

Collective Bargaining Agreement
between the



Town of Ocean City
and the



Fraternal Order of Police
Ocean City Lodge 10, Inc.

Effective
July 1, 2008 to June 30, 2011

Town of Ocean City, Maryland and Ocean City Lodge 10, FOP
Collective Bargaining Agreement
July 1, 2008 – June 30, 2011

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Agreement

THIS COLLECTIVE BARGAINING AGREEMENT (Agreement) made and entered into this _____ day of _____, effective July 1, 2008, 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 of 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, Article 2.6, 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 Article 5 of 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, Article 2, Section 2.8, 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 such attempts fail, within fourteen (14) calendar days after receipt of a panel of seven (7) names obtained from the American Arbitration Association upon the request of either party, 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 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 Administration, CID 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 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 contract 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 called-in or 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
- a. “*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.
 - b. “*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, 2008 for all Employees shall be as set forth in Appendix II of this Agreement. The Employer shall continue its current practice of paying Employees the regular anniversary increment that is a part of the Employer’s pay system for employees who are not in a collective bargaining unit. In any year of this Agreement where the Mayor and City Council grant a Cost of Living Increase that exceeds the overall percentage increase in the wage tables in Appendix II specified for that year, Employees shall receive an additional pay increase of the difference between the Cost of Living increase and the increase provided in Appendix 2 for that year. Such increase shall be effective on October 1 of that year.
- 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 (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. Shift Differential Pay - If the majority of an employee’s scheduled work hours fall between 6:00 p.m. and 6:00 a.m., the employee shall be entitled to an evening shift differential of ~~50~~ seventy five cents (\$0.75) per hour for each scheduled hour worked, or portion thereof, in addition to any applicable overtime.

G. 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 fifty cents (\$1.50) per hour for each hour worked as a field-training officer for probationary non-seasonal officers. The total amount of “Field Training Pay shall not exceed one hundred dollars (\$100) for each seasonal officer trainee and six hundred dollars (\$600) for each probationary non- seasonal officer trainee.

H. 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

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

Mounted Unit \$ 500.00/year

Fluency in Spanish \$ 1,000.00/year

Drug Recognition Expert \$500.00/year

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

- I. 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 dog 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 dog 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.
- J. 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.

- K. 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 III of this Agreement. In the event that the uniforms or equipment detailed in Appendix III 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 (\$1250.00) per year to employees assigned on a non-temporary basis to Criminal Investigative 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 to employees and their eligible dependents during this agreement.
- B. Employer shall pay 90% of the monthly premium for the level of health coverage that each full-time employee is eligible for and elects; and each full-time employee shall contribute, by payroll deduction, ten (10) percent of the monthly premium. Health Insurance Coverage is an IRS Section 125 Pre tax/after tax option for the 10% 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, 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. 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.

E. 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.

F. The Employer shall pay the group membership fee for the blood bank for full-time employees and retirees.

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 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 and Retired Members

A. The current Pension Plan for all employees in the Bargaining Unit shall be amended as of July 1, 2006. Employees retiring 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 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 be changed to the actual anniversary date of each employee.

- B. Employer will contribute a 25% match of deferred compensation employee contributions up to a maximum match of two hundred fifty dollars (\$250) per year, and starting January 1, 2009, the maximum match shall be 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 VII as of July 1, 2008.
- 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 attainment of 25 years of service or normal retirement: 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 25 years of service or normal retirement date under the terms of the PSEPP then in effect, whichever is sooner. 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 25 years of service 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 or normal retirement date and final average pay based on the Employee's last date of actual work as a sworn police officer, whichever is higher.
 6. **Option to Employ in another position.** In lieu of paying the Benefit payable prior to attainment of 25 years of service or 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 US 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 IV.

