

Resolution No.: 17-731  
Introduced: April 9, 2013  
Adopted: April 30, 2013

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Government Operations and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Fraternal Order of Police

**Background**

1. Section 510 of the County Charter requires the County Council to provide by law for collective bargaining with binding arbitration with an authorized representative of the County police officers.
2. Chapter 33, Article V of the County Code implements Section 510 of the Charter and provides for collective bargaining with representatives of certain police officers and for review of the resulting agreement by the County Council.
3. On April 1, 2013, the County Executive submitted to the Council an agreement between the County government and Fraternal Order of Police to amend the existing collective bargaining agreement between the parties effective July 1, 2012 through June 30, 2015. A copy of the Agreement is attached to this Resolution.
4. The County Executive outlined the terms and conditions of the collective bargaining agreement that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Government Operations and Fiscal Policy Committee considered the Agreement at a worksession on April 22, 2013 and made recommendations on April 25.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreement.

**Action**

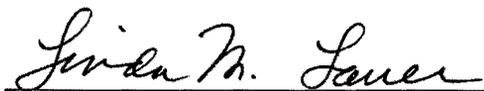
The County Council for Montgomery County, Maryland approves the following resolution:

The County Council intends to approve full funding and approve the following amendments:

1. 2.1% general wage adjustment for all bargaining unit members on the first pay period after July 1, 2013.
2. 3.5% service increments for all eligible members.
3. 1.75% service increment for FY11 for all eligible members on the first pay period after February 1, 2014.
4. 3.5% longevity increment for bargaining unit members with 20 years of service.
5. 7% increase in shift differentials for members.
6. 7% increase in clothing allowance for members.
7. End prescription drug 90-day formulary grace period.
8. Tuition assistance cap at \$135,000.

The Council intends to approve the group insurance provisions as they were approved in the FY13 operating budget with two minor changes that reflect this collective bargaining agreement. The Council intends to approve all other provisions of the Agreement subject to Council review.

This is a correct copy of Council action.



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Linda M. Lauer, Clerk of the Council

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

The Montgomery County Government (Employer) and the Fraternal Order of Police, Montgomery County Lodge 35, Inc. (Union), agree to amend the Collective Bargaining Agreement effective July 2, 2012 for the employees in the Police Bargaining Unit as follows:

Please use the following key when reading this agreement:

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

\* \* \*

**Article 6 Clothing Allowance**

*Section A.* [Effective July 1, 2007 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	\$1176
SAT	\$758
Casual	\$500
Partial	\$343

Effective July 1, 2008 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	\$1213
SAT	\$782
Casual	\$516
Partial	\$354]

Effective July 1, [2009] 2013 the clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	<del>[\$1251]</del> <u>\$1338</u>
SAT	<del>[\$806]</del> <u>\$862</u>
Casual	<del>[\$532]</del> <u>\$569</u>
Partial	<del>[\$365]</del> <u>\$391</u>

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.

\* \* \*

## Article 24 Insurance Coverage and Premiums

\* \* \*

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.

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.

\* \* \*

## 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.

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

\* \* \*

## Article 31 Reopener

\* \* \*

### Section G. Reopener Matters.

1. On or before September 1, 2013, 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. 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, 2013.
2. On or before March 2, 2014, 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. 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, 2014.
3. On or before September 1, 2014, 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. 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, 2014.

The parties will schedule arbitrators for all three reopener sessions by no later than July 15, 2013. 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 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 [and] 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. [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.

\* \* \*

#### **Article 41 Shift Differential**

*Section A. Amount.* [Officers shall receive one dollar and twenty-four cents (\$1.24) 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 sixty-five cents (\$1.65) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m. The hourly pay differential shall increase to one dollar and twenty-eight cents (\$1.28) and one dollar and seventy cents (\$1.70) respectively, effective the first full pay period following July 1, 2008. The hourly pay differential shall increase to one dollar and thirty-three cents (\$1.33) and one dollar and seventy-five cents (\$1.75) respectively, effective the first full pay period following July 1, 2009.] 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 47 Duration of Contract**

This agreement shall become effective on July 1, 2012, and terminate on June 30, [2014] 2015.

\* \* \*

#### **Article 71 Employee Benefits Committee.**

1. Effective July 1, 2013, the parties shall jointly establish an Employee Benefits Committee through December 31, 2013 (which may include any other employee organization) to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 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 December 31, 2013.
7. This section may be modified by written agreement of the parties.

**Memorandum of Agreement**  
**between**  
**Fraternal Order of Police Montgomery County Lodge 35, Inc.**  
**and**  
**the Montgomery County Government**  
**For July 1, 2012 to June 30, 2015**

The Parties hereto, the Fraternal Order of Police, Lodge 35 and Montgomery County Maryland, agree to amend the Collective Bargaining Agreement effective July 1, 2012, for the employees in the Police bargaining unit, as follows.

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1. The County Executive shall make a good faith effort to have all terms and conditions implemented by Council action. The County Executive shall take all actions within his legal authority necessary to obtain the approval and funding for this Agreement from the Montgomery County Council including, but not limited to, proposing legislation, estimating the cost of this Agreement for the County Council, and making public statements and press releases in favor of this Agreement.
  
2. All terms of the July 1, 2012 to June 30, 2014 Collective Bargaining Agreement, and the Side Letters and Appendices thereto, continue unchanged, subject to the following amendments.
  
