

Collective Bargaining Agreement
between the Town of Ocean City and the
Ocean City Lodge No. 10,
Fraternal Order of Police, Inc.

Effective July 1, 2015 - June 30, 2018

Town of Ocean City, Maryland and Ocean City Lodge No. 10, FOP
Collective Bargaining Agreement
July 1, 2015 – June 30, 2018

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) made and entered into this 6 day of April 2015, effective July 1, 2015, by and between THE TOWN OF OCEAN CITY, MARYLAND (hereinafter referred to as the “Employer”) and the OCEAN CITY LODGE NO. 10, FRATERNAL ORDER OF POLICE, INC. (hereinafter referred to as the “FOP”).

ARTICLE 1 RECOGNITION

Pursuant to the provisions of the Labor Code for Ocean City, Maryland, Chapter 42 of Article IV of the Code, the Town of Ocean City, Maryland, (herein “the Employer”) recognizes Ocean City Lodge No. 10, Fraternal Order of Police, Inc. as the sole and exclusive representative of all full time sworn police personnel below the rank of Lieutenant (herein referred to as “Employees or Employees in the bargaining unit”) with the exception of (a) those police employees determined to be confidential by the Employer in accordance with the Ocean City Labor Code, (b) seasonal police officers, (c) probationary police employees and (d) all sworn members of the Fire Marshal’s Office. Solely for the purposes of this Agreement and FOP membership and representation, “probationary police employee” means any sworn police employee who has not completed entrance level training, and this in no way modifies the probationary period as defined in the Law Enforcement Officers’ Bill of Rights, Public Safety Article, Title 3, Sub-Title 1 of the Annotated Code of Maryland.

The following positions have been determined to be confidential positions:

- Lieutenants and Captains
- Acting Lieutenants and Acting Captains who volunteer to accept such positions.

ARTICLE 2 CHECK-OFF

The Employer agrees to deduct FOP dues and service fees, when applicable, without cost to the FOP from the pay of any eligible employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Ocean City Labor Code as set forth in Article 3 of this Agreement. The Employer shall transmit all such monies withheld to the FOP within fourteen (14) days of said deduction. The Employer agrees to supply the FOP or its designee with a dues and service fee deduction computer printout on a quarterly basis

throughout the term of this Agreement. Said printout shall include each individual's name, workplace, annual salary, and amount deducted per pay period.

Said 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.

The FOP 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 FOP.

Pursuant to the Ocean City Labor Code, Section 42-80, no other employee organization shall be entitled to check off dues and service fees from sworn police personnel.

ARTICLE 3 LODGE SECURITY

All eligible employees covered by this Agreement who are (a) employed after July 1, 2004 and elect not to join or remain members of the FOP or (b) who were employed prior to July 1, 2004 and had previously executed membership or dues authorization cards as members of said FOP, but hereafter 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 FOP, during the period that said FOP retains its certification, in an amount not to exceed seventy-five (75%) of the then current FOP dues in order to defray the costs incurred by the FOP in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an Impasse or Arbitration Panel or arbitration 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 FOP is the employees' exclusive representative as a result of its certification. The service fee provision as outlined herein shall apply if the FOP demonstrates that ten (10%) percent or more of the total employees eligible to be included within an appropriate unit decline to authorize dues deductions imposed by said FOP.

The FOP 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 FOP.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Employer retains all of the rights provided to it under the Labor Code for Ocean City, Maryland, and all rights and powers reserved to it under the Ocean City Code and Charter.

**ARTICLE 5
NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the FOP is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans with Disabilities Act (ADA), or sexual orientation.

**ARTICLE 6
GRIEVANCE AND ARBITRATION PROCEDURE**

A. This article sets forth the grievance procedure which shall apply and be limited to any grievance, as defined in the Ocean City Labor Code, as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misrepresentation or misapplication of the rules or regulations of the Mayor and City Council of Ocean City, Maryland, municipal corporation, or the employer affecting the terms and conditions of employment. All grievances shall be settled in the following manner:

Step 1:

The aggrieved employee will submit his/her 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, on the approved grievance form to his/her Lieutenant or if there is no Lieutenant in the division, then to his/her Division Commander. The writing shall state specifically the substance of the grievance and identify the aggrieved employee. The Lieutenant/Division Commander or his/her designee shall meet with the aggrieved employee and his or her designated Lodge Representative to discuss the grievance within seven (7) calendar days of receipt of the grievance form and shall reply to the employee, in writing, within seven (7) calendar days after the meeting.

Step 2:

If not resolved at Step 1, the aggrieved employee shall file the grievance on the approved form with the Chief of Police within seven (7) calendar days of receipt of the Step 1 decision. The writing shall state specifically the substance of the grievance and identify the aggrieved employee. The aggrieved employee and, at his or her discretion, a Lodge Representative shall meet with the Chief of Police or his or her designee within seven (7) calendar days of the filing of the grievance at this step to discuss its substance and possible resolutions. The Chief of Police or his or her designee shall give his/her decision in writing within seven (7) calendar days after the aforesaid meeting.

