; this Agreement was reached pursuant to the procedures set forth in §33-75, *et seq*. of the Montgomery County Code.

Article 1 Recognition

The County recognizes FOP Lodge 35 as the exclusive bargaining agent under the provisions of the Police Labor Law, Article V, Chapter 33, §33-75, et seq. of the Montgomery County Code.

Article 2 Administrative Leave

Section A. The president of the FOP shall receive 1092 hours of administrative leave for each year of this Agreement.

Section B. Officers and members of the FOP Negotiations Committee shall receive reasonable administrative leave in connection with contract negotiations and preparation.

Section C. An administrative leave bank of four hundred (400) hours shall be created for use by FOP officers and officials to attend workshops, seminars, conferences, and conventions related to the conduct of their duties in the FOP.

Section D. In addition, members will be assessed 3 hours annual or compensatory leave per year, which leave shall be contributed to an administrative leave bank for the purpose of providing additional administrative leave to the president and/or other officers and officials of the FOP. Administrative leave identified in this section and Section A shall be the sole source of leave for the FOP president, and shall result in the president being placed on administrative leave full-time (2080 hours), except the president shall continue to use annual and sick leave pursuant to applicable regulations and the provisions of this Agreement.

Section E. The Board of Directors, consisting of 12 unit members, subject to Section F below, shall be granted two hours administrative leave for a monthly FOP Board meeting. Board members and six stewards, subject to Section F below, shall also be granted two hours administrative leave for a general monthly meeting. The FOP will provide the Department of Police with a current list of FOP Board members and stewards.

Section F. An employee requesting administrative leave shall do so by giving reasonable notice to his/her supervisor.

Section G. The department shall provide the FOP president with an administrative vehicle for the purpose of conducting FOP and County business only. The reimbursement of the vehicle shall be in compliance with the provisions of Administrative Procedure 1-4.

Section H. In addition to the above, administrative leave may be granted by the chief administrative officer, or designee to:

1. An employee or groups of employees in cases of:
    a. General public emergency, or
    b. An unhealthy or dangerous situation in a county facility.

2. An employee who is relieved of duties pending:
   a. An investigation of incidents or charges,
   b. Removal, or
   c. A determination as to fitness for continued duty;
3. An employee for attendance at officially approved meetings or conferences;
4. An employee who is subpoenaed to appear in administrative proceedings before an administrative body;
5. An employee under other circumstances as the chief administrative officer determines necessary and in the best interest of the County government.

Section I. In addition, administrative leave shall be granted to:

1. An employee who is subpoenaed as a witness in a civil or criminal case, administrative proceeding or is to serve on a jury unless the employee is subpoenaed as a witness in a civil case that is unrelated to the employee's official duties and to which the employee is a party. [See Side Letter: *July 1, 2001*.]
2. A full-time or part-time employee shall be granted paid leave for 3 consecutive workdays in the event of a death in the immediate family as defined as follows:

   Parent, step-parent, spouse, brother or sister, child or stepchild, grandparent, grandchild, domestic partner, and legal guardian; Domestic partner's parent, step-parent, grandparent, and grandchild; Spouse's parent, step-parent, grandparent, and grandchild; or any other relative living with the employee at the time of death. In extenuating circumstances the chief administrative officer may approve administrative leave for other relatives. [See Side Letter: *June 20, 2001*.]

   In addition, an employee who must travel more than 250 miles one way from their residence in connection with a death in the immediate family is entitled to an additional consecutive workday of leave.
3. A unit member who is a member of a reserve component of the armed forces of the United States for training purposes not to exceed fifteen (15) days annually. Application for military leave for training purposes shall be made immediately upon receipt of orders for active duty for training. The chief administrative officer may permit waiver of the 15-day limitation when two annual training periods are scheduled in one calendar year.
4. An employee who is relieved of police powers in excess of 90 days pending (excludes employees who are suspended for alleged commission of a felony):
   a. An investigation of incidents or charges, or
   b. Removal.

Section J. Blood Donations. Up to three (3) hours of administrative leave shall be granted to unit members at the end of a tour of duty for the purpose of donating blood.

Section K. Organ Donor Leave. An employee who is an organ donor shall be provided administrative leave for:

a. Seven (7) days in any twelve (12) month period to serve as a bone marrow donor, and
b. Up to thirty (30) days in any twelve (12) month period to serve as an organ donor.

The Department Director shall grant administrative leave to an employee to serve as an organ donor.

Organ donor leave is in addition to any annual leave, sick leave, personal days or paid time off that the employee is otherwise entitled to.

The employee must provide medical documentation of the bone marrow or organ donation before leave is approved.

Article 3 Agency Shop and Dues Check-off

Section A. It shall be a continuing condition of employment with the County that employees covered by this Agreement: 1) shall become and remain members of the FOP in good standing to the extent of paying the FOP membership dues, or 2) in the alternative an employee shall be required to pay a service fee in the amount of twelve dollars ($12.00) biweekly for a total of three hundred twelve dollars ($312.00) per year for the duration of this contract. Such biweekly payments shall be deducted by the County. In the event of an FOP dues increase, the service fee may be increased on July 1 of any year of this Agreement upon sixty (60) days advance notice to the County. The increase shall not exceed the new dues amount. The FOP is responsible for certifying in writing all dues increases and the correct amount to be deducted for each bargaining unit member.

Section B. The FOP shall, upon the County's request, not more than once each year of this Agreement, provide to the County an opinion of its counsel certifying to the FOP's compliance with the substantive and procedural requirements of applicable public law with respect to fees charged nonmembers.

Section C. The FOP shall indemnify and hold the County harmless against any and all claims arising from actions taken by the FOP with regard to the collection of agency service fees and voluntary political contributions or the resolution of disputes concerning agency service fees and voluntary political contributions, including the cost for attorneys, expert witness, or other litigation expenses, provided that the FOP may satisfy its obligations with respect to legal fees by offering to have the attorney representing the FOP in any proceeding hereunder represent the County. In the event the County is the sole defendant, or the County determines that there is a conflict between the interests of the FOP and the County Attorney's Office does not represent the County, then the FOP's legal fee obligation shall be limited to providing an attorney, acceptable to the County, whose fees are comparable to those customarily charged the FOP.

Section D. Voluntary Check-off. Upon receipt of a written authorization from a member of the bargaining unit in the form attached hereto, the County shall, pursuant to such authorization, deduct from the wages due each pay period, the amount of FOP dues or the fee set forth in this Article. The Employer shall provide a voluntary check-off for voluntary political contributions from employees and shall make every reasonable effort to remit same to Lodge 35 on a biweekly basis. Any voluntary check-off form provided by Lodge 35 shall be in compliance with federal and state election law requirements. The County will remit the amounts deducted to FOP at its mailing address pursuant to procedures now in effect.

Section E. The County shall be relieved from making check-off deductions upon a bargaining unit member's (a) termination from employment, (b) transfer to a job outside of the Department of Police, (c) transfer to a job outside the bargaining unit, (d) layoff from work, (e) authorized leave of absence, or (f) revocation of the check-off authorization in accordance with its terms.

Section F. The FOP will reimburse the County, the member, or the employee for any check-off amounts which are paid to the FOP as a result of an error or a violation of applicable law. The County assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the FOP shall indemnify and hold the County harmless from any and all claims, grievances, arbitrations, awards, suits, attachments or other forms of liability and legal fees arising out of any actions taken or not taken by the County for the purpose of complying with any of the provisions of this article, provided that the FOP may satisfy its obligations with respect to legal fees by offering to have the attorney representing the FOP in any proceeding hereunder represent the County. In the event the County is the sole defendant, or the County determines that there is a conflict between the interests of the FOP and the County Attorney's Office does not represent the County, then the FOP's legal fee obligation shall be limited to providing an attorney, acceptable to the County, whose fees are comparable to those customarily charged the FOP. The FOP assumes full responsibility for the disposition of the funds deducted under this article as soon as they have been remitted by the County to the FOP.

Section G. Nothing in this Agreement shall be read to imply that the FOP represents members who are not "employees" as defined in the County Collective Bargaining law for purposes of collective bargaining or that such members are covered by the other terms and conditions of this Agreement.

Section H. FOP Deferred Compensation Plan. The FOP may offer and administer an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Service Code and IRS Revenue Ruling 2004-57. The parties acknowledge and agree that the County shall not function as a plan fiduciary except as required by federal law, and will not be responsible for the administration and regulatory compliances of said plan, and the FOP agrees to indemnify the County against any claim or loss arising out of the operation of the plan.

The County shall remit unit member contributions to said plan's trust. Said contributions shall be authorized by the unit member with the FOP or said plan's third party administrator, who will provide the County with data, in a format approved by the County so that the County can remit said contributions to the trust. The County's administrative responsibility shall be limited solely to the transfer of said contributions. At that time, unit members may no longer contribute to the County's deferred compensation plan.

Unit members have a one time election to keep his or her current account balance in the County's deferred compensation plan. If no election is made in a form and manner to be agreed by the parties, the current account balance shall be placed in the union offered 457 plan and the unit member shall be responsible for costs (back load fees), if any, associated with such transfer. Transfers of assets from the County's deferred compensation plan must comply with all IRS rules and regulations and any such transfer shall be deemed elected by the unit member. No assets will be transferred from the County's deferred compensation plan into said plan, unless said plan is eligible to receive said transfers. All new contributions of current unit members and new hire contributions must be contributed to the union plan. However, if a member becomes ineligible to participate in the union offered 457 plan, then they may no longer contribute to the union offered 457 plan and may elect to transfer said assets to the County plan. If no election is made, in a form and manner to be agreed, the account balance shall remain in the union offered 457 plan. The participant shall be responsible for costs (back load fees) associated with such transfer.

The FOP must provide the County an opinion of counsel letter upon establishment of the plan stating that the said plan meets the definition of an eligible governmental deferred compensation plan under Section 457 of the Internal Revenue Code. The FOP shall provide the County with certificates of insurance that confirm that the FOP has and maintains insurance against a breach of its fiduciary duties to its members who are county employees; the insurance and certificates must reflect that the County is an additional insured under the policies and the insurer must be licensed to do business in the State of Maryland; the insurance shall be in the minimum amount of $1 million dollars for all claims per year. The County agrees to pay towards the FOP's cost of this insurance up to the amount of any difference in cost that it receives as a result of transferring funds from its Plan to the FOP's Plan, and any additional costs will be borne by the FOP. The FOP must contract with a trustee acceptable to the County (County's determination that a trustee is not acceptable must be reasonable) to hold the assets of the plan and must contract with an independent investment consultant to monitor the designated union investments so that the FOP may perform its fiduciary duty to its members with respect to those funds. Once the Plan is established, the County will seek a private letter ruling (PLR) from the IRS approving said plan, and the union will join in such application. If the IRS recommends corrections to said plans, the plan and language in the collective bargaining agreement shall be amended to bring the plan into compliance to satisfy the requirements of the IRS and that of an eligible 457 plan. However, such assurance that said plan remains in compliance with Section 457 of the Internal Revenue Code shall be required upon establishment of said plan and periodically thereafter as requested of the County or by its independent auditors. The County shall not be required to remit contributions to said plan's third party administrator in the absence of such reasonable assurance. The FOP may carry out provisions in this Agreement by forming a single trust with one or more other Montgomery County collective bargaining unit representatives to form a single trust to administer the plan.

Upon notice by the Union that the Union deferred compensation plan is prepared to accept auto enrollments, the Employer agrees to withhold from unit members' biweekly pay such contributions as specifically directed by the Union or its administrator. Union or its administrator is responsible for notifying Employer of any contribution change. Employees may opt out of any auto enrollment program at anytime in accordance with terms established by the FOP and such opt out requests shall be transmitted to the employer by the Plan or its administrator for processing consistent with existing protocol for contribution changes.

The Union will administer the auto enrollment arrangement in accordance with all applicable state and federal laws, including but not limited to:

- preparing and distributing all required notices on a timely basis,
- processing withdrawals of contributions made within the first 90 days of participation
- establishing default investments

Article 4 Prevention of Substance Abuse/Employee Rehabilitation

Section A. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through a County program.

Section B. *A*lcohol-related disciplinary problems will not be exclusively dealt with in a punitive fashion.

Section C. Incidents of apparent alcohol and substance abuse by employees and/or the need for rehabilitation shall be administered pursuant to the procedure *Prevention of Substance Abuse/Employee Rehabilitation*, found at **Appendix A**, as amended July 1, 1992, of this Collective Bargaining Agreement. [See Side Letter: *July 13, 1999*.]

Article 5 Tech Pay

Section A. Canine Officers.

1. Canine officers shall be compensated for the care and maintenance of the canine based upon their regular hourly police rate. Time allowed for care and maintenance shall be .5 hour per day. The officer shall be paid at the overtime rate for care and maintenance for hours in pay status in excess of forty (40) in the workweek. [See Side Letter: *March 15, 1996*.]
2. The officer shall not be compensated for care and maintenance of the canine on any day in which the canine is housed in a kennel for the entire day (12 midnight to 12 midnight).

Section B. FTO Pay.

1. Employees, other than MPOs, who are assigned Field Training Officer responsibilities, shall receive an FTO differential of **$6.00** per hour for each hour worked while training.
2. The Employer may continue the practice of nominating officers for annual leave awards for performing field training duties.

Section C. Multilingual Pay Differential.

1. *Skill Levels.* The Parties agree to establish a pay differential for officers whose job requires the occasional use of multilingual skills or signing. Affected officers will be afforded an opportunity to qualify for the multilingual pay differential.

   Basic Skills. Basic skills are defined as those skills primarily required for signing or oral communication and comprehension such as those used in conversation with clients and citizens.

   Advanced Multilingual Skills. Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension.

   Expert Multilingual Skills For Interrogations and Investigations. Mastery of both basic and advanced skills necessary for comprehensive use in interrogations, investigations and legal proceedings.

   Test Administrators: Employees who are selected by the County to administer basic skills and advanced multilingual skills performance examinations.
2. *Certification.* Prior to becoming eligible for the pay differential, the employee must successfully pass a language certification examination administered by the Office of Human

Resources. Employees will initiate requests for multilingual certification through the County's Office of Human Resources. The Employer will contact employees to schedule an examination, which, under normal circumstances, will be conducted within thirty (30) days after the employee requests certification. Testing will consist of a performance examination for those unit members who claim basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those employees claiming advanced skills. The designation of a skill level is non-grievable and non-arbitrable. In the event the employee fails the examination, the employee may request a second examination ("retest") with a different test administrator. The retest will be conducted promptly. If the employee fails the second examination, the employee may request a third examination within sixty (60) days after the second failure. The examination will be conducted promptly. In event the employee fails the third examination, the employee may not request any additional examinations for six (6) months. This program shall not be administered in an arbitrary, capricious, or discriminatory manner.

Upon certification by the Office of Human Resources, language translation/interpretation skills will be made a performance guideline on the officer's performance appraisal form. [See Side Letter: *January 8, 2007*]

3. *Compensation.* Compensation is determined by the officer's certified language skill level. Compensation is paid for all hours actually worked during the pay period. Officers certified at the basic skill level will receive one dollar per hour for all hours actually worked. Officers certified at the advanced skill level will receive two dollars per hour for all hours actually worked. Officers certified at the expert skill level for interrogations and investigations will receive three dollars per hour for all hours actually worked.[1]

   Certified officers will indicate on their time sheets the multilingual skill code ML3 for Basic Skill certification, and ML4 for Advanced Skill certification and ML7 for Expert Skill for interrogations and investigations.

4. *Overtime.* Certified officers will be paid overtime on the multilingual differential only for use of the skill during hours subject to overtime pay, i.e. in excess of the regular workday or workweek.

5. *Transfer.* It is recognized that once an employee is designated in a skill level, he/she may be transferred to an assignment where the skill is needed.

6. For FY12, at the County's option, no new officers will be tested for entry in to the Multilingual program.

Article 6 Clothing Allowance

Section A. Effective July 1, 2013 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	$1338
SAT	$862
Casual	$569
Partial	$391

All Unit members who wear non-uniform clothing to be placed in a category under this section. Categories are to be agreed by the parties.

1. Expert Level not funded by the County Council, FY 2011only.

Section B. Procedure for Payment of Clothing Allowance.

1. The clothing allowance shall be paid to the member in quarterly installments every three (3) months from the time the unit member is assigned. The amount paid the unit member shall be pro-rated and paid, on a quarterly basis, in January, April, July, and October.

   Unit members transferred to a position, which is a non-uniform capacity, shall receive a clothing allowance advance under the following conditions:

   a. The member must be transferred from a uniform to a non-uniform status for at least two full pay periods.

   b. The member must not have worked in the past calendar year in a unit which receives a formal or a variety allowance.

   c. The advance received shall be equal to the amount the member is entitled to annually.

2. The County will repair or replace personal items which are lost or damaged in the line of duty, provided, the item is moderately priced and an item normally worn with the style of clothing required in the unit of assignment and the loss or damage incurred in the line of duty was not as a result of negligence. Civilian clothing worn by members while operating a PPV will be considered personal items.

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 for the purchase of running shoes. This section shall not apply to members of a recruit class.

Section D. Shoe Allowance for Certain Uniformed Officers. Unit members requiring irregular shoes sizes that are considered "hard to fit", i.e. size not available through police supply, shall receive an annual shoe allowance of $115.00.

Bicycle officers, who are assigned bike duties full time shall receive an annual shoe allowance of $115 in order to purchase bike shoes.

Bicycle officers, who are assigned bike duties part-time shall receive a shoe allowance every two years of $115 in order to purchase bike shoes. If bike shoes purchased between allowances become unserviceable, the bicycle officer will turn them in at supply for the employer to replace them or provide a new shoe allowance.

The bicycle shoes must be all or predominantly black in color.

Article 7 Communications Facilities

Section A. Bulletin Boards. The FOP shall have the exclusive use of the FOP bulletin boards in each station, geographical unit, and in headquarters.

Section B. Interdepartmental Mail. At each station, geographical unit, and police headquarters, the FOP shall have a mailbox and shall be allowed the use of interdepartmental mail. The Lodge office shall be included as a stop in the interdepartmental and intradepartmental mail system, whether contracted for or maintained by the County or the department, provided the Lodge office remains at 610 Professional Dr, Gaithersburg, MD 20879. In the event of a change in the business address of the Lodge, the delivery of County government mail will be subject to further negotiation.

Section C. Use of Facilities. The FOP shall:

1. Have use of police department FAX machines.

2. Continue to be assigned a mailbox within the County's E-Mail system to be used for Lodge business. Unit members may use the E-Mail system for official Lodge business.

3. Continue to have an electronic bulletin board for the posting of messages related to Lodge 35 business.

4. Any costs incidental to maintaining the E-Mail system shall be paid by the FOP.

5. Usage of the Employer-provided Internet, Intranet, or E-Mail by bargaining unit employees through the use of Employer owned equipment shall be in conformance with county policies governing such use. [**Appendix H**.]

   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.

   [See MOA: *January 23, 2020*]

6. Access to police facilities shall not be restricted solely on account of duty status. Nothing herein shall be construed as restricting the employers ability to consider the basis of the duty status.

Section D. Distribution of Internal Directives. Members of the bargaining unit will continue to be provided internal directives in a reasonable, timely manner.

Section E. Visitation.

1. Short messages by Four-Phase such as announcements of meetings sent by the FOP shall be read at roll calls.

2. Officials of the FOP may be granted reasonable time to address roll calls (in person or by VCR/DVD) under the following conditions:

   a. Only after the usual roll call business is concluded;

   b. Reasonable advance notice is given to the shift sergeant prior to roll call starting time; and,

   c. Time allowed shall not exceed the regular conclusion of roll call.

   d. Permission to address roll calls shall not be unreasonably withheld.

3. Officials of the FOP shall be given reasonable advance notice of all new employee orientation sessions in which new bargaining unit members are participating or academy class orientation sessions. The FOP will be provided at least five minutes at the beginning and 30 minutes at the end of an academy class orientation session to address employees about their contract, benefits, and FOP representation.

4. Officials of the FOP shall continue to have reasonable access to all work sites so long as such visits will not interfere with the conduct of normal County business. It is understood, and Lodge 35 acknowledges, that this paragraph establishes no new right and merely preserves the past practice in regard to access to work sites.

5. Officials of the FOP shall be given an additional 45 minutes to address each academy class

subsequent to training week 12. The exact date and time shall be scheduled between the FOP and Academy staff. Flexibility shall be allowed for rotations.

6. Officers of the FOP shall be afforded up to one (1) hour of class time for each in-service session. The FOP shall provide the department with as much notice as possible in the event the FOP will be unable to attend the session.

Article 8 Contract Grievance Procedure

Section A. Definition of Grievance. A *grievance* is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement. It is understood and agreed that the grievance and arbitration procedures set forth below shall be the exclusive forum for the hearing of any grievance and the exclusive remedy for any grievance as defined above, provided, however, that this provision shall not preclude an individual or the FOP from bringing the terms and provisions of the contract to the attention of any tribunal properly considering a matter to which the contract may relate.

Section B. Informal Resolution.

1. Except in exigent circumstances or where a grievance relating to compensation is based on a claimed computational or factual error, an employee must notify the president of the FOP that he or she has a grievance within thirty days (30) after he or she knew or should have known of the existence of the dispute or grievance.

2. Informal Complaint Resolution:

   The parties encourage that wherever possible, they will commit to the use of an informal complaint resolution process [ICR]. A member may notify a steward or other authorized Union official who may initiate this process within ten days from the date the member knew or should have known of the dispute. The process can begin with any form of notification (verbal or written) but each party should note and acknowledge that date. In totality, the ICR will be completed within fifteen days of presentation; however, upon mutual agreement, the period can be extended to no more than thirty days.

   After receiving notification from the member, the authorized union official will then contact a management representative assigned to the functional unit from which the dispute emanates, and these parties will engage in the ICR discussions. At this point the parties shall meet to engage dialogue and compromise to resolve the disagreement. Neither party shall utilize outside counsel.

   The ICR will have no impact on the rights of the union to initiate the formal grievance procedure.

   Any resolution that requires future relief shall be memorialized in writing by the representatives. Only in those cases that require future relief, the statements of resolution will be forwarded to the appropriate parties in order to facilitate timely implementation of the resolution. Dispute resolutions are specific to the disagreement at hand and there is no expectation that the settlement will constitute precedent. If the grievance is not resolved at this stage, it may be processed as provided below.

Section C. First Step of the Grievance Procedure. A grievance shall be presented in writing to the employer through its Office of Labor Relations within twenty (20) calendar days after the president receives notice of the alleged contractual violation, or with reasonable diligence should have received notice of the violation, provided that if the grievance is presented under Section B of this article, equivalent additional time shall be added. The FOP shall forward a copy of the grievance to the chief of police. The grievance shall be set forth with reasonable clarity. The employer, or designee, and representatives of the bargaining unit shall meet and discuss the grievance within thirty (30) calendar days after it is presented to the employer. The purpose of the meeting is to engage in dialogue in an effort to resolve the grievance. The Employer shall promptly and without unreasonable delay, provide to the FOP all documents and information reasonably requested by the FOP that reasonably have a bearing on the FOP's ability to make informed decisions in the

processing, settlement, or dismissal of grievances at the earliest possible time. The FOP agrees that the Union and its representatives will maintain the confidentiality of all personnel records and related personnel information provided to the Union. Both parties shall designate representatives with settlement authority. The employer shall respond, in writing, to the grievance within seventy-five (75) calendar days after the grievance is filed.

Section D. Alternative Dispute Resolution. The parties may mutually agree to refer the grievance to either: (1) mediation or (2) advisory arbitration. Neither party shall utilize either the Office of the County Attorney or outside counsel.

1. Mediation: Upon mutual agreement, either party shall request the services of a Federal Mediation and Conciliation Service mediator unless the parties mutually agree to utilize another mediator.
2. Advisory Arbitration: If the Union and the Employer voluntarily agree to advisory arbitration, the mediator/arbitrator names shall be selected from the jointly agreed upon grievance arbitrators. At advisory arbitration each party's presentation will be limited to a brief oral argument and supporting documentation. Presentations shall be limited to thirty (30) minutes. At the conclusion of the parties' presentations the arbitrator will recommend a resolution to the grievance. Cost of advisory arbitration is split. The advisory arbitration recommendation shall be confidential and shall not be referenced in any other forum. The party rejecting the arbitrator's recommendation will pay for the cost of grievance arbitration if that party does not prevail at the grievance arbitration. However, the cost of arbitration shall be borne equally by the parties if the parties jointly reject the recommendation received under this section or the party rejecting the arbitrator's recommendation prevails at the grievance arbitration. In the event of a dispute, the determination as to whether a party prevails at the grievance arbitration shall be determined by the grievance arbitrator after the issuance of the grievance arbitration award.

Section E. Arbitration.

1. Upon receipt of the response from the employer, or upon expiration of the seventy-five day period, the FOP may refer the grievance to arbitration by providing written notice to the employer within sixty (60) days after receipt of the response, or within sixty (60) days after expiration of the seventy-five (75) day period. The notice shall indicate the intention to use counsel, and must include any intention to use one of the alternate dispute resolution processes described in Section D.
2. The arbitrator shall be chosen from a panel composed of persons agreed to by the parties. The arbitrators shall be selected to hear succeeding grievances in rotation in the order their names appear. If the arbitrator slated to hear a grievance cannot hold the hearing within a reasonable time, the next arbitrator shall be selected. [See Side Letter: *September 21, 1999*]

Section F. Arbitration Procedures.

1. Pre-Arbitration Procedures.
   a. Unless otherwise agreed to by the parties, arbitrations shall be set for the first Wednesday of every third month beginning with August 2007.
   b. At the time an arbitrator is notified of his or her selection for an arbitration, the parties shall provide the arbitrator with a copy of the Agreement as furnished by the FOP, the Police Labor Relations law, the grievance and the response to the grievance.
   c. The parties shall meet no later than seven (7) calendar days before the date of the scheduled arbitration. At the meeting the parties shall identify the issue(s) succinctly, develop stipulations, and make a good faith effort to identify joint exhibits.
   d. The parties shall exchange information and exhibits prior to the arbitration. Unless otherwise agreed to by the parties, each party must deliver the information and exhibits to

the opposing party no later than 5:00 p.m., three (3) business days before the arbitration. Any exhibit not previously exchanged between the parties shall not be accepted into evidence unless the arbitrator determines there is good cause to accept the exhibit.

2. Arbitration.

   a. Arbitrators are encouraged to set aside the first hour(s) of the scheduled hearing to encourage and assist the parties to resolve the grievance.

   b. Unless the arbitrator believes and determines that a stenographer is necessary for a fair consideration of the grievance, stenographers shall not be used at the hearing. Either party may have an audio recording device present. Copies of any recordings must be provided to each party and the arbitrator if requested.

   c. Objections are strongly discouraged and should be made only if failure to object will result in prejudice to a party.

   d. Each party shall have its witnesses available and ready to testify. The parties and the arbitrator are strongly encouraged to exclude redundant testimony. Upon the request of either party, the arbitrator may take notice of undisputed facts without the need to call a witness to testify to such facts.

   e. Each party may make an opening statement not to exceed 20 minutes in length.

   f. Unless the arbitrator believes and determines that the filing of briefs is necessary to a fair and timely consideration of the grievance, neither party shall have the right to file a brief. Briefs are strongly discouraged and should only be allowed by the arbitrator when the above standard has been met. Briefs may not exceed 35 pages in length. The font size shall not be smaller than 13 point.

   g. If briefs are filed, the parties may not make closing arguments. If briefs are not filed, each party may make a closing argument not to exceed forty-five (45) minutes, unless the arbitrator believes and determines that additional time is needed for a fair consideration of the grievance. Each party may reserve a portion of the time allowed for rebuttal, but in the initial argument shall present the case fairly and completely and shall not reserve points of substance for presentation during rebuttal.

   h. Unless a case is complicated, the parties may jointly agree to notify the arbitrator at the beginning of the arbitration that a bench decision may be issued in lieu of a written decision. In the alternative, the parties may jointly agree that the arbitrator may issue a written decision not to exceed one (1) paragraph within two (2) business days of the arbitration. Otherwise, the arbitrator must submit a written opinion regarding the grievance within sixty (60) days after the hearing. Any arbitrator who issues a bench decision or a one (1) paragraph written decision within two (2) days of the arbitration shall be compensated for one (1) additional day. The costs of arbitration shall be borne equally by the parties.

Section G. Powers of Arbitrator. The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Contract and applicable public law if he or she decides any relevant. The arbitrator's decision shall be final and binding on all parties.

Section H. Uniform Arbitration Act. This Article will be governed by §3-201 *et seq*. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

Section I. Freedom from Harassment/Retaliation. A bargaining unit member(s) is assured freedom from restraint, interference, coercion, discrimination, reprisal, harassment, or retaliation in the exercise of his/her rights under this procedure.

Section J. When pay or compensation is awarded in a grievance arbitration or through other resolution, the Employer will provide FOP Lodge 35 with a copy of the Personnel Action Form, any distribution forms, and will keep the Union informed of issues concerning compliance with the Award or other resolution.

Section K. The parties agree to establish "standing" hearing dates for unresolved matters under Article 8 during the term of this agreement.

Article 9 Copies of Contract and Other Information

Section A. Printing. The County and FOP Lodge 35 agree to print and distribute the contract at their own expense.

Section B. Employee Information. The County shall promptly provide to the FOP information regarding initial employment or changes of address, telephone number (subject to release by the employee), duty station, pay grade, assignment, and separation from the bargaining unit for all bargaining unit employees.

Article 10 Court Time

Section A. Each officer attending court (to include MVA hearings, grand jury, deposition, or other job-related administrative hearings, e.g., workers' compensation, liquor board, hearing boards) when summonsed as a witness on his or her regular day off or during non-regularly scheduled working hours shall be guaranteed a minimum compensation of three (3) hours at a rate of one and one-half times (1.5) the member's regular hourly rate regardless of the actual time spent in court unless the officer works more than three (3) hours when not regularly scheduled or when off-duty. If the officer works more than three (3) hours, he or she shall be compensated at the rate of one and one-half times (1.5) his or her regular hourly rate for every hour spent in court. When an off-duty officer is required to appear in court two or more times during the initial three hour period, the officer will not be entitled to receive additional compensation until three hours have elapsed since s/he initially appeared in court that day. [See Side Letter Ref. Grievance Settlement: *May 7, 2001*.]

Section B. It is further agreed that the existing policy concerning court time for investigators shall remain in effect and be extended to apply to Special Assignment Team (SAT) officers pursuant to the grievance settlement memorandum dated February 13, 1984. **Appendix B.**

Section C. Court Attendance.

1. Unit members will be present in court and will remain until excused by the presiding judge, the assistant state's attorney, or the court liaison officer until the case in question is concluded.
2. If a unit member has been summoned to court and is unable to attend for any valid reason (personal illness, leave, family problem of urgent proportions, unavoidable conflict of schedule, etc.), then notification of that fact shall be made by the unit member or his/her designee either in person or by telephone to:
    a. The state's attorney liaison officer if the case is to be tried in circuit court.
    b. The district court liaison officer for cases tried in the district court.
3. Notification of an inability to attend court shall be provided the court liaison officer so that postponements may be scheduled. [See Side Letter Ref. Court Cancellations: *May 7, 2001*.]

Section D. Cancellation of Court Appearance. In an effort to provide timely notification to officers concerning the cancellation of scheduled appearances in criminal and incarcerable traffic cases in District Court, the County will establish a call-in process utilizing a dedicated telephone line and will post this information on a recorded message for retrieval by officers.

1. Information regarding the cancellation of court appearances will be posted by recording as of 6 p.m. on the weekday preceding the scheduled court appearance. The County will also

endeavor to provide this same information to each officer electronically. Exempt from this notification are District Court closures due to inclement weather, emergency conditions or other such reasons.

2. Officers scheduled to appear in court are required to phone the recorded message on the day preceding the court appearance.
3. If an officer fails to phone the message line as required, and the message line provides information that a specific court case has been cancelled, should the officer appear in court for that specific case, the officer will not be paid in accordance with Section A of this Article for appearing in court.
4. Bargaining unit employees will be provided a toll free number to call for court cancellations.
5. In the event that the message line is inoperative, which precludes officers from obtaining the necessary information concerning court cancellations, they will report for court assignments as scheduled, and be compensated for same in compliance with Section A of this article.

Article 11 Chronic Incapacity

Section A. Definition of Chronic Incapacity. An injury, illness, or physical or mental condition which causes a chronic, open-ended, and indeterminate inability to continue to perform one or more of the principal tasks of a police officer as set forth in the class specifications. [See Side Letter: *March 23, 2007*]

Section B. No Effect Upon Retirement Law. This procedure shall not interfere with, impede, or supersede any provision of the County retirement law.

Section C. Placement to be Noncompetitive. Placement in any assignment as accommodation for a chronic incapacity shall be in the classification and grade held by the employee at the time of the assignment. Such assignment shall be noncompetitive.

Section D. Accommodation. The department will use its best efforts to accommodate chronically incapacitated unit members by assigning them to duties within their capacity and within the bargaining unit. If, despite the department's best efforts, no such assignment is made and the member is not retired, the employer will accommodate the unit member in accordance with the Americans with Disabilities Act [ADA]. A claim that the accommodation does not satisfy the requirements of the ADA shall not be grievable. [See MOA Settlement: *March 27, 2007*.]

Section E. Temporary Incapacitation. To the extent it is not violative of the ADA or other law, the following shall apply to unit members.

1. *Fitness Categories*. For the purpose of competently dealing with the personnel needs of the department, there are herein established three categories of fitness. The critical criteria for determination of the categories is the ability of an officer to perform the full scope of duties and responsibilities of a sworn police officer. The categories established are: full duty, restricted duty and disability.
    a. Full Duty Officer is able to fully perform all duties and meet all responsibilities required of a sworn officer.
    b. Restricted Duty Officer is not able to fully perform all duties or meet all responsibilities required of a sworn officer. Further, the reason for the incapacitation is determined to be of a temporary nature. An officer in this fitness category must have moderate levels of physical fitness and mental health as determined by a medical authority. Within the fitness category of restricted duty, an officer will be in either a limited or light duty status.
2. *Duty Conditions*. The following conditions apply to all officers on restricted duty, (either limited or light duty categories):

a. The officer must submit a physician's certification of condition and/or be examined by an Employee Medical Examiner as required by his/her respective bureau chief.

b. If the officer is performing in the limited or light duty assignment at an acceptable level of competency, he/she is eligible to receive a regular service increment.

3. *Limited Duty.*

a. An officer will be placed in a limited duty status when the officer can perform most of the duties assigned; however, a specific, temporary medical limitation exists regarding the type or degree of duties the officer is physically capable of performing. The medical limitations must be well controlled and present no unreasonable risk to the individual, other employees or the public during performance of duty.

b. An officer in a limited duty status may be assigned, on a temporary basis, to a position which has assigned duties and responsibilities consistent with his/her medical restrictions. Upon return to full duty, the officer will normally return to his regular assignment.

4. *Light Duty.*

a. Officers will be placed in a light duty status when temporarily incapacitated such that they cannot perform all of the duties of their assignment without presenting an unreasonable risk to the health or safety of themselves, other employees or the public. Light duty includes, but is not limited to, pregnancy.

b. An officer in a light duty status will be assigned to a duty position. The duty assignment will be determined in accordance with the needs of the department and be compatible with the restrictions caused by the injury or illness. The department will maintain the Restricted Duty/Disability Unit as one area available for assignment.

c. An officer on light duty is subject to the following conditions:

(1) Officer is relieved of all law enforcement responsibility. (Being relieved of law enforcement responsibility means an officer is not required to take police action, but in his judgment he may take action. This decision must be made by the officer on a case-by-case basis after considering the risk of further injury to the officer, the potential injury to the victim of the crime and/or bystanders, and the nature of the event.)

(2) In stress and psychological cases and in unusual or extenuating circumstances the Employer will determine what, if any, further personnel action is necessary. Various factors, such as the officer's ability to handle a weapon, operate an unmarked police vehicle, make an arrest, deal with the public, etc., will be considered before a determination is made as to what restrictions should apply to the officer.

(3) If it is determined that the officer's police powers are to be suspended, the commanding officer or his designee will complete MCP 553 (Suspension of Police Powers) and MCP 552 (Memo of Notification).

(4) In all cases, the officer will be notified in writing as to what restrictions apply.

(5) Officers will not operate a marked police vehicle. In accordance with Article 35, Section G.(13), a PPV participant will relinquish the car for the period of light duty. The officer may operate administrative vehicles in a non-emergency capacity, i.e., administrative duties.

(6) A line officer in a light duty status will be temporarily reassigned to an appropriate position within the department. A staff officer may continue to perform in his/her regular assignment depending upon the nature of the injury.

5. *Temporary No-Duty.*

   a. Officers will be in a temporary no-duty status when they are unable to perform the duties and responsibilities of the assignment without representing an unreasonable risk to themselves, other employees or the public. An officer on sick leave or disability leave will be in this status and his/her return to another status must occur consistent with Article 23, §A.3 of this agreement. Sick leave approved in advance for such incidents as medical appointments, family illness, etc., will be an exception to the policy in that the officer will not be in a no-duty status. In other extenuating circumstances, such as leaving work due to a sudden illness or a minor injury, the officer's immediate supervisor may grant permission for the officer to operate a PPV for a reasonable period of time in order to return to his principal place of residence.

   b. The following conditions apply initially to an officer in a no-duty status:

      (1) The officer will not wear the police uniform.

      (2) The officer will not operate a police vehicle.

   c. An officer using more than five (5) consecutive days of sick leave shall submit to his/her supervisor a certificate from a physician or other recognized medical practitioner. The certificate shall confirm the illness and officer's inability to report to work or to perform part or all of the duties and responsibilities of his position and the dates of treatment.

   d. After evaluating various factors such as the officer's ability to handle a weapon, operate a police vehicle, make an arrest, deal with the public, etc., a determination will be made as to what restrictions will apply to the officer.

   e. In all cases, the officer will be notified as to what restrictions apply in his/her case.

   f. When the officer remains in this status for more than three (3) days if the cause was job-related or more than fifteen days (15) if the cause was not job-related, the following condition will apply in addition to those (¶ 5.b.1 and 2) above:

      The service increment will be delayed if the period of no-duty exceeds 50% of the rating period in accordance with Article 28. In such cases, reassignment of increment dates is not always necessary. The officer must be notified in writing by the department head and be given the reason for the delay prior to the effective date of the action. The necessary paper work should be completed and sent to the Police Personnel Section via the chain of command by the fifth of the month (preceding the increment date) to ensure timely processing.

6. In accordance with Article 28, a service increment shall not be delayed or denied because of a service-connected injury or illness, provided the officer received a satisfactory or acceptable evaluation in the preceding rating period.

Section F. Reopener. This article shall reopen should the number of officers who are affected under § D exceeds 1.5% of the bargaining unit complement**.**

Article 12 Seniority

Section A. Definition. Except as provided in this section below, seniority of a bargaining unit employee is calculated based on the total service time as a police officer or police officer candidate (from the date of commencement of academy class in Montgomery County, except where breaks in service of any duration occur or where an employee has been on authorized leave without pay for a period exceeding two pay periods (excluding leave for a purpose specified in Article 59, Section B.2., parental leave, military leave, leave pending resolution of a dispute over a disability leave determination, the employee is suspended without pay, political leave and any other leave where seniority is protected by statute or by this agreement). A police officer who has been on authorized leave without pay for a period exceeding two pay periods

subject to the above exclusions, will not receive seniority credit for that entire period of time. A police officer who leaves County service and is subsequently rehired shall receive credit for purposes of calculating seniority for any years of service prior to the break, regardless of the length of the break. This change in calculating seniority shall be applied prospectively only. When a lateral entry class starts after a regular academy class but graduates before the regular academy class, the date of commencement for the lateral entry class will, for seniority purposes, be the same as the date of commencement for the regular academy class. For the purposes of a tiebreaker between a lateral entry officer and regular academy officer, priority shall be given to the lateral entry officer. Further, whenever seniority is used to determine rights under this agreement between two or more sergeants, date of promotion to the rank of sergeant shall determine seniority. No unit member shall lose any benefit previously attained by virtue of seniority on account of calculation under this article. [Side Letter: June 15, 1998.]

Section B. Seniority List. The official seniority list shall be prepared by the County and indicate names, classification, dates of employment and service times as of the date of distribution. FMLA and political leave used shall count toward seniority.

Section C. Dates of Employment. Dates of employment for bargaining unit employees include the service time from full time employment as a police officer or police officer candidate (from the date of commencement of the academy class.) Except as indicated in §A, in the event of a tie regarding service time under these provisions, the following criteria, in order of priority, shall serve as tiebreakers in determining seniority: (1) academy class standing when two or more employees attended the same academy or lateral class session; (2) actual date of hire by the Montgomery County Government; and (3) months of prior qualifying (Article 36) law enforcement experience for a lateral entry. Retirement time purchased on a "buy back" basis because of military service or service with other agencies in or outside Montgomery County shall not be counted.

Section D. Probationary Period. Newly hired employees remain on their initial probationary period a full 12 months (excluding extensions) from the date they receive sworn status. Generally, this will coincide with a change in status from police officer candidate to Police Officer I. [See Side Letter: *July 29, 1999*.]

Article 13 Designation of Smoking Areas

Section A. Absent objection from another person who is present, unit members may smoke in buildings (such as sheds, garages, outbuildings, and the like) where no heating, air conditioning or ventilation systems are installed which would cause others to breathe secondhand smoke. Smoking will also be permitted in all other places except where prohibited by existing law or where special hazards such as explosives, gasoline, highly flammable materials, and the like are present. Enforcement of this provision shall be consistent with public law and employees in violation shall be subject only to civil penalties as prescribed by law. [See Side Letter.]

Section B. This Article will be reopened for negotiations in the event Bill 42-93 is invalidated in whole or in part. Failing agreement within sixty (60) days, the dispute will be resolved pursuant to the impasse procedures (excluding dates) of Chapter 33, §33-81(b) of the Montgomery County Code.

Article 14 Holiday Leave and Pay

Section A Definition. Holiday Leave is paid leave granted to each eligible employee on a full-day or part-day holiday.

Section B. Holidays.

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Day	Third Monday in January
3.	Presidents' Day	Third Monday in February

4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Christmas Day	December 25
10.	Special Holidays	Other days designated by action of the chief administrative officer as a full-day part-day holiday or as a non-workday. Religious holidays must not be designated as special holidays as approved absences on these days may be obtained through annual leave or alternative work schedules.
11.	Substitute Holidays	Other days designated by the chief administrative officer or as specifically provided in this article as a full-day or part-day holiday or as a non-workday.
12.	Special Substitute Holidays	Other days designated by action of the chief administrative officer for categories of County employees providing County services to other County agencies.

13. For 1998 only, Columbus Day (October 12, 1998) and General Election Day (November 3) shall be observed as holidays.

Section C. Substitute Holidays.

1. When a holiday falls on a Sunday, the following Monday is a substitute holiday and observed as a holiday for that year for each eligible employee.
2. When a holiday falls on a Saturday, the preceding Friday is a substitute holiday and observed as a holiday for that year for each eligible employee.
3. The chief administrative officer or designee may require some or all employees of an agency which provides services on Saturday or Sunday to observe the actual holiday in lieu of a substitute holiday on the preceding Friday or following Monday.
4. When a holiday falls on an eligible employee's regular day off, the employee must either be credited with an equivalent amount of compensatory leave or, at the employee's option (subject to budget limitations), paid at the employee's regular hourly rate for the holiday.
5. Unit members working on Christmas Day, New Year's Day, and/or July Fourth, and/or the respective substitute holiday shall be compensated at their regular rate of pay plus premium pay for all hours worked on the actual or substitute holiday. When a member works both the holiday and the substitute holiday, he/she shall only be entitled to earn premium pay or compensatory leave for one of these days. All hours in excess of the normal workday or workweek shall be compensated in accordance with the overtime provisions of Article 15 of this Agreement.

Section D. Employees Eligible for Holiday Leave and Special Substitute Holiday.

1. An employee normally scheduled to work on a holiday is eligible to be granted paid holiday leave.
2. An eligible employee on paid authorized leave during a period in which a holiday falls will be considered on holiday leave for that day.

Section E. Employees Not Eligible for Holiday Leave. An employee on non-pay status on both the employee's last regular workday before and the first regular workday after a holiday or an employee who is absent without leave on either/or both days mentioned above, will not be eligible for paid holiday leave for that holiday.

Section F. Holiday Leave and Premium Pay.

1. As far as practicable, each employee will be released from attendance on duty on a holiday and eligible employees must receive regular pay for the holiday.
2. As necessary County services must be maintained, an employee may be required to work by the chief of police or designee on any day designated as a holiday.
    a. The chief administrative officer will determine which County services must be maintained on a full or partial basis; and
    b. The chief of police or designee must determine which employees must work and which employees will be off duty when employees' work schedules are subject to a seven (7) day operation. Other employees qualified to perform the work shall have the work assigned on a rotating basis from among those who wish to work as long as the assignment does not result in the payment of triple time and one-half (holiday work performed on the employee's regular day off).

Section G. Premium Pay for Holiday Work. An employee who is required to work on a holiday must receive:

1. Regular pay for the hours scheduled to be worked on the normal workday eight (8) or ten (10) hours, as applicable.
2. Premium pay at a rate of one and a half (1-1/2) times the regular hourly rate for each hour worked for the normal workday on which the holiday occurs.
3. Overtime compensation for each hour worked in excess of the normal workday of eight (8) or ten (10) hours, as applicable.

Section H. Premium Pay for Holiday Work on an Employee's Regular Day Off. An employee who is required to work on a holiday which is the employee's regular day off must receive:

1. Regular pay for the hours scheduled to be worked in the normal workday of eight (8) or ten (10) hours, as applicable, or a substitute holiday scheduled within the same pay period in which the holiday occurs.
2. Premium pay at a rate of time and a half the regular hourly rate for each hour worked for the normal workday of eight (8) or ten (10) hours, as applicable on which the holiday occurs.
3. Hour for hour compensatory time equal to the normally scheduled hours to be worked, eight (8) or ten (10) hours, as applicable.
4. Overtime compensation for each hour worked in excess of the normal workday of eight (8) or ten (10) hours, as applicable.

Section I. Premium Pay for Work on Actual and Substitute Holidays. An employee who works both the actual and substitute holiday must receive:

1. Regular pay for hours scheduled to be worked in the normal workday on which the actual or substitute holiday occurs of eight (8) or ten (10) hours, as applicable.
2. Premium pay at the rate of one and a half (1-1/2) times the regular rate of pay for each hour worked for the normal workday of eight (8) or ten (10) hours, as applicable on either the actual or substitute holiday, but not for both days.

3. Overtime compensation for each hour worked in excess of the normal workday on which the holiday or substitute holiday occurs of eight (8) or ten (10) hours, as applicable.

Section J. Compensatory Leave Credits in Lieu of Premium Pay for Holiday Work At the employee's option or whenever budgetary limitations preclude the payment of premium pay for holiday work, the employee must be credited with:

1. One and one-half (1-1/2) hours of compensatory leave for each hour of holiday work on the employee's regular workday; and,
2. Two (2) hours of compensatory leave (double time) for each hour of holiday work on the employee's regular day off.

Section K. Shift Differentials on Holidays and Substitute Holidays. The holiday premium provided for in this Article shall not be applied to increase any applicable shift differential.

Section L. Compensatory Time In Lieu of Holidays.

1. At the beginning of each leave year, employees will receive compensatory time consistent with the schedule enumerated in subsection 2 below and the employee's work hours as of the beginning of the leave year. This compensatory time is provided in exchange for three holidays which are no longer celebrated under this agreement.
2. Employees will receive, at the beginning of each leave year, compensatory time as follows. The compensatory time will be pro-rated for job share employees consistent with Article 55 *Job Sharing Program.*
   a. Employees whose regular workday is eight hours shall receive 22 hours of compensatory time.
   b. Employees whose regular workday is nine hours shall receive 24 hours of compensatory time.
   c. Employees whose regular workday is ten hours shall receive 26 hours of compensatory time.
   d. At the end of each leave year employees may receive payment for any compensatory leave balance up to the amount they were credited under subsection 2 (a-c) above. In order to receive payment, an eligible employee must advise the county in writing of their desire to be paid off for such compensatory time by February 15th for the previous leave year.

Section M. Personal Leave Days. At the beginning of each leave year, unit members will receive four personal days to be used for any purpose. The days must be used in full days (no partial days) and must be used during the leave year. All unused days are forfeited at the end of the leave year. Requests to use personal leave days will need to be scheduled and authorized in the same manner as annual leave is scheduled and approved. Personal leave benefit will be pro-rated for part-time employees. [It is understood that this additional Personal Leave will be taken and used without additional personnel costs or use of overtime to backfill for unit members on personal leave.]

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

Article 15 Hours and Working Conditions

Section A. Hours and Overtime.

1. The regular workweek for patrol officers (excluding SAT), canine officers and officers assigned to the Telephone Reporting Unit shall be a four (4) day, forty (40) hour week. Except as provided at Paragraphs 3 and 6 of this Article or elsewhere in this Agreement, for all other officers, including SAT, traffic, detective, administrative, and support personnel, the regular week shall be a five (5) day (at the discretion of the County) forty (40) hour week. Roll call shall be included in the regular workday. All hours worked in excess of a regular workday or forty (40) hours per week shall be compensated at time and a half except for:

   a. The first two hours of services performed by an officer working while in an off duty PPV status.

   b. If the department reasonably projects that it will run out of overtime funds within a reasonable period it may request officers to accept compensatory time at time and a half for each hour of overtime worked. If the Employer requests that the County Council appropriate additional funds to make possible the continuation of overtime payments, and the request is denied, the department may require members of the bargaining unit to accept compensatory time at time and a half for each overtime hour worked in lieu of overtime pay. [See Side Letter Ref. Pre and Post Shift Preparation Pay: *March 18, 1996*.]

2. It is recognized that the County may change work schedules in effect at the time this Agreement was negotiated. The parties agree to meet and exchange views about such changes prior to their implementation, including their impact upon this Article and Article 42 of this Agreement. Such exchanges of views shall not constitute waiver of any rights afforded by this contract or applicable law.

3. Upon the determination by the County that the operating needs of the department will be met by assigning some or all of the General Assignment Division complement to a four day, forty hour workweek, the workweek of some or all of the General Assignment Division officers shall be changed to a four day, forty hour workweek.

4. For purposes of this Article, "hours worked" refers to hours the employee is in a pay status, including, for example, any paid leave. However, when an employee applies for and takes any paid leave after the employee has been notified that s/he is scheduled to work overtime that day, then the leave period on that day will not be treated as hours worked for the purposes of calculating overtime compensation.

5. When an employee who works overtime from an overtime callback list takes sick leave after working overtime that day, then the sick leave taken will not be treated as hours worked for the purposes of calculating overtime compensation.

6. Alternate Work Hours

   a. Bargaining unit employees working a five-day workweek may be eligible upon approval of the County to work a "compressed workweek" pursuant to County Administrative Procedure 4-34, effective January 27, 1994 (**Appendix P**). As provided in this procedure, the approval of a compressed schedule is at the sole discretion of the County and is not grievable or arbitrable.

b. The option of a compressed work schedule for district detectives shall be at the discretion of the employee.

c. Upon the determination by the Employer that the operating needs of the Department will be met by assigning some or all of the Special Assignment Teams to modified compressed work hours, the workweek of some or all of the Special Assignment Teams may be changed to the modified work hours attached as **Appendix Q**.

d. Except as provided elsewhere by this Agreement, some or all other officers, including SAT, traffic, detective, administrative, and support personnel, may, by agreement of the parties, work alternate flexible work hours and options, including 4 day / 10 hours and telecommuting. Alternate flexible work hours and options under this subsection are encouraged but not required.

7. Unit members shall not be required or permitted to work more than 20 consecutive hours in any 28-hour period. [Editing note: Original text reads, "28 hour time period".]

8. An employee will be relieved from duty if, in the reasonable articulated judgment of the supervisor, the employee has exhibited signs of fatigue that significantly affect the bargaining unit member's ability to safely carry out work related functions. Should an employee be relived during regular work hours (non-overtime status), s/he shall be placed on administrative leave for all remaining work hours.

Section B. Snow Emergency-General Emergency Pay.

1. *General emergency* for the purpose of this Agreement is defined as any period determined by the county executive, chief administrative officer or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services will be provided.

2. Whenever a general emergency is declared for the County by the county executive or designee, employees who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that employees are in an overtime status during the period of the declared emergency and are required to work, the employees shall receive their regular rate plus the overtime rate, consistent with pay policies for declared emergencies established by the procedure *Inclement Weather/General Emergencies*, found at **Appendix C** of this Collective Bargaining Agreement.

Section C. Publishing of Work Schedules.

1. Work schedules for employees will be published three (3) workweeks in advance for a one (1) workweek schedule. However SID, SWAT and SAT schedules shall be published 48 hours in advance for a one workday schedule, PCAT schedules shall be published 72 hours in advance for a one workday schedule, but may be changed upon the mutual agreement of the officer and a supervisor. Further, schedules for Community Service Section and Crime Prevention officers shall be published one week in advance for a one week schedule, but may be changed upon mutual agreement of the officer and a supervisor except for:

a. An employee whose work status is changed to or from full duty, or to or from light duty or alternate duty because of an injury or pending disciplinary investigation involving suspension of police powers or final disciplinary action. The employee shall be provided his or her new assignment schedule 48 hours in advance of the effective date of the transfer.

b. An employee's schedule or assignment may be changed upon mutual agreement of the officer and a supervisor. [See Side Letter ref. shift swapping: *June 25, 1996*.]

c. When an employee fails to qualify with his/her firearm and a schedule change is necessary so that the employee may receive training, the employee shall be provided 48

hours notice of the schedule change. Upon successfully qualifying, the employee shall return to his/her normal schedule beginning with the next scheduled workday. In transitioning to and from the qualifying schedule, any work performed with less than 10 hours off shall be compensated at the overtime rate.

