



**THIS DOCUMENT
REPRESENTS THE COMPANY'S
FINAL AND COMPLETE OFFER**

March 26 & 27, 2024

Discussions between UFCW Local 400 and The City of Takoma Park Police have recently concluded. This analysis was printed and assembled as accurately as possible for review at your meeting. It is as complete as we could make it. Kindly forgive any omissions or typing errors.

All current articles, paragraphs and side letters that do not appear as changed in this proposal remain as they are in the current agreement. We have only addressed areas of change in this document.

The contract meetings will take place at the dates, times and location listed below. Voting will be held after the meetings and all ballots will be counted on Wednesday, March 27, 2024 after the meeting. Please attend **one** of these important meetings.

DATES: Tuesday, March 26, 2024 **or** Wednesday, March 27, 2024
TIME: 7:00 p.m.
PLACE: Heffner Park Community Center, 42 Oswego Ave., Takoma Park, MD 20912

RULES FOR THE CONDUCT OF THIS SPECIAL MEETING

1. Only matters **directly bearing on the proposed contract** may be discussed.
2. No member shall speak more than once on any subject until all members wishing to be heard have the opportunity to speak.
3. So that all views may be presented, members must limit their remarks on any subject to **one minute**.
4. **This offer is a complete package. It must be accepted or rejected in its entirety.**
5. **Video, audio or any media recording of this meeting is strictly prohibited.**

Following are the significant changes to the contract. For stylistic reasons, or clarity, the language as approved may be altered slightly in its final form.



**PROPOSED CHANGES IN THE
AGREEMENT BETWEEN
UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 400
AND
TAKOMA PARK POLICE DEPARTMENT**

The July 1, 2023 through June 30, 2026 Agreement with the following changes:

1. ARTICLE 5 - GRIEVANCES AND ARBITRATION

Change to read:

5.4(b) Pursuant to Section 5.4(a), in the event that an Officer wishes to file a grievance regarding any management disciplinary action which is within the jurisdiction of the Maryland Police Accountability Act (“MPAA”) ~~Law Enforcement Officer’s Bill of Rights~~ (Maryland Code Ann, Public Safety, § 3-101, *et seq.*), such officer shall have previously waived his rights to a hearing board pursuant to the MPAA ~~LEOBR~~. However, the Officer shall not be required to waive any other rights afforded to him pursuant to the MPAA ~~LEOBR~~. **Personnel actions that are not governed by the MPAA will be processed according to the terms of this Agreement.**

(c) In the event that an Officer has elected to have a disciplinary matter determined by a hearing board convened pursuant to the MPAA ~~LEOBR~~, he or she shall not be able to take issue with the determination of guilt or the resulting imposition of punishment, through utilization of the grievance procedure set forth in this Agreement.

2. ARTICLE 7 - NO DISCRIMINATION

Change to read:

The Employer and the Union shall apply the provisions of this Agreement to all Officers without discrimination because of age (in accord with applicable law), sex, race, color, religion, sexual orientation, gender identity, ancestry, national origin, marital status, political affiliation, Union affiliation, ~~or~~ disability, or genetic information.

3. ARTICLE 13 - SENIORITY

Change to read:

13.6 TRANSFERS: The Union recognizes the Employer’s right to determine staffing levels and transfer policies in accordance with General Order 412 of the Police Department Manual. Transfers shall be made for fair and equitable reasons.

Officers desiring to transfer to another duty assignment shall submit an application in writing to the Chief of Police. Transfers will be considered under the following conditions:

1. A voluntary request;
2. A lack of funding resulting from budgetary limitations or loss of Federal/state funds;

3. A change in approved work program(s)/plan or design;
4. An administrative reorganization;
5. A technological change or advancement that impacts on work force needs;
6. A change in an Officer's physical or mental condition;
7. The resolution of a grievance, **MPAA-governed matter** ~~LEOBR~~ or other problem affecting the operational efficiency of a unit or organization;
8. For training or development.