Step 3:

If the grievance is not resolved at Step 2, the employee may present the grievance in writing on the approved form to the City Manager and/or his/her designees within seven (7) calendar days of the receipt of the Step 2 decision. The City Manager and/or his designees shall meet with the aggrieved employee and, at his or her discretion, a designated Lodge Representative within seven (7) calendar days of the receipt of the grievance and shall give his/her 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 aggrieved party or the FOP may, within fourteen (14) calendar days of the completion of Step 3, initiate binding arbitration by written notice to the City Manager and the Labor Commissioner of the decision to arbitrate.
- (b) Within seven (7) calendar days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If after the seven (7) calendar days such attempts fail, within fourteen (14) calendar days thereof, the party initiating binding arbitration shall request a panel of seven (7) names from the Federal Mediation & Conciliation Service or the American Arbitration Association. Within fourteen (14) calendar days after receipt of the panel, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.
- (c) Briefs shall be filed only if the arbitrator determines they are necessary.

- (d) The arbitrator's decision shall be final and binding on all parties.
 - (e) The Employer cannot present a grievance to the arbitration step.
 - (f) The cost of any arbitration proceedings under this Agreement shall be borne by the losing party. If the employee chooses to arbitrate his or her grievance without the approval of the FOP and shall lose the grievance, the aggrieved employee shall be solely responsible for the cost of the arbitration.
- B. The FOP shall be the exclusive representative in all grievance matters, except that an employee may represent himself/herself in accordance with the grievance procedures set forth herein.
 - C. All grievances in writing shall be filed on a form developed jointly by both parties. The grieving employee shall retain a copy of the grievance form submitted.
 - D. If the Employer fails to provide an answer to the grievance within the time limits so provided, the employee with or without his/her FOP representative may immediately appeal to the next step.
 - E. The employee or FOP failing to act upon a grievance within the time limits so provided forfeit their right to advance further in the grievance process.
 - F. 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 7
FOP REPRESENTATIVES

- A. The FOP may appoint up to four (4) grievance representatives to investigate and process grievances on behalf of the bargaining representative.
- B. A written list of Lodge Representatives shall be furnished to the Chief of Police immediately after their designation and the FOP shall notify the Chief of Police promptly of any change of such representatives.
- C. After giving seven (7) calendar days notice to the Division Commander, one (1) FOP Representative shall be granted reasonable time off during working hours with pay at an Employee's regular rate 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 Department.

**ARTICLE 8
OVERTIME AND HOURS OF WORK**

- A. All Employees of the bargaining unit assigned to work in the Criminal Investigation and Patrol Divisions shall be paid overtime at one and one-half their regular hourly rate of pay for all hours worked in excess of forty-two (42) hours during each seven (7) day period. Employees assigned to or working in the Support Services Division shall be paid overtime at one and one-half their regular hourly rate of pay for all hours worked in excess of eighty-four (84) hours during a fourteen (14) day period. All bargaining unit Employees covered by this Agreement shall be required to have supervisory approval prior to working any hours outside their regularly scheduled tour of duty. *See Appendix I* referencing the schedule of workweeks.
- B. Each workday shall include roll call and a one-half (1/2) hour lunch period. Employees participating in a roll call session or one-half hour lunch break shall be in an on-duty status and subject to immediate call as determined by the demand for police service.
- C. All days or hours of paid leave, except holidays and sixteen (16) personal hours, shall not be treated as days or hours worked.
- D. If the Department initiates a change in an Employee's regularly scheduled days and hours worked, said Employee shall be notified at least seven (7) days in advance of the changes in an Employee's regularly scheduled hours and days worked which requires the Employee to work new or additional hours unless the Employee waives the notice requirement. In the event the Department changes an Employee's work schedule with less than the required seven (7) day notice without securing a waiver from the affected Employee, the Employee shall be entitled to an additional three (3) hours pay at their regular hourly rate of pay for each shift worked outside of the regular schedule. For purposes of this section, notice shall be by and be deemed made when the Department sends written notice electronically to the Departmental mail addresses of the Employees, or at the Employee's option to the Employee's personal e-mail address.

The Department shall not be required to give such notice, nor shall the Employee be entitled to additional compensation as stated herein, for such operations and investigations that occur

in the CID, QRT, PIO, Accident Investigation, Evidence Technician, Forensic Computer Technician, Drug Recognition Expert, Canine (K-9) and Interpreters

Sections/Units/Personnel where such seven (7) day notice cannot be given, and call-outs equal to or less than one hour, for shift carry-overs, or assignments resulting in such, in the case of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police but excluding scheduling changes for training and as a result of manpower shortages.

- E. Seven Consecutive Days of Work – An Employee shall not be scheduled to work more than 6 (six) days in any consecutive 7 (seven) day period except for the Sections/Units and circumstances described in the last paragraph of Section D of this Article 8.
- F. Compensatory Leave Credit - All Employees of the bargaining unit who so request shall receive overtime in the form of compensatory leave credit at a rate of one and one-half (1.5) hours for each overtime hour worked in accordance with the provisions as set forth in Section A herein. Employees may not accrue more than sixty (60) hours of compensatory leave credit. Upon attaining a balance of sixty (60) hours, an Employee shall receive overtime pay as set forth in Section A. herein for all additional overtime hours worked until his/her compensatory leave credit balance falls below sixty (60) hours.
- G. Detail Outside of Regularly Scheduled Hours of Work – Employees who are detailed by special order during “off duty hours” shall be compensated at a rate of three (3) hours minimum overtime pay. All hours physically worked beyond the three (3) hour minimum shall be compensated at an hour-for- hour rate (overtime rate for work during off duty hours or regular rate for work during regular scheduled hours). Employees will not be compensated for the three (3) hour overtime minimum when a portion of this time is considered regular scheduled duty hours. In such cases, an Employee shall only be paid overtime for the off-duty hours actually worked. As used in this subsection G, the term “off-duty hours” means hours an Employee is required to work other than his/her assigned duty hours. Due to the complex nature of many assignments detailed through special order, the Employer shall have the right to rearrange work schedules of Employees to minimize overtime pay/accrual as it deems necessary.
- H. Duplication or Pyramiding of Premium or Overtime Pay – There shall be no duplication or pyramiding in the computation of overtime or other premium wages other than as