2. Work schedules may be changed with less than the required notice for the purpose of voluntary attendance at training.

Section D. Work Outside Published Schedules. If the department requires officers to work outside their published, scheduled hours and days, the officers shall be paid overtime for all hours worked outside their published schedules.

Section E. Callback Pay. Whenever an employee is required by his authorized supervisor to return to work to perform unanticipated and unscheduled work assignments, usually of an emergency nature, such employee shall be entitled to receive call-back pay in a guaranteed minimum amount of three hours of overtime pay. A callback pay report shall be attached to the payroll voucher on which the callback pay is recorded. Such report shall include the reason for having the employee return to work, the actual number of hours worked by the employee, and the number of hours and the rate to be paid.

Section F. Stand-By Pay.

1. ***STAND-BY PAY*** is the compensation paid to eligible employees who are assigned to stand-by duty and who are required by their authorized supervisor to remain available for work for a specified period of time beyond the assigned work period.
2. ***STAND-BY STATUS*** is a condition of employment whereby an employee is designated by his/her department to be ready to be engaged in work. The employee must be in readiness to perform actual work when the need arises or when called. Employees must be required to be available by telephone, radio, or pager when on stand-by.
3. Employees designated by a supervisor to remain available for work in a stand-by status shall be compensated at $4.25 per hour.
4. An employee in authorized stand-by status must provide the employer with a telephone number where the employee may be reached, or be available and able to be contacted by radio or pager.
5. Assignment to authorized stand-by status includes the following conditions:
   a. The requirement must be definite and the employee must be officially notified by the supervisor to remain on stand-by status.
   b. The requirement must be continuous until such time as the employee is actually performing work, reporting for a scheduled work period, or specifically relieved from stand-by status.
   c. Supervisors placing an employee on stand-by will advise the employee of the reason for the stand-by, the location to which s/he will respond, and the approximate duration of the stand-by. Further, when the stand-by is lifted, the supervisor will re-contact the employee and so advise the employee.
   d. For purposes of placing employees on stand-by for testifying in court, the court liaison officer will act as the supervisor with the consent of the employee's unit/district commander or designee.
6. An employee shall not be eligible for stand-by pay while in callback, overtime or regular pay status.
7. An employee must be specifically and formally designated by the supervisor or court liaison officer as being on stand- by status in order to be eligible for stand-by pay and must remain ready and available for work at all times while in stand-by status.

Section G. Absent Without Official Leave. An employee who fails to report for duty as scheduled or who leaves the work site prior to the end of the scheduled workday without the approval of a supervisor, will be:

1. Considered absent without leave;
2. Placed in a non-pay status for the period in question; and
3. Subject to appropriate disciplinary action or termination.

Section H. On Call.

1. On-call status is a voluntary routine, rotating designation within specific units to determine the first officer to be contacted and offered the opportunity to volunteer for overtime work. Officers in an on-call status will be compensated for providing telephone assistance as set forth below. [See Side Letter: *January 16, 2004*]
2. Officers contacted by a supervisor, or designee, while on an on-call status shall be eligible for appropriate compensation as provided in this Agreement.
3. *Use of Vehicles While On-Call.*

   a. Officers assigned to on-call status who live out of the County but near the border (within 15 miles per practice) will be allowed "to and from" use of a county vehicle while in an on-call designation. Officers assigned to on-call status who live outside of the County but within the State of Maryland will be allowed "to and from" use of a county vehicle within 25 miles of the county border, while in an on-call designation.

   b. Officers assigned to on-call status (assigned an unmarked vehicle) who live in the County will be allowed full use within 15 miles of the County border.

   c. Officers who live in the County and do not have a PPV shall be provided use of a take home vehicle while in an on-call status.
4. In addition to all other compensation provided under this agreement, officers contacted by a supervisor, or designee, while in an on-call status, and who provide guidance, direction or advice in response to a law enforcement incident shall be compensated at his or her overtime rate as follows:

0-45 minutes	30 minutes compensation
46-60 minutes	60 minutes compensation

5. Officers who are on-call are not, and may not, be required to be ready and available for duty.

Section I. Liability For Damage or Loss To County Property. Unit members shall not be required to reimburse the County for accidental damage or loss to property. This section shall not abridge the County's right to impose other sanctions for negligence.

Section J. All members of the bargaining unit retain the following benefits and conditions previously in effect between the parties:

1. Meal period (each member of the unit shall be allowed a maximum of one thirty minute meal period for each shift.);
2. Overtime callback lists.

Section K. Permanent Beat Team Work Hours. [See Side Letters: *May 8, 1995* & *August 27, 2002.* See MOA: *March 25, 1996 & April 2005*.]

1. *Procedure for Assignment to Permanent Midnight Shift*

   a. Assignment to a midnight shift will be accomplished through volunteers based on seniority as defined in Article 12. All bargaining unit members will be eligible for

voluntary placement onto the midnight shift. MPOs shall bid with other MPOs as a class. Sergeants will bid with other sergeants as a class.

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 PO1 in the district.

c. The duration of the midnight shift assignment will be a minimum of six months. Once an officer on the midnight shift meets the minimum time requirement, that officer may transfer off of the shift either at the end of the initial six months or at the end of the fiscal year quarter (i.e., every three months). Requests for transfer off of the midnight shift must occur two weeks prior to the end of any fiscal year quarter and will be honored at the end of the fiscal year quarter that follows the fiscal year quarter in which the request was made.

d. Assignments onto the midnight shift will only be made on a fiscal year quarterly basis (i.e. every three months) and simultaneously with any departure from the midnight shift. Officers who are assigned to the midnight shift will be given notice of the assignment at the beginning of the fiscal quarter proceeding the quarter of their assignment. However, notice for voluntary transfer onto or off the midnight shift may be waived upon mutual agreement of the officer and the unit commander.

e. When an officer is permanently transferred off of the midnight shift the effective date of the transfer will be recorded in the officer's unit operating file. An officer who has received a departure date from midnights will not be involuntarily transferred back to the midnight shift if there are officers in the district who have either no departure date or an earlier departure date.

f. An officer being initially assigned to a district or transferred into the district from another assignment will not be eligible for voluntary or involuntary 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.

g. Any reassignment on or off the midnight shift will occur the first full pay period following the date on which the fiscal year quarter begins unless a vacancy exists.

h. Bargaining unit employees may be voluntarily or involuntarily transferred due to unforeseen changes in the personnel complement of a shift (e.g., extended illness or injury) consistent with the provisions of the parties' collective bargaining agreement. Such changes shall be consistent with the seniority principles espoused within this section. For purposes of this subsection, the clause "consistent with the seniority principles espoused within this section" means that when an employee is transferred due to unforeseen changes in the personnel complement of a shift, the determination of which employee is transferred shall be governed by seniority principles. This means that assignments to permanent midnight shifts under subsection h. will be made in accordance with the provisions of subsections a., b. and e. of §K.1., and that the provisions of subsections c., d., and f. do not apply to assignments/transfers made under subsection h. Additionally, consistent with seniority principles, when a vacancy on the permanent midnight shift exists, a bargaining unit employee from outside the district who volunteers may be assigned to the vacancy when there is no waiting list of eligible volunteers within the district.

i. Work schedules may be changed with three-week notice for the purpose of attendance at training including non-state training except in the case of firearms qualification training as provided under current practice and Article 15 § C.1.C.

2. *Special Skills.*

   a. The Department needs two certified breathalyzer operators assigned to the midnight shift in each district. The two operators will initially be selected from the volunteer list. If there are no breathalyzer operator volunteers from within the district, the department will search countywide for a breathalyzer operator volunteer. If a volunteer from another district is found, that officer will be permanently assigned to the district. The vacant position that is created from the resulting transfer will be filled by the transfer, from the district, of an officer on the basis of inverse seniority. In the event that no volunteers come forward, the operator(s) will be selected by inverse seniority from the station personnel list. The Department will use its best efforts to assign an officer from the midnight shift to the next breathalyzer training school from which vacancies exist. Once this officer is trained and certified, the officer involuntarily transferred to the midnight shift will be transferred back to his/her shift at the end of the fiscal year quarter following the quarter in which the training occurred.

   b. For other specialized skill requirements (i.e., FTO, shift ID, radar operator) the Department will train officers currently on the midnight shift to fill those skill requirements.

   c. No record, except to determine shift assignment eligibility, will be maintained nor will any adverse action result from an employee exercising his or her rights under this section.

3. *Workday/workweek.*

   a. The regular workweek for participating unit members shall be a four-day, forty-hour workweek.

   b. If, in order to implement this program, the department must rescind previously approved leave, the department will pay non-reimbursed reservation costs incurred by an employee as the result of the leave rescission.

4. *Miscellaneous.*

   a. Leave denials will be forwarded each month to police headquarters and then to the FOP on a monthly basis.

   b. There shall be no manipulation of schedules to avoid court overtime for employees assigned to the permanent beat schedule, unless mutually agreed upon by the officer and supervisor.

   c. Any work performed with less than 10 hours off, under the permanent beat schedule, is to be compensated at the overtime rate.

   d. Except as provided herein, all unit members shall be treated in a manner which is not arbitrary or capricious.

   e. The practice of consecutive days off shall continue.

Section L. *Work Rule - Trainer/Trainee Relationships.* [See Side Letters Ref. Other Work Rules.]

1. The relationship between the academy instructor/FTO and the trainee will be a teacher/student relationship. Instructors/FTOs shall not engage in an intimate/sexual relationship with a trainee. An instructor/FTO may choose to be reassigned instead of avoiding an intimate/sexual relationship with a trainee. In that event, the following rules must apply:

   a. The instructor/FTO must immediately disclose to his/her supervisor that a conflict may exist as a result of the intimate/sexual relationship prohibition.

b. In the case of an academy instructor, the instructor shall be temporarily reassigned to another unit for the duration that the trainee's class is in session.

c. In the case of an FTO, the trainee shall be reassigned to another shift or district. The FTO will not be reassigned nor will he or she be precluded from training or evaluating other trainees.

d. Managers and supervisors must maintain the disclosure in confidence.

2. No disciplinary action or retaliation must occur as a result of the disclosure.

3. An instructor/FTO may, in lieu of disclosure, request that he/she be reassigned for personal reasons. An instructor who makes this type of request, shall not be entitled to reassignment upon the completion of the trainee's training. An FTO who makes this type of request will be transferred instead of the trainee and will not be eligible for reassignment onto the shift he or she was transferred from.

4. If an instructor/FTO who is involved in an intimate/sexual relationship with a trainee does not disclose the potential conflict of interest or request reassignment, the more senior officer will be transferred involuntarily. Such transfer is subject to review under Article 8 *Contract Grievance Procedure* of this Agreement. Violation of this rule will not result in discipline.

Section M. Scheduled Overtime for Events.

1. Each district shall maintain a list of scheduled events such as school functions, sports events and similar events, for which overtime is available. A list separate from the overtime callback list shall be posted to allow unit members to sign up for overtime. Except for events listed in §M.2, selections will be made from the list on the basis of seniority. Unit members scheduled to work regular hours on the date and time of an event shall remain on the list and not be passed over except for the hours they are working. The list shall be exhausted before a volunteer is given a second opportunity to work an overtime event.

2. Exceptions to the selection rotation are:

a. The event requires specific skills, knowledge or abilities peculiar to certain officers on or off the list;

b. The event requires the deployment of four or more officers for bona fide training; or

c. It is impractical to use the list because the event is spontaneous and unscheduled. In this case every reasonable attempt shall be made to be fair and avoid favoritism or priority to one or more officers. Once this event extends beyond an initial 48 hours, the overtime callback list referred to in section N of this article shall be used to staff the event, until such time as a bona fide event list can be circulated to members as described in §M.1 above, and staffing made by seniority from that list.

Section N. Overtime Callback Lists.

1. There shall be two lists which are used by department designee(s) to fill unit staffing shortages on an overtime basis. Employees who are the rank of MPO and below will be placed on one list. Sergeants will be placed on a second list. A "group page" call back list will be maintained in units with employees who have specialized skills, training, or expertise (i.e., K9, ERT, CRU) to facilitate an immediate response to a call back request. Group paging refers to an electronic message sent out simultaneously to a designated group. For the purposes of "paging", the designated groups will be equitably rotated in lieu of seniority. If a page does not result in a response from a sufficient number of officer(s) from the designated group, the next group may be paged until a sufficient number of officer(s) respond.

2. A sign-up list shall be circulated within a unit at the beginning of every fiscal year quarter (January, April, July, October) so that interested eligible employees may voluntarily sign up

so that they can be contacted regarding overtime callback work. Volunteers will then be placed on the list that is appropriate for their rank.

3. Employees on each list shall be rotated and ranked by seniority as defined by Article 12 Seniority.
4. The entire list will be exhausted before any individual is requested to work a second time, unless the nature of the assignment requires specific skills, knowledge or abilities peculiar to certain officers on or off the list.
5. An employee who, on four occasions within a quarter declines an offer to work overtime, shall not be eligible to sign up for overtime callback eligibility for the remainder of the quarter.
6. Participants on the list shall be used as needed by the department designee.
7. Other callback lists will be utilized only after the unit level callback list has been exhausted.
8. The establishment of a callback list shall not preclude the use of on-duty officers who may be required to work beyond the normal shift as occasions arise.
9. Employees who are assigned to a district during a quarter shall be immediately eligible to be placed on the overtime callback list.

Section O. Temporarily Assigned Employee's Eligibility to Work Overtime.

1. When an employee voluntarily accepts a temporary assignment of indefinite duration, in a unit comprised of officers who are not eligible to participate in the employee's permanently assigned unit's overtime callback program, the employee shall be removed from his/her permanently assigned unit's overtime callback lists once the assignment has exceeded thirty (30) days.
2. When an employee voluntarily accepts a temporary assignment of a known duration that is in excess of thirty (30) days, in a unit comprised of officers who are not eligible to participate in the employee's permanently assigned unit's overtime callback program, the employee shall be removed from his/her permanently assigned unit's overtime callback lists on the effective date of the transfer.

   The employee is eligible to be called for overtime work during the period between the date the employee is advised of the transfer and the effective date of the transfer, so long as the overtime work occurs before the transfer date.
3. Any employee who voluntarily accepts a less than thirty-day temporary assignment shall remain on his/her permanently assigned unit's overtime callback lists during the period of reassignment.
4. All temporary assignments shall be considered to be of indefinite duration unless the notice of reassignment specifies otherwise.
5. Upon completion of the temporary assignment, the employee shall be returned to the permanently assigned unit's overtime callback lists and his/her seniority shall be determinative of his/her order in the rotation.
6. An employee who has been involuntarily and temporarily reassigned shall be immediately eligible to be placed on the new assignment's overtime callback lists for the duration of the reassignment, regardless of the length of the reassignment. If the employee is involuntarily transferred from an assignment with an overtime callback list to an assignment without an overtime callback list, the employee shall be placed on the overtime callback list of a unit similar to the one from which reassigned.

Section P. Assignments to Temporary Units and Temporary Assignments. Unit members assigned to temporary units are eligible to remain in those units for the duration of the unit or may otherwise be transferred in accordance with Article 25 *Transfers*, of this agreement. Temporary assignments to established units shall not exceed 12 months in duration.

Section Q. Rights of Unit Members Transferred. If, due to administrative reorganization, position abolishment, lack of funding, change in work program/plan/design, technological change, or need for additional personnel at another work site, one or more employees need to be transferred, such transfers shall be made on the basis of inverse seniority within the unit. If, within two years, additional personnel are needed at the original assignment, previously transferred unit members shall be recalled on the basis of seniority within the unit.

Section R. Permanent Day and Evening Shift. Should the parties agree to extend the Pilot Permanent Day and Evening Shift, such a schedule shall be established pursuant to the procedures (MOU in Germantown District 6) agreed upon by the parties.

1. Assignment to District and Bidding for Hours

    a. To the extent possible, volunteers from the Germantown District will be used to staff the PO1, PO2, PO3, and MPO positions in the Sixth District. Selections will be made on the basis of seniority, and MPOs shall bid with other MPOs as a class. In the event that the number of volunteers from the Germantown District is less than the number of vacancies to be filled, the Department will seek volunteers from the other districts. Identification of these volunteers may be done simultaneous with the solicitation of the Germantown District volunteers and the Department may maintain a standing list of countywide volunteers. Such volunteers shall be eligible for assignment on the basis of seniority and MPOs shall bid with other MPOS as a class. Before offering these volunteers a position, Germantown officers who are subject to an involuntary assignment into the Sixth District because of their inverse seniority, will first be offered an assignment in the Sixth District. If the involuntary transfer-eligible Germantown officer declines the assignment in the Sixth District, then the volunteer will be transferred to the Sixth District and the involuntary transfer-eligible Germantown officer will be assigned to the district where the volunteer transferred from, however, in the case of multiple vacancies, Germantown officers who are subject to an involuntary transfer out of the district shall identify their preference from amongst the districts that the volunteers are drawn from. Assignments to preferred districts shall be done on the basis of seniority.

    b. The involuntary transfer-eligible Germantown officer will remain in the district that the volunteer transferred from until the volunteer officer leaves the Sixth District or the pilot program ends, whichever is first. While the involuntary transfer-eligible Germantown officer is in the district that the volunteer officer transferred from, the Germantown officer may not request a transfer to the Germantown District, but s/he may request a transfer to any other district. If the pilot program is extended and the volunteer is still assigned to the Sixth District, the involuntary transfer-eligible Germantown officer shall be considered as permanently assigned to the district that the volunteer transferred from, and from that point on, s/he may request reassignment back to the Germantown district. Such requests for reassignment shall be given priority consideration over any other requests that the Department may have for reassignment to the Germantown District.

    c. The Unit Commander shall assign Sergeants to the Sixth District on the basis of bona fide operational needs. When two or more sergeants are deemed equally qualified to meet the bona fide operational needs, selection shall be made on the basis of seniority.

    d. To the extent possible, the assignment of day and evening shift hours will be accomplished based upon employees' stated preferences. Employee preferences for shift assignment shall be made on the basis of seniority and position availability. PO1s,

PO2s, PO3s and MPOs will be eligible for voluntary shift assignment. MPO's shall bid with other MPO's as a class.

e. Upon the implementation of this program or in instances when two or more vacancies exist at the sergeant's level, sergeants shall bid with other sergeants as a class. When bidding with other sergeants, a sergeant's seniority shall be based upon his/her date of rank.

f. In the event the number of officers volunteering is insufficient to meet the deployment needs of specific shifts, involuntary assignments onto non-rotating day and evening shifts will be made based on inverse seniority and shall be selected from the Germantown and Sixth District.

g. For PO1s, PO2s, PO3s, and MPOs, the duration of a non-rotating day or evening shift assignment will be a minimum of 3 months. Once an officer on a non-rotating shift meets the minimum time requirement, that officer may transfer off of the shift. Such requests for transfer off of a non-rotating shift must occur four weeks prior to the end of any quarter and will be honored at the beginning of the next quarter. Voluntary transferees who request a transfer off a permanent shift, shall be placed in a vacant position. If no vacancy exists, the request will not be honored until a vacancy occurs.

h. Except as provided in ¶1.k or another provision of the collective bargaining agreement, assignments onto a non-rotating shift will only be made on a quarter basis, i.e. every three months, and simultaneous with any departure from a non-rotating shift. Any assignment on or off a non-rotating day or evening shift will occur at the beginning of the first full pay period following the date on which the quarter begins, unless a vacancy exists as described in ¶1.k, or as otherwise provided in the collective bargaining agreement. Officers who are assigned to a non-rotating day or evening shift will be given notice of the assignment three weeks before their assignment begins. An affected officer may agree to waive this notice requirement.

i. When an officer who was involuntarily assigned to a permanent day or evening shift, is permanently transferred off of a non-rotating shift, the duration of the assignment and the effective date of the transfer will be recorded in the officer's unit operating file. The officer will retain his/her place in the involuntary assignment eligibility rotation, but s/he will be credited for fifty percent of the involuntary assignment served under this program. An officer will not be involuntarily transferred back to any non-rotating shift if there are other officers in the Germantown or Sixth District who have either no departure date from an involuntary shift assignment or an earlier departure date from an involuntary shift assignment. However, an officer who has earned six credited months of involuntary assignment time shall not be selected for another involuntary assignment until all other officers have earned at least six months of involuntary assignment time. The intent of this section is to ensure that all officers have had the same opportunity to be selected for an involuntary assignment before an officer is subjected to such consideration an additional time.

j. If, at a time other than the beginning of a quarter, an officer is initially assigned to the Sixth District or is transferred into the Sixth District from another assignment, s/he will be assigned to a non-rotating shift that has a vacancy.

k. Notwithstanding ¶1.h, bargaining unit employees may be voluntarily or involuntarily transferred due to unforeseen changes in the personnel complement of a non-rotating day or evening shift (e.g., extended illness or injury, or employee reassignment) consistent with the provisions of the parties' collective bargaining agreement. Such changes shall be made consistent with the seniority principles espoused within this section.

2. *Special Skills.*

   a. So long as the Sixth District shares a radio channel with the Germantown district, involuntary assignments onto a non-rotating day and evening shift will not be made based upon an officer's intoximeter skill. When the department learns that a separate radio channel will be assigned to the Sixth District, it will use its best efforts to assign Sixth District officers to the next available intoximeter training.

   b. For other specialized skill requirements, i.e. FTO, shift ID, radar operator, the Department will train officers currently on a non-rotating day and evening shift to fill those skill requirements.

   c. No record will be maintained nor will any adverse action result from an employee exercising his or her rights under this Section.

3. *Workday/Workweek.*

   a. The regular workweek for participating unit members shall be a four-day, forty-hour workweek.

   b. If, in order to implement this program, the department must rescind previously approved leave, the department will pay non-reimbursed reservation costs incurred by an employee as the result of the leave rescission

4. *Miscellaneous*

   a. Leave denials will be forwarded each month to police headquarters and then to the FOP on a monthly basis.

   b. There shall be no manipulation of schedules to avoid court overtime for employees, unless mutually agreed upon by the officer and supervisor.

   c. Any work performed with less than 10 hours off, under the non-rotating day and evening shift schedule, is to be compensated at the overtime rate.

   d. Except as provided herein, all unit members shall be treated in a manner which is not arbitrary or capricious.

   e. The practice of consecutive days off shall continue.

   f. In the event a sergeant has a dispute regarding the application of this agreement, the sergeant may appeal the matter via the grievance procedure described in Article 8 *Contract Grievance Procedure*, of the collective bargaining agreement between the County and the FOP. [This subsection predates the 7/1/02 effective date of the contract.]

Section S. Wearing of Bullet Proof Vests. An Officer shall wear the vest during ad hoc, high-risk assignments, but shall not be required to wear them while waiting to be activated for such actual assignment. For the purposes of this section only, high risk involves other than normal risk or calls for service, and includes but is not limited to civil disturbances, raids, and hostage situations. New vests issued during the term of this agreement shall provide Level II protection.

Section T. Permanent Day and Evening Shifts. Patrol, first responders (excluding traffic and SAT officers) shall be assigned to either a permanent day or evening shift. Upon successful conclusion of the Field Training Program, Probationary POls will be assigned to a shift based upon bona fide operational, training and developmental needs, as reasonably determined by the Employer. When there is a waiting list of volunteers for shift hours and a probationary P01 is pending placement on a shift, the probationary P01 may be assigned the shift hours before a volunteer. [See MOA: *March 25, 1996.*]

1. Procedure for Day/Evening Intra-Station Transfers.

   a. Transfer requests will be given priority according to seniority, as defined by Article 12, S*eniority*, subject to the following conditions:

i. there is a vacancy on a shift (with the desired hours) that the Department is seeking to fill;

ii. it does not result in a staffing overage or shortage, as reasonably determined by the Employer; and

iii. it does not result in the involuntary transfer of another officer.

b. Transfer off the midnight shift shall follow the procedures outlined in Article 15, Section K of the Collective Bargaining Agreement. The transferred midnight officer will be assigned to day or evening shift hours based upon his/her shift hours of preference whenever a vacancy exists on any shift with the preferred shift hours. If there is no vacancy on any shifts with preferred shift hours and if there are officers junior to the midnight officer already assigned to the preferred shift hours, the most junior officer may be involuntarily transferred to accommodate the midnight officer's preference. If there are no officers junior to the midnight officer, the midnight officer will be assigned to shift hours based upon bona fide operational need.

c. When an officer who was involuntarily transferred to a permanent day or evening shift is permanently transferred off of a shift, the effective date of the transfer will be recorded in the officer's unit operating file. An officer will not be involuntarily transferred an additional time to any permanent day or evening shift if there are other officers in the district who have either no departure date from an involuntary shift assignment or an earlier departure date from an involuntary shift assignment. For purposes of this section, an involuntary transfer is defined as an aggregate of six months served involuntarily. Effectively, every officer must serve a total of six months of involuntary transfer time before being subject to another involuntary transfer to a day or evening shift. The intent of this section is to ensure that all officers have had the same opportunity to be selected for an involuntary assignment before an officer is subjected to such consideration an additional time.

d. If, pursuant to the inverse seniority rotation, a midnight officer is subject to involuntary assignment to a permanent day or evening shift and the resulting vacancy would result in an additional transfer of another officer, the midnight officer will be bypassed for the selection. The bypassed midnight officer will remain at the top of the rotation and shall remain eligible for the next involuntary transfer assignment that arises.

A midnight officer may be involuntarily transferred to a permanent day or evening shift if the vacancy created on the midnight shift goes unfilled, or it is backfilled by another officer's voluntary transfer to the midnight shift. When the midnight officer's involuntary transfer ends, both officers (the midnight officer and the officer voluntarily backfilling) will return to their original shift hours (day, evening, or midnight) unless: a vacancy exists on the midnight shift enabling the backfill officer to remain on midnights (subject to the provisions of l.a. above), or the involuntarily transferred midnight officer does not choose to return to the midnight shift.

Except, however, if an officer who is less senior to the officer who backfills the midnight vacancy is voluntarily transferred to the midnight shift simultaneous with or after the officer who originally backfilled the vacancy, the junior, later-transferred officer will return to his/her original assignment when the midnight officer returns from the permanent day or evening shift unless there exists an additional midnight vacancy for the junior/later-transferred officer.

e. Notice of all schedule changes will be in compliance with Section C of this Article.

2. *Transfers to a District.*

a. Officers who wish to transfer to a district should submit a District Transfer Request

Form directly to the Field Services Bureau Administration.

b. Once the transfer request has been submitted, the officer is subject to being transferred to the requested district with three weeks notice.

c. It is the responsibility of the officer who is requesting the transfer to rescind the transfer prior to the date when s/he is given three weeks notice of the effective date of the transfer.

d. The individual transfer request will be given priority according to the date the transfer request was received in the Field Services Bureau. The transfer request will be filed with all other transfer requests by the location of the requested district(s). A copy of the District Transfer Request Form will be forwarded to the requesting officer and his/her district commander.

e. If an officer is initially assigned to a district or is transferred into a district from another assignment, he/she will be assigned to a permanent shift. An officer who was initially assigned or was transferred into a district will be eligible to request a transfer to another shift assignment.

f. When the employer determines that a vacancy can be filled by either an MPO or lower ranked employee, priority for voluntary requests shall be given according to the date the transfer request was received in the Field Services Bureau, regardless of the requesting employee's rank or assignment.

3. *Special Skills.*

a. The Department will seek intoximeter operator volunteers for assignment onto each of the shifts with priority given to the evening and midnight shifts. If there are no intoximeter operator volunteers from within the district, the Department will search countywide for an intoximeter operator volunteer for the available shift hours. If a volunteer from another district is found and based upon bona fide operational need as reasonably determined by the Employer, a shortage is not created within the officer's originating district, that officer will be permanently assigned to the district that is in need of an intoximeter operator. In the event that no volunteers that meet the above criteria from other districts come forward, the operator(s) will be selected by inverse seniority from the station personnel list. The Department will use its best efforts to assign an officer from the shift on which an intoximeter operator was involuntarily transferred onto, to the next intoximeter training school for which vacancies exist. Once this officer is trained and certified, the officer who was involuntarily transferred will be transferred back to his/her shift.

b. For other specialized skill requirements, i.e. FTO, shift ID, laser/radar operator, the Department will train officers currently on the shift to fill those skill requirements.

c. Except for tracking purposes, no record will be maintained nor will any adverse action result from an employee exercising his or her rights under this Section.

4. *Workday/Workweek.* The regular workweek for participating unit members shall be a four day, forty hour workweek.

5. *Miscellaneous.*

a. Leave denials will be forwarded each month to police headquarters and then to the FOP on a monthly basis.

b. There shall be no manipulation of schedules to avoid court overtime for employees, unless mutually agreed upon by the officer and supervisor.

c. Any regular work performed with less than 10 hours off, under the permanent day and evening shift schedule, is to be compensated at the overtime rate.

d. Except as provided herein, all unit members shall be treated in a manner which is not arbitrary or capricious.

e. The practice of consecutive days off shall continue except when transitioning to and from weekend coverage. Weekends off shall rotate among shifts so as to be equitably distributed.

f. This section shall be implemented in compliance with the "Permanent Shift Implementation" Memorandum of Understanding. (See **Appendix R**.)

Section U. Midnight and Weekend Hours for other officers. (See Side Letter: *February 18, 2004.*)

1. *Definitions.*

   a. "Midnight" and "Midnight Hours" refer to work hours that begin on or after 8:00 p.m. but before 6:00 a.m.

   b. "Evening" and "Evening Hours" refer to work hours that begin on or after 12:00 noon but before 8:00 p.m.

   c. "Day" and "Day Hours" refer to work hours that begin on or after 6:00 a.m. but before 12:00 noon.

   d. "Weekend" and "Weekend Hours" refer to Saturday, Sunday, or both days.

2. *Applicability*. This section applies to detectives ("investigators" or "detectives") and unit members whose primary duties and responsibilities involve follow-up investigation.

3. The practice of consecutive days off shall continue. Hours shall be distributed equitably.

4. Articles 15 § C. 1.b and 63 §A. shall be given full effect.

5. *Miscellaneous.*

   a. Leave denials will be forwarded each month to police headquarters and then to the FOP on a monthly basis.

   b. There shall be no manipulation of schedules to avoid court overtime for employees, unless mutually agreed upon by the officer and the supervisor.

   c. Any work performed with less than eleven (11) hours off between workdays will be compensated at the overtime rate.

   d. Any work performed with less than twenty-six (26) hours off between workweeks will be compensated at the overtime rate.

   e. Notwithstanding the above, hours off between workdays and hours off between workweeks shall be as noted in the schedule presented by the Employer to the Union during negotiations

   f. The Employer shall take reasonable measures to provide a safe work environment at any facility where a unit member is the only sworn officer present. Employees share in the responsibility to make the Union and Management aware of identified safety problems.

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. 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.* Rotating days off will occur every eight (8) weeks. The workweek will be divided into two (2) coverage units. At the end of each 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 weekday schedule, that sergeant will work the day shift. When a sergeant's Coverage Unit is working the 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. 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**.**

   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.

Section W. Procedures for assignment of Additional Sergeants to the Permanent Midnight Shift in 3 Re-Deployed Districts. Prior to the assignment of individuals to these newly created positions, the following will be used:

1. The Department will seek voluntary requests from within the district under Article 15 § K.

2. If there are no volunteers from within the district, the vacancies shall be filled pursuant to Article 15 § T.2. (FSB transfer list), and then through a countywide search for volunteers, including but not limited to the 6 newly promoted sergeants. If a sergeant from outside the district volunteers, that sergeant shall be permanently transferred to the district.

3. In the event there are no volunteers to fill the vacancies on the midnight shift, after the newly

promoted sergeants are assigned to districts, the vacancies will be filled pursuant to Article 15 § K except that a newly promoted sergeant's departure date from the midnight shift will be recognized only if it is after March 1, 2004.

4. Notwithstanding Article 15 § K.1.f., a sergeant who is voluntarily or involuntarily transferred to a district can be assigned to the midnight shift prior to the next fiscal quarter.

Section X. Reopener.

1. The parties agree that the effects of the employer's assignment of additional sergeants to the midnight shift may not be evident at this time. The parties further agree to evaluate and renegotiate this matter and to begin negotiations at the option of either party by January 1, 2006, or prior to the assignment of additional sergeants to the midnight shift in one or more additional districts.
2. It is further agreed that the parties will immediately renegotiate this matter if the employer eliminates any of the redeployed midnight sergeant positions covered under this agreement.

Section Y. Reporting Requirements. Employees shall immediately report, or as soon as practical, to their commander/director or bureau chief, any circumstance where the employee is arrested or becomes a defendant in any criminal proceeding that may result in incarceration, receives an incarcerable traffic citation as defined in the Maryland Transportation Article, has their driver's license/privilege suspended, revoked, refused or canceled that affects their ability to operate a county vehicle, or is notified that they are the subject of a criminal investigation by any law enforcement agency. If the employee is served with a temporary protective order, temporary ex parte order, or other similar temporary order that impacts the employee's ability to carry a weapon or to perform their assigned police duties or any permanent protective order, permanent ex parte order or other similar permanent order that impacts the employee's ability to carry a weapon or to perform their assigned police duties, they shall report the matter (as outlined above) directly to their commander/director or bureau chief to be reviewed to determine if the matter impacts the employee's ability to perform their assigned police duties. The employee shall provide the commander/director or bureau chief with the information (i.e. date/time/location of the alleged offense, case/docket/tracking number) required for the employer to obtain additional needed information. All information shall be considered confidential and shall only be shared on a need to know basis. It is recognized that all persons are presumed innocent until proven guilty.

Article 16 Parental Leave

Section A. Parental Leave. Except as provided in Article 55 Job Sharing Program, Section E.8.a, unit members shall be allowed to use up to seven hundred twenty (720) hours of any combination of sick annual, or compensatory leave and leave without pay during any twenty-four (24) month period to care for:

1. A newborn child of the employee; or
2. A newly adopted child of the employee.

Section B. Use of Parental Leave. All leave taken under this section:

1. Must be used within twelve (12) months after the birth of the child or placement with the employee for adoption. If the employee does not use the entire amount of parental leave within the 12 month period following the birth or placement of the child, the balance will remain available and may be used for a subsequent birth or placement; provided parental leave for any birth or adoption does not exceed 720 hours;
2. At the election of the employee, may be used on a continuing basis;
3. With the approval of the supervisor, may be used:
   a. Under a method involving a reduced workday or workweek,
   b. On an intermittent basis, or

c. Any combination thereof.

4. May be in addition to any other leave taken under this Agreement; and
5. Is subject to a thirty (30) day advance notice requirement.

Section C. Relation to Other Benefits. A unit member who uses leave without pay under this Article will retain all health and life insurance benefits for the entire period.

Section D. Limitations on Leave Usage.

1. Any use of leave for either medical reasons or for the purpose of attending to the immediate family at the time of birth or adoption of a child must be deducted from the 720 hours as authorized in §A.
2. Subject to §E, sick leave donations may not be used to cover leave without pay occurring under this Article.

Section E. Illness or Injury Relating to Childbirth. No provisions of this Article shall be interpreted or applied so as to deprive any employee of benefits included in this Agreement at Article 19, *Sick Leave and Sick Leave Donor Procedure*, resulting from any illness or injury to that employee.

Section F. Increment Date Not To Be Reassigned. An increment date shall not be reassigned as the result of a leave without pay taken for the purpose of parental leave.

Section G. When Parental Leave To Be Considered FMLA Leave. The use of parental leave under this section for a Family and Medical Leave Act [FMLA] purpose will be considered to be FMLA leave and count towards the FMLA entitlement of 12 weeks of leave in a leave year. However, compensatory time used as parental leave cannot be counted as FMLA leave.

Section H. When FMLA Leave May Be Used In Addition To Parental Leave. An employee who has exhausted the parental leave provided under this section (720 hours in a twenty-four (24) month period) may still be entitled to use up to twelve (12) weeks of FMLA leave in a leave year in accordance with Article 59 of this Agreement.

Article 17 Disability Leave and Injury on the Job

Section A. Definition. Disability leave is paid leave granted to an employee who is temporarily disabled as the result of an accidental injury or illness sustained directly in the performance of the employee's work, as provided for in the worker's compensation law of the State of Maryland.

Section B. Eligibility.

1. An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment, must be paid full salary continuation in the form of disability leave. Gross pay shall not be modified for purposes of calculating final or final average earnings for retirement purposes. This section shall not adversely affect any other calculation or benefit. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined by the County's Medical Examiner or such physician authorized by the chief administrative officer.
2. Disability leave shall be limited to eighteen (18) months for an injury. After 18 months, the employee shall be eligible for sick leave donations from other unit members to make up the difference between workers' compensation benefits and full salary. Sick leave donations under this section shall not require that the unit member exhaust all accrued annual, compensatory and sick leave.

Section C. Subrogation. When the accident, injury or illness for which disability leave was granted was caused under circumstances creating a legal liability in a third party, the County has the right of subrogation and the right to enforce the legal liability of the third party. Whenever the employee is reimbursed for disability leave by a legally liable third party, the County must be repaid for all disability leave granted, less attorney's fees.

Section D. Administrative Leave for Injury on the Job. Upon certification of an employee's district/unit commander, approved by the chief of police, that an employee is absent due to service- connected injury/illness, the employee shall immediately be placed on administrative leave until a determination concerning eligibility for compensation has been made by the Division of Risk Management, Department of Finance. It is further agreed that if the disability status is denied by the Division of Risk Management, the employee's pay or leave balance shall be adjusted in the following order of priority: first sick leave; second annual leave; third compensatory leave; and fourth leave without pay.

Section E. Claim Form. Whenever an injury on the job is reported, a copy of this section shall be attached to the departmental form (currently the Supervisor's Incident Investigation Report Form), and then provided to the employee. Employees are not required to sign or attest to the SIIR form (or its successor).

Notice to Injured Employee

A report of injury to your supervisor or the Employer is not a claim for Workers' Compensation benefits or notice of injury to the Workers' Compensation Commission. The Workers' Compensation claim form, "WCC Form C-1" is required in order to submit your claim to the Commission and may be found at the Maryland Workers' Compensation Commission Website ***http://www.wcc.state.md.us/WFMS/C1_WebForms.html*** *Please carefully follow all instructions provided on that site.*

Section F. Managed Care. The County may offer the services of a managed care program to unit members. The parties agree to prepare a brochure comparing and describing the benefits of managed care and jointly encourage its use by unit members. Participation in a selection from the Managed Care preferred provider physicians' list shall be voluntary. The County and the Union will encourage employees incurring job related injuries to work cooperatively with nurse advisors who operate under the Managed Care case management system. To this end, the parties acknowledge the goal of the case management system is to assist the employee in obtaining maximum medical improvement in order to return to work at the earliest possible opportunity. The managed care program will have the following components:

1. Employees may at their option select a doctor for treatment from a network of physicians.
2. Employees will receive initial care from a network physician at no cost, even if the claim is ultimately denied.
3. The managed care provider will coordinate benefits with group health provider to avoid confusion and duplication of filings.
4. The managed care provider will perform utilization review of treatment.

Section G. Method of Payment. An employee on disability leave will receive his/her full salary through a single check which will include any workers' compensation payment for temporary total disability. At the time the check is issued the Employer will designate what portion constitutes workers' compensation payment and what portion constitutes the difference between workers' compensation and the employee's full salary. The employee's net pay will not be reduced as a result of including workers' compensation benefits in the payroll check. This section does not create a loss in any benefit.

Article 18 Annual Leave

Section A. Definition. Annual leave is earned paid leave granted to eligible employees for vacations and other personal use.

Section B. Eligibility. All employees are eligible to earn annual leave. A temporary employee who

subsequently becomes a full-time or part-time employee without a break in service must be credited on a prorated basis but not more than 60 hours annual leave retroactive to date hired as a temporary employee.

Section C. Leave Year. The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31st falls.

Section D. Leave Accounting Period. The leave accounting period shall end with the biweekly reporting period in which December 31 falls. This period may be subject to change by the chief administrative officer, with notice and opportunity to the Union.

Section E. Accrual Rates. Full-time employees with less than 3 years of county service earn annual leave at the rate of 120 hours per leave year. Full-time employees with 3 years, but less than 15 years of county service earn annual leave at the rate of 160 hours per leave year. Full-time employees with 15 years or more of county service earn annual leave at the rate of 208 hours per leave year. Part-time employees earn a pro-rata amount of annual leave based on a schedule established by the chief administrative officer.

Section F. Changes in Accrual Rates. Annual leave accrual rate changes are effective the first day of the leave accounting period in which the employee completes 3 years or 15 years of county service.

Section G. Furlough. It shall be a violation of this section to deny any unit member an opportunity to use annual leave in order to require or permit the member or any other member to take compensatory leave on account of a furlough.

Section H. Scheduling of Use of Annual Leave. Accrued annual leave may be used, if approved by an employee's supervisor in accordance with procedures established by the department head and approved by the chief administrative officer. Every effort must be made to give each employee the opportunity to use annual leave earned.

Section I. Maximum Accumulation. Maximum accumulation amounts apply only to the amount of annual leave that may be carried over from one leave year to the next, and do not limit accumulated leave balances during the leave year.

1. An employee who began work on or before December 31, 1956, may accumulate annual leave up to a maximum of 560 hours provided the employee has been continuously employed since that date. An employee who began work on or before December 31, 1956, who subsequently has used accumulated annual leave in excess of 320 hours for the purposes of purchasing retirement service credits may only accumulate annual leave up to a maximum of 320 hours.
2. An employee hired on or after January 1, 1957, but prior to July 1, 1972, may accumulate annual leave up to a maximum of 320 hours.
3. An employee hired on or after July 1, 1972, may accumulate annual leave up to a maximum of 240 hours.

Section J. Transfer of Annual Leave in Excess of Maximum Allowable Accumulation to Sick Leave. All accumulated leave in excess of the authorized maximum is forfeited at the end of leave year. All annual leave forfeited at the end of a leave year for being in excess of an employee's maximum allowable accumulation must be credited to that employee's accumulated sick leave. However, if management has denied an employee the opportunity to use leave in excess of the maximum allowable accumulation during that leave year, that amount may be carried over for a period of one year, even if in excess of the maximum allowable accumulation but must be forfeited to sick leave if not used during that period**.** In addition, subject to budget limitations, an employee may elect to be paid for up to 50 percent of the excess annual leave and transfer the remaining excess annual leave to accumulated sick leave. Moreover, if an employee is on disability leave during the leave year, the employee shall be permitted to carry over any amount of annual leave in excess of the maximum which is equal to the period of the disability leave taken during that year.

Section K. Disposition of Accumulated Annual Leave at Separation from County Service. Upon leaving the County service, an employee must receive a lump sum payment, at the employee's current rate of pay, for the

total accrued annual leave as of the date of separation, less any indebtedness to the County Government. In the event of an employee's death, the employee's estate or designated beneficiary or beneficiaries, if permissible by law, must be paid for all accrued annual leave. The designated beneficiary must be as specified by the employee or as designated under the Employees' Retirement System of Montgomery County, if not named specifically.

Section L. Transfer of Annual Leave to Another Agency. An individual who resigns employment with one county or bi-county agency to accept employment with another county or bi-county agency, without a break in service, may transfer accumulated annual leave to the new employing agency subject to any limitations that agency may have, provided there is a signed agreement of reciprocity between the two agencies.

Section M. Use of Annual Leave for Family Medical Leave Act [FMLA] Purposes. Eligible unit members shall be allowed to use accrued annual leave for any FMLA purpose in accordance with Article 59 *Family Medical Leave Act* of this Agreement.

Section N. Leave Sharing. For the term of the agreement, the FOP will administer an annual leave transfer program to allow unit members to donate annual leave to any unit member in need who has exhausted all accrued annual leave**.**

Article 19 Sick Leave and Sick Leave Donor Procedure

Section A. Definition. Sick leave is earned, paid leave granted to eligible employees for periods of absence because of personal illness, injury, medical quarantine, medical, dental or optical examinations and treatments, or any temporary disability caused or contributed to by pregnancy, miscarriage or childbirth. An employee may also use sick leave for an illness, injury, medical quarantine, medical, dental or optical examinations and treatments in the immediate family, including a domestic partner, or for the purpose of attending to the immediate family at the time of birth or adoption of a child, provided the time used is not for a period more than the amount of sick leave earned in any calendar year. This amount of sick leave limitation does not apply to sick leave taken pursuant to Article 16 *Parental Leave* of this Agreement.

Section B. Eligibility. Full-time and part-time employees earn sick leave. A temporary employee, who becomes a full-time or part-time employee without a break in service, must be credited on a pro-rated basis, but not more than 60 hours sick leave retroactive to date hired as a temporary employee.

Section C. Leave Year. The leave year begins with the first full payroll of a calendar year and ends with the payroll period in which December 31st falls.

Section D. Leave Accounting Period. The leave accounting period must be established by the chief administrative officer.

Section E. Accrual Rates. A full-time employee earns 120 hours of sick leave per leave year. A part-time employee earns a pro-rata amount of sick leave based on a schedule established by the chief administrative officer.

Section F. Maximum Allowable Accumulation. Sick leave may be accumulated without limit.

Section G. Use of Sick Leave and Use of Sick Leave for Family Medical Leave Act Purposes. Accrued sick leave may be used for the reasons stated in A of this Article, if approved by an employee's supervisor, in accordance with established procedures. Whenever an employee uses excessive or questionable sick leave and abuse is reasonably suspected, a supervisor may request written certification of illness by a physician from the employee who has used sick leave for 40 consecutive work hours or less. The supervisor will advise the employee in writing of the reasons for the certification requirement. Eligible unit members shall be allowed to use accrued sick leave for any FMLA purpose in accordance with Article 59, *Family Medical Leave Act*.

Section H. Subrogation.

1. When the accident, injury, or illness for which sick leave is used was caused under circumstances creating a legal liability in a third party, the county has the right of subrogation and the right to enforce the legal liability of the third party.
2. Whenever the employee is reimbursed for sick leave by the legally liable third party, the County must be repaid for all sick leave used, less attorney's fees. Upon repayment of monies, the sick leave used must be re-credited to the employee's leave account.

Section I. Disposition of Accumulated Sick Leave at Separation From County Service. Accumulated sick leave must be forfeited upon separation for any purpose other than retirement. Accumulated sick leave is creditable for retirement purposes as provided in the Employees' Retirement System of Montgomery County.

Section J. Lump Sum Death Benefit. In the event of an employee's death, the designated beneficiary, beneficiaries or estate, if permissible by law, must receive a lump-sum payment for accrued sick leave at the current pay rate, as follows:

1. If the death is the result of a non-service-connected accident or illness
   -- 75 percent of the total value; and
2. If the death is the result of a service-connected accident or illness
   --100 percent of the total value.

The designated beneficiary must be specified by the employee or as designated under the Employees' Retirement System of Montgomery County, if not named specifically.

Section K. Reinstatement or Transfer of Accumulated Sick Leave.

1. *Reinstatement.* Employees who apply for reappointment, and are reappointed to County service within two years must be re-credited with the accumulated sick leave forfeited at the time of separation.
2. *Transfer.* An individual who resigns employment with one county or bi-county agency to accept employment with another county or bi-county agency without a break in service may transfer all accumulated sick leave to the new employing agency, subject to limitations that agency may have provided there is a signed agreement of reciprocity between the two agencies.

Section L. Sick Leave Donations. Employees in the Unit as well as officers above the rank of sergeant and other non-bargaining unit employees in the Police Department may donate sick leave for the purpose of providing authorized sick leave to any Unit member who has exhausted all accrued annual, compensatory and sick leave. Sick leave means leave earned under Section A. of this Article. The procedures governing donation of sick leave followed in implementing the Sick Leave Donor Program established by the predecessor Agreement between the parties shall remain in effect, except as provided in Section P of this Article. Where the FOP has an established leave donation agreement with another bargaining unit within Montgomery County, the employer agrees to honor the agreement pursuant to the applicable contractual requirements of the bargaining unit and transfer sick leave as requested. [See MOA: *September 11, 2007*]

Section M. Use of Donations, Physician's Statement, Approval. From and after the effective date of this Agreement, an otherwise eligible employee shall be eligible for sick leave donations when he/she has exhausted all accrued leave. Donations shall be posted to the recipient's balance in increments not to exceed 160 hours. Unit members requiring amounts of leave in excess of an initial grant of 160 hours will certify the need for additional leave and the period of time to be covered by submitting a physician's statement. Sick leave taken pursuant to this Article shall be subject to departmental approval, and may only be used for reasons permitted pursuant to this Agreement.

Section N. Restrictions On Donations. Each donor must retain a minimum sick leave balance of 80 hours sick leave, and may not donate leave after he/she gives or receives notice of resignation, separation, or

retirement. Donations shall not duplicate benefits paid to an employee under any other County program that provides payments on account of disabling injuries or illnesses.

Section O. Donations Re-credited To Donor If Injury Is Job Related. If sick leave is donated to a person whose claim for job related disability payments has been denied by the County and if that determination is subsequently reversed all sick leave donated to that individual shall be re-credited to the donor.

Section P. Sick Leave Donor Procedure

1. *Purpose* . To establish a procedure for donating sick leave from one County employee to another for the purpose of providing authorized sick leave to an employee who has exhausted all accrued annual, compensatory, and sick leave.
2. *Definitions.*
   a. *Employee Donor* - An employee who donates sick leave to another Merit System employee.
   b. *Employee Recipient* - An employee who receives a sick leave donation.
   c. *Sick Leave* - Leave earned under the provision of this Article.
3. General Provisions.
   a. Employee donors must retain a minimum balance of 80 hours sick leave.
   b. Except as provided in this Agreement, donated leave is not to be re-credited to donating employees.
   c. All sick leave taken in conjunction with this procedure must be approved by appropriate departmental supervision.
   d. The minimum total leave donated by all employees must equal 40 hours, in order to be credited to the employee recipient's account.
   e. An employee who resigns or is otherwise separated from County service shall not be permitted to donate leave upon notice of resignation, separation, or retirement. The unused sick leave of any employee separated from service that is subject to forfeiture shall be placed in a sick leave donation bank to be maintained by the Union for the use of employees in need of sick leave donations.
   f. Sick leave donated under this Article may only be used for reasons established by A of this Article and E of Article 16 by employee recipient and may not be used for illness in the immediate family, medical appointments or retirement service.

Article 20 Leave Without Pay

Section A. Definition. Leave without pay is an approved absence during which time the employee is in a non-pay status. [See Article 23 § A.7, LWOP Benefits.]

Section B. Eligibility. Leave without pay may be approved at the request of the employee or if used pursuant to the purposes set forth at §E, an employee may be placed on leave without pay by the Employer provided all other appropriate leave has been exhausted.

Section C. Request for Leave Without Pay.

1. Application for leave without pay must:
   a. Be submitted in writing in advance; and
   b. Show the employee's reason for requesting the leave.

2. In emergency situations, leave without pay may be granted by the chief administrative officer or other designated official without prior application.
3. Eligible employees must provide advance written notice of intent to use leave without pay for FMLA purposes when the need to use the leave is foreseeable. Otherwise, eligible employees must provide such notice as is practicable.

Section D. Limitation. [See Side Letter: *July, 1, 2004*]

1. Leave without pay may be granted for a period not to exceed one year. If, at the end of one year the employee does not return to a paid leave status, s/he shall be deemed to have resigned in good standing unless another action is required by this agreement (including disability leave), the FMLA or other applicable law, or the employee is suspended without pay.
2. In grants exceeding 90 consecutive days, the chief administrative officer or designee (department director) may require the employee to waive reinstatement rights and privileges to the position vacated which encompasses a job title and number and a job class or rank, unless the leave without pay is:
   a. for a purpose specified in Article 59, Section B.2;
   b. parental;
   c. military;
   d. pending resolution of a dispute over a disability leave determination;
   e. political leave for an employee who is a member of the Maryland General Assembly; or
   f. the employee is suspended without pay.

   The County is not obligated to re-appoint or place an employee in a vacant position who has waived reinstatement rights to another position. Waiver of reinstatement rights may result in the filling of the position as soon as leave without pay starts. This limitation shall only apply to employees who are voluntarily placed on leave without pay on or after July 1, 2004.

Section E. Approval. Leave without pay shall be approved for an eligible employee if it is FMLA, parental, military, or political leave. For purposes of this article, suspension without pay shall be deemed approved.

Section F. Effect on Other Actions.

1. If an employee is granted leave without pay for personal reasons other than FMLA, parental, military, or political leave, for a period in excess of four (4) consecutive weeks, the date the employee would have been eligible for merit system status or a higher leave accrual rate must be deferred and reassigned to a later date.
2. The length of time the date is deferred must be equal to the period of time the employee was approved leave without pay.

Section G. Military Leave for Active Duty.

1. A full-time or part-time employee who is required to serve on active duty in the armed forces of the United States or a state militia must be granted leave without pay for the period the employee is required to remain in the military service. The employee is entitled to reinstatement to the former position or one of comparable status upon separation from the armed forces, provided application for reinstatement is made within 90 days from date of separation.
2. An employee, except an elected official, who is involuntarily ordered to active duty in the armed forces of the United States or National Guard during a national emergency or under presidential authority, except for active duty for training may use any accumulated annual and compensatory leave while on active duty; and must be granted military leave, when all annual, compensatory, and donated leave has been used, for the period the employee is

ordered to remain on active duty; and 10 working days after release from active duty. The County must pay an employee on military leave the employee's County salary, reduced by all pay and allowances the employee receives for military service except separation allowances.

3. An employee who takes leave under this Section continues to receive all employee insurance benefits, including retirement system credits, for the entire leave period.

   a. *Group insurance benefits during military leave*. Employees who are called to active duty may continue their coverage under the same provisions applicable to active employees. While employees are responsible for their share of the benefit costs during military leave, any missed amounts will be made up from future paychecks upon return.

   b. *Retirement credits during military leave.* Credited service, as well as the county contribution, will continue during periods of military service. Upon return, employees may make up any contributions missed during their period of military service in order to keep their entire benefit intact. Credited service will be extended for the period of the absence, contingent upon receipt of all employee contributions to the ERS.