3. **Article 6 Clothing Allowance.** Replace Article 6, Section A, with the following:

**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	<del>\$1251</del> \$1338

SAT	\$806 \$862
Casual	\$532 \$569
Partial	\$365 \$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.

4. **Article 24, Insurance Coverage and Premiums, Section C.** Amend Article 24, *Section C*, by adding the following paragraph:

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.

5. **Article 28, Service Increments.** Amend Article 28, *Section A*, as follows:

*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.

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

6. **Article 31, Reopener:** Add to Article 31 a new Section G:

## Article 31 Reopener

\* \* \*

### Section G. *Reopener Matters.*

1. On or before September 1, 2013, 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. 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, 2013.
2. On or before March 2, 2014, 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. 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, 2014.
3. On or before September 1, 2014, 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. 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, 2014.

The parties will schedule arbitrators for all three reopener sessions by no later than July 15, 2013. 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.

7. **Article 36, Wages:** Add a new paragraph to Article 36, Section A as follows:

#### **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 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, ~~and 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.  
[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.**

8. **Article 41, Shift Differentials.** Replace Article 41, *Section A*, with the following:

**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.**

9. **Article 47, Duration.** Amend current language as follows:

#### **Article 47 Duration of Contract**

This agreement shall become effective on July 1, 2012, and terminate on June 30, ~~2014~~ **2015**.

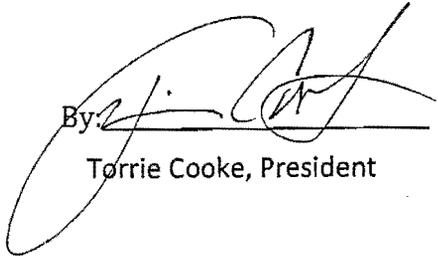
10. **Article 71, Health Trust Committee:** Add the following NEW Article 71 Health Trust Committee :

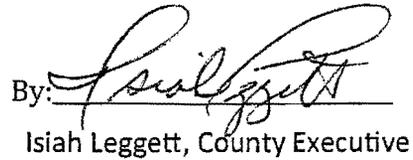
#### **Article 71 Employee Benefits Committee.**

1. Effective July 1, 2013, the parties shall jointly establish an Employee Benefits Committee through December 31, 2013 (which may include any other employee organization) to study, review, and evaluate the feasibility of establishing a union health care trust, joint healthcare trust or Union administered plan for possible implementation no later than January 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 December 31, 2013.
7. This section may be modified by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this 11 day of ~~February~~, 2013.  
*March*

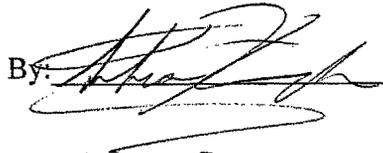
**Fraternal Order of Police, Lodge 35, Inc.:      Montgomery County, Maryland:**

By:  \_\_\_\_\_  
Torrie Cooke, President      Date      3/11/13

By:  \_\_\_\_\_  
Isiah Leggett, County Executive      Date      4/1/13

By: \_\_\_\_\_  
Marc Zifcak, Chief Negotiator      Date

Approved as to form and legality  
Office of the County Attorney

By:  \_\_\_\_\_  
Date      3/28/13

**Memorandum of Understanding between  
Fraternal Order of Police Montgomery County Lodge 35, Inc. and  
the Montgomery County Government  
Montgomery County Maryland  
For July 1, 2012 to June 30, 2015**

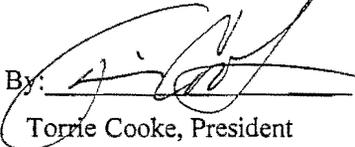
This Memorandum of Understanding between the Montgomery County Government (hereinafter, the "County") and the Fraternal Order of Police Montgomery County Maryland Lodge 35, Inc. (hereinafter the "FOP") hereby memorializes the agreements between the parties, arising out of collective bargaining negotiations that occurred during November, 2012 through January, 2013.

1. The parties acknowledge that certain provisions of the Collective Bargaining Agreement are inconsistent with Montgomery County Council Resolution No. 17-149 and Bill 11-11, which are currently the subject of a legal challenge filed by the FOP.
2. The parties accordingly have reached no agreement regarding the subject matter covered in these provisions.
3. By amending the a Collective Bargaining Agreement effective July 1, 2012 through June 30, 2014, (now June 30, 2015) the parties do not intend to affect the rights or positions of the parties on any subject matters covered in any litigation between the parties as it relates to the matters covered in the Resolution and Bill.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officer and representatives, this \_\_\_\_\_ day of February, 2013.

**Fraternal Order of Police, Lodge 35, Inc.:**

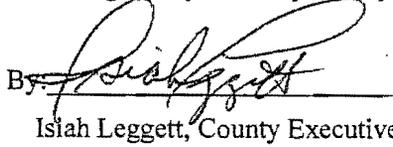
**Montgomery County, Maryland:**

By: 

Torrie Cooke, President

3/11/13

Date

By: 

Isiah Leggett, County Executive

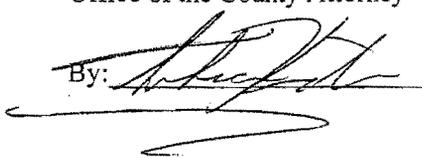
4/1/13

Date

By: \_\_\_\_\_

Marc Zifcak, Chief Negotiator Date

Approved as to form and legality  
Office of the County Attorney

By: 

3/28/13

Date