specifically set forth in Article 9, Section H of this Agreement entitled Specialty Pay 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 9 WAGES AND PREMIUMS

A. Purpose of Article – The purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium wages.

B. Regular Wages and Pay Rates

“Regular Wages” is defined as the annual pay for an Employee’s pay step within the pay grade assigned to that Employee’s regular classification.

“Regular Rate” of pay is defined as the straight-time rate of pay per hour for an Employee’s pay step within the pay grade assigned to that Employee’s regular classification.

C. Pay Schedule and Adjustments to Pay - The pay schedule effective July 1, 2015, for all Employees shall be as set forth in Appendix IV of this Agreement. Adjustments to Pay shall be made as follows:

January 1, 2016 – the Employer shall pay Employees a 2% cost of living increase as set forth in the FY 16 Wage Scale attached as Appendix IV.

January 1, 2017 – the Employer shall pay Employees a 2% cost of living increase as set forth in the FY 17 Wage Scale attached as Appendix IV. In addition, the Employer will advance all Employees who are eligible to progress on the Wage Scale set forth in Appendix IV 1 step from the Employee’s step position on December 31, 2016.

January 1, 2018 – the Employer shall pay Employees a 2% cost of living increase as set forth in the FY 18 Wage Scale attached as Appendix IV. In addition, the Employer will advance all Employees who are eligible to progress on the Wage Scale set forth in Appendix IV 1 step from the Employee’s step position on December 31, 2017.

D. Acting Out of Class Pay

An Employee who has completed his/her probationary period and who is temporarily assigned to work in a classification in a higher pay grade than his/her regular classification for a period in excess of five (5) consecutive regular work days, shall be paid for all hours worked in such higher pay grade at either five percent (5%) above the regular rate for his/her classification or the minimum rate for the higher pay grade, whichever is greater.

E. Court and Call-In Pay

(1) An Employee who is required under the authority of a subpoena to appear as a witness for the State or City in a criminal, civil or administrative proceeding shall receive either a minimum of three (3) hours pay, or compensatory leave credit, at the appropriate overtime rate, or the actual number of hours worked at the appropriate overtime rate, whichever is greater, for; (i) all hours worked on a scheduled off day; or (ii) all hours not contiguous to his/her individual work schedule.

(2) An Employee who is required to attend court as stated in E (1) above during hours outside of his/her individual work schedule, but who is allowed (by an appropriate officer of the court) to be "on-call", i.e., to be accessible by telephone and able to report to court within one (1) hour, shall receive three (3) hours pay, or compensatory leave credit, at the appropriate overtime rate, at the Employees choice and subject to the limits of Article 8F. The Employee shall notify the Employer of such designation within twenty-four (24) hours of such call. It shall be the responsibility of all Employees placed in an "on-call" status (by an appropriate officer of the court) to immediately notify the Departmental Court Monitor or his/her designee.

F. Field Training Pay – An officer who is properly assigned to and actually furnishes field training to probationary non-seasonal and seasonal Police Officers shall receive a field training allowance of one dollar twenty-five cents (\$1.25) per hour for each hour worked as a field-training officer for seasonal officers, and one dollar seventy-five cents (\$1.75) per hour for each hour worked as a field-training officer for probationary non-seasonal officers.

G. Specialty Pay – Specialty pay may be pyramided. Employees who qualify for more than one specialty pay will receive the highest specialty pay available to the Employee. An

Employee with eligibility for an additional specialty pay shall receive fifty percent (50%) of the next highest specialty pay category for which he/she is qualified. Thereafter, no further specialty pay will be given for those Employees who qualify for more than two (2) specialty pay classifications.

Employees assigned to the following positions are entitled to specialty pay at the following rates:

Accident Reconstruction

- i. Investigator with certification in pedestrian, motorcycle and commercial motor vehicle collision investigation by an accredited organization or school and on the Police Department's active on-call roster. \$ 500.00/year
- ii. Investigator trained by the Maryland State Police, Florida Institute of Police Management, Northwest Institute or Texas A.M. and on the Police Department's active on-call roster. \$ 500.00/year

Quick Response Team Members

- Tactical Members: \$ 500.00/year
- Negotiation Members: \$ 500.00/year

Evidence Technician /Forensic Computer Technician \$ 500.00/year

To receive the Evidence Technician Specialty Pay, the Employee must have eighty (80) hours of evidence technician training. This training shall include both a basic and an advanced school above training received during the member's entrance level training. To receive the Forensic Computer Technician specialty pay, the Employee must attain one of the following certifications: "Certified Forensic Computer Examiner" or a "Certified Electronic Evidence Collection Specialist" by the IACIS. For each of the specialty categories, Employee must also be on the agency's active on-call roster.

