



# Negotiations News

## Arbitration Update

February 7, 2004

Negotiations commenced on November 7, 2003 and continued through the January 20, 2004 Impasse date.

By law, if the parties are unable to reach agreement by January 20, Impasse is presumed and a previously agreed upon Impasse Neutral (Arbitrator) attempts mediation. When the Impasse Neutral determines that a bona fide impasse exists, he directs the parties to submit final offers. Formal arbitration hearings are then held, testimony is taken and exhibits are submitted.

After conclusion of the hearings, the Arbitrator selects EITHER ALL of the FOP's Final Offer OR ALL of the County's Final Offer. He may not compromise offers, nor may he split his award. **It is all or nothing arbitration** -- also known as "Baseball Arbitration" because that is how professional baseball salary arbitration is conducted.

The Final Offer selected, along with the previously agreed provisions, constitutes the new contract. The duration of the Agreement is part of each party's final offer, however it may not be for less than one year or more than three.

Impasse Neutral Charles Feigenbaum conducted mediation sessions on January 28, 29, 30 and 31. He directed the parties to prepare final offers for exchange on the afternoon of February 4 after morning mediation. The exchange of final offers was delayed until the morning February 5 to allow for additional mediation. Offers were exchanged and formal arbitration proceedings began on February 5 and continued until about 8:00 p.m. During a break, the parties entered into further discussions and reached a mediated agreement late Thursday night.

An agreed contract, though not perfect, is always preferable to an arbitrated one. This is our third agreed contract and the first agreed after the start of interest arbitration. One (2002) was mediated as was a 1988 retirement reopener. All others, including reopeners, were arbitrated.

The Agreement is described below and is subject to unit member ratification. Ratification dates and procedures will be announced.

I want to thank your Negotiations Team for their many hours of hard work, selflessness, and dedication to the interests of all bargaining unit members. They did all the hard work and it was my pleasure to work with them.

Kirk Holub, Joe Niebauer, Suzanne Beam, Melanie Eberly, Winnie Johnson, Doug Montgomery, Troy Tippett, Mike Willis, and Marc Zifcak. I single out Winnie for special recognition. Although she has retired, she remained on the Committee, worked hard, and has made significant contributions to benefit us all.

This has been a team effort.

Walter E. Bader  
President



**Remember:** Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.

**Article 2 Administrative Leave – Bereavement Leave – Additional day if employee must travel more than 250 miles one way from residence for death in immediate family.**

**Article 6 Clothing Allowance** (5% increase July 1, 2004)

*Section A.* The clothing allowance will be the following amounts for eligible employees:

Category	Annual Amount
Formal & Variety	\$1141
SAT	\$ 735
Casual	\$ 485
Partial	\$ 333

**Article 8 Contract Grievance Procedure** (New Provision)

*Section J.* When pay or compensation is awarded in a grievance arbitration or through other resolution, the Employer will provide 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.

**Article 10 Court Time**

*Section D. Cancellation of Court Appearance.* Provides call-in process utilizing a dedicated telephone line for call-in after 6PM of the weekday prior to court. For district court criminal and incarcerable traffic cases only. Phone line will be toll free.

**Article 12 Seniority**

Changes calculations of seniority for breaks in service and certain absences due to leave without pay. Applies prospectively only.



**Article 15 Hours and Working Conditions**

*Section A.*

\* \* \* \*

6. 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 the modified compressed work hours attached, the workweek of some or all of the Special Assignment Teams may be changed to the modified work hours attached.

**Modified Compressed Work Hours – Special Assignment Teams**

Special Assignment Teams using “Modified Compressed Work Hours” work as follows.

At the beginning of each month, a work schedule for 2 full pay periods in advance will be announced. 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.

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. Unit leave buffers will be considered to govern the number of officers off on any given workday. All unit members may be required to work the initial 8-hour day at the beginning of the pay period. Unit members choosing not to participate in the compressed workweek will continue to work the normal ten 8 hour days.

