



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
6611 Kenilworth Avenue • Riverdale, Maryland 20737

M-NCPPC Resolution No. 23-04

**APPROVAL OF THE 3-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE M-NCPPC AND THE FRATERNAL ORDER OF POLICE, LODGE NO. 30
EFFECTIVE FEBRUARY 1, 2023 THROUGH JANUARY 31, 2026**

WHEREAS, Section 16-307 of the Land Use Article of the Annotated Code of Maryland requires the Maryland-National Capital Park and Planning Commission (the “Commission”) to engage in collective bargaining for certain employees and under specified circumstances; and

WHEREAS, eligible Commission employees are organized into the Park Police Bargaining Unit and have elected the Fraternal Order of Police, Lodge No. 30 (“FOP”) to be their exclusive representative for the purpose of collective bargaining with the Commission; and

WHEREAS, the Commission’s collective bargaining agreement with FOP expired as of January 31, 2023 (the “Expired Agreement”); and

WHEREAS, in fall 2022 the Commission’s designated management team began negotiations with the FOP in good faith on the three-year contract effective February 1, 2023, through January 31, 2026 (“Agreement”), covering wages, retirement, and other working conditions; and

WHEREAS, both parties collectively presented fifty-five (55) initial proposals to amend, delete, or add various provisions to the Expired Agreement for Park Police Bargaining Unit; and

WHEREAS, both parties have reached agreement on twenty-eight (28) of the initial proposals, with all other provisions of the Expired Agreement remaining the same; and

WHEREAS, the respective bargaining teams have reached a proposed agreement on the three-year contract, with wage reopeners for FY25 and FY26; and

WHEREAS, the negotiations have been constrained by the current and long-term fiscal challenges facing the Commission; and

WHEREAS, the respective bargaining teams have reached a proposed agreement on the three-year contract that is subject to approval by the Commission and FOP, otherwise referred to as Maryland-National Capital Park and Planning Commission Proposals to Fraternal Order of Police Lodge No. 30, the tentative agreements of which are incorporated in this Resolution as Exhibit A; and

WHEREAS, the proposed agreement would result in a change to the pay schedule applicable to FOP members, the sums of which are incorporated in this Resolution as Exhibit B; and

WHEREAS, the effective date of the Agreement will be February 1, 2023, unless expressly specified otherwise therein.

NOW, THEREFORE BE IT RESOLVED, that the Maryland-National Capital Park and Planning Commission approves, and does hereby ratify, the terms of the tentative agreement contingent upon ratification of the Agreement by the Fraternal Order of Police; and

BE IT FURTHER RESOLVED, that the Maryland-National Capital Park and Planning Commission does hereby authorize the Executive Director and other officers to make, enter into, and execute such other agreements, instruments, and further assurances, as well as amend any pay schedules, as may be necessary to effectuate its decision to approve and ratify the terms of the tentative agreement.

*Exhibits A and B to be presented at the Commission meeting, following closed discussion of the item.

Approved for legal sufficiency:

Ben Rupert

Ben Rupert, Principal Counsel

This is to certify that the foregoing is a true and correct copy of Resolution #23-04, taken by The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Washington, seconded by Commissioner Geraldo, with Commissioners Bailey, Branson, Geraldo, Hill, Pinero, Presley, Shapiro and Washington voting in favor of the motion, with Vice-Chair Zyontz abstaining and Commissioner Doerner absent during its regular meeting on Wednesday, February 15, 2023, held virtually and in person at the Wheaton Regional Headquarters Building Auditorium in Wheaton, Maryland.

Asuntha Chiang-Smith
Asuntha Chiang-Smith, Executive Director

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
And
FRATERNAL ORDER OF POLICE LODGE NO. 30**

Tentative Agreement—November 3, 2022

I. FOP Proposals

The parties reached a tentative agreement on the following FOP proposals:

1. 5.6 – On Call

Modify Section 5.6 to read as follows:

An officer within the Tactical, Motor, Horse Mounted, ~~or~~ Investigative, **Special Assignment Team, Units, or Information Technology Units** who is assigned to on-call duty shall receive ten percent (10) of the employee's regular straight rate of pay for each hour of on-call duty. Officers assigned to on-call duty shall not be permitted to transfer the on-call duty to another officer without receiving the express prior permission of the Unit Captain or designee. The Unit Captain or designee shall designate the time frame when the substitute officer shall receive the on-call pay. This provision is effective January 1, 2006. No officer shall be disciplined or subject to any punitive action for failing to report during on-call hours unless the officer is being compensated for those hours as provided in this section.

2. 5.9 – Work On Actual Holiday

Modify Section 5.9 to read as follows:

Whenever New Year's Day, July 4th, Veteran's Day, **Juneteenth**, or Christmas Day falls on a weekend and is celebrated by the Commission on the preceding Friday or the following Monday, officers covered by this Agreement who work either on the actual holiday or on the day it is celebrated shall be treated as working on a holiday for purposes of receiving holiday pay. Officers who work both the actual holiday and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

3. 7.1 – Uniforms

Add the following as a new Section 7.1(H):

(H) The wearing of the short sleeve or long sleeve uniform will be at the officer's discretion, with the exception of the formal/dress uniform.

4. 14.4 – Secondary Employment

Modify Section 14.4 (A) to read as follows:

(A) Secondary Employment On Park Property.

When the MNCPPC determines that security services are required at an MNCPPC facility that is rented by an organization or individual other than the Commission, only park police shall be authorized to be hired by the renter if officers are available to perform the work. Management shall seek volunteers to fill the required number of officers as is determined by management. Preference shall not be granted to volunteers due to location of event. Payment to the officer by the renter shall be at the rate of **forty fifty dollars (\$40 50.00)** per hour, except on holidays when it shall be **fifty sixty dollars (\$50 60.00)** per hour. These rates shall not apply to any agreements with renters that were executed prior to the execution date of this Collective Bargaining Agreement. All prior rental agreements shall continue to utilize the rates negotiated at the time the agreement was executed (**\$25 40.00 per hour or \$35 50.00 on a holiday**). Payment shall be made directly to the officer. The officer shall be covered under workmen's compensation as provided by the Annotated Code of Maryland and the disability benefit programs set forth in this Agreement. Management retains supervision with respect to any and all officers working secondary employment on Commission property.

