

FOP, Montgomery County Lodge 35

Negotiations News

February 26, 2007

ARBITRATION UPDATE

Negotiations commenced on November 1, 2006 and continued past the January 20, 2006 statutory Impasse date.

By law, if the parties are unable to reach an 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 Arbitrator's award includes the issues over which the parties are at Impasse AND the already agreed provisions. The Arbitrator's award is imposed upon the parties and is not subject to ratification by the members of FOP 35.

An agreed contract, though not perfect, is always preferred to an arbitrated one. There have only been three agreed contracts. In 2002 a contract was mediated, as was a 1989 retirement reopener. All other contracts and reopeners were arbitrated except one that was settled during arbitration proceedings.

This year, the parties utilized a negotiation method known as Interest Based Bargaining which **encourages mutual cooperation and a better relationship than** traditional negotiations. We had some success, but by impasse, nearly all economic issues and many non-economic were unresolved.

On January 30, 2007 the Impasse Neutral attempted to mediate an agreement, but declared us at bona fide impasse on February 1, 2007. Final offers were submitted.

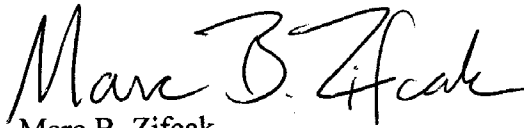
After nearly two days of hearings before the arbitrator, all but one Article was resolved or dropped. There is no Collective Bargaining Agreement between the union and the county at this time. This will be an arbitrated contract. The fact that the parties came to agreement on most of the provisions does not change that fact of law.

The parties are currently awaiting the Arbitrator's award. The outstanding issues relate to Article 43 *Discipline*. Both parties have submitted final offers and briefs in support to the Arbitrator.

The following is a description of the contract provisions for which there is tentative agreement pending the award of the Impasse Neutral. The effective date will be July 1, 2007. This synopsis is for member use only. This synopsis is more complete and accurate than any information in the currently in the media.

I would like thank all the members of your Negotiations Team for their many hours of hard work. Each selflessly dedicated themselves to the interests of all the bargaining unit members. They labored many long hours.

Walter Bader, Kirk Holub, Dana Brown, Mike Willis, Suzanne Beam, Winnie Johnson, Joe Niebauer, Melanie Eberly, Matt Frasca, Ray Bennett, Jason Huggins, Troy Melott, Torrie Cooke, Andy Loudermilk, John Cissel, Ted Onley, Denise Gill. Special thanks to Winnie and Joe who although retired, remain active on the committee. Be sure to express your gratitude when you see them.



Marc B. Zifcak
President

Article 2 – Administrative Leave

Section A. – The amount of leave received from the county by the president of the FOP was increased by 5%.

Article 3 – Dues Check off

Section H. FOP Deferred Compensation Plan – Upon plan amendment, new employees may be automatically enrolled in the FOP Deferred Compensation Plan and can opt out at any time.

Article 5 – Tech Pay

Section C. Multilingual Pay Differential – A new section creates an additional skill level for employees designated to administer basic and advanced examinations. It also establishes a procedure for employees to request and a timeline for the county to administer the examination and provides for subsequent examinations if an employee does not pass.

A side letter provides that the examination will be job related and that the basic skill level examination will include the ability to read English and translate into the second language, but does not include the ability to read the second language and translate to English.

Article 6 – Clothing Allowance

Clothing allowance will increase each year on July 1 through this contract.

<i>Category</i>	<i>7/1/2007</i>	<i>7/1/2008</i>	<i>7/1/2009</i>
Formal & Variety	\$1176	\$1213	\$1251
SAT	758	782	806
Casual	500	516	532
Partial	343	354	365

Article 7 – Communications Facilities

Access to police facilities shall not be restricted on account of duty status. The FOP will be allotted up to one hour of class time for each in-service session.

Article 8 - Contract Grievance Procedure

There was significant revision to the grievance procedure. An Informal Grievance Resolution (ICR) process was created to attempt to resolve issues at the lowest level possible. Grievances will now be filed with the Office of Human Resources and no longer with the police department. The union and the employer will meet within 30 days in an effort to resolve the grievance. The employer must respond to the grievance within 75 days of initially receiving it. The parties may mutually agree to refer the grievance to mediation or alternate resolution. Unresolved grievances are subject to binding arbitration under new more efficient procedures.