*Section H. On Call. [See Side Letter.] [On-call restored with stronger language making it clear that it is voluntary. If management wants to require an officer to be available, standby status is available.]*

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.
2. Officers contacted by a supervisor, or designee, while in 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.
  - b. Officers who live in the County and do not have a PPV shall be provided take home use of a 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 shall be compensated at her/his overtime rate as follows:

<b>0 - 45 minutes</b>	30 Minutes Compensation
46 - 60 minutes	60 Minutes Compensation



*[FOP 35 Comment: Minutes accumulate over a pay period. E.g., if you work 10 overtime minutes on Monday, and 10 overtime minutes on Thursday, you receive 30 minutes compensation for the pay period.]*

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

**Sideletter:** Is a memorandum to all unit commanders informing them that on-call is **voluntary** and does not require that officers be ready or available for duty. Requires that unit commanders strictly observe the purpose.

### *Section M. Scheduled Overtime for Events.*

1. Exceptions to the selection rotation are:
  - 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. ... Adds "Group Page" callback list for specialized units, i.e., K9, ERT, and CRU).

### *Section T. Permanent Day and Evening Shift*

Makes day and evening shifts permanent in all patrol districts for shift officers. (Excludes traffic and SAT.) Selection based on seniority principles.

(Does not create "beat teams." 6D and SS will keep beat teams with permanent shifts. The creation of beat teams in other districts is a management right left to management. We have bargained day and evening hours that are fixed.)

*Section U. Midnight and Weekend Hours For Other Officers.* **[NOTE: This section is the result of management indicating an intent to expand hours of ISB coverage. It does not create midnight or weekend work for detectives. It does not require late evening, midnight, or weekend schedules. On the contrary, it represents bargaining as to hours and certain effects in the event management exercises its right to schedule work during late or midnight hours. Management is free to leave schedules as they currently exist.]**

1. Definitions
  - a. "Midnight" and "Midnight Hours" refer to work hours, that begin on or after 8:00 pm but before 6:00 am.
  - b. "Evening" and "Evening Hours" refer to work hours that begin on or after 12 noon, but before 8:00 pm.
  - c. "Day" and "Pay Hours" refer to work hours that begin on or after 6:00 am but before 12 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 unit member present. Employees share in the responsibility to make the Union and Management aware of identified safety problems.

Sideletter: Best efforts to use leave for shifts beginning between 7:00 p.m. and 11:00 p.m. Also, detective working a day of midnight during the evening shift week may elect to report 2 hours late the evening following midnight work.

### **Article 19 Sick Leave and Sick Leave Donor Procedure**

*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.

[Note: This change was proposed by management.]

***Remember: Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.***



## Article 20 Leave Without Pay

### Section D. Limitation.

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 § 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.

(Agreement resolves outstanding grievance.)

## Article 24 Insurance Coverage and Premiums

*Section A. Health Benefits.* **No contribution change. Remains 80% Employer/20% Employee. BC/BS Plan and all co-pays remain the same without change. Two new optional plans, as described below, are added.**

**No change in dental, optical, prescription, or other plans.**

*Section C. Prescription Drug Plan.* Employees will continue to be permitted to participate in the countywide prescription drug benefit program, either single or family coverage, at the employee's option. The plan shall provide for a maximum co-pay amount of five dollars (\$5.00) per prescription for generic or mail order whether single or family coverage and ten dollars (\$10.00) per prescription for brand name whether single or family coverage. 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.**

*Section F. PRU PLUS/CHOICE.* The FOP and the County shall promptly begin a study of the Prudential Plus/Choice Plan currently covering Montgomery County Public School [MCPS] employees and attached [as **Appendix D**] to this Article. **Appendix D is hereby amended effective January 1, 2004 to provide for the "Open Access" feature to be incorporated into the Plan.** If the County determines to offer that plan (or similar, mutually agreed upon plan) to members of the bargaining unit at any time, §G, below, shall become effective.



### NEW Provisions:

- New additional and optional Point-of-Service plan with lower rates but higher co-pays. (Option for low users of health benefits. Cost to employee is about 7% less than BC/BS.)
- New Consumer Driven Health Care Option as an option for all unit members. Patterned after the American Postal Workers Union plan, this plan involves a medical spending allowance that can be rolled over until it reaches a cap, preventative care, and a traditional cost share provision where members pay 15% of the cost in-network and 40% of medical costs out-of-network. Should out-of-pocket costs (including deductibles) reach a high \$5,000 for an individual and \$10,000 for a family, insurance covers the remainder that plan year.