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, December 25 or December 31 from 6:00 am through 6:00 am January 1 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. Employees shall be required to submit a Doctor's note for the continuous use of three (3) or more sick days.
- 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.
- E. 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.
- B. Negotiations - Up to seven (7) employees designated by the FOP shall be granted leave with pay 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 layoff 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
 4. Academic ranking in entrance level academy training.
- 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.

Article 26

Duration

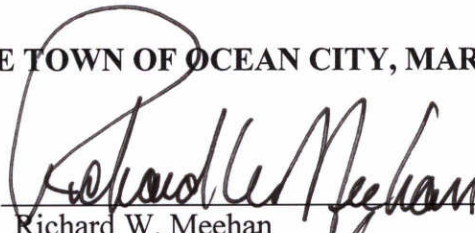
This Agreement shall become effective July 1, 2008 and remain in full force and effect through June 30, 2011. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail no later than October 1 of the year preceding the date of termination.


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

**OCEAN CITY LODGE #10
FRATERNAL ORDER OF POLICE, INC.**

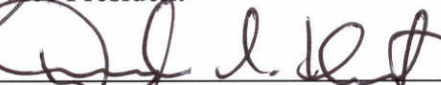
THE TOWN OF OCEAN CITY, MARYLAND:

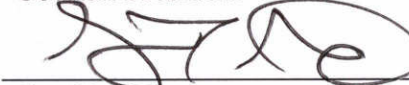
By: 
Cpl. Glen McIntyre
President

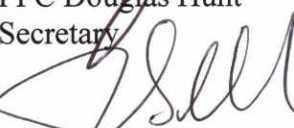
By: 
Richard W. Meehan
Mayor

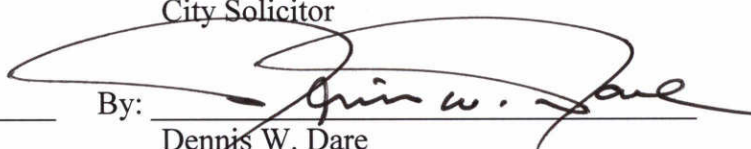
By: 
Cpl. James Art Grady
Vice President

By: 
Joseph M. Mitrecic
Council President

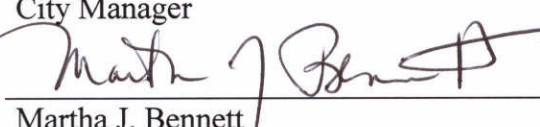
By: 
PFC Douglas Hunt
Secretary

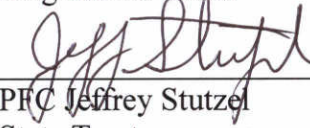
By: 
Guy R. Ayres
City Solicitor

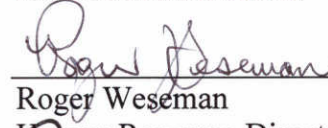
By: 
Det. 1st Class Joseph Bushnell

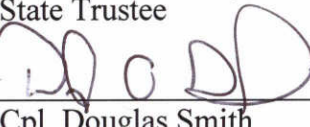
By: 
Dennis W. Dare
City Manager

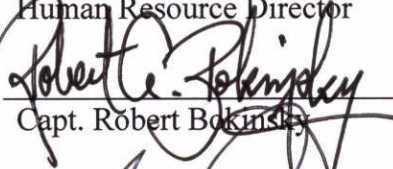
By: 
Cpl. Brian Mongelli
Sergeant-At-Arms

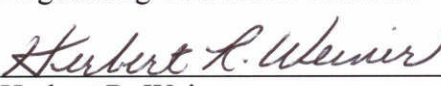
By: 
Martha J. Bennett
Finance Administrator


By: 
PFC Jeffrey Stutzel
State Trustee


By: 
Roger Weseman
Human Resource Director

By: 
Cpl. Douglas Smith
Negotiating Committee Member


By: 
Capt. Robert Bokinsky

By: 
Herbert R. Weiner
FOP Counsel

By: 
Capt. Michael Colbert

By: 
Michael E. Davey
FOP Co-Counsel

By: 
Lt. Richard Moreck

By: 
Stephen M. Silvestri
Counsel, Town of Ocean City



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 759
Ocean City, Maryland 21843
Tele: (410) 723-6601
Fax: (410) 723-4010