Article 18 – Annual Leave

Section N. Leave Sharing – The FOP will administer an annual leave transfer program to allow members to donate annual leave to other members in need who have exhausted all annual leave.

Article 19 – Sick Leave and Sick Leave Donor Procedure

Section L. Sick Leave Donations – Where the FOP has an established leave donation agreement with another union (MCGEO, IAFF, etc.) within Montgomery County, members may donate sick leave to members of that union.

Article 25 - Transfers

Section F. Filling of Vacancies – The recommendation of a position vacancy selection committee must be reviewed and signed by all members of the committee. Any unit member applicant shall have the right to review the committee recommendation upon request.

Article 26 – Non Discrimination

Language update to include protection from discrimination based on ancestry, family responsibilities, or genetic status.

Article 29 Physical Fitness

Section G. – All members will have access to and use of Montgomery County recreation center gym/weight rooms and aquatic centers free of charge.

Article 31 - Reopener

There will be a contract re-opener on Article 24 Insurance Coverage and Premiums, and Article 57 Retirement in September 2007.

Article 32 – Health and Safety

Section A. - The Joint Health and Safety Committee has been designated as a subcommittee under the Labor Management Relations Committee.

Section D. Flu and Hepatitis Shots – The employer shall provide hepatitis and flu vaccinations to unit members who desire them. If the employee requests a flu shot (as opposed to flu mist) and none is available, the employer shall reimburse the employee's insurance co-pay associated with obtaining the shot when provided with a receipt.

Section J. Employee Notification – When the employee medical section [OMS] and police department employees communicate orally about an employee's medical situation or duty status or restrictions, OMS shall document the communication in the employee's medical file. If OMS and the police department communicate in writing about an employee's medical situation, duty status or restrictions, and the communication is not maintained in the employee's medical file, OMS shall provide the employee with a copy of the communication in a sealed envelope marked confidential.

Article 33 – Labor Management Relations Committee

Redefines the purposes of the committee and establishes meeting dates and times. The union and the county each have five representatives. The Joint Health and Safety Committee will now be a subcommittee of the LMRC. A Technology subcommittee was also created to evaluate electronic timesheets, electronic performance evaluations, technology to aid in court notification and call back and other technology issues.

Article 35 – Vehicles

Section Q – The single officer fleet vehicle program will be fully implemented by July 1, 2009. Until that date the county will continue to use best efforts to allocate cars among the districts consistent with the terms of the current article.

Article 36 – Wages

Section A- Effective July 1, 2007 the salary schedule shall be increased by adding \$3151 at Step 0, year 1. Increments and promotions for all other steps and pay grades will be calculated from the new Step 0/year 1 basis.

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Effective the first full pay period after July 1, 2008, each unit member shall received a wage increase of 4%

Effective the first full pay period after July 1, 2009, each unit member shall received a wage increase of 4.25%

FISCAL YEAR 2008

<u>STEP</u>	<u>YEAR</u>	<u>PO I</u>	<u>PO II</u>	<u>PO III</u>	<u>MPO</u>	<u>SGT</u>
0	1	\$45,165	\$47,424	\$49,796	\$52,286	\$57,515
1	2	\$46,746	\$49,084	\$51,539	\$54,117	\$59,529
2	3	\$48,383	\$50,802	\$53,343	\$56,012	\$61,613
3	4	\$50,077	\$52,581	\$55,211	\$57,973	\$63,770
4	5	\$51,830	\$54,422	\$57,144	\$60,003	\$66,002
5	6	\$53,645	\$56,327	\$59,145	\$62,104	\$68,313
6	7	\$55,523	\$58,299	\$61,216	\$64,278	\$70,704
7	8	\$57,467	\$60,340	\$63,359	\$66,528	\$73,179
8	9	\$59,479	\$62,452	\$65,577	\$68,857	\$75,741
9	10	\$61,561	\$64,638	\$67,873	\$71,267	\$78,392
10	11	\$63,716	\$66,901	\$70,249	\$73,762	\$81,136
11	12	\$65,947	\$69,243	\$72,708	\$76,344	\$83,976
12	13	\$68,256	\$71,667	\$75,253	\$79,017	\$86,916
13	14	\$70,645	\$74,176	\$77,887	\$81,783	\$89,959
14	15	\$73,118	\$76,773	\$80,614	\$84,646	\$93,108
L1	*	\$75,678	\$79,461	\$83,436	\$87,609	\$96,367

*20 Years Completed Service



Section G. Overpayment - Provides a process by which the county can attempt to recover overpayment of an employee after providing written notification. If a dispute exists and cannot be resolved the parties will seek resolution through a neutral party.

