

April 13, 2010  
Work Session  
Mayor and Council  
Town of Ocean City

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In attendance, Mayor Rick Meehan, Council President Joe Mitrecic, Council Secretary Lloyd Martin, Council Members Jim Hall, Margaret Pillas, Mary Knight, Doug Cymek and Joe Hall, City Manager Dennis Dare, City Solicitor Guy Ayres, Assistant to City Manager Kathy Mathias, Finance Administrator Martha Lucey, Public Works Director Hal Adkins, City Engineer Terry McGean, Ocean City Police Lieutenant Greg Guiton, Deputy City Clerk Kelly Allmond, Members of the Press and Interested Parties.

Council President Joe Mitrecic called this work session to order at 11:05 a.m.; then, **Council Member Mary Knight moved to convene into closed session to: (1) consult with counsel to obtain legal advice; (2) conduct collective bargaining negotiations or consider matters that relate to the negotiations; (3) discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal if public discussion or disclosure adversely impacts the public body's ability to competitively bid or make proposals; (4) discuss the appointment, employment, assignment, removal or resignation of appointees, employees or officials over whom it has jurisdiction, or, any other personnel matter that affects one or more specific individuals; seconded by Council Member Joe Hall. The vote was unanimous.**

1. Council President Joe Mitrecic re-convened the open meeting at 1:28 p.m. and reported that legal, contractual and personnel matters were discussed in the closed session. Persons present were: Mayor Rick Meehan, Council President Joe Mitrecic, Council Secretary Lloyd Martin, Council Members Jim Hall, Margaret Pillas, Mary Knight, Doug Cymek and Joe Hall, City Manager Dennis Dare, City Solicitor Guy Ayres, Assistant to City Manager Kathy Mathias, Finance Administrator Martha Lucey, Steve Silvestri of Miles and Stockbridge, Public Works Director Hal Adkins, Public Works Deputy Director Dick Malone, City Engineer Terry McGean, Public Relations Director Donna Abbott. **Council Member Doug Cymek moved to grant an extension to University Taxi until Friday, April 16, 2010 to finalize their vehicle inspections; and, to surrender one medallion for which the owner has no vehicle; seconded by Council Member Jim Hall. The vote was unanimous.**

**Council Secretary Lloyd Martin moved to close the closed meeting; seconded by Council Member Mary Knight. The vote was unanimous.**

2. Mayor Meehan gave the Oath of Office to Election Board Members Amy Rothermel, Barbara Schmitt, Vicki Barrett and Debbie Cook.
3. In accordance with the Town's Employee Introduction Program, Solid Waste Manager Woodrow Shockley introduced Solid Waste Employees Kenneth Baine and Israel Green.
4. Bid Opening:  
**Fire Headquarters Bunk Room**  
(Budget Allocation = \$106,800.00 \*Bid Bond Required)

Bidder	Total Bid
Joseph T. Dashiell, Berlin, Maryland	\$135,366.00
Brooks Creek, Inc., Cambridge, Maryland	\$168,000.00
ATEC Industries, Elkridge, Maryland	\$209,000.00
Willow Construction, Easton, Maryland	\$154,400.00
Miken Builders, Millville, Delaware	\$130,475.00
Gillis Gilkerson, Salisbury, Maryland	\$137,000.00

**Council Member Doug Cymek moved to accept the apparent lowest bid from Miken Builders with remand to Staff for review; seconded by Council Member Jim Hall. The vote was unanimous.**

5. Labor Negotiator Steve Silvestri of Miles and Stockbridge reported on the 2<sup>nd</sup> Collective Bargaining Agreement, effective July 1, 2010 through June 30, 2013, between the Town of Ocean City and Career Firefighter, Paramedics Association, International Association of Firefighters, Local 4269, AFL-CIO (see Attachment A). **Council Member Doug Cymek moved to endorse the IAFF Collective Bargaining Agreement; seconded by Council Member Mary Knight. The vote was 5-2 with Council Members Jim Hall and Margaret Pillas opposed.** IAFF Members Thomas F. Kane, Michael Maykrantz, K. Michael Ellingsworth, Rancel C. Evans, Clifford A. Christello, Jr., Robert E. Magee, Douglas W. Scott, Chris Shaffer and Rex Foxwell were present to sign the Agreement.
  
6. Bryan Lilley of OC Air Show, LLC, accompanied by Special Events Director John Sullivan, presented the 2010 Air Show line-up. He advised that Jeep expressed interest in sponsorship, however they require 90,000 square feet of exhibit space on the beach. Director Sullivan expressed concern about the Town's ability to staff the event. **Council Member Jim Hall moved to deny the proposed Jeep Tour application and ask Bryan Lilley to negotiate a modified agreement with a different venue; seconded by Council Member Mary Knight. The vote was unanimous.**

Also, he requested permission to erect a 60'x18'x40' VIP tent on 16<sup>th</sup> Street. **Council Member Mary Knight moved to approve; seconded by Council Secretary Lloyd Martin. The vote was unanimous.**

7. State Highway Administration District Engineer Donnie Drewer, accompanied by Traffic Engineer Wayne Snowden, presented the 2010 Spring Project Update. Mr. Drewer advised that the SHA is working against an \$80 million dollar deficit (primarily due to snow removal). He advised that State Highway projects will be limited to safety-related issues for the next two months.

[In a Memorandum to City Manager Dare, Public Works Director Hal Adkins and City Engineer Terry McGean requested a status on the items shown below. **Mr. Drewer's responses are in bold.**]

- (1) The request for MDOT to meet and review additional information pertaining to the replacement of the Route 50 Bridge. **Mr. Drewer advised that planners met with the Worcester County Commissioners on Tuesday, April 6, 2010, and are scheduled to meet with the Mayor and Council in late April or early May. In June, he said, the same presentation will be made to the public.**
  
- (2) Roadway conditions on Philadelphia Avenue, southbound from North 1<sup>st</sup> Street to North Division Street. Both lanes are in a state of failure and need repair/replacement. **Mr. Drewer advised that the roads will be fixed as soon as funding becomes available.**
  
- (3) Repair Issues:
  - catch basin frame repairs in the general areas of North 1<sup>st</sup> to 6<sup>th</sup> Street along Baltimore Avenue; and, catch basin frame repairs on 13<sup>th</sup> and Philadelphia Avenue, N.E. Corner **Mr. Drewer said he and his Staff were unaware of the issues. He advised that he will research the matter and address when funding becomes available.**
  - 9<sup>th</sup> and Philadelphia Avenue pothole issue (dependent on status on milling/paving project). **Mr. Drewer advised that the pothole will be fixed by the end of the week.**
  
- (4) On December 21, 2009, Councilwoman Pillas requested that the SHA review the signal operation at 1<sup>st</sup> and Philadelphia Avenue. **Mr. Drewer explained that the signal requires a total rebuild, and hopes to have it fixed within the next two years.**
  
- (5) Was there ever any resolution to concerns over the re-lamping of the traffic signals with LED lighting as it pertained to low heat and signal coverage by snow? **Mr. Drewer advised that this is a nationwide problem which is being researched by the Office of Traffic & Safety.**

SHA CONTINUES...

- (6) Status of the sidewalk improvement project: **Mr. Drewer advised that the SHA is working to make all sidewalks 5 feet wide and A.D.A compatible. He advised that, from 141<sup>st</sup> Street to the Delaware line and 30<sup>th</sup> Street to 52<sup>nd</sup> Street are complete; and, 62<sup>nd</sup> to 72<sup>nd</sup> Street sidewalk improvements are underway.**
- (7) Status of signal relocations: **Mr. Drewer advised that the 139<sup>th</sup> Street signal rebuild is underway and will be complete in approximately one month; and, the 81<sup>st</sup> Street signal is scheduled. In the Fall, the 56<sup>th</sup> and 133<sup>rd</sup> Street signals are scheduled. He said that, budget permitting, 142<sup>nd</sup>, 77<sup>th</sup>, 85<sup>th</sup>, 30<sup>th</sup>, 136<sup>th</sup> and 1<sup>st</sup> Street Signals will be completed by 2011.**
- (8) Status of Philadelphia Avenue re-surfacing project: **Mr. Drewer, said the concrete work will start in April, but the pavement work will commence after Labor Day 2010.**
- (9) Status of missing handicap beach crossover directional signs . **Mr. Drewer asked City Engineer McGean to submit a list of missing signs to Traffic Engineer Wayne Snowden who will work on having them replaced.**

Council Member Jim Hall asked Mr. Drewer to give consideration to raising the Route 50 drawbridge on the hour, and, to ask the drawbridge operator to monitor for boats that can fit under the bridge if they drop their antenna. **Mr. Drewer asked for a letter stating the Council's requests to present in his meeting with the US Coast Guard. Council Member Jim Hall moved to ask Mayor Meehan to draft a letter to the US Coast Guard supporting State Highway's plan for weekend drawbridge activation; seconded by Council Member Margaret Pillas. The vote was unanimous.**

Council Member Jim Hall asked Mr. Drewer if work can be done to beautify the Route 50 Bridge. **Mr. Drewer advised that he will look into it.** Also, he asked if the drawbridge operator can control the traffic signals at Route 50 and Philadelphia Avenue and Route 50 at Baltimore Avenue to flush the traffic. **Mr. Drewer advised that he will research and report on this request.** Lastly, Mayor Meehan requested a seasoned drawbridge operator.

8. Ocean City Development Corporation Director Glenn Irwin presented the 2010 Somerset Plaza Leases (see Attachment B). **Council Member Joe Hall moved to approve all the Somerset Plaza right of way leases including mobility scooters rentals which should be available at any time of the day; seconded by Council Member Mary Knight. The vote was unanimous.**
9. Public Works Director Hal Adkins, accompanied by Public Works Deputy Director Dick Malone, proposed to eliminate the Recycling Program, which will save the Town \$1 million dollars annually. He explained that recycling is no longer economically sustainable as evidenced by a cost comparison for solid waste disposal at \$162.00 per ton, against processing recyclables for \$394.00 per ton. All waste will be transported to Covanta Energy where it will be reduced and converted into electricity.
10. Director Adkins advised that on or about April 26, 2010 the following will take place:
  - Any blue bins left curbside will be collected. Residents desiring to continue recycling must curb their recyclables in a cardboard box; then, in the future, find a Worcester County Disposal sight (i.e. the West Ocean City Walmart parking lot).
  - City-owned barrels, used by Bars & Restaurants to collect glass, will be removed.
  - Condominium and town home collections will be discontinued.

- **Front-end slotted containers for cardboard will remain in service, so the disposal of cardboard remains mandatory.**
- The drop-off centers (on Worcester, 39<sup>th</sup>, 66<sup>th</sup>, 94<sup>th</sup> and 130<sup>th</sup> Streets) will be removed; however, the oil and antifreeze dumping site on 66<sup>th</sup> Street will remain.

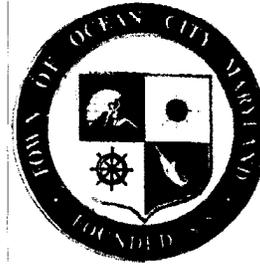
**Council Member Jim Hall moved to accept this recommendation to eliminate the recycling program; seconded by Council Secretary Lloyd Martin. The vote was unanimous.**

11. Finance Administrator Martha Lucey presented the Comprehensive Cost of Service Study for the determination of 2011 water and wastewater rates (see Attachment C). **Council Member Mary Knight moved to accept Finance Administrator Martha Lucey's recommendation and ask City Solicitor Ayres to prepare a resolution for the next regular session; seconded by Council Secretary Lloyd Martin. The vote was 6-1 with Council Member Joe Hall opposed.**
12. City Engineer Terry McGean made a recommendation to adopt Section 1.8 of the National Standard Plumbing Code as modified (see Attachment D) **Council Member Doug Cymek moved to adopt Section 1.8 of the National Standard Plumbing Code; seconded by Council Secretary Lloyd Martin. The vote was unanimous.**
13. Communications Division Supervisor Janet Guiton presented General Order 200 B-2, entitled *Off Duty Action*, and General Order 400 T-6, entitled *Traffic Offenses Drug and Alcohol Impairment*. **Council Member Jim Hall moved to approve General Orders 200 B-2 and 400 T-6; seconded by Council Member Doug Cymek. The vote was unanimous.** The Mayor concurred with the vote.
14. City Solicitor Ayres presented a draft Tow Contract Proposal for police-initiated tows. He recommended modifications to Section 4, entitled *Response Standards*, to include a fine if the response time exceeds 30 minutes, and, Section 15, entitled *Termination of Contract*, to state: "The violation of any provisions of this contract may result in termination or other actions deemed appropriate by the Mayor and City Council upon recommendation from the Police Commission." Assistant to City Manager Kathy Mathias advised the Town's current tow operation is at a \$153,000.00 deficit.  
  