Intoximeter Operator \$ 500.00/year

Polygraph Examiner \$ 500.00/year

Mounted Unit \$ 500.00/year

Fluency in Spanish \$ 1,000/year

Fluency in Russian \$ 1,000/year

Fluency in any foreign language identified by the Chief of Police from time to time in his/her sole discretion \$ 1,000/year

Criminal Investigation Division

\$ 500.00/year

Drug Recognition Expert

\$ 500.00/year

This specialty requires state certification as drug recognition expert (certificate) and maintaining certification as required.

- H. K-9 Pay – Any Employee trained and certified as a K-9 officer shall receive additional compensation (on or off-duty) for each week that the Employee has a Departmental issued K-9 in his/her care and custody. K-9 officers shall receive seventeen dollars (\$17.00) per day except those days on which the K-9 is boarded in accordance with this section. Such pay shall not be counted as time worked. When the K-9 Officer is unable to furnish care and supervision of the K-9 during vacation leave, the Employer shall provide contracted boarding. All K-9 officers shall be assigned a take home vehicle for transporting the K-9.
- I. Inclement Weather Pay – When the Employer closes offices on a business day due to inclement weather or other similar national disasters, an Employee who is required to work on said day(s) shall be paid at his/her overtime rate for all hours worked in accordance with the overtime provisions as defined in this Agreement.
- J. Travel Pay – When the Department requires an Employee to be detailed to a location that is more than forty-five (45) miles from Ocean City, Maryland, any travel time shall be deemed to be on duty and compensated in accordance with this Agreement.

ARTICLE 10 CLOTHING ALLOWANCES

- A. Uniforms and Equipment - All uniforms and equipment, both initial issue and promotional, are set forth in Appendix II of this Agreement. In the event that the uniforms or equipment detailed in Appendix II are damaged through no fault of the Employee, become worn through normal use, or are determined to be unsafe by the Police Chief, such uniforms or equipment shall be replaced at no cost to the Employee.
- B. Plain-Clothes Allowance - Employer shall pay a plain-clothes allowance of one thousand two hundred fifty dollars (\$1,250.00) per year to Employees assigned on a non-temporary basis to the Criminal Investigation Division, Narcotics, and Intelligence. Reimbursement shall be made by the Employer no sooner than the first full pay period following July 1 of each fiscal year. If an Employee becomes eligible for the plain clothes allowance after the start of a

fiscal year, the Employer shall pro-rate the plain clothes allowance in increments of one twenty-sixth of one thousand two hundred fifty dollars (\$1,250.00) and pay the pro-rated plain clothes allowance to the Employee on the first pay period following the date on which the Employee becomes eligible. The Employees shall not be required to submit receipts as a condition precedent to receiving the plain-clothes allowance.

- C. Shoe Allowance - Employer shall pay a shoe allowance of one hundred twenty dollars (\$120.00) to be paid to the vendor or reimbursed to the employee no sooner than the first full pay period following July 1 of each fiscal year.

ARTICLE 11 HEALTH AND WELFARE

- A. The Employer agrees to maintain the current health insurance benefits, as set forth in 11.B, to employees and their eligible dependents during this Agreement.
- B. Cost sharing, by payroll deduction, for the monthly premium for the level of health coverage that each full-time employee is eligible for and elects shall be as follows:

PPO – Employer share = 80%
Employee share = 20%
Cost share increase (85/15 to 80/20) effective January 1, 2016

HMO – Employer share = 90%
Employee share = 10%

High Deductible Plan with an HSA – Employer share = 85%. In addition, the Employer will contribute, each plan year, the following amounts to an Employee's HSA as follows: individual coverage - \$1300; family coverage - \$2600.
Employee share = 15%

Eligible employees hired on or after July 1, 2015 shall only be eligible to enroll in the high deductible plan.

Health Insurance Coverage is an IRS Section 125 Pretax/after tax option for the premium co-shared by the insured.

- C. Officers hired before July 1, 2005, vested with 15 or more years of service, and officers hired on or after July 1, 2005 and before July 1, 2011, vested with 25 or more years of service, who retire during the life of this Agreement shall have a choice of two (2) programs for health care coverage on an 80% Employer and 20% retiree monthly premium co-share basis:
1. Preferred Provider Organization (living in current service area)
 2. Indemnity Plan (living out of service area)
- D. Officers hired after July 1, 2011, vested with 25 or more years of service, who retire during the term of this Agreement, are eligible to participate in the Employer's retiree health care

plans and shall receive a retiree benefit amount of \$663 per month until reaching age 65 or Medicare eligibility age. This benefit amount will be increased each July 1 by the same percentage increase of the Employer's premium cost for retiree health care as provided for in 11.C. up to a maximum increase of 3% per year.