II. Management Proposals

The parties reached a tentative agreement on the following Management proposals:

1. Section 3.4-- FOP Leave

Modify Section 3.4 to read as follows:

(A) An FOP leave bank shall be created for all FOP activities. The bank shall provide time for the FOP President or, in the President's absence, an FOP designee to perform the duties of the office. The bank shall also include time for FOP members to attend conferences, conventions, state meetings, schools, and training seminars of the FOP. Furthermore, officers requested to attend a ~~Law Enforcement Officers' Bill of Rights~~

(LEOBR) disciplinary hearing as a fact witness by the officer or the officer's representative shall be entitled to request leave from the FOP leave bank.

2. Section 5.1—Wages.

Strike Section 5.1(B) in its entirety:

(B) The parties shall participate in reopener negotiations for the second and third year of the contract (Fiscal Years 2022 and 2023). During the FY 2022 reopener, either party shall be able to present proposals addressing the following topics:

(1) Wages (Sections 5.1 and 5.12):

- a. A Merit/Step Increase;
- b. A COLA;
- c. A possible back merit;
- d. ASI's; and,
- e. Cash alternatives.

(2) Other Matters:

a. Retirement changes (Section 8.1), limited to:

- 1. The conversion rate of accrued sick leave and cap on annual leave;
- 2. The annual retirement plan multiplier;
- 3. The contingent annuitant rules;
- 4. Change in officer contribution levels; and,
- 5. A new retirement plan for newly hired officers.

b. Adjusted health insurance premium cost share (Section 10.2);

c. Changes to the "Rule of" standards for promotions to Sergeant and Lieutenant (Section 13.1);

d. Changes to the LEOBR hearing process (Section 14.5)

e. Take Home Vehicles

During the FY 2023 reopener, either party shall be able to present proposals addressing wages, the topics of which will be mutually decided during the FY2022 reopener, and the schedule of Section 11.3 medical examinations following 2023. Should the parties be unable to agree on the wage topics to be addressed in the reopener, then the decision shall be made by the LRA.

The reopeners for FY 2022 and FY 2023 shall start on February 15 and end on or before April 30, unless an extension is mutually agreed to by the parties.

3. Section 5.16—Fitness Indicator Test (FIT) Program.

Modify Section 5.16 (E) to read as follows:

(E) The Commission shall compensate officers who pass the test on the following average scores:

Average score of 3 or better -- **\$350.00**

Average score of 4 of better -- **\$450.00**

Average score of 5 or better -- **\$650.00**

4. Section 9.4-- General Provisions

Modify Section 9.4 (R) to read as follows:

(R) An officer who has provided the Commission with fraudulent written information regarding his or her disability or employment status, shall be subject to discipline up to and including loss of Health Benefits and termination of employment. No officer shall be subject to such discipline until after he or she has been provided with ten (10) days' notice of the Commission's intent to act. The form and the manner of the Commission's investigation and notice shall be consistent with **Maryland Law** ~~the Maryland LEOBR.~~

5. Section 9.5-- Workers' Compensation Disability Leave

Modify Section 9.5 (H) to read as follows:

(H) An officer who has intentionally provided the Commission with fraudulent information regarding his or her disability or employment status, shall be subject to discipline up to and including loss of Health Benefits and termination of employment. No officer shall be subject to such discipline until after he or she has been provided with ten (10) days' notice of the Commission's intent to act. The form and the manner of the Commission's investigation and notice shall be consistent with **Maryland Law** ~~the Maryland LEOBR.~~

6. Section 14.5-- Law Enforcement Officers' Bill of Rights.

Strike Section 14.5 in its entirety:

~~(A) Unfounded complaints will not be placed in an officer's personnel file. Unfounded complaints will be removed from the investigation file, upon written request by the officer involved, after three (3) years have passed since the findings by the Commission or an Administrative Hearing Board.~~

~~(B) Upon written request by the officer involved, the Commission will remove documents relating to a summary punishment if at least three (3) years have passed since the punishment was imposed. This shall include any electronically formatted forms, documents, references notes, etc., in the officer's personnel file and the Internal Affairs file. Any such documents located elsewhere cannot be used after the three (3) year period. The parties understand and agree that the provisions of this Section shall not apply to information regarding use of force, false statements or criminal misconduct, except that if the information relates to charges that were found not sustained or unfounded in which case that information shall be removed if at least three (3) years have passed since the finding of not sustained or unfounded.~~

~~(C) The Commission will notify the accused officer of all complaints and whether or not the Commission will recommend punitive action within one (1) year after the Commission receives the complaint.~~

~~(D) A list of all offenses and punishments imposed, if any, will be posted monthly on a bi-county basis.~~

~~(E) All time limits set forth in paragraphs A, B, C, and D of this Section shall be strictly adhered to.~~

~~(F) Three (3) member Hearing Boards shall be selected as follows:~~

~~(1) At least two (2) of the three (3) members of the Hearing Board will be MNCPPC park police officers.~~

~~(2) The Chief of Police for the accused officer's Division shall select the Chairman of the Board, who may be an officer from another police agency.~~

~~(3) — For the second Board member, the Chief shall designate three (3) park police officers who are eligible to serve on the Board. The three (3) officers may be of equal or higher rank than the accused. The accused officer shall select one (1) of the three (3) to sit on the Board.~~

~~(4) For the third Board member, the Chief shall designate three (3) park police officers who are eligible to serve on the Board. The three (3) officers must be the same rank as the accused. The accused officer shall select one (1) of the three (3) to sit on the Board.~~

~~(5) This provision deals only with three (3) member Hearing Boards, not one member Boards convened to consider recommendations on summary punishment.~~

7. Section 14.6-- Global Positioning Systems (GPS).

Modify Section 14.6 to read as follows:

The GPS system will not be used for the routine surveillance of officers. Location information obtained during the routine use of the system can be used in a **disciplinary** ~~an LEOBR~~ investigation; however, discipline shall not be based exclusively upon a GPS report that an officer was not in his or her assigned area. During the term of this Agreement, the FOP and Commission Management shall meet to review any issues related to perceived inaccuracies in the system's tracking of officers.

The Commission shall also use GPS system data to provide information to bodies such as the County Councils, the County Executives, or the Commission. A copy of any such information provided under this paragraph shall be provided to the FOP within five days of dissemination. Such information shall not be used as the initial complaint in a **disciplinary** ~~an LEOBR~~ investigation.

