

ORDINANCE NO. 3786

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND ENTITLED, "AN ORDINANCE TO ENACT SECTIONS 16-26 TO 16-53 OF THE CODE OF THE CITY OF CUMBERLAND (1991 EDITION) FOR THE PURPOSE OF SETTING FORTH STANDARDS RELATIVE TO WAGES, HOURS, WORKING CONDITIONS AND BENEFITS APPLICABLE TO CITY OF CUMBERLAND POLICE OFFICERS FORMERLY COVERED BY THE TERMS OF A COLLECTIVE BARGAINING AGREEMENT."

WHEREAS, all law enforcement officer employees of the City of Cumberland Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees are presently subject to the terms of a collective bargaining agreement between the City and United Food & Commercial Workers, Local 1994 MCGEO (the "CBA") which sets forth standards relative to wages, hours, working conditions and benefits for those employees;

WHEREAS, in accordance with the terms of the CBA, the City elected to give notice to United Food & Commercial Workers, Local 1994 MCGEO that the CBA would terminate effective June 30, 2015;

WHEREAS, notwithstanding the termination of the CBA, the City desires to maintain standards relative to wages, hours, working conditions and benefits for the said police officers which are consistent with those provided under the terms of the CBA with the exception of those pertaining to union matters and union representation; and

WHEREAS, this Ordinance effects the enactment of City Code provisions which are intended to achieve the foregoing purposes.

SECTION 1: BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND, that Sections 16-26 to 16-53 of the Code of the City of Cumberland are hereby enacted and shall read as set forth in the Exhibit 1 attached hereto.

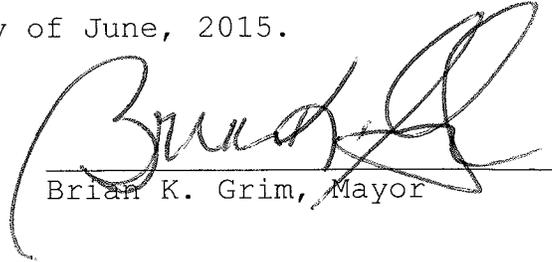
SECTION 2: AND BE IT FURTHER ORDAINED, that

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this Ordinance shall take effect on July 1, 2015.

Passed this 16th day of June, 2015.



Brian K. Grim, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

1st reading: 6/16/15
2nd reading: 6/16/15
3rd reading: 6/16/15
Passed: 5-0

EXHIBIT 1

ARTICLE II – POLICE OFFICERS

Sec. 16-26 - General provisions.

- (a) *Purpose.* The purpose of this article is to set forth the standards relative to wages, hours, working conditions and benefits applicable to Police Officers, as that term is defined hereinafter.
- (b) *Applicability.* The terms and provisions of this article shall apply only in the event Police Officers are not covered by the terms of a collective bargaining agreement.
- (c) *Definitions.* For the purposes of this article, the following definitions shall apply:
 - (1) "Chief" means the Chief of the Cumberland Police Department.
 - (2) "Police Department" means the City of Cumberland Police Department.
 - (3) "Police Officers" means all law enforcement officer employees of the Police Department except the Chief, Deputy Chiefs, Captains, Lieutenants and probationary employees.

Sec. 16-27 – Probationary period.

Police Officers shall serve a probationary period of eighteen (18) months from the date of employment. If required, candidates will attend the first available academy upon being hired.

Sec. 16-28 – Seniority.

- (a) *Definition.* Seniority standing shall be granted to all Police Officers. Seniority shall be calculated based upon the following criteria:
 - (1) Rank
 - (2) Date of Rank
 - (3) Date of Police Certification through MPCTC (Maryland Police and Corrections Training Commissions)
 - (4) Class standing in the law enforcement academy class from which they graduated.
- (b) *Breaks in seniority.* A Police Officer shall lose his seniority standing upon voluntary resignation from employment unless that individual is rehired pursuant to Section 16-28. A Police Officer's seniority shall not be terminated because of authorized leave of absence or layoff.
- (c) *Filling of vacancies.* Notice of all vacancies shall be posted on employee bulletin boards within ten (10) days following the occurrence of the vacancy. Police Officers shall be given ten (10) working days' time in which to make application to fill the vacancy or to fill a new position being created. The Police Officer with the necessary abilities or qualifications shall be awarded the position involved, and such award shall be made within thirty (30) days following the posting on the bulletin board. If two or more Police Officers are deemed to be equal in necessary abilities or qualifications, the most senior individual will be selected. Newly created positions or vacancies are to be posted to include the following information: (i) the type of work, (ii) place of work, (iii) rate of pay, (iv) hours of work, and (vi) classification. This subsection is not intended to conflict with current examination requirements.
- (d) *Seniority list.* The seniority list shall be brought up-to-date January 1st of each year and posted on the Police Officers' bulletin board; such list shall contain date of hire, classification and department.