**NOTE: We bargained this as an option only. Individual member caution and due diligence should be exercised before selecting this plan. While good for some members, it may not be advisable for others. It is better than no insurance, but involves substantial financial risk. Moreover, members are strongly urged and advised not to neglect their (or families') health care for the purpose of lowering or avoiding cost or preserving spending accounts.**

- **Employee Plus One Option** - Currently, health benefit premiums are for employees and families. An employee with one dependent pays the family rate -- more than twice the single rate, thereby subsidizing family premiums. Under this rate restructuring arrangement, an employee and child (or employee and spouse) will pay about two times the single rate. The family premium will be actuarially adjusted to eliminate the subsidy previously paid by an employee with one dependent.
- **The "Open Access" feature (section F above) was agreed on November 25, 2003 and was effective on January 1, 2004. This eliminates the need for most referrals under BC/BS. Members should have received new "Open Access" cards in January.**
- **Unit member in HMOs are again encouraged to review the bargained BC/BS plan or another bargained plan as an alternative to their HMO. We only bargain premium splits for HMO plans. We do not bargain HMO benefits – the HMOs make their own rules.**

***Remember: Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.***

### Article 27 Secondary Employment

#### Section B. Secondary Employment

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



**Article 28 Service Increments (Service Increments will continue.)**

*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 C. Retention of Assigned Increment Dates.* In special circumstances, when it is deemed in the best interest of the County, an employee may be permitted by the chief administrative officer or designee to retain an increment date which would otherwise be subject to change as provided in this subsection.~~

*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.





## Article 29 Physical Fitness Awards

**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 workweek, 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 workweek. Unit members will not be compensated for engaging in physical activities outside their work hours.**

## Article 30 Uniforms and Equipment **(Keep those ties for formal events.)**

### *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.**
4. **During the months of March, April, May, September, October, and November, due to the variability in outdoor temperature conditions, officers may choose to wear either the long or short sleeved uniform shirt. At other times of the year, the department will determine which uniform shirt to wear.**
5. **The wearing of ties will be optional except for formal events, court appearances, and wearing of 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 of soft body armor remains voluntary under 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 under the carrier.



**Section R. Tasers.** Subject to budgetary limitations, the Department will increase the number of Tasers issued to patrol officers by 10% in year 2 and an additional 10% in year 3. The Department will distribute the Tasers to patrol officers in an effort to optimize their availability.

### Article 31 Reopener

**Change to this Article and amend the Police Labor Relations Law in response to court decision in FOP Lodge 35 v. Duncan. Statute to be revised to set parameters for contract reopeners and to provide schedule for bargaining and arbitrating effects on employees of the employer's exercise of a management right.**

### Article 32 Health and Safety

#### **Section I. Procedures for Use of Respiratory Protection Equipment.**

Comports Contract to allow for issuance and use of Respiratory Protection Equipment.

Allows for transfer of SWAT, CDU, and similar officers to be transferred if they cannot pass "fit test". Provides for reasonable accommodation of other officers who can not pass test, including issuance of escape hoods as well as temporary transfers in the event of an event or disaster.

### Article 33 Labor - Management Relations Committee

**Section A. Committee Created.** The parties agree to **continue the** Labor - Management Relations Committee ["LMRC"] which shall consist of four Lodge 35 representatives appointed by the president and four management representatives appointed by the employer.

**Section B. Meetings.** The committee shall **make best efforts to** meet at least quarterly at mutually agreed upon locations. Each side shall appoint a liaison who shall be responsible for coordinating and scheduling meetings.

**Section C. 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 D. 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.

**Remember:** Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.



## Article 35 Vehicles

### Section Q. Single Officer Fleet Vehicle Program

1. For the duration of this Agreement, the County will use its best efforts to 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.
2. No Change
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. The County and the FOP will jointly communicate the concepts of this program, and will jointly develop procedures for its administration. Delete as accomplished.~~

Note: Hyattstown VFD is in a flood area where some cars were destroyed during Fall 2003 floods. The Clarksburg detention Center is available and agreed as a site.

