



PRINCE GEORGE'S COUNTY GOVERNMENT
OFFICE OF THE COUNTY EXECUTIVE

Rushern L. Baker, III
County Executive

March 1, 2017

The Honorable Derrick Leon Davis
Chairman
Prince George's County Council
County Administration Building
Upper Marlboro, Maryland 20772

Dear Chairman Davis:

Prince George's County, Maryland (the "County") and the Fraternal Order of Police, Prince George's County Lodge 89, Inc. (the "FOP") have completed labor negotiations for a new labor agreement (the "Agreement") covering Fiscal Years 2017 and 2018. The Agreement covers sworn police officers, through the rank of Lieutenant, in the Police Department. Transmitted for the County Council's consideration are the Agreement and the Council Bill necessary to enact the Agreement into law. Also being transmitted is a copy of the Resolution and Salary Schedule that implement the Agreement.

Although the Agreement carries forward many of the terms and conditions of the County's previous labor agreement with the FOP, the new Agreement contains a number of modifications. These modifications are listed for Council in the enclosed Settlement Summary for the Agreement.

The Council's favorable consideration of this legislation is greatly appreciated. If you have any questions or concerns, please do not hesitate to contact my office or Stephanie R. Maxwell, Esq., CPM, Director, Office of Human Resources Management, at (301) 883-6344.

Sincerely,

A handwritten signature in black ink, appearing to read "Rushern L. Baker, III".

Rushern L. Baker, III
County Executive

Enclosures

SETTLEMENT

FRATERNAL ORDER OF POLICE - PRINCE GEORGE'S COUNTY LODGE 89, INC.

AND

PRINCE GEORGE'S COUNTY, MARYLAND

FISCAL YEARS 2017 & 2018

The following are the modifications to the wages and benefits agreed to by the Fraternal Order of Police Prince George's County Lodge 89 Inc. (the "FOP") and Prince George's County, Maryland (the "County") that are included in the parties' new collective bargaining agreement ("Agreement") covering sworn employees of the Prince George's County Police Department, through the rank of Police Lieutenant, during Fiscal Years 2017 and 2018. For ease of reference, the Article within the new Agreement where each modification appears is identified, with changes marked in **bold**.

ARTICLE 4 – WAGES

Section 4.01 Wages.

A. Cost of Living Adjustment.

Employees covered by this Agreement shall not receive cost of living adjustments in Fiscal Years 2017 and 2018.

B. Wage Scale for Police Officers.

- 1. The following modifications to the Uniform Wage Scale, attached hereto, will become effective as follows:**
 - a. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), the entry pay at Step A shall be as set forth in the attached wage scale, which shall remain applicable to each new officer for the first two years of employment, and then Steps B through P for the rank of L01 (Police Officer) shall be established as three percent (3%) above the prior Step.**
 - b. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class) and L03 (Corporal), Step B shall be established as two (2) three and one-half percent (3 1/2%) steps above Step B for the lower ranks of L01 and L02, respectively; and for the**

ranks of L04 (Sergeant) and L05 (Lieutenant), Step B shall be established as ten (10) percent above Step B for the lower ranks of L03 and L04, respectively. For all ranks, Steps C through I shall be established as three percent (3%) above the prior Step, Steps J through S shall be established as one and three quarters percent (1.75%) above the prior Step, Steps T and U shall be established as one and one half percent (1.5%) above the prior Step, and Step V shall be established as three percent (3%) above the prior Step.

- c. Effective the first full pay period in January 2017, for the rank of L01 (Police Officer), Step A shall be for the first 2 years of service, Step B shall be for year following the officer's second anniversary date, Steps C through I shall be for 1 additional year of service, Steps J through O shall be for 2 additional years of service, and Step P shall be for 22 years of service.
- d. Effective the first full pay period in January 2017, for the ranks of L02 (Police Officer First Class), L03 (Corporal), L04 (Sergeant), and L05 (Lieutenant), Steps B through U shall be for 2 through 21 years of service, and Step V shall be for 22 or more years of service.
- e. Effective the first full pay period in January 2017, for all ranks, officers shall be placed on the uniform wage scale so that they are one year behind their proper placement based on years of service.
- f. A copy of the Uniform Wage Scale applicable during Fiscal Year 2017 (effective the first full pay period in January 2017) and all of Fiscal Year 2018 is attached and incorporated herein.