Sec. 16-29 – Rehire policy.

- (a) Police Officers who terminate employment with the Police Department and leave in good standing may be reinstated if they make application within sixty (60) days of the separation of their employment as a Police Officer. The Chief, with the concurrence of the City Administrator may permit the former Police Officer to be reinstated at the rank and pay grade held at the date of separation if the position has not been filled. Generally, former Police Officers returning within sixty (60) days of separation will not require additional training but an employment investigation will be conducted to cover the period of separation. A former Police Officer that separated from the Police Department will only be considered for rehire at the same rank and pay grade one (1) time in their career with the Police Department. Following the sixty (60) days of the date of separation, a Police Officer that separated from the Police Department may be considered for rehire to any vacant position which they are qualified to fill, provided they maintained certification as a police officer.
- (b) *Effect on other actions.* The seniority date is reassigned for any period equal to the period of separation.

Sec. 16-30 –Lateral Entry.

Persons hired as a Patrolman will be eligible for a maximum of five (5) years of prior service for purposes of placement on the wage scale. Prior service credit must be from an MPCTC certified law enforcement agency or someone who must complete a Comparative Compliance course. If the Police Officer must complete a full academy, they are not eligible. Nothing in this Article prohibits the City from offering advances in vacation time to prospective Police Officers.

Sec. 16-31 – Salary and wage rates.

- (a) *Wage compression.* If any future hires that are brought in above the entry level step on the wage scale because of prior experience, all Police Officers’ salaries shall be reviewed and adjusted if necessary to prevent wage compression.
- (b) *Pay policies.* The City will pay all Police Officers biweekly.
- (c) *Salary schedules.* Police Officers shall be compensated pursuant to the pay schedule set forth in the table below.

Step	Entry	2	3	4	5	8
Sergeant	46,110	47,032	47,972	48,931	49,910	50,908
Corporal	42,575	43,426	44,295	45,180	46,084	47,006
Patrolman	36,300	37,027	37,767	38,522	39,293	40,059

11	14	17	20	25
51,926	52,965	54,024	55,105	56,207
47,947	48,906	49,884	50,882	51,902
40,881	41,701	42,532	43,383	44,250

- (d) *Shift differential.* Police Officers that work between the hours of 1900-0700 shall receive shift differential pay at the rate of \$1.15 per hour.
- (e) *Field training pay.* Police Officers who are field training officers shall receive an additional \$1.75 per hour for each hour they are assigned a trainee.
- (f) *Overtime.*
 - (1) When Police Officers work in excess of their regularly assigned work week or work schedule, they shall have the option of being paid at the rate of one and one-half (1 1/2) for such overtime worked, in addition to any other benefits to which they may be entitled; or they may elect to take compensatory time for overtime worked at the rate of one and one-half (1 1/2) hours for each hour of overtime worked.
 - (2) All overtime worked (call outs and holdovers) shall be rotated among the Police Officers. Call outs shall be managed by the senior member of the squad. Nothing herein shall prevent the Police Department from making an assignment of overtime in an emergency situation requiring a response in recognition of those responsibilities to protect the public safety.
 - (3) Police Officers working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.
 - (4) *Double time.* Double-time shall be paid if Police Officers are required to work more than sixteen (16) consecutive hours. In the event of hold overs, Police Officers working a twelve (12) hour shift must be given no less than eight (8) hours off between shifts.
 - (5) *Off-duty work.* Off-duty corporals and sergeants required to attend special meetings or supervisory meetings by the Chief will receive compensation time at the rate of one and one-half (1½) for the length of the meeting.
 - (6) *Grant overtime.* Police Officers working grant overtime will be compensated at the rate of one and one half (1½) their current rate of pay.
- (g) *Acting pay.* The Chief may designate a Police Officer to perform the duties of an unoccupied position that is vacant due to promotion, reassignment, retirement, extended training or sick leave. Police Officers who are assigned to a higher classified job for a period of more than twenty (20) consecutive days shall receive the rate of pay of the higher classified job retroactive to the first day of work at the higher level. The Police Officer must make a formal request for acting pay compensation to the Chief which will be endorsed and forwarded to the City Administrator for final approval. The Chief may authorize the Police Officer in the acting capacity to display the rank insignia on their uniform for that rank.
- (h) *Call back pay.* Any Police Officer who is called to work outside of his regular shift shall receive as pay the rate of one and one-half (1 ½) his regular hourly rate for such time worked, or a minimum of four (4) hours of straight time pay, whichever is greater.
- (i) *12 hour shift compensation.* Police Officers working a twelve (12) hour schedule will earn four (4) hours compensatory time at a rate of one and one half (1 ½) for a total of six (6) hours for those four (4) hours worked above eighty (80) hours. Police Officers are permitted to carry a cumulative balance of eighty (80) hours of this compensatory leave.