Fraternal Order of Police
F.O.P. President
Ocean City Lodge 10
P.O. Box 1198
Ocean City, Maryland 21842

Dear F.O.P. President:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2004, the F.O.P. and the Town of Ocean City discussed the schedules and work weeks. This will confirm that during the term of the Agreement commencing July 1, 2004 and subject to the provisions of that Agreement, the Employer has agreed to maintain its current regular work weeks.

Sincerely,

Bernadette DiPino
Chief of Police

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

www.town.ocean-city.md.us

MAYOR
JAMES N. MATHIAS, JR.

CITY COUNCIL MEMBERS

RICHARD W. MEEHAN
President
JAMES S. HALL
Secretary
VINCENT GISRIEL, JR.
JOSEPH T. HALL II
NANCY L. HOWARD
LLOYD MARTIN
JOSEPH M. MITRECIC

DENNIS W. DARE
City Manager

CAROL L. JACOBS
City Clerk



APPENDIX II

Pay Scales, Ocean City Police, FY 2009

7/1/08 COLA **3.00%**

Step	Officer		PFC		Corporal		Sergeant	
	0.015		7.50%		7.50%		0.015	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	40,304	19.3771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	42,320	20.3460	-	-	-	-	-	-
3	44,436	21.3633	-	-	-	-	-	-
4	46,657	22.4315	50,157	24.1138	-	-	-	-
5	48,990	23.5530	52,665	25.3195	56,614	27.2185	-	-
6	51,440	24.7307	55,298	26.5855	59,445	28.5794	-	-
7	54,012	25.9672	58,063	27.9148	62,417	30.0084	67,099	32.2590
8	56,712	27.2656	60,966	29.3105	65,538	31.5088	70,454	33.8720
9	59,548	28.6289	64,014	30.7760	68,815	33.0842	73,976	35.5656
10	60,739	29.2015	65,294	31.3916	70,192	33.7459	75,456	36.2769
11	61,954	29.7855	66,600	32.0194	71,595	34.4208	76,965	37.0024
12	63,193	30.3812	67,932	32.6598	73,027	35.1093	78,504	37.7425
13	64,457	30.9888	69,291	33.3130	74,488	35.8114	80,074	38.4973
14	65,746	31.6086	70,677	33.9792	75,978	36.5277	81,676	39.2673
16-L	67,061	32.2408	72,090	34.6588	77,497	37.2582	83,309	40.0526

Pay Scales, Ocean City Police, FY 2010

7/1/09 COLA **3.00%**

Step	Officer		PFC		Corporal		Sergeant	
	0.015		7.50%		7.50%		0.015	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	41,514	19.9585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	43,589	20.9564	-	-	-	-	-	-
3	45,769	22.0042	-	-	-	-	-	-
4	48,057	23.1044	51,661	24.8372	-	-	-	-
5	50,460	24.2596	54,245	26.0791	58,313	28.0350	-	-
6	52,983	25.4726	56,957	27.3831	61,229	29.4368	-	-
7	55,632	26.7463	59,805	28.7522	64,290	30.9086	69,112	33.2268
8	58,414	28.0836	62,795	30.1898	67,504	32.4541	72,567	34.8881
9	61,335	29.4877	65,935	31.6993	70,880	34.0768	76,196	36.6325
10	62,561	30.0775	67,253	32.3333	72,297	34.7583	77,720	37.3652
11	63,812	30.6790	68,598	32.9800	73,743	35.4535	79,274	38.1125
12	65,089	31.2926	69,970	33.6396	75,218	36.1625	80,859	38.8747
13	66,390	31.9185	71,370	34.3124	76,722	36.8858	82,477	39.6522
14	67,718	32.5568	72,797	34.9986	78,257	37.6235	84,126	40.4453
16-L	69,073	33.2080	74,253	35.6986	79,822	38.3760	85,809	41.2542