Mark Anderson, Owner of the 52<sup>nd</sup> Street Exxon, John Derrickson, Owner of John's Auto Body in Berlin, Dennis Lewis, Joe Tingle and Amanda Cropper of Cropper's in Berlin were present for comment. Council Member Doug Cymek said that more discussion is needed with tow operators before moving forward.
15. Council Secretary Lloyd Martin reported on the Recreation and Parks Committee Meeting of March 30, 2010 (see Attachment E).
16. Council Member Mary Knight reported on the Tourism Commission Meeting of April 1, 2010 (see Attachment F).

**Deleted Item**

Public Works Director Hal Adkins, accompanied by Public Works Deputy Director Dick Malone, advised that approximately three years ago, the Town implemented condo-side recycling program which required owners to purchase either a 90 gallon bin at \$75.00 or a 100 gallon bin at \$300.00. Director Adkins asked the Council to consider reimbursing owners a prorated amount equaling the initial cost minus 20% per year of use. **Council Member Joe Hall moved to accept the recommendation if the bins are returned by June 1, 2010; seconded by Council Member Mary Knight. The vote was unanimous.**

**Council Member Mary Knight moved to adjourn at 5:07 p.m.; seconded by Council Secretary Lloyd Martin. The vote was unanimous.**



**Collective Bargaining Agreement  
Between the Town of Ocean City, Maryland  
And Career Firefighter, Paramedics Association of Ocean City,  
International Association of Firefighters, Local 4269, AFL-CIO**

**Effective July 1, 2010- June 30, 2013**

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## **AGREEMENT**

This Collective Bargaining Agreement (this "Agreement") is entered into this \_\_\_\_\_, by and between Mayor and City Council of Ocean City (the "Employer") and the Career Firefighters Paramedics Association of Ocean City, Inc., International Association of Fire Fighters, Local 4269, AFL-CIO ("the Union").

### **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive representative for all persons employed by the Career Fire/EMS Division ("Fire/EMS Division") or Office of the Fire Marshal ("OFM") who are classified as regular full time Firefighters/ Emergency Medical Technicians or Fire Marshals, who are below the rank of Captain in the Fire/EMS Division and below the rank of Assistant Chief Fire Marshal in the OFM (herein referred to collectively as "Employees"), but excluding all civil Fire/EMS or Fire Marshal Employees, and all casual, seasonal, part time, confidential and supervisory employees as defined by Chapter 42, Article IV, section 42-72 of the Ocean City Labor Code.

### **ARTICLE 2** **MANAGEMENT RIGHTS**

The Employer retains all of the rights provided to it under Article IV, Section 42-75 of the Labor Code for Ocean City, Maryland, and all rights and powers reserved to it under the Ocean City Code and Charter.

### **ARTICLE 3** **BARGAINING UNIT WORK**

- A. The Employer shall continue to issue and maintain job descriptions listing the duties for each position in the bargaining unit.
- B. Should the Employer withdraw or revise any job description, or issue a job description for a new position in the bargaining unit, it shall first notify the Union with written notice. Such written notice shall be addressed to the President of the Union within thirty (30) days before implementation by electronic mail. The Employer shall accommodate the Union's request to meet and confer within the thirty (30) day period.

**ARTICLE 4**  
**UNION SECURITY**

All Employees covered by this Agreement who (a) after September 21, 2006 are employed and elect not to join or remain members of the Union; or (b) prior to September 21, 2006 are employed and previously have executed membership or dues authorization cards as members of said Union, but thereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to the Union, during the period that said Union retains its certification, in an amount not to exceed seventy-five percent (75%), of the then current Union dues. Such service fee shall be in order to defray the costs incurred by the Union in negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of civil service rights; and in any and all other proceedings and matters for which the Union is the Employees' exclusive representative. The service fee provision as outlined herein shall apply if the Union demonstrates that ten percent (10%) or more of the total Employees eligible to be included within an appropriate unit decline to authorize dues deductions imposed by said Union. The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the collection and disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the Union.

**ARTICLE 5**  
**DUES and COPE CHECK-OFF**

- A. The Employer agrees to deduct Union dues and service fees, without cost to the Union, from the pay of any Employee whom the Union is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Ocean City Labor Code. The Employer shall deduct dues and service fees once every pay period from the pay of those Employees who authorize check off as provided under Article IV, Section 42-80 of the Labor Code.
  
- B. The Employer shall transmit all such monies withheld to the Union within fourteen (14) days of check off deduction electronically. The Employer agrees to supply the Union or its designee with a dues and service fee deduction computer printout on a quarterly basis electronically throughout the term of this Agreement. Said printout shall include each individual Employee's name, workplace, annual salary and the amount deducted per pay period.

- C. An Employee check off authorization shall be continued from year to year unless revoked in writing by the Employee, thirty (30) days prior to the anniversary date of the authorization.
- D. The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the Union.
- E. Pursuant to Article IV, Section 42-80(a) of the Labor Code, no other employee organization shall be entitled to check off dues and service fees from the Employees.
- F. The Employer shall also honor any voluntarily executed request from an Employee to contribute any lawful portion of the Employee's earnings to a Political Action Committee ("PAC") or COPE fund organized by the Union.

**ARTICLE 6**  
**NON-DISCRIMINATION**

The provisions of this agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined under the Americans with Disabilities Act (ADA), or sexual orientation.

**ARTICLE 7**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

- A. A grievance is defined as any dispute, difference or disagreement concerning:
  - 1. The application or interpretation of the terms of this Agreement; and/or,
  - 2. A claimed violation, misinterpretation or misapplication of the rules or regulations of the Mayor and City Council of Ocean City, MD, affecting the terms and conditions of employment.

B. All grievances shall be submitted and adjusted in the following manner:

**Step 1:**

An Employee, or group of Employees, or the Union may be the "aggrieved" and submit a grievance. The aggrieved will submit a grievance within fifteen (15) calendar days of the actions being grieved or within fifteen (15) calendar days of the Employee having reasonable knowledge of the actions. A grievance shall be submitted to the Deputy Chief Fire/EMS or

Deputy Chief Fire Marshal or their designee. The grievance shall advise of the substance of the grievance and identify the aggrieved on the approved grievance form. The Deputy Chief Fire/EMS or Deputy Chief Fire Marshal, or his designee, shall meet with the aggrieved and a designated Union Representative to discuss the grievance within seven (7) calendar days of receipt of the grievance and shall reply to the aggrieved, the Employee and to the Union, in writing, within seven (7) calendar days after the meeting.

Step 2:

If a grievance is not resolved at Step 1, or if a grievance affects the rights or interests of two or more Employees, or the Union, or it is the result of a unit-wide policy, the aggrieved may first submit the grievance at Step 2, and shall file the grievance with the Fire Chief, or his designee. Grievances advanced from Step 1 shall be submitted within seven (7) calendar days of receipt of the Step 1 decision. The aggrieved and a Union representative shall meet with the Fire Chief, or his designee, within seven (7) calendar days of the filing of the grievance at this step, to discuss its substance and possible resolutions. The Fire Chief, or his designee, shall give his decision in writing within seven (7) calendar days after the aforesaid meeting.

Step 3:

If the grievance is not resolved at Step 2, the aggrieved may present the grievance in writing to the City Manager or his designee within seven (7) calendar days of the receipt of the Step 2 decision. The City Manager or his designee shall meet with the aggrieved Employee and a Union representative within seven (7) calendar days of the receipt of the grievance and shall give his response in writing within seven (7) calendar days of the meeting.

Step 4:

- (a) If a grievance has not been satisfactorily resolved at Step 3, the Union may initiate binding arbitration by filing a demand for arbitration with the American Arbitration Association and giving written notice to the City Manager and the Labor Commissioner of the decision to arbitrate. The Union may advance an individual Employee's grievance to arbitration if in its discretion the Union finds arbitration to be appropriate, and the Employee (or Employees) affected shall be bound by the Union's decision whether or not to arbitrate. The demand for arbitration and notice to the City Manager for this Step 4 shall be made within thirty-(30) calendar days of the receipt of the Step 3 decision.
- (b) Within fourteen (14) calendar days after receipt of a panel of seven (7) names, all who are members of the National Academy of Arbitrators,

obtained from the American Arbitration Association, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.

- (c) Briefs following a hearing shall be filed only if the arbitrator determines they are necessary.
  - (d) The arbitrator's decision shall be final and binding on all parties, including all Employees affected.
  - (e) The Employer cannot present a grievance to the arbitration step.
  - (f) The Cost of the Arbitrator's fees and billed expenses shall be shared in proportion two thirds to the loser, one third to the winner, when the issue grieved is a contract interpretation dispute. The Arbitrator's fees and billed expenses shall be paid by the loser when the issue grieved is the discipline or termination of an Employee.
  - (g) Unless otherwise agreed to by the parties, the arbitration shall, preferably, be held within 3 months of the date of the filing of the grievance.
- C. The Union shall be notified about and shall act as the exclusive representative in all grievance matters, subject to the Employee rights that are reserved in Article IV, Section 42-74(c) of the Labor Code.
- D. All grievances in writing shall be filed on a form developed jointly by both parties, Appendix IV. The aggrieved shall retain a copy of the grievance form submitted.
- E. If the Employer fails to provide an answer to the grievance within the time limits so provided, the aggrieved or the Union may immediately appeal to the next step. Time limits may be waived by agreement.
- F. The Employee or Union failing to act upon a grievance within the time limits so provided forfeit their right to advance further in the grievance process. Time limits may be waived by agreement.
- G. Whenever a dispute or difference of opinion arises in the workplace, both the Employee and Employer are encouraged to make an effort to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication in an attempt to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances.

**ARTICLE 8**  
**UNION REPRESENTATIVES**

- A. The Union may appoint up to three (3) grievance representatives to investigate and process grievances on behalf of the Union. One representative shall be designated from the Employees in the Fire/EMS Division and one shall be designated from the Employees in the OFM; in addition to the Union President, who shall be the third grievance representative.
  
- B. A written list of Union Grievance Representatives shall be furnished to the Fire Chief immediately after their designation and the Union shall notify the Fire Chief promptly of any change of such representatives.
  
- C. After giving five (5) calendar days notice to the Fire Chief, one (1) Union Grievance Representative shall be granted reasonable time off during working hours with pay when he is engaged in presenting a grievance under Steps 1-4 of Article 6 of this Agreement, and where it will not interfere with the operations of the Fire Department. Such requests shall not unreasonably be denied.

**ARTICLE 9**  
**WORK ASSIGNMENTS**

- A. Fire/EMS. The Following shall govern the assignments in the Fire/EMS Division:
  - 1. The work schedule shall be set for one-month periods at 6-month intervals commencing on April 1 and October 1.
  
  - 2. Employees in the Fire/EMS Division shall be regularly assigned to one of the Division's four platoons.
  
  - 3. There shall be a six month assignment and leave template, and it shall be prepared as follows: The Employer shall provide a template form to the employees within the Fire/EMS Division for every day in the six month period. Employees shall select leave for the six month period within the platoon by seniority as outlined in the Fire/EMS Division's then existing policy regarding vacation and holiday leave selection. All Employee leave selections by seniority shall be incorporated into the final version of the annual template.
  
  - 4. The Employer shall release the assignment and leave template form to the Employees on July 15 and January 15. Employees shall select leave on the form by August 15 and February 15, respectively. Final assignment and leave template will be posted by the Employer by September 1 and March 1, respectively.

