



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

Effective July 1, 2022 – June 30, 2025

RESOLUTION 2022-08

RESOLUTION OF MAYOR AND CITY COUNCIL OF OCEAN CITY RATIFYING A COLLECTIVE BARGAINING AGREEMENT WITH THE OCEAN CITY LODGE NO. 10, FRATERNAL ORDER OF POLICE, INC.

WHEREAS, pursuant to §C-1003 of the Charter of Ocean City and Chapter 42, Article IV of the Code of the Town of Ocean City, Maryland, Mayor and City Council of Ocean City and the Ocean City Lodge No. 10, Fraternal Order of Police, Inc. have negotiated a collective bargaining agreement by their respective representatives; and

WHEREAS, by a vote of its membership, the Fraternal Order of Police has ratified the collective bargaining agreement.

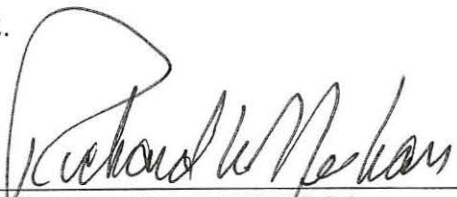
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE AGREEMENT ENTITLED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF OCEAN CITY, MARYLAND AND THE FRATERNAL ORDER OF POLICE, BE, AND THE SAME IS HEREBY, RATIFIED AS THE EMPLOYMENT AGREEMENT BETWEEN THE PARTIES, EFFECTIVE JULY 1, 2022.

RESOLVED this 6th day of June, 2022.

ATTEST:



DIANA L. CHAVIS, Clerk

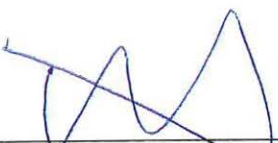


RICHARD W. MEEHAN, Mayor

Approved as to form:



MATTHEW M. JAMES, President



HEATHER STANSBURY
Ayres, Jenkins, Gordy & Almand, P.A.
Office of City Solicitor



ANTHONY J. DELUCA, Secretary

LAW OFFICES

AYRES, JENKINS,
GORDY & ALMAND, P.A.

SUITE 200
3200 COASTAL HIGHWAY
OCEAN CITY, MD 21842

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AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) made and entered into this ___ day of _____ 2022, effective July 1, 2022, 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

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.

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.

D. 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.

E. 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. Employees who submit a request by November 1 shall be paid out their full compensatory leave credit balance in the first pay period in December. There shall be no partial payouts.

F. 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.

G. 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, Adjustments to Pay, and Lump Sum Payments

1. The Pay Scale effective July 1, 2022, for all Employees shall be as set forth in Appendix IV of this Agreement. Adjustments to Pay shall be made as follows:

July 1, 2022 – the Employer will advance all Employees who are eligible to progress on the Pay Scale set forth in Appendix IV 1 step from the Employee’s step position on June 30, 2022.

January 1, 2023– the Employer shall pay Employees a 7% cost of living increase as set forth in the FY 23 Pay Scale attached as Appendix IV.

July 1, 2023 – the Employer will advance all Employees who are eligible to progress on the Pay Scale set forth in Appendix IV 1 step from the Employee’s step position on June 30, 2023.

January 1, 2024– the Employer shall pay Employees a 4% cost of living increase as set forth in the FY 24 Pay Scale attached as Appendix IV.

July 1, 2024 – the Employer will advance all Employees who are eligible to progress on the Pay Scale set forth in Appendix IV 1 step from the Employee’s step position on June 30, 2023.

January 1, 2025– the Employer shall pay Employees a 3% cost of living increase as set forth in the FY 25 Pay Scale attached as Appendix IV.

2. All Employees in the Bargaining Unit shall receive a one-time lump sum \$500 ratification bonus in the first full pay period following July 1, 2022.

3. Any Employee in the Bargaining Unit who is not eligible to progress on the Pay Scale set forth in Appendix IV on July 1, 2022 shall receive a one-time lump sum payment of \$2,000 in the first full pay period following July 1, 2022.