C. Merit Increases.

New paragraph to be added to this Subsection C following the current first paragraph:

Employees covered by this Agreement who are otherwise eligible to receive a merit increase during Fiscal Years 2017 and 2018 shall receive both of those merit steps (that is, two merit steps) effective on each officer's anniversary date during FY2018 (from July 1, 2017 to June 30, 2018).

Section 4.03 Group Health Insurance Coverage and Group Life Insurance Benefit (Beneflex).

Beginning with calendar year 2000, employees covered by this Agreement may participate in the County's Beneflex Program. The Beneflex Program will be an option for all officers and will be fully explained during seminars prior to the enrollment period toward the end of calendar year 1999.

A. In Calendar Year 2017, the County shall contribute seventy three percent (73%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-seven percent (27%). **In Calendar Year 2018, the County shall contribute seventy percent (70%) to the cost of the County's preferred provider option health insurance plan for any employee who elects to participate in the program. Participating employees shall contribute the remaining thirty percent (30%).**

B. In Calendar Year 2017, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-two (22%). **In Calendar Year 2018, the County shall contribute seventy-five percent (75%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any employee who elects to participate in the program. Participating employees shall contribute the remaining twenty-five (25%).**

C. **In Calendar Years 2017 and 2018, the County shall contribute seventy-three percent (73%) to the cost of the County's preferred provider option health insurance plan for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-seven percent (27%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph A above.**

D. **In Calendar Years 2017 and 2018, the County shall contribute seventy-eight percent (78%) to the cost of a prepaid group health plan or Health Maintenance Organization (HMO) for any retiree who elects to participate in the program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twenty-two percent (22%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph B above.**

E. Employees who provide proof of other medical coverage may choose to receive a credit instead of enrolling in a medical plan with the County.

F. In Calendar Year 2017, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any employee/retiree who elects to participate in the program. The participating employee/employee shall contribute the remaining twelve percent (12%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

G. In Calendar Year 2018, the County shall contribute eighty-five percent (85%) to the County's deductible prescription drug and vision care programs for any employee who elects to participate in either program. The participating employee shall contribute the remaining fifteen percent (15%). Employees who choose not to enroll in the Prescription Drug Plan may choose to receive a credit instead.

H. In Calendar Years 2017 and 2018, the County shall contribute eighty-eight percent (88%) to the County's deductible prescription drug and vision care programs for any retiree who elects to participate in either program. Participating retirees, defined as any officer who has retired or will retire on or before December 31, 2017, shall have their contribution rate capped at twelve percent (12%). Officers who retire on or after January 1, 2018 will not benefit from this cap, and shall be governed by Paragraph G above.

I. Two dental plans are available to employees and retirees, the cost of which is paid by the employee or retiree if the employee or retiree elects to enroll in either of the plans.

J. The County has agreed to extend certain provisions of this article to current retirees with the express understanding and agreement of the parties that the County has not waived any rights it has with regard to whether matters affecting current retirees constitute mandatory subjects of bargaining.

K. The County agrees to meet and consult with the F.O.P. for a reasonable period of time, but no later than 60 days prior to any change, before implementing changes in health benefits (including medical, prescription drug, dental, and vision care programs) provided to employees covered by this Agreement. The parties shall establish a six member committee (3 from each party) for purposes of these discussions. As a required part of these meetings and consultations, the County agrees to invite representatives of the F.O.P. to meet with the health care consultants and contractors used by the County in selecting and contracting for these benefits. The County further agrees to respond as promptly as practicable to reasonable requests for relevant information that may be requested by the F.O.P.