4. ARTICLE 15 - DISCIPLINE & NON-DISCIPLINARY PERSONNEL ACTIONS Change to read:

15.1 Discipline and Dismissal.

Any **formal written counseling, letter of reprimand, loss of leave, loss of pay, suspension, demotion**, dismissal, ~~demotion, reprimand, suspension~~ or other disciplinary action, against any Officer, **where such action is governed by the MPAA** shall be undertaken in strict conformity to the requirements of the Maryland Law Enforcement Officers Bill of Rights (Maryland Code Ann, Public Safety, § 3-101, *et seq.*) **shall be undertaken in compliance with that law.** If the **MPAA** ~~LEOBR~~ law is amended during the term of this Agreement to provide for procedures for the resolution of discipline through collective bargaining, the parties agree to proceed as stated beginning with Step 4 of Article 5 of this Agreement.

15.2 Non-Disciplinary Personnel Actions. Any non-disciplinary personnel actions, including, but not limited to, informal counseling (written or verbal), coaching, performance improvement plans, performance advisements, and informal counseling, shall be governed by this Agreement and applicable City and Departmental policies, rules, general orders, and/or regulations. Such actions shall be clearly identified as non-disciplinary. In addition, the Employer may implement measures including, but not limited to, referral to counseling, employee assistance program, and remedial training. When such actions are non-disciplinary, they shall be governed the same as other non-disciplinary personnel actions. Non-disciplinary personnel actions are appropriate for performance-related reasons, infractions of generally applicable City policies, rules and regulations, and other reasons not governed by the MPAA. If non-disciplinary personnel actions are used in subsequent discipline of an employee, including dismissal, Section 15.1 shall apply to that action consistent with the MPAA. The Employer may discharge Officers for non-disciplinary reasons, such as, but not limited to, inability to perform their job duties, obtain required licensures and/or certifications, and other reasons unrelated to police misconduct. Such discharges are subject to this Section 15.2.

15.3 Removal of Non-Disciplinary Personnel Actions. An Officer may request that non-disciplinary personnel actions (those not governed by the MPAA), after two-years from issuance, be removed from the Officer's personnel file. Unless a third party is involved, non-disciplinary personnel actions will be removed as requested by the Officer so long as the underlying issue did not involve an issue related to discrimination, harassment, safety and

health, or dishonesty; unless the underlying issue in the non-disciplinary personnel action is unresolved; and provided there has, in that two years, been no reoccurrence of a situation similar to that which gave rise to the non-disciplinary personnel action at issue.

~~(a) — Counseling forms shall be removed from the personnel files after two (2) years upon the Officer’s request.~~

~~(b) — Unless a third party is involved, negative or derogatory information, which is no more serious than an admonishment, shall be removed as requested by the Officer after three (3) years from the date of occurrence concerning reprimands, provided there has been, in that three (3) years, no reoccurrence of a situation significantly similar to that which give rise to the initial inclusion of such documents in the Officer’s personnel file. Additionally, after five (5) years from the date of occurrence concerning serious violations of Department policy provided there has been, in that five (5) years, no reoccurrence of a situation significantly similar to that which gave rise to the initial inclusion of such documents in the Officer’s personnel file.~~

5. ARTICLE 16 - HOLIDAYS AND PERSONAL DAYS

Change to read:

16.1 The following days shall be recognized and observed as paid holidays:

- | | |
|-------------------------------|--------------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Veteran’s Day |
| Thanksgiving Day | President’s Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | ½ Day Christmas Eve |
| <u>Juneteenth</u> | Christmas Day |

For Officers in the Administrative and Investigation Sections, whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday and whenever any of the above listed holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Changes in this paragraph may be approved by mutual agreement.

For Officers in the Administrative and Investigation Sections, premium overtime (triple pay) for any holiday work will only be paid on the dates listed in the chart below.

Officers assigned to the Operations Division will observe holidays on the dates listed in the following table:

Holiday	2023	2024	2025	2026
New Year’s Day	1/1/23	1/1/24	1/1/25	1/1/26
Martin Luther King Jr. Day	1/16/23	1/15/24	1/20/25	1/19/26
President’s Day	2/20/23	2/19/24	2/17/25	2/16/26
Memorial Day	5/29/23	5/27/24	5/26/25	5/25/26
<u>Juneteenth</u>	<u>6/19/23</u>	<u>6/19/24</u>	<u>6/19/25</u>	<u>6/19/26</u>
Independence Day	7/4/23	7/4/24	7/4/25	7/4/26
Labor Day	9/4/23	9/2/24	9/1/25	9/7/26
Veteran’s Day	11/11/23	11/11/24	11/11/25	11/11/26