5. The Employer retains the right to assign and change station and apparatus, except that should the Employer desire to change station assignment of an Employee for a period of more than 30 consecutive calendar days, it shall inform the Union's President of the specific changes in writing by electronic mail at least thirty (30) days in advance of the planned implementation. The Union shall have seven days from the date of the electronic mail to request a meeting with the Fire Chief and his designee(s) to discuss and consult in good faith the Employer's proposed change of station assignment. Such meeting shall be held at a mutually convenient day and time but no later than fourteen (14) days before the date of planned change.
6. Employees may at their option exchange scheduled shifts of work with Employees of the same job classification and certification as authorized under the Fair Labor Standards Act, 29 U.S.C. § 207(p)(3), provided that the Employer has advance notice of and approves the exchange and where in the sole judgment of the Employer such exchange does not interfere with the operations of the Employer or cause payment of premium overtime.
7. If the Employer temporarily changes an Employee's regularly scheduled shifts and/or hours worked the Employee shall be notified at least 24 hours in advance of any such change(s). When the vacancy occurs because another Employee has not been regularly scheduled, the notice shall be at least 12 hours in advance. Such advance notice shall not be required when the vacancy occurs because another Employee once regularly scheduled has called off from work prior to the start of the shift, the Employer shall attempt in good faith to give notice prior to the start of the shift of the temporary change as soon as reasonably possible after becoming aware of the scheduled Employee's absence.

In the event the Employer fails to provide the required 24 or 12 hour notice set forth in this paragraph, the Employee shall be entitled to an additional three (3) hours pay at his regular hourly rate of pay for each shift/hours worked outside of the regular schedule. For purposes of this section, notice required shall be by and be deemed made when: (1) the Division sends written notice electronically to the Departmental mail address of the Employee, or, at the Employee's option, to the Employee's designated personal e-mail address, provided the Employee provides timely written notice of such personal e-mail address to the appropriate Division official; and (2) the Division leaves a verbal message for the Employee on the Employee's designated personal phone.

The Employer shall not be required to give such notice in advance, nor shall the Employee be entitled to additional compensation as stated herein for:

- (a) For such operations that require employees with the special advanced training or certifications of HAZMAT Technician or Employees who are members of a Specialty Team, or High Angle and Trench Technical Rescue Specialist, or Self Contained Breathing Apparatus (SCBA) Maintenance Technician,
  - (b) the unavailability of another Employee for unanticipated or emergent personal reasons,
  - (c) call-outs equal to or less than one hour,
  - (d) when changing station or apparatus of an Employee on shift, and
  - (e) for shift carry-overs, or assignments resulting in such, and
  - (f) in the case of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Emergency Services Director. The Employer shall endeavor in good faith to provide advance notice prior to the start of the shift to an Employee of changes in station or apparatus when it has advance notice of the need for such change.
8. For legitimate operations purposes only, the Employer may permanently change an Employee's regularly scheduled shift and/or hours with 30 days advance notice to the Employee. A permanent change is one for 30 or more consecutive days.

The Division shall not be required to give such notice in advance in the event of the unavailability of another Employee for unanticipated or emergent personal reasons, retirements without sufficient notice, and in the case of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Emergency Services Director.

9. Except when duties require otherwise, the Employer shall continue its practice set forth in SOG 220.07.
10. The Employer shall continue to observe SOG 206 with respect to vacation and holiday selection preferences by seniority within platoon.

B. OFM. The following shall govern the assignments in the Office of the Fire Marshal.

1. Except as provided in this subsection, the regular work schedule for Employees in the OFM for the term of this Agreement shall be Monday through Friday 9:00 a.m. to 5:00 p.m. or 8:30 a.m. to 4:30 p.m. The Employer shall have the right to designate the Employees to either of these schedules.

For legitimate operations purposes only, the Employer may permanently change an Employee's regular work schedule or assignment with 30 days advance notice to the Employee. A permanent change is one for 30 or more consecutive days. For purposes of this section, "legitimate operations purposes" shall include reduced staffing due to employee sickness and/or disability, or special investigations, resulting from fire and explosion investigations.

2. For shifts scheduled in addition to the regular work schedule (eg. Sunfest, Springfest, holidays, concerts and night checks) the Employer shall post such shifts and night check schedules at least 7 days in advance.
3. The Employer shall designate an Employee(s) as an "On Call" Employee(s) who must be ready to report for and perform work when the need arises, when called. Employees in an "On Call" status are required to be available by telephone. The Employer shall not designate an Employee using Annual Leave as an "On Call" Employee, unless otherwise agreed to by the Employee.

An "On Call" assignment must be of definite duration, and the Employee(s) must be officially notified. "On Call" status shall remain in effect until the Employee is officially relieved from "On Call" status.

When an Employee in an "On Call" status is directed to report for work, the Employee shall be paid three (3) hours minimum pay for each time the Employee reports to work, which shall count as hours worked for the determination of overtime in a pay period.

The Fire Marshal's Office shall make the "On Call" schedule available to Fire Marshal Employees a minimum of seven (7) days before the effective date of the monthly on-call schedule.

The primary "On Call" Employee shall be assigned a take home vehicle for such On Call time if the Employee lives within a fifteen (15) mile radius of the

Town of Ocean City. Employees shall be permitted to exchange "On Call" assignments where approved by the Employer in advance.

4. If the Employer temporarily changes an Employee's regular work schedule or assignment; or hours worked the Employee shall be notified at least seven (7) days in advance of any such change(s)

In the event the Employer fails to provide the required seven (7) day notice set forth in this paragraph, or in the event that the Employer assigns the Employee to an 8- hour split shift, the Employee shall be entitled to be paid premium overtime pay at one and one half times the straight time hourly rate for any hours worked outside of the Employee's regular work schedule. For purposes of this section, notice required shall be by and be deemed made when: (1) the OFM sends written notice electronically to the Departmental mail address of the Employee, or, at the Employee's option, to the Employee's designated personal e-mail address, provided the Employee provides timely written notice of such personal e mail address to the appropriate OFM official; and (2) the OFM leaves a verbal message for the Employee on the Employee's designated personal phone.

The Employer shall not be required to give such notice in advance, nor shall the Employee be entitled to additional compensation as stated herein for: (1) for bomb squad operations; (2) the unavailability of another Employee for unanticipated or emergent personal reasons; (3) call-outs equal to or less than one hour, (4) for shift carryovers, or assignments resulting in such carryovers and (5) in the case of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the OFM.

- C. When the Employer declares a vacancy in a bargaining unit position, Employees shall have the right to apply to the Fire Chief for consideration for that position.

## **ARTICLE 10**

### **OVERTIME AND HOURS OF WORK**

#### **A. Employees in the Fire/EMS Division:**

1. The regular work hours of work for all Employees in the Fire/EMS Division shall be the current 24/72 schedule and the pay period for computation for overtime shall be seven (7) days. The Seattle Day shall be 12 hours and the Employer retains the right to assign work on the Seattle Day. The employer shall pay premium overtime for hours worked in excess of 45 hours in a 7-day pay period.

2. The Employer retains the right to assign Lieutenants to two (2) twelve (12) hour shifts in place of a 24 hour shift in a work week during the months of September to May and in the event of absences of a Captain exceeding thirty (30) days. Lieutenants who do not wish assignment to this schedule shall have the right to accept a voluntary demotion to FF/EMT IV. This right shall be exercised in writing to the Fire Chief on or before August 1, 2010. Lieutenants who voluntarily demote to FF/EMT IV shall be paid at the same step under the pay scale for FF/EMT IV as the step occupied immediately prior to the demotion. The demotion shall not bump or cause the layoff of any employee in the bargaining unit.
3. All Employees of the Fire/EMS Division shall be required to have approval from the Fire Chief a Captain or their designee before working any hours outside the Employee's regular schedule.

**B. Employees in OFM:**

1. The regular workweek for Employees in the OFM shall be 40 hours in a 7-day pay period. The Employer shall pay overtime for hours worked in excess of 40 hours in a 7-day pay period.
2. Each OFM day of work shall include a paid one-half (1/2) hour lunch period to be taken at the Employee's choice. OFM Employees participating in a one-half hour lunch period shall be in an on-duty status and subject to immediate call, as determined by the OFM.
3. Employees in the OFM shall utilize Employer approved written time sheets for the purposes of recording hours worked, accrued or used. The Employer shall provide these sheets to the Employees. No Employee in the OFM shall be required to use a time clock.

- C. No Duplication or Pyramiding of Premium or Overtime Pay:** 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. If more than one of the provisions of this Agreement shall be applicable to any time worked by an Employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Article/Section, but the Employee shall not be entitled to additional pay for such time under any other Article/Section.

**ARTICLE 11**  
**WAGES AND PREMIUMS**

A. Wage Rates Tables: See Appendix I.

The Wage Rate Table for the duration of the Agreement is attached as Appendix I. The Wage Rate Table shall be adjusted as of October 1 of each year of the contract term to reflect the Cost of Living Adjustment determined by the Mayor and City Council under Section B of this Article 11.

B. Cost of Living Adjustment: All Employees shall receive a Cost of Living Adjustment on October 1 of each year of the contract term, equal to the Cost of Living Adjustment determined by the Mayor and City Council for all of the Employer's employees who are not in a collective bargaining unit.

C. Anniversary Increment. The Mayor and City Council shall have the right to suspend the regular anniversary increment for Employees, provided that such suspension also applies to the Employer's pay system for all employees who are not in the bargaining unit. The suspension of the anniversary increment agreed upon in the 2009 Amendment to the then existing Collective Bargaining Agreement shall not be restored. In the event that the City Manager's proposed budget for any fiscal year of the contract term contains a suspension of the Anniversary Increment, the Union shall be entitled, upon its request, to meet with the Employer to discuss the suspension and its effects on the bargaining unit prior to implementation.

D. Promotions: An Employee who receives a promotion to a higher salary grade within the bargaining unit will receive at least a five percent (5.0%) increase in base pay.

E. Working Out of Class Pay: An Employee who has completed his probationary period and who is detailed to work in a classification in a higher pay grade than his regular classification for more than five (5) consecutive work days (five 24 hour shifts in the Fire/EMS Division) shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the regular rate for his classification or the minimum rate for the higher pay grade, whichever is greater. This shall not apply to Employees in the classification of Second Lieutenant who serve as Acting Lieutenant or for Second Lieutenants or Lieutenants on shifts where a Captain is not working. However, in the event that the Employer details a Lieutenant or Second Lieutenant to the position of Captain, or in situations where a Captain is absent for 30 or more consecutive calendar days, then the pay in this subsection shall apply. It is agreed that in the situations covered by the preceding sentence, the Lieutenant or Second Lieutenant who is so

assigned shall discharge all managerial and supervisory duties of a Captain, and shall be subject to scheduling and assignment as a Captain. This shall not affect the Employee's status as a member of the bargaining unit.

- F. Court Appearances: An Employee who is required under the authority of a subpoena to appear as a witness for the State or City in a criminal or administrative proceeding shall receive either a minimum of three (3) hours pay at the appropriate rate, or the actual number of hours worked at the appropriate rate, whichever is greater, for; (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to his individual work schedule.
- G. Travel Pay: When the Employer requires an Employee to be detailed to a location that is forty-five (45) miles or more from Ocean City, any travel time shall be deemed to be on duty and compensated in accordance with this agreement, except that the Employer and Employee may agree to waive the requirements of this subsection, and the Union shall be notified of the waiver.
- H. Mileage Reimbursement: Employees required to use their private vehicles for City business as approved by their supervisor shall be compensated at the Federal allowed mileage rate for the tax year.
- I. Employees may continue to authorize voluntary deductions from each payroll check, in addition to automatic deductions authorized by law.
- J. An Employee who resigns, retires, is dismissed or laid-off is eligible and shall be compensated accordingly for all his accumulated unpaid holiday time and vacation time, including pro rata pay due for the current year at the Employee's current rate of pay.
- K. All days or hours of paid leave except holidays shall not be treated as days or hours worked.
- L. Call out Pay: The Employee shall be paid three (3) hours minimum pay for each time the Employee is directed to and reports to work subsequent to their regular shift which shall count as hours worked for the determination of overtime in a pay period.
- M. Emergency Operations Pay: Employees called to work during a declaration of Emergency Operations under Section 3.7 of the Employer's handbook will be paid at a rate of time and one-half during the declaration.
- N. Instructor Pay and Field Training Pay: An Employee below the rank of Lieutenant who is assigned to and furnishes instruction to Employees of the Employer on a group basis shall be paid three percent (3%) per hour above his

regular hourly rate for each hour worked as an Instructor. Employees who work as an instructor as a light duty assignment shall not be eligible for instructor pay. An Employee who is assigned and furnishes field training shall receive \$1.25 per hour for each hour worked in which field training is provided up to a maximum of \$100 for each Employee or Division approved trainee to whom the Employee is assigned.