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 and Public Safety Aids 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.

In FY 2023, specialty pay shall be paid in the first full pay period following January 1, 2023, and shall continue to be paid in January each fiscal year thereafter.

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

Accident Reconstruction

1. 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

2. 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.

Honor Guard \$500.00/year

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.

K. Shift Differential – All employees covered under this Agreement shall be entitled to pay at their scheduled rate of pay plus a differential of \$.50 per hour if assigned to a tour of duty where the majority of their shift work hours occur between 6 p.m. and 6 a.m. Officers who work any Federal, State, or local law enforcement grant during the hours of 6 p.m. and 6 a.m. shall not be entitled to shift differential pay.

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 January 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 January 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%

Employee share = 15%

In addition, for plan year 2022, the Employer's contribution to an Employee's HSA is \$1,400 for employees receiving individual coverage and \$2,800 for employees receiving family coverage. For plan year 2023 (starting January 1, 2023), the Employer will contribute to an Employee's HSA \$1,500 for employees receiving individual coverage and \$3,000 for employees receiving family coverage.

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 provides ambulance service to employees and their dependents within or from the city limits.

H. The Employer shall provide bus service within the city limits at no charge to employees upon presentation of their identification card.

I. Tuition reimbursement shall be offered to full-time Employees after 6 months of employment to a maximum of two thousand dollars (\$2,000.00) per calendar year. Tuition shall be reimbursed on a pro-rata basis when the Employee leaves within three (3) years of completed courses.

ARTICLE 12
PENSION PLAN, RETIRED MEMBERS & LINE OF DUTY DISABILITY BENEFIT

1. The current Public Safety Employees' Pension Plan (PSEPP) shall be amended as of July 1, 2018 to provide as follows: Employees who retire on or after July 1, 2006, after completion of 25 years of Credited Service who elect a single life annuity as defined in the 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. Effective July 1, 2022, Employees are required to contribute 9% of their annual salary to the PSEPP to date of retirement or the date on which a DROP participant terminates employment, whichever is earlier.

2. For an Eligible DROP Participant who makes an election to participate in the ongoing DROP program (a "DROP Participant"), effective on the first day of the month coincident with or next following the date his or her Periods of Credited Service (excluding Periods of Credited Service attributable to Sick Leave Credits) total 25 years, 26 years or 27 years (the DROP Participation Date), the following provisions apply:

A. The DROP Participant's Accrued Benefit as of his or her DROP Participation Date shall not be increased. A DROP Participant's Termination Date shall be no later than:

(1) the last day before the third anniversary of his or her DROP Participation date, if the DROP Participation Date was based on Periods of Credited Service totaling 25 years (e.g., if the DROP Participation Date is July 1, 2019 and the Participant was credited with Periods of Credited Service totaling 25 years at that time, the Termination Date cannot be later than June 30, 2022); or

(2) the last day before the second anniversary of his or her DROP Participation date, if the DROP Participation Date was based on Periods of Credited Service totaling 26 years (e.g., if the DROP Participation Date is July 1, 2019 and the Participant was credited with Periods of Credited Service totaling 26 years at that time, the Termination Date cannot be later than June 30, 2021); or

(3) the last day before the first anniversary of his or her DROP Participation date, if the DROP Participation Date was based on Periods of Credited Service totaling 27 years (e.g., if the DROP Participation Date is July 1, 2019 and the Participant was credited with Periods of Credited Service totaling 27 years at that time, the Termination Date

cannot be later than June 30, 2020).

A. 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.

B. 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.

C. 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 or psychological injury or illness 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. A determination of psychological unsuitability for service made pursuant to the procedures required by the Maryland Police Accountability Act of 2021 shall not be considered a determination of eligibility under this Section.