Section H. Political leave.

1. Political leave without pay is automatic for an employee who is a member of the Maryland General Assembly as required by §2-105 of the State Government Article, Annotated Code of Maryland.

2. An employee's request for leave without pay to campaign for political office and to perform the duties of the elected position may be approved on the same basis as requests for leave without pay for other reasons.

3. Except for a right to salary or wages, an employee who is a member of the Maryland General Assembly who uses leave without pay as political leave while the General Assembly is in session may not be deprived of or otherwise have impaired any incident of the employment, including tenure, seniority, annual or sick leave, promotional rights, or rights to salary increments.

Article 21 Compensatory Time

Section A. Limitations on Accrual of Compensatory Time. A bargaining unit employee who has a compensatory time balance in excess of 80 hours at the end of the leave year may elect to be paid for the excess hours by the first pay period following March 15 of the succeeding year or to carry them over for one year. During Fiscal Year 2011, the County at its option may limit the cash out of excess hours to employees with a compensatory leave balance in excess of 120 hours at the end of the leave year. The carry-over of excess compensatory time must be reduced by no later than December 31 of the succeeding leave year. Unused compensatory time granted to implement a furlough shall be added to the member's compensatory leave balance at the end of the furlough period and treated as above.

Section B. Disposition of Compensatory Time at Separation. When a bargaining unit employee is separated from the County service, the employee must be paid in a lump sum for all earned unused compensatory time.

Section C. Withholding or Adjustment of Accumulated Compensatory Time. Whenever an employee is indebted to the County, the amount due may be deducted from accumulated compensatory time. Any objection to the deduction may be grieved in accordance with the procedures established in Article 8 of this Agreement.

Section D. Use of Compensatory Time for Purchase of Retirement Service Credits Under the Provisions of the Employees' Retirement System of Montgomery County. An employee wishing to purchase retirement service credits pursuant to the appropriate provisions of the Employees' Retirement System of Montgomery County may authorize the conversion of accrued compensatory time to a cash value for the purpose of

depositing this amount under either retirement system. Not more than eighty hours of compensatory time may ever be used for purchase of retirement service credits. The lump-sum cash value of the compensatory time is to be based on the Employees' Retirement System of Montgomery County. Whenever an employee converts compensatory time for the purpose of purchasing retirement service credits, lapsed salary monies in the employee's department or agency may be used, and the monies may be transferred to the Employees' Retirement System of Montgomery County, whenever recommended by an employee's department head or agency head and approved by the chief administrative officer.

Section E. Compensatory Time Not To Be Counted as FMLA Leave. Compensatory time used cannot be counted as FMLA leave. [See Side Letter: *April 12, 1994*]

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 22 Professional Improvement Leave

Section A. Definition. Professional Improvement Leave is fully or partially paid leave or leave without pay for the purpose of attending conferences and courses of study which are work related.

Section B. Eligibility.

1. All sworn bargaining unit members are eligible to receive Professional Improvement Leave for the purpose described in section A of this Article, if approved by the department head or designee.
2. Professional Improvement Leave may not be used for course funded pursuant to Article 39 *Tuition Assistance*.

Section C. Requests for Professional Improvement Leave.

1. The Department head or designee shall develop procedures for the approval of Professional Improvement Leave.
2. Department directive 341 dated July 1, 1997, shall remain in effect to the extent it deals with negotiable terms and conditions of employment. The training and selection committee shall include one member of the bargaining unit.
3. Professional Improvement Leave may not be used for the purpose of attending college courses.

Article 23 Maintenance of Standards/Retention of Benefits and Conditions

Section A. All members of the bargaining unit retain the following benefits and conditions previously in effect between the parties, including: [See MOA: *February 28, 2005 (Parking at EOB).]*

1. Deferred compensation program.
2. Use of blood bank;
3. Physical examinations as provided in DD 87-05, found at **Appendix G** of this Agreement.

   Before an employee returns to work after an absence which is the result of a workers' compensation injury or who has been out 15 or more work days, the employee must have a "Return to Work" authorization form completed by the employee's private physician or workers' compensation physician authorizing their return to work. The form must be

presented to the employee's supervisor immediately upon returning to work. If fitness for duty issues arise upon the employee's return to work, the employee may be required to see the county medical examiner ["CME"] who may make further determinations as to fitness for duty. After receiving the "Return to Work" authorization form, the employee's supervisor will forward this form to the Occupational Medical Services unit for inclusion in the employee's medical file. Notwithstanding the above requirements, an employee may be required to submit to a medical examination by the CME to determine fitness for duty. [See Side Letter: *October 21, 2004*.]

4. Workers' Compensation benefits and policies including those relating to physical fitness activities and officer participation in community relations activities;

5. Education Salary Differential or any other pay differential afforded to members of the bargaining unit;

6. Local and Non-Local Travel. Maintain current practice as provided in the Administrative Procedures concerning Local and Non-Local Travel (A.P. 1-5, 1-2). Increases and decreases in reimbursement rates may occur as a result of market changes without reopening the Agreement. However, the Department of Finance may issue a credit card for frequent travel in lieu of cash advance.

   a. The credit card is for County use only, within limits.

   b. The employee's bill will be paid by the County for the County share. The employee is to be responsible for non-business related items.

   c. The employee is responsible for submitting the credit card statements on a schedule that would allow for timely payments on the part of the County. Late payment interest and penalties are the responsibility of the County only in those cases where the processing delays were caused by the County independent of the employee.

7. Leave Without Pay ["LWOP"] Benefits. Payment of insurance premiums while on Leave Without Pay: Medical (1 year), Personal (60 days), FMLA (12 weeks), Parental Leave (720 hours), Suspension (60 days), Professional Improvement Leave (60 days).

   [See Art. 7 § D.; Art. 15 § J.; Art. 30 § I., Art. 50 § C.; Art. 57 § A; and Art. 55 § E.8.]

Article 24 Insurance Coverage and Premiums

Section A. Health Benefits. By agreement, effective January 1, 1995, and subject to §M, the County reduced its contribution with respect to each separate medical and hospitalization plan, calculated separately for individual and family coverage, to 80% of the actual premium charged by an HMO or, in the case of self-insured plans, 80% of the projected premium rate for the calendar year in which the rates are to be effective. The member shall pay the remaining 20% of the plan s/he selects. The rates for each self-insured plan shall be calculated using standard actuarial principles with separate medical trends determined which reflect plan design. The rate will include a 2% administrative fee. Lodge 35 shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations. In other respects the comprehensive health benefit program shall remain in effect except as provided below.

Section B. Optical Benefits.

1. Employees will continue to participate in the County-wide Optical program at benefit levels in effect on January 1, 2000. In addition, this benefit shall extend coverage to include contact lenses in lieu of eyeglasses. Costs shall be shared as provided in §A.
2. Effective January 2, 2002, a new discount vision program was implemented for future retirees.

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

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

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

Both prescription drug plans shall restrict generics. In the event the employee elects to receive a brand medication when a generic medication is available, the member shall pay the cost difference between the brand and generic medication, however, in the event a physician requires a brand medication, the employee shall not be responsible for the difference in cost.

Both prescription plans shall provide/require that if an employee fills a prescription at retail more than twice, rather than utilizing mail-order, the member shall pay the difference.

Except as otherwise provided herein, costs shall be shared as provided in §A. If, during the term of this Agreement, the parties agree to a Canadian drug program as an employee option, that plan may be implemented.

Effective January 1, 2014, the Prescription Drug Plan will no longer offer the 90-day post formulary change grace period granted upon formulary changes. Plan participants affected by formulary changes shall be notified a minimum of 90 days prior to the effective date of the formulary change. The employer shall approve up to a 90 day post formulary change grace period for members based upon the members' particular circumstances.

Section D. Unit Members shall continue to be eligible to participate in the Point of Service Plan or its successors. [see **Appendix D]** Appendix D was amended effective 1/1/04, to provide for the "open access" feature. [see **Appendix S**]

Section E. Pre-tax Premiums. Employee contributions to Health Benefit Plans shall continue to be effected in a manner so that the premiums shall be pre-tax.

Section F. Bidding. If the County determines to get competing bids for existing HMOs and/or the administrator of its medical plans, and thereafter determines to terminate enrollments in existing plans it shall assure that benefits of those terminated enrollees shall not be reduced (or costs raised). If the employer

determines to terminate or replace an existing HMO or Point of Service Plan, the Employer shall use its best efforts to obtain (or if the Plan is self administered, shall provide) reasonable transition rules permitting employees receiving ongoing medical treatment for an illness or injury to remain in the care of the treating physician[s] where that continuation is practicable and medically indicated. When the County terminates an existing HMO or Point of Service administrator, it shall open the point of service plan, and all existing HMOs to enrollees of the terminated plan[s].

Section G. Other Benefits. The County shall also contribute 80% of the premiums determined for any calendar year for benefit plans not included in §A. The unit member shall pay the remaining 20%. The FOP shall be provided with information (including but not limited to all actuarial and consultant reports) enabling it to review the premium determinations.

Section H. Premium Calculations. Premiums for all plans shall be established using standard actuarial principles or actual rates being charged by the carrier or HMO. Covered employees for premium calculation purposes shall include all employees receiving the same benefits.

Section I. Premium Changes. If contributions for any calendar year exceed expenses during the plan year, the premium may be adjusted, reduced, or eliminated for specific pay dates. The method of such adjustment, reduction or elimination shall be agreed upon by the parties.

Section J. Retiree Health Benefits.

1. Unit members hired before January 1, 1987 who retire may continue their current benefits under existing practice (80% employer/20% employee split) for the number of years they participated as an active employee or receive the same benefits for life at a 70% employer/30% employee split. Employees hired after January 1, 1987 shall be eligible for lifetime benefits with a 70% employer/30% employee, premium split. For purposes of this section, 70% employer/30% employee split means that after 15 years of service, the split shall be 70%/30%. For employees with more than 5 years service but less than 15 years service, the employer shall pay 50% plus 2% for each additional year after five, up to a maximum of 70%. However, employees retired on a service-connected disability shall be eligible for a 70% employer/30% employee split regardless of length of service.

2. *In the event of death*. An employee who meets the eligibility requirements for group insurance benefits for retired employees (using the date of death as the separation from service date), the surviving spouse or eligible domestic partner (and other dependents eligible for coverage at the time of death) may continue coverage under the benefit plans available to retirees, as if he/she was the retiree, under the same terms and conditions available to the employee, until remarriage, including the entering of a domestic partnership within the meaning established under this Agreement (for eligible dependents other than a spouse or eligible domestic partner, sooner if they lose dependent eligibility).

   An employee who dies and does not meet the eligibility requirements for group insurance benefits for retired employees (using the date of death as the separation from service date), the surviving spouse or eligible domestic partner (and other dependents eligible for coverage at the time of death) may continue coverage under the benefit plans available to retirees for the period of time equal to the number of years of the employee's eligibility under the group insurance plan, or until remarriage, including the entering of a domestic partnership within the meaning established under this Agreement, whichever happens first (for eligible dependents other than a spouse or eligible domestic partner, sooner if they lose dependent eligibility).

3. *Transfer season.* At the time of retirement, employees may elect coverage under the benefit plans available to retirees. If no coverage is elected for a plan(s), coverage may be later re-elected during a subsequent transfer season (certain agreed re-entry restrictions will apply). During a transfer season, levels of coverage (e.g., single to family) may be changed, regardless of the level of coverage chosen at retirement.

Section K. Unbundling of Benefits. Effective January 1, 1999, insurance benefits will be "unbundled." LTD and basic life shall be mandatory and certain agreed re-entry restrictions for dental and vision will apply.

Section L. Dental Maintenance Organization. Effective January 1, 2000, the Employer shall offer an optional [Dental Maintenance Organization] DMO.

Section M. Medical Spending Accounts. All health insurance participants shall be eligible to maintain Medical Spending Accounts.

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

Section N.2. Optional Term Life Insurance. Effective January 1, 2014, employee's may purchase additional optional term life insurance in amounts equal to 4 up to 8 times their basic annual earnings subject to a maximum of $1,000,000. Employees shall pay 100% of the premiums. There shall be no pre-qualification for those who elect this insurance during initial implementation or initial employment in amounts equal to one, two, three or four times their salary.

*Section O. Domestic Partners***.** It is an expressed term of this agreement that health and insurance benefits shall be extended to same or opposite-sex domestic partners.

1. For purposes of receiving a benefit under this section, "same-sex domestic partners" means two people of the same sex, one of whom is a bargaining unit, who either:

    a. Are each at least 18 years old, have consented to share a voluntary, close personal relationship without fraud or duress and are responsible for the welfare of one another. Domestic partners shall have maintained the same legal residence for not less than twelve months; and shall not be married to, or engaged in a domestic relationship with, another person. Domestic partners may not be related by blood or affinity in a way that would disqualify them from marriage under Maryland law if either of the partners were of the opposite sex. Domestic partners must be legally competent to enter into legal agreements and share sufficient financial and legal obligations to provide evidence of eligibility for this benefit. Under this subsection, the County may require a unit member and the partner to sign an affidavit under penalty of perjury declaring that they meet the requirements of this subsection and provide sufficient evidence of the domestic partnership as provided in ¶2 of this section, or

    b. Have legally registered their domestic partnership if a domestic partner registration system exists in the jurisdiction where the unit member resides and the County determines that the legal requirements for registration are substantially similar to the requirements set forth in Section U.1 of this Article. Under this subsection, the County may require a unit member to provide an official copy of the domestic partnership registration.

2. Evidence of sufficient financial and legal obligations includes at least two of the following: joint housing lease, mortgage or deed; joint ownership of a motor vehicle; a joint checking or credit account; designation of the partner as a primary beneficiary of the unit member's life insurance, retirement benefits, or residuary estate under a will; or designation of the partner as holding a durable power of attorney for health care decisions concerning the unit member.

3. This benefit terminates upon termination of the domestic partnership by death or dissolution or under any other change in circumstances that initially qualified the domestic partnership under Section U.1 of this Article. The unit member must notify the County within 30 days of the termination of the domestic partnership or other change in circumstances. However, upon termination of the relationship, the employee shall immediately be entitled to all benefits for which s/he would have been eligible absent the domestic partnership.
4. All records and files shall be maintained in accordance with Article 51 of this Agreement. Further, the existence of a domestic partnership shall be confidential and not disclosed to the department or its employees. FOP Lodge 35 shall be provided information necessary to administer this agreement and monitor, implement, and administer this Article and Article 57. Further, Lodge 35 agrees to keep all information confidential.
5. Notwithstanding Article 8 of this Agreement, contract grievances alleging a violation of this Article or Article 57 provisions relating to domestic partner benefits, shall be submitted to the chief labor relations officer instead of the director of the police department. Copies of the grievance need not be sent to police managers or supervisors.

*Section P***.** FOP members who reside outside the service area as defined by the current POS medical plan, shall be eligible for a schedule of benefits comparable to the current in-network and out-of-network benefit levels of the current POS plan through a Preferred Provider Organization (PPO) plan to be effective January 1, 2002.

Section Q. Long Term Care. Unit members are eligible to participate in the County-sponsored Long Term Care Program, under terms established as of September 1, 2001, at 100% of the cost established by the carrier.

Section R. Optional Plans.

1. Modified POS Plan Option. Unit members are eligible to participate in a new modified Point-of-Service health benefit plan with lower premiums but higher co-pays.
2. Consumer Driven Health Care Option. Unit members are eligible to participate in a Consumer Driven Health Care Plan, should that option become available.

Section S. Employee Plus One Option. Effective January 1, 2005, the Employer shall offer optional "employee plus one" coverage for applicable group insurance plans.

Section T. Group Insurance Program Changes

1. *Dependent Life Insurance*. Dependent life insurance options may be elected by bargaining unit employees in the following increments:

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

   $4,000 spouse; $2,000 child to age 26

   $10,000 spouse; $5,000 child to age 26

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

2. Effective January 1, 2006, both prescription plans will be available to bargaining unit employees who elect a medical plan which has no prescription coverage, as well as to those who elect no medical coverage.

3. Term Life Insurance. In the event of a bargaining unit employee's death in the line of duty, the designated beneficiary, beneficiaries or estate must receive the following lump sum payments:

   a. Immediate advance payment of $25,000 from the basic term life benefit toward funeral and family living expenses

b. The basic benefit of term life and accidental death and dismemberment insurance payable for a bargaining unit member whose death is the direct result of an accidental bodily injury sustained in the performance of County employment will be $500,000, or the amount payable under the schedule of such benefits in effect under current practice, whichever is greater, less any advance paid under subsection 2.a.

Section U. *Post Employment Group Insurance and Committee*

1. For employees hired before July 1, 2008, eligibility and contribution for post employment group insurance shall remain status quo except as modified by this CBA.
2. Post employment Group Insurance Committee. The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying insurance cost saving measures regarding post-employment group insurance, including eligibility, premium share for employees hired on or after July 1, 2008, and coverage. The committee shall report to the parties before September 1, 2009.
3. The parties may, by agreement, amend this article during the term of this agreement to provide for HRA, RRA or other provisions and amend premium shares to employees hired after July 1, 2008

[Memorandum of Understanding

The parties executed a tentative agreement on October 23, 2007 which removed or changed the following accomplished sections from Article 24 of the collective bargaining agreement: D, E (redrafted), the last sentence of F, G, H, the reference to the indemnity plan in J, L, and N. It is further understood that the removal of or changes to these sections is not intended to result in the elimination of the POS plan or to reduce, eliminate, modify, or have an adverse impact on any provision in the agreement. [From 2007 re-opener agreement]

[Memorandum of Understanding

The parties agree to establish a joint committee consisting of an equal number of union representatives and employer representatives for the purposes of studying insurance cost saving measures including wellness, prevention, and disease management that would preserve benefits, promote employee and dependent health, and to ultimately reduce cost. The certified representatives of other county employees shall be invited to participate as members of the joint committee. The parties agree to jointly retain and fund one or more consultants to aid the committee in its mission. The committee shall report to the parties before September 1, 2009.] [From 2007 re-opener agreement]]

Article 25 Transfers

Section A. Definition. Subject to Article 42, transfer of employees is the movement from one position or task assignment to another position or task assignment either within a department/office/agency or between departments/offices/agencies. Transfers shall be made by the County and usually involve one or more of the following factors:

1. A change from one merit system position to another;
2. A change in physical location of the job or position;
3. A change in duty assignment, but within the same occupational class.

Section B. Reasons for Transfer. The following may be reason for transferring an employee:

1. A voluntary request;
2. A lack of funding resulting from budgetary limitations or loss of federal/state funds;

3. A change in the approved work program/plan/design;
4. An administrative reorganization;
5. A technological change or advancement that impacts on work force needs;
6. A change in an employee's physical or mental condition;
7. The resolution of a grievance or other problem affecting the operational efficiency of a unit or organization;
8. For training or development;
9. The need for additional personnel at a specific work site.

Section C. Qualifications for Transfer. An employee must meet the minimum qualifications for the position to which transferred.

Section D. Notice of Transfer. Members of the unit shall be notified by their station captain and/or their bureau chief that they are under consideration for involuntary transfer or duty assignment and shall have a period of two (2) working days to reply as to any reasons why they do not wish to be transferred (reassigned). Such notification shall state the reason the employee is being considered for an involuntary transfer in writing with reasonable clarity. The captain and/or bureau chief will carefully consider any reasons submitted by the employee before proceeding with any transfer.

Se*ction E. Appeal of Transfer.* An employee may appeal an involuntary transfer in accordance with Article 8. The appealing employee must show that the action was arbitrary and capricious.

Section F. Filling of Vacancies.

1. Department directive 325, dated July 1, 1997, or its successor, as agreed by the parties, shall remain in effect to the extent it deals with negotiable terms and conditions of employment. [See Side Letter: *September 18, 1995 & January 15, 2015*: Also See FC 325 July 1, 1997 attached.]
2. All members of the selection committee must review and sign the recommendation.
3. Subsequent to the selection, any unit member applicant shall have the right to review the recommendation committee memo upon request.

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

Section G. Reserved

Article 26 Non-Discrimination

Section A. All terms and conditions of employment contained in this Agreement shall be applied to all employees without regard to union or political affiliation, race, color, religious creed, ancestry, national origin, sex, marital status, age, disability, family responsibilities, sexual orientation, genetic status, or any other basis as covered by Federal, State and local discrimination laws, and strictly in accord with their individual merits as human beings.

Section B. In any arbitration under this Article, the party seeking arbitration shall request from FMCS an arbitrator experienced in this area.

Section C. Americans with Disabilities Act. The parties recognize that the Americans with Disabilities Act (ADA) applies to members of the bargaining unit. However, any rights given under the Act may not be grieved and arbitrated under this Agreement unless such rights are otherwise provided within the terms and conditions of this Agreement. Nothing in this Agreement precludes an employee from exercising any rights under the ADA to file a cause of action in an appropriate forum.

Article 27 Secondary Employment

Section A. Definitions.

1. *Employment* - any work, occupation, labor or profession that results in compensation to the employee.
2. *Secondary Employment* - any employment not required by the Montgomery County Department of Police.
3. *Security Related Secondary Employment* - any employment where the employee is hired for the express purpose of protecting the proprietary interests of the employer.
4. *Uniformed Security Related Secondary Employment* - any employment where the employee is hired for the express purpose of protecting the proprietary interests of the employer and the employee wears a Montgomery County police uniform.
5. *Employee* - refers to all POCs, PO Is, PO IIs, PO IIIs, MPOs, and sergeants.

Section B. Secondary Employment.

1. All employees who desire secondary employment must comply with the procedures and provisions established in this Article. Except in accordance with this agreement, employees will not engage in any employment outside the department without the required approvals. [See Side Letter: March 15, 1996.]
2. The primary duty, obligation, and responsibility of every employee is to the Department of Police. Employees who are directed to work overtime, or are directed to report to work on their days off, will do so regardless of the fact that outside employment is approved. Outside employment should not become additional full-time 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 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.

1. Approval from the chief of police or designee via an agreed upon Secondary Employment Request must be obtained by an employee prior to engaging in any outside employment, except as stated in §C.3. [See Side Letter: *May 7, 2001*.]
2. If there is no question regarding conflict of interest in accordance with this Article, the chief of police shall act upon a request for approval of outside employment and provide notification to the employee within 5 days after the employee submits his/her application. Employees will be notified of approval earlier if such approval is given.
3. For security related secondary employment, an agreed upon Employer Agreement for Security Related Work must be completed by the employee, signed by the secondary employer prior to working the secondary employment, and sent to the chief, Management Services Bureau.
4. Approval of both security related, and non-security related, secondary employment of a short, spontaneous, temporary duration that requires immediate acceptance by an employee, may initially be granted by the employee's district/unit commander within not more than one business day. The agreed upon Employer Agreement for Security Related Work must be completed prior to the employee working any security related secondary employment.

However, in every instance, the approval process must be initiated as indicated in §C.1. 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.

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. 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.

   b. Twelve Month Approval: Remains in effect for twelve months from the date of the chief's approval. Each employee will be notified, via memorandum, prior to the end of the twelve-month approval period. To continue the secondary employment, the employee must submit a new request. [See Side Letter: *March 15, 1996*.]

   c. Limited Approval: Remains in effect until the employment is completed. This is used for short term, temporary employment (i.e., one day event).

6. Denial will be determined initially by the chief of police or designee. If denied, the employee may appeal the decision to the chief administrative officer or designee who shall review the action and respond to the employee with a determination within 7 days. Decisions of the CAO or designee may be submitted to arbitration as provided at Article 8, Sections E through H of this Agreement.

7. The Employer will submit all requests, if necessary, to the Ethics Commission for approval. In the event that any request is denied by the Ethics Commission, which has not been denied under C.6. of this Agreement, this Article will be reopened under the provisions of Article 31 §B of this Agreement. The employee may not work the secondary employment in question if denied by the Ethics Commission. [See Side Letter: *March 15, 1996*.]

8. All approved forms submitted prior to the effective date of this article will remain in effect until their normal expiration as set forth in section C.4 and 5 above, unless rescinded for other cause, or prohibited by this article.

9. If a department employee owns a business or is in charge of hiring personnel, including department employees, the employee must disclose this information when application is made for secondary employment.

10. Approval for work performed on behalf of the Montgomery County Board of Education (i.e., school, office or agency) shall pertain to all future similar work performed by the employee on behalf of that agency.

Section D. Restrictions.

1. Employees shall not engage in any secondary employment which is in conflict with the Montgomery County Government and Department of Police.

2. Employees shall not engage in any outside employment which will adversely affect their ability to perform their duties.

3. Employees shall not engage in any outside employment which presents an unacceptable risk of disabling injury that would limit an employee's return to regular duty. "Unacceptable risk" means any risk that is greater than that required of a police officer generally.

4. Employees will not engage in secondary employment during the actual hours: for which they are scheduled to work for the county, while on approved sick leave, FMLA, parental leave,

disability leave, administrative leave, or professional improvement leave. However, employees may not engage in secondary employment during any period while on sick leave, disability leave, and FMLA if the employment can be reasonably construed to delay or preclude full recovery and return to work.

5. Employees who have had medical restrictions placed upon them as a result of an illness or injury must abide by those restrictions while working secondary employment. Employees with such restrictions may be subject to Section D (3) above. If employees are restricted from wearing their uniform while on-duty, they shall not wear their uniform during secondary employment.
6. Employees will not use any police equipment or exercise any police authority while engaged in any secondary employment while their police powers are suspended.
7. 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.
8. No employee shall engage in business with the Montgomery County Government without first revealing his/her employment status with the County.
9. Except for uniformed secondary employment, employees will not engage in secondary employment if the authority vested in them as a county employee (to be a police officer) is a requirement for obtaining or holding the employment.
10. Employees will not divulge their association with the department in the course of their employment as a sales person.
11. Except as provided in this article, employees may not be employed by or have any ownership interest in any business subject to the authority of or doing business with the police department.
12. No towing service owned and/or operated by off-duty Montgomery County police employees shall be used for towing of vehicles at the request of on-duty Montgomery County police employees unless specifically requested by the owner or operator of the vehicle involved.
13. School Bus Operator - No employee of the department shall operate a school bus immediately after working a midnight shift.
14. Employees, in the performance of their secondary employment, will not take advantage of any services provided by the department unless in the performance of legitimate police action. (Under the provisions of the CJIS Law, it is a violation to disseminate criminal records information to non-criminal justice agencies or to anyone when not in the scope of official business. Further, obtaining any information, criminal or non-criminal, can only be done in the same capacity as a private citizen when not for official police activity. Any deviation from this can subject the employee to tort liability.)
15. Employees may not use confidential information gained in county employment for outside financial gain or for any purpose other than use in county employment.
16. Employees, while on duty, may not accept or solicit referrals for their secondary employment.
17. Employees will not distract or coerce other county employees during their scheduled work

hours to buy or use products or services sold or offered as part of their secondary employment.

18. PPVs and SOFVs may be driven to and from the job site and used as a stationary observation post but must not otherwise be used in the course of or in furtherance of their secondary employment work. While using the vehicle as a stationary observation post, employees must monitor the police radio as required by this agreement.

19. Employees are prohibited from working for any person(s) or any entity owned (at least 5% ownership) by a person, or persons, they supervise, or who supervises them as part of their county employment.

20. Approval for secondary employment may be suspended by the employer based upon credible information that the secondary employer, official of the employing company, or an employee's supervisor, becomes the subject of a law enforcement investigation or enforcement action other than a petty offense or traffic charge where the focus of the investigation or enforcement action creates a conflict of interest between the secondary employment and the employee's status as a police officer.

    Employees will cease employment upon notice by an appropriate supervisor of a suspension pursuant to the above condition.

    Employment suspended under this section may be reinstated without need for reapplication, at the conclusion of the law enforcement investigation or enforcement action.

Section E. Security Related Secondary Employment.

1. No employee shall work in security related secondary employment unless:

    a. The employee completes both the Secondary Employment Request and the Employer Agreement for Security Related Work.

    b. The employee has been employed by the Montgomery County Department of Police for at least one year as an employee as defined in this Article.

2. When the employee determines that an offense report should be initiated, the employee will call an on-duty employee to take the report and initiate an investigation to the same extent as if a private citizen had called the police. This policy is not intended to prohibit an employee witnessing the commission of a crime from taking immediate and appropriate police action. However, once the situation is under control, the employee will call on-duty employees.

3. The employee will work only as a surveillance guard and, if the employee anticipates a situation where the presence of on-duty uniformed employees would have a calming or deterrent effect, they will be requested.

4. Security related secondary employment shall be limited to duties customarily associated with those performed by a watchman or guard, and will not include background investigations or any form of investigative surveillance work related to any divorce, separation, or other domestic situation within Montgomery County.

5. No follow-up investigations of previously reported offenses will be handled by off-duty employees; all information coming to their attention relating to such incidents will be reported to investigating employees.

6. While on duty with the department, the employee will show no preferential coverage to the place of the employee's secondary employment, nor while employed there off-duty will he/she encourage visitation by on-duty employees.

7. Under no circumstances will an employee act as an intermediary between a particular employer and a group of employees employed as watchmen/security guards for the purpose

of scheduling, coordinating or any other similar activity unless the employee has first obtained the appropriate license from the superintendent of the Maryland State Police, if such license is required.

8. Employees will not be permitted to work security-related secondary employment unless the secondary employer agrees:

    a. To pay officers appearing in court on their day off or during non-regularly scheduled working hours for civil incidents arising from off-duty employment activity.

    b. To pay the employee by check showing proper deduction for Social Security, if required by law.

    c. To provide Worker's Compensation Insurance coverage for the employee, if required by law.

    d. Except for non-regular, occasional, or sporadic employment for a private individual, the secondary employer agrees to maintain a comprehensive general public liability insurance policy in a minimum amount of $500,000, which policy will cover the employee against any and all claims and/or liability resulting from such employment.

    e. To make no attempts to exert any influence regarding a police decision involving whether an arrest should be made.

    f. To initiate all formal charges for trespassing and not let the employee initiate such charges.

    g. To keep the agreement between the secondary employer and the county in force for the duration of the period specified in the agreement.

Section F. Additional Restrictions - Uniform Secondary Employment.

1. Police employees are authorized to work uniform off-duty security only within the boundaries of Montgomery County, Maryland.

2. Employees may work secondary employment in uniform only as a watchman or surveillance guard.

3. Employees will not engage in secondary employment where there is a potential conflict of interest between the employee's duties as a police employee and duties for the employee's outside employer.

4. Uniform off-duty security employment is prohibited if the employee's police powers are suspended or revoked.

5. Uniform off-duty security employment is prohibited in the following circumstances:

    a. An employee is under the influence of alcohol or drugs.

    b. It is probable that on-duty employees would respond as a result of a demonstration, protest march, sit-in, labor/management dispute, or mass arrest situation.

    c. The employee is in a leave status identified in section D. 4, or in a leave without pay status.

    d. The secondary employment establishment sells, distributes or serves alcoholic beverages unless two or more officers are hired to work and are present the entire time, and provided that 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.

e. Gambling is occurring in the secondary employment establishment (other than the sale of state lottery tickets by the secondary employer.)

6. Uniform off-duty security employment must be terminated immediately upon notice to the employee by an appropriate supervisor, that the secondary employer, official of the employing company, or an employer's supervisor, becomes the subject of a law enforcement investigation or enforcement action other than a petty offense or traffic charge.

7. Police employees may only work uniform off-duty security on the premises of their secondary employer, or on property immediately adjacent to the secondary employer's property.

8. In the event the County develops the capability to retain and monitor such information, employees engaging in uniform off-duty security employment may be required to immediately notify the Emergency Communications Center at the beginning and end of the work period indicating the employer and the duty location.

9. Employees are only authorized to work secondary employment in uniform a maximum of 16 hours in a forty-hour workweek, days off are excluded.

10. Employees are prohibited from working uniform off-duty security employment for:

    a. Debt collectors.

    b. Private process servers.

    c. Skip tracers.

    d. Employers engaging in repossession of property.

    e. Employers doing pre-employment investigations.

    f. Bail bonding agencies.

    g. Employers engaging in the towing of vehicles.

    h. Employers engaged in the security guard, private investigator, or private detective business.

11. If uniformed secondary employment work requires the simultaneous presence of six or more officers at the secondary employment site at one time, the secondary employer shall agree to hire an additional person whose full time position is that of a Montgomery County Police sergeant. The sergeant shall be responsible for supervising the employees at the secondary employment site consistent with the policies and procedures of the department. If no sergeant can be hired, an additional officer shall be hired and the most senior of the officers shall be responsible for supervising the employees at the secondary employment site.

12. Article 27 and Article 2 may be re-opened with consent of the parties for the purpose of establishing a union brokered system for secondary employment.

13. Unit Members may be employed in uniform for the following functions:

    a. Traffic direction to assist with ingress and egress from public or private property, e.g., churches, synagogues, shopping centers. However, whenever a permit is required from a local, state or federal government, the secondary employer must obtain such permit as a condition of employment.

    b. Traffic direction at construction sites, block parties, races, parades and other events provided the secondary employer obtains any required permits.

    c. Traffic monitoring and selective enforcement for a local government, special taxing authority, government entity, provided no county, state or federal permit is required.

d. Assigned vehicles may be used when the unit member is employed by a local government, special taxing district, or a government entity, provided that the government entity for whom the unit member is working secondary employment agrees to reimburse the County a fair and reasonable rate for such vehicle use. The County has the discretionary authority to determine a "fair and reasonable rate of reimbursement." Although this authority cannot be exercised in an arbitrary manner.

e. Teaching or instructing a law enforcement topic for a college or university.

f. Under other reasonable circumstances where the parties agree, is in the interest of public safety.

14. Employees may not work in uniform in any capacity for employers engaged in the security guard, private investigator, or private detective business.

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:

1. Weapons/Protective instruments (carried in an inconspicuous manner unless uniformed): Handgun; OC spray; baton; and flashlight; electronic control device and other weapons/protective instruments mutually agreed upon by the parties.
2. Portable radio; Ballistic vest; Handcuffs; MCP badge and credentials.
3. Baseball cap or other headgear (uniformed only).
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 belt, 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 3 years and it has not expired, or
2. Approval was for 12 months and it has not expired.

Section I. Traffic Direction. Employees who are hired for traffic direction or traffic control shall wear their issued reflective vest or raingear (as appropriate).

Article 28 Service Increments

Section A. Service Increments.

1. A service increment is a 3.5% increase in salary which may be granted annually, upon approval of the chief of police or designee, to each employee having merit status who assumes the duties and responsibilities of their position at an acceptable level of competence as determined through performance evaluation or in accordance with this Agreement and whose work generally meets expectations. Service increments are earned by performance of work at an acceptable level of competence. An employee cannot be awarded a service increment automatically or solely on the basis of length of service.
2. Each employee is eligible to be considered each year for a service increment award to be effective on the assigned increment date. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade.

Section B. Reassignment of Service Increment Date.

1. A new service increment date must be assigned by the chief of police or designee whenever an employee has had the service increment delayed or the employee's increment date occurs

during a period of a within-grade reduction, or the employee has been on authorized leave without pay (excluding leave without pay for military service or professional improvement leave) for a period exceeding ten (10) workdays. An employee who is given merit system status after the probationary period is extended, or who is granted an increment after a delay, must have, as a newly assigned increment date, that date on which merit system status is granted or on which the delayed increment becomes effective. This rule must apply to an employee on a military temporary appointment as applicable. Any increment date reassigned must be approved by the chief administrative officer or designee before it becomes effective.

2. The chief of police or designee may reassign an employee's increment date to prevent or resolve pay inequities and for disciplinary or other reasons. In such cases, the same type of procedures and appeal privileges contained in §D of this Article must apply. Increment dates may also be reassigned by the chief of police or designee for reasons deemed to be in the best interest of the County service, when the action would not adversely affect an employee. Any increment date reassigned must be approved by the chief administrative officer or designee before it becomes effective.

Section C. Notification of Service Increment Delay. Notwithstanding other provisions of this section, in all cases of service increment delay the affected employee must be notified in writing by the chief of police or designee of the reasons for the action prior to the effective date, and be informed of the right to file a grievance.

Section D. Effective Dates of Salary Changes. The effective date of a salary change must always be the beginning of a biweekly period.

Section E. Service Increment Dates. The increment date of each employee is the date of employment unless the originally assigned increment date has been reassigned under this Agreement. The effective date of any pay changes resulting from approved service increment awards is the first day of the pay period in which the employee becomes eligible for the awards.

Section F. Service Increment Delay Resulting from Work Absences. A service increment may be delayed by the chief of police or designee when an employee is absent from duty (other than annual, compensatory, political, military, parental or holiday leave) for fifty percent (50%) or more of the rating period. However, if the absence is due to a service connected injury or illness as determined by the Worker's Compensation laws of Maryland, the increment shall not be delayed if the employee received a satisfactory evaluation in the preceding rating period.

Section G. New Step. Effective July 1, 1992, a new step 14 was added at the beginning of year 14 (after 13 years of completed service) equal to a three and one-half percent increment above step 13 consistent with steps 1-13.

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 of completed service) equal to a 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. [2]

Effective July 3, 2022, a third longevity step will be added at the beginning of year 16 (after 15 years of completed service) equal to a three and one-half percent increase; the year seventeen longevity step will be moved to year eighteen and become the year eighteen longevity step on the pay plan and paid at the beginning of year 18 (after 17 years of completed service) and will be equal to three and one-half

2 FY 21 County Council did not fund any Salary, Increment or Longevity increases negotiated this term by vote on May 13, 2020.

percent increase. Each unit member who has completed at least 15 years of service prior to July 1, 2022 shall receive a three and one-half percent increase to their base pay effective the first full pay period on or after July 1, 2022.

Section I. *FY12 Increment and Longevity Step Increases*. For FY12 only, qualified unit members shall continue to defer one (1) 3.5% step. Qualified unit members shall receive one (1) 3.5% step on their service increment date. Increment and Longevity steps will not be paid if not funded by the County Council.

Section J. Employees whose longevity step was deferred during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Any employees who reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

Article 29 Physical Fitness and Awards

Section A. Program Established. A voluntary physical fitness testing process is hereby established. This test will be offered annually to all unit members. Best efforts shall be made to permit unit members up to three (3) hours to take this test while on duty. However, unit members whose work schedule requires that the test be taken while off duty will be granted hour-for-hour compensatory leave (up to three hours), during the administrative pay period in which the test occurs, for time spent participating in the test.

Section B. Test. The components of the fitness test will include body fat composition, aerobic endurance, muscular strength, and endurance and flexibility assessments. These components will be measured through the following means:

1. Push-ups
2. Sit-ups (modified)
3. 3 mile walk or 1.5 mile run
4. Abdominal Stretch
5. Body fat composition measurement. [Or, at officer discretion, pull-ups or flexed arm bar hang.]

Section C. Points. Point schedules for the tests will be developed, which will result in the establishment of three award categories as follows:

Outstanding:	90+
Excellent:	80-89
Good:	70-79

Section D. Awards. Unit members who qualify for an award based upon their test results will receive an annual grant of paid administrative leave in the following amounts, to be used within a year of the date of the test:

Outstanding	20 hours
Excellent	16 hours
Good	12 hours

Section E. Workout Time For SWAT. Unit members assigned to centralized SWAT shall be given on-duty time to engage in physical training to meet the requirements of their position.

Section F. Workout Time for Decentralized SWAT. Unit members assigned to Decentralized SWAT will be scheduled two hours per week by their supervisor, during the unit member's regular work week, to engage in physical fitness activities. The scheduled workout time may be cancelled by the Employer on a case-by-case basis based upon operational need. If workout time is cancelled, the Employer will make its best efforts to reschedule during the same work week. Unit members will not be compensated for engaging in physical fitness activities outside their work hours.

Section G. All bargaining unit employees will be granted access to and use of recreation center gym/weight rooms and aquatic centers free of charge. In order to receive such access the bargaining unit members shall follow the administrative process established by the parties.

Article 30 Uniforms and Equipment

Section A. Employees shall be issued the equipment identified in **Appendix I** of this Agreement. When the scheduled working hours of specific units increase or decrease significantly during the contract term, the parties agree to discuss reasonable changes to the quantities of uniforms and equipment needed by members of such units. [See Applicable Side Letters and MOA's]

Section B. 9mm Semi-Automatic Weapons.

1. The County will provide to all unit members a *9mm* semiautomatic handgun. The department issued handgun will be the primary on-duty handgun for all unit members. Weapons previously approved for purchase 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.

Section C. Wearing of the Uniform.

1. Wearing the uniform or any part thereof off-duty shall be limited to a reasonable time before and after the officer's work hours and attendance at governmental functions, parades, funeral and memorial services held within the State of Maryland or the Washington, D.C. metropolitan area. All officers are prohibited from wearing the uniform or any part thereof while engaging in or attending any political or partisan activity of any kind such as political rallies, employee demonstrations, caucuses, campaigns, fund raisers and political speeches unless they have been directed to do so by the employer. Officers may wear the uniform while voting at their assigned polling place.
2. Officers will be permitted to wear the uniform while going to and from the secondary employment site and while engaged in secondary employment.
3. All officers are prohibited from wearing the uniform or any part thereof while attending a civil or criminal proceeding or administrative hearing as a party, witness or advocate if the conduct or action giving rise to the officer's attendance at the hearing does not flow from the exercise of the officer's official duties. [See Side Letter: *February 18, 2004*]
4. At all times of the year, members will determine whether to wear either the long or short sleeve uniform shirt.
5. The wearing of a tie while in uniform will be optional except when the officer wears the formal (Class A) uniform.
6. All members are encouraged to wear soft body armor to enhance officer safety; however it is understood that wearing soft body armor remains voluntary according to Article 15, § S. Accordingly, the issued soft body armor may be worn as follows:
   a. concealed in the under carrier and worn under the uniform, or
   b. worn in the black vest carrier, either concealed under the uniform jacket or sweater, or as an outer garment, provided that:
      i. the black vest carrier displays the badge (embroidered or metal), and the officer's name (embroidered or metal), and

ii. a standard uniform shirt (long or short sleeve consistent with the language of this section) is worn underneath the carrier.

Section D. Investigator Badges. Unit members whose primary duties and responsibilities involve follow-up investigation, shall be issued investigative badges (including the Domestic Violence Unit).

Section E. Turtleneck Sweater. The County shall issue three turtleneck sweaters with gold embroidered "MCP" initials to officers which may be worn under the black sweater, lightweight black jacket, or 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.

Section F. Headwear.

1. The department shall issue to each unit member a black, baseball style, cap for wear at officer discretion and for traffic direction. Employees may purchase, at their own expense, black baseball style caps of the same color and similar design. Black baseball caps shall not be worn with the "class A" uniform.
2. Black knit watch-type headgear is authorized for wear at individual member discretion during the months of November through March.

Section G. Sweaters & Jackets.

1. The black sweater referred to in **Appendix I** may be worn by uniformed officers as an outer garment.
2. The lightweight black jacket referred to in **Appendix I** may be worn without a tie.

Section H. Shoe Repair For Non-Uniformed Officers. Non-uniformed officers shall be permitted to have one pair of shoes per year repaired.

Section I. Retention of Benefits. All bargaining unit members retain the following benefits and conditions previously in effect between the parties:

1. Laundry service as provided in DD 85-13, **Appendix J** of this Agreement;
2. Shoe Repair;
3. Uniform Alterations;
4. Business cards.

Section J. Rank Insignia. The parties may discuss and mutually agree upon the issuance of rank insignia for unit members. Rank insignia for PO III shall be a silver bar with three black squares. [WO 3 type.]

Section K. Expandable Baton. The County will provide to all unit members an expandable baton (also known as a tactical or collapsible baton) as a replacement for the PR24 baton. Initial issuance and training will occur for police officer candidates and Field Training Officers, followed by scheduled training for uniformed officers and investigators. Upon training and issue of the expandable baton, officers will turn in their PR24 baton and department issued blackjack.

Section L. Alternate Duty Status Uniform Option. Unit members assigned to units which wear the police uniform and are prohibited from wearing the uniform, may wear appropriate non-uniform clothing, or may wear a blue wash and wear utility uniform with or without the badge (depending upon status). Such uniforms will be issued by the department. If the officer wears non-uniform clothing, he/she may continue to use the department laundry service. Repairs to clothing damaged in the line of duty will be handled in accordance with existing practice.

Section M. Non Issued Uniforms and Equipment. Any equipment, uniform, or partial uniform not issued by the department or authorized to be worn by this agreement that is being used/tested by an officer or unit must be authorized by majority vote of the Safety Committee or Labor Management Relations Committee. [See MOA's: *October 26, 2005, June 20, 2008* and *August 11, 2008 Addendum*.]

Section N. Uniform Wear and Exceptions. The parties have bargained standards for uniforms and appearance. Those standards shall remain in effect for the duration of this agreement. However, personnel

assigned to investigative duties and other specialized enforcement activities which require an inconspicuous appearance may be exempted from those standards.

Section O. Cellular Phones. Subject to budget limitations, and in accordance with the conditions agreed upon for the issuance of Blackberry PDA and cell phone devices, Unit members will be issued cellular phones for business use. 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: Tentatively Agreed to on January 23, 2020, executed on January 21, 2021, and made effective by Council Resolution 19-759 on June 20, 2021.]

Section P. Traffic Officers and Organizational Emblems. Traffic officers shall be issued heated clothing and rainwear to be identified in **Appendix I**. Emblems identifying any other organization other than the FOP may not be worn on uniforms. Traffic officers shall be initially issued two pair of new motor boots. Traffic officers shall receive a new pair of motor boots every third year unless a pair becomes severely damaged and rendered unusable or are otherwise beyond repair.

Section Q. Vests. For all protective vests replaced after [August 7, 2000], if the integrity of the protective qualities of the vest have not been compromised as determined by the using officer, then the officer may retain the original vest for up to five years past the vest's expiration date. If the integrity of the protective qualities of the vest have been compromised as determined by the using officer, then it will not be reissued. These vests are to be primarily used for off duty activities. [MOA, August 7, 2000.]

Section R. Electronic Control Weapons (ECW). Subject to availability and in accordance with the agreed upon order of issuance process, the Department will issue ECWs to sworn officers whose assignments are considered to routinely involve public contact. All officers will be provided training prior to the initial issuance of a device and shall be required to re-certify as required by department policy. Officers required to carry an ECW shall do so whenever they are working in a uniformed capacity, including while engaged in secondary employment. [See ECW MOA Tentatively Agreed to on January 23, 2020, executed on January 21, 2021, and made effective by Council Resolution 19-759 on June 20, 2021.]

Section S. Issued Clothing and Equipment Reconcilliation. The parties shall meet, at least quarterly, to reconcile equipment issued under **Appendix I.**

Article 31 Reopener

Section A. Economic Provisions.

1. In the event any economic provision of this Agreement becomes inoperative for any reason (including, but not limited to action of the Montgomery County Council pursuant to Article V, Chapter 33 §33-80(g) of the Montgomery County Code) all economic provisions of the Agreement shall be reopened for negotiations.
2. If, after negotiations, the parties are unable to agree, the matter shall be referred to an Impasse Neutral for resolution as an impasse matter consistent with the time table set forth in section G. of this article.
3. If the new impasse is the result of action or inaction of the Montgomery County Council, the procedures provided for in §33-80(g), *supra*, shall be followed.

Section B. Non-Economic Provisions.

1. In the event any non-economic provision of this Agreement becomes inoperative, that provision shall be subject to renegotiation at the request of either party.
2. If no agreement is reached, the controversy shall be referred to impasse as provided in §A.2 of this Article.

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

1. In the event the Employer considers any exercise of a management right listed in Article 42 and the parties are unable to agree as to the effects on employees of the Employer exercise of such rights, all provisions of this agreement shall be reopened for negotiations at the request of either party on or after November 1, 2004.
2. If, after negotiations, the parties are unable to agree, impasse may be declared by either party. Within 10 days of impasse, the parties shall select an impasse neutral either by agreement or through the process of the American Arbitration Association. Within 60 days thereafter, the dispute shall be resolved pursuant to the impasse procedures (excluding dates) of Chapter 33, Section 33-81(b) of the Montgomery County Code. Within 10 days after submission of all evidence, the impasse neutral shall select, as a whole, the more reasonable, in the impasse neutral's judgment, of the final offers submitted by the parties. The impasse neutral may take into account only those factors listed in Chapter 33-81(b)(5) of the Montgomery County Code. (See Ground Rules, Addendum, 2004-2005, attached as **Appendix T**.)

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

1. The Parties have agreed on amendments to the Police Labor Relations Law as identified under Article 68 to be submitted to the County Council for the purpose of amending Chapter 33, Sections 33-81 and 33-82 of the Montgomery County Code.

2. If the parties agree that the substance of the agreed upon amendments have been enacted into law, Sections C, D, and E will be null and void upon the effective date of the enacted law.

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

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

Section F. Reopener Matters.

Second Year. In September 2012 there shall be a reopener for the second year (July 1, 2013 to June 30, 2014) limited to:

a. Cash Compensation
b. Reopener
c. Duration (Article 47) to permit a 3rd year
d. Health Care issues, including union administered health care.

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 Adjusmtent for FY21
c. Electronic Control Weapons (ECW), 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

Section G. Reopener Matters.

1. On or before September 1, of each year of this agreement, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be September 30.

2. On or before March 2, of each year of this agreement, there shall be a reopener for the purpose of bargaining over any issue(s) determined to be subject to bargaining by the Permanent Umpire pursuant to a filing of a charge of engaging in prohibited practices or a joint request or demand to bargain under Article 61. The deadline by which bargaining on any specific issue must be completed and after which the impasse procedure must be implemented shall be March 31.

   The parties will schedule arbitrators for all reopener sessions by no later than July 15, of the first year of this agreement. If no issues determined to be subject to bargaining are pending for a particular reopener session, the scheduled arbitrator will be cancelled by the arbitrator's cancellation date. Any issues subsequently determined to be subject to bargaining will be bargained and, if necessary, taken to arbitration, during the next reopener.

Article 32 Health and Safety

Section A. Generally.

1. The employer shall take all reasonable steps to preserve and maintain the health and safety of its employees. The parties recognize the importance of preserving and maintaining the safety of employees and to that end agree to establish a joint health and safety subcommittee per Article 33 to be composed of three (3) members appointed by the bargaining unit and three (3) members appointed by the County. In addition, each party may appoint one alternate member to the subcommittee. The subcommittee will meet at the request of any three (3) members upon notice. The chairman shall serve for six (6) months and shall be selected alternately from among the three (3) members selected by the County and three (3) members selected by the FOP. The subcommittee shall:

   a. Study, review, and evaluate any working conditions which affect the health and/or safety of employees;

   b. Study, review, and evaluate any equipment used or contemplated for use by the Department of Police;

   c. Study, review, and evaluate existing or anticipated procedures affecting the health and/or safety of employees.

2. Either party may refer any matter to the joint subcommittee through the LMRC or its LMRC designee for consideration and, after due consideration, the subcommittee or any three (3) members thereof shall make such recommendations as it or they deem appropriate to the chief of police and lodge president. The chief of police shall then consider the recommendation and respond within a reasonable time.

3. Any health and safety modifications entered into by the employer and the FOP may be incorporated into this agreement by the parties without further ratification.

4. Those employees attending subcommittee meetings while off-duty may be granted hour- for-hour compensatory time during the administrative pay period in which the meeting occurs, for time spent at the meeting.

Section B. Medical Tests For Communicable Diseases. Unit members shall receive medical testing for AIDS, tuberculosis, hepatitis and any other communicable diseases when an employee believes he/she has been exposed to such diseases on the job. The costs for such tests shall be payable by the County or otherwise compensable in accordance with existing workers' compensation benefits.

Section C. Coordination and Location of Testing. The Occupational Medical Section, Office of Human Resources, will be responsible for coordinating the testing which may occur at hospital emergency rooms, private physicians or occupational medical section facilities.

Section D. Flu and Hepatitis Shots. The Employer shall provide hepatitis and flu vaccinations to unit members desiring same. In the event an employee requests a flu shot and none is available, subject to receipt, the employer shall reimburse the employee's co-pay associated with such shot.

Section E. Bio-Packs. (*** Due to changes in Federal Law (FDA/CDC), this program is currently suspended. In the event that Federal law changes to allow the reinstitution of such a program the parties agree to reopen Article 32, Section E for further discussions.***)*

1. All bargaining unit employees will be given the opportunity to receive the Bio-Pack on a voluntary basis. Future, non-sworn, employees will receive this opportunity at the time of new employee orientation. Bio-packs will be initially distributed by the County's Department of Health and Human Services.
2. Bargaining unit members who are issued Bio-Packs will treat them as "issued equipment." In the event that the contents of a unit member's Bio-Pack needs to be partially or fully replaced as a result of loss or damage through negligence, the unit member will be responsible for paying up to $13.00 of the cost of replacing the medications. Negligent loss or damage of an alternative medication must be replaced by the employee at cost upon a prescription provided by the Employer and may be submitted through the Employee's health plan.
3. The Department of Health and Human Services, in its role as a public health agency, will be the repository of any written medical information received from bargaining unit employees at the time of orientation and distribution of the Bio-Pack. This information will be maintained consistent with the Department's existing protocol for medical record keeping.
4. The parties agree to participate jointly in announcing, educating and distributing written materials pertaining to use of the Bio-Pack.
5. In the event that a bargaining unit member is not able to receive the standard issuance of medicine contained within the Bio-Pack, the member will be directed by the Department of Health and Human Services to contact the Occupational Medical Section (OMS), Office of Human Resources, for consideration of an alternative medication. If the unit member chooses to use a private physician they may do so at their cost, both for the physician consultation and any issued alternative medication. Unit members will receive a letter of information from the Department of Health and Human Services to take to their private physician.
6. The Department of Health and Human Services will review the Health Screening/Consent Form and make modifications to the question about the use of certain contraceptives consistent with the parties' discussions.
7. Renewal of medications contained in the Bio-Pack will be done through OMS. In the alternative unit members may consult private physician services, at their own cost for the visit and issued medication.
8. Unit members receiving the Bio-Pack will be given a letter of information from the Department of Health and Human Services with application to family members, for any private physician consults. For purposes of this paragraph, "family" includes spouse, child,

foster child, domestic partner, dependents, and other persons who reside with the employee. [Agreed 01/24/03, Effective 01/24/03.]