- E. The Employer shall pay 100% of the following life insurance coverage for the employee:
 - Group life insurance with coverage 200% of annual salary not to exceed \$200,000 after completion of one (1) year of service. This policy also includes 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. The Employer shall pay 100% of the cost of long-term disability coverage after the first year of service. There is a six-month qualifying period.
- G. The Employer shall pay the group membership fee for the blood bank for full-time employees and retirees.
- H. The Employer provides ambulance service to employees and their dependents within or from the city limits.
- I. The Employer shall provide bus service within the city limits at no charge to employees upon presentation of their identification card.
- J. Tuition reimbursement shall be offered to full-time Employees after 6 months of employment to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year. Tuition shall be reimbursed when the Employee leaves within one (1) year of completed courses.

ARTICLE 12

PENSION PLAN, RETIRED MEMBERS & LINE OF DUTY DISABILITY BENEFIT

- A. 1. Employees hired before April 13, 2011 who retire on or after July 1, 2006, 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 36 month final average monthly compensation in accordance with the PSEPP trust agreement. Employees are required to contribute 8% of their annual salary to the PSEPP to date of retirement or the

date on which a DROP participant terminates employment, whichever is earlier. The pension calculation date shall change the actual anniversary date of each employee.

2. The current Public Safety Employees Pension Plan (PSEPP) shall be amended as of July 1, 2013 to provide as follows: Employees hired after June 30, 2011 shall be enrolled in the PSEPP as of July 1, 2013 or, if later, their respective dates of hire with service credited for benefit and vesting purposes from their respective dates of hire whether before or after July 1, 2013. Under the PSEPP, those Employees who elect a single life annuity as defined in the PSEPP shall, upon attainment of age 55 and completion of 25 years of service, receive normal retirement benefits as monthly income payable for life in an amount equal to 60% of the 60 month 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 June 30, 2013 as follows:

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

Each Employee who is enrolled in the PSEPP as of July 1, 2013 shall no longer participate in the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust and the Employee's accrued benefits under that plan shall be actuarially converted and, along with corresponding assets, be transferred directly to and merged into the PSEPP and used to fund the Employee's benefit accrued under the PSEPP benefit formula.

- B. Employer will contribute a 25% match of deferred compensation employee contributions up to a maximum match of five hundred dollars (\$500) per year per employee to the ICMA Retirement Corporation 457 plan.
- C. Retiree Death Benefit - There shall be a retiree death benefit in the amount of Ten Thousand Dollars (\$10,000.00) for employees retiring during the duration of this Agreement.
- D. Employer shall amend the PSEPP to provide a voluntary Deferred Retirement Option Plan (DROP) for eligible employees in accordance with Appendix V.
- E. Line of Duty Disability Benefit. The Employer shall provide the following benefits for an Employee who is injured in the line of duty:

1. Eligibility - An Employee shall be eligible for line of duty disability benefits under this Section if the Employee sustains a catastrophic physical injury in the line of duty which results in:
 - a. extensive physical brain damage causing total incapacity or
 - b. the loss of or loss of use of any combination of two or more:
 - i. hands;
 - ii arms;
 - iii. feet;
 - iv. legs, or
 - v. eyes; or
 - c. total inability to perform any job function as a sworn police officer.
2. Determination of Eligibility - The determination of eligibility for a benefit under this Section shall be made by the Mayor and City Council in their sole discretion and this decision shall be final and binding on all parties. The Mayor and City Council shall have the right to appoint an impartial hearing officer to render an advisory opinion on the question of eligibility.
3. Application and Submission of Supporting Information: An Employee shall submit an application for a benefit under this Section on a form provided by the Employer no later than 1 year after the date of injury. At the time of the application, the Employee shall submit medical documentation supporting eligibility.
4. Benefit Payable to the Employee Prior to normal retirement date - Subject to the provisions of this Section, an Employee determined to be disabled pursuant to this Section shall receive 100% of the Employee's straight time annual compensation based upon the Employee's rank as of the date of injury. Such Benefit payment shall commence as of the date of the injury. The Employee shall apply for other benefits provided by the Employer including benefits under workers compensation, long-term disability and United States Social Security, and any such benefits that are paid to Employee shall count toward the benefit payable under this Section. Subject to the provisions of this Section, the disability benefit shall continue until the Employee would have reached his or her normal retirement date under the terms of the PSEPP then in effect. The Employee shall be deemed to be discharged from employment as of the date of the commencement of the Benefit payable in this subsection, subject to the benefits set forth in Paragraph 5.

5. Line of Duty Retirement Benefit Payable - An Employee who is determined to be disabled under the terms of this Section, shall continue to contribute to and accrue service under the PSEPP until that Employee would have reached his or her normal retirement date under the terms of the PSEPP then in effect. At that time, the Employee shall receive a pension benefit under the terms of the Plan calculated based on 25 years of service at his or her normal retirement date and final average pay based on the Employee's last date of actual work as a sworn police officer.
 6. Option to Employ in Another Position - In lieu of paying the Benefit payable prior to attainment of normal retirement date, the Employer shall have the option to require the Employee to work in a position outside the bargaining unit, provided that the Employee is qualified and capable of performing the essential functions of the position. While employed in such position, the Employee shall be paid at no less than his/her straight time annual compensation based upon the Employee's rank as of the date of injury with such adjustments in pay and service credit under PSEPP as if the Employee worked in the bargaining unit.
- F. The Employer shall distribute a booklet to all employees explaining all of the retirement benefits available by July 31, 2008, and thereafter when any plan changes occur.
- G. 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.
- H. Military Service and Seasonal Officer Service Credit – All employees with active military service with the armed forces of the United States or the State of Maryland including the U.S. Coast Guard, and/or seasonal officer service for the Employer shall be entitled to be credited for each month of military service and/or seasonal officer service as defined in the plan to reach eligibility for a normal retirement benefit up to a combined maximum of thirty-six (36) months.