## Article 36 Wages **(Service Increments will continue. New Pay Schedule to be Implemented.)**

During 2000-01 arbitration, FOP 35 sought a higher percentage wage increase for junior members than for senior officers. The County proposed more for senior officers and less for junior officers. FOP 35 won the arbitration resulting in 10.3% increases at entry level (junior) and about ½ that for those at longevity (senior). The bargaining Committee was comprised mostly of more senior officers who took a considerable loss to benefit younger officers – a testimony to their character and selflessness. (Compare this with what other unions have done.) Those in the middle got higher percentages, decreasing in the later steps. Our stated intent at the time, and at all times thereafter, was to come back and correct this inequity. Unfortunately, in 2002 we did not get it done and, instead agreed to a one-year equity adjustment PLUS a 3% across-the-board increase in July 2002 and 1% ACB increase in January 2003. Last year we again sought to correct the inequity through implementation of a realigned pay plan but lost the arbitration and had a 2% ACB Increase.

We have now agreed to correct the inequity through implementation of a new pay plan that gives more senior officers what junior officers have been enjoying since July 2001 without complaint from the senior officers.

Under this plan, those hired during or after July 2000 are on the new pay schedule. Those who got increments received the benefit of the 2001 arbitration award and 2002 and 2003 pay increases compounded. Officers at longevity who have waited the longest will be placed on the schedule 12 months earlier than others. Officers at 15 or more years as of



January 2006 will receive considerable increases in January 2006. This will fully implement the Plan.

**This new pay plan returns to senior officers what they gave up to help junior officers three years ago.** Had we lost (or “thrown” the arbitration in 2001, senior officers would have been better off three years ago.) Moreover, it is wholly consistent with how the pay plan was adjusted to benefit the more senior officers back in 1985 after younger officers received higher percentages in 1983 and 1984.

Importantly, it allows more senior officers to attain the benefit of the pay plan for the 36 months before they retire. Further delay adversely affects their retirement benefit. All junior officers will enjoy benefit of the pay plan, without delay as in the case of senior officers, as they progress.

The delay of implementation from July to September allows for pay plan implementation starting in January 2005 for senior officers and is made up in July 2005 and January 2006.

***PAY INCREASES:***

September 5, 2004 – 2% Across-the-Board [“ACB”] Increase

January 9, 2005 – Implementation of Pay Schedule for Those At Longevity

July 10, 2005 – 2.75% ACB Increase

January 8, 2006 - Implementation of Pay Schedule for All

July 9, 2006 – 3% ACB Increase

November 1, 2006 – Negotiations New Contract

January 7, 2007 – 1% ACB Increase

July 1, 2007 – New Contract Effective

**Article 36 Wages**

<b>Article 36 Wages</b>				
<b>First Full Pay Period September 2004 (9/5/2004)</b>				
		Minimum	Maximum	Longevity
Police Officer I	P2	39,305	61,350	63,498
Police Officer II	P3	41,083	64,233	66,482
Police Officer III	P4	42,952	67,392	69,751
Master Police Officer	P5/A1		70,569	73,039
Sergeant	P6/A1		77,247	79,951
Police Officer Candidate	P1	39,305		



<b>Article 36 - Realignment Longevity Only</b>						
<b>First Full Pay Period January 2005 (1/9/05)</b>						
Yr	Step	POC/PO I	PO II	PO III	MPO	SGT
21	L1	65,858	69,152	72,610	76,241	83,864

<b>Article 36 Wages</b>				
<b>First Full Pay Period July 2005 (7/10/2005)</b>				
		Minimum	Maximum	Longevity
Police Officer I	P2	40,386	63,038	67,670
Police Officer II	P3	42,213	66,000	71,053
Police Officer III	P4	44,134	69,246	74,608
Master Police Officer	P5/A1		72,510	78,338
Sergeant	P6/A1		79,372	85,175
Police Officer Candidate	P1	40,386		

<b>First Full Pay Period January 2006 (1/8/06)</b>						
Yr	Step	POC/PO I	PO II	PO III	MPO	SGT
					Competitive	
0	Min	40,386	42,406	44,527		
1	1	41,800	43,891	46,085		
2	2	43,263	45,427	47,698		
3	3	44,777	47,017	49,368		
4	4	46,344	48,662	51,095	53,653	59,020
5	5	47,966	50,365	52,884	55,531	61,084
6	6	49,645	52,128	54,735	57,474	63,222
7	7	51,382	53,953	56,650	59,486	65,435
8	8	53,181	55,841	58,633	61,568	67,725
9	9	55,042	57,796	60,685	63,723	70,095
10	10	56,969	59,818	62,809	65,953	72,549
11	11	58,962	61,912	65,008	68,262	75,088
12	12	61,026	64,079	67,283	70,651	77,716
13	13	63,162	66,322	69,638	73,124	80,436
14	14	65,381	68,650	72,085	75,688	83,260
15-19	14	65,381	68,650	72,085	75,688	83,260
20	L1	67,670	71,053	74,608	78,338	86,175