Step	Officer		PFC		Corporal		Sergeant	
	0.015		7.50%		7.50%		0.015	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	42,759	20.5572	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	44,897	21.5851	-	-	-	-	-	-
3	47,142	22.6643	-	-	-	-	-	-
4	49,499	23.7975	53,211	25.5824	-	-	-	-
5	51,974	24.9874	55,872	26.8615	60,062	28.8761	-	-
6	54,573	26.2368	58,665	28.2046	63,065	30.3199	-	-
7	57,301	27.5486	61,599	29.6148	66,219	31.8359	71,185	34.2236
8	60,166	28.9261	64,679	31.0955	69,530	33.4277	74,744	35.9348
9	63,175	30.3724	67,913	32.6503	73,006	35.0991	78,482	37.7315
10	64,438	30.9798	69,271	33.3033	74,466	35.8011	80,051	38.4861
11	65,727	31.5994	70,656	33.9694	75,956	36.5171	81,652	39.2559
12	67,041	32.2314	72,069	34.6488	77,475	37.2474	83,285	40.0410
13	68,382	32.8760	73,511	35.3417	79,024	37.9924	84,951	40.8418
14	69,750	33.5336	74,981	36.0486	80,605	38.7522	86,650	41.6586
16-L	71,145	34.2042	76,481	36.7695	82,217	39.5273	88,383	42.4918



Appendix III

Ocean City Police Department Uniform and Equipment Detail

The following is initial issue equipment and clothing:

Badges (2)	Quality Handcuff Keys (2)
Belt Keepers (4-6)	Radio Earpiece
Bike Gloves (<i>For designated officers</i>)	Radio Holder
Black Tie	Radio with Two Batteries and Charger
Blauer Multi-Season Jacket	Rain Coat
Blauer Sweater - Navy Blue	Rain Hat Cover
Business Cards	Reflective OSHA Approved Traffic Vest
Chevrons (<i>as needed</i>)	Sam/Sally Brown Belt (<i>web gear</i>)
Class "A" Uniform Dress Blouse (<i>Four-year phase in</i>)	Security Holster
Collar Devices	Shirt Stays
Commendation Ribbons (<i>as earned</i>)	Shirts
CPR Micro Holster Kit	Long-Sleeve - Navy Blue (6)
Dress Uniform Pants - Navy Blue (<i>2 per officer possessing dress blouse</i>)	Short-Sleeve - Navy Blue (6)
Expandable Baton with Baton Holder	Shoe Purchase -Work Related \$120.00/year
Firearm	Streamlight "Stinger" Flashlight (<i>With Charger and Orange Traffic Wand</i>)
Garrison Belt	Three Magazines (<i>for firearm</i>)
Handcuff Cases	Tie Clasp
Handcuffs (<i>two pair upon request</i>)	Whistle
Holster for Streamlight "Stinger"	Long Sleeve Mock Turtle Neck -Navy Blue (4)
Interchangeable Bayly Uniform Hat	Winter Gloves
Magazine Pouch	Winter Hat (knit cap on request)
Nameplates for shirt, jacket and bike jacket (<i>Soft Velcro for bike jackets</i>)	WMD Protective Gear Including Air Mask
OC Spray	Ballistic Vest fitted to individual officer
OC Spray Holder	
Padded Bike Shorts - Navy Blue (<i>For bike trained officers</i>)	
Blauer "Street Gear" Pants - Navy Blue (6)	
Pens, Pencils, Notebooks (<i>available upon request</i>)	
Annotated Code (<i>available upon request</i>)	
Traffic Article (<i>available upon request</i>)	
Plain-Clothes Badge Holder (<i>For designated officers</i>)	
Plain-Clothes Magazine Holder (<i>For designated officers</i>)	
Plain-Clothes security holster (<i>For designated officers</i>)	