**ARTICLE 13
TRANSFERS**

- A. Seasonal Deployment - When the Department initiates a change in deployment (summer/winter), the affected employee(s) shall be given a thirty (30) day notice prior to the effective date of the deployment unless the employee and the Department mutually agree to modify the notice requirement.
- B. Divisional Transfers - When the Department initiates a divisional transfer of an employee, said employee shall be given seven (7) days' notice prior to the effective date of transfer unless the employee and the Department mutually agree to modify the notice requirement.
- C. Special Event Detail - When the Department initiates a Special Event detail of an employee, said employee shall be given seven (7) days' notice prior to the effective date of the special event detail unless the employee and the Department mutually agree to modify the notice requirement.
- D. Emergency Transfers - The notice provisions in this article shall not apply for transfers and special event detail due to employee illness, injury, non-notice leave, discipline, suspension, natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police.

**ARTICLE 14
VACATIONS, HOLIDAYS, DAYS OFF AND SPECIAL LEAVE**

- A. Employees of the bargaining unit shall be entitled to ninety-six (96) hours of holiday leave during the contract year for the following stated holidays as specified in Appendix III.

Fourth of July	Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King
Veteran's Day	President's Day
Thanksgiving	Memorial Day
- B. Employees who work on Thanksgiving Day and December 25th, between 0001 hrs. and 2400 hrs. or December 31st from 0600 hrs. through 0600 hrs. January 1st shall be paid at one and one half times their regular rate of pay.
- C. Each employee shall accrue sixteen (16) personal leave hours per calendar year to be used within the calendar year.

D. Annual leave - All employees in the Bargaining Unit shall be entitled to receive paid annual leave accrued in accordance with the following schedule:

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

Requests to use annual leave will be granted whenever minimum manpower staffing requirements, as determined from time to time by the Chief of Police, are met based on the earliest date each request is made without regard to seniority.

- E. Sick Leave - All employees in the Bargaining Unit shall be entitled to receive paid sick leave accrued at the rate of eight (8) hours per calendar month to a maximum of two-hundred forty (240) hours. The use of sick leave shall be in accordance with the employer's personnel policy.
- F. Jury Leave – An employee of the bargaining unit shall be entitled to leave with pay for all regularly scheduled work hours that he/she is required to serve as a member of a jury. Any compensation received by the employee shall be reimbursed to the employer.
- G. Military Leave – An employee of the Bargaining Unit who serves in a military training or reserve program of the Armed Forces of the United States shall be entitled to leave with pay, provided he/she offers valid proof of such military service. In no event, however, shall military leave exceed a maximum of ten (10) regularly scheduled workdays 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.
- H. Bereavement Leave - All employees in the Bargaining Unit shall be entitled to leave with pay for three (3) consecutive work days, or four (4) consecutive work days if the funeral is more than 200 miles one way from Ocean City, in the event of a death in his/her immediate family to include the following: spouse, child, brother, sister, legal guardian, current brother-in-law, current sister-in-law, parents, current parents-in-law, grandparents, current grandparents-in-law or grandchildren.

ARTICLE 15
DISCIPLINE

- A. The Department will abide by the standards outlined and specified in the Maryland Law Enforcement Officer's Bill of Rights (L.E.O.B.R.) for all disciplinary matters pertaining to bargaining unit members.
- B. The Department agrees that disciplinary hearing boards will be comprised solely of sworn police officers from other Maryland police agencies and no police officers from the Ocean City Police Department will serve as members of hearing boards for disciplinary matters concerning bargaining unit members.
- C. Within ten (10) days after the Chief makes a finding as to an IAD report of its investigation, the Department shall advise the affected member of its finding, i.e. whether sustained, not sustained, unfounded or exonerated. It is understood that where an investigation of a charge encompasses multiple charges growing out of the same incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.
 - 1. For minor disciplinary matters, where a one person Disciplinary Hearing Board is established at the discretion of the Department, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused employee receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Department and counsel.
 - 2. For major disciplinary matters, where a three person Disciplinary Hearing Board is established, such hearing shall not be scheduled any sooner than forty-five (45) days from the date that counsel for the accused receives a copy of the charges and the IAD casebook material, unless a shorter period is mutually agreed upon by the Department and counsel.
- D. No Hearing Board, except a Suspension Hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of prior to any appeal, except an appeal de novo to Maryland Circuit Court. However, the employer may proceed with a Hearing Board after the criminal case has been postponed once by the defense or six (6) months has passed since the initiation of criminal charges, whichever occurs first.