8. Section 14.9(B)—Post-Accident Testing.

Modify Section 14.9(B) to read as follows:

(B) Post-Accident

Testing shall be required whenever any officer has been involved in any motor vehicle accident which resulted in damage to Commission property, damage to the property of third-persons, or personal injury; however, accidents resulting in damage to Commission and/or third-party property shall not require testing when (a) there is no personal injury and a lieutenant, captain, or commander confirms that the officer could not have prevented the accident, **(b) there is a minor at fault collision but no personal injury and a lieutenant, captain, or commander concludes that there is no reasonable suspicion of impairment,** (c) the accident involves a deer strike, or (d) the accident involves a Commission vehicle that has been struck while either parked or while sitting at a full or complete stop. Following any accident involving a Commission vehicle or other Commission equipment, testing will only be required of the Officer operating the Commission vehicle or equipment.

9. Section 15.1—Nondiscrimination.

Modify Section 15.1 to read as follows:

The MNCPPC and the FOP agree that neither party will discriminate against any officer covered by this Agreement on the grounds of race, color, religion, sex, age, national origin, marital status, **gender identity, genetic information or refusal to submit to a genetic test, sexual orientation,**

political or FOP affiliation, or physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of duties.

10. Section 15.6—Duration.

Modify Section 15.6 to read as follows:

This Agreement shall become effective February 1, ~~2023~~ 2020, and shall remain in full force and effect until January 31, ~~2026~~ 2023, unless otherwise stated in specific sections. This Agreement shall be automatically renewed from year-to-year thereafter unless either party notifies the other in writing no later than September 1 preceding the expiration date that it desires to terminate, modify, or amend this Agreement.

In witness whereof, the parties have signed this Agreement by their duly authorized officials and representatives on this 3rd day of ~~Nov~~ 2023.



For M-NCPPC

11-3-22

Date



For FOP

11/3/22

Date

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
And
FRATERNAL ORDER OF POLICE LODGE NO. 30**

Tentative Agreement—November 10, 2022

I. FOP Proposals

The parties reached a tentative agreement on the following FOP proposals:

1. Section 12.2 – Tuition Assistance Program

Bargaining unit members shall remain eligible for tuition assistance in an amount equal to not more than Two Thousand, **Two Hundred Dollars (\$2,200.00 ~~\$2,000.00~~)** per fiscal year. If the Commission increases this amount for other employees, the increased amount will be applicable to the park police as well. Applications for tuition assistance shall continue to be made on the MNCPPC's Application for Training Assistance Form. Determination with respect to eligibility for tuition assistance will remain governed by MNCPPC Practice 2-31.

2. [New] Section 5.18 – Education Incentive

Effective the first full pay period following February 1, 2023, officers who have or attain an associate's degree, from an accredited institution, shall receive a one-time education incentive bonus of \$1,000.00. Effective the first full pay period following January 1, 2023, officers who have or attain a bachelor's degree, from an accredited institution, shall receive a one-time education incentive bonus of \$2,000.00.

Officers shall not be entitled to receive both an associate's and a bachelor's degree incentive bonus. Officers who receive the education incentive bonus shall be required to remain with the Commission for at least one year following receipt of the bonus; otherwise, the officer shall reimburse the Commission the full amount of the incentive bonus. Absent mutual agreement of the Commission and FOP, this education incentive bonus program shall sunset effective January 31, 2026.

3. 14.8 – Vacant Positions

All vacant ~~mounted, motorcycle, detective/investigator, and administrative~~ non-traditional patrol positions shall be advertised in both Divisions. Management shall not be required to interview more than three (3) officers per vacant position. **All temporary duty (TDY) appointments to non-traditional patrol assignments will not last longer than one (1) year before advertisement and interview, as described above, will take place.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. Management Proposals

The parties reached a tentative agreement on the following Management proposals:

4. Modify Section 13.1(Q) to read as follows:

All officers who otherwise become eligible for promotion to P-4 on or after ~~July 1, 2023~~ **February 1, 2023** will be required to have either earned ~~fifteen (15) credits~~ **twenty-one (21) credits**, from an accredited college, prior to being promoted or to be enrolled in classes on the execution date of this Agreement necessary to obtain the ~~fifteen (15) credits~~ **twenty-one (21) credits** by the end of the next academic semester. In the latter case, promotion will occur after the officer has earned the ~~fifteen (15) credits~~ **twenty-one (21) credits**. **Effective July February 1, 2024, the required credit level shall increase from twenty-one (21) to twenty-seven (27) credits.**

5. Section 14.4—Secondary Employment.

Modify Section 14.4(C)(2) to read as follows:

The primary duty, obligation, and responsibility of every employee is to the Park Police. Employees who are directed to work overtime, or are directed to report to work on their days off, will do so regardless of the fact that outside employment is approved. Outside **security related services, employment off of park property, which has been initiated by the officer and approved through the current review process, shall not exceed twenty (20) hours per workweek.** ~~should not become additional full-time employment.~~


For M-NCPPC

10 NOVEMBER 2022
Date


For FOP

11/10/22
Date

**MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
And
FRATERNAL ORDER OF POLICE LODGE NO. 30**

Tentative Agreement—November 21, 2022

1. Modify FTO Compensation (Section 5.11) as follows:

5.11 – Field Training Officer Compensation

Effective ~~the first full pay period following full ratification of the Collective Bargaining Agreement or~~ the first full pay period following February 1, ~~2023~~ 2020, ~~whichever is sooner,~~ Field Training Officers ("FTO") shall receive ~~Four Dollars and Seventy Five cents (\$4.75)~~ **Five Dollars (\$5.00)** per hour of FTO duty. FTO duty shall not exceed ten (10) hours in one working day without prior approval from the FTO's captain, except when the FTO's shift is extended past ten (10) hours due to normal operational requirements (*e.g.*, a late-in-shift arrest or a late-in-shift service call). The FTO shall enter his or her FTO time in the Commission's timeclock system. Field Training Officer compensation will be paid in a lump sum at the end of the pay period in which the officer served as an FTO.

Field Training Officer compensation also will be paid to officers providing training to an officer transferring into either the Mounted or Motorcycle Sections. Field Training Officer Compensation will be paid to Detectives effective the first full pay period of January 2009.

2. Modify Holiday Leave (Section 6.4) as follows:

(A) The Commission shall authorize Law Enforcement Officers' Memorial Day (May 15) as a holiday for officers covered by this Agreement. **Whenever Law Enforcement Officers' Memorial Day falls on a weekend, it shall be treated as a holiday listed in 5.9 celebrated by the Commission.** Such officers shall receive all other Commission authorized holidays. If, in the future, the Commission does not authorize Employees Appreciation Day or any other existing holiday in any year, but gives Commission employees an additional personal leave day in place of that holiday, the officers covered by this Agreement shall receive the additional personal day.