TOWN OF
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The White Marlin Capital of the World

APPENDIX IV

Ocean City Police Department
Office of the Chief
6501 Coastal Highway
P.O. Box 759
Ocean City, MD 21843
Ph: 410-723-6601
Fx: 410-723-4010

March 18, 2004

Fraternal Order of Police
F.O.P. President
Ocean City Lodge 10
P.O. Box 1198
Ocean City, MD 21842

Dear F.O.P. President:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2004, the Town indicated to the F.O.P. that it would not implement the current proposed physical agility testing in the bargaining unit until, at the earliest, September 1, 2004.

Sincerely,

Bernadette DiPino
Chief of Police

BAD:dlc

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

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JOSEPH M. MITRECIC

DENNIS W. DARE
City Manager

CAROL L. JACOBS
City Clerk

Ocean City, MD



2001



TOWN OF
OCEAN CITY

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APPENDIX V

Ocean City Police Department
Office of the Chief
6501 Coastal Highway
P.O. Box 759
Ocean City, MD 21843
Ph: 410-723-6601
Fx: 410-723-4010

March 18, 2004

Fraternal Order of Police
F.O.P. President
Ocean City Lodge 10
P.O. Box 1198
Ocean City, MD 21843

Dear F.O.P. President:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2004, the F.O.P. and the Town of Ocean City discussed and agreed that if the Town forms focus groups for the purpose of investigating and/or recommending changes to its current health insurance plan applicable to the bargaining unit and/or current retirement plan applicable to the bargaining unit, it will permit the F.O.P. to designate one representative to serve on each such focus group.

Sincerely,

Bernadette DiPino
Chief of Police

BAD:dlc

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

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MAYOR
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City Manager

CAROL L. JACOBS
City Clerk

Ocean City, MD



Appendix VI

Holiday Schedule *July 1, 2005~~8~~ - June 30, 2008~~10~~*

<i>FY09 Holiday Schedule</i>	<i>Date of Observance</i>	
Fourth of July	07/04/08	Friday
Labor Day	09/01/08	Monday
Columbus Day	10/13/08	Monday
Veterans Day	11/11/08	Tuesday
Thanksgiving Day	11/27/08	Thursday
(2 days)	11/28/08	Friday
Christmas Day	12/25/08	Thursday
(2 days)	12/26/08	Friday
New Year's Day	01/01/09	Thursday
Martin Luther King Birthday	01/19/09	Monday
President's Day	02/16/09	Monday
Memorial Day	05/25/09	Monday

<i>FY10 Holiday Schedule</i>	<i>Date of Observance</i>	
Fourth of July	07/03/09	Friday
Labor Day	09/07/09	Monday
Columbus Day	10/12/09	Monday
Veterans Day	11/11/09	Wednesday
Thanksgiving Day	11/26/09	Thursday
(2 days)	11/27/09	Friday
Christmas Day	12/24/09	Thursday
(2 days)	12/25/09	Friday
New Year's Day	01/01/10	Friday
Martin Luther King Birthday	01/18/10	Monday
President's Day	02/15/10	Monday
Memorial Day	05/31/10	Monday

<i>FY11 Holiday Schedule</i>	<i>Date of Observance</i>	
Fourth of July	07/05/10	Monday
Labor Day	09/06/10	Monday
Columbus Day	10/11/10	Monday
Veterans Day	11/11/10	Thursday
Thanksgiving Day	11/25/10	Thursday
(2 days)	11/26/10	Friday
Christmas Day	12/24/10	Friday
(2 days)	12/27/10	Monday
New Year's Day	01/03/11	Monday
Martin Luther King Birthday	01/17/11	Monday
President's Day	02/21/11	Monday
Memorial Day	05/30/11	Monday

APPENDIX VII

First Reading _____

Second Reading _____

ORDINANCE 2008-

AN ORDINANCE AMENDING THE OCEAN CITY, MARYLAND PUBLIC SAFETY
EMPLOYEES PENSION PLAN AND TRUST

WHEREAS, Mayor and City Council of Ocean City (the "City") has adopted The Ocean City, Maryland Public Safety Employees Pension and Trust (the "Plan") effective as indicated.