Sec. 16-32 – Work schedules; attendance; hours of work.

- (a) *12 hour shifts.*
 - (1) Police Officers scheduled to work twelve (12) hour shifts shall be scheduled seven (7) twelve (12) hour shifts each fourteen (14) day pay period for a total of eighty four (84) hours.
 - (2) Police Officers working a twelve (12) hour schedule may be asked or they may request to flex their schedule during a two (2) week pay period in lieu of receiving compensatory leave as explained in Section 16-30(i).

- (3) Police Officers will be scheduled for an eight (8) hour shift during a two (2) week pay period at the discretion of the Chief or his designee provided the following criteria have been met:
 - (i) The Police Officer must have a compensatory leave balance in excess of eighty (80) hours.
 - (ii) The Police Officer must work all six (6) twelve (12) hour shifts in the pay period to be scheduled for the eight (8) hour shift.
 - (iii) Forms of paid leave taken during the pay period, i.e.: vacation, holiday, military leave, sick leave, etc., will not necessitate an eight (8) hour shift to be scheduled.
- (4) Police Officers who have not accumulated a balance of eighty (80) hours of compensatory leave may elect to earn compensatory leave in lieu of flex time.
- (b) *8 hour shifts.* The work week of all Police Officers shall be an average of not more than forty (40) hours. The work schedule for the work week herein provided for shall consist of five (5) day tours of eight (8) hours each, with two (2) consecutive days off duty. Any part of this section may be waived provided it is by mutual consent and in writing.
- (c) *Lunch periods and breaks.* The lunch period shall be thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the shift; one (1) to be taken prior to the lunch period and one (1) to be taken after the lunch period.
- (d) *Shift trading policy.* With approval of the Chief or his designee, each Police Officer may be permitted to trade shifts with another Police Officer to work in their place within the same pay period provided:
 - (1) Such substitution is in the same classification as the Police Officer they are replacing. This provision may be waived provided the efficiency of the Police Department is not impaired and provided the affected supervisor(s) in charge agree(s) to the substitution;
 - (2) The officer in charge of the shift, or officer in charge, is notified not less than three (3) days prior to the substitution becoming effective, except in the case of emergency, when notification may be made by phone
 - (3) Neither the Police Department nor the City is held responsible for the enforcement of any agreement made between Police Officers, nor shall the Police Department nor the City incur any additional cost as a result thereof; and
 - (4) Shift trade agreements will be subject to a change in shift differential. Each Police Officer agreeing to a shift trade will receive the differential for the shift they worked.
- (e) *K-9 compensation.* K-9 handlers will be compensated for kennel time pursuant to policy set by the Chief.

Sec. 16-33 – Promotion.

- (a) For an individual to be eligible to be promoted to the rank of Patrolman First Class (“PFC”), they must have two (2) years of continuous satisfactory experience at the time of promotion in the rank of Patrolman at the Police Department.
- (b) For an individual to be eligible to be promoted to the rank of Corporal, they must have two (2) years of continuous experience at the time of promotion in the rank of PFC at the Police Department.
- (c) For an individual to be eligible to be promoted to the rank of Sergeant, they must have two (2) years of continuous experience at the time of promotion in the rank of Corporal at the Police Department.
- (d) For an individual to be eligible to be promoted to the rank of Lieutenant, they must have four (4) years of continuous experience at the time of promotion in the rank of Sergeant at the Police Department.