Section F. LMRC Review. The LMRC will review the following recommendations of the safety committee for further consideration.

1. Push Bumpers on some cars.
2. Shotgun Racks. The County has received a $28,000 grant for the installation of shotgun racks. The parties agree to jointly develop and implement a plan for the use of this grant money to install shotgun racks in police vehicles.
3. Code 3 Light Bar Configuration [See MOA: *March 25, 2008 (Whelen Light Bars).]*
4. Front Corner Strobes
5. Cages in some cars

Section G. Officers Providing Personal Security. Except in the event of a specific threat or emergency situation, if the Employer determines that it intends to assign any unit member to provide personal security services to any elected or appointed official, the Employer shall give notice to the union and agrees to bargain the negotiable matters of such assignment. Impasse procedures (excluding dates) shall apply.

Section H. Timely Information Concerning Officer Safety.

1. When appropriate, the department shall ensure that unit members are given prompt notification of all vehicles, suspects, and conditions of which it becomes aware that may jeopardize officer safety.
2. Unless prohibited by law, the department shall ensure that unit members are given prompt notification of all vehicles, suspects, and conditions where it is reasonably likely that an officer, acting in his/her official capacity who comes into contact with such vehicle(s), suspect(s), or condition(s) would face greater than the normal threat of death, injury, personal danger, or the need to use deadly force.
3. Upon receipt of information of a credible threat against an employee police officer, or an employee police officer's family arising in connection with her/his office or relationship with the County, the employer will immediately notify and provide for, through all reasonable and necessary means, the safety and security of the affected officer and her/his family.

Section I. Procedures for Use of Respiratory Protection Equipment.

1. In order to receive a respirator mask fitting test ("fit test") and be able to use Police Department issued respiratory protection equipment, a bargaining unit employee must:
   a. complete the "Medical History Form for Assessing Readiness for Respirator Mask Fitting" issued by Occupational Medical Services (OMS), Office of Human Resources; and
   b. receive medical clearance from OMS.
2. The content of the medical history form prepared by OMS will comport with Occupational Safety and Health Administration (OSHA) requirements.
3. The bargaining unit employee will forward the completed medical history form to OMS in a sealed envelope marked confidential, as provided by the Department, and will include a self-addressed envelope for the use of OMS in returning the medical history form to the employee.
4. Following OMS's evaluation of the employee's medical history form, the form and the employee's copy of the Respiratory Health Certification Form will be returned to the employee, in the self-addressed envelope. The employee must insure that a copy of the medical history form is retained and available to the Employer upon proper notice.

5. If OMS medically certifies the employee's fitness for use of respiratory protection equipment, arrangements will be made by the Department to conduct a "fit test".
6. If OMS does not medically certify the bargaining unit employee, the employee must contact OMS to arrange for a medical evaluation by the Employee Medical Examiner (EME).
7. Following the medical examination, if the employee disputes the finding of the EME, the employee may seek a second evaluation from a private medical provider at the employee's expense. The employee's private provider must review the OMS medical history form and indicate the provider's determination on the Respiratory Health Certification Form, consistent with the requirements of that form.
8. In the event that the employee's private provider concludes that the employee is cleared for use of respiratory protection equipment, contrary to the EME's determination, the EME will arrange for an independent medical evaluation at the Employer's expense, to determine the employee's medical fitness to use respiratory protection equipment.
9. Bargaining unit employees who have not been medically cleared and therefore are unable to utilize Department issued respiratory protection equipment will be reasonably accommodated. Types of reasonable accommodation include providing the employee with an Escape Hood for use in emergency situations and possible reassignment where an employee is assigned to an Emergency Response Team. [See Side Letter: *February 18, 2004*.]

Section J. Employee Notification. When Occupational Medical Services (OMS) and the Department communicate orally about an employee's medical situation, or duty status or restrictions, OMS shall document the communication on a log maintained in the employee's medical file. Each entry to the log shall include the date, time, persons involved in the communication, and summary of the communication. Upon request, a copy of such log shall be provided to the subject employee. When OMS and the Department communicate in writing about and employee's medical situation, duty status, or restrictions, and the communication is not maintained in the employee's medical file pursuant to Article 51 section C.2, OMS shall provide the employee with a copy of the communication in a sealed envelope marked confidential**.**

Article 33 Labor - Management Relations Committee

Section A. Purpose. The purpose of the Labor-Management Relations Committee ["LMRC"] is to engage in good faith discussion to:

1. Resolve issues/problems between the parties;
2. Avoid conflicts;
3. Build trust between the parties;
4. Improve the relationship between the parties; and
5. Improve oversight and guidance of Health and Safety Subcommittee.

Section B. Committee Created. The parties agree to continue the LMRC which shall consist of five Lodge 35 representatives appointed by the president and five management representatives appointed by the employer. Upon mutual agreement of the parties, a party may bring additional representatives. The parties' representatives will have the authority to effect the purpose of the LMRC.

Section C. Subcommittee created.

1. The parties agree to incorporate the intent expressed in Article 32 into this article. The Health and Safety Committee will continue to operate, however, it will function as a subcommittee, under the direction and guidance of the LMRC. One LMRC representative designated by the president, and one representative designated by the employer will serve simultaneously as members of the Health and Safety sub-committee and will alternate responsibilities as Chair of the Health and Safety sub-committee in a manner that is consistent with past practice.

2. The parties agree to establish a joint technology subcommittee to be composed of three (3) members appointed by the FOP and three (3) members appointed by the County. In addition, each party may appoint one alternate member to the subcommittee. The subcommittee will meet at the request of any three (3) members upon notice. The chairperson shall serve for six (6) months and shall be selected alternately from among the three (3) members selected by the County and three (3) members selected by the FOP. One LMRC representative designated by the president, and one representative designated by the employer will serve simultaneously as members of the technology subcommittee. The technology subcommittee will function under the direction and guidance of the LMRC. The subcommittee shall study, review, and evaluate: electronic timesheets, electronic performance evaluations, technology to aid in court notification and callback, and other technology issues including but not limited to system capability and security. Any recommendations shall be forwarded to the LMRC. In the event the LMRC does not adopt recommendations, the process under Article 61 may be utilized. Nothing in this subsection shall be construed to impair any rights or obligations of either party enumerated in the PLRA.

Section D. Meetings. The parties agree to meet at least quarterly (additional meetings by mutual agreement) on the 3rd Wednesday in January, March, June and September, each year of this agreement (months occurring during term bargaining excepted) from 10:00 a.m. until noon. If a meeting is canceled, a make-up meeting shall take place within thirty (30) days of the canceled date. Meetings will take place at a mutually agreeable location. The parties agree to attend and to remain for the duration of the meeting (a designee with authority from each side at a minimum).

The parties agree to exchange agenda items in writing 13 days prior to the next scheduled LMRC meeting (by 5:00 pm on Thursday). Agenda items will be described with reasonable clarity so that the parties may prepare to discuss each issue. Joint minutes will be prepared by the parties and distributed to the LMRC members within thirteen (13) days after the meeting.

Section E. Scope of Committee. The committee may discuss matters of interest to either party and make recommendations to the union and the employer. However, the committee shall have no authority to alter a collective bargaining agreement, to engage in collective bargaining, or to adjust or resolve grievances.

Section F. Compensation. Employees attending LMRC meetings while off-duty will receive hour for hour compensatory leave during the administrative pay period in which the meeting occurs, for time spent at the meeting. Employees attending while on duty will be released from other duties in order that they may attend.

Article 34 Grievance Representation [Access to Police Facilities]

Section A. Representation Before Merit System Protection Board. The County recognizes the right of officers of the FOP to represent members of the bargaining unit before the Merit System Protection Board.

Section B. Access to Police Headquarters. Up to two (2) employees of Lodge 35 will be provided access to police facilities, headquarters, district stations, academy and other work sites of unit employees for the purposes of conducting labor management relations business, delivering and receiving mail, and conducting other official union business. Management will provide photograph identification cards to these two (2) employees.

Article 35 Vehicles

Section A. PPV/SOFV Program. The continuing intent of this Article is that vehicles assigned as PPVs will take precedence over vehicles assigned as SOFVs. The number of vehicles available to members of the bargaining unit will not be reduced during the term of this Agreement, except that during FY2013 and FY2014 only, the County will make its best efforts to maintain the number of vehicles available to unit members. The County will use its best efforts during the term of this Agreement to allocate cars among the

Districts so as to make it possible for the most senior officers to be assigned PPVs and to make vehicles available to eligible officers (subject to Council imposed budget limitations and service needs).[See Side Letter: June 20, 2001]

Section B. Restrictions.

1. Vehicles assigned to unit members whose domicile is in Montgomery County shall be defined as PPVs and be full-use vehicles. All benefits, rules and regulations which apply to PPVs shall apply to these vehicles within fifteen (15) miles of the County's borders. All benefits, rules, and regulations which apply to PPV's 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 borders 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.

   The parties agree, Article 35, Section B.1., shall be amended upon full implementation.[3]

2. Vehicles assigned to unit members who do not reside in Montgomery County may be used in the same manner as unit members who reside in Montgomery County, so long as such use (except as otherwise provided in this Agreement) is confined within the borders of Montgomery County. Vehicles assigned to unit members who do not reside in Montgomery County will be parked in Montgomery County at the location of the officer's duty assignment, a district station or 24-hour police facility, a 24-hour fire station (except Hyattstown), a secure federal facility if allowed by the facility, or other secure facility mutually agreed upon by the parties.

Section C. Training Academy. Officers assigned to the Training Academy shall be issued (in order of seniority) full-use unmarked vehicles. All benefits, rules, and regulations which apply to PPV's/SOFVs shall apply to these vehicles.

Section D. General. Eligible officers participating in the vehicle program will be issued a police vehicle for on-duty and off-duty use subject to the regulations in this Article. All take home vehicles assigned to officers will be defined as personal patrol vehicles (PPVs). This policy pertains to all officers assigned PPVs and to those temporarily assigned PPVs, where applicable. Failure to properly maintain the vehicle or to comply with the regulations and procedures contained within this Article may result in the officer's suspension from the PPV/SOFV program, or in cases of multiple offenses, termination of the officer's participation in the program. [See Side Letter: *March 15, 1996*.]

Section E. Program Objectives. The goal of the vehicle program is to provide the highest level of police service to the community by providing greater police presence on the streets and in the neighborhoods of Montgomery County and by enhancing the responsiveness of both on-duty and off-duty officers to calls for service.

Section F. Program Eligibility.

1. All officers, regardless of assignment, will be eligible for the vehicle program subject to the limitations set forth below.

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3 Not funded by County Council in FY21, nor implemented by County Executive.

2. With the following exceptions, an officer's domicile must be in Montgomery County to be eligible for the PPV program.
    a. Officers in the Centralized Tactical Section and Canine Section, who live within 15 miles of the County line, shall be assigned a vehicle for "to and from" use only.
    b. [Vacant]
3. Officers will become eligible for permanent vehicle assignment after satisfactorily completing 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.
    a. Investigative Services Bureau
    b. Management Services Bureau (except recruiters)
    c. Special Assignment Teams
    d. Tactical Section
    e. Internal Affairs Division
    f. Public Information Division
    g. District Court Liaison [See MOA: *March 26, 2008*.]
    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 (MSOT)
    l. Emergency Services Unit (ESU)
    m. Alcohol Initiatives Unit (AIU)
    n. Collison Reconstruction Unit (CRU)
5. Two lists of officers, arranged by seniority as defined in Article 12 *Seniority* of this Agreement, will be established and used to determine the order of eligibility for assigned vehicles. One list will be maintained for marked vehicles and a separate list will be maintained for unmarked vehicles. The lists will be updated as promotions and transfers take effect and will be provided to the FOP on a monthly basis. Officers with equal seniority will be assigned a vehicle pursuant to Article 12 Seniority.

Section G. Program Regulations. The following regulations apply to all participating officers as well as those officers using PPVs/SOFVs on a temporary basis:

1. Officers will not take the vehicle out of the County except on official business or with the authorization of their district commander. The chief of police or his/her designee may grant continuing authorization to officers attending undergraduate or graduate programs in the Metropolitan area; however, other types of authorization will be on a case-by-case basis at the discretion of the chief of police or his/her designee. Such authorization shall not be unreasonably withheld.
2. PPVs/SOFVs will not be operated within four (4) hours after the officer has ingested any amount of alcohol. PPVs/SOFVs will not be operated after the officer has ingested any drug that impairs his ability to operate the vehicle. No alcoholic beverages will be carried in the PPV/SOFV except when they are seized as evidence or contraband.

3. Officers will not use the PPV/SOFV as a part of secondary employment, except as provided in this Agreement.

4. a. Officers operating or riding in the PPV/SOFV off-duty will carry a department approved handgun on their person (unless light duty restrictions dictate otherwise for the passenger), will have at least one pair of metal or flex handcuffs in the vehicle, and will carry their credentials. Officers will display their credentials upon request. Non-uniform attire must be such that it projects a favorable image for the department, and does not create a safety hazard for the officer. Officers are prohibited from wearing open-toe sandals, shower shoes, or in the case of female officers, shoes with more than a 1" heel. The minimum acceptable attire for male officers is long pants or "Bermuda" shorts, a sleeved shirt and socks and shoes or sneakers. Minimum standards for female officers are long pants or "Bermuda" shorts, a skirt or dress, a sleeved shirt or blouse, socks or stockings, shoes or sneakers. In all cases, non-uniform attire will be clean and free of tears and holes.

   b. SID and SAT are excepted from the above clothing standards when the clothing is an officer's work attire and the officer is operating an unmarked vehicle. In such case, officers may wear their work attire to, from and during scheduled work.

5. Officers operating a PPV/SOFV in non-uniform clothes will make traffic stops only when inaction would reflect unfavorably upon the department.

6. Off-duty officers in non-uniform attire on the scene of an event may wear a baseball cap, with the front of the cap bearing either the department patch, badge, the word "police", or "Montgomery County Police" with the county logo. Baseball caps are not a recommended form of alternative identification. [See Side Letter: *March 15, 1996*.]

7. The PPV/SOFV will not be used to carry excessively large or heavy loads or objects which protrude from the trunk or windows, except when required in the performance of official duties.

8. The portable radio, mobile or cellular telephone, shotgun, long gun, and other weapons will be removed from the vehicle and stored at the officer's residence or station locker when the vehicle is unattended other than for a short period of time. Ballistic vests and all other uniform equipment will be removed from the passenger section of the vehicle and stored in the trunk of the PPV/SOFV or in the officer's residence or station locker when the vehicle is unattended other than for a short period of time. For example, they should be removed when the PPV is parked overnight at the officer's residence or SOFV is parked overnight at an approved facility. The participating officer will ensure that unauthorized persons do not handle department weapons or equipment.

9. Only department-issued shotguns and long guns (see Personal Purchase Rifle Program Memorandum of Agreement dated January 31, 2018 for exceptions) will be carried in PPVs and such weapons must be carried in the secure carrier where provided.

10. Unattended PPVs/SOFVs must be locked at all times.

11. The chief of police or his/her designee may temporarily assign PPVs/SOFVs according to the following priority: (1) officers normally participating but temporarily without a car; and (2) officers who have attained permanent status and meet all other eligibility requirements but have not been assigned a car. Assignments made under this provision shall be made pursuant to Article 12 *Seniority.*

12. Officers permanently transferred from an assignment requiring the use of a marked vehicle to an assignment requiring the use of an unmarked car, or vice-versa, or who otherwise become ineligible for the program, will turn the vehicle into the department's fleet

coordinator for reassignment. The chief of police or his/her designee shall reassign the vehicle using the appropriate eligibility list.[See Side Letter: March 15, 1996]

13. a. Officers assigned PPVs/SOFVs and who are on light duty (i.e., no longer able to perform fully in their present assignment), extended sick leave (more than one work week), disability leave, administrative leave (when an officer is responsible for the taking of a human life or the serious injury of a person or when an officer's police powers are suspended because he/she has been charged with a criminal offense or charged with operating a motor vehicle while under the influence of alcohol or drugs), or who are suspended from duty, will turn in the vehicle to the district/unit commander. The chief of police or his/her designee, will either temporarily reassign the vehicle within the district/unit or park/store the vehicle at the station. Officers temporarily reassigned (60 days or less) to another unit may retain the use of the PPV.

    b. Officers who participate in the program described in Section Q and who are on light duty (i.e., no longer able to perform fully in their present assignment); disability leave; extended sick leave (more than one work week); extended (more than two work weeks) periods of Family Medical Leave, annual, compensatory, or administrative leave, or leave without pay; administrative leave (when an officer is responsible for the taking of a human life or the serious injury of a person or when an officer's police powers are suspended because he/she has been charged with a criminal offense or charged with operating a motor vehicle while under the influence of alcohol or drugs), or who are suspended from duty, will turn in the vehicle to the district/unit commander. The chief of police or his/her designee, will either temporarily reassign the vehicle within the district/unit or park/store the vehicle at the station. Officers temporarily reassigned (60 days or less) to another unit may retain the use of the single officer fleet vehicle.

14. In instances of short duration (less than one week), PPV participants may permit the off-duty use of their PPVs/SOFVs by officers in their same unit or type of assignment, who are eligible for the program. In all such instances, as soon as practicable, the PPV participant will make appropriate notification to his/her unit/district commander.

15. During vacations or extended periods (one week or longer) when the participating officer is out of the county, the PPV/SOFV may be temporarily assigned by the chief of police or his/her designee, to another eligible officer in the same district.

16. Officers will not allow off-duty use of their PPV/SOFV by officers who are not eligible for the program.

17. No unauthorized personnel are permitted to operate the PPV/SOFV except in an emergency.

18. So as not to give the public the impression the department endorses or promotes a particular activity, political candidate, or cause, officers are prohibited from using the PPV/SOFV while engaged in political activities such as setting up signs, and attending rallies, caucuses, promotional events, or fund raisers, etc. Bumper stickers, decals, insignia, banners or placards provided by the department and related to the interest, purpose or mission of the department/county, may be attached to the PPV/SOFV. FOP organizational emblems may be attached to the PPV/SOFV. Unauthorized or nonconforming items will be removed from the vehicle.

Section H. PPV/SOFV Operating Procedures.

1. While using the vehicle off-duty, officers will monitor the police radio on the frequency for the district in which the vehicle is being operated. Officers need not advise the dispatcher when going in or out of service; however, the officer will advise the dispatcher when responding to a call.

2. Off-duty officers will use their identification number preceded by the letters "OD" when transmitting radio messages.
3. Off-duty officers, while operating PPVs or SOFVs, are required to respond to incidents or calls for service which come to their attention through any of the following means: (1) on view; (2) citizens; (3) radio monitored activity of a serious nature occurring within reasonable proximity to their location.
4. The operating officer is responsible for the safety of all vehicle passengers.
5. All officers will use seat belts when operating or riding in County motor vehicles, except when an officer's duties necessitate frequent exiting from the vehicle (i.e., checking stores within the same shopping complex). Officers will ensure that all passengers in the cruiser have buckled their seat belts prior to the vehicle being moved and continue to use the seat belt at all times while they are passengers in the moving vehicle. Only those safety seats approved by the Department of Transportation will be used to restrain infants and toddlers. Safety seats will be used consistent with State law and will be removed from the passenger from the passenger compartment when not in use.
6. Minor incidents, to include disabled vehicles, stranded motorists, and citizens in need of assistance, encountered while operating a PPV/SOFV off-duty, will be handled and cleared by the off-duty officer. In situations which dictate the writing of a report by the off-duty officer, the report will be completed as soon as possible. Completed off-duty initiated reports may be placed in any district station report tray which is convenient to the officer. All off-duty reports will bear the initials "OD" in front of the officer's ID number in the appropriate space.
7. Animals will not be transported in the PPV/SOFV except in unusual circumstances.
8. Traffic collisions encountered by officers off-duty in a PPV/SOFV will be handled in accordance with departmental policy, except for the following types of collisions: fatal accidents, serious personal injury collisions when the victim is transported; hit and run collisions when evidence or witnesses exist; and collisions involving government-owned vehicles. These collisions will be handled by on-duty units. The procedure for submitting the collision report is the same as that for the event in § H.6. Additionally, the officer generating the report will be responsible for completing the log-mile references.
9. Officers using a citizen's band radio while on-duty or while acting in an official capacity will use the department's FCC call sign - KBTW 9046 - identifying themselves as the Montgomery County Police and including their off-duty ID number (e.g., KBTW 9046, Montgomery County Police Unit, O.D.302). Officers will monitor Channel 9 and respond to emergency calls for assistance occurring in their assigned patrol area. Channel 9 will be used solely for emergency communications or for communications necessary to render assistance to a motorist. All radio transmissions will be made in a professional manner and in accordance with Section 95 of the FCC rules and regulations. The officer's primary responsibility is to the police communications system and attention to or operation of CB equipment or mobile telephones must not interfere with this primary responsibility.

Section I. Overtime Compensation.

1. Consistent with Article 15 *Hours and Working Conditions* §A.1.a, overtime compensation will be granted (within budget limitations) for that period of time in excess of two (2) hours to participating officers who must work on an incident while in their off-duty PPV/SOFV status. Response to an incident while in an off-duty PPV/SOFV status does not constitute an official call- back as defined in this Agreement.
2. When responding to calls off-duty involving a felony or serious misdemeanor, it may be necessary for the officer to handle the call in order to best preserve and maintain the chain of

custody of evidence. Authorization for an off-duty officer to remain on the scene and/or handle the call will be granted by the on-duty shift supervisor.

3. When submitting an overtime request, the officer will insert the name of the supervisor who authorized the overtime. The words "off-duty PPV response" will be noted on the request.

Section J. Maintenance Procedures.

1. Officers assigned PPVs/SOFVs are responsible for the maintenance and care of the vehicle and are not relieved of that responsibility when permitting another officer to operate the vehicle.
2. The Employer will provide notification of PM dates to PPV/SOFV participants. Any officer who is unable to meet his/her scheduled preventive maintenance date, should notify the Division of Fleet Management, DFMS, no later than 24 hours (or as soon as practicable) before the scheduled date.
   a. The officer is responsible for obtaining a new preventive maintenance date.
   b. The rescheduled date should be no more than two weeks after the originally scheduled date.
3. Weapons, cellular telephones, pagers and portable radios will not be left in a vehicle interior or trunk while being serviced. Officers will remove all other issued material and equipment such as helmets, nightsticks, etc., from the vehicle interior while it is left for service and secure the items in the vehicle trunk. The officer shall check the condition of the equipment prior to and immediately following any service. Any missing or damaged items will be reported to the Department's Fleet Manager by phone or email and the officer will initiate the appropriate event report regarding the lost item(s).
4. Officers are responsible for the cleanliness of the vehicle and for maintaining the vehicle and equipment in working order. Vehicles must be free of litter and personal items when returned to the Department's Fleet Manager for vehicle reassignment, maintenance, etc.
5. Vehicles that have been damaged due to a collision or vandalism shall be brought to the Division of Fleet Management, DFMS, within 48 hours of the occurrence. If in the judgment of the vehicle operator, the damage to a vehicle renders the vehicle unsafe to drive, the officer will have the vehicle towed, or bring the vehicle to the Division of Fleet Management, DFMS, immediately.
6. If an officer determines that a repair has not been made or that the vehicle is unsafe, the officer shall not take the vehicle from the Division of Fleet Management, DFMS.
7. If the Division of Fleet Management, DFMS, determines that a vehicle does not meet minimum safety standards, the vehicle shall not be driven until it is repaired.

Section K. Equipment Modifications/Additions.

1. The below are modifications or additions that can be requested for vehicles. Approved modifications/additions installed prior to July 1, 2012 may be maintained in the vehicle as is. Changes made after July 1, 2012 must comply with this section:
   a. Citizen band radios provided they do not interfere with vehicle or radio functions.
   b. Mud flaps-subject to the following restrictions: white in color for marked cars and color coordinated for unmarked cars; vinyl only; cannot be more than 1" wider that the tire; and must be purchased at the officer's expense
   c. VHF scanners/monitors provided they do not interfere with vehicle or radio functions.
   d. Satellite radios
   e. GPS devices

f. The above equipment may not be installed in a police vehicle unless the inclusion of such equipment will not impede the proper operation of the vehicle and/or County installed equipment and manufacturer or county installed safety equipment based upon manufacturer's recommendations, as determined by the Division of Fleet Management, DFMS, or other appropriate designee determined by the Employer. Such determination shall not be arbitrary or inequitable. "Inequitable" means that comparable vehicles that are similarly equipped are not treated similarly.

g. Additional emergency lighting or equipment cannot be installed by any employee on any county owned vehicle.

2. *Privately-Owned Electronics Installation Restrictions.*

a. Only personally owned electronic equipment specified in Section K,1 may be installed and only if it is solely powered by plugging the device into the existing county owned power points (i.e. "cigarette lighter plugs") in the vehicle. No personally owned electronic equipment will be attached to or interconnected with county-owned electronics or mounting hardware, nor shall private electrical connections be bridged or connected on county-owned electronic equipment and associated terminals.

b. No county-owned electronics will be moved, disconnected, rewired or disturbed in any way, nor shall privately-owned equipment be mounted so as to require its removal during the performance of repair or installation of county-owned electronic equipment.

c. The county/department will have no responsibility for the servicing or repair of any privately owned electronics equipment. All privately-owned electronics equipment will be installed at the participating officer's expense and must be installed by the Division of Fleet Management, DFMS.

d. All privately owned electronics and associated hardware (brackets, antennas, etc.) will be removed by the Division of Fleet Management, DFMS at the participating officer's expense upon notification of trade-in or transfer of the vehicle. Any cover plate (including radio antenna hole cover plate) that had to be removed to permit installation of electronics must be reinstalled prior to turning in the vehicle.

3. *Approved Electronic Installation Points.*

a. An officer must obtain approval, via memorandum, from the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DFMS for the installation of private electronic equipment. The officer will forward the original of the approval memorandum to a department designee and will retain the copy.

4. *Prohibited Modifications.* No modification/additions (including the alteration/substitution of equipment) to the PPV/SOFV may be made without the written approval of the chief of police or his/her designee, with the concurrence of the Division of Fleet Management, DFMS, or other appropriate designee as determined by the Employer.

Section L. Required Issued Equipment. The following equipment must be carried in the PPV/SOFV at all times and maintained in proper working condition, however the unit commander in SID may exempt certain of its personnel from the requirements of this section:

1. Fire extinguisher and bracket (Equipment Division Supplied)
2. Flares
3. Equipment carrying bag
4. Gas mask
5. ASP (if qualified)
6. Tactical duty helmet
7. Traffic vest
8. Traffic gloves

9. First aid kit (MCP 1)
10. Latent print kit (MCP 10, if issued)
11. Issued County Map
12. Weapons of Mass Destruction (WMD) equipment

Section M. Officers Living Outside the County. Officers living outside the county who are authorized "to and from" use of the vehicles will be governed by this Article to the extent applicable. Officers who move out of the County and have a PPV shall turn their PPV into the Department's Fleet Manager on or before the date that the employee moves.

Section N. Use of Vehicles for Business. Subject to the availability of fleet vehicles, officers not assigned a PPV may use a fleet vehicle from their assigned district station/unit, to travel to/from their district station/unit to/from court, hearings, or other duty-related business which they are required to attend while off-duty. If an officer not participating in the PPV/SOFV program or an officer who is a PPV/SOFV program participant, but is temporarily without the use of the PPV/SOFV, uses his/her private vehicle for such travel, the officer shall be reimbursed and insured for such travel at the rate specified in Article 23 § A.6 "Local Travel" of this Agreement.

Section O. Replacement of Vehicles.

1. Except as provided in paragraph 2 of this section, when an officer becomes eligible for the PPV/SOFV program, the officer's initially issued PPV/SOFV may be a used vehicle. There is no requirement that an initial issue PPV/SOFV be a new vehicle. However, the more senior officer (Article 12) has choice of available vehicles. [Previous side letter dated March 15, 1996 merged into agreement]

2. When an officer who has a PPV/SOFV is assigned to one of the below listed units, the officer will turn in his/her PPV/SOFV to the Department's Fleet Manager and use one of the assigned unit vehicles as their PPV/SOFV.

   a. SID
   b. SWAT
   c. SAT
   d. Forensic Services
   e. School Safety
   f. Personnel-Recruiters
   g. Canine
   h. PCAT unmarked vehicles
   i. Other units where the car is uniquely equipped for use in that assignment

   Vehicles assigned to officers transferred to the unit with similar vehicles will be retained by the officers. Except for SID, if a unit vehicle is not available, the officer will retain his/her PPV/SOFV until a unit fleet vehicle is available. When the officer leaves a unit that has unit assigned vehicles, s/he will turn the vehicle in to the Unit Commander and shall be placed on the eligible list for the type of vehicle that is required for the new assignment.

3. Except for units that have unit assigned vehicles, when an officer is transferred from an unmarked to a marked assignment (or vice versa), and there is not a vehicle available, the officer will retain his/her existing PPV/SOFV until the proper type of PPV/SOFV becomes available. When an officer is transferred from an unmarked PPV/SOFV assignment to a marked PPV/SOFV assignment (or vice versa) or moves into the County thereby making him/her eligible for the PPV program, he/she will receive whatever unmarked/marked vehicle is available at the time the officer is issued a PPV. However, the senior officer (Article 12) has choice of available vehicles. There is no requirement that the issued PPV be a new vehicle**.**

4. All deadlined or replacement vehicles will be turned into the Department's Fleet Manager.

When PPV/SOFV's are deadlined/replaced, the replacement vehicle shall be a new vehicle. Exceptions to this may occur only if the PPV/SOFV operator has been involved in two or more qualifying at-fault accidents within the twenty-four month period immediately preceding deadlining, or the PPV/SOFV operator's abuse/negligence in maintaining the PPV/SOFV caused the vehicle having to be replaced. In either of these two instances, the replacement PPV/SOFV may be a used vehicle. This used PPV/SOFV will not be eligible for the trade-in list as defined in #5 below until the officer has retained that vehicle for at least one (1) year.

a. To be considered qualifying, the collision must:

   i. Be the fault of the employee; and

   ii. Be deemed preventable on the part of the employee; and

   iii. Result in an insurance claim equal to or greater than $1,750 worth of damage to the vehicle for each occurrence.

b. Review of qualification will be made by the Collision Review Committee. If the committee is unable to reach a consensus, the majority vote will rule.

5. When a used vehicle that had been assigned to a bargaining unit employee is going to be placed in the fleet, bargaining unit members within the affected unit will be asked in order of seniority, as defined in Article 12, to volunteer their PPV to be moved into the fleet. The officer volunteering a vehicle for fleet operations will receive a new vehicle as a replacement at the time their assigned vehicle is moved to fleet operations.

Section P. Training.

1. Within 7 calendar days of the receipt of a different vehicle officers must schedule driver training with the Training Division.

2. If the training is not successfully completed, within 90 days of issuance, the officer will return the vehicle to the Department's Fleet Manager until the training is completed.

Section Q. Single Officer Fleet Vehicle Program. [See Side Letter: *July 1, 2004.*]

1. Prior to July 1, 2009, the County will make single officer fleet vehicles available to all officers who are not eligible for the PPV program because they do not reside within Montgomery County. Such vehicles must be appropriate (marked or unmarked) for the officer's duty assignment. This section is subject to the language for FY2013 and FY 2014 as enumerated in Section A of this article.

2. The County will use its best efforts prior to full implementation of the single office fleet vehicle program, to allocate cars among the districts so as to make it possible for the most senior officers to be assigned single officer fleet vehicles and to make vehicles available to eligible officers (subject to Council imposed budget limitations and service needs). If any officers within the same unit are required to share a vehicle, they shall be selected pursuant to the seniority provisions of the agreement, in inverse order. The sharing of vehicles may be on account of any bona fide reason (including insufficient unassigned vehicles in the Department's fleet to provide a PPV to all eligible officers). [The Department desires to be able to make assignments based upon operational necessity. Example-if the junior-most officers work the same shift, then the sharing of vehicles is not a viable option. Therefore, a junior officer other than the second most junior officer would need to be designated as having to share a vehicle with the most junior officer.]

3. An officer not eligible for the PPV program assigned a single officer fleet vehicle may use the vehicle in the same manner as a PPV may be used, so long as such use (except as otherwise provided in this Agreement), is confined within the borders of Montgomery County. Single officer fleet vehicles will be parked in Montgomery County at the location

of the officer's duty assignment, a district station or 24-hour police facility, a 24-hour fire station (except Hyattstown), a secure federal facility if allowed by the facility, or other secure facility mutually agreed upon by the parties.

4. Certain unit members are currently assigned fleet vehicles for single officer use in connection with specific duty assignments. The Department will continue to assign fleet vehicles for single officer use regarding these specific duty assignments in accordance with that pre-existing practice.

Section R. EZ Pass Transponders. [See MOA: November 29, 2010]

1. Attachment of EZ Pass transponders.

   a. The Employer will permanently affix transponders to all vehicles except designated covert vehicles. Transponders will not be removed, tampered with or altered unless reasonably necessary to secure the device or authorized by the employers designee.

   b. Transponders will be assigned to each covert vehicle and are to be stored in the glove compartment, console or other secure place within the assigned vehicle when not in use.

   c. Designated covert vehicles will be considered those unmarked vehicles assigned to the following units: Special Investigations Division, all Special Assignment Teams, Centralized Auto Theft, Firearms Unit, and the Fugitive Section. This list may be changed upon the mutual agreement of the employer and the union.

2. *Use of EZ Pass transponders*.

   County owned transponders are intended for use on or off duty when in a County owned vehicle within Montgomery County while traveling the ICC and adjacent entrances and exits and outside of Montgomery County only while on official County business and with prior authorization by the employers designee.

3. Employees will not be responsible for cost of work related usage of an EZ Pass transponder. Employees may be billed for actual costs incurred by the employer for use of the transponder 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 an instance or personal use that incurred a cost to the employer and shall specify the amount, the location, the date(s) and time(s). The employer shall provide copies of all documents used to demonstrate any financial loss.

   This section of the agreement *(Section R)* may be reopened by the parties within 30 days of any determination or information that some or all of the provisions provided to Montgomery County by the Maryland Transportation Authority changes and affects the use or billing for use of the ICC toll road.

Article 36 Wages

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

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

such benefits will be calculated as if the postponed wage increase had been received as scheduled. [4]
[**Appendix T**]

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

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

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

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

Effective the first full pay period following July 1, 2016, each unit member shall receive a wage increase of one half of a percent (0.5%). Effective the first full pay period following January 1, 2017, each unit member shall receive a wage increase of one half of a percent (0.5%). Each unit member whose service increment was deferred during FY2012 and/or FY2013, and who is otherwise eligible, shall receive a salary adjustment of 3.5% effective the first full pay period following June 25, 2017.[5]

Effective the first full pay period after July 1, 2017 each unit member shall receive a wage increase of two percent (2.0%).

Effective the first full pay period after July 1, 2018, each unit member shall receive a wage increase of two percent (2.0%).

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 $1,000 lump sum payment. Unit members who are at the maximum salary of their grade as of June 30, 2018, shall not receive the 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, 2018. Eligible employees who are on unpaid leave and return to work during FY2019 and had a service increment deferred during FY2012 and/or FY 2013, and are otherwise eligible, 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. These payments are not considered "regular earnings" for retirement/life insurance purposes and employees will not receive any retirement/life insurance benefits based on these payments. Employees will not be required to contribute toward their retirement for this payment. This shall not replace the FY2012 and FY2013 service increment.

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4 Not funded by the County Council, FY 2011.

5 As a result of County Council not funding the wage agreement reached on March 29, 2016, this section was renegotiated and agreed upon on May 9, 2016. (See MOA dated May 9, 2016)

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.

Effective the pay period beginning on April 11, 2021, each unit member shall be eligible to receive service increments and longevity in accordance with Article 28 of this agreement. Service increments and longevity earned but not approved during Fiscal Year 2021 shall be issue effective April 11, 2021; shall not include any retroactive compensation; and shall not alter the date upon which future service increments shall be given.

Effective the pay period beginning on June 20, 2021, each unit member shall receive a general wage adjustment of one-and-one-half percent (1.5%).

Effective the first full pay period following January 1, 2022, each unit member shall receive a general wage adjustment of two-and-one-half percent (2.5%).

Effective the first full pay period beginning July 3, 2022, 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 base. Increments and longevity shall continue to be calculated as required by Article 28. The percentage increase upon promotion shall continue (up to the maximum for each rank) to be: 5% between PO I and PO II; 5% between PO II and PO III; 5% between PO III and Master Police Officer; 10% between Master Police Officer and Sergeant; and subject to Section D, infra, 5% between POC and PO I. Step 14, Year 15 shall be removed from the salary schedule.

The salary schedule adjustment of 3.5%, effective the first full pay period beginning July 3, 2022, shall resolve deferred service increment for each unit member whose service increment was deferred during FY 2013.

Effective the pay period beginning July 3, 2022, each unit member shall receive a general wage adjustment of three and one-half percent (3.5%). Effective the pay period beginning January 1, 2023, each unit member shall receive a general wage adjustment of three percent (3.0%).

Section B. Uniform Salary Schedule

1. Effective January 9, 2005, bargaining unit employees with 20 or more years of completed service as of December 31, 2004, will receive the longevity step on the Uniform Salary Schedule included in **Appendix T**. All other bargaining unit employees will be placed on the Uniform Salary Schedule included in **Appendix T** effective January 8, 2006.
2. Placement on the pay plan will be based on completed years of service as of December 31, 2005. Employees whose salary as of December 31, 2005 exceeds that based on completed years of service will be placed in the next higher step on the Uniform Salary Schedule.

Section C. Reserved.

Section D. Salary of Police Officer Candidates. Effective the first full pay period following July 1, 2001, the pay rate of POC will be 5% less than that of POI. However, at its discretion, management may increase POC pay to the PO I level.

Section E. Pay Check Distribution. During the term of this agreement the Employer may, by mutual agreement, initiate a system of mailing of all payroll checks or advices to the employee's home address. [FOP 35 Comment: This section has been implemented.]

Section F. Lateral Entry.

1. *Eligibility.* There is created a lateral entry program that authorizes a within grade appointment salary incentive for those Police Officer Candidate applicants who have eligible prior police/law enforcement experience provided the applicant meets the below listed program criteria. This agreement ensures that all current bargaining unit members who would have qualified for this program will be compensated accordingly.

   To be considered for eligibility, existing bargaining unit members must have been employed by the Montgomery County Department of Police no earlier than April 11, 1994, and must have been a salaried employee, within one (1) or more of the following listed categories of public safety/police/law enforcement agencies, excluding Special Police Officers (SPOs), with powers of arrest and the lawful authority to carry a firearm during the course of his/her official duties and employment:

   a. A Federal police/law enforcement agency
   b. A State/U.S. Territory police/law enforcement agency
   c. A County police/law enforcement agency
   d. A City police/law enforcement agency
   e. A University/college police/law enforcement agency
   f. A Military police unit/detachment
   g. A State or County Sheriff's Department [Does not include those employed exclusively within the arena of corrections or detention]

2. *Compensation for Current Bargaining Unit Members.* The formula for providing the special within-grade advancement for eligible bargaining unit members will be based on one additional 3.5 percent step for each year of qualifying experience, up to a maximum of 5 years of qualifying experience (5 steps).

   The calculation for the special within grade salary advancement for a current eligible bargaining unit member will be based on the employee's length of eligible prior police/law enforcement experience, his/her actual employment date with the Montgomery County Department of Police, and the effective date of this agreement.

   Computations for the special salary adjustment for current bargaining unit employees will include the period of April 11, 1994 through April 11, 1999, with April 11, 1999 being the designated effective date of this agreement.

   Increment steps to recognize prior qualifying experience will only be awarded in 3.5 percent increments. Partial years of qualifying service will be rounded up or down for purposes of compensation (service) credit.

   The number of annual increment step adjustments received since April 11, 1994 by an eligible bargaining unit employee, will be deducted from the total number of special step adjustments the employee would have received had this program been in effect at the time of his/her appointment.

   All salary adjustments are effective April 11, 1999. There will be no retroactive pay or benefit for any period of time or experience prior to the designated program effective date.

This program does not provide for the lateral transfer of rank, rights, or seniority.

3. *Responsibility for program administration***.** The Police Personnel Division will be responsible for the administration of the lateral entry program.

   The Police Personnel Division will identify all current bargaining unit members that have been employed since April 11, 1994, in order to determine eligibility for a special salary adjustment based on qualifying prior police/law enforcement experience.

   The Police Personnel Division will be responsible for computing and submitting all required documentation for the initiation of the special salary adjustment for all eligible bargaining unit members.

   The Police Personnel Division will provide the FOP and all current eligible bargaining unit members with a copy of the compensation tracking form (Form 85A- See Attached) utilized for the compensation calculation.

4. *Effective Date.* Notwithstanding the provisions of Section F, for employees hired during Fiscal Year 2011, the County at its option may suspend in Fiscal Year 2011 only, the requirement that within-grade advancement will be based on one additional 3.5 percent step for each year of qualifying experience.

Section G. Overpayments.

1. When the employer alleges that an employee has been overpaid and seeks reimbursement, it shall give the employee and FOP 35 written notice of the overpayment. The notice shall specify the amount and dates of each alleged overpayment, the reasons for the overpayment, and the provisions of this section. The parties will jointly develop a notification form.
2. If the employee fails to respond to the notification within thirty (30) days of receipt, the employer may seek repayment pursuant to paragraph 4 of this section
3. If the employee agrees that s/he was overpaid and with the amount and dates alleged by the employer, the parties will discuss the overpayment and attempt to agree on a repayment plan. If they fail to agree on a repayment plan within thirty (30) days after the start of the resolution discussions, the employer may refer the dispute to a neutral for resolution pursuant to paragraph 5 of this section.
4. If the employee or FOP 35 responds to a notice of overpayment and disagrees with the employer's allegations regarding the overpayment, the parties shall attempt to resolve the dispute. If the dispute is not resolved within thirty (30) days after the start of the resolution discussions, the employer may refer the dispute to a neutral for resolution pursuant to paragraph 5 of this section.
5. On a semi-annual basis, the parties will mutually agree upon a neutral party to resolve overpayment disputes. The employer shall have the burden of establishing that there was an overpayment, the dates and amount of overpayment, and the amount to be repaid. The cost of the neutral shall be borne equally by the parties. The neutral will have no authority to amend, add to, or subtract from the provisions of this Agreement. The neutral shall decide the dispute as he or she shall determine is proper under this Agreement.
6. The repayments shall be adjusted to restore the employee to a condition commensurate to where they would have been save for the overpayment. Unless the employee agrees, no repayment in any pay period shall exceed the lesser of (a) 10% of the employee's net base pay in that pay period, or (b) the total amount to be repaid divided by the number of pay periods in which the overpayment occurred. The employee will not pay the employer interest on any overpayment.
7. The employer cannot recover any overpayment that occurred 2 or more years prior to the employee receiving notice to paragraph 1 of this section.

8. This section does not apply to any overpayments made before July 1st, 2007.

Section H. If the County government or MCPS negotiates higher compensation improvements for any of its employee organizations during FY-2010 and employees receive such higher compensation in FY-2010, those higher increases will be matched for bargaining unit employees. Any contract provisions negotiated with the IAFF that achieve a cost saving equivalent to the postponement of a 4% general wage adjustment during FY-2010 will not directly trigger an increase for bargaining unit members.

Article 37 Special Medical Examinations

Section A. Unit members who are scheduled for special medical/psychological examinations will be advised in writing of the reasons for the examination and the use that will be made of the results. [See Side Letter: *July 1, 2001*]

Section B. It is expressly understood that a unit member scheduled for a special medical/psychological/ psychiatric or substance abuse examination will not be requested or required to sign or provide any waiver of any right or privilege or denied access to the complete medical files produced by any physician, psychologist or health professional as a result of the special medical, psychological/ psychiatric or substance abuse exam except as required by law or this article. No psychological, psychiatric, or substance abuse information will be provided under section C1 of this article.

Section C. Medical Exams.

1. Subject to Section C.2 of this article, an employee who is subject to a Special Medical Examination to determine fitness for duty will, upon request of Occupational Medical Services or a health care provider conducting the exam, authorize the disclosure of medical information specifically and directly related to the current medical diagnosis, prognosis and any duty restrictions related to the diagnosis. Such disclosure will be made solely to Occupational Medical Services or to a health care provider conducting a special medical examination.

2. An employee may decline to authorize the disclosure of medical information specified in section C.1. when the employee reasonably believes that the special medical exam may lead to disclosure of information about psychological/psychiatric issues or substance abuse. In such case, the employee must request directly from OMS, an examination by a panel member in accordance with Section D. The employee must provide the medical information specified in section C.1. to the panel member. If, as a result of the examination, the panel member determines that *a special medical examination may be conducted without disclosure* of psychological/psychiatric or substance abuse information, the employee must authorize the disclosure of medical information specified in Section C.1. to OMS or to the health care provider conducting a special medial examination.

Section D. Psychological/Psychiatric & Substance Abuse Exams.

1. The parties will mutually agree upon a panel of mental health care providers to perform psychological/psychiatric examinations and a separate panel to perform substance abuse examinations. All psychological/psychiatric & substance abuse exams will be conducted solely by panel members.

2. If the employer requires an employee to undergo a psychological/psychiatric or substance abuse examination, the employee may select which panel member will conduct the exam. The employee will notify the Employer of his or her selection within ten (10) working days after receiving a written list of panel members from the Employer.

3. Prior to the psychological/psychiatric or substance abuse exam, the Employer will provide the panel member conducting the exam with:

(a) a copy of the notification given to the employee pursuant to section A of this Article, and

(b) a copy of the provisions of paragraphs 4, 5, 6, 7and 8 of this section.

4. If the Employer requires an employee to undergo a psychological/psychiatric or substance abuse examination, the employee may be required to provide the panel member conducting the exam with psychological/psychiatric or substance abuse records limited to the matter specified in section A of this article.

5. The panel member conducting the examination and the employee will have the same relationship as if the employee sought health care services directly from the panel member (e.g. psychologist-patient relationship).

6. The panel member conducting the examination will be bound by privilege.

7. All records relating to the examination are the employee's personal medical, psychological, psychiatric or substance abuse records. The panel member conducting the examination will maintain the employee's records in accordance with federal and state law governing these records and in accordance with this Agreement.

8. Following an examination, the panel member will forward a report, simultaneously, to the Employer and the employee or employee's representative, which will be limited to the employee's duty restrictions, if any, and their anticipated duration.

Article 38 Severability

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute, or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

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* and See Side Letter : *June 2, 2010*] Restating that JITAP 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 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 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. In the event that either party disputes any non-accredited course or institution for qualification, the parties agree that such 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 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.[6]

Section B. Amount and Qualification. The level of tuition assistance for bargaining unit employees will be as follows: $1,530 effective July 1, 2007, $1,630 effective July 1, 2008, and $1,730 effective July 1, 2009.

Section C. The employee must remain employed for at least two years after the completion of any course(s) funded in whole or in part by the county, or pay back to the county a pro-rated portion of the funds received.

Article 40 Dependent Care

Employees in the bargaining unit shall be eligible to participate in a salary reduction dependent care assistance plan as provided for in §33-19, *Day Care As an Alternative Fringe Benefit*, of the Montgomery County Code, 1984, as amended.

Article 41 Shift Differential

Section A. Amount. Effective the first full pay period following July 1, 2013, officers shall receive one dollar and forty-two cents ($1.42) for each hour worked on a work shift that begins on or after 12:00 noon and prior to 7:59 p.m., and one dollar and eighty-seven cents ($1.87) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m..

Article 42 Management and Employee Rights

Section A. Management Rights. This Agreement shall not impair the right and responsibility of the employer:

1. To determine the overall budget and mission of the employer and any agency of the County government;
2. To maintain and improve the efficiency and effectiveness of operations;
3. To determine the services to be rendered and the operations to be performed;
4. To determine the overall organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;
5. To direct or supervise employees;

6 Not funded by the County Council (FY 2011 only).

6. To hire, select and establish the standards governing promotion of employees and to classify positions;
7. To relieve employees from duties because of lack of work or funds, or under conditions when the employer determines continued work would be inefficient or nonproductive;
8. To make and enforce rules and regulations not inconsistent with this law or a Collective Bargaining Agreement;
9. To take actions to carry out the mission of government in situations of emergency;
10. To transfer, assign and schedule employees.

Section B. Employee Rights.

1. Employees in the bargaining unit shall have the right:
   a. To form, join, support, contribute to, or participate in or to refrain from forming, joining, supporting, contributing to, or participating in, any employee organization or its lawful activities; and
   b. To be fairly represented by their certified representative, if any.
2. The employer shall have the duty to extend to the certified representative the exclusive right to represent employees for the purpose of collective bargaining, including the orderly processing and settlement of grievances as agreed by the parties.

Article 43 Discipline

Section A. Law Enforcement Officers' Bill of Rights.

1. Any "law enforcement officer" as defined in Section 3-101 of the Law Enforcement Officer's Bill of Rights ("LEOBR", Public Safety Article, Section 3-101 et seq., Annotated Code of Maryland) who is the subject of a sustained complaint involving proposed punishment which is not summary punishment pursuant to the LEOBR §3-111, may elect the alternate method of forming a hearing board. Said alternate method is not available with regard to a hearing convened pursuant to LEOBR §3-111.
2. The officer shall make such election in writing using the Notice of Election of Hearing Board form (attached and made a part of this agreement as **Appendix K**). In making such election, the officer shall waive his/her right to the formation of a hearing board pursuant to LEOBR §3-107(c)(1) & (2). Such Notice of Election of Hearing Board form must be: completed by the officer; approved by the FOP Lodge 35; and delivered to the chief of police or designee within seven (7) calendar days after the date upon which the officer receives the notice of a sustained complaint together with the form.
3. The alternate method of forming a hearing board shall be as follows:
   a. The board shall consist of 3 members: two (2) law enforcement officers and a neutral chairperson. The chairperson shall be chosen from a standing panel of arbitrators maintained for such purpose by the County and FOP Lodge 35. The chairperson shall be selected to hear cases in rotation in the order their names appear. If the arbitrator slated to hear a case cannot hold the hearing within a reasonable time, the next arbitrator shall be selected.
   b. The chief shall appoint one (1) law enforcement member, and the FOP Lodge 35 the other. These appointments shall be announced simultaneously, without undue delay. The law enforcement member appointed by FOP Lodge 35 shall be scheduled to day work for the duration of the hearing board.

c. No member of the hearing board shall in any way be involved in, or a witness to, any incidents which are the subject to the complaint before them.

d. Except as provided in subparagraph (e), FOP Lodge 35's choice of a law enforcement member shall be any member in the bargaining unit; and The chief's choice may be any law enforcement officer in the rank of sergeant or above. Therefore, it is not required that either law enforcement member be of the same rank as the accused officer.

e. If the chief of police decides to select a law enforcement member from another law enforcement organization, the FOP Lodge 35 shall receive sufficient notice in time to select a law enforcement member from another law enforcement organization, if it so desires. FOP Lodge 35's choice of a law enforcement member shall be of a rank comparable to the ranks within the collective bargaining unit.

4. The fee and expenses of the neutral chairperson of the board shall be borne equally by the Department of Police and FOP Lodge 35.

5. The written decision of a hearing board formed under this section shall be final pursuant to LEOBR §3-108(c)(1)(ii), in effect as of 1/30/07.

6. Any controversy concerning this Section, excluding paragraph 5, *supra*, may be submitted to the chairperson of the hearing board for his/her hearing and/or decision. Such decision of the chairperson shall be contested pursuant to LEOBR Sections 3-105 or 3-109, as applicable.

Section B. Notice of Interrogation. When the department notifies a member of the bargaining unit in writing that he/she will be interrogated, the department will also give the officer a form (MCP Form 242, **Appendix L**).

Section C. Types of Disciplinary Actions. [See Side Letter: *May 7, 2001*.]

1. *Oral Admonishment*. A spoken warning or indication of disapproval concerning a specific act, infraction or violation of a policy or procedure that is usually given by the immediate supervisor and is noted for the record but does not become part of an employee's personnel record.

2. *Written Reprimand.* A written statement concerning a specific act, infraction or violation of a policy or procedure that is made a part of the employee's personnel record.

3. *Suspension***.** The placing of an employee in leave without pay status for a specified period, not to exceed forty hours, for a specific act, infraction or violation of a policy or procedure. The Chief Administrative Officer may approve a suspension for more than forty hours, but under no circumstances may a suspension exceed the number of hours scheduled for one calendar month. An employee voluntarily may accept a forfeiture of annual leave in lieu of suspension on an hour-for-hour basis. An employee who accepts a forfeiture of annual leave in lieu of suspension may elect to have the forfeited sum (the salary-based value of the annual leave) donated to the Montgomery County Law Enforcement Officers' Relief Fund upon written notice to the employer.

4. *Suspension Pending Investigation of Charges or Trial*. The placing of an employee in leave without pay status for an indefinite period pending investigation of charges or trial for job-related offenses. If found innocent or the charges are dismissed, the employee must be reinstated without loss of pay. Any salary due for the period of suspension must equal the employee's normal earnings less the amount earned in other employment obtained and engaged in during the period.

5. *Demotion.* The movement of an employee from one merit system position or class to another with a lower grade level assignment. This sanction may only be imposed for performance related events.