L. Employees may choose to enroll in a Long-Term Disability Program offering fifty percent (50%) or sixty percent (60%) of annual salary up to normal social security retirement age. Employees will pay the full cost of whichever option is chosen.

M. Employees may contribute up to five thousand dollars (\$5,000.00) in a dependent flexible spending account and up to five thousand dollars (\$5,000.00) in a medical flexible spending account. Effective January 1, 2013, employees may contribute up to two thousand five-hundred dollars (\$2,500.00), or as adjusted by Federal law, in a medical flexible spending account. The minimum that may be contributed to either account is ten dollars (\$10.00) per pay period for the 2000 Plan Year.

N. The County shall contribute one hundred percent (100%) of the monthly premium for County life insurance for each employee in the amount of two (2) times the employee's annual salary up to a maximum of one hundred thousand dollars (\$100,000.00). Employees may choose to increase their life insurance from one (1) to four (4) times their annual salary up to a total of seven hundred thousand dollars (\$700,000.00) including the base amount provided by the County. Employees will pay for the increased coverage at rates based on their age. Employees may choose to reduce their life insurance to one (1) times their annual salary and receive a credit.

~~The County agrees to meet and consult with the F.O.P. for a reasonable period of time before implementing changes in health benefits provided to employees covered by this Agreement. The parties shall establish a committee for purposes of these discussions if either party deems it desirable.~~

Section 4.09 Shift Differential.

A. A shift differential shall be paid for all time worked on the first (1st) shift (i.e., the night shift - 2200 hours to 0800 hours) to each employee specifically assigned to work the first (1st) shift. Effective the first full pay period beginning on or after July 1, **2017**, the first shift differential will be increased to three dollars and **forty cents (\$3.40)** per hour. Effective the first full pay period beginning on or after July 1, **2018**, the first shift differential will be increased to three dollars and **sixty cents (\$3.60)** per hour.

B. A shift differential shall be paid for all time worked on the third (3rd) shift (i.e. the evening shift, beginning at 1500 hours) to each employee specifically assigned to work the third (3rd) shift. Effective the first full pay period beginning on or after July 1, **2017**, the third shift differential will be increased to **two dollar and fifteen cents (\$2.15)** per hour. Effective the first full pay period beginning on or after July 1, **2018**, the third shift differential will be increased to two dollars **and thirty cents (\$2.30)** per hour.

Section 5.03 Sick and Annual Leave Disposition Upon Separation

* * *

4. Upon separation from employment for non-disciplinary reasons (including but not limited to retirement, disability and death), eligible employees will receive cash payment for unused old sick leave accumulated as of the end of the 1996 leave year at two and one-half percent (2.5%) for each year of service (through the date of separation) at the employee's base hourly rate of pay as of the date of separation but not to exceed the highest rate of pay for a police lieutenant in **January 2016** -- that is, **\$51.4444** per hour. However, if a police officer with less than twenty (20) years of actual service terminates employment as a result of death or disability, he/she shall receive a fifty percent (50%) cash-out of unused accumulated sick leave as of the end of the **2015** leave year.

ARTICLE 8 – CLOTHING ALLOWANCE

B. A clothing allowance of **one thousand five hundred dollars (\$1,500.00) shall be disbursed effective beginning in Fiscal Year 2017.**

ARTICLE 9 – TEC PAY

The County, with the participation of the F.O.P., but no later than September 30, 2001, will develop testing procedures to measure an officer's conversational proficiency in selected languages other than English. An officer who passes such test will be certified as an interpreter in the language tested and will be assigned to interpret that language as part of his/her job duties. Officers will receive a lump sum payment of one thousand three hundred dollars (\$1,300.00) per year within thirty (30) days following their certification, and thereafter at the same time the clothing allowance is paid. Effective in Fiscal Year 2006, this payment shall be one thousand three hundred and fifty dollars (\$1,350.00), and effective in Fiscal Year 2007, this payment shall be one thousand four hundred dollars (\$1,400.00). Failure to pass a qualifying language examination will not be subject to the grievance and arbitration process herein. **The County shall offer the required test(s) at least once per fiscal year, and every new employee must be given an opportunity to take the required test(s) while in the Police Academy or within six (6) months of graduation.**

Add a new paragraph:

Effective beginning in Fiscal Year 2017, any employee who is a certified Drug Recognition Expert shall receive an additional \$400 per year as an additional TEC pay.