Sec. 16-34 – Temporary Assignments

- (a) The Chief may make temporary assignments of Police Officers to positions other than those they normally perform in order to meet the requirements of the operations of the Police Department.
- (b) Temporary assignments shall be for a period of no more than sixty (60) workdays.
- (c) Any position that requires more than sixty (60) workdays of temporary assignment shall be considered an open position, except in those instances where positions are open because of Police Officers being on approved leave.
- (d) Special and/or temporary assignments will be posted. Said list will expire after sixty (60) days of posting and all Police Officers will be eligible to sign for said special and/or temporary assignments. Special qualifications, where pertinent, and length of service will be given consideration when selection for such assignment is made.
- (e) Any Patrolman, Corporal and Sergeant who has an assignment other than patrol shift work can make a written request to be transferred back to the patrol unit, subject to the approval of the Chief. The Police Officer shall be granted the transfer no later than twenty (20) working days after the request.
- (f) When courses/training assignments/schools are available, notice will be posted and all Police Officers will be eligible to sign for said courses/training assignments/schools. This list will expire after sixty (60) days of posting. Length of service will be given consideration in selecting candidates for courses/training assignments/schools. When less than ten (10) days' notice is given for training assignments/schools/seminars/etc., a sign up will not be required. Selection will be made by the Chief, giving consideration to special qualifications, subject matter, the Police Officer's assignment, last school attended and length of service.

Sec . 16-35 – Court time.

- (a) Off duty Police Officers will be compensated for summoned appearances in District, Circuit and Juvenile Court in the amount of two (2) hours at the rate of one and one-half (1 1/2) for both morning and afternoon appearances. Police Officers will be compensated at one and one half (1 1/2) for each hour in court after the initial two (2) hours.
- (b) Police Officers shall have the option of taking compensation time in lieu of court pay. Compensation time accumulated from court time must be used within the quarterly period it was earned.
- (c) Any time a Police Officer is summonsed to any court, for either a criminal or civil proceeding, outside the confines of Allegany County, for any action they took while in the performance of their duties for the City, the following procedure shall apply:
 - (1) The Police Officer, with approval of the Chief, may have such court appearance constitute their regular shift or portion thereof for the particular day or days.
 - (2) In the event said court appearance is not counted as a regular shift or portion thereof, the Police Officer shall be eligible for regular time payment or regular time off, to include reasonable travel time to the court site, subject to the approval of the Chief.
 - (3) To the extent available and possible, travel to such court appearance will be in a City vehicle, unless the Chief approves use of a personal vehicle. In the event a personal vehicle is used, any payment received for travel from the applicable court will be offset against any mileage reimbursement claimed under the provisions of this article.
- (d) A Police Officer summonsed to court while on sick leave or workers' compensation leave shall not be entitled to receive court time compensation unless authorized by the Chief or his designee.

Sec . 16-36 – Meal and travel allowance.

- (a) *Personal vehicle mileage reimbursement.* Police Officers shall be reimbursed for use of their personal automobile at the current rate established by the Internal Revenue Service.

- (b) *Travel reimbursement.* Police Officers shall be reimbursed according to the City's Travel and Expense Reimbursement Policy currently in effect.

Sec . 16-37 – Training time.

- (a) Police Officers completing courses or seminars upon the prior approval of the Chief shall be reimbursed for the tuition upon presentment of a certificate or suitable document verifying or confirming the completion of said course or seminar.
- (b) Police Officers who wish to attend a course or seminar which they deem to meet the criteria above shall have the right to seek an opinion from the Chief in advance of attendance as to whether or not that particular course or seminar would be eligible for reimbursement.
- (c) Police Officers who are being granted reimbursement for attending courses or seminars shall be granted administrative leave to attend. A "work day" for the purposes of this section shall be defined by the provision of the Fair Labor Standards Act (FLSA) currently in effect.

Sec . 16-38 – Clothing allowance.

Police Officers assigned to a unit that requires them to wear plain clothes shall be paid a \$425.000 clothing stipend in January and July, a total of \$850.00 per fiscal year.

Sec . 16-39 – Holidays.