## **ARTICLE 12**

### **UNIFORMS, PROTECTIVE CLOTHING AND EQUIPMENT**

- A. All uniforms, protective clothing and equipment listed in Appendix II (Fire/EMS) and Appendix III (OFM) as the Employer deems replacements necessary to the performance of Employees' duties, shall be furnished without cost to the Employees by the Employer. All uniforms, protective clothing and equipment shall be maintained in good condition and shall meet the applicable OSHA, ANSI and NFPA standards.
- B. The Employer shall notify the Union thirty-(30) days in advance of implementation about any change proposed in equipment or uniforms, and if requested by the Union, the Employer shall furnish information about the change to the Union.
- C. All agreed uniforms and equipment, both initial issue and promotional, are set forth in Appendix II (Fire/EMS) and Appendix III (Fire Marshal) of this Agreement, and they shall be furnished to the Employees as the Employer deems replacements necessary in its discretion. In the event that the uniforms or equipment detailed in those appendices are damaged or stolen through no fault of the Employee, become worn through normal use, or are determined to be unsafe by the Fire Chief, such uniforms or equipment shall be replaced at no cost to the Employee.

## **ARTICLE 13**

### **HEALTH AND WELFARE**

- A. The Employer agrees to provide the same health insurance benefits for all Employees and their eligible dependents during the term of this Agreement as is provided for all employees who are not in a collective bargaining unit.
- B. The Employer shall pay the same percentage of the monthly premium for the level of health coverage that each Employee is eligible for and elects as is provided for employees who are not in a collective bargaining unit and each Employee shall contribute, by payroll deduction, the same percentage of the monthly premium that is paid by employees who are not in a collective

bargaining unit. Health Insurance Coverage shall be an IRS Section 125 tax option for the premium co-shared by the insured Employee.

- C. Employees hired before July 1, 2005, vested with 15 or more years of service, and Employees hired on or after July 1, 2005, vested with 25 or more years of service, who retire during the life of this agreement shall have a choice of participating in the Employer's program for health care coverage for retired Employees on an 80% Employer and 20% retiree monthly premium co-share basis.
- D. The Town of Ocean City shall continue the use of the cafeteria plan under Section 125 of the Internal Revenue Code of 1986, which allows eligible Employees to pay benefit costs on a pre-tax or after-tax basis. Benefits shall include those benefits provided to employees who are not in a collective bargaining unit described in this Agreement and that are permitted by the Internal Revenue code.
- E. After completion of one (1) year of service, the life of each Employee shall be insured with coverage of 200% of annual salary not to exceed \$200,000. The insurance shall also include accidental death and dismemberment coverage one (1) times annual salary and dependent life insurance. New Employees under one (1) year of service receive \$5,000 in life and accidental death & dismemberment coverage.
- F. In the event of an Employee's death, for whatever reason, the personal representative of the Employee's estate, shall receive a lump sum payment to be included in the Employee's final paycheck for all unpaid vacation and holiday hours at the Employee's current pay rate. The Employer shall also pay to the Employee's estate up to \$10,000 of documented funeral expenses in the event of the Employee's death in the line of duty.
- G. Retiree Death Benefit: There shall be a retiree death benefit in the amount of Ten Thousand Dollars (\$10,000), payable to the personal representative of the retiree's estate for Employees retiring during the duration of this Agreement.
- H. Sick Hours: Each Employee shall accrue eight (8) hours of paid leave each calendar month, beginning one month after hire, as sick hours to a maximum of 240 hours. The use of sick leave shall be in accordance with the Employer's personnel policy. Sick leave hour balances in excess of 240 hours will be applied to Employee's pension plan for service credit at the rate of 22 days (176 hours) equal to one (1) month of service.

I. Short and Long Term Disability:

1. The Employer shall continue in effect its insurance programs for short and long term disability that are applicable to employees of the Town who are not in the bargaining unit. These benefits are subject to the terms of the applicable plan documents.
  2. An Employee who is unable to report to work due to an illness or injury in the line of duty shall receive supplemental payments to worker's compensation benefits to equal his straight time annual rate of pay for a period of up to six (6) months following the commencement of eligibility for worker's compensation benefits for that illness or injury. An Employee who receives the supplemental pay shall report for light duty work if such work is available, and the Employee is qualified for it. To determine whether such qualification exists, the medical evaluation procedures set forth in Section Q of this article shall apply.
- J. The Employer shall continue to provide and administer the Accrued Benefits Donor Program as defined in Section 4.7 of the Employer's Employee Handbook (10/1/2005).
- K. The Employer shall remain a group member of the Blood Bank of the Eastern Shore and shall pay the annual dues for Employees who join the Blood Bank. As provided in Section 4.13 of the Employer's Employee Handbook (10/1/2005), retired Employees who are fully vested in the pension plan shall remain active as a group participating member of the Blood Bank, as long as their membership is not interrupted.
- L. The Employer shall provide ambulance service at no cost to Employees and dependents of record when service is within or from the response district. The Employee shall remit any insurance claim payments received for such service to the Employer.
- M. Employees shall continue to receive the annual Christmas bonus provided by the Employer as provided to employees of the Employer who are not in a collective bargaining unit
- N. The Employer may continue to require Employees to undergo an annual physical fitness assessment. Before the Employer implements specific physical fitness procedures or standards, the Employer shall notify the Union in advance and discuss with the Union about such procedures or standards and their effects.

- O. Employees shall be furnished time, equipment and facilities for physical fitness activities while they are working.
- P. Employees shall receive all recommended appropriate vaccinations to protect against job related exposures.
- Q. Light Duty Assignment: An Employee who is unable to temporarily perform his/her duties due to a proven injury or illness shall be temporarily assigned to a light duty position if (i) a position for which the Employee is qualified is available in the Fire/EMS Division or OFM; and (ii) the assignment is approved in advance by the physician attending the Employee's care, and by, at the option of the Employer, a physician engaged to provide an Independent Medical Evaluation (IME). Such light duty assignment shall continue until an Employee has reached maximum medical improvement. Upon reaching maximum medical improvement, the Employee shall be restored, if able, to his/her permanent duty assignment. The Employer shall determine the availability and duration of light duty positions. The Employer shall give preference in providing light duty positions to Employees who are injured in the line of duty.

To determine whether or not (i) an Employee is able to report for light duty, (ii) whether an Employee has reached maximum medical improvement, or (iii) whether having reached maximum medical improvement, an Employee is able to perform the essential duties of his/her permanent duty assignment, the Employer may require an IME at its expense. Should the attending physician and the physician conducting the IME disagree as to the above determinations, the Employer and the Union shall discuss such differences, and if they are unable to reach agreement, they shall refer the Employee to a third independent physician who is board certified in the area of dispute to make the required evaluation, which evaluation shall be final and binding.

#### **ARTICLE 14** **PORTABILITY**

State Agency: The Employer shall observe Maryland Law with respect to the purchase of service credits or transfer of service credits for pension plan purposes attributable to the Employee's time served with an applicable governmental agency.

**ARTICLE 15**  
**PENSION PLANS**

- A. The current Public Safety Employees Pension Plan shall be amended as of July 1, 2007. Employees retiring on or after July 1, 2007, after completion of 25 years of service, who elect a single life annuity as defined in the Public Safety Employees Pension Plan (PSEPP), shall receive normal retirement benefits as monthly income payable for life in an amount equal to 60% of the final average monthly compensation in accordance with the PSEPP trust agreement. Until their retirement date, Employees are required to contribute to the PSEPP effective the first pay date following July 1, 2010, as follows:

<u>Years of Service</u>	<u>% of Contribution</u>
0 to date of retirement	8%

Employees shall have the option to cease pension contributions after 25 years of service and elect to receive a pension benefit of 60% of the three-year final average base pay received prior to completion of 25 years of service.

- B. Retiring Employees will receive one month of additional service credit at the rate of 22 days (176 hours) equal to one (1) month of service of unused sick leave. The sick leave credit will be granted only for the benefit amount, not retirement eligibility, and will be credited beyond the usual service cap.
- C. The Employer will contribute a 25% match of deferred compensation Employee contributions up to an annual per employee maximum of the match that the Employer provides to employees who are not in a bargaining unit to the ICMA 457 Retirement Corporation Plan.
- D. Any Employee who retires (commences receiving a retirement pension benefit from the PSEPP) during the term of this Agreement shall automatically be entitled to receive any enhancements to the pension plan made in or during the next succeeding collective bargaining agreement between the Union and the Employer as of the date of commencement of such enhancements.

**ARTICLE 16**  
**VACATIONS, HOLIDAYS, AND LEAVE**

- A. Holidays: The Employer shall observe and pay holiday leave as follows:

1. Employees of the Union shall be entitled to eight (8) hours of holiday leave at the straight time rate of pay for each paid holiday determined by the

Mayor and City Council for each calendar year for all employees who are not in a collective bargaining unit.

2. In addition, Employees who work on Thanksgiving day or Christmas day from midnight to 0700 or from 0700 to midnight, or December 31 during the hours from 0700 through 0700 January 1 will be paid at one and one-half (1 1/2) times their regular rate of pay for each hour worked.

3. Employees who work on all other holidays will be paid at straight time for all hours worked. Employees who work on a holiday shall be entitled to alternate holiday leave. A maximum of (40) forty holiday hours can be carried over into the next calendar year as authorized under Section 5.2 of the Employer's Employee Handbook (10/1/05). Alternate holiday leave will not extend into the next calendar year unless the holiday falls in November or December of the current year.

B. Personal Leave: Each Employee shall be granted sixteen (16) paid personal leave hours as paid leave each calendar year to be used within the calendar year. Personal hours may be used for any personal issue on an unscheduled basis subject to departmental needs.

C. Annual Leave: Employees shall be entitled to receive paid annual leave accrued in accordance with the following schedule based on years of service:

<u>Years of Continuous Service</u>	<u>Accrual Per Pay Period/Total P/ Yr</u>
Beginning employment but less than 5 years	3.08 (80 hours/year)
5 <sup>th</sup> year but less than 10 years	4.62 (120 hours/year)
10 <sup>th</sup> year but less than 20 years	6.15 (160 hours/year)
20 <sup>th</sup> year or more	7.69 (200 hours/year)

Employees may carry over eighty (80) hours of accrued but unused annual leave into their new year, on their employment anniversary date. This is in addition to the Employee's accrual earnings based on the Employee's years of service. Accrued annual leave may be paid upon termination of employment at the Employee's regular pay rate per hour accrued.

D. Jury Leave: Employees shall be entitled to leave with pay for all regularly scheduled work hours that he is required to serve as a member of the jury. Fees received for jury duty must be remitted to the City.

E. Military Leave: Employees who serve in a military training or reserve program of the Armed Forces of the United States shall be entitled to leave with pay, provided the Employee offers valid proof of such military service. In no event, however, shall military leave exceed a maximum of eighty (80) hours per year.

Employees called to active military duty shall receive a military combat pay differential based on the difference between their base salary from the Employer and their military compensation for their entire tour on active duty, whether in the United States or in a war zone outside of the continental United States. All benefits including accruals, pension, and insurance coverage will remain intact as though the Employee was actively at work rather than on active duty.

- F. Bereavement/Compassionate Leave: The Employer shall continue its current practice with respect to observance and payment of bereavement leave. Employees shall be entitled to leave with pay for twenty-four (24) hours, or thirty-two (32) hours if the funeral is more than 200 miles, one way, from Ocean City, ending no more than one day after the burial in the event of a death in his/her immediate family. Immediate family includes the Employee's spouse, children, parents, brother, sister, grandparents, legal guardian, current brothers-in-law, current sisters-in-law, current parents-in-law, current grandparents-in-law or grandchildren.
- G. Civil Leave for Voting: Employees who are registered to vote shall be allowed a reasonable amount of time to be excused from work for the purpose of voting, when approved by the Fire/EMS Captain or Fire Marshal or their designee.

#### **ARTICLE 17** **UNION ADMINISTRATIVE LEAVE**

- A. Employees elected or appointed to represent the Union shall be granted time to perform their Union business.
- B. Union Leave: The Employer shall annually grant the Union one hundred fifty (150) hours of paid leave to conduct Union business. Unused Union leave may be carried over from one year to the next except the total accumulated carry over of such leave from one year to the next may not exceed seventy-five (75) hours.
  - 1. In addition to 150 hours of paid Union Leave, the Employer shall credit to the Union Leave Bank all personal leave days or hours (paid), not used by members by the end of the calendar year, except those that the Employee is entitled to carry over pursuant to this Agreement.
  - 2. The Union may create and administer a bank of donated leave, for additional paid time to conduct Union business. The Union must provide to the Employer a signed authorization form to deduct annual leave from the accruals of donating members.