WHEREAS, Section 7.1 of the Plan permits the City to amend the Plan; and

WHEREAS, the City desires to amend the Plan to reflect the establishment of an ongoing DROP program and a special DROP program as a result of a collective bargaining agreement between the City and FOP Lodge No. 10 ("FOP Union"), both effective July 1, 2008.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE MAYOR AND CITY COUNCIL OF OCEAN CITY THAT THE OCEAN CITY, MARYLAND PUBLIC SAFETY EMPLOYEES PENSION PLAN AND TRUST BE, AND IT IS HEREBY AMENDED, AS FOLLOWS:

Effective July 1, 2008, the following new Sections 3.13 and 3.14 shall be added at the end of Article 3:

3.13 ONGOING DROP PROGRAM. Effective July 1, 2008, the City shall offer an ongoing DROP program to Employees covered under the collective bargaining agreement between the City and FOP Union then in effect under which Plan benefits shall be provided in accordance with the following provisions:

(a) Only Participants who are "Eligible DROP Participants" or a "Eligible Special DROP Participant" shall be eligible to participate in the ongoing DROP program. An "Eligible DROP Participant" is a Participant with Periods of Credited Service which, within a reasonable period of time, are expected to total twenty-five (25) years.

(b) Within a reasonable period of time prior to the date on which the Periods of Credited Service of an Eligible DROP Participant are expected to total twenty-five (25) years, the City shall notify such a Participant of his or her eligibility for the ongoing DROP program and shall provide a written explanation of the Participant's benefit in the ongoing DROP program. The Participant shall be given forty-five (45) days to elect to participate in the ongoing DROP program, and such election shall be made by the Participant in writing on a form supplied by the

City and shall include a release of all claims the Participant may have against the City and its officers and employees, the Plan and the fiduciaries of the Plan, in a form approved by the City Solicitor. The election to participate shall be voluntary.

(c) An Eligible DROP Participant who fails to make an affirmative written election to participate in the ongoing DROP program within the time period for making such elections shall not be eligible to participate in the ongoing DROP program, and his or her benefit under the Plan shall be determined without regard to this Section 3.13. The election of an Eligible DROP Participant to participate in the ongoing DROP program may be revoked by the Participant by notice in writing delivered to the City at any time within seven (7) days after the election is made and thereafter shall be irrevocable.

(d) With regard to 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 total twenty-five (25) years (the "DROP Participation Date"), the following provisions shall apply:

(e) The provisions set forth in Section 3.13 (d) (iii) through (g) shall apply for an

(i) The DROP Participant's Accrued Benefit as of his or her DROP Participation Date shall not be increased. As referred to herein, the Drop Participant's "Retirement Date" shall be the date on which he or she terminates employment which shall be no later than 3 years after from the DROP Participation date.

(ii) The City shall establish and maintain on behalf of the DROP Participant a bookkeeping account (the "Account") to which shall be credited (A) the amount of the monthly retirement benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option, and (B) interest credits as determined below. The amount described in (A) shall be credited as of the first day of each calendar month commencing with the DROP Participation Date and ending with the first day of the calendar month immediately preceding the Participant's Retirement Date.

(iii) Neither the establishment of an Account nor the crediting of amounts to an Account shall be construed as an allocation of Plan assets to, or a segregation of such assets in, such an Account, or as otherwise creating a right in any person to receive specific assets of the Plan. The benefit attributable to the DROP Participant's Account shall be paid from the general assets of the Plan.