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 2 years 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. 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 public safety 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 one hundred and four (104) 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
Thanksgiving
Juneteenth

President's Day
Memorial Day

B. Employees who work on Thanksgiving Day and December 25th, between 0001 hrs. and 2400 hrs. shall be paid at double their straight time 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) work days, or four (4) 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.

I. Action on Request for Leave – Management will act upon an officer’s request for leave within twenty-one (21) days of the date on which the request is made.

J. Work Related Injury/Illness Medical Treatment Leave – All employees in the Bargaining Unit who suffer a work-related injury or illness may attend follow up medical appointments and physical therapy while on duty. All employees in the Bargaining Unit who suffer a work-related injury or illness and are required to attend follow up medical appointments and physical therapy while off duty shall receive a minimum of three (3) hours of pay at their straight time rate of pay.

ARTICLE 15 DISCIPLINE

A. 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.

B. 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.

C. Adjudication of All Internal Complaints – If an employee of the Bargaining Unit elects for a Hearing Board as a result of administrative charges that involve the public or are internal complaints that do not affect the public, the employer agrees to follow the Hearing Board, an subsequent adjudication process as defined in the Maryland Police Accountability Act of 2021.

D. During the term of this Agreement, either party may reopen the Agreement, upon notice to the other party, for the sole and exclusive purpose of negotiating modifications to this Article in the event that there is a judicial decision or legislation interpreting, clarifying or

otherwise modifying the disciplinary procedures of the Maryland Police Accountability Act of 2021 and as amended in Senate Bill 763 (2022).

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.

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.

B. 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.

B. Each employee shall receive at least two (2) performance evaluations during each year to evaluate his/her performance during summer and winter work assignments.

C. 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.

D. 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).

**ARTICLE 26
DURATION**


This Agreement shall become effective July 1, 2018 and remain in full force and effect through June 30, 2021. 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.

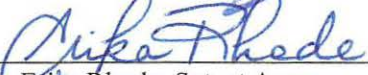
The undersigned parties execute this Agreement by and through the following authorized representatives:


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


Sgt. Michael Kelly, President


Pfc. Sean McHugh, Vice President

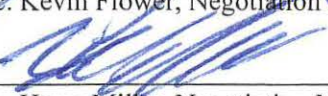

Pfc. Carl Perry, Treasurer


Pfc. Erica Rhode, Sgt. at Arms

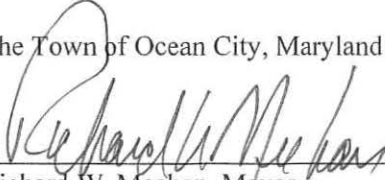

Pfc. Phillip Paterson, Chaplain


Sgt. Jeffrey Johns, Negotiation Member


Pfc. Kevin Flower, Negotiation Member


Pfc. Harry Miller, Negotiation Member

The Town of Ocean City, Maryland


Richard W. Meehan, Mayor

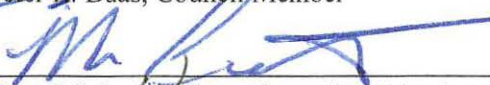

Terence J. McGean, City Manager

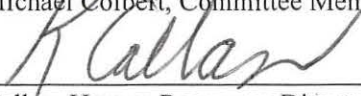

Heather E. Stansbury, City Solicitor


Matt James, Council President


Tony DeLuca, Council Secretary


Peter B. Buas, Council Member


Capt. Michael Colbert, Committee Member


Katie Callan, Human Resources Director

APPENDIX I



TOWN OF OCEAN CITY
The White Marlin Capital of the World

APPENDIX I

Ocean City Police Department
Office of the Chief
6501 Coastal Highway
P.O. Box 737
Ocean City, Maryland 21843

March 3, 2008

Patrols Order of Police
P.O.P. President
Ocean City Lodge 10
P.O. Box 1198
Ocean City, Maryland 21843

Dear P. O. P. President:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2008, the P.O.P. and the Town of Ocean City discussed the schedules and workweeks. This will confirm that during the term of the Agreement commencing July 1, 2008, and subject to the provisions of that Agreement, the Employer has agreed to maintain its current regular workweeks.