Add new paragraph to end of Article 9:

Beginning with the first full period in July 2017, all of the TEC pays listed above shall be paid on a bi-weekly basis.

ARTICLE 23 – PENSION PLAN

G. Hold Harmless Benefit Calculation

Add a new paragraph:

Any plan member who retires during Fiscal Years 2017 or 2018 (that is, from July 1, 2016 through June 30, 2018) and who otherwise would have been eligible to receive a merit increase during Fiscal Year 2017, will be held harmless for the purpose of pension benefit

calculation and thus be treated as if the member had received the merit increase on schedule.

Pension Modifications for Surviving Spouses

The following language shall be added to the Police Pension Plan:

Effective July 1, 2016, the spouse of a Participant with fifteen or more years of Actual Service but less than twenty years of Actual Service who dies while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had terminated employment on the day before the date of death and then survived until the Normal Retirement Date and elected a joint and 50% contingent annuitant benefit with the spouse named to receive the benefit. The spouse's benefit shall be payable as of the first day of the month following the Employee's death, and there shall be no actuarial reduction for payment prior to what would have been the Participant's Normal Retirement Date.

Effective July 1, 2016, the spouse of a Participant who dies at or after his Normal Retirement Date while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had retired on the day before he died and had elected to receive a reduced benefit for his life with a 100% Contingent Annuitant benefit payable to his spouse. A surviving spouse shall not receive a benefit under this Section if that spouse is to receive a benefit as a contingent annuitant, or if the Participant has selected any benefit form permitted under the Plan providing benefits to any individual after the Participant's death, and based on his monthly benefit.

Deferred Retirement Optional Program (DROP) Study

The County and FOP 89 agree to form a joint committee to review the feasibility of implementing a cost neutral DROP program for bargaining unit members. Each side will select three members to participate in the DROP study. Each side may utilize outside experts and consultants at their own expense or may agree to jointly utilize the same outside experts/consultants. The joint study committee will issue a recommendation by March 31, 2017.

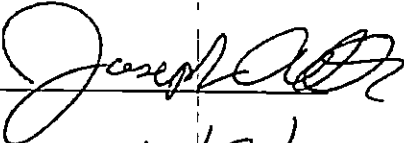
Disciplinary Reports: As attached to this settlement document and to be incorporated into the collective bargaining agreement.

Administrative Hearing Boards: As attached to this settlement document and to be incorporated into the collective bargaining agreement.

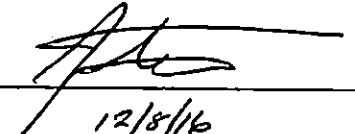
ARTICLE 27 – DURATION AND REOPENER

The Agreement shall be effective July 1, 2016, through June 30, 2018.

On behalf of County:


12/8/16

On behalf of FOP:


12/8/16



RUSHERN L. BAKER, III
COUNTY EXECUTIVE

PRINCE GEORGE'S COUNTY POLICE DEPARTMENT
7600 BARLOWE ROAD
PALMER PARK, MARYLAND 20785



HENRY P. STAWINSKI, III
CHIEF OF POLICE

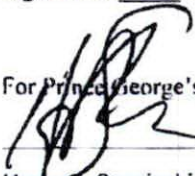
**Memorandum of Understanding Between Prince George's County,
Maryland and the Fraternal Order of Police, Prince George's
County Maryland, Lodge 89, Inc.**

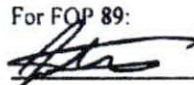
This is a side letter of agreement to the current FY2016 collective bargaining agreement between Prince George's County, Maryland (the County) and the Fraternal Order of Police, Prince George's County Maryland, Lodge 89, Inc. (FOP 89). This side letter of agreement also will be effective during subsequent collective bargaining agreements between the County and FOP 89, unless amended by mutual agreement.