(iv) As of the last day of each calendar month commencing with the last day of the calendar month in which falls the DROP Participation Date and ending with the last day of the calendar month coincident with or immediately preceding the Participant's Retirement Date (subject to the last sentence of subsections (e) and (f) and the second sentence of subsection (g)), the Account maintained on behalf of a DROP Participant shall be credited with interest equal to the monthly equivalent of the percent per annum yield for 6-month CD's (secondary market) for the immediately preceding month, as reported in Federal Reserve Statistical Release H.R. 15.

(v) Notwithstanding the second sentence of Section 6.2(b) and subject to the first sentence of Section 6.2(b), a DROP Participant shall make contributions to the Plan pursuant to Section 6.2(a) commencing on July 1, 2008 and ending on his or her Retirement Date.

(e) Upon his or her Retirement Date under the ongoing DROP program, a DROP Participant shall be eligible to receive, notwithstanding any other provision of this Plan to the contrary, a lump sum distribution in cash equal to the balance of his or her Account upon his or her Retirement Date and, in accordance with the applicable provisions of this Article 3, a monthly retirement benefit equal to the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option (or, if the DROP Participant elects, pursuant to Section 3.5, a form of benefit other than the life only option, a monthly retirement benefit equal to the Actuarial Equivalent of the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option). In lieu of a lump sum distribution, a DROP Participant may elect to receive the Actuarial Equivalent of the balance of his or her Account upon his or her Retirement Date in the same form of benefit in which he or she elects to receive the monthly retirement benefit referred to in the previous sentence. If elected, the lump sum distribution shall be paid as soon as administratively feasible following the DROP Participant's Retirement Date (or, if the DROP Participant so elects, as soon as administratively feasible following the January 1 next following his or her retirement date), and the monthly benefit shall commence as of the first day of the month coincident with or next following his or her Retirement Date. If a DROP Participant elects to defer payment of his or her lump sum distribution pursuant to the preceding sentence, his or her Account shall be credited with interest pursuant to paragraph (d)(iv) above through and including the December 31 next following his or her retirement date.

(f) In the event a DROP Participant terminates employment on or after his or her DROP Participation Date and before his or her Normal Retirement Date by reason of total and permanent disability (as defined in Section 3.7), the DROP Participant shall be eligible to receive, notwithstanding any other provision of this Plan to the contrary, a lump sum distribution of cash equal to the balance of his or her Account upon his or her employment termination Date and, in accordance with the applicable provisions of this Article 3, a monthly retirement benefit equal to the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option (or, if the DROP Participant elects, pursuant to Section 3.5, a form of benefit other than the life only option, a monthly retirement benefit equal to the Actuarial Equivalent of the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option). In lieu of a lump sum distribution, a DROP Participant may elect to receive the Actuarial Equivalent of the balance of his or her Account upon his or her employment termination Date in the same form of benefit in which he or she elects to receive the monthly retirement benefit referred to in the previous sentence. If elected, the lump sum distribution shall be paid as soon as administratively feasible following the DROP Participant's Termination Date (or, if the DROP Participant so elects, as soon as administratively feasible following the January 1 next following the employment termination Date), and the monthly benefit shall commence as of the first day of the month coincident with or next following the employment termination Date. If a DROP Participant elects to defer payment of his or her lump sum distribution pursuant to the preceding sentence, his or her Account shall be credited with interest pursuant to paragraph

(d)(iv) above through and including the December 31 next following the Termination Date.