3. Add a new Section 5.18 (No Duplication or Pyramiding) as follows:

Section 5.18-- No Duplication or Pyramiding.

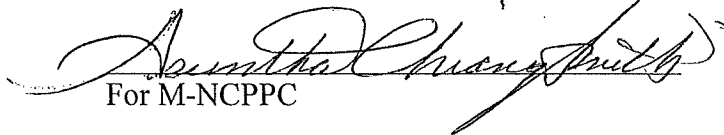
There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. **When more than one form of premium or overtime pay could be applied to the time worked, the officer shall receive the higher of the premium or the overtime pay, but not both. But when a premium or overtime pay as well as FTO compensation and/or a shift differential could be applied to the time worked, the officer shall receive both the FTO compensation and/or a shift differential and a premium or overtime rate.**

As an example, if on the last day of the scheduled workweek an officer works three hours beyond the end of his/her shift during a declared emergency which qualifies for compensation at two times the officer's regular rate of pay, then the officer will receive the emergency compensation pay (2 times regular rate of pay) rather than overtime pay (1&1/2 times regular rate of pay). As another example, if on the last day of the scheduled workweek, an officer volunteers to work a midnight overtime shift, the officer will receive overtime pay (1&1/2 times regular rate of pay) and then, after applying the overtime rate, adds the midnight shift differential of \$2.75 per hour.

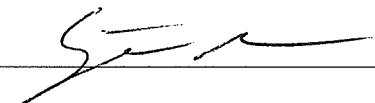
4. Modify Retirement Reopener (section 8.1(I)) as follows:

(I) Retirement Reopener

If, during the duration of this contract, the Montgomery County Government **and Prince George's County Government** Police **both** obtain a twenty (20)-year retirement, the Commission and the FOP agree to a reopener on the sole issue of retirement. However, there shall be no reopener if the changes in the Montgomery County Government **and Prince George's County Government** Police **retirement plans** occurs during the final year of this contract.


For M-NCPPC

21 NOVEMBER 2022
Date


For FOP

11/21/22
Date

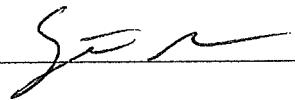
**Management's Proposal—Maryland Time To Care Act
December 1, 2022**

The M-NCPPC proposes that the following be added to Section 6.5:

The M-NCPPC and FOP Lodge #30 recognize the need to incorporate the provisions of the Maryland Time to Care Act into existing CBA provisions, such as those on Maternity/Paternity Leave (Section 6.5). The parties shall establish a joint committee comprised of an equal number of FOP and management representatives, but no more than four (4) from each party. The Committee will schedule its first meeting within 30 days following the DLLR's publishing of Time to Care Act regulations. Within one hundred and twenty (120) days from its first meeting the Committee will issue its findings and recommendations to the FOP #30 President and the M-NCPPC's Executive Director, or designee. If no agreement is reached by the Committee, or if the Committee's recommendations are not adopted by the parties, then the FOP shall be permitted to present its proposals for consideration during the FY 2026 wage reopener.


For M-NCPPC

1 DECEMBER 2022
Date


For FOP

12/1/22
Date

**TA Sign-Off as to Shift Differential, On-Call, Light Duty, and Damage Reimbursement
December 1, 2022**

- 1. Management accepts the FOP's proposals on Shift Differential (Section 5.3) and On Call Pay (Section 5.6), as modified below:**

5.3 – Shift Differential:

(A) Effective July 1, 2020, increase the evening shift differential from \$1.80 per hour to \$1.90 per hour. An evening shift shall be any shift that starts between 2:00 p.m. and 7:59 p.m. Effective February 1, 2021, increase the evening shift differential from \$1.90 per hour to \$1.95 per hour. **Effective February 1, 2023, increase the evening shift differential from \$1.95 per hour to \$2.05 per hour. Effective February 1, 2024, increase the evening shift differential from \$2.05 per hour to \$2.15 per hour.**

(B) Effective July 1, 2020, increase the midnight shift differential from \$2.60 per hour to \$2.70 per hour. A midnight shift shall be any shift that starts between 8:00 p.m. and 4:59 a.m. Effective February 1, 2021, increase the midnight shift differential from \$2.70 per hour to \$2.75 per hour. **Effective February 1, 2023, increase the midnight shift differential from \$2.75 per hour to \$2.85 per hour. Effective February 1, 2024, increase the midnight shift differential from \$2.85 per hour to \$2.95 per hour.**

5.6 – On Call

An officer within the Tactical, Motor, Horse Mounted, ~~or~~ Investigative **Units, or Information Technology Units** who is assigned to on-call duty shall receive ~~ten~~ **twelve** percent (~~10~~ **12**%) of the employee's regular straight rate of pay for each hour of on-call duty. Officers assigned to on-call duty shall not be permitted to transfer the on-call duty to another officer without receiving the express prior permission of the Unit Captain or designee. The Unit Captain or designee shall designate the time frame when the substitute officer shall receive the on-call pay. This provision is effective January 1, 2006. No officer shall be disciplined or subject to any punitive action for failing to report during on-call hours unless the officer is being compensated for those hours as provided in this section.

- 2. The FOP accepts the M-NCPPC's proposals on Light Duty (Section 9.6(f)) and Damage Reimbursement (Section 14.13), as modified below:**

Section 9.6(F)—Light Duty.

Add the following as a new Section 9.6 (F):

Officers on Light Duty are not permitted to work security-related secondary employment or any secondary employment that is reasonably likely to delay the officer's return to full duty, on or off

park property, or overtime. **If there is a disagreement whether the secondary employment is reasonably likely to delay the officer's return to full duty, the officer shall provide a note from their healthcare provider addressing whether there will be any delay in return to full duty.**

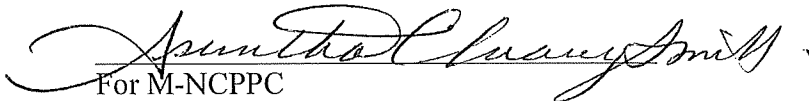
Section 14.13—Damage Reimbursement.