- (a) The following days shall be legal holidays and shall be used as paid vacation days in lieu of holidays:

New Year's Day
Martin Luther King's Birthday
George Washington's Birthday
Good Friday
Memorial Day
Independence Day (July 4th)
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving
Day after Thanksgiving
Christmas Day
Police Officer's Birthday

and shall be celebrated on such day as is legally designated therefore. In addition to those holidays above, when Independence Day (July 4th), Christmas Day or New Year's Day fall on Tuesday, the preceding Monday shall be granted as a holiday; when Independence Day (July 4th), Christmas Day or New Year's Day fall on Thursday, Friday shall be granted as a holiday.

- (b) *Premium holidays.* When required to work on Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, or Independence Day, the Police Officer will be paid at the rate of one and one-half (1 ½) for each hour worked. If the Police Officer volunteers or is held over from the previous shift or is "ordered" to work their regular leave day when they are not scheduled to work, the Police Officer shall be paid at a rate of double time for each hour worked.
- (c) *Compensatory time for holiday work.* Those Police Officers assigned to twelve (12) hour shifts that

work a complete twelve (12) hour shift on any City recognized holiday will receive an additional four (4) hours compensatory time for the holiday.

Sec . 16-40 – Annual leave.

- (a) *Policy.* It shall be the policy of the City that vacations are necessary to the health and well being of all its employees and that the time off shall be taken by every employee, except in unavoidable emergencies.
- (b) *Accrual rates.*
 - (1) Vacation shall be adjusted to July 1st next following employment in probationary status at the rate of 5/12 day for each month, or portion thereof, worked in the current fiscal year. Said vacation shall be taken during the next fiscal year.
 - (2) Police Officers hired in the period January 1 to June 30 shall earn forty (40) hours vacation during the first fully completed fiscal year.
 - (3) Police Officers hired in the period July 1 to December 31 shall begin earning vacation at the rate of eighty (80) hours during the first fully completed fiscal year.
 - Second Fiscal Year 80 hours
 - Third through Fourth Fiscal Year 120 hours
 - Fifth through Ninth Fiscal Year 160 hours
 - Tenth through Twenty-fourth Fiscal Year 200 hours
 - Twenty-fifth Fiscal Year and beyond 240 hours
- (c) Each Police Officer shall have the option of taking vacation in hour increments.
- (d) *Scheduling of annual leave.* On a quarterly basis, Police Officers assigned to patrol shall submit vacation requests which shall be granted based upon rank/seniority with preferences granted to those requesting one or more week(s) in accordance with established practices.
- (e) *Reservation costs.* Any reservation costs incurred by a Police Officer through rescheduling of their vacation by the City will be reimbursed, provided that the reservation costs are substantiated.
- (f) *Cancellation or alteration.* Any Police Officer required to cancel or alter an approved vacation, or to return to work while on vacation, shall be compensated for the time actually worked at the rate of one and one-half (1 1/2) the regular rate, and all days worked shall be rescheduled. This section does not apply to mutually agreed cancellation of vacation.
- (g) *Separation benefit.* Police Officers leaving employment with the City shall be reimbursed for all accrued vacation that they were entitled during the current year in accordance with the schedule. *(See Fringe Benefits Booklet.)*
- (h) *Annual leave sell back policy.* Police Officers may sell back 50%, up to one hundred and twenty (120) hours, of their earned vacation each fiscal year. The opportunity to sell vacation time will be made available as of October 15th. Elections of how much leave shall be made by November 1 of each year.
- (i) *Carry-over.* At the sole discretion of the Chief, a Police Officer shall have the opportunity to carry-over a mutually agreed to number of holiday/vacation days from one fiscal year to another for extraordinary circumstances.
- (j) *Transfer of annual leave to sick leave.* Up to forty (40) hours of unused annual leave not addressed by section 16-39(i) will be credited to the Police Officer's accumulated sick leave at the conclusion of the fiscal year.

Sec . 16-41 – Sick leave.