Sincerely,

Bernadette A. DiPino
Chief of Police

JAYSON A. CITY COUNCIL
300 BOX 118
OCEAN CITY
MARYLAND 21843

WILLIAM J. BRYANT

WALTER
REYNOLDS

FRANK J. BRYANT

ROBERT J. BRYANT
FRANK
JAMES L. BRYANT

JAMES HALL
JAMES HALL
JAMES HALL
JAMES HALL
JAMES HALL

JOHN W. BRYANT
JOHN W. BRYANT
JOHN W. BRYANT

Ocean City MD





APPENDIX II

Ocean City Police Department Uniform and Equipment Detail

The following is initial issue equipment and clothing:

Badges (2)	Plain-Clothes security holster (for designated officers)
Baseball Cap (1)	Quality Handcuff Keys (2)
Belt Keepers (4-6)	Radio Earpiece
Bike Gloves (for designated officers)	Radio Holder
Black Tie	Radio with Two Batteries and Charger
Multi-Season Jacket	Rain Coat
Navy Blue Sweater	Rain Hat Cover
Business Cards	Rain Pants (1)
4 Bike Shirts (for officers who are primarily assigned to ride a bike)	Reflective OSHA Approved Traffic Vest
Chevrons (as needed)	Sam/Sally Brown (web gear)
Class "A" Uniform Dress Blouse (four-year phase in)	Security Holster
Collar Devices	Shirt Stays
Commendation Ribbons (as earned)	Shirts
CPR Micro Holster Kit	Six Long-Sleeve Navy Blue Uniform Shirts
Dress Navy Blue Uniform Pants (two/officer with dress blouse)	Six Short-Sleeve Navy Blue Uniform Shirts
Expandable Baton with Baton Holder	Shoe Purchase-Work Related \$120.00/year
Firearm	Flashlight.
Garrison Belt	Three Magazines (for firearm)
Handcuff Cases	Tie Clasp
Handcuffs (two upon request)	Tourniquet with belt pouch
Holster for flashlight	Whistle
Honor Guard rain coat and shoes	Navy Blue Mock Turtle Neck for Long Sleeve Winter Shirt (four/officer)
Interchangeable Uniform Hat	Winter Gloves
Magazine Pouch	Winter Hat
Nameplates for shirt, jacket and bike jacket (soft velcro for bike jackets)	Employees will be allowed to purchase, at their own expense, handgun lights and holster. Management retains complete discretion regarding the selection of the manufacturer and model of the light and holster as well as the training necessary for an employee to be entitled to use the light and holster.
OC Spray	
OC Spray Holder	
Black Padded Bike Shorts (for bike trained officers)	
Duty Pants – Navy Blue (6)	
Pens, Pencils, Notebooks, Annotated Code, Traffic Article (available upon request)	
Plain-Clothes Badge Holder (for designated officers)	This equipment and clothing list may be modified by mutual agreement of the parties and any modified list shall be published in writing.
Plain-Clothes Magazine Holder (for designated officers)	

APPENDIX III

**Town of Ocean City, Maryland Holiday Schedule
July 1, 2022- June 30, 2025**

FY23 Holiday Schedule

	<i>Date of Observance</i>
Fourth of July	07/04/22 Monday
Labor Day	09/05/22 Monday
Columbus Day	10/10/22 Monday
Veterans Day	11/11/22 Friday
Thanksgiving Day (2 days)	11/24/22 Thursday 11/25/22 Friday
Christmas Eve	12/23/22 Friday
Christmas Day	12/26/22 Monday
New Year's Day	01/02/23 Monday
Martin Luther King Day	01/16/23 Monday
President's Day	02/20/23 Monday
Memorial Day	05/29/23 Monday
Juneteenth	06/19/23 Monday