3. The Employer shall accept the form, provided by the Union, signed by members of the bargaining unit, authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the Employee.
  4. The total leave granted for Union business shall not exceed 225 hours in any fiscal year.
  5. The Fire Chief, or his designee, must approve all use of Union leave in writing, in advance, but he shall not unreasonably deny such requests.
- C. Negotiations: Up to seven (7) members of the Union shall be allowed time off for meetings, which shall be mutually set by Employer and the Union for the purpose of negotiating a successor Agreement.
- D. The Fire Chief shall provide the Union with the name(s) and rank(s) of all new Employees and their home address(es) within ten (10) days after the date of hire. The Employer shall give the Union an opportunity to meet with each new Employee within the first fifteen (15) days that the Employee begins work.

#### **ARTICLE 18** **LABOR MANAGEMENT COMMITTEE**

There shall be established a joint Labor Management Committee consisting of three (3) Union representatives; the Union President, and one (1) from Fire/EMS Division and one (1) from the OFM and up to three (3) Departmental supervisors or their designees. The Committee shall meet quarterly, except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations with respect to specific matters bearing upon the economy, efficiency, or alterations in Fire/EMS or Fire Marshal operations and/or upon the welfare of its Employees, whether or not such matters are negotiable. Union Representatives shall be deemed to be in duty status while attending such meetings. Nothing in this article shall constitute a substitution for the grievance procedure contained in this agreement, nor shall it be used to compromise the Employer's duty to deal and bargain with the Union, over mandatory subjects of bargaining as defined in the Ocean City Labor Code.

#### **ARTICLE 19** **PROTECTION AGAINST LIABILITY**

Legal Counsel shall be provided in any civil case when the plaintiff alleges that an Employee should be held liable for acts alleged to be within the scope of his employment and/or his official capacity. Subject to the approval of the Employer

and provided the Employee cooperates in the defense, indemnification for compensatory damages will also be provided to any Employee of the unit for actions arising out of the scope of his/her employment. The decision as to indemnification as to punitive damages shall be at the sole discretion of the Mayor and City Council and shall not be subject to the grievance procedure.

**ARTICLE 20**  
**PERSONNEL RECORDS**

Employees covered by this Agreement shall have access to their personnel records in accordance with Article 3.24 of the Employer's Employee Handbook.

**ARTICLE 21**  
**UNION COMMUNICATIONS**

- A. The Employer agrees to provide reasonable bulletin board space labeled with the IAFF logo and name in the Fire/EMS Division Office, Fire Marshal's Office and all City fire stations where Employees work, for the purpose of allowing the Union to inform its membership of Union business and activities. The Union President or Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Department shall remove any materials posted in violation of this Section. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.
- B. The Employer agrees to permit the President of the Union or his or her designee to have use of the Employer's voice mail system, e-mail system, interdepartmental mail and mailboxes to communicate with the Employees of the bargaining unit.

**ARTICLE 22**  
**LAY-OFF / PERSONNEL REDUCTION/ FURLOUGH**

If the Employer determines that furloughs or layoffs in the bargaining unit are necessary, it shall give the Union 30 day advance notice of such determinations and it shall meet with the Union to discuss and negotiate the effects of its decision to lay off members of the bargaining unit and the process for recall or to furlough members of the bargaining unit. The Employer will amend its labor code to permit it to furlough Employees.

In addition, if the Employer determines that it will not fill a position in the bargaining unit after retirement or resignation of an Employee, it shall notify the Union of such determination and it shall timely meet with the Union to discuss its decision and reasons therefore.

**ARTICLE 23**  
**DISCIPLINE AND DISCHARGE**

- A. The Employer shall discipline and discharge non-probationary Employees only for just cause. The Employer has the right to discipline or discharge Employees who are on probation for any reason in its discretion. An Employee shall be considered to be probationary for the first 12 calendar months of his employment in the bargaining unit. This probationary period may be extended by agreement between the Union and the Employer, and it shall not include periods in which the Employee is not present for work for 30 or more consecutive days.
  
- B. No Employee, except a probationary Employee, shall be discharged for just cause without a hearing conducted by the Employer. This hearing shall not be held prior to the discharge in the case of exigent circumstances. In the case of a post discharge hearing, the hearing will be held within seven (7) days of the date of the discharge. This hearing shall not be considered part of the grievance procedure; it shall be conducted in accordance with legal requirements. Upon reasonably timely request, the Union shall be entitled to copies of documents reasonably related to the matter prior to the hearing. At the hearing, the Employee shall have the right to be accompanied and represented by the Union and/or its legal counsel.
  
- C. Grievances concerning discipline or discharge of an Employee shall be subject to the grievance and arbitration procedure in Article 7 of this Agreement.

**ARTICLE 24**  
**PROMOTION**

Promotions to competitive positions within the bargaining unit are made after an evaluation of each individual's qualifications. The Employer's promotional program for positions within the bargaining unit will provide that qualified bargaining unit Employees are given an opportunity to receive fair and appropriate consideration for higher level bargaining unit positions. Announcements for promotional examinations and vacancies shall be posted on designated IAFF bulletin boards in the Fire/EMS Office, Fire Marshal's Office and by e-mail to all Employees. Successful candidates for promotion to competitive positions shall be placed on the eligibility list, in order of qualification, and the Employer's selection shall be made from the top five on the list.

**ARTICLE 25**  
**MEDICAL EVALUATIONS**

- A. The Employer shall continue to have authority to direct Employees for an annual medical evaluation. When an Employee is directed by the City to report for an evaluation, the Employer shall require the medical clinic or evaluator to correctly disclose the scope and terms of its professional engagement to the Employee.
- B. No Employee shall be required, as a condition of employment, to authorize any Employer specified facility to assume the capacity of that Employee's treating physician or treating medical care provider.
- C. No Employee shall be required to consent to a medical procedure or test that is inconsistent with generally accepted medical principles, or which, otherwise, is not medically indicated.
- D. The Employer shall, at all times, honor and require the medical clinic or evaluator, and the Fire Chief, to honor its Employees' confidentiality and privacy rights with regard to medical information and care.

**ARTICLE 26**  
**HEALTH AND SAFETY**

To enable the Union to safeguard the health, safety and well being of all Bargaining Unit Employees, the Employer shall, within 30 days after request by the Union, furnish to the Union either (1) copies of any work site inspections or statements of clinical findings which may concern the work or place(s) of employment of members of the Union's Bargaining Unit; or (2) any information that is within the Employer's possession, custody or control about specific pathogens, contagions, environmental hazards, toxic chemicals, health or accident risks that are under active study.

**ARTICLE 27**  
**HEALTH AND SAFETY COMMITTEE**

To insure a safe work environment there shall be a joint safety and health committee, composed of two (2) members from the bargaining unit and one (1) Fire/EMS and one OFM representative appointed by the Fire Chief or his designee which shall meet no less than on a quarterly basis.

**ARTICLE 28**  
**MISCELLANEOUS PROVISIONS**

- A. Bus service shall be available to Employees if they present their Town of Ocean City ID Card.
- B. The Employer shall continue its current practice with respect to procedures and payment of tuition reimbursement in accordance with Article 6.1 of the Employer's Employee Handbook.

**ARTICLE 29**  
**PERSONAL PRONOUNS**

In all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female Employees.

**ARTICLE 30**  
**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 31**  
**PRINTING OF AGREEMENT**

This Agreement shall be printed and distributed to the bargaining unit by the Union. The Employer shall reimburse the Union for fifty percent (50%) of the cost for said printing.

**ARTICLE 32**  
**NO STRIKE OR LOCKOUT**

- A. The rights and obligations set forth in Article IV, Section 42-79 of the Labor Code shall apply to the parties.
- B. Nothing in this Agreement shall alter the rights, obligations and/or remedies that are provided in Article IV, Section 42-79 of the Labor Code.

**ARTICLE 33**  
**DURATION**

This Agreement shall become effective July 1, 2010, and remain in full force and effect through June 30, 2013. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail no later than October 1 of the year preceding the date of termination.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year written above.

**Career Firefighter Paramedics  
Association of Ocean City International  
Association of Fire Fighters,  
Local 4269, AFL-CIO**

**The Town of Ocean City, Maryland**

By: \_\_\_\_\_  
Thomas F. Kane, President

By: \_\_\_\_\_  
Dennis Dare, City Manager

By: \_\_\_\_\_  
Michael S. Maykrantz,  
Vice President

By: \_\_\_\_\_  
Guy Ayres, City Solicitor

By: \_\_\_\_\_  
K. Michael Ellingsworth, Treasurer

By: \_\_\_\_\_  
Martha Bennett Lucey, Finance  
Administrator

By: \_\_\_\_\_  
Rancel C. Evans  
Executive Board Member

By: \_\_\_\_\_  
Chris Shaffer  
Assistant Fire Chief

By: \_\_\_\_\_  
Clifford A. Christello, Jr.  
Negotiating Team Member

By: \_\_\_\_\_  
Sam E. Villani, Jr., Deputy Chief

By: \_\_\_\_\_  
Robert E. Magee  
Negotiating Team Member

By: \_\_\_\_\_  
Rex Foxwell, Captain

By: \_\_\_\_\_  
Douglas W. Scott  
Negotiating Team Member

By: \_\_\_\_\_  
Stephen M. Silvestri  
Town of Ocean City Counsel

APPENDIX 1

10/1/08

Pay Scales, Ocean City EMS/FM

Step	109		111		112		113	
	FM		Deputy Fire		Deputy Fire		Deputy Fire Marshal	
	Fire Inspector		Marshal I		Marshal II		Plans Examiner	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	37,298	17.9317	-	-	-	-	-	-
2	39,163	18.8283	-	-	-	-	-	-
3	41,121	19.7697	49,486	23.7913	-	-	-	-
4	43,177	20.7582	51,960	24.9807	57,000	27.4038	62,529	30.0621
5	45,336	21.7962	54,558	26.2299	59,850	28.7740	65,656	31.5653
6	47,603	22.8859	57,286	27.5413	62,842	30.2127	68,939	33.1436
7	49,983	24.0303	60,150	28.9184	65,985	31.7234	72,386	34.8008
8	52,482	25.2317	63,158	30.3644	69,284	33.3095	76,005	36.5408
9	55,106	26.4934	66,316	31.8825	72,748	34.9750	79,805	38.3678
10	55,106	26.4934	66,316	31.8825	72,748	34.9750	79,805	38.3678
11	56,484	27.1557	67,974	32.6797	74,567	35.8493	81,800	39.3270
12	56,484	27.1557	67,974	32.6797	74,567	35.8493	81,800	39.3270
13	56,484	27.1557	67,974	32.6797	74,567	35.8493	81,800	39.3270
14	57,896	27.8346	69,673	33.4966	76,431	36.7456	83,845	40.3102
15	59,343	28.5305	71,415	34.3339	78,342	37.6642	85,941	41.3179

Step	ES20		ES30		ES40		ES50		ES60	
	Fire EMS		Fire EMS		Fire EMS		Fire EMS		Fire EMS	
	Firefighter EMT II		Firefighter EMT III		Firefighter EMT IV		2nd Lieutenant		Lieutenant	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	38,865	18.6850	42,634	20.4973	46,770	22.4856	49,108	23.6098	51,307	24.6667
2	40,808	19.6191	44,766	21.5222	49,108	23.6098	51,564	24.7903	53,872	25.9000
3	42,848	20.6000	47,004	22.5983	51,564	24.7903	54,142	26.0298	56,566	27.1950
4	44,990	21.6300	49,355	23.7283	54,142	26.0298	56,849	27.3312	59,394	28.5548
5	47,240	22.7115	51,822	24.9146	56,849	27.3312	59,691	28.6978	62,364	29.9826
6	49,602	23.8472	54,413	26.1603	59,691	28.6978	62,676	30.1326	65,482	31.4817
7	52,082	25.0395	57,134	27.4684	62,676	30.1326	65,810	31.6394	68,756	33.0558
8	54,686	26.2915	59,991	28.8418	65,810	31.6394	69,100	33.2213	72,194	34.7086
9	57,421	27.6061	62,991	30.2839	69,100	33.2213	72,556	34.8825	75,804	36.4440
10	58,569	28.1582	64,250	30.8896	70,482	33.8857	74,006	35.5800	77,320	37.1729
11	59,447	28.5805	65,214	31.3529	71,540	34.3940	75,116	36.1137	78,479	37.7304
12	60,339	29.0093	66,192	31.8231	72,613	34.9100	76,243	36.6554	79,657	38.2964
13	61,244	29.4444	67,185	32.3004	73,702	35.4336	77,387	37.2053	80,851	38.8709
14	62,163	29.8861	68,193	32.7850	74,807	35.9651	78,548	37.7634	82,064	39.4539
15	63,096	30.3344	69,216	33.2768	75,930	36.5046	79,726	38.3299	83,295	40.0457