Modify the first paragraph of Section 14.13 to read as follows:

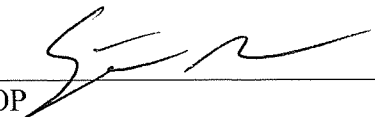
When an officer, through his or her gross negligence, or intentional misconduct, loses or damages a Commission vehicle in the course of their employment, the officer shall be required to reimburse the Commission its actual cost of repair up to ~~\$500.00~~ **\$1,000.00** through either direct payments or payroll deductions **of \$200.00 per pay period**. Similarly, when an officer is involved in a second accident caused by his/her **gross negligence or intentional misconduct** within a three-year period and loses or damages a Commission vehicle in the course of that accident, the officer shall be required to reimburse the Commission its actual cost of repair up to ~~\$500.00~~ **\$ 2,000.00** through either direct payments or payroll deduction **of \$200.00 per pay period**.

When an officer is involved in a second accident caused by his/her negligence within a three-year period and loses or damages a Commission vehicle in the course of that accident, the officer shall be required to reimburse the Commission its actual cost of repair up to \$500.00 through either direct payments or payroll deduction of \$100.00 per pay period. All other issues related to reimbursement of the Commission for the loss or damage of Commission property shall be addressed through the Merit Rules and Regulations.

This damage reimbursement shall not be interpreted as discipline.


For M-NCPPC

1 December 2022
Date


For FOP

12/1/22
Date

12/17/22
12 57 J m

**Management's Proposed Bundle
December 5, 2022**

- 1. Management accepts the FOP's proposals on Overtime Pay (Section 5.2), Sick Leave (Section 6.3), and Clothing Allowance (Section 7.2) as modified below:**

5.2 – Overtime Pay

(B) Each time an officer covered by this Agreement submits an overtime slip, the officer may elect to receive compensatory leave, **and shall receive at one and one-half compensatory hour for each** ~~times~~ the overtime hours worked rather than overtime pay.

(D) Officers may not carry over from one fiscal year to the next any compensatory leave in excess of one hundred and sixty (160) hours. Any compensatory leave in excess of the one hundred and sixty (160) hour limit must be used in the fiscal year in which it is earned or the officer will receive overtime pay for the hours involved. **An officer who separates employment in good standing or retires from the Commission shall receive payment for up to one hundred and sixty (160) hours of their accumulated compensatory leave.**

6.3 – Sick Leave Program

(C) Any officer covered by this Agreement who leaves employment with the MNCPPC may donate up to ~~forty (40)~~ **fifty (50)** hours of accrued sick leave to the FOP sick leave program. Such donations must be in writing and shall be solicited by the FOP, not the Commission. The FOP shall provide the Commission with a copy of the written donation no later than thirty (30) days after the officer leaves the Commission.

7.2 – Clothing Allowance

(A) During the period from February 1, 2002 until the first full pay period after February 1, 2003, all officers assigned to special operations (motorcycle or horse mounted) and all detectives or investigators, community relations officers, public relations officers, and other officers who, for sixty (60) days or more in any calendar year, serve in an assignment in which they are normally expected to wear civilian dress clothing shall receive a clothing allowance of One Thousand Forty Dollars (\$1,040.00) per year. Effective the first full pay period after February 1, 2003, this allowance shall increase to One Thousand Eighty Dollars (\$1,080.00). Effective the first full pay period after February 1, 2004, this allowance shall increase to One Thousand One Hundred Twenty Dollars (\$1,120.00). Effective the first full pay period after July 1, 2014, this allowance shall increase to One Thousand, Three Hundred Dollars (\$1,300.00). Effective on the later of the first full pay period after February 1, 2020 or the ratification of this Agreement, this allowance shall increase to One Thousand, Six Hundred Dollars (\$1,600.00). **Effective the first full pay period after February 1, 2023, this allowance shall increase to One Thousand, Seven Hundred Dollars (\$1,700.00).**

(B) During the period from February 1, 2002 until the first full pay period after February 1, 2003, all officers other than those listed in paragraph (A) above, shall receive an annual clothing allowance of Nine Hundred Ninety Dollars (\$990.00). Effective the first full pay period after February 1, 2003, this allowance shall increase to One Thousand Thirty Dollars (\$1,030.00). Effective the first full pay period after February 1, 2004, this allowance shall increase to One Thousand Seventy Dollars (\$1,070.00). Effective the first full pay period after July 1, 2014, this allowance shall increase to One Thousand, Two Hundred Dollars (\$1,200.00). Effective on the later of the first full pay period after February 1, 2020 or the ratification of this Agreement, this allowance shall increase to One Thousand, Five Hundred Dollars (\$1,500.00). **Effective the first full pay period after February 1, 2023, this allowance shall increase to One Thousand, Six Hundred Dollars (\$1,600.00).**

2. The FOP agrees to withdraw its proposals on Sick Leave (Section 6.2) and to revise Section 6.1(B) to read as follows:

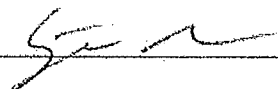
Section 6.1(B)--New Hire Cap on Annual Leave Accruals.

Add the following sentence to Section 6.1(B):

For all officers hired on or after February 1, 2023, the maximum allowable accumulation of annual leave shall be 240 hours.


For M-NCPPC

5 DECEMBER 2022
Date


For FOP

12/5/22
Date

Tentative Agreement – M-NCPPC and FOP 30
December 5, 2022

1. Management accepts the FOP's proposals Assignment of Voluntary Overtime (Section 14.5) as set forth below:

[New] 14.5 – Assignment of Voluntary Overtime and Secondary Employment on Park Property

- (A) Except in emergency situations, (e.g., when Management learns of a voluntary overtime assignment or secondary employment opportunity less than twenty-four (24) hours before that assignment is to be worked), Management shall solicit volunteers for voluntary overtime and secondary employment on park property for a period of at least twenty-four (24) hours after first soliciting volunteers for the assignment in question. Management shall use best efforts to distribute voluntary overtime and secondary employment opportunities equitably among the officers who volunteer for such positions.
 - (B) For all overtime assignment or secondary employment opportunities, the announcement of who was selected to work the assignment will also include the names of those officers who volunteered to work the assignment. Emergency situations, where officers are seeking a replacement officer to work an assignment they were selected for, but are no longer able to work, will be excluded from this provision.
2. The FOP agrees to withdraw its proposals on Performance Evaluations (Section 14.14), provided, however, that the FOP shall be entitled to make proposals regarding the timely completion of performance evaluations in any reopening negotiations conducted during the term of the 2023-2026 CBA.