FY24 Holiday Schedule

	<i>Date of Observance</i>
Fourth of July	07/04/23 Tuesday
Labor Day	09/04/23 Monday
Columbus Day	10/09/23 Monday
Veterans Day	11/10/23 Friday
Thanksgiving Day (2 days)	11/23/23 Thursday 11/24/23 Friday
Christmas Eve	12/22/23 Friday
Christmas Day	12/25/23 Monday
New Year's Day	01/01/24 Monday
Martin Luther King Day	01/15/24 Monday
President's Day	02/19/24 Monday
Memorial Day	05/27/24 Monday
Juneteenth	06/19/24 Wednesday

FY25 Holiday Schedule

	<i>Date of Observance</i>
Fourth of July	07/04/24 Thursday
Labor Day	09/02/24 Monday
Columbus Day	10/14/24 Monday
Veterans Day	11/11/24 Monday
Thanksgiving Day (2 days)	11/28/24 Thursday 11/29/24 Friday
Christmas Eve	12/24/24 Tuesday
Christmas Day	12/25/24 Wednesday
New Year's Day	01/01/25 Wednesday
Martin Luther King Day	01/20/25 Monday
President's Day	02/17/25 Monday
Memorial Day	05/26/25 Monday
Juneteenth	06/19/25 Thursday

APPENDIX IV

Town of Ocean City
Pay Scales, Ocean City Police, FY 2023

7/1/22 COLA 0.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 44,944	\$ 21.6078	\$ 48,315	\$ 23.2284	\$ 51,939	\$ 24.9705	\$ 55,834	\$ 26.8433
2	46,742	22.4721	50,248	24.1575	54,016	25.9694	58,067	27.9171
3	48,612	23.3710	52,258	25.1238	56,177	27.0081	60,390	29.0337
4	50,556	24.3059	54,348	26.1288	58,424	28.0885	62,806	30.1951
5	52,578	25.2781	56,522	27.1740	60,761	29.2120	65,318	31.4029
6	54,682	26.2892	58,783	28.2609	63,191	30.3805	67,931	32.6590
7	56,869	27.3408	61,134	29.3914	65,719	31.5957	70,648	33.9654
8	59,144	28.4344	63,579	30.5670	68,348	32.8595	73,474	35.3240
9	61,509	29.5718	66,123	31.7897	71,082	34.1739	76,413	36.7370
10	63,355	30.4590	68,106	32.7434	73,214	35.1991	78,705	37.8391
11	65,255	31.3727	70,149	33.7257	75,411	36.2551	81,066	38.9742
12	67,213	32.3139	72,254	34.7374	77,673	37.3428	83,498	40.1435
13	69,229	33.2833	74,421	35.7796	80,003	38.4630	86,003	41.3478
14	71,306	34.2818	76,654	36.8530	82,403	39.6169	88,583	42.5882
15	73,267	35.2246	78,762	37.8664	84,669	40.7064	91,020	43.7594
16	74,784	35.9537	80,392	38.6502	86,422	41.5490	92,904	44.6652

* Annual salary rounded to whole dollars

Town of Ocean City
Pay Scales, Ocean City Police, FY 2023

1/1/23 COLA 7.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 48,090	\$ 23.1203	\$ 51,697	\$ 24.8544	\$ 55,574	\$ 26.7185	\$ 59,742	\$ 28.7223
2	50,014	24.0452	53,765	25.8485	57,798	27.7873	62,132	29.8712
3	52,015	25.0070	55,916	26.8825	60,109	28.8987	64,617	31.0661
4	54,095	26.0073	58,152	27.9578	62,514	30.0547	67,202	32.3088
5	56,259	27.0475	60,478	29.0762	65,014	31.2569	69,890	33.6011
6	58,509	28.1294	62,897	30.2392	67,615	32.5071	72,686	34.9451

