RESOLUTION NO. 1-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF LAUREL, MARYLAND APPROVING AN AGREEMENT BETWEEN THE CITY AND THE FRATERNAL ORDER OF POLICE, LODGE 11

Sponsored the President at the request of the Administration.

WHEREAS, the City of Laurel and the Fraternal Order of Police ("F.O.P"), Lodge 11 wish to promote harmonious relations between the City and the F.O.P. to establish an equitable procedure for resolving differences, and to establish certain conditions of employment for certain employees: and

WHEREAS, the City and the F.O.P have reached agreement regarding the terms and conditions to accomplish the stated goals; and

WHEREAS, these terms and conditions shall be contained in an Agreement between the City of Laurel, Maryland and F.O.P. Lodge 11 , covering the period of July 1, 2017 through June 30, 2020, and incorporated herein by reference; and

WHEREAS, the City Council has determined that the terms and conditions of the Agreement are acceptable, and are in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Laurel, Maryland, that the Agreement is approved, and the Mayor is authorized to execute the Agreement on behalf of the City, and passed this 13th day of February, 2017.

PASSED THIS 13th day of February, 2017.

ATTEST:

KIMBERLEY A. RAU, MMC
Clerk to the City Council

MICHAEL R. LESZCZ
President of the City Council

APPROVED, this 13th day of February, 2017.

CRAIG A. MOE
Mayor

AGREEMENT
BETWEEN
THE CITY OF LAUREL
AND
FRATERNAL ORDER OF
POLICE LODGE NO.11

EFFECTIVE JULY 1, 2017

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PREAMBLE

This AGREEMENT, between the Mayor and City Council of Laurel, Maryland hereinafter referred to as the "City," and the Laurel Fraternal Order of Police, Lodge #11, Inc., hereinafter referred to as the "F.O.P." is effective the 1st day of July 2017.

WHEREAS, the City and the F.O.P., in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE I - RECOGNITION AND UNIT DESCRIPTION

Section A - Recognition

The City recognizes the F.O.P. as the exclusive representative of Laurel's Sworn Police Employees, as defined in Section B of this Article, for the purpose of negotiating collectively with the City with respect to wages, hours, and other terms and conditions of employment pursuant to and subject to the limitations of Ordinance No. 1758.

Section B - Unit Description

The Bargaining Unit represented by the F.O.P. shall consist of all sworn probationary police and non-probationary police officers at the rank of Sergeant and below (hereinafter "Employees").

Section C - Probationary Employees

1. All newly hired Employees and rehired Employees shall serve a probationary period as outlined in paragraphs 2 and 3. The City may, during such probationary period, in its sole discretion, take any action with respect to the employment of such Employees, including termination, layoff or transfer and no grievance shall be filed or claimed by such Employees or on behalf of any of them by the F.O.P. for or on account of any such action of the City. Except as otherwise provided in this Agreement, newly hired Employees shall be subject to and are covered by the rights and obligations of this Agreement and certain rights under the LEOBR
2. Employees hired as Police Officers shall serve a probationary period of 12 consecutive months from the date they become sworn Police Officers.
3. Employees hired into the Unit as Lateral/Experienced Police Officers shall enter service at a rank no higher than Private First Class and shall serve a probationary period of 12 consecutive months from the date they become sworn personnel in the City of Laurel Police Department (hereinafter "Department") .
4. The Chief in his sole discretion shall determine whether former Employees who are rehired shall serve a probationary period and the duration of such period, provided however that the Chief can extend the probationary period in his discretion as long as the entire period (original plus extension) does not exceed 12 months.
5. The Chief of Police shall have the right to extend the probationary period for any newly hired Employee at his discretion for a period not to exceed six (6) months.

ARTICLE II – F.O.P. MEMBERSHIP AND CHECK-OFF FOR DEDUCTION OF AUTHORIZED DUES FROM PAY

Section A – F.O.P. Membership and Dues Deduction

No Employee is required to become a member or refrain from becoming a member of the F.O.P. The City agrees to deduct from the earnings of each Employee who chooses to become a member of the F.O.P., and who has properly authorized deductions in writing by a proper authorization form duly executed, membership dues to be remitted to the F.O.P. as specified below. The F.O.P. shall provide each Employee executing an authorization form a copy of such form clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City at least 30 days prior to the anniversary date of the authorization. Payroll deductions for F.O.P. dues shall begin on the first possible payroll following receipt of the signed authorization forms by the City Department of Budget and Personnel Services but in no case, later than three weeks following that receipt.