3. The FOP agrees to revise Section 5.13 to read as follows:

1. **Section 5.13--Emergency Conditions Pay.**

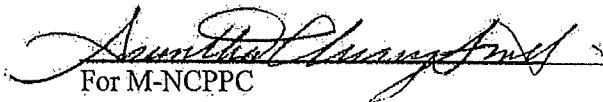
Modify Section 5.13 to read as follows:

Officers covered by this Agreement who work during an declared emergency when the Commission has declared either an Area-wide Emergency that affects the officer's assigned

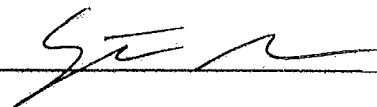
department pursuant to MSR&R Sections 1272 or a General Emergency pursuant to MSR&R Sections 1273 shall be compensated at the rate of two times the officer's regular rate of pay **only for those hours covered by the period of the emergency.** ~~This emergency compensation shall apply to the officers assigned to the locations and hours for which the emergency is declared.~~

Officers required to remain at a facility for which a local emergency closing has been declared, consistent with MSR&R 1271, shall continue to receive their straight time pay unless they work beyond their regular shift at which time the officer shall receive 1.5 times their regular rate of pay. Any hours worked beyond the officer's regular shift because of the declared local emergency must be approved in advance by the Division Police Chiefs, or designee. Nothing in this provision is intended to affect the approval process for hours worked beyond the officer's regular shift because of any reason other than the declared local emergency.

Officers covered by this Agreement who are detailed or deployed to a state, county, or local declared emergency zone, other than one declared by the Commission, shall be compensated at the rate of two times the officer's regular rate of pay for the hours covered by the period of the emergency.


For M-NCPPC

7 DECEMBER 2022
Date


For FOP

12/12/22
Date

**M-NCPPC – FOP 30
TA Sign Off
December 19, 2022 (Medical Standards)**

Amend Sections 11.2 (A)(4) & (5) to read as follows:

(4) 2023-Physical examinations will be conducted **either** by the Commission's new Medical Provider **or by the officer's physician. If the officer's physician conducts the examination, the Commission agrees to a single, one-time reimbursement of up to Two Hundred, Seventy-Five Dollars (\$275.00) upon the receipt of the physician's invoice(s) by the Corporate Health and Benefits office.**

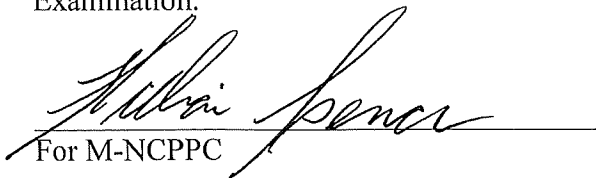
(5) In years following 2023, physical examinations will be required every other year with the Commission's new Medical Provider, unless the parties mutually agree to another arrangement.

[The parties shall update their side letter on the medical provider to reflect a September 2023 meet-and-confer date regarding the performance of the Commission's medical provider]

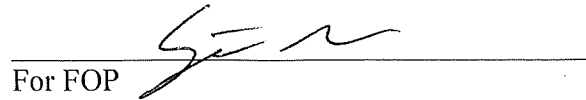
Amend Section 11.2 (C) to read as follows:

(C) **When an officer's treating physician conducts an examination, both the physician and the officer shall complete the Park Police Physical Examination Form (Attachment A) where indicated, and the officer shall complete the Periodic Medical History Form (Attachment B). A completed Physical Medical Examination Form shall be due to the Commission's Medical Provider on, or within thirty (30) days prior to, the officer's anniversary date of hire. The Physical Medical Examination Form and Periodic Medical History Form shall be submitted by the officer and/or the officer's treating physician directly to to the Commission's Health and Benefits Manager who will forward to the Commission's Medical Provider for review and record keeping. Within five (5) days of completion, the officer will email the Commission's Health and Benefits Manager to confirm the officer has submitted both forms to the Medical Provider.** Officers who need additional time to complete this requirement shall submit a request to the Park Police Chief no later than ten (10) days prior to the anniversary-date deadline, and one extension of up to sixty (60) days shall not be unreasonably denied by the Park Police Chief. Requests for extensions of greater than sixty (60) days shall be reviewed by both the Park Police Chief and the Corporate Human Resources Director. Officers who fail to complete the Medical Examination and to return the Medical Examination Form shall be deemed unfit for duty and placed on light duty until such time that the officer's primary care physician or other regularly treating physician completes the

Physical Medical Examination Form and certifies that the officer has passed the Medical Examination.


For M-NCPPC

12-19-22
Date


For FOP

12/19/22
Date

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PARK POLICE PERIODIC PHYSICAL EXAMINATION REPORT

Name: _____ DOB: ____/____/____
 (please print)

The medical examiner conducting this exam confirms that the following were done prior to forming an opinion on the fitness of the officer.

1. Conducted a physical examination for abnormalities.
2. Reviewed the medical history questionnaire.
3. Reviewed the job description corresponding to the officer's rank/position, a copy of which is attached to this form.
4. Reviewed the results of each of the tests set forth below.

Physical Examination Component	Standard/Test	Acceptable / Unacceptable (Circle one)
Medical History Form	Review Medical History Form completed by officer prior to examination.	
Examination of Organ Systems for Abnormalities	For example, head, face, neck, mouth, throat, chest, lungs, heart sounds, blood pressure, pulse, respiration, skin, spine, reflexes etc.	A U
Vision Test	20/20 corrected in each eye and both eyes bi-optically <i>or</i> 20/40 in each eye and both eyes bi-optically uncorrected.	A U
Hearing Test	Pure-tone test at 500, 1k, 2k and 3k Hertz frequency. The hearing deficit on average cannot be more than 30decibels in each ear separately. If it is above the 30db average within that range, they should be referred to an audiologist.	A U
Cardiovascular System	Stress tests are no longer a required element of an officer's physical exam except when deemed medically necessary by an officer's or the Commission's medical provider.	A U
Pulmonary System	Should have a pulmonary function test (spirometry) FEV value of 75% or better (no more than a mild deficiency in lung capacity).	A U
Endocrine System	Must be in good control if diabetic (as measured by Hemoglobin A1C) and records received from endocrinologist.	A U
Musculoskeletal System	Full range of motion for spine, extremities and have normal reflexes. Major ortho surgeries considered on case-by-case basis.	A U

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PARK POLICE PERIODIC PHYSICAL EXAMINATION REPORT (continued)

Assessment: (Choose one)	No	Yes
Officer may perform the duties of a Park Police Officer (per job description) without restrictions.	<input type="checkbox"/>	<input type="checkbox"/>
Officer may perform the duties of a Park Police Officer (per job description) with restrictions as indicated in comments below.	<input type="checkbox"/>	<input type="checkbox"/>
Officer is unable to meet the physical requirements to be a Park Police Officer (per job description)	<input type="checkbox"/>	<input type="checkbox"/>
Other		
Officer was told of any/all restrictions in duties to which the officer must abide.	<input type="checkbox"/>	<input type="checkbox"/>
Officer should be seen again to evaluate improvement in medical condition(s) in _____ weeks or _____ months	<input type="checkbox"/>	<input type="checkbox"/>

Officers are eligible for prostate blood analysis and mammograms at no cost.

