



Negotiations News

2010 Tentative Agreement Summary for Ratification

February 21, 2012

We entered into negotiations this year in a unique position. There are two court cases ongoing regarding binding arbitration under our labor law. In one case, the County Executive claims that he is not bound to submit in his recommended budget a request for funding pay and benefits in a collectively bargained agreement or an agreement arising from binding arbitration. In a second case, the County defends unilateral action taken by the County Council pursuant to the budget process which altered existing benefits established through collective bargaining. Until the courts decide these cases, there is in effect, no binding arbitration over pay and benefits in Montgomery County.

The agreement summarized below is the result of many hours of work and the efforts of all the members of the negotiations committee. The FOP could have held out, gone to arbitration and won an award from the arbitrator that provided more. Absent resolution of the outstanding court cases, Ike Leggett and the County Council would still do whatever they want to do. The outcome would be changes to working conditions that would be binding, with changes to economic provisions that were not binding. Reaching an agreement was the best option in the current environment.

The membership must vote on whether to ratify the agreement. Members may cast their vote in person or via email. Electronic or email voting requires that the member submit at a minimum: an MCPID number, the last four of the member's Social Security Number, the month and year of hire and name for the vote to be counted. Include "RATIFICATION" in the subject line. Vote "FOR" or "AGAINST" ratification in the body of the email. **We recommend members for "FOR" ratification of this agreement.**

A copy of the actual signed document will be available for viewing at all information sessions and at the Lodge office. A Lodge officer will be scheduled to be available to answer member questions during balloting. Information sessions will be held at the Gaithersburg Hilton on Perry Parkway in Gaithersburg on Tuesday, February 21, 2012 and Thursday, February 23, 2012 from 1:00 p.m. to 9:00 p.m. Members may vote at the office at any time. A schedule of times a Lodge officer will be available at the office will be posted.

Email ballots should be addressed to ratification@foplodge35.com.

Marc B. Zifcak
President

Summary of Agreement

Article 2 -Unit members who are organ donors shall receive organ donor leave for 7 days in any 12 month period to donate marrow or up to 30 days in any 12 month period to donate an organ.

Article 6 Clothing Allowance - Officers assigned to the academy who participate in the physical training of the recruits will be provided a running shoe allowance of \$95.

Bike officers who are assigned to full-time units will be receive an annual shoe allowance of \$115 to purchase bike shoes. Part-time riders will receive a \$115 shoe allowance every two years in order to purchase bike shoes. If shoes become unserviceable between receiving allowances the rider will be receive a new shoe allowance to replace the unserviceable shoes, once the shoes have been turned in to supply.

Article 15 Hours and Working conditions - PCAT will receive a 72 hour advance notice of a changed schedule for a one workday schedule.

Article 25 Transfers (Side Letter) - SRO interview panels may include a member of Montgomery County Public Schools (administrative level) who will only be a present at the interview, with no access to or review of an officer's personnel file.

Article 26 Non-Discrimination - Members can file both an EEOC complaint and a grievance for discrimination. Members no longer have to choose between filing a grievance or an EEOC complaint.

Article 27 Secondary Employment - Indefinite approvals will be confirmed every thirty-six months through request from the police department. If the employee does not respond to a confirmation request within two weeks, the police department will send a second request and if there is again no response, the approval will be canceled. The employee will be notified in writing of any cancellation.

Medical restrictions employees have for the police department will apply to secondary employment. (technical change)

Employee's vehicles can be used as a stationary post for secondary employment.

Based on credible information, an employee's secondary employment can be suspended if the secondary employer becomes the subject of a law enforcement investigation or an enforcement action where a conflict of interest arises between the secondary employment and the employee's status as a police officer. Once the investigation or action has been resolved the employee can return to their secondary employment without reapplication.

Officers may work at a business where alcohol is dispensed, sold, and handled if it is not the primary business of the establishment, two or more officers are present working the entire time, the employment does not require "bouncer" duties, and officers do not come in contact with the handling of alcohol.

Officers may work non-security related secondary employment in uniform when teaching or instructing a law enforcement topic for a college or university.

Officers may not work in uniform for employers engaged in the security guard, private investigation or detective business. Reflective traffic vests must be worn when directing traffic.

Article 28 Longevity steps and increments - Employees whose longevity steps were differed during FY2011 and FY2012, and are otherwise eligible, shall receive the longevity step effective the first full pay period following July 1, 2012. Employees due receive their longevity step when they reach their 20th anniversary of employment during FY2013 shall receive their longevity step the first full pay period following their anniversary.

Increments for FY2011 and FY2012 will continue to be differed in addition to a one year deferral of the FY2013 increment.

Article 30 Uniforms and Equipment - Officers can choose at their discretion whether to wear long or short sleeve uniform shirts.

Ties will only be required when wearing "Class A" uniform.

Motor officers will be issued two pair of motor boots and receive one pair of replacement boots every three years.

Memorandum of Agreement: Officers, at their option, may carry a personally owned Glock 23, 27 (plain clothes only) or 35 as their primary weapon. Officers are responsible for purchasing an appropriate holster as well as three magazines for the personally owned weapon.

Article 31 Reopener - In September there will be a second year reopener (July 1, 2013 to June 30, 2014) limited to:

- a. Cash compensation
- b. Reopener
- c. Duration of agreement to permit a 3rd year
- d. Health care, including union administered health care

Article 32 Health and Safety - The BIO pack program will be suspended due to a change in federal law.. (Technical change)

Upon receipt of a credible threat to an officer or an officer's family arising from the performance of the officer's duties, the County will provide reasonable and necessary protection for the officer and the officer's family.

Article 35 Vehicles - For FY 2012 – 2013 only the county will make best efforts to maintain one vehicle for each officer. Half of the cars in centralized PCAT shall be of the unit. Effective July 1, 2012 privately owned electronic equipment to include radios, emergency lights, and CB's, will have to be powered by a 12v outlet. Any electronics placed in the vehicles prior to July 1, 2012 will be grandfathered in. All electronic equipment must receive prior approval and be installed at seven locks.

The EZ-Pass agreement was added into Article 35. (technical change)

Article 36 Wages - The County will pay a lump sum of \$2000 to all bargaining unit employees in FY 2013, to be paid the first full pay period in July of 2012. This is a one-time payment and will not go towards base salary or any benefits that are regularly paid as a part of the base.

There will be a continued postponement of the 4.25% General Wage Adjustment due in FY2010.

Article 44 Promotions - Applications for promotion will be made through the county online application process. An electronic confirmation will be provided immediately upon submission of the application.

Article 51 Personnel Files - A statements of HIPPA (Health Insurance Portability and Accountability Act) and GINA (Genetic Information Nondiscrimination Act) protection were added to Section B(2). (Technical change)

Article 59 FMLA - Where the word supervisor is written, it will be replaced with the word employer. (Technical change)

Article 63 Family and Childcare - Members will be able to use sick leave to care for a child or adult member of their family who live with the employee and are unable to care for themselves.

Appendix H Internet, Internet & Electronic Mail Use – The County shall be accountable to provide the time and means to access and process employer provided email. Officers shall be accountable to check email while on-duty and at work.

Appendix U (MOA on Traffic Stops) - All exemptions to collecting traffic stop data will be according to any changes in law.

FC 300 Maintenance of Property - Rule 17: Employees whose departmental property is lost, damaged, or **stolen** will report in writing such loss, damage, or **theft** to their supervisor. If the employee is incapacitated, the supervisor will file the required report. (updated to add stolen property)