Thanksgiving Day	11/23/23	11/28/24	11/27/25	11/26/26
Day After Thanksgiving	1/24/23	11/29/24	11/28/25	11/27/26
1/2 day Christmas Eve	12/24/23	12/24/24	12/24/25	12/24/26
Christmas	12/25/23	12/25/24	12/25/25	12/25/26

~~* Half of the hours worked on Christmas Eve Day are paid as holiday pay. Premium overtime pay will only be paid during the hours of 12 noon to 12 midnight on Christmas Eve.~~

6. ARTICLE 19 - FUNERAL LEAVE

Three (3) consecutive working days leave with pay will be granted upon request in the event of a death in an Officer's immediate family. Immediate family, for the purpose of Bereavement Leave, is defined as: father, mother, siblings, spouse, children, domestic partner, step family, father-in-law, mother-in-law, legal guardians, primary care giver (person who served in a role of parent or guardian without legal status), or other dependents, grandparents, grandchildren, aunts and uncles, and nieces and nephews. A qualifying event for bereavement leave includes miscarriage, still birth, pregnancy loss, and loss incurred due to fertility treatment. In addition to the three (3) consecutive working days of leave with pay, Officers will be afforded two (2) unpaid Bereavement Leave days to be taken consecutively with the three (3) days of paid Bereavement Leave. Officers may choose to use available paid leave during the two (2) unpaid Bereavement Leave days.

~~Permission for paid leave for a funeral or other condition caused by death in the immediate family for a maximum period of three (3) work days shall be granted. Immediate family is defined as mother, father, spouse, child, sister, brother, mother in-law, father in law, domestic partner, step parent, step mother in law, step father in law, step child, grandparent, grandchild, legal guardian or any other relative living with the Officer at the time of death.~~

7. ARTICLE 36 - PERSONNEL FILES

36.3 Inspections of personnel files shall be in accordance with the ~~MPAA LEOBR~~. Performance evaluations will be permanently maintained in the personnel file. Disciplinary actions **and non-disciplinary personnel actions** will be maintained in the personnel file subject to the time limits and conditions contained in Article 15, Discipline, at which time the Officer may request the action be removed from the personnel file. Whenever a supervisor documents a shortcoming, the affected Officer will be allowed to comment (in writing) on a counseling form, a copy of which will be supplied to the Officer. The counseling form will be maintained in the Officer's personnel file ~~for two years. After two years, the Officer may request the counseling form be removed.~~ Letters of reprimand or findings of guilt by a Trial Board will be maintained in the personnel file.

8. ARTICLE 40 - MULTILINGUAL PAY DIFFERENTIAL

Change to read:

40.1 Skill Levels:

Basic skill level	\$ 1.00 \$2.00
Advanced skill level	\$1.50 \$2.25

40.5 Compensation: Compensation is determined by the officer’s certified language skill level. Compensation is paid for all hours actually worked during the pay period. Officers certified at the basic skill level will receive ~~\$ 1.00~~ **\$2.00** per hour for all hours actually worked. Officers certified at the advance skill level will receive ~~\$1.50~~ **\$2.25** per hour for all hours actually worked. **The increase in the additional compensation pursuant to this Section will be effective upon ratification of this Agreement and will not be applied retroactively.**

9. ARTICLE 41 - TAKE HOME VEHICLES

Change to read:

The Employer will provide Take Home Vehicles for Officers who meet other criteria as outlined in General Order 426. Due to the current inventory of vehicles, this program will of necessity be phased in over some period of time. All Officers must successfully complete their probation period to be eligible for participation in the Take Home Vehicle Program. Officers who do not have take home vehicles and who have completed probation will receive an annual vehicle allowance of \$3,000, paid not later than the second pay period of August of each year. **A copy of General Order 426 is included as an attachment to this Agreement. The inclusion of GO 426 as an addendum to this Agreement does not preclude the City from modifying General Orders so long as such modifications are not inconsistent with this Agreement.**

10. ARTICLE 43 - FIELD TRAINING OFFICERS

Change to read:

43.1 Field Training Officers. After July 1, ~~2020~~ **2023**, an Officer serving as a Field Training Officer (FTO) will receive an additional ~~\$3.00~~ **\$4.00** per hour for each hour worked as an FTO. **The increase in the additional compensation pursuant to this Section will be effective upon ratification of this Agreement and will not be applied retroactively.**

11. ARTICLE 44 - WAGES

Change to read:

44.1 ~~During fiscal year 2021, wage adjustments shall be as follows:~~

- ~~(a) — Effective July 1, 2020, each Officer’s salary shall be adjusted by 1.5% on the fiscal year 2020 salary scale.~~
- ~~(b) — An Officer who is rated “Meets Requirements” will not receive a one step increase on the salary scale on his or her anniversary date of employment;~~

- (c) ~~An Officer who is rated "Distinguished" will not receive a two step increase on the salary scale on his or her anniversary date of employment;~~
- (d) ~~An Officer who is rated "Below Requirements" will receive no adjustment.~~

FY 24: Effective July 1, 2023, the salary scale shall be adjusted to the scale contained in Exhibit A. Officers will be placed on the new FY 24 salary scale at the step that is closest to each officer's current step placement without a reduction in pay. Officers will then receive a one-step (3.0%) increase retroactive to July 1, 2023. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2024.

Explanatory Note: On the new scale, the first step in the Private grade is increased by 2% from the FY 23 scale. The steps are 3% per step. Under the new scale, there are fewer steps with the concept being that officers can reach Step P at the beginning of their 17th year of service and Step Q at the beginning of their 20th year of service. In addition, there is a 6% difference between the grades of Private and Private First Class, and an 8% difference between the grades of Private First Class and Corporal.

FY 25: The wage scale grid will be adjusted by 1.5%. All employees will receive a one-step increase (3.0%) effective July 1, 2024. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2025.

FY 26: The wage scale grid will not be adjusted. All employees will receive a one-step increase (3.0%) effective July 1, 2025. There will be no wage adjustments or increases based on evaluations for Fiscal Year 2026.

44.2

This Agreement is dependent upon receipt by the Employer of the revenues projected by the Employer as necessary to implement the Agreement. Should revenues fall below the levels needed to implement this Agreement, the Employer shall notify the Union in writing of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of the Employer, made necessary by the shortfall. Thereafter, the Employer and the Union shall promptly meet and bargain in good faith in an attempt to reach an agreement which can be implemented within the revenues received by the Employer.

44.3 Advance in a Grade

Explanatory Note: The revisions here remove the numerical grades with grades now referring to the job classification. The updated scale reflects the modified scale, with increases, including to the Corporal (based on prior Grade 120 instead of 119).

All Officers regardless of their date of hire will advance in a grade as described below. **Grades shall be: Recruit, Private, Private First Class, and Corporal.**

~~(a) Recruit (Grade 117) to Private (Grade 117) Upon graduation from a Police Academy;~~

Recruits will be paid at the Private grade while in a Police Academy and will remain at the Private grade upon graduation from a Police Academy;

(b) Private ~~(Grade 117)~~ to Private First Class ~~(Grade 118)~~ - Upon satisfactory completion of eighteen (18) months ~~in Grade 117~~ **in Grade - Private**, or, upon satisfactory completion of twelve (12) months if a lateral hire;

(c) Private First Class ~~(Grade 118)~~ to Corporal ~~(Grade 119-120)~~ - Upon completion of twenty-four (24) months in Grade ~~118~~ **- Private First Class 118**, maintaining satisfactory evaluations, satisfactory completion of testing, and providing a vacancy for Corporal exists.

44.4 **Except for promotions from Recruit/Cadet to Private, u** Upon being promoted, an Officer will be placed in the next highest wage step of the new grade not less than 6% higher than the Officer's current salary.

44.5 Regardless of an Officer's promotion date, all Officers will receive wage increases in accordance with 44.1 ~~and 44.2~~ above.