The following are explanations of restrictions and recommendations for meeting requirements to assist this officer to qualify for unrestricted full duty.

Physician Signature: _____ Date: ____ / ____ / ____
 Physician Name: _____ (please print)

The physician will let the officer know at the time of the physical if s/he has passed or not. The physician will also issue a verbal disclaimer that unless lab tests are extremely abnormal, the officer is cleared for full duty. Otherwise, s/he would be contacted if lab abnormalities were detected to impact current status.

<p>I have had all of the required tests conducted for my physical examination.</p> <p>Officer's Signature: _____ Date: ____ / ____ / ____</p> <p>Employee ID Number (Not Badge Number) _____</p>
--

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING
COMMISSION PARK POLICE

PERIODIC EXAM MEDICAL HISTORY FORM

LAST NAME FIRST NAME MIDDLE NAME DATE

POSITION TITLE:

DEPARTMENT:

SUPERVISOR'S NAME & PHONE:

Name, Address and Phone Number of Personal Health Care Provider:

- _____
 Yes Have you seen any Physician or other Health Care provider for evaluation or treatment since your last annual exam? Health Care Provider includes but is not limited to physical therapist, occupational therapist, acupuncturist, mental health provider, chiropractor, etc.
 No
If yes, please complete the following. Use additional sheet if needed:

Dates Name and Address of Health Care Provider Reason for Visit

- _____
 Yes Have you missed more than 3 consecutive days of work due to illness or injury since your last annual exam? **If yes, complete the following:**
 No

Dates Number of Days Missed

- _____
 Yes Are you currently on restricted duty? **If yes, please state type of** restrictions, reason, and earliest date your Health Care Provider has advised you may be able to return to full, unrestricted duty:
 No

- _____
 Yes Have you had any injuries in the last 12 months? **If yes, please give details,** including nature of injury, date of injury, and name and address of the Health Care Provider treating you.
 No

Nature of injury: _____

Date of Injury: _____

Name and address of Health Care Provider: _____

Yes

Are you currently on any prescribed or over the counter medications or special diets?
If yes, complete the following:

No

Name of Medication and/or Diet and Purpose:

Name and Address of prescribing physician/nurse practitioner:

Yes

Do you have any additional information regarding your health which you wish to make a part of your permanent health record? **If yes, give details below:**

No

Yes

Are you currently in good health to the best of your knowledge and belief? Make any comments below:

No

I certify that I have reviewed the foregoing information supplied by me and that it is true and complete to the best of my knowledge. I agree to sign all appropriate "Release of Information Forms" to allow the release of all necessary medical information to be used by the medical examiner to evaluate my fitness for duty.

Signature _____ Date _____

Employee Commission ID# (Not Badge Number) _____

M-NCPPC – FOP 30

TA Sign Off

December 19, 2022

- 1. Management accepts the FOP's proposals Overtime Pay (Section 5.2(E)) as set forth below:**

E.2 – Overtime Pay

(E) If an officer arrives to work on a Commission-sponsored overtime assignment that has been cancelled, without the Commission having provided the officer with two (2) hours prior notice of the cancellation, the officer shall be paid for three (3) hours at one and one-half times the officer's regular rate of pay. Notice of cancellation shall occur via email, text, or through posting on a scheduling system accessible to officers that also pushes out a notification to officers via email or text.

- 2. The FOP agrees to the following:**

- a. The FOP agrees to Management's proposal to remove Section 14.12 from the CBA, pursuant to the side-letter provision described in Paragraph 3, below.
- b. The FOP agrees to withdraw its proposal on Acting Pay (Section 5.10(B)).
- c. The FOP agrees to withdraw its proposal on Work Schedules (Section 14.1).

- 3. The parties agree to sign a side letter agreement including the following:**

If a court or administrative agency in either Prince George's County or Montgomery County, or a Maryland appellate court, reaches a final decision holding that, or the statute is amended to provide that, the changes to Maryland State law regarding police accountability and/or transparency do not invalidate all or any part of Section 14.12 of the prior Collective Bargaining Agreement, then the parties agree to insert a new Section 14.12 as follows:

All counselings or "new directionals" issued to an officer for a Technical Infraction, as established in the Maryland Police Accountability Act, will be removed from the officer's personnel file, upon request by the officer, twenty-four (24) months after the counseling was issued. This shall include any electronically formatted forms, documents, reference notes, etc., in the officer's personnel file and the Internal Affairs file. Any such documents located elsewhere cannot be used after the three (3) year period. The parties understand and agree that the provisions of this Section shall not apply to information

regarding use of force, false statements criminal misconduct, or other non-Technical
Infractions, as outlined in the Maryland Police Accountability Act.

William J. Smith
For M-NCPPC

12-19-22
Date

SM
For FOP

12/19/22
Date

M-NCPPC-FOP 30 - Tentative Agreement
Economic Proposals
January 31, 2023
1:00 p.m.

1. Section 5.1—Wages.

For FY 2024:

- Officers shall receive a regular Merit/Step increase.
- Officers shall receive the current ASIs if they would otherwise become eligible for an ASI during the fiscal year.
- Effective the pay period beginning January 7, 2024, all officers covered by this Agreement shall receive an across-the-board increase of five and one half percent (5.5 %).
- Effective the pay period beginning January 7, 2024, begin ASI II on the first anniversary date on which the officer has completed eighteen (18) years of service.
- Introduce ASI III: Effective the pay period beginning January 7, 2024, officers covered by this Agreement shall receive a 3.5% increase on the first anniversary date on which the officer has completed twenty-one (21) years of service.