- (a) *Accrual rates.* Sick leave shall be earned at the rate of ten (10) hours per month including any portion thereof and will be cumulative in an unlimited amount. Earned sick leave shall be credited to the Police Officer's personnel record annually less the number of hours used during the fiscal year prior to said annual posting, which shall be July 1st.
- (b) *Use of sick leave.* Sick leave shall be granted to Police Officers when they are incapacitated by sickness, injury or for medical examination or treatment. A Police Officer shall be able to use sick leave in hour increments.
- (c) *Requesting sick leave.* In order to receive sick leave, Police Officers must notify their immediate supervisor or designated person in charge a minimum of one hour before roll call, except in the case of accident or sudden illness, in order that a replacement can be obtained if such is deemed necessary by the supervisor.
- (d) *Medical certification.* Police Officers will be required to produce doctor's certificates when they are off from work for more than two (2) days in order to be paid for use of sick leave. The City will maintain a record of sick leave for each Police Officer. Whenever Police Officers are marked off sick, it will be assessed to their sick leave record.
- (e) *Sick Leave Restriction.*
 - (1) If at any time a Police officer has more than three (3) sick leave occurrences within a twelve (12) month period, that individual will be placed on sick leave restriction. The Police Officer will be required to produce a doctor's certificate before returning to work from any sick leave occurrences while on sick leave restriction. The doctor's certificate will state the Police Officer's ability to return to work.
 - (2) Sick leave occurrences covered by medical certification shall not count towards the above referenced three (3) occurrences within a twelve (12) month period.
 - (3) Police Officers shall be given written notice whenever they are placed on sick leave restriction. Police Officers shall be given the opportunity to respond to the notice.
 - (4) Any Police Officer whose accumulation of sick leave occurrences drops below four (4) in a rolling twelve (12) month period, shall be removed from sick leave restriction.
- (f) *FMLA.* In case of an extended sickness in which a Police Officer has exhausted his/her accumulated sick leave, all unused vacation time must be taken. At the end of this time, if the Police Officer still has to be away from the job because of sickness, a request for leave of absence due to illness shall be made and may be granted by the City Administrator for a period not to exceed one (1) year. The City's FMLA policy, as amended from time to time, is incorporated by reference into this section.
- (g) *Records.* Sick leave accumulated by Police Officers as of July 1, 2012 shall be credited to their personnel records to the extent not already credited.
- (h) *Sick leave sell back.* All Police Officers who have a balance of at least six hundred (600) hours shall be entitled to a bonus for unused sick leave for a maximum of up to forty (40) hours. For each hour of sick leave used up to forty (40) hours a corresponding reduction in the hours available for bonus shall take place. Those hours for which pay is received under this section shall also be deducted from the accumulated sick leave account of the Police Officer. The Police Officer shall elect in writing by June 1 of each year, whether they wish to receive said bonus for the upcoming fiscal year. Sick leave balances shall be based on the Police Officer's available balance as of the last day of the fiscal year.

Sec . 16-42 – Other leave.

- (a) *Bereavement leave.* All Police Officers shall be entitled to bereavement leave because of death in the family, with pay, beginning with the first day of permanent employment. There shall be no accumulation of such leave.
- (1) Five (5) working days shall be granted in the death of a spouse, parent, spouse's parent, child, stepchild or stepparent of the Police Officer.
 - (2) Three (3) working days shall be granted in the death of a brother, sister, grandparent, half-brothers and half-sisters, and stepbrothers and stepsisters.
 - (3) One (1) working day for attendance at the funeral of a brother or sister of the Police Officer's current legal spouse, spouse's grandmother; spouse's grandfather and that this provision shall also apply if the spouse is deceased and the Police Officer is not remarried.
- Said days shall be taken at time of death and funeral services or when funeral services are conducted beyond the usual normal time following death.
- (b) *Emergency leave.* In addition, a Police Officer shall be entitled to leave in the event of an unexpected emergency arising with their immediate household, which said leave shall not exceed five (5) days in any one fiscal year, and when taken, shall be charged to the Police Officer's vacation for that fiscal year. If vacation is exhausted, such leave may be charged to sick leave.
- (c) *Disability leave.* Police Officers who sustain injuries during the performance of police duties while in the employ of the City shall receive their regular rate during the period of temporary total disability, not to exceed one (1) year. The City reserves the right to void this Section in the event a Wage Continuation Insurance Program is instituted. Further, the City shall be responsible to pay the Police Officer only the amount necessary to equal 100% of the Police Officer's net and/or take home pay. Pay shall be calculated by taking the Police Officer's base hourly rate time 80 hours, less applicable taxes.
- (d) *Jury duty.* Recognizing it is the obligation of every citizen to serve as a juror when called upon to do so, a Police Officer called for jury service or subpoenaed as a witness will be granted leave with pay.

Sec . 16-43 – Military training leave.