7	60,850	29.2546	65,414	31.4488	70,319	33.8074	75,593	36.3430
8	63,284	30.4249	68,030	32.7067	73,132	35.1597	78,617	37.7967
9	65,815	31.6418	70,751	34.0150	76,057	36.5661	81,762	39.3086
10	67,789	32.5911	72,874	35.0354	78,339	37.6631	84,215	40.4878
11	69,823	33.5688	75,060	36.0865	80,689	38.7930	86,741	41.7024
12	71,918	34.5759	77,312	37.1690	83,110	39.9568	89,343	42.9535
13	74,075	35.6132	79,631	38.2841	85,603	41.1554	92,024	44.2421
14	76,298	36.6815	82,020	39.4327	88,171	42.3901	94,784	45.5694
15	78,396	37.6903	84,275	40.5170	90,596	43.5558	97,391	46.8226
16	80,019	38.4705	86,020	41.3558	92,471	44.4574	99,407	47.7918

* Annual salary rounded to whole dollars

**Town of Ocean City
Pay Scales, Ocean City Police, FY 2024**

7/1/23 COLA 0.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 48,090	\$ 23.1203	\$ 51,697	\$ 24.8544	\$ 55,574	\$ 26.7185	\$ 59,742	\$ 28.7223
2	50,014	24.0452	53,765	25.8485	57,798	27.7873	62,132	29.8712
3	52,015	25.0070	55,916	26.8825	60,109	28.8987	64,617	31.0661
4	54,095	26.0073	58,152	27.9578	62,514	30.0547	67,202	32.3088
5	56,259	27.0475	60,478	29.0762	65,014	31.2569	69,890	33.6011
6	58,509	28.1294	62,897	30.2392	67,615	32.5071	72,686	34.9451
7	60,850	29.2546	65,414	31.4488	70,319	33.8074	75,593	36.3430
8	63,284	30.4249	68,030	32.7067	73,132	35.1597	78,617	37.7967
9	65,815	31.6418	70,751	34.0150	76,057	36.5661	81,762	39.3086
10	67,789	32.5911	72,874	35.0354	78,339	37.6631	84,215	40.4878
11	69,823	33.5688	75,060	36.0865	80,689	38.7930	86,741	41.7024
12	71,918	34.5759	77,312	37.1690	83,110	39.9568	89,343	42.9535
13	74,075	35.6132	79,631	38.2841	85,603	41.1554	92,024	44.2421
14	76,298	36.6815	82,020	39.4327	88,171	42.3901	94,784	45.5694
15	78,396	37.6903	84,275	40.5170	90,596	43.5558	97,391	46.8226
16	80,019	38.4705	86,020	41.3558	92,471	44.4574	99,407	47.7918

* Annual salary rounded to whole dollars

Town of Ocean City
 Pay Scales, Ocean City Police, FY 2024

1/1/24 COLA 4.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 50,014	\$ 24.0452	\$ 53,765	\$ 25.8486	\$ 57,797	\$ 27.7872	\$ 62,132	\$ 29.8712
2	52,015	25.0070	55,916	26.8825	60,109	28.8987	64,617	31.0661
3	54,095	26.0073	58,152	27.9578	62,514	30.0546	67,202	32.3087
4	56,259	27.0476	60,478	29.0761	65,014	31.2569	69,890	33.6011
5	58,509	28.1294	62,898	30.2392	67,615	32.5072	72,686	34.9452
6	60,849	29.2546	65,413	31.4487	70,319	33.8074	75,593	36.3429
7	63,284	30.4248	68,030	32.7067	73,132	35.1597	78,617	37.7967
8	65,815	31.6418	70,751	34.0150	76,057	36.5661	81,762	39.3085
9	68,448	32.9075	73,581	35.3756	79,100	38.0287	85,032	40.8809
10	70,501	33.8947	75,789	36.4368	81,473	39.1696	87,583	42.1074
11	72,616	34.9116	78,062	37.5300	83,917	40.3447	90,211	43.3705
12	74,795	35.9589	80,404	38.6558	86,435	41.5551	92,917	44.6717
13	77,038	37.0377	82,816	39.8155	89,027	42.8016	95,705	46.0118
14	79,349	38.1488	85,301	41.0100	91,698	44.0857	98,576	47.3921
15	81,532	39.1980	87,646	42.1377	94,220	45.2981	101,287	48.6955
16	83,219	40.0093	89,461	43.0100	96,170	46.2357	103,383	49.7034