For FY 2025 and FY 2026:

The parties shall participate in reopeners for the second and third year of the contract (Fiscal Year 2025 and Fiscal Year 2026). During these reopeners, either party shall be able to present proposals relating to Section 5.1. Negotiations for each reopener shall begin on January 1 of the prior fiscal year. Absent mutual agreement between the parties, negotiations shall be completed by March 15 of the prior fiscal year.

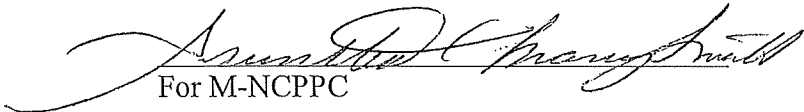
2. Management will agree to the FOP proposal Section 8.1(N) (Sick Leave Conversion) as modified below:

(N) Credibility for Accumulated Sick Leave for Officers Qualifying for Normal retirement by Age and Service: Effective January 1, 2024, Plans C&D shall be amended to introduce the following changes to the sick leave conversion provisions: Officers (i) who qualify for an unreduced retirement benefit through a combination of age and service pursuant to Plan provisions C-1.6(a) or D-1.6(a); (ii) who have completed at least 13 years of service with the Park Police; and (iii) who have reached a minimum age of 56, shall be entitled to convert accumulated sick leave to credited service at the 1,056 hours-per-year rate, as set forth in Article 8.1(F), whether or not those officers have completed 25 years of service with the Park Police as

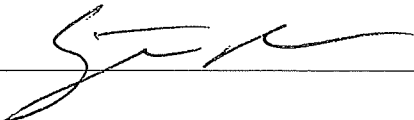
set forth in that Section. To clarify, qualification for this conversion is conditional upon the Officer meeting all three (i, ii, and iii) of the above conditions.

3. Modify Section 13.1(R) as follows:

- (1) In making the selection of sergeants from the eligibility list, Management shall apply the rule of one. Notwithstanding the previous sentence, in making the selection of sergeants from the eligibility list, the Division Chief making the promotion shall be permitted to not promote any officer on the eligibility list to sergeant if the officer has received (i) a sustained Category C violation involving unauthorized/careless use/handling/display of a weapon or any two (2) other sustained Category C violations stemming from two (2) or more separate incidents in the one (1) year period prior to the promotion date; (ii) a sustained Category D Violation in the two (2) years prior to the promotion date, or (iii) a sustained Category E Violation in the three (3) years prior to the promotion date, as defined by the Statewide Police Disciplinary Matrix. Management's determination to not promote an officer pursuant to this Section shall be grievable, but the decision shall only be reversed if the decision to pass over the officer is proven to have been arbitrary and capricious.
- (2) In making the selection of lieutenants from the eligibility list, Management shall be permitted to apply the rule of five.


For M-NCPPC

31 January 2023
Date


For FOP

1/31/23
Date

Exhibit B

The Maryland-National Capital Park and Planning Commission
 FOP Park Police
 Effective 1/7/24 - Across the Board Increase (COLA) of 5.5%, Change to ASI 2, and New ASI 3

Rank	1 A	2 B	3 C	4 D	5 E	6 F	7 G	8 H	9 I	10 J	11 K	12 L	13 M	14 N	15 O	16 P	17 Q
P02 (annual) (hourly)		\$61,110 \$29.3798	\$63,254 \$30.4106	\$65,469 \$31.4755	\$67,762 \$32.5779	\$70,127 \$33.7149	\$72,586 \$34.8971	\$75,124 \$36.1173	\$77,755 \$37.3822	\$80,472 \$38.6885	\$83,295 \$40.0457	\$86,212 \$41.4481	\$89,222 \$42.8952	\$92,346 \$44.3971	\$95,579 \$45.9514	\$98,924 \$47.5596	
P03 (annual) (hourly)	\$61,086 \$29.3683	\$64,168 \$30.8500	\$66,418 \$31.9317	\$68,750 \$33.0529	\$71,147 \$34.2053	\$73,628 \$35.3981	\$76,214 \$36.6413	\$78,879 \$37.9226	\$81,646 \$39.2529	\$84,500 \$40.6250	\$87,458 \$42.0471	\$90,524 \$43.5212	\$93,693 \$45.0447	\$96,966 \$46.6183	\$100,359 \$48.2495	\$103,872 \$49.9385	
P04 (annual) (hourly)	\$64,139 \$30.8361	\$67,374 \$32.3913	\$69,740 \$33.5288	\$72,179 \$34.7014	\$74,702 \$35.9144	\$77,319 \$37.1726	\$80,022 \$38.4721	\$82,822 \$39.8183	\$85,725 \$41.2139	\$88,720 \$42.6538	\$91,830 \$44.1490	\$95,045 \$45.6947	\$98,368 \$47.2923	\$101,815 \$48.9495	\$105,382 \$50.6644	\$109,070 \$52.4375	
P05 (annual) (hourly)	\$70,712 \$33.9962	\$74,288 \$35.7154	\$76,884 \$36.9635	\$79,577 \$38.2582	\$82,358 \$39.5952	\$85,243 \$40.9822	\$88,226 \$42.4163	\$91,318 \$43.9029	\$94,515 \$45.4399	\$97,819 \$47.0284	\$101,246 \$48.6760	\$104,794 \$50.3817	\$108,453 \$52.1409	\$112,250 \$53.9663	\$116,174 \$55.8529	\$120,240 \$57.8077	\$124,448 \$59.8308
Rank	ASI 1 (3.5%)	ASI 2 (3.5%)	ASI 3 (3.5%)														
P02 (annual) (hourly)	\$102,386 \$49.2240	\$105,970 \$50.9471	\$ 109,679 \$ 52.7303														
P03 (annual) (hourly)	\$107,508 \$51.6865	\$111,271 \$53.4957	\$ 115,165 \$ 55.3680														
P04 (annual) (hourly)	\$112,887 \$54.2726	\$116,838 \$56.1721	\$ 120,927 \$ 58.1381														
P05 (annual) (hourly)	\$128,804 \$61.9250	\$133,312 \$64.0923	\$ 137,978 \$ 66.3355														

ASI 1 Applies to all officers on the first anniversary date on which the officer has completed 16 years.
 ASI 2 Applies to all officers on the first anniversary date on which the officer has completed 18 years. (changed from 19 years)
 ASI 3 Applies to all officers on the first anniversary date on which the officer has completed 21 years. (new)