- (a) *Definitions.*
- (1) "Armed Forces" are defined to include the Army, Navy, Marine Corps, Air Force, and Coast Guard.
 - (2) "Reserve Components" are defined to include the federally recognized National Guard and Air National Guard of the United States, the Officer Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve and the Coast Guard Reserve.
- (b) *Annual training.* Police Officers who are members of the National Guard, or of any Reserve Component of the Armed Forces of the United States, will be entitled to a leave of absence of fifteen (15) days without loss of time or annual leave, during which they are engaged in the performance of official duty as a result of being federalized, or while on annual training duty in this State, or in the United States, under competent orders. Additional time may be permitted at the discretion of the Chief upon receipt of competent orders. While on such leave, they shall be paid their regular gross salary less the amount received from the federal and/or state for their training.
- (c) *Weekend training.* A reasonable effort shall be made by the Chief to alter the regularly scheduled work week of a Police Officer who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends.

Sec . 16-44 – Military service.

- (a) It shall be the policy of the City to guarantee seniority to its Police Officers who volunteer or are called to active military service during a national emergency and a position upon their return to civilian life equal to the one they left, provided they make application within ninety (90) days after being released from military service under honorable conditions. Police Officers who volunteer or are called for active military service shall be paid at the date they leave Police Department employ for all accrued vacation to their credit at that date.
- (b) The City and the Police Officers may discuss the current City military reimbursement practice in the Labor Management Relations Committee.

Sec . 16-45 – Leave of absence.

- (a) *Eligibility.* Any Police Officer may, upon application in writing be granted a leave of absence by the Chief without pay for a period of up to one (1) year.
- (b) *Effect on other actions.*
 - (1) Seniority shall accumulate during authorized leaves of absence related to personal illness, illness in the immediate family or disability. Police Officers shall be returned to the position they held at the time the leave of absence was requested.
 - (2) Seniority with respect to all other authorized leaves of absence shall be reassigned for any period equal to the period of separation.

Sec . 16-46 – Benefits.

- (a) All Police Officers shall enjoy equal opportunity to participate in the health insurance program maintained by the City for other employees on the same terms and conditions as such insurance is made available to such of the City's employees.
- (b) *Coverage during leaves of absence.* Premiums for health insurance coverage will continue to be paid for a period not to exceed six (6) months during leaves of absence without pay, granted for personal illness. All Police Officers with two (2) or more years of continuous employment shall receive paid hospital and medical insurance premium coverage for twelve (12) months during leaves of absence without pay, granted for personal illness.
- (c) *Co-Pay Schedule.*
 - (1) All Police Officers are entitled to Medical and Hospital Insurance coverage with premiums paid by the Police Officer based on the table below. Police Officers may choose from the following categories: Individual, Parent/Child, Husband & Wife, and Family
 - (2) *Insurance premiums.*

HIGH OPTION	City Percentage	Police Officer Percentage
Individual	80%	20%
2 Party	80%	20%
Family	80%	20%

LOW OPTION	City Percentage	Police Officer Percentage
Individual	90%	10%
2 Party	90%	10%
Family	90%	10%

- (3) *Prescription benefit.* The City further agrees to provide prescription drug program coverage for the Police Officer either full-time or retired under the age of Medicare eligibility, and their immediate family. The prescription drug program coverage shall include a generic Ten Dollar (\$10.00)/ Twenty Dollar (\$20.00) Formulary/and Thirty-Five Dollar (\$35.00) non- formulary drug plan.
- (d) *Optical benefit.* The City will pay up to Two Hundred Dollars (\$200.00) for eyeglasses, which shall include contact lenses, for a Police Officer if glasses are needed in the performance of duties. The Police Officer pays the cost of the eye examination. The Police Officer shall be eligible for this benefit no more frequently than once per fiscal year, subject to the below stipulation. If in the course of performing duties, a Police Officer's glasses are broken or damaged, the Police Officer shall immediately report this fact to his/her supervisor. All claims shall be investigated thoroughly by the supervisor before claims are approved for payment. If approved for payment, the Police Officer will be eligible for repair/replacement of glasses in an amount not to exceed Two Hundred Dollars (\$200.00). In the event the Police Officer is eligible for or receives reimbursement from the party causing damage, any money so received will be refunded to the City up to the amount specified herein.
- (e) *Life insurance.* The City shall provide life insurance in the amount of not less than Ten Thousand Dollars (\$10,000) for each Police Officer.
- (f) *Retiree Benefit.* Where a retired Police Officer whose premium is paid by the City, and who has been providing at his/her expense, coverage for his/her spouse, dies, the spouse may continue on the Employer's Group Hospitalization Insurance Program at the spouse's expense until the spouse's 65th birthday. The intent of this provision is to allow for insurance coverage for the spouse in the event of the death of the employee prior to eligibility for Medicare coverage. Any subsequent changes in Medicare eligibility dates (i.e. an increase or decrease in the eligibility age) shall amend the maximum age for the insurance continuation set forth above.
- (g) The City and the Police Officers shall participate in a "Health Coalition" with the City's collective bargaining units to study plan design, utilization trends, quality control, measures, disease management and any other cost containment measures in an effort to enhance benefits and/or reduce the overall cost