6. *Dismissal*. The removal of an employee from the County service for just cause.

Section D. Unit Members Not Covered under the LEOBR.

1. *Investigation of a Complaint*

   a. Prior to any interview of an employee under investigation, the employee shall be advised of the nature of the investigation. Such notification may be verbal in nature.

   b. *Representation during Interview*. At the request of an employee under investigation, he/she shall have the right to be represented by counsel or any other responsible representative of his/her choice who may be present during any interview.

      An employee under investigation shall be afforded at least 24 hours to arrange for representation.

   c. *Record of Interview*. Upon completion of the investigation, and upon request of the employee under investigation or his representative, a copy of the transcript of the tape recorded interview (if one has been made) shall be made available to the employee.

   d. *Use of MCP #50, Interrogation Rights & Waiver Form*. If the employee being interviewed is under arrest or is likely to be placed under arrest as a result of an interview, he shall be completely informed of his/her Miranda rights prior to the commencement of the interview.

   e. *Time, Place and Manner of Interviews*.

      (1) Any interview shall take place either at the office of the command of the investigator or at the office of the police unit in which the incident allegedly occurred, as designated by the investigator unless otherwise waived by the employee, or at any other reasonable and appropriate place.

      (2) Any interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required.

      (3) Interview sessions shall be for reasonable periods and shall be timed to allow for any personal necessities and rest periods as are reasonably necessary.

   f. *Required Interrogations and Tests.* Employees under investigation may be compelled to submit to Blood Alcohol Tests, blood, breath, or urine tests for controlled dangerous substances where there is reasonable suspicion of alcohol or unlawful drug use, or interrogations which specifically relate to the subject matter of the investigation. Such tests shall be conducted consistent with the provisions of Article 4, *Prevention of Substance Abuse/Employee Rehabilitation* of this Agreement.

2. *Notification of a Complaint.*

   a. Whenever a Statement of Charges (**Appendix L.2**) is executed, it will serve as written notification of the investigation.

   b. The chief of police, or his designee must give the employee a copy of the charges and provide a minimum of five (5) workdays to respond. Disciplinary actions affected by this requirement include written reprimands, within-grade reductions, suspensions, demotions, and dismissals.

   c. The department will provide the union any written statements (citizen complaints, employee observations) in the possession of the department and used in connection with an adverse action taken against a bargaining unit employee. These statements will be sanitized (name, address, phone number deleted) to protect privacy rights in accordance with the law.

d. The written statements referred to in subsection 2.c above will be provided to the union when the employee receives the Statement of Charges.

e. The department is under no obligation to permit the employee or union to interview the author of the statement. If the statement is used as evidence on appeal, the employee or union will have the opportunity to examine the witness.

f. Records will be maintained in accordance with Article 51, *Personnel Files* of this Agreement.

3. *Disposition.*

a. An investigation shall result in no punitive action where the employee's conduct was exonerated or when there is not substantial evidence of misconduct found. In such cases, employees will be furnished a copy of any reply to a complaint or, if there is none, they will be provided a written notification of the investigative outcome.

b. Oral admonishments and written reprimands may be given at the discretion of the chief of police. In all cases, the employee should be told why their conduct is inappropriate, what action will occur if changes are not made.

c. In cases of within-grade reduction, demotion, suspension, and dismissal, the chief of police must provide written notice of such action at lease five (5) days prior to the effective date of the action. Exceptions to this requirement are theft and serious violations which pose a health or safety risk.

d. The following shall apply regarding written notices to the employee from the employer pertaining to Disciplinary Action, Termination, RIF Notices, Demotions, Promotion or Reduction-In-Salary. In all instances the notices to employees identified above shall contain the following language at the bottom of the last page of the document:

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by FOP Lodge 35 (Union). If you wish a copy of this document sent to the union, indicate by checking the appropriate space below:

____*I do wish the union to receive this document*

____*I do not wish the union to receive this document*

_____ _____

Employee's Signature *Date*

Section E. Investigatory Files. The employer agrees that investigatory files will be provided free of charge. [See Side Letter – to be provided 20 days in advance: *May 7, 2001*]

Section F. Employee Right to Representation. Except where an interrogation or investigation is covered by the LEOBR or Section D of this Article, in the event an employee reasonably believes that an interview, interrogation or examination my result in the imposition of discipline, the employee has the right, at his/her request, to be represented by a union steward, counsel or any other responsible representative of his/her choice who may be present during the interview, interrogation or examination. If the employee asserts the right to representation, he/she shall be afforded at least 2 hours to arrange for representation.

Section G. The parties agree to establish "standing" hearing dates for unresolved matters under Article 43 during the term of this agreement.

Article 44 Promotions

Section A. Promotional Program. Promotions to positions in the unit must be made on a competitive basis after an evaluation of each individual's qualifications. Any promotional program for positions within the unit shall provide that qualified employees are given an opportunity to receive fair and appropriate consideration for higher-level positions.

Section B. Appeal of Promotion. Promotion, selection and non-selection of unit members from a properly constituted list of employees in the highest rating category, or any category used for such purposes by the County shall be grievable under Article 8 *Contract Grievance Procedure*. [See Side Letter: *June 20, 2001*.]

Section C. Temporary Promotion/Assignment to Higher Classified Job. Unit members who are temporarily assigned or promoted to a higher classified job for a period of more than two consecutive work weeks (i.e. 8, 9, and 10 consecutive work days depending upon schedule) shall receive the rate of pay of the higher classified job retroactive to the first day the unit member assumed the higher position. [See MOA: *April 2005* Reference Temporary Promotions]

Section D. Review of Examinations. All unit members participating in any promotional process for a position shall be given the opportunity to review all of their examination test scores. [See MOA: *Redeployment, April 2005*.]

Section E. Notice of Phase-in for Minimum Qualifications for MPO. Changes of minimum qualifications for the MPO rank will apply to promotional processes occurring after the 1996 scheduled examination.

Section F. Proficiency Advancement. An Officer may be delayed in receiving a proficiency advancement to a higher rank (officer receives pay increase but attainment to higher rank is delayed) when he/she is absent from duty (other than annual, administrative [excluding administrative leave granted under Article 2 §I.3 of this agreement], compensatory, parental, holiday, military or political leave) for 90 days or more in the lower rank. However, if the absence is due to a service connected injury or illness as determined by the Workers' Compensation laws of Maryland, such absence shall not be a reason for delaying a proficiency advancement.

Section G. All eligible officers (applicants) who are interested in participating in any competitive promotional process must complete the general information portions of the online application as required by the promotional bulletin and apply online as a Montgomery County employee. This online program will be managed by the Office of Human Resources (OHR) and will be the exclusive application program for all promotional processes. The employer will provide the means for the member to confirm receipt of the promotional form by OHR immediately after the online form is completed.

Article 45 Non-LEOBR Personnel Actions

Section A. Non-LEOBR Personnel Actions. When any personnel action is taken or not taken regarding an employee, which action is not required to be processed pursuant to the procedures set forth in the Law Enforcement Officers' Bill of Rights, "LEOBR", (Article 27 §727, *et seq.,* Maryland Annotated Code), the employee shall have the right to grieve and/or arbitrate said action pursuant to the procedures set forth in Article 8 of this Agreement.

Section B. *Article Does Not Preclude Grievance.* To the extent permitted under applicable state law, nothing in this Article shall be construed to preclude a grievance regarding a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement or any breach of any terms or conditions of this agreement.

Article 46 Protection From Communicable Diseases

Moved to Article 32

Article 47 Duration of Contract

The duration of this agreement shall be **three** year**s**, become effective July 1, **2020**, and terminate on June 30, **2023**.

Article 48 Action by Montgomery County Council

Pursuant to §33-80(g) of the Montgomery County Code, any wage and/or benefit adjustment set forth in this Agreement which requires the Montgomery County Council to take action necessary to implement the Agreement, or to appropriate funds, shall be automatically reduced or eliminated if the County Council fails to take the necessary action to implement the Agreement, or if funds are not appropriated or if a lesser amount is appropriated.

Article 49 Awards

Awards programs for unit employees shall be established and administered in a manner determined by the employer. Award programs are intended only to recognize special or meritorious performance.

Article 50 Reduction-In-Force and Furlough

Section A. Reduction-In-Force. Reductions-in-Force shall be conducted pursuant to Administrative Procedure 4-19, *Reductions-in-Force*, as provided in **Appendix M**.

Section B. All Unit Positions Are A Single Class. For the purposes of determining job classes within the unit which may be subject to a reduction in force, all bargaining unit positions shall be considered as a single class.

Section C. Furlough.

1. *When applicable.* A furlough is a permanent relief from duty and loss of pay for hours of services which would otherwise be performed by members of the bargaining unit and which is required by the chief administrative officer due to lack of funds or work. Lost furlough pay must not be made up by the same or other employees in overtime hours or compensatory time. All reductions in salary and furlough leaves must take place within the "furlough period" designated by the chief administrative officer, ordinarily the period between the effective date of the chief administrative officer's determination to relieve members of the bargaining unit from duties due to lack of funds or work and the end of the fiscal year in which that determination is made. It is agreed that the County's determination to require the bargaining unit to make up for services lost by virtue of a furlough by reducing the bargaining unit members' opportunity to be absent on authorized leave of any other kind (other than compensatory leave) during the furlough period establishes a violation of this Agreement for which all affected unit members will be compensated by a restoration of salary denied pursuant to §C.2 hereof.
2. *Reduction in Total County Salary.* Whenever the County determines to furlough employees for one or more eight hour days during a fiscal year the base salary as provided in the Collective Bargaining Agreement then in effect shall be reduced for all bargaining unit members by an amount equal to eight hours pay for each such furlough day. The amount of each reduction shall be spread evenly over the pay periods remaining in the fiscal year during which the furlough day(s) occur(s). The reduction or reductions shall cease and the appropriate level of base salary shall be restored at the end of the fiscal year in which the furlough day(s) occurred.
3. *Compensatory Leave and Furlough Days.* The County shall grant each unit member whose

salary it reduces pursuant to ¶ 2, eight (8) hours of compensatory time for each eight (8) hour furlough day the County decrees. The department may schedule the use of furlough time for the mutual convenience of the department and the member, or may direct a member to use furlough compensatory time on a day or days selected by the department, provided, in either event, that the use does not conflict with that or any other unit member's right to take annual or other leaves pursuant to this Agreement, established practices, or applicable law. In other respects, Compensatory Leave and Annual Leave shall be treated as provided in Articles 18 and 21 of this Agreement.

4. *Effect On Other Benefits and Payments.* The County agrees that no reduction in salary provided for herein shall reduce the amount of the pension payable upon retirement of any unit member. It is further agreed that the provisions governing payment for unused compensatory time upon retirement or separation shall apply to the compensatory time granted pursuant to this Article and that the reduction in salary agreed upon in this Article shall not reduce any other payments or benefits, including but not limited to service increments, awards, salary upon promotion or demotion, or any other pay amounts based on the employee's base salary which would have been due the officer by law or under an applicable Collective Bargaining Agreement.

5. *Effect on Secondary Employment.* During a furlough period and in accordance with existing regulations, if there is no question regarding conflict of interest, the personnel director shall act upon a request for approval of outside employment with a duration of six (6) weeks or less within seven (7) days after the member submits his/her application to the personnel director.

6. *When Furlough May be Implemented.* The salary reduction provided for herein shall be restored and all compensatory leave balances shall be appropriately adjusted if an appropriate third party determines that the County did not relieve the members of the bargaining unit from duty or did not do so due to lack of funds or work.

7. *Notice of Furlough.* Written notice shall be given to FOP Lodge 35, by Certified Mail, thirty (30) days prior to instituting a furlough provision.

8. *Administration.* All furlough provisions shall be administered equitably within the unit and, to the extent not inconsistent with this Article and otherwise applicable to members of the bargaining unit, the provisions of §§ 2.0 - 3.8 of Administrative Procedure 4-31, dated December 4, 1991, are incorporated herein by reference. **Appendix N**.

Article 51 Personnel Files

Section A. Definitions.

1. *Employee* - An individual in the collective bargaining unit.

2. *Personnel Records* - The repository of official information regarding an active, terminated or retired employee of the Montgomery County Government. A personnel record is any personnel, medical, or departmental operating file.

3 *Authorized Official* - Individuals or organizations as listed in paragraph B (**7**) as authorized to review the contents of an employee's personnel file on a "need to know" basis.

4. *Administrative Investigation File*-The record generated during an administrative investigation of a unit member who is not covered under the LEOBR which investigation is conducted pursuant to the procedures contained in Article 43 *Discipline*, Section D *Unit Members Not Covered Under the LEOBR*. [See Side Letter Stating County (not FOP) position: *June 21, 2001*.]

Section B. Custody and Review.

1. The Office of Human Resources Personnel Office shall maintain the official personnel file for each County employee.
2. The Occupational Medical Section, shall maintain the official medical records file for each County employee. Bargaining unit member's medical information shall remain confidential and maintained in compliance with this agreement and any relevant laws, including but not limited to HIPAA and GINA.
3. The Department may maintain an operating file on each employee within the department. The Department may also maintain a second operating file on an employee that shall be kept within the employee's unit. The custodian of these files will be informed by the Department as to the appropriate contents of such files as provided in §C of this Article, except that the contents shall not contain disciplinary actions, including written reprimands, or at-fault accident reports.
4. Supervisors may maintain a file on each employee under their direct supervision.
5. Employees are encouraged to review their personnel records at least once each year.
6. No information shall be placed in any employee personnel file unless the employee receives a copy of the information (subject to limitations concerning medical files as referenced in §B.**9**) and is provided an opportunity to submit a rebuttal, if desired, to be included in the file.
7. To preserve confidentiality and protect the privacy of employees, access to an employee's personnel records shall be restricted to the following:
   a. Employee who is the subject of the file or authorized representative.
   b. Employee's supervisor. (Need to know basis)
   c. Appointing authority or designee. (Need to know basis)
   d. Human Resources Director or designee. (Need to know basis)
   e. County attorney or designee. (Need to know basis; i.e., when an employee is in litigation against the County, e.g., Merit System Protection Board, Worker's Compensation, Disability, Retirement, etc.)
   f. Chief Administrative Officer or Assistant Chief Administrative Officer. (Need to know basis)
   g. Members of a Recommendations Committee when an employee has applied for a position vacancy announcement (Limited to performance evaluations, letters of commendation, awards and training documents for bargaining unit members assigned to Recommendations Committee).
8. Except for verification of employment and current salary information, the release of information from an employee's personnel records to anyone other than those listed in §B.7 requires a signed authorization from the employee who is the subject of the personnel record accompanied by a statement giving the reason for the review and a description of the material requested.
9. Notwithstanding §B.7, the release of information from an employee's medical file to anyone other than the employee, the county attorney's office, human resources director, or Chief Administrative Officer or Assistant Chief Administrative Officer requires a signed authorization form from the employee who is the subject of the medical record accompanied by a statement giving the reason for the review and a description of the material requested. Further, the custodian of medical records may determine, consistent with state law, that certain information pertaining to psychological/psychiatric medical reports will only be

released to an employee through the employee's physician.

10. Except as provided at Section B.**7** of this article, or as required by law, personal information of unit members maintained by virtue of the employment relationship, such as home address, telephone number, family information, marital status, and photographs will not be released without prior written authorization of the unit member. The parties agree to develop a form to be distributed to all unit members requesting that they provide their age, area of residence, spouse's name, educational background, awards or recognition received, organizations belonged to, date of employment, and previously held positions. The form shall state that the department "respect[s] your right to privacy and if certain questions appear to be too personal, you may omit them." Further, the form shall provide the unit member with the option to provide his/her own photograph to be used instead of any other photograph maintained by the county, to authorize use of county photographs, or to provide that the county shall not release any photograph unless required by law.

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

Section C. Contents.

1. The contents of an employee's official personnel file shall be limited to:

   a. Applications for employment or promotion which results in appointment or promotion.
   b. Employment history, including personnel action documents affecting appointment, promotion, transfer, salary change, etc.
   c. Copy of commendations.
   d. Employee emergency information.
   e. Payroll withholding documents.
   f. Insurance and retirement records.
   g. Education and training records.
   h. Performance evaluations - limited to last five years only.
   i. Leave records - limited to last five years only.
   j. Results of tests and examinations successfully completed - limited to two years from date of test of examination.
   k. Copy of disciplinary actions.
   l. Copy of reprimands – one year from effective date.

2. The contents of an employee medical file shall be limited to:

   a. County medical examination records.
   b. Records obtained or received from any physician in reference to an employee's or applicant's medical fitness.
   c. Any medical waiver or release signed by the employee.
   d. Requests to the Occupational Medical Section, by an employee's supervisor and/or appointing authority for any additional or special medical examinations, the record of the actions taken by the Occupational Medical Section and the results of the additional or special medical examination.

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

   a. Employee home address and telephone number.
   b. Present job information (i.e., description, location, etc.)
   c. Employee emergency information.
   d. Payroll data and supporting documentation.

e. Copies of leave records - limited to five years.
f. Copies of performance evaluations including supporting documentation limited to five years. [See Side Letter: *March 15, 1996*.]
g. Copies of commendations, awards, and disciplinary actions, including supporting documentation - limited to last five years.
h. Written reprimands limited to 1 year from effective date.
i. Copies of at-fault accident reports and supervisor documentation limited to two years from date of accident.
j. Copies of training requests, approvals and certificates of completion.
k. Copies of transfer notices for past five years (indicating only effective date, present assignment, future assignment and authorizing signature(s)).

4. The contents of the Restricted Duty Unit files shall be limited to:

a. First Report of Injury Forms.
b. Medical and Health Status Reports and memos from the Occupational Medical Section.
c. RDU tracking forms.
d. Medical evaluations from physicians as they pertain to the employee's ability to work/return to work, and his/her ability to perform the essential functions of the position, in addition to limitations and prognosis.
e. Memos from supervisors regarding the medical condition and the transmittal of documents.
f. Memos scheduling special medical examinations.
g. Disability leave payroll memorandums.
h. Supervisor's Incident Investigation Report (SIIR) forms.
i. Other Worker's Compensation/Third Party Administrator/Risk Management forms.

5. Notwithstanding §C.4, documents containing medical information shall not be included in the Restricted Duty Unit file where inclusion of such documents is prohibited by federal law.

Section D. Supervisory Files.

1. Supervisors may maintain a file for each employee under their supervision which contains informal notes by the supervisor concerning the employee's job performance or conduct, notes made in performance review or other counseling sessions with the employee, copies of completed work assignments, drafts or work in progress and informal written communications between the employee and the supervisor concerning performance or conduct issues.

2. A supervisory file is reviewable by the subject employee on request, and is to be safeguarded from review by any other individual except on a need to know basis as provided in §B.8.

3. The purpose of supervisory files is to encourage supervisors to maintain an informal record on a continuing basis which will provide substantiation for performance ratings or other performance or conduct related actions.

4. Materials in a supervisory file are valid for a period of twelve (12) months, and may be used only during that time or during a rating period covering the period of the documentation, to support official personnel actions. These materials become a part of an employee's official or operating record only if they are incorporated in or attached to related personnel actions within twelve (12) months from the date they were originated. Materials in a supervisory file, which are not used to support a formal personnel action within 12 months of their inception, cannot serve as the basis for any further personnel actions, and shall be removed from the file.

5. The LMRC shall study, review, and evaluate changes to electronic supervisory files.

Section E. Disposition Upon Separation.

1. Except as provided below, all records including medical and internal affairs files, pertaining to separated employees shall be destroyed five (5) years after separation, unless the files are the subject of pending litigation. In which case, these files will be destroyed at the conclusion of the litigation.
2. The County may maintain records necessary to administer employee benefits programs, including health and retirement, a file containing the employee's name, address, date of birth, social security number, dates of employment, job titles, union and merit status, salary and like information.
3. Except as required by law, no information may be released from any file without the express written permission of the separated employee.

Section F. Record of Review. Each file authorized by this article must contain a log on which the name of all reviewers and date of review. This log may be reviewed and copied by the employee or authorized representative.

Section G. Administrative Investigation Files for Unit Members Not Covered Under the LEOBR.

1. These files may be paper and electronic.
2. The Internal Affairs Division shall be the repository for the files.
3. Access to these files shall be limited to:
   a. The employee, but only to the extent allowed by Article 43 Discipline Section D.2.c.
   b. chief of police or designee
   c. county attorney or designee (need to know basis; i.e., when the employee is involved in litigation)
4. In cases involving complaints where the charges were deemed unsustained or unfounded, the files shall be expunged at the later of three (3) years after the date the findings were made or any applicable statute of limitations or when litigation is pending.
   a. Files involving complaints where a charge was sustained shall be eligible for expungement at the latter of five (5) years or any applicable statute of limitations or when litigation is pending. [See Side Letter: April 21, 1998.]
   b. The expungement method shall be the shredding of the physical file. In cases where more than one officer is involved and one or more officers is not entitled to expungement, the name of the officer who is eligible for expungement will be redacted from those documents that refer to the multiple officers. Those documents that refer only to the officer who is eligible for expungement shall be destroyed.
   c. The expungement of information from the electronic database shall consist of the electronic obliteration of the officer's name and identification number.

Section H. Use of Personnel Files.

1. To the extent not specifically preempted by State law, adverse information concerning an officer's past performance shall not be admissible in any proceeding unless maintained in strict accordance with this article.
2. Except as provided in paragraph 1 of this section, only information properly maintained in personnel files as established by this Article may be used in any other process, proceeding, or action.

Article 52 Termination

Section A. Definition. Termination is a non-disciplinary act by management to conclude an employee's service with the County. Reasons for termination include, but are not necessarily limited to, the following:

1. An employee's abandonment of position by failure to report for work as scheduled on three (3) or more consecutive workdays and failure to obtain approval for such absence;
2. Excessive absences caused by ongoing medical or personal problems that are not resolved within three (3) calendar months after the date the employee exhausts all paid leave, including any grants of leave received from the sick leave bank.

Section B. Management Responsibility. Prior to terminating an employee for the reasons stated in ¶ 2, above, management must inform the employee in writing of the problem, counsel the employee as to what corrective action to take, and allow the employee adequate time to improve or correct performance or attendance.

Section C. Appeal. A non-probationary employee who is terminated may appeal to the MSPB pursuant to the Montgomery County Charter or may grieve pursuant to Article 8 of this Agreement, but not both. A probationary employee may grieve or appeal only to redress a failure to afford rights provided at Sections A.2 and B above.

Article 53 Performance Evaluation

Section A. Performance evaluations are not grievable except in cases of failure to follow established procedures.

*Section B. Evaluation Procedures***.** Implementation of the procedures for evaluating employees as set forth in Function Code 370, dated 1/11/99, shall ensure that the resulting measures of performance provide a fair basis for informed decisions on career status, promotions, pay increases, work assignments, training, awards, reductions-in-force, and disciplinary actions.

Article 54 Demotion

Section A. Definition. Demotion is the movement of an employee from one merit system position or class to another with a lower grade level assignment.

Section B. Voluntary Demotion. Voluntary demotion may occur with the written consent of an employee. Such demotion must be without prejudice and may be used to retain an employee whose position has been abolished or reclassified downward or who, because of physical or mental incapacity, is unable to productively perform assigned duties and wishes to continue employment in a position for which qualified. Such demotion must not be detrimental to an employee's work record and must not adversely affect the employee's opportunity for future promotion to a position for which qualified.

Section C. Involuntary Demotion. A unit employee who received a less than satisfactory work performance evaluation after written warning, counseling and at least three (3) months to improve, may be demoted involuntarily. Such employee must receive written notice at least ten (10) working days prior to the effective date of the demotion. The notice must contain the reasons for the action with specific charges, or reasons, the effective date, and appeal rights.

Section D. Appeals. A unit employee may appeal an involuntary demotion.

Article 55 Job Sharing Program

Section A. Purpose and Administration. The purpose of this program is to allow certain bargaining unit employees the opportunity voluntarily to share a job while working in a part-time/half-time appointment to enable them to care for immediate family dependents. The administration of this program shall not be done in an arbitrary, capricious or discriminatory manner. In order to make the program possible, the county has advised Lodge 35 that the county intends unilaterally to create an even number of job sharing, half-time positions in the police department. The county intends to create at least nine such positions as needed to accommodate at least eighteen unit members at or below the rank of MPO, and four unit members of the rank of sergeant, who volunteer. It is recognized that the county is not obliged to create, staff or maintain half-time/part-time positions.

Section B. Eligibility.

1. Any two bargaining unit officer~~s~~ of comparable rank may apply for this program by requesting a part-time/half-time position, whereby each officer works twenty (20) hours per week. Work assignments shall be determined by the employer.
2. Eligibility is limited to bargaining unit employees who are or have held the rank of Sergeant**,** Master Police Officer or Police Officer III.
3. Eligibility for Job Sharing shall be limited to bargaining unit employees for the purpose of caring for immediate family dependents, i.e., child, spouse or parent.
4. Priority of eligibility shall be by application date, seniority and finally, academy class composite score. Any waiting list established by the employer shall comply with this priority. Priority for the purposes of bumping and reentry into the Program shall be based upon Article 12 *Seniority.*
5. The specific jobs and the number of jobs available for Job Sharing shall be determined by the employer.
6. If a Job Sharing employee returns to full time, is unable to continue active employment, or leaves the program, then the remaining job share employee may apply for return to a full-time appointment; the employer may fill the vacant part-time position from the waiting list; or the employer may return the remaining Job Sharing employee to a full-time appointment. When the remaining Job Sharer is returned to a full-time employment involuntarily, the senior Job Sharer employee(s) may exercise bumping rights. A remaining Job Sharer who is involuntarily returned to full-time employment shall receive six (6) months notice before returning.

Section C. Compensation.

1. Bargaining unit employees in part-time/half-time position(s) will be compensated at their regular hourly rate of pay for all regular hours worked. Work in excess of the regular workday (eight or ten hours as applicable) or forty (40) hours per week shall be compensated at the rate of time and one half.
2. Notwithstanding the provisions of Article 10 *Court Time*, minimum compensation for Job-Sharing bargaining unit employees shall be 1.5 hours at a rate of one and one-half times the bargaining unit employee's regular hourly rate of pay. Compensation for court attendance beyond 1.5 hours shall be at the regular hourly rate of pay, unless the appearance exceeds the regular workday (minimum of eight hours) or forty (40) hours per week. However, when the employee's shift is not working its regularly scheduled hours, a job sharing employee shall be compensated for three hours at a rate of one and one-half times the bargaining unit employee's regular hourly rate of pay. Compensation for court attendance beyond the three hours shall be at the regular hourly rate of pay, unless the appearance exceeds the regular

workday (minimum of eight hours) or forty (40) hours per week. All other provisions of Article 10 shall apply to Job Sharing bargaining unit employees.

Section D. Hours and Other Working Conditions

1. The regular workweek for bargaining unit employees in part-time/half-time position(s) will be twenty (20) hours (half-time), except for mandatory in-service training and for approved additional hours worked voluntarily.
2. The employer shall determine the schedule for Job Sharing employees. Job Sharing employees shall be provided work schedules pursuant to the procedures in Article 15 of this Agreement. Job Sharing employees may suggest a work schedule to the appropriate supervisor.
3. The provisions of Article 15 of this Agreement shall apply to Job Sharers, except that the Employer has agreed to pay overtime to a Job Sharer assigned to a work schedule in excess of twenty (20) hours for the purpose of avoiding paying overtime to other, available officers whom the employer deems competent.

Section E. Benefits.

1. *Retirement Benefits*. While in the program, the Job Sharing employee will earn retirement service credits and contribute to the retirement system as provided by the *Employees' Retirement System*.
2. *Long Term Disability Benefits* and premiums shall be governed by the group policy applicable to bargaining unit employees.
3. *Life Insurance Benefit* for Job Sharing employees shall be paid on the appropriate *pro rata* basis.
4. *Tax Deferred Compensation*. The maximum salary amount a Job Sharing employee can defer is established by law and IRS Regulation.
5. Article 14 *Holidays and Holiday Pay* shall be applied to Job Sharers as follows: The Job Sharer actually at work or on leave receives the full holiday benefit and the Job Sharer not working receives nothing. When a holiday occurs on the Job Sharers' (shift's) regular day off, each Job Sharer shall earn compensatory leave on a 50% pro rata basis.
6. *Annual and sick leave accrual* shall be prorated based upon the number of regular hours a Job Sharer is in a paid status per pay period, as provided in Articles 18 and 19 of this Agreement. Paid status includes regular hours worked and all paid leave taken.
7. If a job sharer becomes disabled in the line of duty, his/her disability retirement pension amount shall be affected in one of the following ways, at the County's option:
    a. In accordance with existing practice, prior to the effective date of the officer's retirement, the disabled employee will be restored to duty on a full-time basis so as to enable her/him to qualify for the same benefit she/he would have received had she/he been in full-time service when disabled, subject to the limitations set out below.
    b. The County Retirement System (Group F) has been amended to provide that a Job Sharer's disability retirement benefit shall be based upon the full-time salary she/he would have been earning had she/he not been in the program.
    c. The benefit provided for in this subsection (7) shall not be paid to a "Highly Compensated Employee" within the meaning of §414(q) of the Internal Revenue Code and shall in no event exceed 100 % of the participant's average compensation for his/her high three years. The benefit may be terminated or modified, after compensation

between the parties, if the Internal Revenue Service advises that it jeopardizes the qualification of the *Employees' Retirement System*.

8. *Rights and Benefits.*

a. The following rights and benefits shall be pro rated: Parental Leave, Disability Leave, , Seniority for purposes of Article 12 of this Agreement, and Sick Leave Donor postings at Article 19 §M of this Agreement.

b. The following rights and benefits shall not be pro rated:

Tuition Assistance, Clothing Allowance (for the first year only for those unit members who transfer from a position that was not entitled to a clothing allowance; clothing allowance will be pro rated after the first year)**,** Uniforms and Equipment, Grievance Rights, Shift Differential, Standby Pay, Physical Fitness Awards, Call-Back Pay, FTO Pay, General Emergency Pay, Work Schedule Notice, Service Increment Delay Resulting From Work Absences (Article 28 §G), Bereavement Leave, Administrative Leave, Annual and Compensatory Time Carryover, Laundry, Shoe Repair, Alterations, and Business Cards.

c. Any right or benefit not listed in this section and disputed may be grieved and arbitrated pursuant to Article 8 of this Agreement.

Section F. Effects of Certain Actions.

1. Job Sharing may be terminated upon: promotion; request of the employee; or for operational reasons determined by the employer. Except that the Employer will not use termination from the Job Sharing program as a disciplinary sanction. In the event the employer terminates the employee from the program involuntarily, the affected employee will receive ninety (90) days notice before being transferred. Any such termination by the employer will not be arbitrary, capricious or discriminatory. If an employee requests full-time status, the employer agrees to place the employee in a full-time position in the bargaining unit at the same base salary within six (6) months. The full-time position shall be determined by the employer.
2. Any furlough of a Job Sharing employee shall be prorated according to the employee's position equivalency.
3. Contract RIF procedures shall apply to Job Sharing employees, however, in the event of a RIF that may affect a Job Sharer, she/he shall be given 60 days notice and, upon request, transferred to any full-time position in the bargaining unit, at the same base salary, as determined by the employer that is or becomes vacant during the notice period.
4. Increment dates shall not be changed as a result of participation in the Job Sharing program.
5. Initial implementation of the program shall commence not sooner than one full pay period, nor later than two full pay periods after the application of two bargaining unit employees who meet the application and eligibility requirements of this Agreement.

Section G. PPV Assignment and Availability. When assigned a PPV by the employer, Job Sharing employees will share one PPV. Job Sharing Employees must make the PPV available to the working officer. Both employees shall be responsible for ensuring this availability.

Section H. Unilateral Reopener. It is recognized that the County intends to create, staff and maintain sufficient half time positions to make it possible for at least eighteen officers and four sergeants to participate in the job sharing program created by this Article. If the County does not implement and maintain that intent, then it is agreed that the county shall give the union and all participants at least six (6) months notice and shall promptly resume bargaining over the provisions of a replacement article to implement the parties' commitment to a job sharing program. Failing prompt agreement, either party may declare impasse and the

dispute shall be submitted to a neutral (Nicholas Zumas, if available) for the last best total package offer binding arbitration.

Article 56 Resignation

Resignation is an explicit act of any employee by the submission of a written notice of intent to leave County service, usually two (2) weeks prior to the effective date. In extenuating circumstances, a supervisor may accept an oral resignation and the date, time and nature of the communication must be noted on the separation forms. A resignation may be rescinded by an employee, provided it is done in writing within five (5) workdays from date submitted, or later date if approved by the chief administrative officer. A resignation is not appealable unless it can be shown by the employee that it was involuntary or coerced. In such cases, the action will be considered the same as a dismissal.

Article 57 Retirement

The Employer shall submit proposed legislation to the County Council that would amend Montgomery County Code Chapter 33, Article III to provide for the revisions in Sections B, I, J, K, and L affecting bargaining unit employees. [Bill 19-01 vetoed for reasons unrelated to this article. Emergency Bill 25-01 enacted.]

Section A. Preservation of Benefits. Except as provided in this Agreement, all unit members retain all the retirement benefits and conditions previously in effect between the parties. [See Side Letter: May 13, 1994]

Section B. Pension Formula. Subject to section I, a Group F member who retires on a normal or disability retirement, subject to sections D and G the annual pension must equal 2.4 percent of average final earnings multiplied by years of credited service, up to a maximum of 30 years, plus sick leave credits. Years of credited service of less than one full year must be prorated. Sick leave credits used for years in excess of 30 years must be credited at 2% of average final earnings. The maximum benefit with sick leave credits must not exceed 76% of average final earnings.

Section C. Military Credit. It is recognized that legislation enabling County employees to purchase pension credit for military service is pending before the Council. If such legislation is duly enacted, members of the bargaining unit shall not be precluded from exercising rights afforded by that statute.

Section D. Disability Benefit. It is agreed that police officers eligible for a service connected disability pension shall continue to receive a minimum benefit of 66 2/3% of final earnings.

Section E. Disability Procedures. The parties previously agreed that upon implementation of Section D, they would meet to negotiate changes to Bill No.36-94 to achieve certain objectives in establishing disability procedures applicable to unit members. Those objectives have been modified and the following is agreed and legislation shall be submitted to accomplish the following changes to the Retirement Law, in effect as of October 27, 1997:

1. Members of the bargaining unit shall have a right to appeal the final determination of the CAO to a tripartite panel, as provided under §33-43A of the Retirement Law, except that the neutral shall be selected by Lodge 35 and the County pursuant to the procedure used to select an impasse neutral under §33-81 of the Police Labor Relations Act.
2. The Disability Panel that rules upon applications for disability benefits of members of the bargaining unit shall be selected in accordance with the procedures set out in §33-43A of the Retirement Law, in effect as of October 27, 1997.
    a. The applicant and the County shall submit all medical information pertaining to the medical condition of the applicant to the Disability Review Panel, consistent with procedure and requirements as may be agreed by Lodge 35 and the County. The Panel will inform the parties that the record is complete and of its intent to initiate its review. In

the event that either party wishes to supplement the record upon notice from the Panel that it is prepared to begin its review, the Panel shall set a final date, allowing a reasonable amount of time, to submit additional medical documentation.

b. After the final date for supplementation of the medical record, additional medical information will be considered by the Panel or Disability Arbitration Board only if it pertains to reinjury or modification of the medical condition occurring or diagnosed subsequent to the date the Panel's medical record was closed.

3. The right of appeal shall extend to "any decision" of the CAO affecting a member's right to benefits, rather than only to "the written decision" of the CAO.

4. The certified representative of police officers shall not be obliged to designate an individual to serve as a member of the Disability Arbitration Panel.

5. Section 33-43A (l)(1) of the Retirement Law, in effect as of October 27, 1997, is inapplicable to Lodge 35.

Section F. Amendments. During January 1996, the Employer submitted to the Montgomery County Council the below described amendments to the Employees' Retirement System. [See MOA: *March 25, 1996*]

1. *Section 33-35. Definitions.* A definition of "picked-up contributions" is added, references to picked-up contributions are added to the definitions of "accumulated contributions" and "member contributions", and the definition of "regular earnings" is amended by adding a paragraph which states that the maximum compensation which can be used as regular earnings for the determination of benefits is limited by §401(a)(17) of the Internal Revenue Code, and beginning on July 1, 1996, the limitation is $150,000.

2. *Section 33-37(e) Retirement plans.* In subsection (3)(A), the statement is added that any additional contributions that an employee in the integrated plan must make to reenter the optional plan cannot be treated as picked-up contributions. Subsection (3)(B) is added to state that a member of the integrated plan who is not a member of social security will be treated as if he is a member of the optional plan and will have to pay any additional contributions required under the optional plan.

3. *Section 33-37(g) Transfer from one group to another.* A sentence is added to state that, if a Group D member transfers to Group F, any additional contributions which the employee must make to transfer to Group F may not be treated as picked-up contributions.

4. *Section 33-39 (c) Return of member contributions.* In subsection (3), a statement is added that picked-up contributions will not be refunded to an employee who elects to switch from the optional plan to the integrated plan.

5. *Section 33-41. Credited service.* Subsection (a)(7) is added which states that employee contributions to buy past service cannot receive the tax treatment given to picked-up contributions. Subsection (c) is amended to state that an employee must be given credit for any military service (previously only compulsory service was covered), and states the conditions under which service credit will be given. In subsection (h), language is added to state that the chief administrative officer ["CAO"] may provide regulations to ensure the favorable income tax treatment of picked-up contributions from other State retirement systems. Subsection (i) is changed to reflect that only a vested member may purchase prior service credits. In subsection (j), a reference to §33-45(a) is added, which allows a member to transfer service credit from the State of Maryland and to use it for vesting purposes. Subsection (o) is added to preclude a member from purchasing credited service from a defined contribution plan.

6. *Section 33-42(i) Maximum annual benefit.* Language is added to subsections (1), (5), and (8) to state that the maximum annual benefit must be determined in accordance with §415 of the Internal Revenue Code.

7. *Section 33-43(d) Non-service connected disability retirement.* Previously, a member was not eligible for a non-service connected disability retirement if the individual was eligible for a normal retirement. In subsection (1)(c), this requirement is removed for applications filed after October 15, 1992, because of amendments to the Age Discrimination in Employment Act.
8. *Section 33-44(o) Direct rollover distributions.* This subsection is added to provide for the direct rollover of certain refunds from this retirement system to any other eligible retirement plan.
9. *Section 33-45(a) Eligibility for vesting.* This section is amended to allow a member to use service credit transferred from the State of Maryland for vesting purposes.
10. Section 33-46(e) Spouse's and children's benefits in the event of the death of an active member after eligible for vesting or retirement. Language is added to state that the contributions that the payee is to receive will include picked-up contributions.
11. *Section 33-47(e) Payment of expenses and contributions.* Language is added to this section to clarity the role of the CAO.
12. *Section 33-54. Exemption from execution, garnishment, or attachment.* A new last paragraph is added to comply with Maryland law which regards retirement benefits as marital property that may be divided or assigned upon a separation or divorce. The amendment also provides that these distributions will be made in accordance with the Internal Revenue Code, and requires the CAO to establish forms and procedures to accomplish such distributions.

Section G. Non-Service Connected Disability. The minimum benefit for non-service connected disability shall be 33.33% of final earnings.

Section H. Cost of Living Adjustment for employees who became members of the Employees' Retirement System on or after July 1, 1978.

1. The annual cost-of-living adjustment for employees who enrolled in the Employees' Retirement System on or after July 1, 1978 shall be 100% of the change in the consumer price index up to three (3%) percent and 60% of any change in the consumer price index that is in excess of three percent (3%). However, except as provided in Section H.2 *infra*, the CPI adjustment shall not be more than 7.5%.
2. The existing portion of Retirement Law section 33-44(c)(3): "retired members who are disabled shall not be subject to this maximum and pensioners age sixty-five (65) or older shall also not be subject to this maximum with respect to [the] fiscal year beginning after the date of attainment of age sixty-five (65)" shall remain in effect, except that the maximum shall be "7.5%" as referenced in subsection H.1 above.

Section I. Benefit upon social security retirement age. Upon attainment of the social security normal retirement age, members enrolled in the integrated retirement plans shall receive, 1.65 percent of average final earnings up to the maximum of 30 years and 1.25 percent for credited years in excess of 30, up to the Social Security maximum compensation level in effect on the date of retirement. All other integration provisions shall remain in effect.

Section J. Amount of contributions. For employees in the Optional Retirement Plan, the contribution is 8.5% and for employees in the Integrated Plans, the contribution is 4.75% up to the maximum Social Security Wage Base and 8.5% of regular earnings in excess of the Wage Base.

Section K. Domestic Partner Benefits. Subject to IRS qualification rules and requirements, a domestic partner of a unit member eligible to receive domestic partner (including opposite sex domestic partners) benefits under Article 24 of this agreement shall be eligible to receive retirement benefits, subject to the adoption of legislation submitted by the parties to amend appropriate sections of Chapter 33 of the

Montgomery County Code to the same extent as a "spouse" under the Employees' Retirement System, provided all eligibility requirements are met. This provision shall be renegotiated in the event the IRS determines that the provision violates any rule or requirement.

Section L. Pension Payment Option. At retirement, a member may elect a "pop-up" variation of a Joint and Survivor option with an appropriate actuarial reduction.

Section M. Other Retirement Changes

1. *Disability Retirement - Offset of Earnings*. The Employer will submit legislation to amend Section 33-43(j) of the Code to provide for the following:

   a. A Group F member must not have the member's service-connected disability pension payments reduced by other income received from sources other than County Government employment.

   b. Whenever the chief administrative officer determines that a Group F member, who has not yet reached normal retirement date, receiving non-service connected disability pension payments is engaged in or is able to engage in a gainful occupation paying more than the difference between the amount of disability pension payments and 20% above the current maximum earnings of the occupational classification from which disabled, the amount of the member's disability pension payments may be reduced to the point at which the amount of disability pension payments plus the amount earnable equals 20% above such maximum earnings.

      Whenever a Group F disability retiree's earnings capacity is changed, the amount of non-service connected disability retirement pension may be further modified by the chief administrative officer. The amount of the revised pension must not exceed the original disability retirement pension plus cost-of-living increases or an amount which, when added to the amount earnable by the member, equals 20% above the maximum earnings of the occupational classification from which disabled. For the purpose of this subsection, "disability pension" is the amount of pension payable without the election of a pension payment option.

      The parties further agree that these provisions shall remain a part of the contract.

   c. The parties agree that the Code Section 33-43(h) and (i) shall be interpreted and applied as meaning that an integrated employee who retires on disability shall receive the benefit s/he would have received if there were no integration provisions.

2. *Social Security.* The parties agree to jointly study the effect of Social Security integration on benefits received at Social Security age. The study shall be completed by November 15, 2003.

3. *Spouse's or Domestic Partner's and children's benefits of a member whose death is service-connected.* The Employer will submit legislation to amend Section 33-46(b) of the Code to provide for the following:

   If a Group F member dies while in the service of the County or a participating agency and satisfactory proof that death was the result of injuries sustained in the line of duty or was directly attributable to the inherent hazards of the duties performed by the member is submitted and the death was not due to willful negligence, payments to the spouse, or domestic partner, and children of the member shall equal the benefit that such beneficiaries would have received under subsection (c) of this section had the employee been service-connected disability retired on the date of death. For purposes of this section, the form of retirement shall be a 100-percent joint and survivor pension option. The parties further agree that these provisions shall remain a part of the contract.

   [Note: This reflects new language for Group F. Members. Job Sharers receive full disability benefits. This section is intended to retain that level of benefit in the event of death.]

4. *Trial Retirement.* The Employer shall submit proposed legislation to the County Council that would amend Section 33-38(f) of the County Code to provide for the following, effective July 1, 2005:

   a. to permit bargaining unit employees to participate in the trial retirement option;

   b. to amend Section 33-38(f)(6) to provide that the Chief Administrative Officer must return the member to the position the bargaining unit employee held before retirement if it is still available or to a position with an equivalent salary and grade in the Police Department when such a funded position becomes available; and

   c. to delete Section 33-38(f)(6)(B), which provides that, if the same or an equivalent position is not immediately available, the Chief Administrative Officer must temporarily assign the employee to a special projects office in the Office of Personnel.

5. *Retirement Savings Plan.* The Employer shall submit proposed legislation to the County Council that would amend Section 33-115 of the County Code to permit bargaining unit employees in Group F who have reached the maximum service credits under the provisions of the Employees' Retirement System to transfer from the Employees' Retirement System to the Retirement Savings Plan.

6. For service-connected disabilities effective June 26, 2002 under this subsection, "final earnings" for a Group F member will not be less than average final earnings used in determining the annual pension calculated under Section 33-42(b)(1), except in the case where average final earnings is greater than final earnings due to solely a temporary promotion.

7. The parties agree that the Employer shall submit proposed legislation to the County Council providing that, "For the purposes of retirement benefit calculation, all bargaining unit members shall be credited at the annual salary amounts as if a 4.25% general wage adjustment had been paid in FY-2010."[7]

Section N. Line-of-Duty Death Benefit for Unit Members in Proficiency Grades. All salary and pay based benefits and compensation paid on account of the line-of-duty death of a bargaining unit member holding the rank of POC, PO I, PO II or PO III shall be based on the pay of a PO III with the same years of service, but not less than Pay Grade P4, Step 5.

Section O. DROP. The Employer shall submit legislation to the County Council to amend Montgomery County Code, Chapter 33, Article II to provide for the revisions *infra*.

The DROP under section 33-38A shall be re-established as follows:

The Chief Administrative Officer must establish Deferred Retirement Option Plans, or DROP plans, that allow any employee who is a member of a specified membership group or bargaining unit and who meets the eligibility requirements to elect to retire but continue to work. Pension payments must not be paid to the member while the member participates in the DROP Plan. When the member's participation in the DROP Plan ends, the member must stop working for the County, draw a pension benefit based on the member's credited service and earnings as of the date that the member began to participate in the DROP Plan, and receive the value of the DROP Plan payoff.

(a) DROP Plan for Group F members. "Discontinued Retirement Service Program" or "DRSP" means the DROP program for Group F members.

(1) Eligibility. A Group F member who is at least 46 years old and has at least 25 years of credited service may participate in the DRSP/DROP.

7 Not funded by the County Council, FY 2011.

(2) Application requirements. An eligible employee must apply at least 60 days before the employee becomes a participant. An employee may withdraw a pending application within 2 weeks after submitting the application.

(3) Employee participation and termination. The employee's participation in the DRSP must begin on the first day of a month that begins at least 60 days, but not more than 90 days, after the employee applied and must end 3 years after the employee begins to participate or at an earlier date chosen by the employee. When the employee's participation in the program ends, the employee must stop working for the County and receive a pension benefit.

(4) Employment status. An employee who participates in the program must continue to be a member of the retirement system, earn sick and annual leave, and remain eligible to participate in health and life insurance programs.

(5) Retirement date, retirement contributions, and credited service. The retirement date of an employee who participates in the program is the date when the employee begins to participate in the DRSP, and neither the employee nor the County will make retirement contributions after that date. An employee who wishes to purchase prior service must do so before the employee's participation in the program begins. Sick leave in excess of 80 hours will be credited towards retirement at the beginning of the employee's participation.

(6) Pension benefits.

(A) Before an employee's participation begins, the employee must select a:

(i) pension payment option under Section 33-44 for the regular retirement pension payments; and

(ii) pension payment distribution option for the distribution of the employee's DRSP account.

(B) Pension benefits will not be paid to the employee while the employee participates in the program, but will be deposited in a DRSP account established for the participant by the County. The participant must receive the account balance and the County must close the account within 60 days after the employee's participation in the program ends. *Subject to the IRC, IRS regulations and other law, the employee may direct that the account balance be rolled over into any qualifying account.*

(C) An employee must direct the Board of Investment Trustees to allocate contributions to the employee's DRSP account to be invested in one or more of the investment funds selected by the Board. The investment fund options selected by the Board must conform to all applicable requirements of the Internal Revenue Code. An employee must allocate contributions among the investment funds in percentages of the value of the employee's DRSP account balances. An employee's direction of investment must remain in effect until the employee changes the direction. If an employee does not provide a valid direction of investment, the Board must select an appropriate investment option and invest the DRSP account balances not governed by a valid direction of investment in the investment option.

(D) After the employee's participation in the program ends, the employee's pension benefit will be based on:

(i) the employee's credited service immediately prior to the beginning of the employee's participation in the program, adjusted to include credit for unused sick leave under Section 33-41;

(ii) the employee's average final earnings, excluding earnings during the period of participation in the program; and

(iii) increases in the consumer price index during the period of the employee's participation that would have resulted in an increase in the employee's pension benefit if the employee had not been participating in the program.

(7) Disability Retirement. An employee may apply for disability retirement prior to the termination of the employee's participation in the program. An employee who receives a service-connected disability retirement will receive the balance in the DRSP account less an amount equal to the full actuarial value of the credited service which the employee would have received if the employee had not participated in the program. If an employee's participation in the program ends before a final decision is made on the disability retirement application, the balance of the DRSP account will not be distributed until a final decision is made.

(8) Death benefit. If an employee dies during the employee's participation in the program, the employee's beneficiary will receive:

(A) the death benefit that the beneficiary would have received if the employee had retired on the date on which the employee began to participate in the program, adjusted under subsection (6)(D); and

(B) the balance of the employee's DRSP account.

(9) DRSP account distribution options. An employee may elect to have the balance of the DRSP account distributed as a lump sum or an annuity, or to have some or all paid directly to an eligible retirement plan as a direct rollover distribution. To the extent feasible as determined by the Chief Administrative Officer, an employee alternatively may choose to receive the account balance as periodic payments calculated and distributed as an addition to the employee's regular retirement benefit. If the employee dies before the balance of the DRSP account is distributed, the beneficiary may elect to receive distribution of the balance according to any option described in this paragraph.

Section P. Continuation of Training. The Employer will continue Law Enforcement Officer Safety Act necessary training and opportunity for qualification for all future retirees who are eligible under law.

Section Q. Retirement Election Date. A member must submit written application for retirement at least two weeks before the date elected. The elected retirement date must occur on the first of the month. In extenuating circumstances, the Chief Administrative Officer may waive the two week requirement.

Section R. Future Retiree Health Premiums. The Employer will cause retiree health premiums to be paid in a manner that results in the most favored tax treatment for the retired employee. However, until systems are improved to allow for more frequent adjustments, the adjustment may be made on an annual federal tax year basis.

Section S. Implementation of Sections O, T, and U.

1. In implementing Sections O, T and U, this Article may be modified, after consultation between the parties, if the Internal Revenue Service advises that it jeopardizes the qualification of the *Employees Retirement System.*
2. Communications. To the extent practicable, the parties agree to continue to share all communications (including documents) between either party and the County Council pertaining to implementation of Sections O, T and U and when the parties learn of a meeting of the Council or any of its committees pertaining to the changes, each party will promptly notify the other of the meeting date, time and place.
3. Grievances:
    a. Grievances claiming a violation of § O may be referred by either party to expedited arbitration by providing written notice to the other party within fifteen (15) calendar days after receipt of the CAO response by Lodge 35 or within fifteen (15) days after the expiration of the 75 day period referenced at Article 8, Section C.
    b. An Arbitration under this section shall be held before an arbitrator selected pursuant to Article 8 Section E. The arbitrator shall issue his award within twenty days after the hearing, which shall be held as promptly as the circumstances permit.
    c. In other respects, the procedures set out in Article 8 shall apply.

Section T. The Employer shall submit legislation to the County Council to amend Montgomery County Code, Chapter 33, Article II to provide for the revisions *infra*.

For Group F bargaining unit members in the Optional Non-Integrated Retirement plan, who retires on a normal retirement, the annual pension shall be computed as follows: 2.4% of average final earnings multiplied by years of credited service up to a maximum of 36 years, including sick leave credits. The maximum benefit with sick leave credits shall not exceed 86.4% of average final earnings.

For Group F bargaining unit members in the Integrated Retirement plans, who retires on a normal retirement, the annual pension shall be computed as follows: From date of retirement to the month of attainment of social security age: 2.4% of average final earnings multiplied by years of credited service up to a maximum of 36 years, including sick leave credits. The maximum benefit with sick leave credits shall not exceed 86.4% of average final earnings.

Section U. Attainment of 25 years of Service. The Employer shall submit legislation to the County Council to amend Montgomery County Code, Chapter 33, Article II to provide for the revisions *infra*.

A bargaining unit employee who attains 25 years of credited service shall be eligible to receive an unreduced pension regardless of age.

Section V. Leave Without Pay. The Employer shall submit legislation to the County Council to amend Montgomery County Code, Chapter 33, Article II to provide for the revisions *infra*.

A unit member who is on leave without pay shall have the opportunity to purchase service at the true actuarial cost for up to one year of such absence.

Legislation required under this article shall be submitted to the County Council on or before April 1, 2008 with an effective date of July 1, 2008.

Section W. Provide that, subject to County Council confirmation, the county executive must appoint to the Board of Investment Trustees one voting representative designated by the employee organization certified pursuant to County Code Chapter 33, Article V. This designee must serve indefinitely while remaining the designee of the certified employee representative.

This provision replaces the existing provision providing for a police bargaining unit representative to the Board of Investment Trustees.

The existing restriction on voting in matters involving the County's deferred compensation plan shall remain in effect.

Section X. The parties shall establish a Disability Retirement Study Committee consisting of three Union representatives and three Employer representatives to review disability retirement issues involving unit members of the MCPD. The committee shall meet on or before July 1, 2017, and shall issue a report on November 1, 2017. The Committee shall:

> Study, review, and evaluate disability retirement procedures and processes regarding an employee who retires on disability and is later determined under current law to be no longer eligible for disability retirement.

Those employees attending subcommittee meetings while off-duty may be granted hour- for- hour compensatory time during the administrative pay period in which the meeting occurs, for time spent at the meeting.