Disciplinary Reports:

A report of final disciplinary measures administered against members of FOP 89 shall be provided to FOP 89 on a quarterly basis. Reports shall contain the nature of the alleged infractions and any actions taken against the member of FOP 89. Reports shall be anonymized. Reports will be provided to FOP 89 in order to serve as a deterrent, warning officers of the consequences for violations of the General Orders of the Prince George's County Police Department.

Signed this 8TH day of SEPTEMBER, 2016

For Prince George's County:

Henry P. Stawinski III
Chief of Police

For FOP 89:

John W. Teletchea
President, FOP 89





RUSHERN L. BAKER, III
COUNTY EXECUTIVE

PRINCE GEORGE'S COUNTY POLICE DEPARTMENT
7600 BARLOWE ROAD
PALMER PARK, MARYLAND 20785



HENRY P. STAWINSKI, III
CHIEF OF POLICE

**Memorandum of Understanding Between Prince George's County,
Maryland and the Fraternal Order of Police, Prince George's
County Maryland, Lodge 89, Inc.**

This Memorandum of Understanding includes an amendment to the current Fiscal Year 2017 collective bargaining agreement between Prince George's County, Maryland (the County) and the Fraternal Order of Police, Prince George's County Maryland, Lodge 89, Inc. (FOP 89). This Memorandum shall remain part of the collective bargaining agreement in subsequent years unless and until amended by mutual agreement of the parties.

Administrative Hearing Boards

Administrative Hearing Boards (AHB) are quasi-judicial proceedings, and shall be conducted according to guidelines published by the Maryland Chiefs of Police Association, Inc., in an atmosphere affording a degree of formality. The AHB shall be open to the public, except in such cases where the personnel information or identity of employees is deemed sensitive or may place them in danger. Any determination to close the AHB shall be that of the Chief of Police.

One-Member Board: When a respondent officer rejects summary punishment, a one-member AHB shall be convened. The hearing officer shall be selected by the Chief of Police and hold the rank of Captain or above. In every instance, the AHB Officer shall be at least one rank higher than the respondent. The AHB shall be bound by the range of disciplinary actions authorized for summary punishment by the LEOBR for each charge.

Three-Member Board: The Chief may convene a three-member AHB comprised of officers who did not participate in the incident or the subsequent investigation that lead to the hearing board. At least one AHB member shall be of equal rank as the respondent. The second member shall be a Captain. The third member is the Chair, a Major or above, who has completed the disciplinary training seminar.



The Chief of Police, or his designee, chooses the Chair and the Captain. The respondent chooses the officer of equal rank by lottery. The respondent randomly selects two names:

A primary officer of equal rank

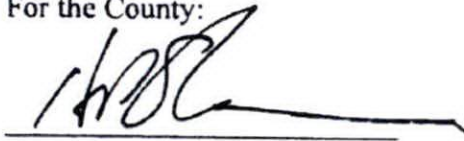
An alternate officer of equal rank

The respondent or representative, and the Director, OPR may strike one name from the officer of equal rank list for any reason. The respondent or representative, and the Director, OPR may strike one additional selection for just cause. Explanations shall be provided to the AHB Coordinator who shall document the reason(s) and then approve or deny the strike.

The report of the AHB shall be received by the Office of the Chief no later than 30 calendar days following the rendering of a verdict.

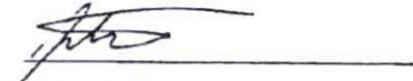
Signed this 29th day of September, 2016.