**ARTICLE 16
ADMINISTRATIVE LEAVE FOR FOP REPRESENTATIVES
AND EMPLOYEE ROSTER**

A. Union Leave

1. The Employer shall annually grant to the FOP four hundred (400) hours of paid leave to conduct FOP business. Unused employer-granted leave may be carried over from one year to the next except that the total accumulated carry over of such leave from one year to the next may not exceed 96 hours.
2. The Employer shall credit to the FOP's leave bank all personal leave days or hours (paid) not used by members by the end of the calendar year, except those which the employee is entitled to carry over pursuant to this Agreement.
3. The FOP may create and administer a bank of donated leave for the purpose of providing additional paid time to conduct Union business. The FOP must provide to the Employer a signed authorization form to deduct annual leave from the accruals of donating members.
4. The Employer shall accept the form (provided by the FOP) signed by members of the bargaining unit authorizing the automatic deduction of annual leave for credit into the FOP leave bank. Such authorization shall remain in effect until revoked by the Employee.
5. The total leave granted for FOP business shall not exceed 800 hours in any fiscal year.
6. All use of union leave must be approved in writing, in advance, by the Chief of Police or his/her designee in the following manner:
 - a. All union leave requests shall be submitted directly to the Office of the Chief at least fourteen (14) days prior to the requested leave date(s). When special circumstance prevent the union from submitting a request for union leave directly to the Office of the Chief at least fourteen (14) days prior to the requested leave date(s), the FOP President or his/her designee shall meet as soon as practical with the Chief of Police or his/her designee to discuss the leave request.
 - b. For requests made at least fourteen (14) days prior to the requested leave date(s), the Chief of Police or his/her designee shall respond to the FOP President in writing at least seven (7) days prior to the requested leave date(s) and either approve or

disapprove the leave request. For all other requests, the Chief of Police or his/her designee shall respond to the FOP President in writing as soon as practical.

- c. When police services will not be affected adversely, no reasonable request for union leave shall be denied.
- B. Negotiations – Up to seven (7) employees designated by the FOP shall be granted leave with pay at an employee's regular rate for meetings between the parties at times mutually agreed to by the parties for the purpose of negotiating a successor Agreement.
- C. The Department shall provide the FOP with a roster of all new sworn employees and their addresses.

**ARTICLE 17
JOINT LABOR-MANAGEMENT LIAISON COMMITTEE**

There shall be established within the Police Department a Joint Labor-Management Liaison Committee consisting of up to two (2) representatives of the Department appointed by the Police Chief and up to two (2) representatives designated by the FOP. The Committee shall meet not less than quarterly except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations to and/or advise the Police Chief and/or his/her designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in Departmental operations and/or upon the welfare of its employees whether or not such matters are negotiable. FOP 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.

**ARTICLE 18
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/her employment and/or his/her 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 19
NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT

- A. The FOP agrees that during the term of this Agreement, neither it nor any employee covered herein shall engage in, initiate, sponsor, support, or direct a strike or secondary boycott or organized job action, sick out or slow down or directly or indirectly picket the Employer or any of its property. The Employer agrees that there shall be no lockout during the term of this Agreement.
- B. If the FOP shall violate any of the provisions hereof:
 - (1) Its designation as exclusive representative may be revoked by the Labor Commissioner.
 - (2) It may be ineligible to participate in elections or to be certified as exclusive representative for a period of not less than three (3) years thereafter; and
 - (3) The Department may refrain from making payroll deductions on behalf of the FOP for a period of three (3) years thereafter.
- C. Nothing in this Agreement shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

ARTICLE 20
BULLETIN BOARDS AND COMMUNICATIONS

- A. The Employer agrees to provide reasonable bulletin board space labeled with the FOP logo and name in Departmental facilities for the purpose of allowing the FOP to inform its membership of FOP business and activities. The FOP President and/or FOP 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 Fraternal Order of Police or his or her designee to have reasonable use of the Department's voice mail and e-mail system to communicate with the employees of the bargaining unit, provided that no scurrilous or defamatory material shall be communicated.

**ARTICLE 21
LAY-OFF**

In the event that the Employer decides to lay off Employees, the layoffs shall be by seniority within the Department. Senior Employees in a senior rank in which layoffs occur shall be moved to a lower rank. Employees who are laid off are eligible for recall for eighteen (18) months from the date of layoff in reverse order of layoff, provided that the Employee is qualified to return to work at the time of recall. Employees shall have twenty-one (21) days from date of transmission of notification by certified mail, return receipt requested or personal service of the notice to report for duty. The Employer shall supply a copy of the recall notice to the FOP President. The Employer shall layoff part-time and seasonal employees prior to layoff of any full time sworn Employee, and the Employer shall recall all full time sworn Employees otherwise eligible for recall prior to employing any part-time or seasonal employees.