[Memorandum of Understanding

The parties herein agree to jointly submit proposed legislation eliminating the mandatory retirement age for Police Bargaining Unit members as provided for in Montgomery County Code, § 33-38(c)-(d). [From 2007 re-opener agreement]]

Article 58 Stress Counseling

Section A. Stress Counseling Program. Stress Counseling Program as provided in **Appendix O** of this Agreement, except that all written notes, tapes, interviews or evaluations or treatment conducted by the Office of Stress Management shall be treated as confidential and shall not be communicated or released to anyone without the expressed permission of the unit member or his/her authorized representative. [See Side Letter: *January 8, 2007*.]

Section B. Employee Assistance Program [EAP]. Unit members shall be eligible for the County's Employee Assistance Program (EAP).

Section C. Critical Incident Response Team (Peer Support Team). The County will provide legal representation to Montgomery County Police officers who make disclosures to, or who are members of, the Critical Incident Response Team (CIRT) in any local, state, and federal civil, criminal, and administrative actions to protect the privilege provided by the Courts and Judicial Proceedings Article, Section 9-109 of the Maryland Annotated Code as amended or other statute. If a conflict exists under the Rules of Professional Conduct, each officer where the conflict exists will be represented by separate counsel. The County will not use information in any administrative investigations or proceeding that a CIRT member obtained from a police officer who communicates with the CIRT member under an understanding of privilege described in the Courts and Judicial Proceedings Article, Section 9-109 as amended. However, if a Montgomery County police officer discloses information outside of the CIRT program, that information may be used as long as the information is admissible within the bounds of law and contract provisions. Information that was disclosed to a CIRT member in confidence or which is privileged may not be used to corroborate, impeach, or otherwise support any non-privileged disclosure in any County administrative proceeding. A police officer participating as a member of the CIRT and acting pursuant to the direction of the psychologist or psychiatrist in charge is acting within the scope of the officer's employment for purposes of the Local Government Tort Claims Act. This agreement does not require the County to have or maintain a CIRT program, but requires the County to provide the protections described in this agreement for officers who participate in the CIRT program whether as member of the CIRT or in seeking service from the CIRT.

Article 59 Family Medical Leave Act

Section A. Integration of Contract Benefits and Conditions with Family Medical Leave Act. The parties agree that FMLA benefits and benefits provided by this Agreement will be integrated in accordance with the following principles:

1. The inclusion of Family Medical Leave in the Agreement will not expand or diminish other leave benefits, unless specifically required by FMLA.
2. Paid leave as provided under the Agreement, unless otherwise provided by law, will also count as FMLA leave if the purpose of such leave is within the definition of FMLA leave.
3. When on leave for an FMLA purpose, an employee will not be required to use any paid leave balance before using leave without pay.
4. The County shall provide all benefits mandated by FMLA.
5. For purposes of this Article, an eligible domestic partner shall be considered the same as a spouse.

Section B. Definitions.

1. *Family and Medical Leave*. Family and medical leave is paid or unpaid leave granted to eligible employees for the purposes stated in the federal Family and Medical Leave Act of 1993.
2. *Eligible Employee*. An eligible employee is an employee who has been employed by the county for a total of twelve (12) months and who has been in a work status for at least 1040

hours in the preceding twelve (12) months. An eligible employee must be allowed to use twelve (12) workweeks per leave year or any combination of annual leave, sick leave, disability leave, parental leave, and leave without pay for any one or more of the following reasons:

a. To care for the employee's newborn or newly adopted child or to care for a foster child newly placed with the employee;

b. To obtain prenatal care for the employee or to arrange for the adoption or foster care placement of a child with the employee;

c. To care for, or arrange care for, any of the following with a serious health condition: The employee's spouse, domestic partner, minor child, adult child incapable of self care, or parent;

d. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

3. *Leave year.* The leave year begins with the first full payroll period of a calendar year and ends with the payroll period in which December 31st falls.

4. *Workweek.* For FMLA purposes, a workweek consists of the average number of hours which the employee works in a week.

5. *Restricted Duty.* An employee on disability leave that is designated as FMLA cannot be required to take a restricted duty work assignment until the employee has exhausted all FMLA leave.

Section C. Integration Provisions.

1. *Use of FMLA leave.*

a. Leave taken to care for the employee's newborn child or child newly placed for adoption or foster care:

(1) Shall be taken within 12 months of the birth, adoption, or foster care placement of the child;

(2) May be used on a continuing basis or, with the approval of the employee's employer, may be used on an intermittent or reduced workweek basis;

(3) At the employee's option, may be paid leave of the appropriate type, or unpaid leave, or any combination of the two;

(4) Shall be unpaid leave if the employee has exhausted all appropriate paid leave;

(5) Is subject to a 30-day advance notice period;

(6) Will not qualify as parental leave under Article 16 *Parental Leave* of this Agreement if the leave is taken to care for a newly placed foster child, or if the employee has exhausted the 720 hours of parental leave provided per 24-month period under Article 16.

b. FMLA leave which does not qualify as parental leave under Article 16 *Parental Leave* of this Agreement may not include sick leave beyond the limitations stated in Article 19 *Sick Leave* §A *Definition.*

c. FMLA leave taken for medical purposes to care for, or arrange care for, a serious health condition of the employee's spouse, domestic partner, minor child, adult child incapable of self care, or parent or because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position:

(1) At the employee's option, may be paid leave of the appropriate type or unpaid leave,

or any combination of the two;

(2) Must be unpaid leave if the employee has exhausted all appropriate paid leave;

(3) May be used on a continuing, intermittent or reduced workweek basis, as needed.

(4) The employer may require an employee to submit medical certification from a health care provider to support a request for FMLA leave for the employee's serious health condition that makes the employee unable to perform the functions of the employee's position, or for the serious health condition of the employee's family member. A request for medical certification must be made in writing and must advise the employee of the anticipated consequences of failing to provide the certification. As provided by the FMLA, medical certification for FMLA leave may be required for any of the following reasons:

   (a) the FMLA leave exceeds five (5) consecutive workdays;

   (b) the employee requests to use any amount of annual leave as FMLA leave and the requested leave would not normally be approved under the standards generally applied to requests for annual leave;

   (c) the employer has a reasonable basis to suspect the employee of FMLA leave misuse or abuse;

   (d) Section G. of Article 19 *Sick Leave and Sick Leave Donor Procedure* or any other provision of this Agreement requires the employee to submit medical certification under the circumstances.

(5) The employer may require medical recertification of a serious health condition of the employee or the employee's family member. Such recertification may be requested verbally, at reasonable intervals, but not more often than every 30 days, unless:

   (a) the employee requests an extension of leave;

   (b) circumstances described by the original certification have changed significantly;

   (c) the employer receives reliable information that leads to a reasonable doubt upon the continuing validity of the original certification; or,

   (d) the employee is unable to return to work after FMLA leave because of the continuation, recurrence, or onset of a serious health condition.

(6) If medical certification or recertification is required, it must be submitted by the employee within 15 calendar days after it is requested by the employer.

(7) If the employer has reason to doubt the medical opinion as documented by the completed medical certification for the serious health condition of the employee or the employee's family member, the employer may after providing reason(s) for such doubt to the employee, require the employee to obtain, at the County's expense, a medical opinion from a second health care provider designated by the Occupational Medical Section. If the two opinions differ, the employer may require a medical opinion from a third health care provider at the expense of the County. The employee and the Occupational Medical Section must jointly agree on the third health care provider, whose opinion is final and binding.

(8) FMLA leave taken for a serious health condition may be taken on an intermittent or reduced work schedule if the medical need can best be accommodated through such a schedule. An employee must attempt to schedule intermittent leave so as not to unduly disrupt the work.

(9) FMLA leave cannot be taken to care for the employee's adult child capable of self-care who has a disability from which complete recovery is expected.

(10) When returning from 15 or more consecutive days of FMLA leave for the employee's serious health condition other than childbirth, the employee may be referred by the employer to the Occupational Medical Section for clearance to return to work.

d. An employee may be temporarily transferred to another position in the department, provided there is no reduction in pay or grade, with equivalent pay and benefits to accommodate an intermittent leave schedule or reduced workweek.

e. Employees must apply for paid FMLA leave in accordance with applicable procedures for the granting of annual leave, sick leave, and parental leave and provide as much advance notice as possible to the employer so as not to unduly disrupt the work unit. When unforeseen events occur, notice of the need to use FMLA leave shall be given as soon as practicable, ordinarily within 1 or 2 working days.

f. As provided in Article 20 *Leave Without Pay* eligible employees must provide advance written notice of intent to use leave without pay for FMLA purposes when the need to use the leave is foreseeable. Employees must otherwise provide such notice as is practicable.

g. Either the employee or employer may designate leave as FMLA leave. The employer should designate leave as FMLA leave if the information available to the employer from the employee indicates that the leave is being taken for an FMLA purpose, and the employee has not requested or otherwise indicated that the leave is FMLA leave. The employer must advise the employee prior to the completion of the period of leave that it has been designated as FMLA leave and the reasons for the designation.

Section D. Limitations on FMLA sick leave usage. FMLA sick leave may only be used for the following FMLA purposes:

1. To care for the employee's newborn or newly adopted child, provided that the leave qualifies as parental leave under Article 16 *Parental Leave* of this Agreement;
2. To care for the employee's newborn or newly adopted child, if the leave does not qualify as parental leave under Article 16 *Parental Leave* of this Agreement, subject to the limitations on family sick leave in Section A. *Definition* of Article 19 *Sick Leave*.
3. To obtain prenatal care for the employee;
4. To care for, or arrange care for, any family member as permitted at Article 19 *Sick Leave*;
5. Because of the employee's serious health condition that makes the employee unable to perform the functions of the employee's position.

Section E. Recording of Family and Medical Leave. Leave used for FMLA purposes will be recorded as FMLA leave, and, as applicable, as annual leave, sick leave, disability leave or leave without pay.

Section F. Relation to Other Benefits.

1. An employee who uses leave without pay under this section will retain all health and life insurance benefits for the entire period of leave without pay. Such employees may defer payment of the employee's share of the cost of such benefits until the employee returns to pay status. If the employee elects to defer such payments, the employer will deduct one-sixth of the total amount owed from the employee's next six paychecks upon return from FMLA leave.
2. The employee must be restored to the same or an equivalent position with equivalent benefits upon return from FMLA leave.

3. An employee who uses FMLA leave under this Article shall continue to accrue seniority for all purposes during the entire period of leave.
4. The use of FMLA leave will not prevent an employee from using other types of accrued or non-accrued leave, subject to the limitations stated in this Article.
5. An employee on disability leave that is designated as FMLA cannot be required to take a restricted duty work assignment until the employee has exhausted all FMLA leave.

Article 60 Career Development Study Committee

Section A. Joint Study Committee. The Study committee shall provide recommendations to the parties for the purpose of reaching further agreement on the components of a career development program. The Committee shall consist of three representatives from the Union and three representatives from the Employer.

[See Side Letter to Article 51 §C.3: *March 16, 1996*.]

Section B. Subjects for Review. The parties shall review in connection with their study the following subjects:

1. Training opportunities and selection
2. Career planning
3. Career counseling

Section C. Career Counseling. The County shall provide career enhancement counseling to each unit member. Such counseling shall occur annually.

Section D. Position Descriptions. The County shall develop maintain a listing of career specialty assignments which shall include the knowledge (including training), skills, and abilities ("KSAs") that are required or desired in order to be eligible for assignment to each specialized position. The completion of the listing shall be subject to the completion of a job analysis, however, as position analyses are completed, the position KSAs shall be placed on the listing.

Section E. Training Announcement. The County shall develop and annually update a listing of all internal training courses and maintain a listing of those external training courses which the Public Services Academy has identified as supporting the Department's training needs. These lists shall be available for review by all officers.

Article 61 Directives and Administrative Procedures

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

Section A. Prior to implementing new directives or rules, or proposed changes or amendments to directives or rules, the Employer shall notify the FOP. The primary subject of any new, changed, or amended directives or rules covered by the article shall not include matters currently addressed in the collective bargaining agreement, or matters proposed by the County and rejected by the FOP at the most recent term negotiations, or matters, the primary subject of which, were taken to mediation by the FOP at the most recent term negotiations. The Employer shall give the FOP notice of new, changed or amended directives or rules by email no less than thirty (30) working days before implementation. The Employer shall forward draft copies of proposed new, change or amended directives or rules to the FOP along with a copy of the current directive(s), or rule (if applicable). Any new directive or rule and all changes or amendments shall be identified in the draft document.

Within ten (10) working days after the Employer emails notice to the FOP, the FOP may email comments to the Employer and/or request a meeting with the Employer to discuss the changes. The Employer shall meet

with the FOP within five (5) work days of the FOP's emailed request. Any comments shall include identification of those specific provisions of the new directive or rule (or the change or amendment to the directive or rule) that the FOP wishes to discuss.

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

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

1. If the Employer agrees that the provision is subject to bargaining, then the Employer shall email the FOP its decision to bargain within five (5) working days of the FOP's demand to bargain and enter into collective bargaining with the FOP over that provision within five (5) working days. If the parties cannot reach agreement, the matter shall be bargained at the earlier of either the next term negotiation [per MCC §33-80(d)] or next Article 31, §G reopener date.

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

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

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

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

Article 62 Sergeants

Section A. All provisions of this agreement shall apply equally to sergeants except:

1. Where inapplicable;
2. Where otherwise provided; or
3. Although the contract pre-empts, where a provision refers to a specific directive, policy, procedure or regulation, such directive, policy, procedure or regulation shall be that which was in effect on September 17, 2000. [See Side Letter: *May 7, 2001* and County and Departmental Memoranda; *October 29, 1998* and *December 22, 1998*.]
4. No provision of this Agreement shall be intended to imply that sergeants either are or are not

exempt under the Fair Labor Standards Act.

Section B. Sergeants who work their primary assignment and who are present at the beginning and end of their workday shall be paid a roll call differential in an amount equal to .5 times their regular hourly rate of pay for each day worked. If a sergeant works either the beginning or end of the work day, but not both, the sergeant shall be paid a differential in an amount equal to .25 times his/her regular hourly rate of pay. If the sergeant is absent or if the hours worked by the sergeant are such that s/he does not earn the full roll call differential, then a unit member who is present at the beginning and/or end of the workday and who performs supervisory tasks in the sergeant's absence shall be paid either .25 or .5 hours roll call pay consistent with past practice.

1. Work assignments shall be delegated in such a way so that no more than two officers per shift earn a cumulative total of .5 hours of differential or pay each workday.
2. Attendance at training, a hearing or other non-routinely recurring assignment shall not be considered an employee's primary assignment. [See Side Letter Ref. Preparation Pay for Other Than Sergeants – March 18, 1996.]

Article 63 Family and Childcare

Section A. Vision; Flex-Schedules. Consistent with the vision of the County's work/life initiative, the parties shall work together to ensure a diverse and equitable workplace built on cooperation, flexibility, openness, respect and trust, where employees can achieve excellence and balance work, career, home, family and community life. In compliance with this vision, whenever practicable, flexible scheduling and job-swapping shall be allowed for parents with child care responsibilities, and for the employees to care for the employee's spouse, domestic partner, adult child incapable of self care, or parent, who live with the employee, subject to the approval of management. Approval shall not be unreasonably withheld or withheld for an arbitrary, capricious or discriminatory reason.

Section B. Leave. For the term of the agreement, the FOP will administer an annual leave transfer program to allow unit members who are co-parents (married or unmarried with a child in common) with other unit members to use the accrued annual leave of their co-parent, with permission of the co-parent, for childcare purposes (dependant children under the age of 13). Annual leave donations are permitted in increments of not less than 40 hours (an hour for hour transfer). Further, unit members who are co-parents shall be allowed to donate sick leave to their co-parent for Parental Leave and FMLA purposes. Unit members are required to obtain approval of leave consistent with current practice. Donated annual leave cannot be transferred back to the donating co-parent.

Section C. Childcare. The parties agree to jointly retain and fund a consultant to conduct a childcare needs assessment survey. The consultant shall report to the parties by June 2009. The parties also agree to establish a joint committee consisting of an equal number of bargaining unit and management members who jointly oversee the consultant's work and provide support for the assessment process. The certified representatives of other county public safety employees shall be invited to participate as members of the joint committee. The committee will make joint or separate recommendations to the parties. If accepted, the recommendations shall be implemented. If either party rejects, the matter shall be reopened for negotiations on or before November 1, 2009, with impasse to follow.

Article 64 Legal Defense and Representation

Section A. The Employer shall provide legal defense and indemnification to employees in any civil action that alleges damages resulting from tortious acts or omissions committed by the employee within the scope of his/her employment with Montgomery County, Maryland, as required by the Local Government Tort Claims Act (LGTCA), Section 5-301 et seq., Courts and Judicial Proceedings Article, Maryland Code.

Section B. In order to be covered, the employee must cooperate with the County Attorney's Office in the

defense of any action.

Section C. Pursuant to the LGTCA, the employee is responsible for any judgment where it is found that the employee acted with actual malice. However, the Employer reviews each case to determine whether it will indemnify the employee in such a situation.

Section D. The Employer shall provide legal representation to unit members regarding acts or omissions committed within the scope of employment with Montgomery County, Maryland, that result in a criminal investigation, grand jury inquiry, or criminal charges, excluding non-incarcerable motor vehicle violations. The Employer shall have no obligation to provide unit members representation for incidents occurring during secondary employment (where the unit member is acting primarily as the employee of the secondary employer) or other incidents outside the scope of employment. The Employer shall not provide legal representation to a unit member regarding a criminal investigation beyond the point when a formal charging document is filed against the unit member.

Section E. The County will provide legal counsel from a list of private criminal defense counsel. The attorneys on the list will be jointly selected by the FOP and the Employer. Either party may remove any attorney from the list at any time, for any reason. When the need for criminal defense counsel arises, the FOP will select an attorney from the list to represent the unit member regarding that particular criminal investigation. The FOP will inform the Employer of the selection of an attorney from the list. The County will pay the reasonable costs and expenses of an attorney selected from the agreed upon list regarding the pre-charge representation of the unit member in that case.

Section F. If the unit member is indicted or otherwise formally charged with a criminal offense (other than a non-incarcerable motor vehicle violation) for conduct occurring within the scope of employment, the Employer shall reimburse the employee for the reasonable cost of his/her legal defense, including appeals, if the member is found not guilty, the charges are dismissed by the court, or the prosecutor enters "nolle prosequi." The employer shall have no obligation to reimburse unit members if the unit member receives probation before judgment, enters a plea of guilty or nolo contendere, or is found guilty.

Section G. If the unit member receives no more than a stet as a result of the criminal charges, the Employer shall reimburse the employee for the reasonable cost of his/her legal defense, excluding appeals. If prosecution is later resumed as a result of a violation of the stet conditions, and if the unit member subsequently receives probation before judgment, enters a plea of guilty or nolo contendere, or is found guilty, the unit member will be obligated to reimburse the County for the monies previously paid in reimbursement of the unit member's legal defense costs.

Section H. Unit members shall utilize the following procedures for obtaining payment or reimbursement from the Employer.

1. The unit member shall apply for payment or reimbursement to Risk Management in a form acceptable to Risk Management and the FOP.
2. Upon receipt of a copy of the application from Risk Management, the County Attorney shall review the application for reasonableness of claimed fees and costs. The County Attorney shall forward his/her recommendations with respect to the reasonableness of the amount claimed to Risk Management, which will forward these recommendations to the employee.
3. If payment of the amount claimed is recommended by the County Attorney, Risk Management will pay the attorney or reimburse the employee.
4. If the payment is not recommended or the amount claimed is reduced by the County Attorney, the unit member, within ten working days after receipt of the recommendations, may apply for reconsideration by the Employer's Self-Insurance Panel. The Panel's decision regarding payment or reimbursement of claimed fees and costs shall be final and non-

grievable.

Article 65 Automatic Vehicle Locator/ Portable Radio Locator

Section A. Automatic Vehicle Locator/Portable Radio Locator. The Automatic Vehicle Locator (AVL) and portable radio locator (PRL) are systems that allow the department to identify the location of police vehicles and portable radios that are equipped with GPS tracking capabilities. This is a critical officer safety tool and will greatly enhance the safety of employees who have fixed mount computers and GPS enabled portable radios. It is the intent of the County to limit the data storage for AVL/PRL to 365 days. In the event that the Employer should decide to change its AVL/PRL data storage requirements, the Union will receive advance notice of this change. [See Side Letter: AVL data is retained for 120 days: *January 28, 2003*.]

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

Section C. Use of AVL/PRL Data.

1. The Employer may only use AVL/PRL data as a basis of discipline where the information was obtained after the Department reviewed a specific incident following:
    a. an external complaint being filed concerning the incident (a non-police Department employee)
    b. a pursuit;
    c. uses of force arising out of the incident that result in injuries to anyone;
    d. a collision involving a police vehicle;
    e. a non-employee's claims of injury arising out of the incident; or
    f. the Employer's reasonable basis to suspect that the AVL/PRL data would show an officer engaged in criminal wrongdoing or serious allegations of misconduct in violation of Department rules and regulations applicable to bargaining unit members. At the time of its review, the Employer shall enter the grounds for its reasonable basis in the log described in 2 or in a related case or investigative file.
2. A log will be kept to record access to all AVL/PRL data. The log will include the:
    a. name of employee accessing;
    b. reason for access;
    c. date data access.

Section D. MPIA. The County agrees that it will deny all Maryland Public Information Act (MIPA) requests for stored AVL/PRL data on the movements and location of vehicles assigned to unit members until and unless a point is reached where court decisions establish that AVL/PRL data is public information subject to release under the MPIA. The County will defend its denials of MPIA requests for stored AVL/PRL data in the trial courts, and will continue to defend these denials in trial courts until and unless court decisions establish that AVL/PRL data is not confidential information. The County may, where appropriate, seek appellate review of court decisions ordering the release of AVL/PRL data, but is not required to do so. If the county chooses not to appeal, the employee shall have the right, as allowed by the Court, to continue the appeal at the employee's own expense.

Section E. Summonses. The County agrees that it will seek court protection from any subpoena or summons seeking stored AVL/PRL data on the movements and location of vehicles assigned to unit members, except for subpoenas issued by a grand jury, or a State or federal prosecutor. The County will seek protection from subpoenas and summonses in the trial courts, until and unless a point is reached where court decisions

establish that AVL/PRL data is not confidential information. The County may, where appropriate, seek appellate review of court decisions ordering the release of AVL/PRL data, but the county is not required to do so. If the county chooses not to appeal, the employee shall have the right, as allowed by the court, to continue the appeal at the employee's own expense.

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

Article 66 Mobile Video Systems

Section A. Implementation.

1. The parties agree to institute a Mobile Video System (MVS) for designated police vehicles utilized for patrol and patrol-related functions. The MVS will accurately document events, actions, conditions and statements made during traffic stops and other incidents. Recordings will be utilized to enhance officer safety, as well as to accurately collect evidence, improve internal reporting, support investigations, enhance prosecutions, support training and accountability. All MVS equipment and recordings are the property of the Montgomery County Police Department, and all original recordings will be handled and treated as evidence.
2. The Employer will seek volunteers to be assigned a vehicle with an MVS. If the number of volunteers exceeds the number of available cameras, assignment of MVS will be made among volunteers on the basis of seniority. If there is an insufficient number of volunteers cameras shall be assigned on the basis of inverse seniority.
3. Notwithstanding section A(2), if an officer has received MVS training and operates a vehicle that is equipped with an MVS, the officer must use the MVS as described in this agreement. Through the administration of Article 35, if an officer is assigned a vehicle already equipped with an MVS, he/she will be trained to use the MVS and will use the MVS in accord with this agreement following training. The fact that a vehicle is equipped with an MVS will not delay the assignment of that vehicle.
4. Use of the MVS will comply with all applicable laws and this agreement.

Section B. Implementation Rules. The program shall be subject to the following:

1. MVS will be mounted in a safe manner.
2. Only officers trained in the proper use of the MVS will use the system.
3. At the beginning of each shift and prior to beginning patrol functions, officers will perform an inspection and function test of MVS components in accord with their training to ensure that the MVS is operating properly. The inspection and function test will include the remote audio transmitter, the camera and its orientation/direction, and the recording mechanism. Any malfunction will in all cases be reported to the officer's supervisor in an expeditious and timely manner. Similarly, vehicles taken out of service for MVS repairs will be returned to service promptly.
4. Officers will wear their audio recording transmitter in the manner consistent with their training at all times while on duty.
5. Participants may, but shall not be required to, use the MVS while off-duty.
6. It is recognized that the duties of a police officer may require the officer to move out of range of the MVS, or that in performing certain investigatory and other functions it may be desirable to do so.
7. The MVS will automatically record when the vehicle's emergency lights are activated, or when the wireless audio transmitter is in operation.

8. The following must be recorded (both video and audio) and officers must not deactivate the MVS (stop the recording) until the situation is completely ended:
    a. Traffic stops
    b. Vehicular pursuits
    c. Priority responses
    d. Prisoner transports (video at a minimum; audio with consent as described below)
    e. Crimes in progress.
9. Officers may deactivate the MVS when:
    a. The incident or event is of such duration that the MVS may be deactivated to conserve recording times; and
    b. The officer does not reasonably believe that deactivation will result in the loss of evidence, and;
    c. The reason for deactivation has been recorded by the officer on the audio portion of the MVS prior to deactivation.
10. Officers may, with or without consent of involved parties, activate the video recording portion of the MVS at any time the officer feels that the recording may have merit. Examples of such uses include but are not limited to, suspicious situations, disorderly conduct, and crime and traffic collision scenes.
11. Officers may, with the consent of involved parties, make audio recordings at any time the officer feels that the recording may have merit. Such use may only be for law enforcement purposes.
12. Prior to audio recording, the equipment must give an audio warning with brief delay. After recording starts, equipment must give a constant visual signal.
13. Video recordings will be made of all prisoners while in transport in an MVS-equipped vehicle (officers must adjust the camera to visually record the prisoner). Officers will request the prisoner's consent to make an audio recording, and if consent is granted, an audio recording will also be made. If a prisoner who is being transported in an MVS-equipped vehicle requests that the audio recorder be activated, officers shall activate the audio recorder.
14. Whenever a recording is made of an event that results in a police report, the reporting officer must note that the recording exists, if known, and, if known, the name(s) of every officer who generated a recording.
15. Officers will not intentionally alter or modify MVS recordings or equipment.

Section C. Review, Storage, Copying, Dissemination and Retention.

1. Management shall have access to recordings for any legitimate matters unrelated to employee performance or discipline, except as noted below in paragraph 2. All recordings will be used for official business only. The Employer shall not externally release any recordings unless required to do so by law.
2. The Employer may only use information contained in a recording as a basis of discipline where the information was obtained after the Department reviewed a specific incident on a recording following:
    a. an external complaint being filed concerning the incident (a non-police Department employee)
    b. a pursuit;
    c. uses of force arising out of the incident that result in injuries to anyone;
    d. a collision involving a police vehicle;
    e. a non-employee's claims of injury arising out of the incident; or
    f. the Employer's reasonable basis to suspect that a recording would show an officer engaged in criminal wrongdoing or serious allegations of-misconduct in violation of Department rules and regulations applicable to bargaining unit members. At the time of its review, the

Employer shall enter the grounds for its reasonable basis in the log described in C or in a related case or investigative file.

Minor administrative infractions discovered during a review under sections 2(b)-(f) above will not result in disciplinary action. Disciplinary action under sections 2(b)–(f) above shall be limited to serious allegations of misconduct.

3. A log will be kept to record access to all recordings. The log will include the:
   a. name of employee accessing recording;
   b. reason for access; and
   c. date recording was accessed.

4. No recording may be used for training purposes without the written consent of all officer(s) involved. Such consent may be withdrawn in writing.

5. The employee recorded and his/her FOP representative must be given timely access to the log described in subsection C normally within 3 business days of a request and before any interview concerning this recording.

6. All recordings will be destroyed after 210 days, unless the recording is, or may reasonably become, evidence in any proceeding. A recording will be retained if the FOP provides notice to the Department within 210 days of its potential use in a hearing.

7. No recording may be used for the purpose of performance evaluations.

8. Officers may review recordings that they generate. A unit member or the FOP may use the recording to rebut or respond to any allegations or charges against bargaining unit members.

9. Except for questioning under Article 43, § F, when any recorded incident or recording of any incident is used in any manner that involves questioning of any unit member by any person or entity, a full and complete copy of the recording shall be provided to the unit member at least one day in advance of such questioning.

10. All original recordings will be handled and stored in a manner that is consistent with existing evidence protocols.

11. Original recordings will not be released unless pursuant to a valid court order.

12. Within 30 days after the parties sign this agreement, the County shall seek an opinion from the Maryland Attorney General to determine whether MVS recordings are subject to release under the Public Information Act.

13. All external requests for copies of recordings, including subpoenas and summonses, will be reviewed by the County Attorney's Office. The County will notify the FOP of all such requests for MVS recordings/data involving unit members and solicit its opinion before determining whether the request will be granted or denied. If the County determines that a request cannot be denied under the MPIA, it will give the FOP an opportunity to file a reverse MPIA action and will not grant the original request until and unless a court orders that the recording/data be disclosed.

14. The Provisions of Article 64 apply to the use of MVS.

15. Except as required by law, no recording of an officer injury, death, or other action shall be released for publication of any kind without the prior express written consent of the unit member. Consent may be withdrawn by the unit member in writing. A copy of each written consent and withdrawal of consent shall be sent by the Employer to FOP 35.

16. Neither this agreement nor any use of MVS shall be construed as a waiver of any constitutional, statutory, civil, or other right by any unit member.

17. Whenever a recording is duplicated, the affected officer(s) will be notified, however, in the event of

an internal investigation, the officer will be notified of the duplication at the earlier of the completion of the internal investigation or at the time the officer is given official notice of the investigation (MCP Form 242).

18. Officers are subject to discipline for violating the provisions herein. Factors such as negligence and intent may be relevant to the extent of discipline.

Article 67 External Review

The parties agree to continue studying, during the term of this contract, their respective proposals for the creation of an external review system for the consideration of external complaints against police officers. The parties have identified a number of complex issues regarding the relationship between an external review process and the LEOBR, the MPIA, the Open Meetings Act, and the due process rights of the participants, arbitrated hearing boards and finality of arbitration board decisions, which issues need to be resolved before an external review system can be adopted.

Article 68 Proposed Legislation Relating to Impasse Procedure

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

The parties shall jointly submit proposed legislation to the County Council that would amend Montgomery County Code Chapter 33, Article V to provide for revisions in Sections 33-81 and 33-82 as specified below:

Section 33-81 Impasse procedure

(a) unchanged

(b) unchanged

(c) Except as set forth below, all disputes over matters subject to collective bargaining shall be resolved by the single final offer package impasse procedure set forth in subsections (a) and (b).

(1) *Reopeners.*

(A) Where the parties agree by the terms of their collective bargaining agreement to bargain, by no later than a date certain that is identified in the collective bargaining agreement, particular matters that are specified in the collective bargaining agreement, the parties will be required to bargain in accordance with those terms. Each of the identified matters will be known as a "reopener matter."

(B) Whenever the parties initiate collective bargaining pursuant to (c)(1)(A), the parties will choose an impasse neutral either by agreement or through the processes of the American Arbitration Agreement, who must make himself/herself available for impasse resolution within thirty days.

(C) If, after bargaining in good faith regarding the reopener matter(s), the parties are unable to reach agreement on one or more of those matters within the length of time specified in the collective bargaining agreement, either party may declare an impasse.

(D) When an impasse is declared pursuant to subsection (c)(1)(C), the dispute shall be submitted to the impasse neutral no later than ten days after impasse is declared.

(E) The impasse neutral shall resolve the dispute in accordance with the impasse procedures set forth in Section 33-81(b), except that:

(i) the dates of that subsection shall not apply;

(ii) the impasse neutral shall require each party to submit a final offer regarding only the reopener matters; and

(iii) the impasse neutral shall select the most reasonable of the parties' final offers no later than ten (10) days after submission of those offers.

(F) For the exception set forth in this subsection (c)(l) to apply, the parties must have identified in their collective bargaining agreement all of the following:

(i) the specific reopener matters to be bargained;

(ii) the date by which bargaining on each reopener matters will occur; and

(iii) the period of time during which bargaining on the reopener matters will occur and after which impasse procedures will be implemented.

(2) *Bargaining over effects of the exercise of Employer rights.*

(A) Whenever the Employer notifies the Union that it intends to exercise any right listed in Section 33-80(b), the exercise of which will have an effect on members of the bargaining unit, the parties will choose an impasse neutral either by agreement or through the processes of the American Arbitration Agreement, who must make himself/herself available for impasse resolution within thirty days. The parties will engage in good faith bargaining regarding the effects of the exercise of the Employer right. If the parties are unable, after good faith bargaining, to bargain to agreement regarding the effect on employees of the Employer's exercise of its right, either party may declare an impasse.

(B) As to an exercise of an Employer right that has a demonstrated, significant effect on the safety of the public, upon declaration of impasse, the Employer may implement its last offer prior to engaging in impasse procedure. Neither party may delay any time requirements of the impasse procedure. The procedure set forth in this paragraph shall not be used in regards to matters that are mandatory subjects of bargaining other than the effects of the exercise of an Employer right.

(C) When an impasse is declared pursuant to subsection (c)(2)(A), the dispute shall be submitted to the impasse neutral no later than ten days after impasse is declared.

(D) The impasse neutral shall resolve the dispute in accordance with the impasse procedures set forth in subsection (b), except that:

(i) the dates of that subsection shall not apply;

(ii) the impasse neutral shall require each party to submit a final offer regarding only the effect on employees of the Employer's exercise of its right; and

(iii) the impasse neutral shall select the most reasonable of the parties' final offers no later than ten (10) days after submission of those offers and shall provide retroactive relief where appropriate.

(E) If a decision has not been issued within twenty (20) days after final offers are submitted to the impasse neutral, the Employer may implement its final offer concerning the effects of the exercise of its right, pending final decision by the impasse neutral.

Section 33-82. Prohibited practices.

(a) The Employer or its agents or representatives are prohibited from:

* * *

(10) Delaying or refusing to participate in the procedures required by Section 33-81(c)(2) following implementation of a final offer regarding the effects of the exercise of an Employer right pursuant to Section 33-81(c)(2)(B).

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

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

Article 69 Flight Officers

Section A. Compensation. Unit members assigned to the Aviation Unit or who perform as pilots, co-pilots, flight officer or observer duties aboard aircraft owned, operated or funded by, or under the control of the County or any County agency, shall be compensated as provided in this Article.

1. All compensation and benefits as provided under this agreement, and
2. A pay differential for all hours worked regardless of flight status:
   a. Pilot and Co-Pilot - $3500 per year.
   b. Observers and Flight Officers - $1500 per year. [8]

Section B. Benefits. Unit members, regardless of assignment, who die as a result of or in connection with an incident involving any aircraft owned, operated or funded by, or under the control of the County or any County agency, shall not be excluded from, or their beneficiaries or estate denied any County provided benefit or insurance payment from the term life insurance benefits provided at the County's expense.

Section C. Impact of flight differentials on other Compensation and Benefits. For purposes of pay and benefits, the differentials created by this Article shall be treated as other differentials under this Agreement; however, these differentials shall be factored into overtime only for use of the skill during hours worked in excess of the regular workday or workweek.

Section D. Limitations. The terms and conditions of this Article shall become effective upon the parties reaching a final agreement on all other aviation unit mandatory subjects of bargaining and the initiation of flight operations by the unit.

Article 70 Health and Wellness

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

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

8. Not funded by the County Council, FY 2011.

Article 71 Employee Benefits Committee

1. Effective July 1, 2015, the parties shall jointly establish an Employee Benefits Committee through October 2015 (which may include UFCW Local 1994 MCGEO and IAFF Local 1664) to study, review, and evaluate the changes in employee benefit administration, including, but not limited to, cost share arrangements for possible implementation no later than January 1, 2017. By mutual agreement the parties may agree to begin meeting prior to July 1, 2015.

2. The Committee shall be composed of three (3) members appointed by the bargaining unit and three (3) members appointed by the County. In addition, each party may appoint one alternate member to the Committee. Either party may remove or replace its appointees at any time.

3. The Union representatives and the County representatives on the Committee shall each appoint a co-chair of the Committee from the three (3) members selected by the County and three (3) members selected by the FOP.

4. The Committee shall meet no less than once monthly and additionally as necessary at the request of both co-chairs upon notice.

5. Either party may appoint one or more consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s).

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

7. This section may be modified by written agreement of the parties.

Article 72 Body Worn Camera System

Section A. A Body-worn Camera means a device worn on the person of a law enforcement officer that is capable of recording video and intercepting oral communications. This article applies to any Body Worn Camera System (BWCS). All recordings and recording devices will be used for official business only. Use of the BWCS will comply with all applicable laws and this agreement. Neither this agreement nor any use of BWCS shall be construed as a waiver of any constitutional, statutory, civil, or other legal right by any unit member.

Section B. The provisions of Article 64 apply to the use of BWCS.

Section C. Location of BWCS. The BWCS will be worn in a manner consistent with department training (industry standards will be considered).

Section D. Use of Recordings.

1. The County will not use BWCS recordings in a discriminatory, arbitrary or capricious manner.

2. BWCS recordings shall not be routinely reviewed for the express purpose of discovering acts of misconduct or instances of poor performance without cause. An employee's supervisor may use BWCS recordings to address performance when cause exists. Any recording used must be reviewed with the subject employee prior to any documentation of performance. Any documented review will be included in the employee's supervisory file. The employee shall have the opportunity to respond in writing to the document. The response shall be attached to the supervisor's document. The employee and the employee's representative shall be provided access to the referenced recording if requested. Performance evaluation shall not be the sole reason for the employer retaining a

recording beyond the agreed upon term.

3. Employees will be provided written notice from their immediate supervisor, or designee, of the County's intent to use BWCS recordings for the purpose of performance evaluations which result in a below average rating in one or more categories. This notice will be given at least four months prior to the end of rating period. Any recording supporting below average performance being referenced within the last four months of a rating period may also be used if the employee received written notice at least 30 days before the conclusion of a rating period. If a recording is referenced from the last 30 days of the rating period, the rating will serve as written notice. Any portion of a recording used by the County for the purpose of documenting below average performance in a performance evaluation will be reviewed with the subject employee and documented as a counseling session in accordance with Article 51, Section D, of the CBA.

4. Employees will be given written notice of the County's intent to rely upon BWCS as a basis of discipline for employees. This notice will be given when an employee is served with their internal investigation notice (MCP 242). The employee will be afforded the opportunity to review BWCS recordings related to the incident being investigated administratively with their selected representative at least five days prior to being interrogated.

5. Employees will be given written notice of the Department's intent to utilize BWCS recordings for training purposes. This notice and opportunity to review the recording, will be provided to the employee at least ten working days before the recording is used in the training venue. An employee captured in the video or audio may object to the use of the recording, in writing, to the Director of the Public Safety Academy (or designee) within five working days of receiving the notice of intent to use the recording for training as to any reason(s) why the he or she does not wish the recording be used. The Director of the Public Safety Training Academy (or designee) will consider any reason submitted by the employee before proceeding with use. The decision shall be based upon a determination as to whether the training value outweighs the member's objection.

6. Employees shall not record non-work related personal activity.

Section E. Release of Video

1. Release of BWCS video in absence of a specific request: The County will provide written notice to the FOP prior to the release of any BWCS recording to the public. In the event of an emergency or a bona fide public safety need the County may provide written notice after the release. This does not include release of recordings in connection with litigation. In events where there is no exigency, an employee captured in the recording may object to the use of the recording, in writing, to the Chief of Police (or designee) within two calendar days of receiving the notice of intent to release the recording as to any reason(s) why he or she does not wish the recording to be released. The Chief of Police (or designee) will consider any reason submitted by the employee before proceeding with the release.

2. The release of recordings of an employee's death or injury shall not occur absent compelling law enforcement related reasons to release the recording or in situations where the release of those recordings are required by law.

3. The County shall ensure that all external requests for copies of recordings, including subpoenas and summonses, will be reviewed for compliance with applicable standards, including those imposed by law or by provisions of this Agreement. The County will maintain a log of all MPIA requests for BWCS video that it receives. The County will make this log, the underlying MPIA request, and the requested recording, available to the FOP for inspection. If the FOP objects to the release of any portion of the recording, it must promptly notify the County of its objection(s) and its intent to file a "reverse MPIA" action if the County decides to release the requested recording. The County will promptly notify the FOP of any decision to release the requested recording and the date and time of that release, unless the FOP first serves the County with a "reverse MPIA" action it has filed in a court of competent jurisdiction. The parties will make all reasonable efforts to provide each other with expeditious notice under this section given the relatively short time limits in the MPIA and its overall policy of providing the public with prompt access to public records without unnecessary delay.

Section F. Retention of Data

1. All BWCS recordings will be destroyed after 210 days, unless the Department deems it necessary to retain the recording for a longer period of time.

2. An employee may elect to save BWCS recordings for longer than 210 days if the recording was used to support a performance evaluation which resulted in a single category being rated as below requirements.

3. If an employee activates a BWCS generating a recording of a prohibited use or that is not a law enforcement related encounter or activity, the employee shall notify his or her supervisor promptly. Recordings deemed by the County to be recorded inadvertently and which are of no legitimate purpose to the County, shall be destroyed expeditiously.

Section G. Access to Recordings

1. A recording made by an employee may be reviewed by the recording employee for any work related reason, including but not limited:

a. to ensure the BWCS system is working properly.

b. to assist with the writing of a report or other official document.

c. to review/critique his or her own performance.

d. to review/prepare for court.

e. to respond to a civil suit, criminal investigation (if the employee is the subject of the investigation), citizen or administrative complaint; the employee shall have the ability to review their BWCS recording of the subject incident prior to making a statement.

2. Employees are not allowed to view another employee's recordings except for a work-related reason which is authorized by their supervisor,

3. An employee or the FOP shall have access to a BWCS recording that is directly related to any administrative investigation, or civil suit (where the employee is a named defendant).

4. When a recorded incident or recording of an incident is used to question an employee during a formal internal investigation, access to all BWCS recordings related to the incident shall be provided to the employee at least five working days in advance of such questioning.

5. Management shall have access to recordings for any legitimate matter.

6. A log will be kept to record access to all recordings. The log will include the:

a. name of employee accessing the recording;

b. reason for access with reasonable clarity ;

c. date recording was accessed, and

d. the length of time it was viewed.

7. The employee recorded must be given timely and ongoing access to the log.

Section H. General Use

1. The County shall provide work time for employees to perform a function test of the BWCS in accordance with the manufacturer's recommendations and department policy.

2. Employees discovering a BWCS malfunction shall promptly report the malfunction to a supervisor.

3. If employees are unable to begin recording with the BWCS due to circumstances making it unsafe, impossible, or impractical to do so, employees shall begin recording with the BWCS at the first reasonable opportunity to do so.

IN WITNESS, WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives as of the date(s) indicated below.

Fraternal Order of Police
Montgomery County Lodge 35

Lee Holland
President

6/29/2022
Date

Torrie Cooke
Chief Negotiator

June 29, 2022
Date

Montgomery County Government
Montgomery County, Maryland

Marc Elrich
County Executive

7/1/22
Date

Jennifer Harling, Esq.
Chief Labor Relations Officer

6/30/22
Date

Marcus G. Jones
Chief of Police

6/30/2022
Date

Approved for form and legality by:

Edward E. Haenftling, Jr.
Associate County Attorney

6/30/2022
Date

TABLE OF CONTENTS

Appendix	*Title or Subject*	*Contract Article*
A	Prevention of Substance Abuse/Employee Rehabilitation Procedure, Amended	4
B	Detective Grievance Settlement dated February 13, 1994	10
C	Inclement Weather/General Emergencies, dated December 10, 1990	15
D	Heath Insurance Option (MCPS "Choice" Plan)	24
E	Workers' Compensation Commission Employee Claim Form	17
F	Sick Leave Donor Program, deleted July 1, 1996	19
G	Medical Examination	23
H	Internet, Intranet & Electronic Mail Use	7
I	Issued Clothing and Equipment for Sworn Officers	30
J	Laundry and Dry Cleaning Procedures – DD 85-13	30
K	Notice of Election of Hearing Board	43
L	Internal Investigation Notification, MCP Form 242, rev. 3/97	43
L2	Statement of Charges	43
M	AP No. 4-19, Reduction-in-Force, dated May 7, 1984	50
N	Interim AP No. 4-17, Furlough, dated December 4, 1991	50
O	Stress Management Program • Administrative Leave – DD 83-07 • Stress Intervention Program Referral Techniques • Supervisor's Handbook	58
P	AP No. 4-34, Compressed Workweek, dated January 27, 1994	15, Sect. A.6
Q	Modified Compressed Work Hours - Special Assignment Teams	15, Sect. A.6
R	Memorandum of Understanding on Permanent Shift Implementation	15, Sect. T
S	Healthcare Open Access Feature	24, Sect. F
T	Uniform Salary Schedule	
U	Traffic Stop Documentation Memorandum	

APPENDIX A [Article 4]

PURPOSE

1.0 To establish a policy to deal with employee drug/alcohol abuse.

1.1 To provide guidelines for dealing with employees whose job performance may be affected by drug/alcohol use.

1.2 To establish conditions under which employees may be subject to drug/alcohol testing.

1.3 To establish procedures for conducting drug/alcohol testing.

1.4 To establish training and education programs for employees on drug/alcohol abuse topics.

1.5 To establish procedures which encourage employees to seek treatment for drug/alcohol abuse problems.

DEFINITIONS

2.0 *CERTIFIED LABORATORY* - A laboratory which has been certified by the State of Maryland and by the U.S. Department of Health and Human Services to perform job-related forensic testing for drugs and alcohol.

2.1 *DRUG/ALCOHOL ABUSE* - The use of illegal drugs, or the misuse of drugs or alcohol.

2.2 *DRUG/ALCOHOL TEST* - A procedure to determine if a blood, breath, or urine specimen contains drugs, alcohol, or the metabolites of drugs or alcohol.

2.3 *EMPLOYEE ASSISTANCE PROGRAM (EAP)* - A program which offers confidential counseling services to employees, and referral to other resources for treatment. Employees do not pay any fee for the services of EAP counselors. Employees may obtain EAP services on their own or be referred to the EAP by their supervisors or by Occupational Medical Section staff.

2.4 *EMPLOYEE MEDICAL EXAMINER* - A qualified physician designated by the Occupational Medical Section (OMS) who shall act as the Medical Review Officer.

2.5 *ILLEGAL DRUGS* - Substances which are illegal to possess without a prescription under local, state, or federal law. Section 4.0 L of this procedure lists illegal drugs for which applicants and employees will be tested. Employees may also be tested for illegal substances not listed in Section 4.0 L if information available to the Department or the Occupational Medical Section indicates that this is necessary.

2.6 *REASONABLE SUSPICION* - The evidentiary standard which must be met before a "for cause" drug/alcohol test is required of an employee. In order to meet this standard, the police chief or designee must determine, based on specific objective facts and reasonable inferences drawn from those facts, that there is a reasonable basis to suspect that a test would show that the employee has drugs/alcohol in his body.

2.7 *COUNTY PROPERTY* - For the purposes of this procedure, County property means the Executive and County Office Buildings and all police facilities.

POLICY

3.0 Employees must not have illegal drugs in their bodies while at work. Employees must not take illegal drugs or abuse prescription drugs while on duty, on County property, or in a County vehicle.

3.1 Employees must not consume alcohol while at work or on duty. Employees must not be impaired by, or under the influence of, alcohol while at work, on County property, or on duty. For the purpose of this procedure, impairment shall be indicated by a blood alcohol concentration of .05%, and under the influence shall be indicated by a blood alcohol concentration of .10%. Employees who are required to maintain a commercial driver's license as a condition of employment must meet the standards for alcohol stated in § 3.2.

3.2 Any employee who is required to maintain a commercial driver's license as a condition of County employment must not, while operating a vehicle, have alcohol in the body beyond the established cutoff level in a test for the presence of alcohol. The established cutoff level is .02%.

3.3 Employees will not operate County vehicles or heavy or dangerous equipment with illegal drugs in their bodies or while impaired by, or under the influence of, alcohol. Employees must not operate privately-owned vehicles with illegal drugs in their bodies or while impaired by, or under the influence of, alcohol, if such operation occurs during the employees' work hours or shift.

3.4 Employees who are required to drive County vehicles or operate heavy or dangerous equipment must not consume alcoholic beverages during their lunch or other breaks, or within four hours of the start of their work day or shift.

3.5 Employees must not consume alcohol or have open containers of alcohol in County vehicles, or in any private vehicle which is being used by an employee during the employee's work hours or shift.

3.6 Employees must not possess, manufacture, sell, offer for sale, give or purchase illegal drugs while on duty, on County property, or in a County vehicle.

3.7 Employees must not take, for their own use or for sale, drugs prescribed for other persons with whom they come in contact in the course of the performance of the duties of their positions.

3.8 Employees must not take, for their own use or for sale, drugs or alcohol for which they are responsible as part of their duties.

3.9 An employee must not obtain alcohol or drugs by promises of favors or threats based on the authority of the employee's position with the County.

3.10 Employees must not adulterate, tamper with, or substitute a different urine specimen for a drug/alcohol test.

3.11 Law enforcement officers may transport alcohol or illegal drugs in official or private vehicles, and consume, possess, offer for sale, sell, give or purchase illegal drugs or alcohol, provided that such actions are taken in accordance with applicable laws and regulations to further law enforcement objectives.

3.12 Employees are encouraged to obtain treatment for drug/alcohol abuse and to use the counseling and referral services offered by the Office of Stress Management of the Department of Police.

3.13 Employees who seek treatment for drug/alcohol abuse may be allowed to use their accrued sick and annual leave, compensatory time, or leave without pay to obtain treatment.

3.14 Employees who obtain treatment for drug/alcohol abuse on their own initiative will not be subject to disciplinary action, absent evidence that they have violated this procedure, federal, state, or local law, or County or Departmental regulations.

3.15 Employees must report to their supervisors when they have taken, or intend to take, any drug which they may reasonably expect to affect their performance. Employees should ask their physicians about how prescription drugs may affect their performance, and read any warnings printed on prescription drugs. Employees are encouraged to read warnings printed on non-prescription drugs. The supervisor should consult the OMS or other resources regarding potential effects and recommendations concerning driving restrictions.

3.16 Employees who are convicted of a drug/alcohol related offense which occurred in the workplace, on County property, while on duty, or while operating a County vehicle or equipment must report such conviction to their supervisors within five calendar days. Conviction includes probation before judgment, a plea of *nolo contendere*, or any imposition of a sentence for being under the influence of, or for having manufactured, distributed, dispensed, used, or possessed any controlled substance, including alcohol.

3.17 [Reserved.]

3.18 [Reserved.]

3.19 Employees who are required to maintain a commercial driver's license as a condition of employment and who are charged with or convicted of a drug/alcohol related offense must report any such charge or conviction to their supervisors within five calendar days. Conviction includes probation before judgment, a plea of *nolo contendere*, or any imposition of a sentence for being under the influence of, or for having manufactured, distributed, dispensed, used, or possessed any controlled substance, including alcohol.

3.20 Subject to the evidentiary standards contained in this procedure, employees who are suspected of violating this policy may be required to submit to drug/alcohol testing.

3.21 Employees who violate this policy may be required to submit to periodic drug/alcohol testing as a condition of keeping their positions, or in lieu of disciplinary action.

3.22 Employees who violate this policy may be subject to disciplinary action up to, and including, termination or dismissal. Disciplinary actions will be taken in accordance with applicable laws and regulations, including the Personnel Regulations, collective bargaining agreements, and the Law Enforcement Officers' Bill of Rights.

GENERAL

4.0 *DRUG/ALCOHOL TESTING*

A. For Cause Testing

1. The police chief or designee may direct an employee to submit to drug/alcohol testing if, after reviewing the information presented by the employee's supervisor, the chief has reason to believe or suspect that a test would confirm that an employee has drugs/alcohol in his or her body. The police chief or designee may delegate this responsibility to individuals in the Department who have received training as required by this procedure. Whenever possible, two supervisors at the work site should observe the employee, or review the information about the employee, prior to presenting this information to the police chief or designee.

2. Prior to requiring that an employee be tested the police chief must have "reasonable suspicion," which is defined as objective facts which, when taken with the reasonable inferences drawn from those facts, provide a reasonable basis to suspect that a test would show the presence of drugs/alcohol in the employee's body.

3. Employees must be placed in an appropriate leave status or assigned appropriate light duties until the results of the test are known. If the results of the drug test are negative, any sick leave, annual leave, or compensatory time which the employee used will be restored. An employee placed on leave without pay will be reimbursed for lost wages and benefits if the test is negative.

4. A blood sample and urine sample will be obtained from the employee to be tested.

B. Random Testing - Police officers assigned to specialized units, the primary purpose of which is the investigation of drug-related offenses, will be subject to random urine tests to detect the use of drugs.

C. Follow-up Testing - Employees may be subject to periodic drug/alcohol urine tests for a period of not less than 12 months and no greater than 60 months (usually the time for periodic urine tests for alcohol abuse alone shall not exceed 18 months) under the following conditions:

1. The employee refused to be tested, has a confirmed positive drug/alcohol test result, or the employee's drug/alcohol abuse has been confirmed either by the employee's admission of such abuse, or other objective evidence of such abuse; and

2. The Department has determined that the employee will be subject to disciplinary action or will not be allowed to resume the full range of the duties of his position unless the employee has completed the treatment recommended for the drug/alcohol abuse and has demonstrated through periodic drug/alcohol testing over a specified period that the treatment was successful.