For the County:



Henry P. Stawinski III
Chief of Police

For FOP 89:



John W. Teletchea
President, FOP 89

12/8/16
JA

SALARY SCHEDULE - POLICE UNIT PERSONNEL
Effective January 8, 2017
PRINCE GEORGE'S COUNTY, MARYLAND

STEPS YRS OF SERVICE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
Entry - 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22*	
LO1-PO																						
Hourly	24,851.3	25,596.8	26,347.4	27,156.6	27,970.3	28,809.4	29,673.7	30,563.9	31,480.8	32,425.2	33,398.0	34,399.9	35,431.9	36,494.9	37,589.7	38,717.4						
Bi-Weekly	1,988.10	2,047.74	2,109.18	2,172.45	2,237.62	2,304.75	2,373.90	2,445.11	2,518.46	2,594.02	2,671.84	2,751.99	2,834.55	2,919.59	3,007.18	3,097.39						
Annual	51,691	53,241	54,839	56,484	58,178	59,924	61,721	63,573	65,480	67,444	69,468	71,552	73,698	75,909	78,187	80,532						
STEPS YRS OF SERVICE																						
Entry - 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22*	
LO2-PFC																						
Hourly	26,620.7	27,419.1	28,241.9	29,089.2	29,961.9	30,860.8	31,786.6	32,740.2	33,722.4	34,732.5	35,770.0	36,834.0	37,924.6	39,042.0	40,186.2	41,357.4						
Bi-Weekly	2,129.66	2,193.54	2,259.35	2,327.14	2,396.95	2,468.86	2,542.93	2,619.22	2,697.79	2,778.50	2,861.92	2,948.14	3,037.14	3,128.94	3,223.66	3,321.44						
Annual	58,371	57,632	58,743	60,506	62,321	64,190	66,116	68,100	70,143	72,255	74,436	76,694	79,032	81,454	83,964	86,566						
LO3-Corporal																						
Hourly	28,516.1	29,371.6	30,252.7	31,160.3	32,095.1	33,058.0	34,049.7	35,071.2	36,123.3	37,205.7	38,319.1	39,464.2	40,640.7	41,849.4	43,091.1	44,365.8						
Bi-Weekly	2,281.29	2,349.73	2,420.22	2,492.82	2,567.61	2,644.64	2,723.98	2,805.70	2,889.86	2,976.44	3,065.53	3,157.26	3,251.64	3,348.76	3,448.64	3,551.31						
Annual	59,113	61,093	62,926	64,813	66,758	68,761	70,823	72,948	75,136	77,389	79,709	82,098	84,558	87,092	89,704	92,397						
LO4-Sergeant																						
Hourly	31,367.7	32,308.7	33,278.0	34,276.3	35,304.6	36,363.7	37,454.6	38,578.2	39,735.5	40,927.6	42,154.4	43,416.8	44,714.9	46,049.6	47,421.9	48,832.8						
Bi-Weekly	2,509.42	2,584.70	2,662.24	2,742.10	2,824.37	2,909.10	2,996.37	3,086.26	3,178.84	3,274.47	3,373.26	3,474.26	3,577.56	3,683.30	3,791.62	3,902.64						
Annual	65,245	67,202	69,218	71,295	73,434	75,636	77,906	80,243	82,650	85,139	87,711	90,369	93,117	95,958	98,897	101,937						
LO5-Lieutenant																						
Hourly	34,584.5	35,539.6	36,528.4	37,551.9	38,610.1	39,704.0	40,834.6	42,002.0	43,207.1	44,449.8	45,731.1	47,052.0	48,413.5	49,816.6	51,262.2	52,750.3						
Bi-Weekly	2,760.36	2,843.17	2,928.46	3,016.32	3,106.81	3,200.02	3,296.02	3,394.90	3,496.74	3,601.64	3,709.62	3,820.70	3,934.95	4,052.38	4,172.99	4,295.78						
Annual	71,769	73,822	76,140	78,424	80,777	83,200	85,696	88,267	90,915	93,642	96,450	99,342	102,321	105,390	108,551	111,807						

For administrative purposes, the hourly rates are the controlling rates. Biweekly rates are the hourly rates multiplied by 80 and rounded to the nearest cent. Annual rates are the hourly rates multiplied by 2080 and rounded to the nearest dollar.