**ARTICLE 22
SEVERABILITY**

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**ARTICLE 23
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 24
PRINTING OF AGREEMENT**

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

**ARTICLE 25
MISCELLANEOUS PROVISIONS**

A. Seniority within the Department shall be defined as follows:

1. Rank
 2. Time in Rank
 3. Date of Hire
- B. Employees who are detailed to instruct or participate in the instruction at the Eastern Shore Criminal Justice Academy or any other training facility by Departmental special order or otherwise, shall be compensated by the Department at their appropriate pay rate as defined in this Agreement for all hours worked or any portion thereof, unless the employee agrees that compensation be paid by the Eastern Shore Criminal Justice Academy or other training facility to which the employee is detailed.
- C. Each employee shall receive at least two (2) performance evaluations during each year to evaluate his/her performance during summer and winter work assignments.
- D. Any employee who sustains an occupational injury or illness in the line of duty that prevents him/her from performing full duties as a police officer shall be temporarily assigned to a light duty position within the Police Department if available and upon approval of the attending physician until such time as the officer has reached his/her maximum medical improvement. Upon reaching maximum medical improvement, the officer shall be restored to his or her former full-time position when the attending physician determines and approves the officer to be able to resume all responsibilities of that position.
- E. Any Employee, who is entitled to receive temporary total disability benefits under the workers' compensation law, shall be paid his/her regular rate based on 40 hours per week for all applicable hours for a maximum of 6 months from the first date of the Employee's injury/disability. After 6 months, the Employee shall only receive those temporary total disability benefits he/she is entitled to as provided in Maryland Code, Labor and Employment Article, § 9-621(a)(1)..
- F. The parties shall form a "Take Home Vehicle Study Committee". The Committee shall be comprised of three (3) members representing the Employer and three (3) members representing the Union. The Committee shall review the feasibility of the Police Department establishing a take home vehicle policy for certain units within the Police Department. Any recommendation(s) made by a majority of the Committee shall be forwarded to the Police Commission for review. The Police Commission may forward the recommendation of the Committee to the Mayor & City Council for review and consideration. All decisions

regarding take home vehicles remain in the sole and absolute discretion of the Mayor & City Council.

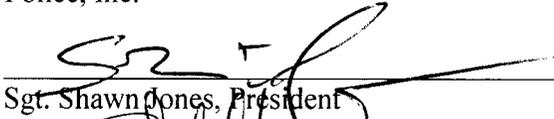
**ARTICLE 26
DURATION**

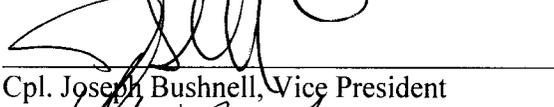
This Agreement shall become effective July 1, 2015 and remain in full force and effect through June 30, 2018. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such 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.

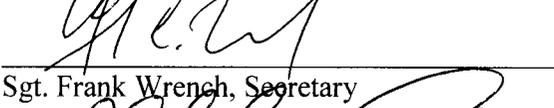
Signature lines follow on next page.

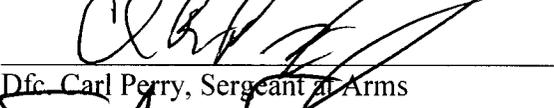
The undersigned parties execute this Agreement by and through the following authorized representatives

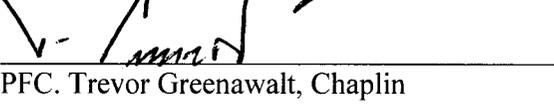
Ocean City Lodge #10 Fraternal Order of Police, Inc.


Sgt. Shawn Jones, President


Cpl. Joseph Bushnell, Vice President


Sgt. Frank Wrench, Secretary


Dfc. Carl Perry, Sergeant at Arms


PFC. Trevor Greenawalt, Chaplin

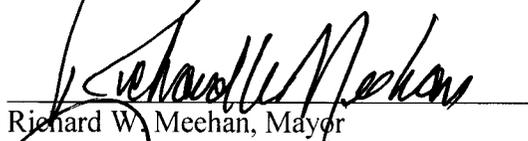
PFC. Michael Karsnitz, Negotiation Committee


Cpl. Frank Soscia, Negotiation Committee

Ofc. Phillip Paterson, Negotiation Committee

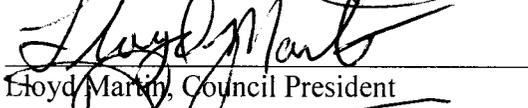

Gary McWhinney, FOP Lead Negotiator

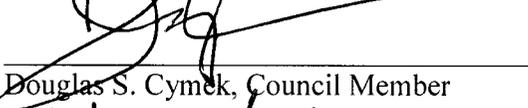
The Town of Ocean City Maryland


Richard W. Meehan, Mayor

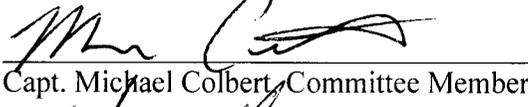

David L. Recor, ICMA-CM, City Manager

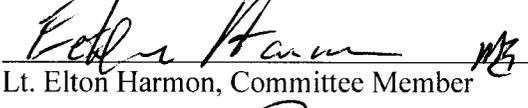

Guy R. Ayres, City Solicitor


Lloyd Martin, Council President

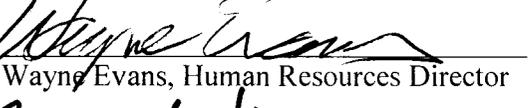

Douglas S. Cymek, Council Member

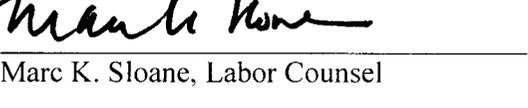

Wayne Hartman, Council Member


Capt. Michael Colbert, Committee Member


Lt. Elton Harmon, Committee Member


Martha Bennett, Finance Administrator


Wayne Evans, Human Resources Director


Marc K. Sloane, Labor Counsel