D. Test Forms/Information - An employee who is tested for drugs/alcohol will be furnished with pre-printed information sheets which describe the test and the use of test results. Employees will be given a carbon copy or photocopy of each completed form. Because laboratories will not perform drug/alcohol tests unless the employee completes and signs the required forms, a refusal by an employee to complete and sign the required forms will be considered a refusal to submit to testing.

E. Collection of Specimens - Specimens for drug/alcohol testing will be taken under controlled circumstances which reduce the opportunity to tamper with the specimen or substitute a different specimen, with reasonable accommodations to privacy. The Occupational Medical Section or other collection site authorized by OMS will ensure that specimen collection is conducted in accordance with the procedures established by the U.S. Department of Health and Human Services, and that the specimen is properly identified, protected from contamination or tampering, and that the chain of custody is protected and recorded.

F. Requirements for Laboratories Which Conduct Forensic Testing for Drugs/Alcohol - Tests will be conducted only by laboratories certified by the State of Maryland and by the U.S. Department of Health and Human Services to perform job-related forensic testing for drugs/alcohol.

G. Substances Tested

1. A urine specimen obtained for drug/alcohol testing will be subject to an immunoassay screen for the following substances:

Amphetamines
Barbiturates
Benzodiazepines
Cannabinoids (Marijuana)
Cocaine
Ethanol (Ethyl Alcohol)
Methaqualone (Quaalude)
Methadone
Opiates
Phencyclidine (PCP)
Propoxyphene (Darvon)

2. If the immunoassay screen for the substances listed in § 4.0(G.1) is positive, a confirmation test using gas chromatography/mass spectrometry (GC/MS) will be conducted. The presence of ethyl alcohol will be confirmed by either gas chromatography/mass spectrometry (GC/MS) or gas chromatography (GC).

3. If information available to the Department or Occupational Medical Section indicates that it is necessary, a specimen may be tested for any controlled dangerous substance included on the schedules contained in Maryland Annotated Code Article 27, § 279.

4. Specimens may also be tested to determine if they have been diluted or adulterated.

5. Blood specimens will be tested by gas chromatography (GC) to determine the blood alcohol concentration.

H. Drug/Alcohol Test Results

1. The laboratory will report test results in writing to the Employee Medical Examiner.

2. A positive test result indicates that the presence of a substance was measured, and confirmed, at or above a predetermined cutoff level. If a substance is present at a level below the predetermined cutoff, the test result will be reported as negative. The cutoff levels are those established for the substances by the National Institute on Drug Abuse (NIDA) or by the test manufacturer.

3. Positive drug/alcohol test results will be reviewed by the Employee Medical Examiner along with the employee's medical history, and other relevant information. An employee may be asked to submit documentation from the treating physician if the Employee Medical Examiner believes that the test results may have been influenced by prescription drugs or other medications or treatments.

4. If the Employee Medical Examiner determines that there is a legitimate medical explanation for a positive test result and no evidence of drug/alcohol abuse, the test result will be reported to the Department as negative.

5. A positive test result will be reported as confirmed only after the Employee Medical Examiner has reviewed the medical history and other information offered by the employee and has concluded that the test results were due to the use of drugs or alcohol in violation of this procedure.

6. The Occupational Medical Section will report whether test results were negative or confirmed positive to the police chief or designee and to the employee. The results will be discussed with the employee first unless the Occupational Medical Section is unable to reach the employee.

7. For "for cause" testing, the blood alcohol concentration will also be reported.

8. For follow-up testing or for any type of testing for employees who must maintain a commercial driver's license as a condition of employment, test results will be reported as confirmed positive for alcohol if the urine alcohol concentration is above .02%, the established cutoff level for the test.

9. An employee who has a confirmed positive test result will be given a copy of the laboratory report, either in person or by certified mail at the address given by the employee on Form #1, *Authorization to Obtain Specimen for Drug/Alcohol Testing*. This must be done by the Occupational Medical Section within 30 calendar days of the date on which the specimen was collected.

10. If an employee who has a confirmed positive test result elects to have an independent confirmation test conducted and the result of the independent confirmation test is negative, the test result will be considered negative, and reported as negative, and the employee will be reimbursed for the cost of the test.

11. Drug/alcohol test results will be maintained by the Occupational Medical Section as part of employee medical records. They will be treated as confidential medical information and will be disclosed only to the following individuals:

    a. Those who have a bona fide need to know in order to make an administrative decision on the basis of the information, which may include the police chief, the employee's supervisor, and appropriate individuals in the Personnel Office or County Attorney's Office.

    b. The labor organization or other representative of the employee, if the employee provides written authorization for such release.

    c. Those to whom release is required by law, or authorized by the employee.

12. Any specimen which tests positive for drugs/alcohol will be preserved frozen by the laboratory for a period of one year, or until all actions or appeals resulting from the positive test result are exhausted.

I. Repeat Tests - If the Employee Medical Examiner determines that the results of the test may have been affected by prescription drugs or other substances to which the employee was exposed, the employee may be asked to submit a second specimen, and the results of the first test will be disregarded. A retest may also be required where the first specimen was lost, contaminated, or taken under questionable circumstances. An employee who is directed to undergo a repeat test will be given a written statement by the Occupational Medical Section setting forth the reason(s) for the repeat test.

J. Refusal to Take Drug/Alcohol Test

1. Law enforcement officers who refuse to be tested are subject to the provisions of the Law Enforcement Officers' Bill of Rights.

2. An employee who refuses to be tested may be placed in an appropriate leave status or assigned appropriate light duties until the Department has determined that the employee's performance will not be affected by drug/alcohol abuse.

3. The police chief may refer an employee who refuses to be tested to the Occupational Medical Section for a fitness-for-duty examination.

K. Consequences of Positive Drug/Alcohol Test Results

1. For an employee, a confirmed positive test result for illegal drugs is a violation of this policy.

2. For an employee who must maintain a commercial driver's license as a condition of County employment and for an employee subject to follow-up testing, a confirmed positive test result for alcohol is a violation of this procedure. For other employees, a confirmed positive test result and a blood alcohol concentration which indicates that the employee was impaired (.05%) or under the influence (.10%) is a violation of this procedure.

4.1 *ADVERSE ACTIONS FOR VIOLATION OF THIS PROCEDURE*

A. Probationary employees without merit system status who violate this policy may be subject to termination.

B. An employee who violates this policy may be subject to termination for failure to meet the medical requirements of his/her position. Prior to making a decision or taking an action based on the medical findings, the chief administrative officer or designee must determine if the problem is correctable and if reasonable accommodation could be made in accordance with the County's policy on the employment of the handicapped or disabled.

C. An employee with merit system status who violates this policy will be subject to appropriate disciplinary action, up to and including dismissal. In determining what disciplinary action is appropriate, the Department must take into consideration the following factors:

1. The nature and seriousness of the violation, including the actual harm caused and the potential harm that could have been caused by the violation.

2. The employee's position and the relationship of the violation to the employee's duties and responsibilities.

3. Whether other laws, regulations and policies, including Departmental regulations were violated.

4. The employee's work record and previous disciplinary actions.

5. Whether the employee has sought or is willing to seek treatment or rehabilitation.

D. The police chief may, as an alternative to discipline or in addition to discipline, require the employee to be assessed for a substance abuse problem through the Occupational Medical Section, the EAP, or other resource, to complete any recommended treatment or rehabilitation, to submit documentation of successful completion of the recommended treatment or rehabilitation program, and submit to follow-up drug/alcohol testing.

4.2 *EMPLOYEE RIGHTS*

A. An employee subject to any type of drug/alcohol testing must be advised ofthe following, prior to the collection of the specimen:

1. The reason(s) for requiring the test;

2. If he/she refuses to be tested, that he/she may be subject to disciplinary action;

3. The name and address of the laboratory that will perform the test;

4. That, if the result of the test is confirmed as positive, he/she is entitled to have a test conducted on the same specimen by a different certified laboratory at his/her own expense.

B. An employee who has a confirmed positive drug test result must be given the following, either in person or by certified mail, within 30 calendar days of the date on which the specimen for the drug test was taken:

1. A copy of the laboratory report;

2. Notice that he/she is entitled to have a test conducted on the same specimen by a different certified laboratory at his/her own expense;

3. A copy of this policy, and any applicable Departmental regulation or procedure; and

4. If applicable, written notice of the Department's intent to terminate, or take disciplinary action against the employee, or change the conditions of employment.

C. If the result of the independent confirmation test requested by the employee is negative, the test result will be considered negative, and reported as negative, and the employee will be reimbursed for the cost of the test.

D. If the Department interviews or questions a bargaining unit employee about his drug or alcohol use or the possible violation of this procedure, the employee must be notified of and accorded the right to representation by the Fraternal Order of Police, if the employee requests such representation. The employee will be given a reasonable period of time to obtain representation but no longer than two hours.

E. If the employee requests representation, the Department must allow a bargaining unit employee to be represented in any meetings or discussions between the employee and the Department regarding whether the employee will agree to undergo treatment in lieu of discipline or as a condition of retaining his/her position.

4.3 *APPEAL RIGHTS* - An employee who is disciplined or whose conditions of employment are changed as a result of refusal to take a drug/alcohol test or for violation of this policy may appeal such actions in accordance with the provisions of the Law Enforcement Officers' Bill of Rights or by filing a grievance under the provisions of this Agreement, as applicable.

4.4 *REMOVING EMPLOYEES FROM THE DUTIES OF THEIR POSITIONS*

A. When an employee is found to have violated this policy, the Department must place the employee in an appropriate leave status or assign the employee appropriate light duties until the Department has taken disciplinary action against the employee, or is satisfied that the employee has successfully completed the recommended treatment program, if any.

B. The Department may also require the employee to submit to follow-up drug/alcohol testing for a period of not less than 12 months and no greater than 60 months (usually the time for periodic urine tests for alcohol abuse alone shall not exceed 18 months) as a condition to resuming the duties of his/her position. The employee may be required to sign an agreement to successfully complete the recommended treatment program for the drug/alcohol abuse problem, submit documentation of successful completion of the recommended treatment or rehabilitation program, and submit to follow-up testing as a condition to being allowed to resume the duties of his/her position. An employee who fails to comply with the terms of the agreement will be subject to disciplinary action or termination in accordance with the terms of the agreement or appropriate regulations.

4.5 *EMPLOYEES WHO REFER THEMSELVES FOR TREATMENT*

A. Employees who refer themselves for treatment for drug or alcohol abuse will not be subject to disciplinary action, absent other evidence of violation of this policy, federal, state, or local law, or County or Departmental regulations.

B. Such employees may be granted leave without pay, or allowed to use their accrued leave to obtain treatment. Requests for leave for such purposes will be regarded as confidential and the employee's supervisors will not divulge to others the reason for the employee's absence.

C. An employee may be granted two hours of administrative leave to confer with EAP staff, with the approval of the supervisor.

MEMORANDUM

February 13, 1984

TO: Walter Bader, President, Fraternal Order of Police, Lodge 35

FROM: Lewis T. Roberts, Chief Administrative Officer

SUBJECT: Contract Grievance -

The following is a response to a contract grievance filed by the Fraternal Order of Police (FOP), Lodge 35, on December 17, 1983, and submitted for review to this office consistent with Section V, Contract Grievance Procedure, Paragraph C, Second Step of Grievance Procedure, of the Collective Bargaining Agreement.

Summary of Grievance

Police Officer III scheduled days off were changed during the week of November 27, 1983, from Sunday, November 27, 1983 and Monday November 28, 1983, to Sunday November 27, 1983 and Friday December 2, 1983, as a result of a Circuit Court summons for Monday, November 28, 1983. PO III has requested payment of court time compensation (a minimum 3 hours overtime) for his court attendance on a regularly scheduled day off.

Discussion of Issue

The net effect of requiring PO III to work on Monday, November 28, 1983, was to require the officer to appear in court on a day which was otherwise scheduled as a regular day off. Section VI, Court Time, of the Collective Bargaining Agreement states in part:

> "Each officer attending court on his or her regular day off or during non-regularly scheduled working hours shall be guaranteed minimum compensation of three (3) hours at the rate of one and one-half (1.5) times the members regular hourly rate ..."

Court attendance on a previously scheduled, i.e. regular, day off therefore entitles Officer to a minimum three hours compensation at the overtime rate. No further overtime is required for work performed on Monday, November 28, 1983, as the officer was given an alternate day off.

Decision

It is my understanding that Officer has previously received one and one half hours overtime for work performed on the day in question, therefore the Department of Police is directed to pay Officer an additional one and one half hours at the overtime rate, consistent with the minimum compensation for a court appearance covered by Section VI, Court Time, of the bargaining agreement.

LTR:bjm

APPENDIX B

Inclement Weather/General Emergency Policy

Purpose

To ensure proper notification, communication, compensation and work status of County government employees when public services may be limited due to inclement weather or other unusual conditions.

Definitions

1.0 Administrative Leave - paid leave granted to employees who are not required to work during a General Emergency or exigency.

1.1 Essential Employees - employees in designated job classes/positions required to perform work during a period of General Emergency.

1.2 Exigency - any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency localized to a particular service or building, due to inclement weather or other unusual conditions, which require specific government offices to close and specific public services to be limited or discontinued.

1.3 General Emergency - any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency, due to inclement weather or other conditions, which require that government offices close and public services be limited or discontinued.

1.4 General Emergency Pay - compensation at the regular rate (pay or compensatory leave) in addition to regular pay received by those employees who are required to work only during the period of a general emergency.

1.5 Liberal Leave - paid or unpaid leave (annual, compensatory or leave without pay) taken by an employee which is unscheduled and is permitted based upon a declaration of inclement weather or other condition by the County Executive, Chief Administrative Officer or designee. Liberal leave does not require prior approval of the supervisor, however, supervisors are to be notified of the leave status of the employee within the scheduled work day.

APPENDIX C

1.6 Non-Essential Employees - employees not required to perform work during a period of a general emergency. This includes employees not in job classes/positions designated under this procedure (Appendix I) as ESSENTIAL.

1.7 Normal Business Hours - Monday through Friday. 8:30 a.m. to 5:00 p.m.

Policy

2.0 In the event of inclement weather conditions (such as, snow, ice, severe storm or hurricane warnings) employees will be notified of the opening/closing of government offices through public service announcements on local radio/television stations. If inclement weather conditions arise during the course of normal business hours, and a general emergency or liberal leave period is designated, employees will be notified through departmental channels.

2.1 Public service announcements will be made over the following radio stations:

WMAL	630	AM
WTOP	1500	AM

In addition to the above stations being specifically notified, the Associated Press (AP) and United Press International (UPI) wire services will be notified for distribution to all subscribing radio and television stations in the Washington D.C. metropolitan area.

2.3 Due to the changing nature of weather conditions, specified times for the determination and announcement of employee reporting requirements cannot be guaranteed. The County will attempt to give employees the earliest possible notice and will remain cognizant of commuting times and work schedules.

2.4 Public announcements of reporting requirements will be limited to general emergencies and authorization for liberal leave. Public announcements will not be made for exigencies resulting in the closing of specific government offices.

2.5 Notice of early closings occurring during the course of normal business hours will be announced by the Personnel Office.

APPENDIX C

2.6 Announcement of a general emergency will require all employees previously designated as essential to report to work as scheduled. Only employees required to work during a general emergency will receive Emergency Pay. Non-essential employees will be placed on administrative leave for the period of their work schedule covered by a general emergency.

2.7 An announcement of liberal leave permits employees to use leave when reporting late, leaving work early or electing to remain at home. Employees at work must notify their supervisor prior to leaving work when a liberal leave policy is in effect. Supervisors must not take adverse actions against employees electing to use leave under this policy who are not otherwise designated as essential or have not been specifically directed by a supervisor to be at work. Essential employees are permitted to use liberal leave only when inclement weather causes the employee to report late.

2.8 The designation of a General Emergency or period for which liberal leave is in effect is at the discretion of the County Executive, Chief Administrative Officer or designee. In making these determinations, weather, road conditions, and school closings will be factors which will be taken into consideration.

2.9 Whenever possible, requests for annual leave to be used to attend to children during school "snow days" (closings, late openings, and early dismissals) should be favorably considered. The amount of leave granted should be commensurate with the school schedule.

2.10 During a period of a General Emergency:

A. Employees designated as essential or who are otherwise required to report to work as scheduled must receive Emergency Pay;

B. Employees designated as non-essential shall receive their regular pay if working or be placed on administrative leave;

C. Employees on scheduled paid leave (such as annual, compensatory or sick leave) shall be placed on administrative leave;

D. Employees on a regular day off shall not be placed on administrative leave.

APPENDIX C

2.11 During a period of an exigency in one or more work locations:

A. Employees scheduled but not required to be at work shall be placed on administrative leave;

B. Employees required to work shall receive regular pay.

Responsibilities

3.0 County Executive, Chief Administrative Officer or Designee

Determines the period of a general emergency, exigency or liberal annual leave.

3.1 Chief Administrative Officer

Designates essential job classes/positions.

3.2 Information Office

Notifies designated radio stations and wire services concerning County government closings or liberal leave status.

3.3 Personnel Office

A. Notifies department/agency heads of County government closings or liberal leave status when determined during normal business hours.

B. Maintains a list of all essential and non-essential job classes/positions.

3.4 Department/Agency Head

A. Identifies essential and non-essential job classes/positions within their department.

B. Provides reasonable notice to employees of essential and non-essential job class/position designations

C. Notifies work locations of General Emergency, exigency or liberal leave status, if determined during normal business hours.

APPENDIX C

Montgomery County Government
Inclement Weather/General Emergencies
ESSENTIAL JOB CLASSES

The following classes are considered essential for the purposes of the implementation of the Inclement Weather/General Emergency Administative Procedure. Employees assigned to these classes must report to work as scheduled during a period of general emergency unless previously excused by their supervisor.

CLASS CODE	CLASS TITLE
003067	POLICE SERGEANT
003074	MASTER POLICE OFFICER
003030	POLICE OFFICER III
003032	POLICE OFFICER II
003034	POLICE OFFICER I
003093	POLICE TECHNICIAN SUPV
003094	POLICE TECHNICIAN III
003095	POLICE TECHNICIAN II
003096	POLICE TECHNICIAN I
003521	POLICE SERVICES AIDE

NOTE: Specific positions may be included or excluded from the above list. Consistent with the Administrative Procedure, department heads should identify such positions and submit them through the Personnel Office, to be approved by the Chief Administrative Officer.

(REVISED 10/22/90)

APPENDIX C

3.5 Supervisor

Approves employee timesheets for emergency pay, administrative leave or liberal leave in accordance with this procedure.

Procedure

4.0	CAO or Designee	Determines the period of general emergency, exigency or liberal leave. Notifies the Information Office, Personnel Office or specific departments as appropriate.
4.1	Information Office	Contacts the appropriate radio/television stations or other media when general emergency or liberal leave status is in effect.
4.2	Personnel Office	Notifies department/agencies when general emergency or liberal leave status is determined during normal business hours.
4.3	Department/Agency	Notifies work locations when general emergency, exigency or liberal leave status is declared.
4.4	Supervisor	Approves Emergency Pay, Administrative Leave or Annual Leave as appropriate.

Departments Affected

5.0 All Departments/Agencies of the County Government

APPENDIX

List of Essential job classes

APPENDIX C

BENEFIT SUMMARY

IN-NETWORK BENEFITS

All services and supplies must be provided or authorized by your network Primary Care Physician

OUT-OF-NETWORK BENEFITS

All eligible charges are subject to an annual deductible.

MONTGOMERY COUNTY PUBLIC SCHOOLS
BENEFIT SUMMARY

PRUDENTIAL PLUS

[Effective January 1, 1999, administration of the negotiated health plan was turned over to Blue Cross/Blue Shield. Except as provided otherwise in Article 24, all health benefits, provisions, and conditions remain unchanged.]

Ed. 1/94

APPENDIX E Employee Claim Form
Workers Compensation Commission

Deleted July 1, 2010

For current claim form go to www.wcc.state.md.us/WFMS/C1_WebForms.html

APPENDIX F **Sick Leave Donor Program deleted July 1, 1996**

See Contract Article 19 *Sick Leave & Sick Leave Donor Procedure*

APPENDIX G
MEDICAL EXAMINATION

PURPOSE: This appendix sets forth the procedure for medical examinations for employees administered by the Employee Medical Examiner (EME). The medical examination program ensures that each employee is physically able to perform his/her position with the least possible risk to the health or safety to self or others. As a preventive program, it is designed to assess current health status and functional capabilities and provide the employer with a written recommendation on whether the employee is fit for duty.

CONTENTS:

I. Medical Standards and Guidelines for Medical Examinations
II. Medical Exam Protocols
III. Periodic Medical Exams
IV. Notification of Employees
V. Rescheduling
VI. Missed Appointments
VII. Medical Examination Scheduled During Off-Duty Hours
VIII. Cancellation

I. MEDICAL STANDARDS AND GUIDELINES FOR MEDICAL EXAMINATIONS

(a) **Policy on medical standards and guidelines.**

(1) Medical standards and guidelines for medical examinations must be:

(A) job-related and used to determine if the employee can perform the job with or without accommodation; and

(B) applied uniformly and consistently to all employees who are employed in the same job class or occupational class.

(2) When performing medical examinations or inquiries, the EME must conduct an individualized assessment of an individual's current health status and functional capabilities:

(A) in relation to the functions, physical and psychological demands, working conditions, and workplace hazards of a particular occupation or position; and

(B) under appropriate occupational health guidelines and practices.

(3) The EME may refer an employee to another health care provider for an independent medical evaluation as necessary. The employer shall reimburse the employee for any co-pay and other costs of the independent medical evaluation, including pay for the actual time spent at the appointment at the regular or overtime rate (for a minimum of two hours), whichever is applicable**.**

(4) The EME must not conduct medical examinations to determine if an applicant or employee has a disability or the nature or severity of the disability unless the examination or inquiry is job-related and consistent with business necessity.

(5) The EME must:

(A) maintain records of medical equipment maintenance and calibration in accordance with manufacturer's recommendations;

(B) comply with regulatory medical testing requirements;

(C) educate Occupational Medical Services (OMS) staff in proper examination and testing procedures; and

(D) use certified laboratories for applicant and employee testing.

(b) **Standards and guidelines.** The EME must comply with all applicable federal and state statutes and regulations and this collective bargaining agreement.

(c) **Consultant's guidelines.** Subject to sufficient prior notice of any changes and the opportunity to bargain if applicable, the EME may rely on guidelines recommended by professional occupational and environmental health consultants under contract with the County who assist in the development of medical standards for County occupations.

II. MEDICAL EXAM PROTOCOLS

(b) **Medical exam protocols**

(1) **How medical exam protocols are established.**

(A) The EME must establish a medical exam protocol for each County occupational class. The EME may include a medical history review, a physical evaluation, medical or physical tests, and consultations in a medical exam protocol.

(B) The EME may require additional medical evaluations not included in the assigned medical exam protocol or may apply a different medical exam protocol, as appropriate:

(i) if one or more of the duties of a particular position or the conditions under which the duties are performed present risks or hazards not present in the duties assigned to other positions in the occupational class; or

(ii) if necessary to determine the employee's ability to perform the job with or without accommodation.

(C) For vision and hearing tests that are part of a medical exam protocol, the EME must use guidelines that are relevant to ~~essential~~ job duties, working conditions, and work hazards that are based on:

(i) a validated job analysis and the consensus opinion of medical experts;

(ii) applicable Federal and State regulations; or

(iii) standards or recommendations of national or state professional medical associations.

(2) **Types of medical exam protocols.**

(A) **Core Exam.** This protocol includes a medical history review, vision and hearing tests if the employee's position requires driving~~.~~ Depending on the risks associated with the employee's job, other tests may be required. A hepatitis B and flu vaccination will be offered per Article 32. This protocol also includes a physical examination by a physician, EKG, additional blood tests, and may include additional tests for the following communicable diseases: tuberculosis, titers for hepatitis B, hepatitis C, measles, mumps, rubella (MMR), and varicella (chicken pox). A rabies vaccination may be offered depending on the risks associated with the job. This protocol is for employees for positions in occupational classes that involve:

(i) moderate or heavy physical demands;

(ii) significant exposure to potentially aggressive or combative people;

(iii) emergency communications; or

(iv) frequent shift rotation.

(B) **Core I Exam.** The elements of the Core I Exam may include the elements of the Core Exam and an exercise treadmill test, a test to determine blood type, and a respiratory function test. A Core I Exam is required for ~~public safety~~ classes that require formal medical monitoring under OSHA regulations or periodic health assessments to insure continued fitness for duty in occupations that involve high risks or occupations that require confined space entry and use of self-contained breathing apparatuses. The current procedure related to self-contained breathing apparatus shall remain in effect.

III. Periodic Medical Exams

A. Employees must participate in periodic health assessments conducted by the Employee Medical Examiner.

B. Employees requiring a Core I examination will be given periodic examinations according to their age:

- **Age 40 and older**- not less than one (1) complete physical every year.
- **Age 31-39**- not less than one (1) physical every two (2) years.
- **Age 30 and under**- not less than one (1) complete physical every three (3) years.

C. In those years employees are not scheduled to undergo physical examinations, annual hearing exams will be performed upon request by the employee.

IV. NOTIFICATION OF EMPLOYEES

Occupational Medical Services will send to the Department a list of names of employees due for periodic physical examinations. The Department will schedule physical examinations with OMS and notify the employee of the scheduled appointment, at least three weeks in advance, even if the appointment will occur during the employee's published work schedule.

V. RESCHEDULING

An employee unable to keep a scheduled examination appointment will contact his/her supervisor and the supervisor will contact OMS to request a new date. Except in emergency situations, the employee will make best efforts to notify the supervisor of anticipated inability to keep a scheduled appointment will be made at least 48 hours in advance of the appointment. If the new appointment occurs during the published work schedule, then no less than 48 hours notice will be provided. If the new appointment is rescheduled for a time outside the published work schedule, then, unless voluntarily waived by the officer, at least three weeks notice will be provided.

VI. Missed Appointments

Appointments missed because of inexcusable circumstances may be reviewed by the Commanding Officer who may take appropriate action.

VII. Periodic Medical Examination Scheduled during Off-Duty Hours

An employee scheduled for a periodic medical examination and/or a Physical Fitness Testing Program appointment during off-duty hours shall:

1. Submit an Overtime Pay-Compensatory Leave Request Form (MCP #44) requesting compensatory leave at the overtime rate and indicating that a medical examination took place while in an off-duty status.
2. Compensation shall be in the form of compensatory leave, a minimum of two (2) hours at the overtime rate. In the event an employee remains longer than two (2) hours for a medical examination, OMS will provide the employee with a written explanation. The explanation will be

attached to the overtime request form supporting any additional Compensatory Leave requested in excess of ~~the~~ two (2) hours.

APPENDIX G

Appendix H

Internet, Intranet, & Electronic Mail Use
By FOP Bargaining Unit Members

I. PURPOSE.

This is Montgomery County's policy (hereafter referred to as the "Policy) for proper use of Internet/intranet access and electronic mail (e-mail) systems provided by the County for the use of FOP bargaining unit members (hereafter referred to "employees"). "Employer" means the County Executive and designees.

Nothing in this policy is intended to imply or constitute a waiver of an Employees constitutional, contract, or statutory right.

Internet/intranet access and e-mail systems are provided for employees and persons legitimately affiliated with the business of the County government for the efficient exchange of information and the completion of assigned responsibilities that are consistent with the County's purposes.

II. APPLICABILITY.

The provisions of this policy apply to all employees in the FOP bargaining unit.

III. POLICY.

Internet/intranet access and e-mail systems are provided to bargaining unit employees for use in conducting the County's official business. Each employee shall be accountable to check email while on-duty and at work, and the employer shall be accountable to ensure that each employee governed by this appendix is provided the time and means to adequately access and process employer provided email. Unless an exception is specifically approved by the Employer, employees are expected to use these resources responsibly and professionally, and must not use Internet/intranet access or e-mail systems in a manner that violates any federal, State of Maryland, or Montgomery County Law, County regulation applicable to the bargaining unit, or departmental directive applicable to the bargaining unit. Although the use of County provided Internet/intranet access or e-mail systems for personal use is discouraged, it is recognized that circumstances sometimes arise that necessitate personal use of these systems. Such use is to kept to a minimum and should not disrupt the conduct of service or performance of official duties. Employees are to devote their entire working time to the performance of their duties. A County employee may make reasonable and limited personal use of County provided Internet/intranet access and or e-mail systems in accordance with this Policy.

County employees who violate this Policy may be subject to disciplinary and other actions under Section III. D. of this Policy.

A. Internet, Intranet, and E-mail Connections

Connections to County provided Internet/intranet access or e-mail systems must be made

only in the following manner;

1. PC's (desktops and laptops) connected to the County's computer network ("network") may connect to the Internet only via the County's secure central Internet service connection.
2. Stand-alone (non-secure-connected) PC's do not have access to the County's secure central Internet services connection; therefore, stand-alone PC's may connect to the Internet through a private Internet Service Provider (ISP), such is America On-Line (AOL). Stand-alone PC's connecting to the Internet must have anti-virus software active on them. If a stand-alone PC is to be connected to the County's computer network after it has been in Internet service, then the using department must check the entire data contents of the PC for viruses before connecting it to the network.
3. Costs incurred by the County for ISP connections to stand-alone PC's are the responsibility of the using department and must be in accordance with that department's policy. Employees must obtain department approval prior to obtaining a County provided ISP connection.

B. Appropriate/Inappropriate Use

The following conduct is prohibited by this policy:

1. Sending, forwarding, storing, or saving on a County PC's or servers any material:
    a. The possession of which is illegal, or that advocates illegal conduct;
    b. That is obscene or pornographic as defined by law;
    c. That is untruthful, non-job related and defamatory;
    d. That knowingly advocates that a unit member disobey a lawful direct order from a supervisor, or knowingly advocates the violation of County laws, or regulations, procedures, and policies applicable to the bargaining unit;
    e. That when viewed or heard by other employees, causes actual, significant disruption to the efficiency of the work unit;
    f. That threatens or advocates physical harm to an individual, or threatens the safety of the public;
    g. That threatens or advocates unauthorized physical damage to personal or real property;
    h. That advocates unlawful discrimination against an individual on the basis of race, color, creed, sex, marital status, religion, country of origin, age sexual orientation, or disability;
    i. That expresses clearly racist or discriminatory sentiments regarding race, color, creed, religion, country of origin, age sexual orientation, or disability;
    j. That is reasonably perceived as constituting unlawful harassment on the basis of race, color, creed, sex, marital status, religion, country of origin, age sexual orientation, or disability;
    k. That threatens or advocates the violent overthrow of the government.
2. Using the County's Internet/intranet access or e-mail system in connection with secondary employment or for personal financial or commercial gain.
3. Using the County's Internet/intranet access or e-mail system to gain unauthorized access to resources via the Internet or intranet.

4. Using the County's Internet/intranet access or e-mail system for gambling or any illegal activities.
5. Infringing upon computer software and data protected by copyright and license laws.
6. Sending broadcast messages to all County e-mail users without obtaining prior approval from t he CAO's designee who administers the County's e-mail system for broadcast messages.
7. Connecting a PC to the County's computer network in a manner that is not authorized by sub-section III. A., above.

However, the prohibitions stated above do not apply to an employee's use of the County-provided Internet/intranet access and e-mail systems for purposes of the conduct of official business, including police investigations.

C. Ownership, Privacy, and Monitoring

All County-provided electronic systems, hardware, software, temporary or permanent files and any related systems or devices used in transmission, receipt or storage of Internet, intranet, or e-mail communications are the property of, or are licensed to, the County. All electronic communications generated by employees using the County's Internet/intranet access and e-mail systems, or downloaded and stored on the County's computer resources, are the property of the County and, therefore, are not considered private. This includes e-mail from an employee's personal account, such as Hotmail or AOL, if that e-mail is accessed and stored on the County's computer resources. E-mail messages and electronic files may be retrieved from storage by the County and its agents without prior notice, even if messages and files have been deleted the sender and receiver. The messages and files may be used in disciplinary or other proceedings. Furthermore, appropriate measures must be taken by employees to prevent unauthorized access to confidential information when using the County's Internet/intranet access and e-mail system.

To the extent not prohibited by law, the County may monitor the employees' use of County provided Internet/intranet access and e-mail systems and access employees' e-mail messages and computer files at is sole discretion. This includes e-mail messages from an employee's personal e-mail account, such as Hotmail or AOL, if the personal e-mail uses the County's computer resources. The police department may monitor and access employee's use of County-provided Internet/intranet access and e-mail system in connection with the conduct of a criminal investigation of the employee's activities. To the extent not prohibited by law, only after an IAD case is opened and a case number assigned, the police department's Internal Affairs Division may monitor and access employees' use of County-provided Internet/intranet access and e-mail system when the Director of Internal Affairs reasonably suspects that an employee's e-mail messages and computer files contain evidence that the employee has committed an act that subjects the employee to disciplinary action under applicable laws, applicable regulations, applicable departmental directives, or the provisions of this Policy.

In certain situations, the County may be compelled to access and disclose to third parties messages sent over its Internet, intranet, or e-mail systems. The Maryland Public Information Act (MPIA), Maryland Code Ann., State Gov't Art §§ 10-611 to 10-628 (1998 Repl. Vol.) applies to an electronically stored e-mail message or a hard copy of the message in the custody and control of a public officer or employee, if the message is

related to the conduct of public business. 81 Op. Att'y Gen, Op No. 96-016, 1996 WL 305985 (1996).

System administrators in DTS or other departments may access an employee's e-mail messages and computer files related to an employee's use of the County's Internet/intranet access and e-mail system, even though the employee uses a privately held password to access his/her County-owned computer and e-mail. The existence of passwords and "message delete" functions do not restrict or eliminate the County's ability or right to access electronic communications.

To the extent permitted by law, the County may monitor and control the flow of Internet/intranet and e-mail traffic over the County's network for security and/or network management reasons or other business purposes.

The employee's use of the Internet, intranet and e-mail system indicates consent to this Policy, and to the employer's (County) review of his/her electronically stored e-mail messages and computer files related to the employee's use of the County's Internet/intranet access and e-mail system.

D. Enforcement of Policy.

1. Employees are responsible for ensuring that their use of County-provided Internet/intranet access and e-mail is in accordance with this Policy.
2. He Police Department is responsible for enforcing employees' compliance with the provisions of this Policy, and for investigating non-compliance.
3. Employees who violate this Policy may be subject to disciplinary action, up to and including dismissal, in accordance with Montgomery County laws and applicable regulations, including applicable Personnel laws and applicable Ethics Laws and applicable Ethics Regulations, and the collective bargaining agreement. If a violation of this policy constitutes a crime, the violator may be subject to prosecution. The County also reserves the right to pursue other legal remedies to obtain reimbursement from employees if a violation of this policy results in financial loss to the County, or results in a financial obligation owed by the County.
4. Employees must not access another user's e-mail account without authorization from the Employer or the employee to whom the e-mail account is assigned.
5. Employees must obtain department approval prior to acquiring a County provided ISP connection for a stand-alone PC.
6. Prior to sending broadcast messages to all County e-mail users, employees must obtain approval in accordance with the Electronic Broadcast Policy and Procedures (available through DTS).
7. This policy shall be administered fairly, equitably and consistently both within the unit and with the County's general policy, to the extent that policy is not inconsistent with this one.

APPENDIX I

Article 30 Uniforms and Equipment

ISSUED CLOTHING AND EQUIPMENT

CATEGORY: Academy

1 Sweat suit

CATEGORY: All Sworn

1 Class A 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 shirts
2 Class A tan long sleeve shirts
1 Light weight black duty jacket
8 Long sleeve black shirts
8 Short sleeve black shirts
1 Pair hi-gloss dress shoes
1 Reversible hi-**visibility**, waterproof, long black raincoat
1 Class A cap rain cover
3 Black clip on ties
8 Black Trousers
1 Winter knit hat with "**POLICE** cloth badge
1 Black baseball style cap with "**POLICE** cloth badge
1 Shoulder microphone (subject to availability)
3 Handgun magazines
1 Transportation Article
1 Fine book
1 Criminal Digest
1 Pair black waterproof **duty** boots
4 Black belt keepers
2 Black "D" 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 **ID** case
1 Black key keeper
1 **Pair** black cut resistant gloves
1 Black Garrison belt (Honor Guard**, Captains and Chief Officers**)
1 **High visibility yellow arm band imprinted with POLICE**

Serialized Equipment:

1 Flashlight: black, rechargeable, additional batteries, **orange wand**, and use as protective instrument
1 **Ballistic vest with 1 hard trauma plate and 1 soft trauma plate**
1 **Ballistic** vest black outer carrier
2 **Ballistic** vest inner carriers
1 Pair handcuffs
1 Semi-automatic handgun gun plus ammunition
1 Portable radio
2 **Portable radio battery**
1 **Radio Earpiece for portable radio**
1 **Shoulder Microphone**
1 Long gun **(when available)**

Other:

1 County brass Police badge
1 Maryland **S**eal **C**ollar **P**ins; **C**lass A
1 County street map
1 Equipment bag
1 Fingerprint kit
1 First aid kit and bag
1 Gas mask with carrier bag
1 Class A hat brass badge
1 Brass marksman badge
2 Brass name plate
2 Brass name plate "Serving Since" pin
2 Velcro name**tag**
2 Pair white cotton gloves
2 Plastic handcuffs (flex cuffs)
1 Portable radio holder
1 Ballistic helmet with face shield
1 Hi-Visibility reflective traffic vest
1 Traffic orange wand (flashlight attachment)
2 Plastic whistle
1 Collapsible ASP
1 OC Spray
1 Black **disposable glove** pouch

Patrol Sergeants:

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

CATEGORY: Tactical

1 **9x19mm** Semi-automatic handgun and ammunition
1 Pair summer boots with vibram soles
1 Pair winter boots with vibram soles
1 Flashlight/mini-laser product light
1 Black modular holster for **9x19mm** Handgun
1 Pair binoculars
8 Sets of black uniforms
4 **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 **Flight type** winter jacket
1 Black Velcro Sam Browne belt
1 Tactical equipment bag
1 Ballistic helmet; tactical
1 Set hardware & harness for repelling (including figure eight ring/carbineer)
1 Set windproof/waterproof cold weather outerwear (jacket & pants)
1 .308 counter sniper rifle
1 Fully automatic M-4 carbine 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; push to talk
2 Diversionary device
1 Set each elbow/knee pads
1 Pair padded/tactical gloves
1 Fire retardant jumpsuit (Nomex)
1 Pair fire retardant gloves
1 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 Gloves**
1	**Level 1**	**Yaffy Balaclava**
1	**Level 1**	**Yaffy Suit**
1	**MFF**	**Hatch Centurion Upper Body Protector**
1	**MFF**	**Hatch Groin Protector**
1	**MFF**	**Hatch Forearm Protector**
1	**MFF**	**TS70 Hard Shell Shin Guard**
1	**MFF**	**Oakley SI Assault Gloves**
1	**MFF**	**Baton Ring**
1	**MFF**	**Gear Bag**

CATEGORY: Canine

8	Sets of black BDU uniforms of rip stop material, with sort sleeve shirts
1	Protective Eyewear
1	Heated water **Bucket**
1	**Stainless steel water bucket**
1	Stainless Steel Food Bowl
2	**IR Strobe Light**
1	Surfire X Series gunlight ~~w/pressure mounted grip switch~~
1	Compact rechargeable tactical flashlight
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 Shirt**
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 **Multipurpose Harness**
1 Tracking harness
1 Electronic Remote collar
1 **Bark Control Collar**
1 **Stainless Steel** Pinch collar
1 Police K-9 ID Collar
1 **Training Food Pouch**
1 **Working Muzzle**
1 **Emergency Medical Muzzle**
2 **Tug Toy**
2 **Ball on 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: **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 Pairs riding 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 **concealment** holster
1 Single black leather magazine holder
1 Jumpsuit with cloth badge
1 **Digital Voice Recorder**
1 **Compact Rechargeable Flashlight**

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 Bicycles – All Mountain Bicycles shall be equipped with the following items:

1 Black Rack
1 Black police bag
1 Black bicycle bell
1 Black rear light/red lens
1 Rear mount kickstand
2 Black water bottles
1 Light system
1 Cable lock

Full-Time Bicycle Rider

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

Part Time Bicycle Rider

1 Black helmet with white "POLICE" logo
1 Black BDU long pants
2 Pairs black bike short pants
2 Polo Shirts

CATEGORY: SAT

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 standard mount
1 Tactical outer vest carrier

CATEGORY: Community Engagement Section

1 Black concealment holster
1 Black single magazine and handcuff case

CATEGORY: **Range Staff**

1 One piece winter suit
1 High Visibility rain jacket and pants
4 Grey Range Pants
1 Pair heavy winter waterproof boots

CATEGORY: Other

2 MPO **Rank** insignia pins
2 PO3 insignia pins
2 SGT insignia pins
3 Black Turtleneck shirts

CATEGORY: Sworn Academy Instructor
2 Red Hoodie Sweatshirts
8 Red Short Sleeve T-Shirts
4 Red Long Sleeve T-Shirts
1 Red Winter Jacket

CATEGORY: Managed Search Operations Team

Centralized

1 24 Hour backpack (NASAR Standard)
1 Gloves (Rappelling and Ropes)
1 Eye Protection
4 Golf Shirt
4 Performance Combat Pants, Crye Precision, OD Green
4 Performance Combat long Sleeve Shirt, Crye Precision, OD Green
4 High visibility shirt
1 Pair Salomon Quest 4D 2 GTX Boots (Replaced when unserviceable)
1 Thermal imager with helmet mount
1 Night Vision Binocular Goggles with Helmet Mount
1 Protective Bump Helmet
1 Rope Kit
1 Rappel Harness and Hardware with D Ring and Figure 8
4 Carabiners
1 Personal Flotation Device
1 Dry Suit
1 Dry Suit Liner
1 Gloves (Water)
1 Boots (Water)
1 Fins
1 Water Mask
1 Snorkel
1 Large Mesh Bag
1 Throw Bag (50 foot Water Rope)
1 Water Knife

1 Water Whistle
1 Mobile Phone

Decentralized

1 24 Hour backpack (NASAR Standard)
1 Gloves (Rappelling and Ropes)
1 Eye Protection
2 Golf Shirt
2 Performance Combat Pants, Crye Precision, OD Green
2 Performance Combat Long Sleeve Shirt, Crye Precision, OD Green
2 High visibility shirt
1 Pair Salomon Quest 4D 2 GTX Boots (Replaced when unserviceable)
1 Protective Bump Helmet
1 Rope Kit
1 Rappel Harness and Hardware with D Ring and Figure 8
4 Carabiners
1 Personal Flotation Device
1 Dry Suit
1 Dry Suit Liner
1 Gloves (Water)
1 Boots (Water)
1 Fins
1 Water Mask
1 Snorkel
1 Large Mesh Bag
1 Throw Bag (50 foot Water Rope)
1 Water Knife
1 Water Whistle
1 Mobile Phone

CATEGORY: Emergency Services Unit

Centralized Medic

4 Performance Combat Pants, Crye Precision, OD Green
4 Performance Combat long Sleeve Shirt, Crye Precision, OD Green
1 Knee/Elbow Pads
1 Pair Summer Boots (Annually)
1 Pair Winter Boots (Annually)
1 Tactical Gloves
1 Green Nomex Jump Suit with Gloves
1 Ballistic Helmet
1 Ballistic Body Armor with carriers (SWAT Equivalent)
1 Helmet Mounted Light
1 Tactical Leg Holster
1 Protective Bump Helmet
1 Tactical Rain Gear
1 Cold Weather Gear

1	**Binoculars**
1	**Rappel Harness and Hardware with D Ring and Figure 8**
1	**Gas Mask with voice emitter**
1	**Full SCBA**
1	**SCBA Face Piece**
1	**Mobile Phone**
1	**2nd Portable Radio with dual comms and headset**
1	**Night Vision Goggles**
1	**Handgun Mounted Light**
1	**Tactical First Aid Bag (M-9 or Equivalent)**
1	**Woodlands Extended Operations Bag**
1	**Tactical Oxygen Bag**
1	**Tactical Litter (Foxtrot)**
1	**Patient Litter (Sked/Reeves)**

Decentralized Medic

2	**Performance Combat Pants, Crye Precision, OD Green**
2	**Performance Combat long Sleeve Shirt, Crye Precision, OD Green**
1	**Knee/Elbow Pads**
1	**Pair Summer Boots (Annually)**
1	**Pair Winter Boots (Annually)**
1	**Tactical Gloves**
1	**Green Nomex Jump Suit with Gloves**
1	**Ballistic Helmet**
1	**Ballistic Body Armor with carriers (SWAT Equivalent)**
1	**Helmet Mounted Light**
1	**Tactical Leg Holster**
1	**Protective Bump Helmet**
1	**Tactical Rain Gear**
1	**Cold Weather Gear**
1	**Binoculars**
1	**Rappel Harness and Hardware with D Ring and Figure 8**
1	**Gas Mask with voice emitter**
1	**SCBA Face Piece**
1	**Mobile Phone**
1	**2nd Portable Radio with dual comms and headset**
1	**Night Vision Goggles**
1	**Handgun Mounted Light**
1	**Tactical First Aid Bag (M-9 or Equivalent)**
1	**Woodlands Extended Operations Bag**
1	**Tactical Oxygen Bag**
1	**Tactical Litter (Foxtrot)**

Decentralized Operator

1	**Ballistic Helmet**
1	**Tactical Rain Gear**
1	**SCBA Face Piece**

1 Mobile Phone

CATEGORY: Firearms Investigative Unit

1 Type III Rifle Plates and Carrier

CATEGORY: Vehicle Recovery Section

1 Compact Rechargeable Flashlight

CATEGORY: Fugitive Unit

1 Bianchi Model 82 Carrylok Auto Retention Belt Slide Holster

CATEGPRY: Repeat Offenders 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

DEPARTMENT OF POLICE
MONTGOMERY COUNTY, MARYLAND

SUBJECT: LAUNDRY AND DRY CLEANING PROCEDURES

DO 85-13
FUNCTION CODE: 305.8
DISTRIBUTION: A
EFFECTIVE DATE: 7-1-85

Purpose: To establish laundry and dry cleaning procedures and regulations.

Contents:

I. Procedure for Placing and Removing Laundry
II. Marking and Labeling Clothing
III. Restrictions
IV. Claims
V. Responsibilities
VI. Cancellation

I. Procedure for Placing and Removing Laundry

A. Master Sheet

1. Completed with an original and two copies. (Original and one copy for the laundry company, one copy for the station or unit).
2. Each employee will list his/her name, identification number, and the quantity of all items being placed in the laundry.
3. Upon delivery of the laundry, the individual assigned to check the master sheet against incoming laundry will verify that all laundry has been returned.

B. Laundry Ticket

1. Print all required information:
   - o Month, day, and year as recorded on the master sheet
   - o Name, identification number, and location of assignment
   - o Quantity of items
   - o Any requests for minor repairs or special instructions for spots or stains
2. Tie the clothes in a bundle and attach the laundry ticket securely.

   NOTE: All officers are reminded that the "plastic" liner must be removed from the duty jacket prior to the jacket being placed in the laundry for cleaning.

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* Indicates significant additions/revisions.

APPENDIX J

C. All clothing will be removed from the laundry room within five (5) working days of delivery.

*II. Marking and Labeling Clothing

A. All personnel placing items for laundry service will ensure that each individual article bears his/her identification number.

B. All members will utilize either a laundry marking pen, indelible pen, or non-removable label to mark clothing. Items will be marked in the following specific areas:

1. Coats: On or near the manufacturer's label, usually located in the lining, or on the inside right-hand pocket located in the lining
2. Vests: Same as coat markings
3. Ties: On the manufacturer's label or the inside lining
4. Shirts and Blouses: On the shirt-tail
5. Pants, slacks, and skirts: On the inside waistband near the right pocket or the inside of the right pocket
6. Sweaters: On or near manufacturer's label.

III. Restrictions

* The placing of gloves, plastic raincoats, fluorescent vests, leather and suede clothing for laundry service is prohibited. No member will place any item of clothing in the laundry for the purpose of alterations.

IV. Claims

A. The Central Property Section of Management and Budget Division will be responsible for filing all claims against the laundry company for lost and/or damaged items. They will be advised in writing of any problem arising concerning the laundry.

B. The value of all uniform items and accessories damaged or lost will be determined by Central Property and a claim for reimbursement in that amount will be filed.

APPENDIX J

NOTICE

You may ACCEPT or NOT ACCEPT the punitive action offered. If you choose to NOT ACCEPT the punitive action offered, you are entitled to a regular LEOBR hearing board or an alternate hearing board. Pursuant to your collective bargaining agreement:

1. You have the right to select an alternate hearing board within seven (7) calendar days. a Notice of Election of Hearing Board is set forth below.

2. The alternate hearing board consists of:

   - o A police officer selected by FOP Lodge 35 (MPO or below), and;
   - o A police officer selected by the chief of police, (Sergeant or above), and;
   - o A neutral labor arbitrator selected from a list previously agreed to by FOP Lodge 35 and the County.

3. If you do not select an alternate board, your case will be heard by:

   - o Three police officers all selected by the chief of police. One of these police officers must be Of your same rank.

4. You are urged to discuss your options with your steward or other FOP Lodge 35 official right away.

5. Once you make your decision, it cannot be revoked.

6. You must deliver this document to the chief of police within seven (7) calendar days from the date you received this notice.

INSTRUCTIONS: Check the appropriate box(es) and sign on the appropriate line.

( ) I ACCEPT the punitive action offered and WAIVE my right to an administrative hearing.

Officer's Signature _____ Date _____

( ) I DO NOT ACCEPT the punitive action offered and demand an administrative hearing. (Complete Notice of Election of Hearing Board)

Officer's Signature _____ Date _____

NOTICE OF ELECTION OF HEARING BOARD

I desire an alternate hearing board consisting of officers selected by the chief of police, FOP Lodge 35 and a neutral chairperson.

Officer's Signature _____ Date _____

Approved by FOP Lodge 35:

Authorized Representative _____

I desire a regular **LEOBR** hearing board consisting of three police officers selected by the chief of police.

Officer's Signature _____ Date _____

APPENDIX K

APPENDIX L

Montgomery County, Maryland
Department of Police

MCP 243
Rev 3/97

Internal Investigation Notification Memorandum

TO:

FROM:

SUBJECT: **INTERNAL INVESTIGATION NOTIFICATION MEMORANDUM**

DATE: ____/____/____ OIA # _____

In compliance with the Law Enforcement Officers' Bill of Rights, Article 27, Sections 727 through 734D, and the Department Directive on disciplinary process, Function Code 301, you are hereby notified that you are the subject of an internal investigation being conducted by this Department.

The nature of the investigation is:

Investigating Officer

Assignment

NOTICE OF RIGHTS

You have the right to the presence and assistance of a responsible representative or attorney of your choice during the questioning. If you are an active member of F.O.P. Lodge 35, the Lodge will represent you in this matter. The interrogation shall be suspended for a period of time not to exceed ten (10) days until representation is obtained. Before making a statement, contact your Steward or the Lodge office at 948-HELP (4357). Your F.O.P. may be able to provide you with valuable assistance in this matter.

NOTICE OF INTERROGATION

YOU ARE DIRECTED TO REPORT TO THE OFFICE OF INTERNAL AFFAIRS ON _____ AT _____ HOURS FOR YOUR SCHEDULED INTERROGATION. TO REQUEST ANY CHANGE OF YOUR SCHEDULED INTERROGATION, YOU MUST CONTACT THE OFFICE OF INTERNAL AFFAIRS

I hereby acknowledge receipt of a copy of this form and have noted the assigned interrogation date and time.

Officer's Signature (Optional)

Date Time

Serving Officer's Signature (Required)

Date Time

Function Code: 301; 350	
CALEA: 52.1.6	
Proponent Unit: OIA	

Original Copy -	Officer
Yellow Copy -	OIA Case File
Pink Copy -	Investigator

APPENDIX L

STATEMENT OF CHARGES FOR BARGAINING UNIT EMPLOYEE

Date

TO: (Employee)*

FROM: (Department)*

SUBJECT: Statement of Charges

You are hereby notified that the following reasons may serve as the basis for (specific type and level of disciplinary action)*. This constitutes a statement of charges as required by Article 43 of the Collective Bargaining Agreement.

You may respond to the charges as stated below either in person and/or in writing to this office by the close of business (minimum five work days from receipt of notice)* prior to final action being taken on this matter.

1. State specific charges; cite Personnel regulations, department procedures as appropriate. Include specific reasons with times, dates, places, and/or persons involved in the infraction.*

2.

3.

Include in a separate paragraph a recitation of any related disciplinary actions occurring within two years of the current charges.

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* To be filled in by the department as appropriate.

NOTE: Notice to bargaining employee should be attached to SOC.

INTERIM PROCEDURE

PURPOSE

*1.0 To establish procedures necessary to carry out reduction-in-force policy as set forth in Section 33-7.b(4) of the Montgomery County Code and Section 19 of the Personnel Regulations for Merit System Employees (Personnel Regulations).

POLICY

2.0 The conditions which may give rise to a reduction-in-force can sometimes be addressed through other means (e.g., effective position management and employee placement, reduced working hours, restructuring positions and retraining incumbents, administrative retirement, etc.) These alternatives are to be exhausted before reduction-in-force is instituted.

2.1 Reduction-in-force is to be accomplished in a way which will reduce adverse impact on employees to the greatest extent which is reasonable under the circumstances, and in a manner consonant with the County's Affirmative Action commitment.

*2.2 In carrying out reductions in force every effort will be made to maintain or restore, but not to improve, the employment status of affected employees.

*2.3 Authority to administer this Procedure is delegated to the Personnel Director by the Chief Administrative Officer.

DEFINITIONS

3.0 AFFECTED CLASS - Class (see definition 3.4 below) within a Department from which position(s) are to be eliminated, and where the elimination of such positions may require the demotion or termination of employees.

3.1 AFFECTED EMPLOYEES - Employees who are assigned to positions in affected classes, and who have received a "notice of intent" (see 3.10).