12. ARTICLE 45 - WAGE REOPENER

Delete Article:

~~The Union and the Employer agree that either party may reopen the Agreement by providing notice of the intent to do so by October 1 of each year for negotiation of Wages under Article 44 for the following fiscal year.~~

13. ARTICLE 46 - DURATION

3-year CBA

July 1, 2023 – June 30, 2026

No reopeners

HEALTH AND WELFARE BENEFITS

NEW SIDE LETTER

In the spirit of cooperation, and recognizing the mutual desire of the parties to come to agreement on the terms wages for officers provided under the Collective Bargaining Agreement for Fiscal Years 2024, 2025 and 2026, the parties agree as follows:

During the period in which this Agreement is in effect, the City will explore the issues surrounding the viability of the creation of a retiree medical plan.

The Union will be provided an opportunity to meet and confer about this issue, and if the parties reach agreement on the terms and conditions of a retiree medical plan, the parties agree to memorialize those terms in a side letter to be incorporated into the CBA during the next collective bargaining negotiations.

City Proposed Wage Scale - FY24-26

Steps are 3%

Grades are 6%(Private to PFC) and 8%(PFC to Corporal)

Step P is given to the officer at the beginning of their 17th year of service

Step Q is given to the officer at the beginning of their 20th year of service

City Proposal - FY24

	Step A	Step B1	Step C2	Step D3	Step E4	Step F5	Step G6	Step H7	Step I8	Step J9	Step K10	Step L11	Step M12	Step N13	Step O14	Step P15	Step Q16
Local 400																	
Private (former grade 117)	64,128.84	66,052.71	68,034.29	70,075.31	72,177.57	74,342.90	76,573.19	78,870.38	81,236.50	83,673.59	86,183.80	88,769.31	91,432.39	94,175.36	97,000.62	99,910.64	102,907.96
Private First Class (former grade 118)	67,976.57	70,015.87	72,116.34	74,279.83	76,508.23	78,803.48	81,167.58	83,602.61	86,110.69	88,694.01	91,354.83	94,095.47	96,918.34	99,825.89	102,820.66	105,905.28	109,082.44
Corporal (former grade 120)	73,414.70	75,617.14	77,885.65	80,222.22	82,628.89	85,107.75	87,660.99	90,290.82	92,999.54	95,789.53	98,663.21	101,623.11	104,671.80	107,811.96	111,046.31	114,377.70	117,809.04

City Proposal - FY25

1.5% Scale Increase

	Step A	Step B1	Step C2	Step D3	Step E4	Step F5	Step G6	Step H7	Step I8	Step J9	Step K10	Step L11	Step M12	Step N13	Step O14	Step P15	Step Q16
Local 400																	
Private	65,090.77	67,043.50	69,054.80	71,126.44	73,260.24	75,458.05	77,721.79	80,053.44	82,455.04	84,928.69	87,476.56	90,100.85	92,803.88	95,587.99	98,455.63	101,409.30	104,451.58
Private First Class	68,996.22	71,066.11	73,198.09	75,394.03	77,655.85	79,985.53	82,385.09	84,856.65	87,402.35	90,024.42	92,725.15	95,506.90	98,372.11	101,323.27	104,362.97	107,493.86	110,718.68
Corporal	74,515.92	76,751.39	79,053.94	81,425.55	83,868.32	86,384.37	88,975.90	91,645.18	94,394.53	97,226.37	100,143.16	103,147.46	106,241.88	109,429.14	112,712.01	116,093.37	119,576.17

City Proposal - FY26

	Step A	Step B1	Step C2	Step D3	Step E4	Step F5	Step G6	Step H7	Step I8	Step J9	Step K10	Step L11	Step M12	Step N13	Step O14	Step P15	Step Q16
Local 400																	
Private	65,090.77	67,043.50	69,054.80	71,126.44	73,260.24	75,458.05	77,721.79	80,053.44	82,455.04	84,928.69	87,476.56	90,100.85	92,803.88	95,587.99	98,455.63	101,409.30	104,451.58
Private First Class	68,996.22	71,066.11	73,198.09	75,394.03	77,655.85	79,985.53	82,385.09	84,856.65	87,402.35	90,024.42	92,725.15	95,506.90	98,372.11	101,323.27	104,362.97	107,493.86	110,718.68
Corporal	74,515.92	76,751.39	79,053.94	81,425.55	83,868.32	86,384.37	88,975.90	91,645.18	94,394.53	97,226.37	100,143.16	103,147.46	106,241.88	109,429.14	112,712.01	116,093.37	119,576.17



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