(g) In the event a DROP Participant dies on or after the DROP Participation Date and before his or her retirement date under the ongoing DROP program, his or her Beneficiary shall receive, in addition to the death benefit otherwise payable under Section 4.1 or 4.2, a lump sum distribution in cash equal to the balance of the DROP Participant's Account upon his or her death. Notwithstanding the preceding sentence, in the event a DROP Participant has deferred payment of his or her lump sum distribution pursuant to subsection (e) or (f) and dies before such lump sum is paid, his or her Account shall be credited with interest pursuant to paragraph (d)(iv) through the last day of the month coincident with or next preceding the date of death and his or her Beneficiary shall receive a lump sum distribution in cash equal to the balance of his or her Account upon death. A lump sum distribution payable pursuant to this subsection (g) shall be paid as soon as administratively feasible following the Participant's death.

3.14 SPECIAL DROP PROGRAM. Effective July 1, 2008, the City shall offer a special DROP program under which Plan benefits shall be provided in accordance with the following provisions:

(a) Only Participants with Periods of Credited Service totaling twenty-five (25) or more years as of July 1, 2008 ("Eligible Special DROP Participants") shall be eligible to participate in the Special DROP program.

(b) Within a reasonable period of time prior to July 1, 2008, the City shall notify each Eligible Special DROP Participant of his or her eligibility for the special DROP program and shall provide a written explanation of the Participant's Special DROP benefit. The Participant shall elect to participate in the Special DROP program in writing on a form supplied by the City and shall include a release of all claims the Participant may have against the City and its officers and employees, the Plan and the fiduciaries of the Plan, in a form approved by the City Solicitor. The last date a Participant shall have to make the election is September 1, 2008. The DROP Participation date for those Participants who are eligible for this SPECIAL DROP Program and timely elect participation shall be October 1, 2008. The election to participate shall be voluntary.

(c) An Eligible Special DROP Participant who fails to make an affirmative written election to participate in the special DROP program within the time period for making such elections shall not be eligible to participate in the special DROP program or the DROP Program, and his or her benefit under the Plan shall be determined without regard to this Section 3.14. The election of an Eligible Special DROP Participant to participate in the Special DROP program may be revoked by the Participant by notice in writing delivered to the City at any time within seven (7) days after the election is made and thereafter shall be irrevocable.

(d) Upon the election to participate in the Special DROP program for an Eligible Special DROP Participant (a "Special DROP Participant") the same provisions as a "DROP Participant" in Section 3.13 (d)(i) through Section 3.13 (g) shall apply.

IN ALL OTHER RESPECTS, said Plan and Amendments thereto are hereby ratified and confirmed.

INTRODUCED at a meeting of the City Council of Ocean City, Maryland held on
ADOPTED AND PASSED as ordinance by the required vote of the elected membership of
the City Council and approved by the Mayor at its meeting held on

ATTEST:

CAROL JACOBS, Clerk

RICHARD W. MEEHAN, Mayor

Approved as to Form:

JOSEPH M. MITRECIC, President

GUY R. AYRES, III, City Solicitor

NANCY HOWARD, Secretary



TOWN OF
OCEAN CITY

The White Marlin Capital of the World

Ocean City Police Department
Office of the Chief
6501 Coastal Highway
P.O. Box 759
Ocean City, Maryland 21843

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

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MAYOR
JAMES N. MATHIAS, JR.

CITY COUNCIL MEMBERS

RICHARD W. MEEHAN
President
JAMES S. HALL
Secretary
JOSEPH T. HALL, II
JAMES W. HANCOCK, III
NANCY L. HOWARD
LLOYD MARTIN
JOSEPH M. MITRECIC

DENNIS W. DARE
City Manager

CAROL L. JACOBS
City Clerk

APPENDIX IX

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

Dear F. O. P. President:

This will confirm that during negotiations for the collective bargaining agreement commencing on July 1, 2005, it was agreed that if at any time during the term of that Agreement, Ocean City fails to implement the wage rate and benefit increases set forth in Appendix II of the Agreement at the time specified therein, the parties shall upon 30 days written notice reopen the Agreement to commence negotiations in good faith on wages and such benefits to be provided to the bargaining unit.

Sincerely,

Bernadette A. DiPino
Chief of Police