**APPENDIX II  
FIRE/EMS DIVISION UNIFORMS AND EQUIPMENT**

Class A Uniform

- (1) White dress uniform shirt
- (1) Pair dark blue uniform pants
- (1) Dark blue blouse
- (1) Pair leather dress shoes
- (1) Dark blue or white bell cap with badge
- (1) Pair of white parade gloves
- (1) Clip on tie
- (1) Tie clasp
- (1) Leather uniform belt
- (2) Badges for shirt and blouse
- (2) Sets of collar devices
- (1) Metal name tag
- (1) Qualification badges
- (1) Commendation ribbons as earned

Class B Uniform

- (3) Dark blue uniform shirts
- (3) White uniform shirts (officers)
- (3) Golf shirts w/ department logo
- (3) Dark blue uniform pants
- (1) NFPA Class 1 harness belt
- (5) Department issued tee shirt
- (1) Pair of sweat pants
- (1) Sweatshirt
- (1) Gym short
- (2) Job shirt
- (1) Station jacket
- (1) 3 season coat
- (1) Knit cap
- (1) Cold weather gloves
- (1) Baseball cap
- (1) Station boot at max of \$190 p/pair
- (1) Department issued badge
- (1) Metal name tag
- (2) Sets of collar devices

Miscellaneous

- (1) City issued radio w/ lapel microphone
- (1) Radio charger w/ extra battery
- (1) FDNY style radio strap
- (1) Radio case
- (1) Department issued alpha pager
- (1) Personal rechargeable hand light
- (1) Set of 500 business cards (staff only)

Turn-Out Gear

- (1) NFPA complaint turnout coat
- (1) NFPA complaint turnout pants
- (1) Turnout pants suspenders
- (1) Carbon fiber hood (black)
- (1) Set of firefighting gloves
- (1) Pair of extrication gloves
- (1) Pair of safety glasses
- (1) Cairns N5A black leather fire helmet
- (1) Reflective safety vest
- (1) Pair of leather turnout pants boots
- (1) Turnout gear flashlight w/ charger
- (1) 50' Personal escape rope and carabineer
- (1) Personal SCBA mask and bag
- (1) Milwaukee style strap for N5A helmet
- (1) Pair of leather work gloves
- (2) Sets of hearing protection
- (1) Gear duffle bag

In Addition:

Tech Rescue Team Members:

- (1) Pacific Rescue Helmet

Dive Rescue Team Members:

- (1) 3mm wetsuit, mask, fins, gloves, and boots

Hazmat Team Members:

- (1) Nomex coveralls and rubber boots

**APPENDIX III  
FIRE MARSHALL UNIFORMS AND EQUIPMENT**

Standard Issue

- (1) Duty belt w/ silver buckle
- (2) Badges
- (1) Black tie
- (1) Tie clasp
- (1) Pair shirt stays
- (1) Black uniform sweater
- (1) Set of collar devices
- (1) Streamlight flashlight w/charger and holder
- (1) Metal name tag
- (1) Winter jacket
- (1) Black job shirt
- (1) OC spray and holder
- (1) Plain clothes badge holder
- (1) OSHA white hardhat w/nomex winter liner
- (1) 3 season coat
- (1) Set of rain gear
- (1) City issued radio w/lapel microphone
- (1) Radio charger with 1 extra battery
- (1) Radio ear bud
- (1) Half face respirator w/P1 00 filter
- (1) Winter insulated gloves
- (1) Insulated coveralls
- (1) Un-insulated coveralls
- (1) Pair of safety glasses
- (1) CPR pocket mask
- (1) Class A dress uniform (2 yr phase in) as listed in Appendix II
- (1) Business cards
- (1) Long sleeve uniform shirt
- (4) Cotton golf shirts w/ FM logo
- (1) Work boots
- (1) Pairs of uniform pants

MPTC (Maryland Police Training Commission)  
Certified

- (1) Firearm
- (3) Firearm magazines
- (1) Holster
- (1) Magazine pouch
- (1) Expandable baton w/ holder
- (1) Handcuffs w/ keys and case
- (1) Ballistic vest



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

APPENDIX IV

City Manager  
Town of Ocean City, Maryland  
301 Baltimore Avenue  
P.O. Box 158  
Ocean City, Maryland 21843

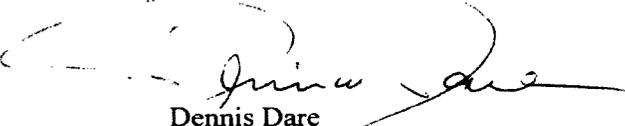
July 1, 2010

Thomas Kane, President  
Career Firefighter Paramedics Association of Ocean City,  
International Association of Fire Fighters, Local 4269  
Ocean City, Maryland 21843

Dear Tom:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2010, the I.A.F.F. and the Town of Ocean City discussed and agreed that the Town shall use its best efforts to continue existing liability coverage during the term of the agreement. The liability coverage may be subject to changes in the Town paid retention. The Town agrees to notify the Union and affected Employees if it receives notice of cancellation or reduction of coverage.

Sincerely,

  
Dennis Dare  
City Manager

Agreed to:

  
Thomas Kane, President

MAYOR & CITY COUNCIL  
P.O. BOX 158  
OCEAN CITY,  
MARYLAND 21843-0158

[www.town.ocean-city.md.us](http://www.town.ocean-city.md.us)

MAYOR  
RICHARD W. MEEHAN

CITY COUNCIL MEMBERS

JOSEPH M. MITRECIC  
*President*

LLOYD MARTIN  
*Secretary*

DOUGLAS S. CYMEK

JAMES S. HALL

JOSEPH T. HALL, II

MARY P. KNIGHT

MARGARET PILLAS

DENNIS W. DARE  
*City Manager*

CAROL L. JACOBS  
*City Clerk*

Ocean City, MD



2001



TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

APPENDIX V

Fire Chief  
Town of Ocean City, Maryland  
1409 Philadelphia Avenue  
Ocean City, Maryland 21843

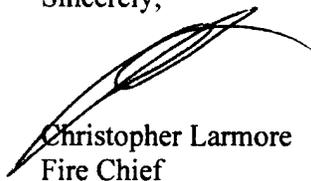
July 1, 2010

Thomas Kane, President  
Career Firefighter Paramedics Association of Ocean City,  
International Association of Fire Fighters, Local 4269  
Ocean City, Maryland 21843

Dear Tom:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2010, the Union and the Town of Ocean City discussed and agreed that if the Town develops standards for duty to act in certain emergency situations for Employees who are off duty, the Town will meet with the Union and discuss such standards.

Sincerely,



Christopher Larmore  
Fire Chief

Agreed to:



Thomas Kane, President

MAYOR & CITY COUNCIL  
P.O. BOX 158  
OCEAN CITY,  
MARYLAND 21843-0158

[www.town.ocean-city.md.us](http://www.town.ocean-city.md.us)

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Ocean City, MD



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TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

APPENDIX VI

City Manager  
Town of Ocean City, Maryland  
301 Baltimore Avenue  
P.O. Box 158  
Ocean City, Maryland 21843

July 1, 2010

Thomas Kane, President  
Career Firefighter Paramedics Association of Ocean City,  
International Association of Fire Fighters, Local 4269  
Ocean City, Maryland 21843

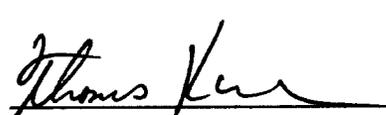
Dear Tom:

This will confirm that during negotiations for collective bargaining agreement commencing on July 1, 2010, the I.A.F.F. and the Town of Ocean City discussed and agreed that the Town will inform the Union and its counsel of the creation of policies or changes in any existing policies regarding: (1) command and reporting authority or responsibility for Employees of the Office of the Fire Marshal with respect to either the Police Department; or (2) coverage of Employees of the Office of Fire Marshal under the Law Enforcement Officers Bill of Rights (the LEOBR).

Sincerely,

  
Dennis Dare  
City Manager

Agreed to:

  
Thomas Kane, President

MAYOR & CITY COUNCIL  
P.O. BOX 158  
OCEAN CITY,  
MARYLAND 21843-0158

[www.town.ocean-city.md.us](http://www.town.ocean-city.md.us)

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CAROL L. JACOBS  
*City Clerk*

Ocean City, MD



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TOWN OF  
**OCEAN CITY**

*The White Marlin Capital of the World*

APPENDIX VII

Fire Chief  
Town of Ocean City, Maryland  
1409 Philadelphia Avenue  
Ocean City, Maryland 21843

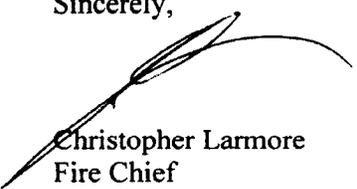
July 1, 2010

Thomas Kane, President  
Career Firefighter Paramedics Association of Ocean City,  
International Association of Fire Fighters, Local 4269  
Ocean City, Maryland 21843

Dear Tom:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2010, the Union and Ocean City agreed that the Town shall notify the Union in writing of any proposed changes to the Fire EMS/Division or Office of the Fire Marshal operating rules and regulations, the notice will include the specific proposed changes. The Fire EMS/Division of Office of the Fire Marshal will discuss such changes with the Union prior to implementation.

Sincerely,

  
Christopher Larmore  
Fire Chief

Agreed to:

  
\_\_\_\_\_  
Thomas Kane, President

MAYOR & CITY COUNCIL  
P.O. BOX 158  
OCEAN CITY,  
MARYLAND 21843-0158

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*City Manager*

CAROL L. JACOBS  
*City Clerk*

Ocean City, MD



2001



TOWN OF  
**OCEAN CITY**

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APPENDIX VIII

Fire Chief  
Town of Ocean City, Maryland  
1409 Philadelphia Avenue  
Ocean City, Maryland 21843

July 1, 2010

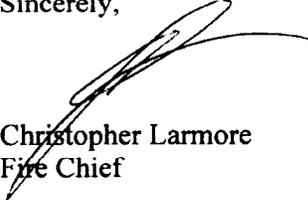
Thomas Kane, President  
Career Firefighter Paramedics Association of Ocean City,  
International Association of Fire Fighters, Local 4269  
Ocean City, Maryland 21842

Dear Tom:

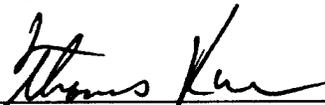
This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2010, Ocean City discussed its intent to negotiate to change the schedule for the Fire/EMS Division from the current 24/72 hour schedule to a 24/48 hour schedule in the next bargaining agreement commencing July 1, 2013.

The Union and Ocean City agreed that commencing on July 1, 2012, the Union and Ocean City would meet to discuss the proposed change in the schedule. These good faith discussions shall include the proposed schedule change, the effects of the proposed change on the bargaining unit, and any matters arising out of the implementation of the proposed change. The discussion shall be through the Labor Management Committee or any other mutually agreeable format. All such discussions shall be subject to the duty to bargain.