Section B - Remittance

The periodic dues deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the F.O.P. at least once each month.

Section C - Form for Deduction

The authorization for deduction of dues pursuant to this Article shall be made on a form supplied to the Employees by the F.O.P. which has been approved by the City.

Section D - Information to F.O.P.

The City shall supply the F.O.P with a dues deduction printout when requested, but not more frequently than quarterly throughout the term of this Agreement. Said printout shall include each individual's name and amount deducted each pay period.

Section E - Changes to the amount of dues

The amount of the dues deducted shall remain the same until the F.O.P. certifies in writing to the City, over the signature of an authorized officer of the F.O.P., that such dues have been lawfully changed and what the new deduction shall be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

Section F - Indemnification

The F.O.P. shall indemnify and save the City harmless from any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues deducted under this Article as soon as they have been remitted by the City to the F.O.P.

ARTICLE III - RIGHTS OF EMPLOYEES/F.O.P. REPRESENTATIVES

Section A - Selection of Grievance Representatives

The F.O.P. shall have the right to designate three (3) Employees as grievance representatives, at least one of whom shall be from Employees assigned to Patrol. They shall be selected in any lawful manner determined by the F.O.P. from among those actively employed by the City. The F.O.P. shall furnish the Chief of Police with the names of its Officers and grievance representatives and the F.O.P. shall promptly inform the Chief of Police in writing of any changes in Officers or representatives.

Section B - Non-Discrimination

The City and the F.O.P. shall not discriminate against any Employee because of membership or non-membership in the F.O.P. as it relates to the enforcement and administration of this Agreement.

Section C - Individual Employee Discussion with Division Commander

Nothing in this Agreement shall prohibit an Employee from voluntarily initiating and conducting any discussion on any issue or question concerning the Employee's job, assignment or any other term or condition of employment with the Employee's Division Commander or any other member of the Command Staff without participation or representation by the F.O.P. Any adjustment made as a result of such discussion shall not be in conflict with any term of this Agreement.

Section D – F.O.P. Visitation

With permission of the Chief or his/her designee, representatives of the F.O.P., which may include attorneys retained by the F.O.P., shall have reasonable access to space in the Department headquarters or such other space in a City building as the Chief may select in his sole discretion for the purpose of conferring with grievance representatives on time other than the representatives' scheduled work time regarding a step meeting in the grievance procedure. Such permission shall not be unreasonably withheld by the City. All requests for such access shall be made in writing to the Chief at least 24 hours prior to the time of access requested.

Section E – F.O.P. Representation

1. After giving five (5) calendar days' notice to the Chief, one F.O.P. designated grievance representative shall be granted reasonable time off, not to exceed two (2) hours per grievance, with pay when the Representative is required to be engaged in presenting a grievance under this Agreement during that Representative's scheduled hours where it shall not interfere with the operations of the Department.
2. The City reserves the right, at its option with five (5) days advance notice to the F.O.P. to schedule step meetings in the grievance procedure during non-scheduled hours of the grievant and the Representative.

Section F - Use of Bulletin Boards, Inter-Office Mail and Electronic Mail

1. The City agrees to provide a bulletin board at a location designated by the Chief of Police for the purpose of allowing the F.O.P. to inform its membership of F.O.P. business.

2. Material posted by the F.O.P. or sent by the F.O.P. using Departmental e-mail shall not violate criteria generally applicable to the posting of notices on City property. The F.O.P. agrees to provide copies of all notices being posted or sent by e-mail to the Chief of Police prior to the posting or transmission.
3. The F.O.P. shall have use of the Departmental electronic mail (e-mail) for bargaining unit wide distribution of notices concerning F.O.P. meetings.

Section G – Information to Newly Hired Employees

During an Employee orientation, the City shall distribute information produced by the F.O.P. and furnished to the City related to the identity of the F.O.P. and its officers and Article II – Authorized Dues Deductions to all newly hired Employees.