* Annual salary rounded to whole dollars

Town of Ocean City
 Pay Scales, Ocean City Police, FY 2025

7/1/24 COLA 0.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 50,014	\$ 24.0452	\$ 53,765	\$ 25.8486	\$ 57,797	\$ 27.7872	\$ 62,132	\$ 29.8712
2	52,015	25.0070	55,916	26.8825	60,109	28.8987	64,617	31.0661
3	54,095	26.0073	58,152	27.9578	62,514	30.0546	67,202	32.3087
4	56,259	27.0476	60,478	29.0761	65,014	31.2569	69,890	33.6011
5	58,509	28.1294	62,898	30.2392	67,615	32.5072	72,686	34.9452
6	60,849	29.2546	65,413	31.4487	70,319	33.8074	75,593	36.3429
7	63,284	30.4248	68,030	32.7067	73,132	35.1597	78,617	37.7967

8	65,815	31.6418	70,751	34.0150	76,057	36.5661	81,762	39.3085
9	68,448	32.9075	73,581	35.3756	79,100	38.0287	85,032	40.8809
10	70,501	33.8947	75,789	36.4368	81,473	39.1696	87,583	42.1074
11	72,616	34.9116	78,062	37.5300	83,917	40.3447	90,211	43.3706
12	74,795	35.9589	80,404	38.6558	86,434	41.5550	92,917	44.6717
13	77,038	37.0377	82,816	39.8155	89,027	42.8016	95,705	46.0118
14	79,350	38.1488	85,301	41.0100	91,698	44.0857	98,576	47.3922
15	81,532	39.1980	87,646	42.1377	94,220	45.2981	101,287	48.6955
16	83,219	40.0093	89,461	43.0100	96,170	46.2357	103,383	49.7034

* Annual salary rounded to whole dollars

Town of Ocean City

Pay Scales, Ocean City Police, FY 2025

1/1/25 COLA

3.00%

Step	Officer		PFC		Corporal		Sergeant	
	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly	Annual*	Hourly
1	\$ 51,514	\$ 24.7665	\$ 55,378	\$ 26.6240	\$ 59,531	\$ 28.6208	\$ 63,996	\$ 30.7674
2	53,575	25.7572	57,593	27.6889	61,913	29.7657	66,556	31.9981
3	55,718	26.7875	59,897	28.7965	64,389	30.9563	69,218	33.2780
4	57,947	27.8590	62,293	29.9484	66,965	32.1946	71,987	34.6091
5	60,265	28.9733	64,785	31.1464	69,643	33.4824	74,867	35.9935
6	62,675	30.1323	67,376	32.3922	72,429	34.8217	77,861	37.4332
7	65,182	31.3376	70,071	33.6880	75,326	36.2145	80,976	38.9306
8	67,790	32.5911	72,874	35.0354	78,339	37.6630	84,215	40.4878
9	70,501	33.8947	75,789	36.4369	81,473	39.1696	87,583	42.1074
10	72,616	34.9116	78,062	37.5299	83,917	40.3447	90,211	43.3706
11	74,795	35.9589	80,404	38.6559	86,434	41.5550	92,917	44.6717
12	77,038	37.0377	82,816	39.8154	89,028	42.8017	95,705	46.0118
13	79,350	38.1488	85,301	41.0100	91,698	44.0857	98,576	47.3922
14	81,730	39.2933	87,860	42.2403	94,449	45.4083	101,533	48.8139
15	83,978	40.3739	90,276	43.4019	97,047	46.6570	104,325	50.1563
16	85,716	41.2096	92,145	44.3003	99,055	47.6228	106,485	51.1945

* Annual salary rounded to whole dollars