Sincerely,

  
Christopher Larmore  
Fire Chief

Agreed to:

  
Thomas Kane, President

MAYOR & CITY COUNCIL  
P.O. BOX 158  
OCEAN CITY,  
MARYLAND 21843-0158

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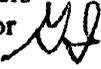
Ocean City, MD



2001

***Ocean City Development Corporation***

To: Mayor and City Council members

From: Glenn Irwin, Executive Director 

Date: April 7, 2010

Re: Somerset Plaza requests

The OCDC, working with several Somerset Plaza business owners, and the City's Planning & Community Development Department, is requesting the following actions from the Town of Ocean City:

- 1) lease of public right of way space at 8 Somerset Street for bicycle rental use
- 2) lease of public right of way space at 6 Somerset Street for Segway and mobility scooter use
- 3) use of lease payments to be applied towards special events on Somerset Plaza this summer
- 4) use of public right of way space at 4 Somerset Street for tables, chairs, and umbrella
- 5) public use of chess set on Somerset Plaza

For the past six years the Surf and Cycles bike store and the owner of the Segways has been allowed to use designated portions of the public right of way on Somerset Plaza for staging, instruction, and training. The OCDC believes these uses have added activity to the Plaza and recommends the continuation of these uses subject to conditions that are attached. Past agreements have stated that no more than 15 bicycles be permitted in this staging area, however, the business owner is requesting 25 bicycles. The OCDC recommends the 15 bicycles again for this lease. Last year the business owner at 6 Somerset Street rented Segways and leased the right of way directly in front of his business. This year this business is requesting a similar lease, but is requesting to include 2 mobility scooters into this agreement. These mobility scooters would only be permitted to be used by disabled persons.

The OCDC is requesting the \$1,500 of revenue from these two rental payments to be applied towards special event activities on the Plaza for this coming season. The OCDC is recommending several music events during the OC Cruzer car exhibitions held during the summer season. These activities would be coordinated between the OCDC and OC Cruzers. The OC Cruzers have submitted a special events application to the City to continue on the Plaza for their eighth year in succession.

The Coffee & Crepes business at 4 Somerset Street started its operations during the 2009 summer season. This business is requesting eight tables with chairs to be placed in the public right of way as shown on the attached Plaza plan as well as a large umbrella(s) covering these tables. The OCDC believes this coffee shop coupled with the bikes and Segways are complementary and enhance the active morning uses on the Plaza. These café style tables, chairs, and umbrella will be provided by the coffee shop owner and are the same tables and chairs used last year. The owner will be subject to the requirements including charges and insurance coverage of the City's Picnic Tables in the Right of Way

regulations. The tables and chairs are to be removed each evening by the store owner. Special events approved by the Mayor and City Council supersede this use. The coffee and café owner did request the inclusion of a low portable fence on the perimeter of the seating area, but the OCDC believes this will "privatize" this seating which should be public seating.

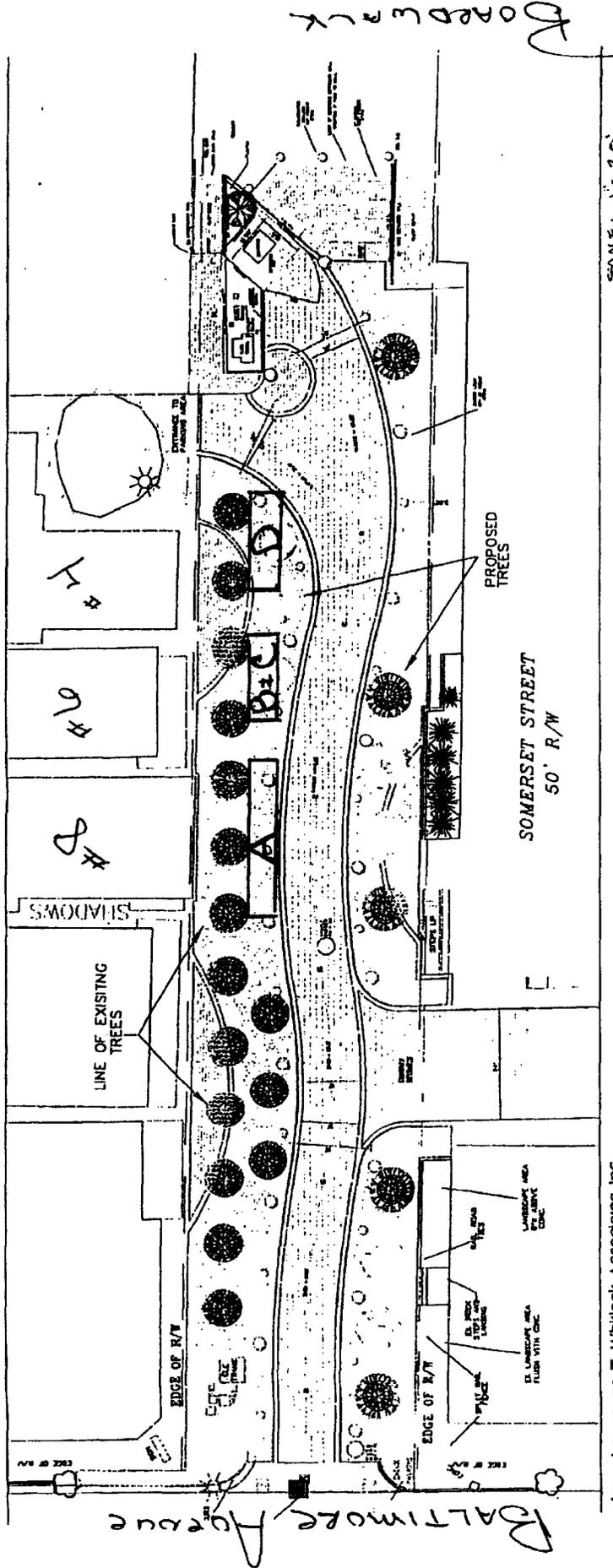
Lastly, the store owner at 6 Somerset Street wishes to use the large chess set for this year in front of his store as an amenity to draw people to the street. Attached is a listing of recommended conditions for this use.

The Town of Ocean City is installing uplights which the OCDC purchased to make the Plaza that much more appealing for this year. In addition, the OCDC has purchased new banner poles and international flags to display from the streetlight poles for this summer season. The OCDC is working with the City's Public Works Department to install a bus shelter at the Somerset shuttle stop west of Baltimore Avenue. This bus shelter will allow protection from the sun and rain for patrons using the three private bus shuttles. As we have previously mentioned, these private bus shuttles have increased the pedestrian traffic along Somerset Plaza and have benefitted many of the businesses in the downtown area.

Thank you for your consideration of these requests.

LOCATION MAP

SOMERSET PLAZA



SCALE: 1" = 20'  
DEC. 21, 2007

PRELIMINARY  
PROGRESS PLAN ONLY  
NOT TO BE USED FOR CONSTRUCTION

LEGEND

- A - STAGING AREA FOR BIKES
- B - STAGING AREA FOR SEGWAYS AND MOBILITY SCOOTERS
- C - GIANT CHESS SET
- D - TABLE AND CHAIRS FOR COFFEE HOUSE

Lawrence T. Whitlock Associates, Inc.  
3000 W. BALTIMORE AVENUE, BALTIMORE, MD 21204  
P.O. BOX 328, BALTIMORE, MD 21204  
TEL: 410.389.3458

## **WATER & WASTEWATER RATE STUDY SUMMARY**

This report presents the background, conclusions and recommendations of a water and wastewater cost of service study. The study was completed by updating the cost of service financial model previously developed by Municipal Financial Services Group in 2005. The study is predicated on the use of a cash flow analysis to support the pricing of utility services using a planning period of 5 years (Fiscal Years 2011 - 2015).

### **1. Background**

The water and wastewater financial model was updated/reviewed using the following data/documents:

- Actual revenue and expenses for Fiscal Years 2008 & 2009.
- The FY 2010 and proposed FY 2011 operating budgets for Water and Wastewater.
- The current capital improvement plan, reviewed by Whitman Requardt & Associates (WR&A).
- The current number of fixture counts and the amount of water sold over the past four fiscal years.
- The current cash balances within the Water and Wastewater Fund.

In addition to updating the model with the items listed above, the model took into account the use of impact fees to fund growth-related capital costs. This was accomplished by examining each individual capital improvement project to identify if the project or a portion of the project is attributable to growth. As a result of this analysis, the Town's water and wastewater user rates exclude growth related capital costs. All of the assumptions used in the model (i.e. growth in fixtures, inflation of the expenses, etc.) were also reviewed to ensure that they are still valid based upon review of historical data.

The following conclusions and recommendations were developed during the course of the review/update of the financial model.

### **2. Conclusions**

- The current water usage rate does not produce sufficient revenue to cover the operating revenue requirements for Fiscal Year 2011 or the following years.
- The current water fixture rate produces more revenue than is required to cover the non-growth capital revenue requirements for Fiscal Year 2011. It is proposed that the rate be reduced in 2011 and 2012.
- The current wastewater fixture rate does not produce sufficient revenue to cover operating and non-growth capital revenue requirements for Fiscal Year 2011 or the following years.

- Rates were frozen the last two fiscal years in lieu of following previous rate study's recommendation. It is no longer feasible to freeze the rates as continuing the current rates will deplete reserves.

### 3. Recommendations

- It is recommended that the Town adopt the five-year water usage and fixture rate schedule shown below in order to cover the increased costs of providing water service to our customers over the next five years.

#### Recommended Water Rates

Fiscal Year	Current	2011	2012	2013	2014	2015
Water Fixture Rate	\$2.90	\$2.80	\$2.60	\$2.60	\$2.60	\$2.60
Water Usage Rate (per 1,000 gallons)	\$2.70	\$2.80	\$2.95	\$3.10	\$3.25	\$3.40

- It is recommended that the Town adopt a five-year wastewater fixture rate schedule shown below to cover the increased costs of providing wastewater service to our customers over the next five years.

#### Recommended Wastewater Rates

Fiscal Year	Current	2011	2012	2013	2014	2015
Wastewater Fixture Rate	\$7.05	\$7.60	\$7.95	\$8.20	\$8.45	\$8.45

### 4. Combined Rates

Fiscal Year	Current	2011	2012	2013	2014	2015
Water Fixture	\$2.90	\$2.80	\$2.60	\$2.60	\$2.60	\$2.60
Wastewater Fixture	\$7.05	\$7.60	\$7.95	\$8.20	\$8.45	\$8.45
<b>Combined Fixture Rate Total</b>	<b>\$9.95</b>	<b>\$10.40</b>	<b>\$10.55</b>	<b>\$10.80</b>	<b>\$11.05</b>	<b>\$11.05</b>
<b>% Increase in Combined Rate</b>	<b>0.00%</b>	<b>4.52%</b>	<b>1.44%</b>	<b>2.37%</b>	<b>2.31%</b>	<b>0.00%</b>
Water Usage Rate	\$2.70	\$2.80	\$2.95	\$3.10	\$3.25	\$3.40
<b>% Increase Usage</b>	<b>0.00%</b>	<b>3.70%</b>	<b>5.36%</b>	<b>5.08%</b>	<b>4.84%</b>	<b>4.62%</b>
<b>Average Residential Customer Quarterly Charges</b>	<b>\$158.05</b>	<b>\$164.80</b>	<b>\$169.15</b>	<b>\$174.60</b>	<b>\$180.05</b>	<b>\$182.75</b>
<b>% Change to Total Bill</b>	<b>0.00%</b>	<b>4.27%</b>	<b>2.64%</b>	<b>3.22%</b>	<b>3.12%</b>	<b>1.50%</b>

## 5. Maximum Number of Fixtures

When designing for plant capacities and land use, the Town determines the peak demand for a single-family home. Capacity charges are determined based on fixture counts. The Town has determined that 20 fixtures in a single residential unit place the maximum demand on system capacity and that the installation of fixtures above that amount places no additional burden on the systems. Therefore this rate study proposes to limit the number of fixtures charged for a single-family home or single condominium unit to 20. There are 143 homes with over 20 fixtures for a total of 468 excess fixtures. This change reduces revenues \$1,357 for water fixture fees and \$3,556 for wastewater fees.

## 6. Comparisons

In order to compare the proposed water and wastewater rates with similar communities the following table was developed. It demonstrates the quarterly water and wastewater bill for an average residential customer (someone using 6,000 gallons per month with 11 fixtures).