<b>Article 36</b>						
<b>First Full Pay Period July 2006 (7/9/2006)</b>						
Yr	Step	POC/PO I	PO II	PO III	MPO	SGT
					Competitive	
0	Min	41598	43678	45861		
1	1	43054	45206	47467		
2	2	44560	46788	49128		
3	3	46120	48426	50847		
4	4	47734	50121	52627	55258	60784
5	5	49405	51875	54469	57192	62912
6	6	51134	53691	56375	59194	65114
7	7	52924	55570	58349	61266	67393
8	8	54776	57515	60391	63410	69751
9	9	56693	59528	62504	65630	72193
10	10	58678	61612	64692	67927	74719
11	11	60731	63768	66956	70304	77335
12	12	62857	66000	69300	72765	80041
13	13	65057	68310	71725	75312	82843
14	14	67342	70711	74245	77958	85755
15-19	14	67342	70711	74245	77958	85755
20	L1	69699	73186	76844	80687	88757

<b>Article 36</b>						
<b>First Full Pay Period January 2007 (1/7/2007)</b>						
Yr	Step	POC/PO I	PO II	PO III	MPO	SGT
					Competitive	
0	Min	42014	44115	46321		
1	1	43485	45660	47943		
2	2	45007	47259	49622		
3	3	46582	48914	51359		
4	4	48213	50626	53157	55815	61396
5	5	49900	52397	55017	57768	63545
6	6	51647	54231	56943	59790	65769
7	7	53454	56129	58936	61883	68071
8	8	55325	58094	60999	64048	70453
9	9	57262	60127	63134	66290	72919
10	10	59266	62232	65343	68610	75471
11	11	61340	64410	67630	71012	78113
12	12	63487	66664	69997	73497	80847
13	13	65709	68997	72447	76070	83676
14	14	68017	71419	74990	78737	86611
15-19	14	68017	71419	74990	78737	86611
20	L1	70398	73919	77615	81493	89643



### Article 39 Tuition Assistance

**Section B. Amount and Qualification.** The level of tuition assistance for bargaining unit employees will be: \$1,200 effective July 1, 2004; \$1,330 effective July 1, 2005; and \$1,430 effective July 1, 2006.

### Article 41 Shift Differential

**Section A. First Year.** Officers shall receive one dollar and ten cents (\$1.10) 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 fifty cents (\$1.50) for each hour worked on a shift that begins on or after 8:00 p.m. and before 5:59 a.m.

**Section B.. Second Year.** Effective July 10, 2005, the hourly pay differential shall increase to one dollar and twenty cents (\$1.20) 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 cents (\$1.60) 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, 2004 and terminate on June 30, 2007.

### Article 57 Retirement

**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.]

#### **Section M. Other Retirement Changes**

3. **Trial Retirement - to allow a unit member to return from retirement shortly after retirement under certain circumstances.**
4. **Retirement Savings Plan – To permit unit members who have maximum retirement credits to transfer to the Savings Plan. [CAUTION: Under this plan, certain disability provisions are lost.]**

**[FOP NOTE: We did not want to extend this plan to unit members not at max because it provides less benefits than the existing (defined benefit) retirement plan and would be a bad choice if available.]**

***Remember: Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.***



### Article 63 Childcare

*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 30, 2005. 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 and arbitration on or before November 1, 2005 with impasse to follow.

### 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, which issues need to be resolved before an external review system can be adopted.

**FOP AGREEMENT NOTE:** Also involves other issues including arbitrated hearing boards and finality of arbitration board decisions.

**THIS REPRESENTS A GOOD FAITH SYNOPSIS OF AGREED ISSUES. ANY CONFLICT BETWEEN THIS DOCUMENT AND THE CONTRACT WILL BE RESOLVED BY THE FINAL CONTRACT.**

***Remember:*** *Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.*

***Ratification to follow. Procedures and dates will be announced after agreement is signed.***

***Remember:*** *Your contract supersedes and preempts personnel regulations, department directives, SOPs, etc. Always refer to your contract.*

