

COUNTY COUNCIL OF PRINCE GEORGE'S COUNTY, MARYLAND
1998 Legislative Session

Bill No. CB-95-1998
 Chapter No. 71
 Proposed and Presented by The Chairman (by request – County Executive)
 Introduced by Council Members Russell, Estepp, Bailey, Gourdine and Wilson
 Co-Sponsors _____
 Date of Introduction July 7, 1998

BILL

1 AN ACT concerning

2 Collective Bargaining Agreement - Fraternal Order of Police,
 3 Prince George's County, Lodge 89, Inc.

4 For the purpose of amending the labor agreement by and between Prince George's County and
 5 Fraternal Order of Police, Prince George's County, Lodge 89, Inc., to provide for modified
 6 promotional appeals procedures for personnel classifications certified by the Prince George's
 7 County Public Employee Relations Board.

8 BY repealing and reenacting with amendments:

9 SUBTITLE 16. PERSONNEL.

10 Section 16-233(f)(2),

11 The Prince George's County Code

12 (1995 Edition, 1997 Supplement).

13 SECTION 1. BE IT ENACTED by the County Council of Prince George's County,
 14 Maryland, that Section 16-233(f)(19) of the Prince George's County Code be and the same is
 15 hereby repealed and reenacted with the following amendments:

16 SUBTITLE 16. PERSONNEL.

17 DIVISION 19. COLLECTIVE BARGAINING.

18 **Sec. 16-233. General.**

19 (f) The following collective bargaining agreements are hereby adopted and approved:

20 (2) Declaration of Approval - Fraternal Order of Police, Prince George's County,
 21 Lodge 89, Inc.

The County Council of Prince George's County, Maryland, having fully considered the amendment to the labor agreement [concluded] between Prince George's County and Fraternal Order of Police, Prince George's County, Lodge 89, Inc., resulting from an interest arbitration award on June 16, 1997 [on September 21, 1995], hereby approves said amendment to the agreement in accordance with the provisions of Section 13A-109 of the Prince George's County Code.

SECTION 2. BE IT FURTHER ENACTED that this Act shall take effect forty-five (45) calendar days after it becomes law and that the amendment to the agreement shall be retroactively effective to July 1, 1998.

Adopted this 28th day of July, 1998.

COUNTY COUNCIL OF PRINCE
GEORGE'S COUNTY, MARYLAND

BY: _____
Ronald V. Russell
Chairman

ATTEST:

Joyce T. Sweeney
Clerk of the Council

APPROVED:

DATE: _____ BY: _____
Wayne K. Curry
County Executive

KEY:

Underscoring indicates language added to existing law.

[Brackets] indicate language deleted from existing law.

Asterisks *** indicate intervening existing Code provisions that remain unchanged.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Prince George's County, Maryland (the County) and Fraternal Order of Police, Prince George's County Lodge 89, Inc. (F.O.P. 89). The purpose of this Memorandum is to amend the parties' current collective bargaining agreement covering the period from July 1, 1996 through June 30, 1998 in order to make more efficient the written examination appeal process contained in Section 14.01 and to set forth the agreement of the parties' concerning the promotional oral board appeal process. Article XIV (Promotion Procedures) is hereby amended to read as follows:

ARTICLE XIV -- PROMOTION PROCEDURES

A Joint Study Committee, comprised of equal numbers of representatives named by the County and F.O.P. 89, not to exceed a total of four (4) from each party, shall be established to review current promotional procedures and to make recommendations to the Chief of Police concerning promotion procedures. Said Committee shall meet quarterly.

Section 14.01 Written Examination Appeal Process

- A. A written appeal of any question from a written promotional examination must be filed by the aggrieved officer with the Director, County Office of Personnel and Labor Relations within five (5) working days of test review. This appeal shall result in the review of appealed questions, said review to be performed by the Joint F.O.P./Command Staff Appeal Board ("Joint Appeal Board"). The findings of this review shall be rendered within ten (10) working days of the deadline for filing appeals, and these findings shall be provided, in writing, to the employee who filed the appeal. Copies of any granted appeal shall be made available to any employee who took the examination and may be affected by said granted appeal. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.
- B. The Joint Appeal Board shall be composed of five (5) members, including three (3) members of the F.O.P. holding the ranks of Sergeant and/or Lieutenant, and two (2) members of the Command Staff. The F.O.P. members serving on the Joint Appeal Board shall be selected by the F.O.P. President from a pool of officers who did not participate in the current promotional cycle. The Command Staff members serving on the Joint Appeal Board shall be selected by the Chief of Police.

Section 14.02 Promotional Oral Board Appeal Process

An aggrieved officer who wishes to appeal the results of a promotional oral board, based on the unfair or unequal administration of the oral board process or the content of the candidate's oral board response, may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of the conclusion of the Oral Board Review. Such appeals shall be directed to the Joint Appeal Board c/o the Director, Office of Personnel and Labor Relations. The Joint Appeal Board shall consider appeals pertaining to the unequal or unfair administration of the oral board process and/or appeals related to the content of the candidate's oral board response, but not appeals pertaining to the benchmarks chosen to demonstrate a candidate's Knowledge, Skills and Abilities. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after the last appeal is heard. The decisions rendered by the Joint Appeal Board shall be final and binding, and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

Section 14.03 Performance Evaluation Appeal Process.

An aggrieved officer who wishes to appeal the results of a performance evaluation may do so by filing a written appeal with the Joint F.O.P./Command Staff Appeal Board (described in Section 14.01) within five (5) working days of receiving the performance evaluation. Such appeals should be directed to the Joint Appeal Board c/o the Director, County Office of Personnel and Labor Relations. The Joint Appeal Board shall consider each appeal and issue its findings in writing within twenty (20) working days after receiving the appeal. As part of the appeal, employees may request an opportunity to address the Joint Appeal Board in person. The decisions rendered by the Joint Appeal Board shall be final and binding and not subject to further appeals to the Personnel Board or through the Grievance and Arbitration Procedure of this Agreement.

Section 14.04 Extension of Time Limits. The time limits set forth in Sections 14.01 and 14.02 and 14.03 may be extended by agreement of the parties as needed.

The remaining articles of the Agreement shall remain unchanged.

Signed this _____ day of _____, 1998 in Upper Marlboro, Prince George's County, Maryland.

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

FOR PRINCE GEORGE'S COUNTY

John A. Bartlett, Jr
President

Howard W. Stone, Jr.