Municipality	Note	Water	Wastewater	Totals
Annapolis, MD (same since 2004)	(2)	\$37.95	\$54.85	\$92.80
Berlin, MD	(2)	\$45.00	\$137.40	\$182.40
County of Dare, NC	(2), (4), (5), (6)			
Summer Rates		\$142.90	-	
Winter Rates		\$114.28	-	
Newark, MD	(2), (3)	\$121.50	\$121.50	\$243.00
Ocean City, MD (current rates)	(1)	\$80.50	\$77.55	\$158.05
<b>Ocean City, MD (proposed rates)</b>	<b>(1)</b>	<b>\$81.20</b>	<b>\$83.60</b>	<b>\$164.80</b>
Ocean Pines, MD	(2), (3)	\$68.17	\$147.40	\$215.57
Salisbury, MD	(2)	\$78.99	\$143.56	\$222.55
Virginia Beach, VA	(2)	\$46.38	\$173.70	\$220.08
West Ocean City		N/A	\$107.25	

### NOTES:

- (1) - Based on domestic fixture count of 11, and metered water consumption of 6,000 gal. per month
- (2) - Based on average metered water consumption of 6,000 Gal. per month for a 3 mo./90 day period
- (3) - Also includes EDU (Equivalent Dwelling Unit) of \$47.00 per quarter
- (4) - Also based on peak surcharge rate (\$0.50 per 1,000 gal.) for period from April thru September
- (5) - Also includes quarterly fixed charge of \$19.06
- (6) - Rates are for the following areas within the County: Avon, Buxton, Frisco, Hatteras, and Stumpy Point

Prepared by:  
 Martha Bennett Lucey  
 Finance Administrator  
 04/05/2010

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**INTEROFFICE MEMORANDUM**

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**TO:** DENNIS DARE  
**FROM:** TERENCE MCGEAN  
**SUBJECT:** PLUMBING CODE  
**DATE:** 4/8/2010  
**CC:** KEVIN BROWN, MIKE VON BANK, GUY AYRES

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Section 1.8 of the 2006 National Standard Plumbing Code states that permits are required as follows:

**1.8.1 Permits Required**

It shall be unlawful for any individual, partnership, firm or corporation to commence, or cause to commence, any installation, alteration, repair, replacement, conversion or addition to any plumbing system, or part thereof, regulated by this Code, except as permitted in Section 1.8.2, without first obtaining a plumbing permit for each separate building or structure, on forms prepared and provided by the Authority Having Jurisdiction.

**1.8.2 Permits Not Required for the Following:**

- a. Permits shall not be required for the following work:
  1. The stoppage of leaks in drains, soil, waste or vent pipes. However, should the defect necessitate removal and replacement with new material, it shall constitute new work and a permit shall be obtained and inspection made as required in this Code.
  2. The clearing of stoppages.
  3. The repairing of leaks in valves or fixtures.
  4. The removing and reinstallation of a water closet for a cleanout opening provided the reinstallation does not require replacement or rearrangement of valves, pipes or new fixtures.

In other words, the code requires a permit to replace ANY plumbing fixture for any purpose. Because the State of Maryland has adopted this code and requires local jurisdictions to follow the State code, we have been enforcing the permit requirements based on the above language. However, although the State did adopt the National Standard Code, they also adopted modifications to that code including the omission of section 1.8 in its entirety. Therefore, I believe that we, as a local jurisdiction, may adopt and amend this section of plumbing code as we see fit.

Kevin Brown, Mike Von Bank and I have met and we are proposing that the Mayor and Council adopt section 1.8 of the National Standard Plumbing Code as modified in the enclosed attachment. The proposed modifications would, in general allow, the replacement of many domestic plumbing fixtures, including ELECTRIC hot water heaters without a permit provided no changes are made to

pipes, valves, traps etc. . . Please note that a licensed plumber is still required to perform the work where required by State Law.

We believe that the proposed changes are fair and reasonable and reflect standard practice in other communities.

*Proposed Ocean City Amendment of:*

**Page 4 of 2006 National Standard Plumbing Code-Illustrated:**

**ADM 1.8 Permits**

**1.8.1 Permits Required**

It shall be unlawful for any individual, partnership, firm or corporation to commence, or cause to commence, any installation, alteration, repair, replacement, conversion or addition to any plumbing system, or part thereof, regulated by this Code, except as permitted in Section 1.8.2, without first obtaining a plumbing permit for each separate building or structure, on forms prepared and provided by the Authority Having Jurisdiction.

*All persons, firms or corporations performing or assisting in providing plumbing and/or gas fitting services with the corporate limits of the Town of Ocean City are required to hold the appropriate license by the State Board of Plumbing. They are also required to hold a business license with the Town of Ocean City.*

*Only an approved Maryland Master Plumber/Gas Fitter, Maryland Master Plumber, Maryland Master Gas Fitter or an individual with a Maryland Propane Gas Fitter Certification shall obtain a plumbing permit. (All should be labeled "Insured to Work".)*

*All applicants who apply for a Plumbing/Gas Fitter Permit in the town of Ocean City, Maryland shall provide a current license issued by the Maryland State Board of Plumbing, current business address with phone and fax number, and, their employees shall be registered with the Town of Ocean City Plumbing Inspector and the Maryland State Board of Plumbing.*

**1.8.2 Permits Not Required for the Following:**

a. Permits shall not be required for the following work:

1. The stoppage of leaks in drains, soil, waste or vent pipes. However, should the defect necessitate removal and replacement with new material, it shall constitute new work and a permit shall be obtained and inspection made as required in this Code.
2. The clearing of stoppages.
3. The repairing of leaks in valves or fixtures.
4. The removing and reinstallation of a water closet for a cleanout opening provided the reinstallation does not require replacement or rearrangement of valves, pipes or new fixtures.
5. *Removal and replacement, or repair of existing domestic/residential lavatory faucets, domestic/residential kitchen faucets, domestic/residential laundry tray faucets and shower heads provided such replacement does not involve or require the replacement or rearrangement of any portion of the drainage and venting plumbing system, valves, water pipes, backflow devices or traps.*
6. *Removal and replacement, or repair of existing domestic/residential clothes washing machines, domestic/residential food waste grinder (garbage disposals), and domestic/residential dish washers provided such replacement does not involve or require the replacement or rearrangement of any portion of the drainage and venting plumbing system, valves, water pipes, backflow devices or traps.*
7. *Removal and replacement, or repair of existing domestic/residential electric water heaters and domestic/residential electric tankless water heaters provided such replacement does not involve or require the replacement or rearrangement of any portion of the drainage and venting plumbing system, valves, water pipes, backflow devices or traps.*

b. Exemptions from obtaining a permit required by this Code shall not be construed as to authorize any work to be performed in violation of the Code.

Recreation & Parks Committee  
March 30, 2010

1. Call to Order: The meeting was called to order at 9:03 AM at Northside Park. Present were Jim Hall, Lloyd Martin, Dennis Dare, John Sullivan, Susan Petito, Butch Arbin and Tom Shuster. Also present was Bryan Russo of the Dispatch.
2. Approval of Minutes: The minutes of February 23, 2010 were approved as presented.
3. Winterfest Update: Tom Shuster reported that the staff has withdrawn its recommendation to increase the Winterfest train ride from \$4.00 to \$5.00 per person.  
  
Tom Shuster also provided a 3-year analysis of expense, revenue and economic impact of the Winterfest of Lights at Northside Park. Jim Hall asked that the report be attached to the minutes.
4. Price and Fee Schedule Proposal: Tom Shuster presented the proposed Price, Fees and Charges Schedule for FY 2010-2011. Jim Hall asked if more information about costs and revenue could be provided about one or more specific program such as Camp Horizon. The staff will provide a report on Camp Horizon. The Committee approved the Price and Fee Schedule for FY 2010-2011.
5. Surfing Beach Schedule for 2010: Butch Arbin presented the Surfing Beach Schedule for 2010. The schedule includes a North Surfing Beach, a South Surfing Beach and the fixed Surfing Beach at the Inlet Parking Lot. The Committee approved the Schedule and directed Butch to distribute the schedule to the public.

The meeting adjourned at 9:46 AM.

## WINTERFEST OF LIGHTS

3 Year Comparison of Costs, Revenues & Economic Impact

	FY 2008	FY 2009	FY 2010
<b>EXPENSE</b>			
Parks Labor at NSP (w/o benefits)	\$126,754.00	\$131,682.00	\$123,531.00
Special Events Operations of Winterfest at NSP	\$331,394.00	\$360,248.00	\$322,320.00
Total Operational & Labor Costs at NSP	\$458,148.00	\$491,930.00	\$445,851.00
<b>REVENUE</b>			
Winterfest Revenue at NSP	\$368,688.00	\$339,893.00	\$330,870.00
<b>NET GAIN (LOSS)</b>	(\$89,460.00)	(\$152,037.00)	(\$114,981.00)
<b>ECONOMIC IMPACT ON LOCAL ECONOMY*</b>	\$760,525.00	\$816,603.00	\$740,120.00
<b>OTHER RELATED EXPENSE</b>			
Public Works labor to decorate town and support Winterfest **	\$58,803.00	\$54,583.00	\$46,033.00

Note: FY 2009-2010 based on year to date

\* The Winterfest Economic Impact Study conducted by Texas A&M University in 2000 concludes that for every \$1.00 spent by the Town, \$1.66 in economic impact was created in personal income.

\*\* Staff estimated \$10,000 of Public Works labor attributable to work done in support of Winterfest at NSP

OCEAN CITY TOURISM COMMISSION MEETING  
THURSDAY, APRIL 1, 2010 – 3:00 PM  
ROLAND E POWELL CONVENTION CENTER  
ROOM 214

CALL TO ORDER

Mary Knight called the meeting to order. Members present included: Mary Knight, Susan Jones, Lloyd Martin, Margaret Pillas, Melanie Pursel and Michael James. Members absent included: Mayor Meehan. Staff present included: Dennis Dare, Fred Wise, Rick Hamilton, Donna Abbott and Deb Turk. Guests present included: Christine Cullen representing Ocean City Today, Jon Tremellen representing OC Hotel-Motel-Restaurant Association and John Gehrig representing OC Chamber of Commerce.

APPROVAL OF MINUTES OF MARCH 4, 2010

Motion by Lloyd Martin, Seconded by Michael James to accept the minutes from the March 4, 2010 Tourism Commission Meeting as submitted. The motion was unanimous.

UPDATES

DEPARTMENT OF TOURISM (Advertising): Deb Turk stated being very busy and getting ready to launch the “Insiders” into the ococean.com website, working on Iphone app and should be launched in a week or two, working on deals page of the website, cable and online advertising to begin mid-May, also working on FY11 budget and presentation to Mayor and Council.

OFFICE OF THE CITY MANAGER (Communications/Public Relations): Written report attached to agenda packet. Donna Abbott added 14 of the 21 “Insiders” were in town this past weekend and thanked the tourism partners for hosting them. Donna stated the press kits produced by MGH have been distributed. Donna reported the media tour with the Mayor (in Baltimore) was very successful with 8 media outlets involved (calculated value of almost \$40,000).

CONVENTION CENTER (Operations/Expansion): Sales report attached to agenda packet. Rick Hamilton reported the plans for expansion are moving forward in schematic design with Becker Morgan (Salisbury MD) and meeting bi-weekly, interviews have been held for the construction manager and discussions are ongoing regarding the budget and feasibility study. Fred Wise stated new business includes a gymnastic event in May 2010 with 950 expected, two residential auctions, a motivation summit with 700 expected and two mixed martial arts matches (June and August 2010).

DEPARTMENT OF REC & PARKS/SPECIAL EVENTS: No written report.

WORCESTER COUNTY TOURISM: Written report attached to agenda packet.

O C CHAMBER OF COMMERCE: Written report attached to agenda packet. Melanie Pursel added the Chamber have sponsored several lunch and learn seminars on how to promote your business on Facebook. Other projects include taking over the duties of the seasonal work force committee, attended the Wallops Island Space Coast meeting, weekly conference calls with Dennis Rasmussen regarding legislative issues, setting up a informational session on new unemployment laws with Secretary of Labor Alex Sanchez and the local business community and reported there is discussion amongst the legislature to keep some of the visitor centers around the state open.

EDC=ECONOMIC DEVELOPMENT COUNCIL: No written report. Michael James reported the next meeting is May 5.

OC HOTEL-MOTEL-RESTAURANT ASSOCIATION: Written report attached to agenda packet. Susan reported tentative dates for Hotel Week are August 22-September 2, 2010.

MD TOURISM DEVELOPMENT BOARD: No written report.

#### CLOSED SESSION

Motion by Lloyd Martin, Seconded by Michael James to go to closed session to discuss contractual matters. The motion was unanimous.

#### ADJOURNMENT

After the closed session to discuss contractual matters, the meeting was adjourned.