*3.2 ALTERNATIVE PLACEMENT - The process of providing placement and other assistance to affected and displaced employees (see definitions 3.1 and 3.6) under authority delegated by the Chief Administrative Officer. Alternative Placement activity will be primarily the responsibility of the Division of Employment and will involve participation by the Division of Employee Services, the Labor and Employee Relations Unit, the Employee Assistance Program, and the

*Revised

INTERIM PROCEDURE

Office of Management and Budget. (Services may include, but are not limited to, job placement, both within and outside of the Montgomery County Government; training in resume preparation, job search skills, interview techniques, etc.; personal and family counseling; formal and informal grievance counseling and assistance; and benefits counseling concerning unemployment compensation, retirement, health and life insurance coverage, etc.)

3.3 BUDGET LEVEL - The highest-graded class in an occupational series to which employees may be promoted non-competitively. The budget level of an occupational series is designated with an asterisk in the Classification Plan. For purposes of reduction-in-force, all classes in an occupational series at or below the budget level are treated as a single class.

*3.4 CLASS - For the purposes of Reduction-in-Force, class will be defined as all positions in an occupational class as defined in Section 7.2(a) of the Personnel Regulations and all occupational classes in an occupational series at or below the budget level which share in common the number of hours or range of hours to be worked and their distribution within the workyear, including but not limited to the categories full-time year round, full-time school year, part-time year round or part-time school year. (See also, "Budget Level," definition 3.3.)

3.5 DEMOTION - As used in Section 19.2 of the Personnel Regulations and in this Procedure, demotion refers to voluntary demotion to vacant positions as defined in Section 20.3 of the Personnel Regulations:

> "Voluntary demotion may occur with the written consent of an employee. Such demotions shall be without prejudice and may be used to retain an employee whose position has been abolished or downgraded. Such demotion shall not be detrimental to an employee's work record and shall not adversely affect the employee's opportunity for future promotions to a position for which qualified. An employee whose position has been downgraded shall, upon request, be given priority consideration for any position for which qualified in the same manner as provided in Section 19.4 of these Regulations."

3.6 DISPLACED EMPLOYEES - Employees formally notified through reduction-in-force procedures that they are to be removed from their assigned classes, and employees who have been demoted or terminated through reduction-in-force. Employees who are demoted in pre-RIF

APPENDIX M

INTERIM PROCEDURE

placement efforts as described in Section 5 of this Procedure are displaced employees.

*3.7 EXCLUDED EMPLOYEES - Employees who are excluded from consideration under reduction-in-force procedures. Excluded employees are employees occupying Term positions as defined in Section 3.6 (a) and 3.8 (a) of the Personnel Regulations and Section 3.24 of this Procedure. The circumstances under which term positions will be retained or eliminated are determined at the time the positions are established. Such positions are eliminated upon the occurrence of the events which condition their survival, and only upon such occurrence. The appointments of employees assigned to these positions are (assuming satisfactory performance and conduct) contingent on the durations of the positions. These employees may have a legitimate expectation of continued employment for as long as their performance and conduct are satisfactory and their positions exist, but are not entitled to retention or placement in other County positions beyond that time. Employees who were appointed as "Merit System Conditional" are excluded employees.

NOTE: When it is necessary to eliminate Term positions, these Procedures will be followed in identifying employees to be displaced. The method for identifying such employees will include consideration of: department, class, program or function and source of funding. No other provisions of these Procedures apply to excluded employees. However, the County will make a reasonable effort to find alternative positions for such employees through transfer, demotion, or non-competitive re-appointment subject to the following conditions:

1. Employees affected by RIF who are legally entitled to priority consideration have not expressed interest and/or are not qualified for the vacancy under consideration.
2. Term employees were hired to perform duties which were anticipated to be ongoing in nature and which were funded by outside sources, not for assignments which were for specific projects of limited and/or specified duration.
3. The vacancy is at or below the employee's current grade level.
4. The employee is qualified.
5. The selection of a Term employee does not abridge bona fide promotional opportunities of other full and part-time employees.

INTERIM PROCEDURE

3.8 LAY-OFF - As used in Section 19.2 of the Personnel Regulations, means termination or demotion as a result of a reduction-in-force, including demotions in pre-RIF placement efforts described in Section 5 of this Procedure.

3.9 NEW EMPLOYEE - As used in Section 19.4 of the Personnel Regulations, a new employee includes all individuals seeking initial appointment to a full or part-time position as well as former employees who seek reappointment.

3.10 NOTICE OF INTENT - A letter issued by the Personnel Director to all employees in Departments and classes identified for position elimination. Such notice will advise employees of potential terminations and provide such employees a right to placement on special eligible lists. When circumstances necessitating a reduction-in-force are eliminated, letters of intent to affected employees will be rescinded by the Personnel Director.

*3.11 NOTIFICATION - Notification, as required in Section 19.3 of the Personnel Regulations shall mean a written notification advising employees of termination as a result of a reduction-in-force. Such notice shall be issued no less than 30 days prior to the effective date of the termination. Such notice shall be issued by the Personnel Director.

*3.12 PRIORITY CONSIDERATION - As used in Section 19.4 of the Personnel Regulations and in this Procedure, refers to the right of all qualified affected and displaced employees to be considered for vacancies at or below the grade they hold as affected employees or from which they were displaced. Affected and displaced employees who apply for any vacancy at or below their grade and for which they are found qualified will be placed on a special eligible list (see 3.20) for that position. Appointing authorities must make appointments from special eligible lists in lieu of filling vacancies by any other means. Employees will be entitled to priority consideration for vacancies in the same branch of government as that from which they were affected or displaced. However, employees of the Legislative and Judicial Branches hired prior to August 1, 1983, shall have priority consideration for all vacancies in all branches. Employees of the Executive Branch who are on the Re-employment List as of November 8, 1983, shall retain priority consideration rights for all positions in all branches of the government until removed from that List as otherwise provided in these procedures (see Section 3.17).

Full-time employees whose hours have been reduced will be given priority consideration for all full-time vacancies at or below their

APPENDIX M

INTERIM PROCEDURE

grade level provided they are qualified. Full-time affected employees will have priority over part-time affected employees for all full-time vacancies. Part-time employees will have priority for part-time vacancies.

3.13 PROBATIONARY EMPLOYEES - "Probationary Employee", as used in Section 19.2 of the Personnel Regulations, shall mean all persons appointed to full-time or part-time Merit System positions, who have not become Merit System employees (i.e., completed their probationary periods) prior to the effective date of their notification of termination as defined in paragraph 3.11. Probationary employees are not entitled to priority consideration or reinstatement. Merit System employees who are promoted, transferred, demoted, or reinstated do not serve an additional probationary period.

3.14 QUALIFIED - As used in Section 19.4 of the Personnel Regulations and in these Procedures, the term "qualified" shall mean a determination by the Employment Division, Office of Personnel, that an individual who is entitled to priority consideration meets the minimum qualifications as well as any bona fide position-specific requirements as determined by job analysis. The employee may be required to successfully complete examinations as required by the Personnel Director in order to establish qualifications for particular positions.

*3.15 RECALL - The right of a displaced employee to reinstatement to a vacant position in the same class and Department as that from which laid-off for so long as the employee remains on the reemployment list. Selection for recall among employees laid-off will be in inverse order of their selection for lay-off. Employees who are demoted in Pre-RIF placement efforts as described in Section 5 of this Procedure will be assigned the place in the recall order they would have been assigned had they not elected demotion. The right of recall supersedes the right of priority consideration for other affected employees.

3.16 REDUCTION-IN-FORCE (RIF) - Reduction-in-force is the elimination of a position or positions because of a lack of sufficient funds, a change in the approved work program/plan/design for a Department/Office/Agency, or a technological change or advancement that impacts on work force needs.

*3.17 REEMPLOYMENT LIST - As used in Section 19.4 of the Personnel Regulations and in this Procedure, employees who remain eligible for priority consideration. Placement on the reemployment list begins with the effective date of demotion, termination or loss of

INTERIM PROCEDURE

hours/status and extends for a maximum period of two (2) years, or until the rights and benefits (e.g., grade, salary, number or range of hours and tenure) enjoyed prior to the Reduction-in-Force are reinstated, whichever comes first (see Section 7.3).

3.18 SENIORITY - Seniority, as used in Section 19.2 of the Personnel Regulations and in this Procedure, shall mean all paid service in a full or part-time position as defined in Sections 3.6 and 3.8 of the Personnel Regulations. Seniority shall not include service as a temporary employee (See 3.22), or in a non-pay status (e.g., breaks in service, leave without pay, etc.). Seniority shall be calculated from the date of appointment to a full-time or part-time position to a fixed date established by the Employment Division for all affected employees in a Department and class of work. Part-time employees will be pro-rated seniority on the basis of the number of hours worked per week. Seniority will be calculated to the day.

*3.19 SERVICE NEEDS - Are the specialized duties or functions which will remain after a reduction-in-force has taken place. These specialized duties or functions are unique and different from other positions and are not performed by all incumbents of the class and Department. Service needs may provide the basis for an exception to the seniority and/or performance based criterion for lay-off. Service needs will require knowledges, skills, and abilities which are imperative to satisfactory performance but will not include capabilities which can be acquired readily within a brief period of time (approximately six months or less). A Department/Agency may request an exception to retain the unique functions of a particular position within a class by providing documentation as to how the position differs from others in the class and department and substantiating the service need for such position. The Personnel Office will then conduct a job analysis to evaluate the tasks, the required qualifications, and the qualifications of remaining employees.

*3.20 SPECIAL ELIGIBLE LIST -An eligible list which sets forth employees who will receive priority consideration for a vacancy. (See Section 3.12 for explanation of priority rights and eligibility requirements.) Affected and displaced employees may apply for placement on a special eligible list for positions at or lower than the grade they hold as affected employees, or from which they were displaced (employees who are downgraded through classification action may also be placed on special eligible lists under authority of Section 20.3 of the Personnel Regulations). Such employees will be placed on a special eligible list if they are found qualified for the position in question.

ADDENDUM M

INTERIM PROCEDURE

3.21 STATUS - The conditions of employment enjoyed by employees, i.e., grade, salary, number and distribution of hours and tenure.

3.22 TEMPORARY EMPLOYEE - As used in Section 19.2 of the Personnel Regulations, "temporary employee" shall mean an incumbent of a position required for a specific task for a period not to exceed twelve months, or of a position that is used intermittently on an as-needed basis (seasonal, substitute; etc.). Temporary employees include, but are not limited to, all employees afforded Non-Career appointments prior to the December 2, 1980, revision to the Personnel Regulations. Temporary employees are not eligible for priority consideration or reinstatement.

*3.23 TEMPORARY PLACEMENT - Affected employees may be placed in a temporary position as interim placement when no other placements are available. Such employees will retain their right to priority consideration as provided in Section 3.12 of this Procedure.

*3.24 TERM EMPLOYEE - Full or part-time employees who occupy positions which were created for a special term, project or program or which are funded in whole or in part by Revenue Bonds (C.I.P.) or Federal, State or private funds or organizations (see Personnel Regulations, Subsections 3.6(a) and 3.8(a).)

3.25 TRANSFER - As used in Section 19.2 of the Personnel Regulations, transfer shall mean "...the movement of an employee from one position or task assignment to another position or task assignment at the same grade and salary level within a department/office/agency or between departments/offices/agencies. Transfers usually involve one or more of the following factors:

(1) A change from one Merit System position to another,

(2) A change in physical location of the job or position,

(3) A change in duty assignment but within the same occupational class,

(4) A change from a State/County position to a County Merit System position."

*3.26 WORK PERFORMANCE - As used in Section 19.2 of the Personnel Regulations, and in this Procedure, work performance shall mean a performance rating based on a formally established, standardized procedure of employee performance appraisal used uniformly for at least a one-year period for all employees within a particular Department and class which is subject to reduction-in-force. The determination of the Personnel Director with respect to the acceptability of a performance

INTERIM PROCEDURE

appraisal system for use in determining reductions-in-force will be final.

RESPONSIBILITY

4.0 DEPARTMENT HEADS - Are responsible for notifying the Offices of Personnel and Management and Budget (OMB) as soon as a decision which may give rise to a reduction-in-force is made; designating an individual(s) who will represent the department in dealing with the Offices of Personnel and Management and Budget to implement reduction-in-force actions and providing timely and accurate information required to make reduction-in-force decisions.

4.1 PERSONNEL DIRECTOR - Is responsible for administering this Procedure, providing leadership for Alternative Placement, and designating a Personnel representative for reduction-in-force decisions.

*4.2 DIRECTOR, OMB - Is responsible for authorizing the creation and deletion of positions and the filling of vacancies in accordance with budgetary requirements and for designating staff to work with Departmental and Personnel representatives in making decisions necessary to resolve reduction-in-force issues.

PROCEDURES

PRIOR TO A REDUCTION-IN-FORCE, THE FOLLOWING PREVENTIVE MEASURES WILL BE TAKEN:

5.0	Department/Agency and OMB	Notify Personnel Director of circumstances which may lead to an eventual reduction-in-force; specify classes and Departments from which positions are to be eliminated.
*5.1	Personnel Office, Department/Agency, OMB	Coordinate specific plans for placement of employees in vacant positions within the department/agency. The plan will include but will not be limited to: A) Analysis of the impact of proposals on affirmative action objectives B) Designation of a specific date or dates for completion of all alternatives to reduction-in-force procedures.

APPENDIX M

INTERIM PROCEDURE

*6.2 Department/Agency Personnel Office — If the identification of these positions does not identify all employees to be displaced by the reduction-in-force, review service needs, and the qualifications required of employees who will perform the remaining work appropriate to the occupational class from which positions are to be eliminated. (The qualifications considered should include basic minimum qualifications and specialized skills required by the nature of the work but should not include skills that could be acquired readily in approximately six months on the job.)

*6.3 — If the review of service needs in relation to the qualifications of incumbents of the affected class not identified in paragraph 6.1 fails to provide a basis for identifying all employees to be displaced by a reduction-in-force, review performance appraisals and/or seniority of all employees in the occupational class in question who are not identified in paragraphs 6.1 and 6.2. The Personnel Director will be responsible for certifying the acceptability of using performance appraisals when identifying employees for displacement.

*6.4 Personnel Director — Send by certified mail, return receipt requested, formal "Notification" to employees identified in paragraphs 6.1 through 6.3.

Such employees will be given the option of termination, as defined in Section 18 of the Personnel Regulations, or of placement in leave-without-pay status, as defined in Section 11 of the Personnel Regulations, for a period not to exceed one year.

INTERIM PROCEDURE

*6.5 Department/Agency — Refer all displaced employees to the Alternative Placement Unit, Employment Division, Office of Personnel. Counseling will be provided to employees on benefits such as retirement, health, leave, etc.

*6.6 Personnel Director — Rescind "Notice of Intent" for employees who have not been displaced.

REINSTATEMENT PROCEDURE

*7.0 Employees will be recalled automatically from the reemployment list to vacant positions in the class and department/agency from which they were terminated or demoted under Section 5 of this Procedures. Recall of employees will be in the inverse order of their identification for displacement.

7.1 Personnel Director may restrict vacancy announcements to consider only employees who were displaced from positions at or above the grade of the vacancy being announced. Such employees, if determined to be qualified upon application, will be placed on a special eligible list and given priority placement consideration.

7.2 Employees on the reemployment list will be given priority consideration for position vacancies announced as "employee only" or as "open examination" provided such employees are found qualified upon application and provided they held positions at or above the grade of the vacancy being announced.

*7.3 Employees on the reemployment list who decline an offer of reinstatement to any position at the grade and status from which they were displaced will be removed from the reemployment list unless excused by the Personnel Director for good cause shown. Employees who wish to retain reinstatement rights subsequent to declining an offer of reinstatement at grade and status must submit a written statement of the reasons for such a request to the Alternative Placement Unit within 5 days of receiving the offer of reinstatement. Declination of an offer of reinstatement will not ordinarily be excused, and the decision of the Director of Personnel will be final.

APPENDIX M

INTERIM PROCEDURE

SALARY CONSIDERATIONS

8.0 When a RIF is to be implemented at the outset of a fiscal year, the effective date of the Cost of Living salary increase will precede the effective date of personnel actions resulting from a RIF.

*8.1 Employees who are demoted as a result of RIF action shall retain the salary being received on the day preceding the effective date of the action, subject to the following limitations:

A) Such employees are not eligible to receive service increments or cost-of-living adjustments for so long as their salaries exceed the maximum for the lower graded class to which they are assigned.

B) Such employees may retain pay in excess of the maximum for the lower graded class to which they are assigned for two years following the effective date of the demotion. If, at the end of the two-year period, the employee is still assigned to a class for which the salary maximum is less than his/her salary, the employee's salary shall be reduced to the maximum for the pay range of the grade to which he or she is then assigned.

C) If such an employee is promoted non-competitively during the two year retention period to a position of equal or lower grade than the position from which he/she was demoted, he/she shall not receive a promotional salary increase. Such an employee is eligible to receive a salary increase upon competitive promotion to a position of higher grade than the position from which he/she was demoted.

Affected employees who receive a grade increase up to their former grade level or who are reinstated to their pre-RIF (or higher) grade levels during the two year reinstatement period shall be entitled to salary equal to that which they would have received if the RIF had not occurred, subject to provision 8.1(B) of these Procedures.

BENEFITS

*9.0 Affected employees who apply for temporary placement may do so under the following conditions:

1. Placement in a temporary position entitles such employees to those rights and benefits associated with the status of the new position.

INTERIM PROCEDURE

2. Employees accepting placement in temporary positions will have the choice of termination from their permanent positions or taking leave without pay for one year. If leave without pay is selected, the employee:

a. must leave employee contributions in the retirement system;

b. may continue health coverage by paying only the employee contribution for 60 days and the total premium for the balance of the period of leave without pay;

c. accept annual leave accumulation pay-off, or "freeze" accumulated annual leave until termination from the temporary position;

d. will not accrue sick and annual leave.

*9.1 When an employee terminated by RIF is rehired or recalled within the two year reinstatement period, the employee will be entitled to the following benefits:

A. ANNUAL LEAVE - Any leave balance which has not been paid out will be recredited to the employee. Further, the employee will accrue annual leave at the rate in effect at the time of position abolishment.

B. SICK LEAVE - All sick leave will be recredited.

C. CREDITED SERVICE - All credited service will be restored, provided that retirement contributions have not been returned. Retirement contributions for employees with less than five years service will be automatically returned unless the employee elects to go on one year leave without pay. If at the end of one year the employee electing leave without pay has not returned to County Service, retirement contributions will be returned. The returning employee will have the option to purchase prior service if he/she has withdrawn retirement credits. An employee with five or more years of credited service will have the option of withdrawing or remaining within the retirement system during the two year reinstatement period, however, no credit will be given for the time during which no contributions were made.

INTERIM PROCEDURE

B. GROUP INSURANCE - Reinstatement will be made without evidence of good health. Credit is given for prior period(s) of insurance participation when determining the length of the continuation period at time of retirement.

DEPARTMENTS/AGENCIES AFFECTED

*10.0 All departments/agencies allocated full and/or part-time positions as defined in Section 3.6 and 3.8 of the Personnel Regulations.

AUTHORITY

*11.0 Section 19, "Reduction-in-Force" Personnel Regulations for Merit System Employees.

1137v

APPENDIX M

INTERIM PROCEDURE

POLICY

2.0 As an alternative to reductions-in-force, the Chief Administrative Officer may furlough some or all employees.

2.1 The Chief Administrative Officer must determine the employees who will be furloughed and the number of days on which employees will be furloughed.

2.2 The Chief Administrative Officer must determine the employees who will be affected by fixed furlough days and those who will be affected by alternate furlough days.

2.3 Furlough days are a permanent loss of an employee's work hours which must not be made up in overtime hours or compensatory time earned by the same or another employee.

2.4 Employees must not be required, allowed, or permitted to work on their fixed or alternate furlough days, or to perform work on other hours or days outside of their regularly scheduled hours to compensate for their furlough days.

2.5 Employees will accrue annual and sick leave on their furlough days on the same basis as if they had worked.

2.6 Neither life insurance nor retirement benefits of employees will be adversely affected by furlough days.

2.7 Employees must elect one of two payroll deduction plans:

A. the Lump-sum Deduction Plan whereby the salary loss represented by a furlough day will be deducted during the pay period in which the furlough day is taken; or

B. the Extended Deduction Plan whereby each employee will be credited with an amount of annual leave which equals the number of furlough days in the furlough plan, and the salary loss represented by the total number of furlough days specified in the furlough plan will be deducted in equal amounts over all pay periods in the furlough period.

APPENDIX N

INTERIM PROCEDURE

2.8 For employees who elect the Extended Deduction Plan, the maximum amount of leave that may be carried over from one leave year to the next will be increased by the number of furlough days in the furlough plan for the two leave years following the furlough period.

2.9 An employee who elects the Lump-sum Deduction Plan and who is scheduled to be furloughed on a specified day will not be permitted to use sick leave, annual leave, parental leave, compensatory time, or any other type of approved leave except leave without pay on that day, even if such leave or compensatory time was scheduled and approved in advance of the declaration of the furlough day. An employee who elects the Lump-sum Deduction Plan and who is on leave without pay on a fixed or alternate furlough day will remain on leave without pay.

2.10 An employee who elects the Extended Deduction Plan must use annual leave on a fixed furlough day, even if another type of leave was scheduled and approved in advance of the declaration of the furlough day. An employee who has exhausted all annual leave must use leave without pay.

2.11 An employee who is on disability leave on a furlough day will not receive the County supplement to Workers' Compensation.

2.12 State/County employees will not receive the County salary supplement on furlough days.

2.13 If an employee who elects the Extended Deduction Plan is separated from County employmegt prior to the entire furlough amount being repaid to the County, the remaining loss of pay attributable to a furlough which was advanced to the employee is a debt to the County which may be deducted from pay, accrued annual leave or compensatory time, or retirement contributions.

2.14 At the conclusion of the furlough period, if for any reason an employee who elects the Extended Deduction Plan has not experienced the total salary loss represented by the number of furlough days in the furlough plan, his or her annual leave balance must be reduced by the number of days which exceed the number of furlough days which the employee actually took.

2.15 For the purpose of the calculation of service increments, awards, salary upon promotion or demotion, or other salary amounts based on the employee's base salary, the figure representing the base salary is not reduced by the salary loss resulting from furlough days.

APPENDIX N

INTERIM PROCEDURE

2.16 If an employee on a fixed furlough day or alternate furlough day scheduled by the department is required to return to work to perform unanticipated work assignments, usually of an emergency nature, the employee will be entitled to receive call-back pay at the overtime rate for all hours worked within the normally scheduled work day, and is guaranteed a minimum of 3 hours of pay at the overtime rate. Alternate furlough hours must be scheduled for the hours subject to call-back pay.

DEFINITIONS

3.0 ALTERNATE FURLOUGH DAY - A day assigned in lieu of a fixed furlough day if:

A. the employee is required to work on a fixed furlough day;

B. the employee is assigned to a unit or function which is scheduled to be furloughed on a fixed furlough day, but the employee is not normally scheduled to work on the fixed furlough day; or

C. no fixed furlough days are declared.

An employee who elects the Lump-sum Deduction Plan must be scheduled by his or her supervisor to take the required number of alternate furlough days within the furlough period.

3.1 EXTENDED DEDUCTION PLAN (EDP) - A method which may be elected by an employee whereby the employee will be credited with an amount of annual leave which equals the number of furlough days in the furlough plan, and the salary loss represented by the total number of furlough days specified in the furlough plan will be deducted in equal amounts over all pay periods in the furlough period. For employees who elect the EDP, the maximum amount of leave that may be carried over from one leave year to the next will be increased by the number of furlough days in the furlough plan for the two leave years following the furlough period.

3.2 FIXED FURLOUGH DAY - A furlough day determined by the Chief Administrative Officer for specified employees. On a fixed furlough day, the offices or work sites of affected employees will be closed to the affected employees and to the public. Seasonal, substitute, or temporary employees must not report to a work site which is closed due to a fixed furlough day.

3.3 FURLOUGH - A temporary, non-pay status and absence from normally scheduled duty required by the Chief Administrative Officer due to lack of sufficient funds or work.

INTERIM PROCEDURE

3.4 FURLOUGH DAY - A furlough day is eight (8) hours for a full-time employee who is regularly scheduled to work 2,080 hours in a work year; 8.4 hours for a full-time employee who is regularly schedule to work 2,184 hours in a work year; and, 9.6 hours for a full-time employee who is regularly scheduled to work 2,496 hours in a work year. A furlough day for a part-time employee or a school-based employee working a 10-month schedule is determined by dividing the number of hours normally scheduled in the pay period by 10, as represented in the formula below.

$$\frac{\text{Hours regularly scheduled to work in pay period}}{10}$$

3.5 FURLOUGH PERIOD - As determined by the Chief Administrative Offica the time period during which affected employees must lose the pay attributable to the furlough days.

3.6 FURLOUGH PLAN - As determined by the Chief Administrative Officer, the number of furlough days for which pay must be taken, the furlo period, the employee groups which will be affected by furlough y and the designation of fixed furlough days, if any.

3.7 LEAVE YEAR - As stated in Section 13-3 of the Personnel Regulation a leave year begins with the first full pay period of a calendar y and ends with the pay period in which December 31st falls.

3.8 LUMP-SUM DEDUCTION PLAN (LDP) - A method which may be elected by a employee whereby the salary loss represented by a furlough day wil be deducted during the pay period in which the furlough day is tak

APPENDIX N

DEPARTMENT OF POLICE
MONTGOMERY COUNTY, MARYLAND

SUBJECT: ADMINISTRATIVE LEAVE

DO 83-07
FUNCTION CODE: 310
DISTRIBUTION: A
EFFECTIVE DATE: 07-15-83

NOTE: FOR PURPOSES OF THIS AGREEMENT, THIS APPENDIX HAS BEEN EDITED, AS THE ADMINISTRATIVE LEAVE PROVISIONS CONTAINED HEREIN PERTAIN SOLELY TO ARTICLE 58. ALL OTHER ADMINISTRATIVE LEAVE IS GOVERNED BY ARTICLE 2.

II. B. By authority of the Chief of Police, unit commanders will place an employee in their command on administrative leave when that employee causes or is responsible for, whether accidental or deliberate:

- the taking of a human life.
- the serious injury of a person.

This action is not punitive and has two purposes:

- to remove the officer from unnecessary contact with the public to allow him sufficient time to recover from the incident and,
- to provide the department sufficient time to conduct a preliminary investigation.

C. By authority of the Chief of Police, unit commanders will place an employee on administrative leave when he has been involved in a traumatic incident. Traumatic incidents for the purposes of this policy are those defined in the Traumatic Incidents Program which require an information session with the police psychologist. These incidents are:

- when the actions of a department employee, whether accidental or deliberate, result in the death or serious injury of a person.
- when members are present at the death or serious injury of a department employee. This includes Communication Division personnel directly responsible for radio or phone service during the incident.
- negotiating team members directly responsible for management of negotiations when the incident terminates in serious injury or death.

Prior to a return to full duty, the affected employee is required to meet with the police psychologist for one session.

APPENDIX O

II. E. Employees will be granted administrative leave by their unit/district commanders to participate in the following activities subject to manpower availability:

- Blood donations - up to three hours at the end of the tour of duty.
- Participation in the Office of Stress Management's Stress Intervention Program - two hours per visit for up to eight visits in a series. Granting of leave is to be coordinated with the participant's immediate supervisor to ensure coverage during the leave period.

III. B. When an employee needs to take administrative leave he will request the leave 10 working days in advance by memorandum to the Chief of Police via the chain of command unless the leave is for an authorized organization activity, for participation in the Stress Management Program or for blood donation.

C. The use of all administrative leave will be documented as follows:

1. A leave request form will be completed and approved by the employee's supervisor prior to the use of the leave.
2. The leave will be recorded on the Bi-weekly Time Sheet as administrative leave on line 08, 09, or 10.

IV. Regulations for Employees on Administrative Leave

A. Employees on administrative leave for routine activities (meetings, employer/employee relations, the Stress Management Program, etc.) will provide their supervisor with:

1. The location of the activity.
2. A phone number at which they can be reached.

B. When employees are placed on administrative leave by a supervisor, the employee, during the hours and days the leave is applicable, will:

1. Be immediately accessible to the department. This requirement will be met if the employee is able to report for duty within one hour of notification.
2. Provide his supervisor with a phone number or other means of immediate contact.

APPENDIX O

V. Resumption of Regular Duties

A. In cases requiring internal investigation, employees may resume regular duties upon the completion of the investigation or inquiry, after meeting with the police psychologist if required by this policy, and subject to the approval and authorization of the Chief of Police.

B. In cases not requiring internal investigation, employees who have experienced traumatic incidents will return to normal duty after meeting with the police psychologist.

APPENDIX O

Montgomery County Government

MEMORANDUM

TO:

FROM:

SUBJECT: Administrative Leave

DATE:

In compliance with Department policy (FC 310), you are hereby notified that you are being placed on administrative leave. This action is not punitive.

The following information is provided to ensure that you understand the reason for this action, your rights, and your responsibilities.

1. Reason: _____

_____

2. Work schedule - the hours during which you must be available to the Department. Available is defined in Department Policy as providing a phone number at which you can be reached and being able to respond to your duty station within one hour.

_____

3. [ ] The incident you were involved in qualifies under the Department's Traumatic Incidents Program. During the next 48 hours you must contact the Police Psychologist and schedule an information session. The Office of Stress Management phone number is 279-1269.

   The psychologist will provide you with verification of compliance with this requirement, which must be presented to your unit commander upon your return to duty.

4. [ ] There will be an internal investigation conducted of the incident. The Chief of Police will be notified verbally of the incident. He will determine any further action to be taken. In compliance with the Police Officers' Bill of Rights, the Chief may immediately return you to full duty, continue your administrative leave, or suspend you without pay pending further investigation.

5. You will be informed in writing by the Chief of Police of any further information concerning his initial actions and any further requirements of you.

6. You will continue in your present pay status until and unless you are advised differently.

7. During the hours other than your work schedule (paragraph 2) you are free to come and go without restriction.

8. You are not restricted in any way from working at your normal secondary employment, if applicable. If you do work, you must comply with the availability requirement in paragraph 2.

APPENDIX O

MCP 32

Department of Police

POLICE
Montgomery County, MD

Office of Stress Management

50 West Montgomery Ave Suite 330 Rockville, MD 20850 / Telephone: 279-1269

STRESS INTERVENTION PROGRAM REFERRAL TECHNIQUES

INSTRUCTIONAL OBJECTIVES

After review of these materials, you should be able to:

1. Explain the Stress Concept
2. Explain the Office of Stress Management Programs
   - Eligibility
   - Contact Procedures
   - Services
   - Policies on Confidentiality
3. Refer effectively by use of
   - motivational and listening techniques
   - appropriate self-disclosure
   - supervisory recommendation

The materials included in the supervisor's manual summarize the official policies and procedures of the Office of Stress Management, and do not contain complete details of programs. In the case of additional questions regarding program policies and activities, the supervisor may consult the complete OSM Policies and Procedures Manual housed in central administrative offices and in OSM, or consult the Director of the program.

Every effort has been made to summarize programs accurately. If conflict exists between approved complete policies and procedures and these materials, however, the complete document applies.

APPENDIX O

POLICE

Office of Stress Management

50 West Montgomery Ave Suite 330 Rockville, MD 20850 / Telephone: 279-1269

SUPERVISOR'S HANDBOOK

CONTENTS

I. THE STRESS CONCEPT

II. OVERVIEW OF OFFICE OF STRESS MANAGEMENT (OSM)

- A. Service Programs
  - 1. Stress Intervention Program
  - 2. Diversion Program
  - 3. Traumatic Incidents Program
- B. Education & Training
  - 1. In-Service Training
  - 2. Special Topic Seminars
  - 3. Stress Information Packages
- C. Consultation and Research

III. STRESS INTERVENTION PROGRAM

- A. Eligibility
- B. Contact Procedures
- C. Services
  - 1. Assessment
  - 2. Short-Term Consultation
  - 3. Client Representation
- D. Policy on Confidentiality
- E. Referral Techniques
  - 1. Motivation
  - 2. Interviewing Skills
  - 3. The Referral
- F. Work Evaluations
- G. Supervisor Support
  - 1. Follow-Up
  - 2. Facilitation in the Workplace

APPENDIX O

IV. DIVERSION PROGRAM

A. Eligibility
B. Contact Procedures
C. Services

1. Assessment
2. Contract Preparation
3. Service Provision
4. Disposition

D. Policy on Confidentiality
E. Referrals
F. Cost

V. TRAUMATIC INCIDENTS PROGRAM

A. Eligibility
B. Contact Procedures

1. Automatic Referrals
2. Discretionary Referrals & Self-Referrals

C. Services
D. Policy on Confidentiality
E. Referral Techniques
F. Fitness for Duty

VI. GENERAL OSM POLICIES

A. Leave to Participate in OSM Programs

1. Stress Intervention Program
2. Diversion Program
3. Traumatic Incidents Program
4. Other OSM Activities

B. Fitness for Duty Determinations
C. Sick Leave
D. Leave Without Pay Status

APPENDIX: Background Readings on Stress Intervention Referral

1. Reflecting, Paraphrasing and Clarifying
2. Communicating Respect
3. Appropriate Self-disclosure

APPENDIX O

WL-3

PURPOSE

1.0 To implement a procedure for a compressed work schedule for employees in County Government workplaces, and to provide for evaluation of those procedures.

DEFINITION

2.0 Compressed Work Schedule - allows employees to work eighty (80) hours in nine (9) days with the following fixed schedule:

8 days at 9 hours a day, and
1 day at 8 hours a day.

2.2 Workweek - a workweek is any repeating seven day (168 hours) work schedule. This can also be called a work period.

2.3 Work Schedule - the normal work schedule for County employees is 12:00 A.M. Sunday to 11:59 P.M. Saturday. Four different work schedules for the compressed work schedule were established as follows:

Schedule A - 12:01 P.M. Monday through 12:00 Noon Monday, with the first Monday off during the two week pay period;

Schedule B - 12:01 P.M. Monday through 12:00 Noon Monday, with the second Monday off during the two week pay period;

Schedule C - 12:01 P.M. Friday through 12:00 Noon Friday, with the first Friday off during the two week pay period; and

Schedule D - 12:01 P.M. Friday through 12:00 Noon Friday, with the second Friday off during the two week pay period.

POLICY

3.0 Any full-time unrepresented County Government employee and any employee within the Office, Professional and Technical and Service, Labor and Trade Bargaining Units may, with the supervisor's approval, work a compressed work schedule.

3.1 A compressed work schedule does not affect the employee's salary, benefits, or job responsibilities. The employee is eligible for overtime compensation consistent with Administrative Procedures 4-27, Overtime Compensation for Employees, Grade 25 and Above; 4-28, Overtime Compensation for Exempt Employees Below Grade 25; and 4-29, Overtime Compensation for Non-Exempt Employees. Overtime compensation will not be paid as a result of an employee working a compressed work schedule.

3.2 All requests for participation in the compressed work schedule must be reviewed by the department head, according to the following standards:

WL-3

A. operational requirements must be met;

B. service to the public or client population must be maintained or improved;

C. costs to the County will not be increased;

D. each office or operation must be covered during the normal period of public service; and

E. the compressed work schedule will not diminish the ability of the department to assign responsibility and accountability to individual employees for the provision of County services and the performance of their official duties.

3.3 The supervisor may require the employee to withdraw from the compressed work schedule if operating requirements in 3.2 above are not being met, after giving the employee notice of the problem and a reasonable opportunity to correct the situation.

3.4 An employee may withdraw from the compressed work schedule at any time.

3.5 It is recognized that some operations within the County Government do not lend themselves to a compressed work schedule. A Department head may exclude organizational units or positions from a compressed work schedule. Where a compressed work schedule is allowed, the department head may specify the schedules and day off that will be available to employees in accordance with operational requirements, and may exclude employees with bona fide performance or attendance problems.

3.6 The day off may only be a Monday or a Friday. The options are one of the following days: Schedule A, first Monday in a pay period; Schedule B, second Monday in a pay period; Schedule C, first Friday in a pay period; and Schedule D, second Friday in a pay period.

3.7 When a holiday falls on a regularly scheduled day off, department heads are encouraged to schedule the employee on an alternative day off in the pay period in which the holiday falls in lieu of compensatory time. An employee will be granted 9 hours of compensatory time if not scheduled for an alternate day off in the pay period.

3.8 If an employee requests annual or sick leave for a day on which the employee is scheduled to work 9 hours, the employee would record 9 hours of annual or sick leave on the time sheet for that day. Similarly, if taking leave on the day the employee is scheduled to work 8 hours, the employee would record 8 hours of leave on the time sheet for that day.

3.9 The Compressed Work Schedule will be evaluated by the Work/Life Committee members on a triennial basis.

WL-3

GENERAL

4.0 Management can assign an employee to be off either the first Monday/Friday or the second Monday/Friday of the two week pay period.

4.1 The employee must understand and adhere to the following information in order to participate in the Compressed Work Schedule:

A. The Monday or Friday that the employee is scheduled to work 8 hours (every other week) has special significance as this day actually splits work schedules.

B. Since the work schedule for all compressed work schedules ends at 12:00 Noon, hours worked before 12:00 Noon are in one workweek and hours worked after 12:00 Noon are in another workweek.

C. When the employee works 8 hours on a Monday or Friday (varies depending on the schedule), the hours are split into two different workweeks and in addition for Schedules B and C, the hours are also split between two different pay periods (timesheets).

D. It is mandatory that when an employee is scheduled to work for eight hours (one day every two weeks), four hours must be worked before 12:00 Noon and four hours after 12:00 Noon. Failure to follow this requirement could lead to overtime liabilities. Because of the splitting of the workweek, the one eight-hour day scheduled every two weeks cannot be switched to another day during the pay period.

PROCEDURE

5.0	Employee	Submit the attached Compressed Work Schedule Agreement to the supervisor, including the requested fixed day off in each pay period.
5.1	Supervisor	Review the Agreement and meet with the employee to discuss the Compressed Work Schedule Agreement, including timekeeping and adjusting the arrangement if necessary to maintain the effectiveness of the work unit. If the supervisor and employee agree to the terms of the Compressed Work Schedule Agreement, the supervisor and employee sign the Agreement, and forward the signed Agreement to the Department Head for approval. If the supervisor and the employee cannot agree to the terms of the Compressed Work Schedule Agreement, the supervisor must forward a summary of the areas of agreement and disagreement to the Department Head with a copy of the employee's proposal.

5.2	Department Head	Review the Compressed Work Schedule Agreement, and either approve the Agreement or suggest changes to the Agreement for consideration by the employee and supervisor. Attempt to resolve any disagreement between the employee and the supervisor to facilitate implementation of the Compressed Work Schedule Agreement. Make final decision on the request for compressed work schedule based on standards set out in this procedure for Compressed Work Schedule Arrangements. Provide a copy of the approved or disapproved Compressed Work Schedule Agreement to the employee, retain a copy for the department's files, and send a copy to the Work/Life Committee c/o Personnel Office. If the Compressed Work Schedule Agreement is disapproved, the reasons for disapproval must be provided to the employee and the Work/Life Committee.
5.3	Work/Life Committee	Maintain a file of Compressed Work Schedule Agreements and conduct a program evaluation on a triennial basis.

AUTHORITY

6.0 Personnel Regulation 9-9(d), Alteration of workday or workweek. Subject to Administrative Procedures established by the Chief Administrative Officer and the Fair Labor Standards Act, employees may request reasonable alterations of their normally scheduled workday or work schedule. In such circumstances, leave time may be granted by the department head on an hour-for-hour basis. Overtime compensation must not be paid an employee who requests an alteration to the regular workday or work schedule.

DEPARTMENTS AFFECTED

7.0 All County Departments

ATTACHMENTS

Compressed Work Schedule Agreement

APPENDIX Q

(Article 15, Hours and Working Conditions, Section A.6)

MODIFIED COMPRESSED WORK HOURS - SPECIAL ASSIGNMENT TEAMS

Special Assignment Teams using "Modified Compressed Work Hours" work as follows.

1. **At the beginning of eacn month, a work schedule for 2 full pay periods in advance will be announced.**

2. **Each pay period will be as follows. The first Monday of the pay period will be an 8-hour day, followed by four 9-hour days the first week and five 9-hour days the second week.**

3. **Based upon unit seniority (Article 12), each officer will be allowed to select one of the 9-hour days off during the pay period, thus resulting in an 80 hour work period.**

4. **Unit leave buffers will be considered to govern the number of officers off on any given workday.**

5. **All unit members may be required to work the initial 8-hour day at the beginning of the pay period.**

6. **Unit members choosing not to participate in the compressed workweek will continue to work the normal ten 8-hour days.**

APPENDIX R (Article 15, Section T)

MEMORANDUM OF UNDERSTANDING

PERMANENT SHIFT IMPLEMENTATION

Only Patrol, first responders (traffic and SAT excluded) will be eligible to participate in the Permanent Shift Plan. In order to implement the Permanent Shift Plan, a three tiered system shall be used.

1. To the extent possible, the assignment of permanent shift hours will be accomplished based upon employees stated preferences. Employee preferences for shift assignments shall be made on the basis of seniority, as defined by Article 12 *Seniority*, of the Collective Bargaining Agreement, and position availability. Non-probationary P01's, P02's P03's, MPO's and Sergeants will be eligible for voluntary shift assignment. MPO's shall bid with other MPO's as a class. Sergeants shall bid with other Sergeants as a class.

   Probationary P01's are not subject to the shift bidding procedures and will be assigned to a shift based upon operational, training and developmental needs. When there is a waiting list of volunteers for shift hours and a probationary P01 is pending placement on a shift, the probationary P01 may be assigned the shift hours before a volunteer.

2. All non-probationary P01's, P02's P03's, MPO's and Sergeants will indicate their first and second choices of a shift assignment within their district. Subject to item #5 below, the assignment of personnel to the day, evening and midnight shifts will be based upon seniority order and position availability within the district.

3. Once all the first and second choices of assignments have been made according to seniority order and position availability, a list of openings department wide, to include each district, will be posted for review by all personnel who were unable to get their first or second choice of assignment. Those personnel who did not get their first or second choice will be asked to indicate in rank order their next five choices of assignment based upon the remaining openings throughout the department. Preferences will be given to assigning officers within their own district first. Assignments will then be made department wide in seniority order.

4. At the completion of item #3 above, a final list of openings department wide, to include each district, will be posted for review by all personnel who were unable to get their choices of assignment. The list will be filled in seniority order from the remaining available positions and then the next senior person selects his/her assignment, etc. until the last non-probationary P01 indicates his/her selection of assignment.

5. *Special Skills.*
   a. The department will seek intoximeter operator volunteers for assignment onto each of the shifts with priority given to the evening and midnight shifts. If there are no intoximeter operator volunteers from within the district, the

department will search countywide for an intoximeter operator volunteer for the available shift hours. If a volunteer from another district is found and based upon bona fide operational need as reasonably determined by the employer, a shortage is not created within the officer's originating district, that officer will permanently be assigned to the district that is in need of an intoximeter operator. In the event that no volunteers that meet the above criteria from other districts come forward, the operator(s) will be selected by inverse seniority from the station personnel list. The department will use its best efforts to assign an officer from the shift on which an intoximeter operator was involuntarily transferred onto, to the next intoximeter training school for which a vacancy exists. Once this officer is trained and certified, the officer who was involuntarily transferred will be transferred back to his/her original shift.

b. For other specialized skill requirements, i.e., FTO, Shift ID, Laser/Radar the Department will train officers currently on the shift to fill those skill requirements.

c. Except for tracking purposes, no record will be maintained nor will any adverse action result from an employee exercising his/her rights under this section.

6. In order to effect the transition to permanent shifts, it is the understanding of the parties that a minimum of three weeks notice of schedule change shall be provided

7. In order to implement the permanent shift schedule, the current list of transfer requests from district to district will be abolished and re-established pursuant to Article 15, Section T2 of the Collective Bargaining Agreement.

8. If, in order to implement this program, the Department must rescind previously approved leave, the department will pay non-reimbursed reservation costs incurred by an employee as a result of the leave rescission.

Finally, in order to ensure that disputes are minimized and handled expeditiously regarding the application of seniority and the choice of shift assignments, the parties will utilize the following process in reviewing the selections during the implementation of the Permanent Shift Program. The Department and the Union shall jointly review the shift assignments based upon the expressed preferences of bargaining unit employees. This review shall occur concurrent with the assignments being made. Any dispute concerning a current placement from employee choices shall be subject to review by a panel of 3 members jointly appointed by the Union and Department (2 members to be selected by the Union and 1 member to be selected by the Employer). The decision of the panel shall be final. Notice of any dispute must be provided to both parties within 96 hours of employee's receipt of notice of assignment.

August 27, 2002

Walter E. Bader, President
Fraternal Order of Police Lodge #35, Inc.
18512 Office Park Drive
Gaithersburg, Maryland 20879

Re: Transfer Requests to a District

Dear President Bader:

I am writing to confirm the transfer policy that was discussed during negotiations over the Permanent day/evening shift schedule. The parties have also agreed to the following:

- Officers who submit a request to be transferred to a district will complete a District Transfer Request Form, MCP 329 and forward it directly to the Field Services Bureau Administration.
- The transfer request is for location only, the officer will be assigned to shift hours based upon bona fide operational need, as reasonably determined by the employer.
- Once the transfer request has been submitted, the officer is subject to being transferred to the requested district with three weeks notice.
- It is the responsibility of the officer who is requesting the transfer to rescind the transfer prior to the date when she/he **receives written notice** of the effective date of the transfer.
- The individual transfer request will be given priority according to the date the transfer request was received in the Field Services Bureau. The transfer request will be filed with all other transfer requests by the location of the requested district(s). A copy of the District Transfer Request Form will be forwarded to the requesting officer and his/her district commander.
- See Permanent Shift Implementation Agreement, Item 7, regarding the abolishment of the list immediately prior to implementation of the Permanent Shift Program.

If you disagree with anything that I have written, please let me know. Otherwise, I will consider the above as the understanding of both parties.

Sincerely,

Lieutenant Christina B. Faass
Legal and Labor Relations Division

APPENDIX R

OPEN ACCESS
No PCP Referrals

CareFirst BlueCross BlueShield

Montgomery County Government
Point of Service Product is Now Open Access

CareFirst is thrilled to announce that beginning January 1, 2004, your Point of Service Plan will include an Open Access feature!

What does Open Access mean?

No referrals from a primary care physician (PCP) needed to access specialists!

See the specialists you choose, without a referral.
With Point of Service Open Access, you and your dependents choose a Primary Care Physician (PCP) to coordinate your care, but you are free to visit specialists such as dermatologists, podiatrists and others, without a referral. This can save you time and paperwork. Which puts important health care decisions where they belong—back in your hands.

The Freedom to:

- See specialists without a PCP referral
- Access a large network of physicians and hospitals throughout Maryland, D.C. and Virginia
- Seek care in or out of network

Choice means more with so many providers to choose from.
The CareFirst BlueChoice/MPOS networks includes over 4,000 PCPs, 20,000 specialists and 75 area hospitals throughout Maryland, D.C. and Virginia. Which means that when you self-refer, you'll also have a choice of health care providers that are convenient to you.

No PCP Referrals

- There are no in-network referrals – hassle free & no paperwork
- Members can still self-refer out of the CareFirst BlueChoice/MPOS networks
- While lab work and radiology services will not require a referral, a requisition will still be required for lab services and a prescription is still required for radiology services for our network providers.

Freedom to See Any Provider

- Members pay less out-of-pocket when they receive care from BlueChoice/MPOS providers.
- Members can go to any provider outsi the BlueChoice/MPOS networks and will pay a higher out-of-pocket cost.

Frequently Asked Questions

What procedures require a pre-approval and/or authorization?
Certain services require Plan approval, such as infertility treatments and services performed in the outpatient department of a hospital. Chiropractic services require Plan authorization from the first date of service.

What if I don't get prior approval or a referral?
You do not need a PCP referral to seek in or out-of-network care. However, in cases when you need an authorization and you or your provider do not obtain one, benefits for covered services will be considered at the out-of-network level.

CareFirst BlueCross BlueShield is the shared business name of CareFirst of Maryland, Inc. and Group Hospitalization and Medical Services, Inc. which are independent licensees of the Blue Cross and Blue Shield Association.® Registered trademark of the Blue Cross and Blue Shield Association.® Registered trademark of CareFirst of Maryland, Inc.

MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JULY 1, 2021

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	$53,288	$55,953	$58,751	$61,689	$67,860
1	2	$55,154	$57,913	$60,809	$63,849	$70,234
2	3	$57,085	$59,939	$62,938	$66,086	$72,692
3	4	$59,082	$62,037	$65,141	$68,397	$75,236
4	5	$61,151	$64,209	$67,420	$70,793	$77,872
5	6	$63,293	$66,458	$69,782	$73,271	$80,597
6	7	$65,509	$68,785	$72,224	$75,836	$83,420
7	8	$67,802	$71,191	$74,752	$78,491	$86,339
8	9	$70,176	$73,684	$77,370	$81,238	$89,361
9	10	$72,631	$76,263	$80,077	$84,082	$92,490
10	11	$75,174	$78,934	$82,882	$87,026	$95,727
11	12	$77,808	$81,696	$85,783	$90,072	$99,077
12	13	$80,530	$84,555	$88,785	$93,225	$102,545
13	14	$83,350	$87,517	$91,894	$96,489	$106,134
14	15	$86,267	$90,582	$95,112	$99,865	$109,849
16 YEAR LONGEVITY (3.5%)	17+	$89,286	$93,752	$98,440	$103,360	$113,694
20 YEAR LONGEVITY (3.5%)	21+	$92,411	$97,033	$101,886	$106,978	$117,673

APPENDIX T

MONTGOMERY COUNTY GOVERNMENT
POLICE BARGAINING UNIT UNIFORM SALARY SCHEDULE
FISCAL YEAR 2022
EFFECTIVE JANUARY 2, 2022
GWA: 2.50% INCREASE

STEP	YEAR	PO I	PO II	PO III	MPO	SGT
0	1	$54,620	$57,352	$60,220	$63,231	$69,556
1	2	$56,533	$59,361	$62,329	$65,445	$71,990
2	3	$58,512	$61,437	$64,512	$67,738	$74,510
3	4	$60,559	$63,588	$66,769	$70,107	$77,117
4	5	$62,679	$65,814	$69,106	$72,563	$79,819
5	6	$64,876	$68,120	$71,527	$75,103	$82,612
6	7	$67,147	$70,504	$74,030	$77,732	$85,505
7	8	$69,497	$72,971	$76,620	$80,453	$88,497
8	9	$71,930	$75,526	$79,305	$83,268	$91,595
9	10	$74,447	$78,170	$82,079	$86,184	$94,802
10	11	$77,053	$80,907	$84,954	$89,202	$98,120
11	12	$79,753	$83,739	$87,927	$92,324	$101,554
12	13	$82,543	$86,668	$91,005	$95,555	$105,109
13	14	$85,434	$89,705	$94,191	$98,901	$108,788
14	15	$88,424	$92,846	$97,489	$102,361	$112,596
16 YEAR LONGEVITY (3.5%)	17+	$91,518	$96,096	$100,902	$105,944	$116,536
20 YEAR LONGEVITY (3.5%)	21+	$94,722	$99,459	$104,433	$109,652	$120,615

FY22 Notes:

1) Starting salary for Police Officer Candidate is $54,620.

APPENDIX T

APPENDIX U
Traffic Stop Data Collection

Fraternal Order of Police, Lodge 35, Inc.("FOP), and Montgomery County, Maryland ("Employer"), agree to the following amendments to their July 1, 2007 to June 30, 2010, Collective Bargaining Agreement (CBA).

A. *The parties agree to the following:*

1. Individual officers will record every traffic stop by entering into an electronic database all data fields listed in TA, Section 25-113. A Traffic stop is any instance in which a MCPD officer for any reason directs a person operating a motor vehicle of any type to stop and the motorist is detained for any period of time. Traffic stops subject to exemption from data collection under the law will also be exempt as it applies to this agreement.

2. The officer's identification number shall be reported with the traffic stop data.

3. Traffic stops will be recorded using the appropriate means and transmitted by using the appropriate computer interface (currently MDC or desktop computer when MDC is not available) by those officers who have access to them.

4. All traffic stops must be documented. The employer will provide employees with the means for the recording and transmittal of the data. If an officer makes a traffic stop and no MDC is available, the officer will transmit the recorded information on the desktop computer, preferably before the end of the tour, or when next on duty.

5. In the event the officer does not issue a written document, the officer will provide the citizen with the officer's business card and verbally inform the citizen the reason for the stop.

B. *Definitions.*

1. A traffic stop download database is the electronic file that holds all fields of data collected at the direction of the MCPD, and entered by individuals officers. The data collected will include each officer's identification number, as well as those fields listed in Section 25-113 of the Maryland Transportation Article (TA), as amended.

2. A traffic document database is the electronic file that holds all fields of data entered from traffic citations, traffic warnings, Equipment Repair Orders, parking citations and other forms that relate to traffic violations or vehicles.

C. *Data Retention.*

1. With respect to the traffic stop download database, the Department will maintain a "rolling"24 months of data in the electronic file. The oldest data will be deleted from the database regularly so that no more than 24 months of data will be maintained. Officer identification number will be deleted after three (3) months. In the event no traffic citation, traffic warning, or equipment repair order is issued, officer identification number will be deleted after seventy-two (72) hours.

2. With respect to the traffic stop documentation database, the Department will maintain the data in this electronic file indefinitely. Officer identification numbers will be deleted from the database after three (3) months.

3. The employer may collect the identification numbers of employees reporting traffic stop data solely for the purpose of verifying compliance with traffic stop data reporting requirements.