of health insurance to the City and its participating employees. Any savings realized as a result of the Health Coalition will go towards labor cost initiatives agreed to by Health Coalition members..

Sec. 16-47 – Retirement.

Police Officers shall be members of the Pension System for the Law Enforcement Officers of the State of Maryland (“LEOPS”) under certain terms and conditions. Those terms and conditions include an administrative fee of .25% (one quarter of one percent) of the Police Officers’ base salary, payable to the City through payroll deduction, for administration of the LEOPS retirement system.

Sec. 16-48 – Labor Management Relations Committee.

- (a) *Definition.* A Labor Management Relations Committee (“LMRC”) is hereby established in order to foster cooperative labor relations between the City and Police Officers and to attempt to resolve matters that affect Police Officers.
- (b) *Procedure.* The LMRC shall meet a minimum of twice a year to discuss workplace issues of concern to the City and Police Officers that cannot otherwise be resolved at a lower level. The City and Police Officers shall exchange proposed agenda items two (2) weeks in advance of each meeting. The City and the Police Officers shall each have the right to appoint no more than three (3) persons to serve on the LMRC.

Sec. 16-49 - Bulletin boards.

The City shall provide reasonable bulletin board space for Police Officers to post employment-related matters. .

Sec. 16-50 - Working conditions.

- (a) *Personal protective equipment .* If any Police Officer is required to wear uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished without cost to the Police Officer by the City.
- (b) *Uniforms and equipment.*
 - (1) The City shall furnish equipment, clothing, shoes, and supplies for the protection of Police Officers in the exercise of their duties under the most hazardous conditions. Such equipment, clothing, shoes, and supplies shall be the best quality for the job as determined by the Chief after consultation with the suppliers of these items. There shall be at least three (3) styles of shoes available.
 - (2) The City shall be responsible for having all required patches, chevrons, service stripes, etc., attached to uniforms.
 - (3) The City shall provide for replacement of shoes when feasible.
- (c) *Parking.* The City shall provide free parking for Police Officers while they are working their assigned shifts and also when they are on official City business, on the City lot adjacent to the Public Safety Building.

Sec. 16-51 - Notice of work rule changes.

The City will provide no less than fifteen (15) days notice of work rule changes for an opportunity for Police Officers to comment prior to implementation. For the purposes of this section a work rule shall be defined as an action affecting all of a shift or shifts’ Police Officers.

Sec. 16-52 – Reduction in force.

In the case of reduction of forces or elimination of a position, Police Department seniority shall govern,

with fitness and ability being equal. Layoffs shall begin with those Police Officers having the least seniority by classification; provided, however, that any Police Officer scheduled to be laid off may, within forty-eight (48) hours of notice of layoffs, claim any position in a similar or lower scale which the Police officer can perform without further training within said department. Police Officers shall be recalled according to seniority in the inverse order of layoff. A Police Officer shall return to work within ten (10) calendar days of written notice of recall by registered letter to the last recorded address or forfeit seniority rights, and be subject to loss of the job.

Sec. 16-53 – Safety and health.

In the event Police Officers believe they are experiencing workplace safety issues, they shall immediately report those issues to the attention of their immediate supervisors. Supervisors are to do everything reasonably necessary to eliminate the identified hazards. If the Police Officers believe that the hazards have not been eliminated with reasonable promptness, or that the supervisors have not taken reasonable steps in that regard, the Police Officers shall notify the Chief of Police who shall conduct an investigation and report his/her findings to the City Administrator.