Article 37 – Special Medical Examination

If an employee subject to a Special Medical Examination receives a request from the county for authorization to obtain medical information related to the employees current diagnosis, prognosis and duty restrictions, and the employee has concerns that the disclosure will lead to release of information about a psychological/psychiatric condition or substance abuse, a procedure has been put in place to allow the employee to provide the information to a third party health care provider to determine if the examination can be conducted without the release of the information of concern.

Article 39 – Tuition Assistance

Section B. Amount and Qualification - The level of tuition assistance for bargaining unit employees will be as follows:

<i>Effective</i>	<i>Amount</i>
July 1, 2007	\$ 1530
July 1, 2008	1630
July 1, 2009	1730

Article 41 – Shift Differential

Section A. Amount

Shift differentials will increase as follows:

<i>Effective</i>	<i>Noon to 7:59 p</i>	<i>8:00 p to 5:59 a</i>
July 1, 2007	\$1.24	\$1.65
July 1, 2008	1.28	1.70
July 1, 2009	1.33	1.75

Article 47 - Duration of Contract

This will be a three-year contract – July 1, 2007 until June 30, 2010.

Article 55 – Job Sharing Program

The number of positions available for job share was expanded to accommodate eighteen unit members at or below the rank of MPO and four sergeants.

Article 57 – Retirement

Amend retirement article to provide that members retiring on service-connected disability shall receive the higher of final average earnings or final earnings. This accounts for shift differential, roll call differential and multilingual pay that could be left out of the formula under certain circumstances.

Article 61 - Directives and Administrative Procedures

Revamps the procedure by which the Employer submits proposed changes to directives, rules and procedures to the FOP, and the process to be followed.

Article 63 - Childcare

Changes expand leave donation benefits to members who are co-parents (married or unmarried with a child in common) to share accrued annual leave of their co-parent for child care purposes. Also, provides for the retention of a consultant to conduct a childcare needs assessment survey.

Mobile Video Systems

Video cameras in cars will be implemented **ONLY** after negotiations between the county and the FOP as to details and extent and type of implementation, e.g., pilot program, phase-in, or other. If no agreement is reached prior to April 30, 2007 the matter will be referred to arbitration.

Appendix V – Traffic Stop Documentation MOA

Officers will record every traffic stop consistent with Traffic Article, Section 25-113. The officer's identification number will be reported with the traffic stop data.

Traffic stop data will be recorded by the appropriate means and transmitted by using either MDC or desktop computers by officers who have access to them.

The county will provide employees with the means for recording and transmitting the traffic stop data. If an MDC is not available, the officer will transmit the traffic stop data preferably by the end of their shift or when next on duty.

If an officer does not issue a document to the driver, the officer will provide the driver with a business card and verbally indicate the reason for the stop.

The Department will maintain a traffic stop download database and a traffic document database. In the traffic stop download database the department will maintain a rolling 24 months of data in the file. The oldest data will be deleted so that no more than 24 months of data will be maintained. Officer ID numbers will be deleted from the data after three months. If no traffic citation, warning or ERO is issued the officer's identification number will be deleted from the data after 72 hours.

Data in the traffic stop documentation database will be maintained indefinitely. Officer ID numbers will be deleted from the database after 3 months.

The employer may collect employee identification numbers related to reporting traffic stop data solely for the purpose of verifying compliance with reporting requirements.

Stress Management Program

Effective July 1, 2007 the department's Stress Management Division will be placed under the direction of the director of the Office of Human Resources. In one year the county and the union will review this change and determine if unit members will continue to participate. There have been several abuses with the program being under the direction and control of police management.

New Uniforms

The Employer will transition to the new police uniform on July 1, 2007. Initial issue will consist of a full complement of summer uniforms (pants and short sleeve shirts). Long sleeve shirts will follow in the fall. If the county cannot meet the July 1, 2007 date due to procurement issues, another date will be agreed upon for transition.