ARTICLE IV – MANAGEMENT RIGHTS

Overall Right to Manage Affairs of the City

In addition to the rights set forth in State Law and in the Laurel City Code, the City shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the affairs of the City and the Department in all aspects, including, but not limited to the rights which are set out in this Article, except where abridged by an express provision of this Agreement. The City shall have the right either through direct action or by delegation of authority to the Chief of Police:

Section A – Right to Allocate Funding

1. To determine the annual budget of the City and the departments, including all financial obligations and expenditures and to exercise its taxing authority;
2. To determine the ways and means to allocate funds to its various departments and projects;
3. To establish methods and procedures for fulfilling its mission;

Section B - Right to Direct Personnel

1. To determine how and when to deploy its personnel, including but not limited to determinations of squad, shift, and assignment and transfer of personnel to other positions in the bargaining unit;
2. To establish, suspend, relocate, or discontinue operations, facilities, stations, and services and to furlough and reduce personnel;
3. To adopt reasonable rules, regulations and General Orders pertaining to the Department's purpose, operation, techniques, efficiency and management; to determine staffing, including, but not limited to, the use of full and part-time police officers and the number of such staff;
4. To suspend, demote, discharge or take disciplinary action against Employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto;
5. To discharge Employees the Chief reasonably believes to be involved in a strike consistent with the

provisions of the Law Enforcement Officer's Bill of Rights or any amendment or successor thereto;

6. To determine the qualifications of Employees for and to make decisions regarding appointment, promotion, step increases and to set the standards of performance, appearance and conduct.

The above rights are not wholly inclusive, and shall not be diminished or eliminated by the City's failure to exercise them or by the passage of time between the exercising of such rights. The City may exercise these rights in any way not in conflict with the obligations of this Agreement.

The provisions of this Section B are subject to the following exceptions:

1. No Departmental Hearing, 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 a Maryland Circuit Court.

2. The investigation or interrogation of an Officer for any reason that may lead to disciplinary action, demotion, or dismissal shall only be conducted by a sworn law enforcement officer.

3. When an employee is required to give a statement pertaining any reason that may lead to disciplinary action, demotion, or dismissal, the Department, before the officer is ordered to give such statement, shall provide the employee with: notice that the employee has the right to legal counsel, the date and location (if applicable) of the incident, the nature of the conduct for which the employee is being questioned (e.g. excessive force in making an arrest; the circumstances involved in the discharge of his/her weapon including the date and location; unlawful arrest; etc.); any written statement authored by the employee; any formal or informal complaint that was drafted or conveyed in reference to the allegations; and video, of any kind (including, but not limited to, body camera footage, cellphone video, surveillance video, or the like) that relates to the allegations.

4. Composition of Hearing Board: Departmental Hearing Boards shall be comprised of representatives from outside agencies. The Hearing Board shall contain at least one law enforcement officer of equal rank to the accused officer. The Chief of Police may appoint, as a non-voting member, a citizen who has received training on Law Enforcement Officers' Bill of Rights (LEOBR).

5. Discipline for Minor Violations:

   a. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused employee a copy of the IAD casebook material for Minor Violations Discipline not less than thirty (30) days prior to the employee's one-person Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit employee or his counsel on request whenever the Department offers punishment.

   b. For Minor disciplinary matters, where a one-person Departmental 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 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.

   c. For purposes of this Subparagraph b, Minor Violations are defined as violations in which no more than a 3-day suspension or a $150 fine may be imposed.

6. Discipline for Major Violations:

a. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused employee a copy of the IAD casebook material not less than forty-five (45) days prior to the employee's Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit employee or his counsel on request whenever the Department offers punishment.

b. For major disciplinary matters, where a three-person Departmental 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 case book material, unless a shorter period is mutually agreed upon by the Department and counsel.

c. For purposes of this Subparagraph b, Major Violations are defined as Violations in which 4-days or more suspensions/loss of leave or more than $150 fine may be imposed.

ARTICLE V - WORK SCHEDULES

Section A - Right to Change

Except as otherwise provided in this Article, the City shall have the right to set and change the pay and work period, shifts, hours of shifts, and schedule and unit/squad assignments of Employees subject to the provisions of this Article. Except as otherwise provided in this Article, the City shall post or otherwise make its designation of pay, work period, shifts, hours of shifts, schedule and unit assignments available to the Employees and the F.O.P. President.

Section B - Notice of Permanent Change

Unless otherwise provided in this Article, the City shall give an Employee and the F.O.P. ten days advance written notice of a permanent change in the Employee's pay period, work period, shift, hours of shift, schedule and unit assignment, except that this ten day notice may be waived by mutual agreement of the Employee and the Chief or his designee, with written notice to the President of the F.O.P. The City shall not be required to give advance notice of a permanent change in the terms identified in this Sub-section as a result of the lack of notice in the event of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police.

As used herein, a "permanent" change shall be 30 consecutive days or longer.

Section C - Pay and Work Period

Subject to Sections A and B of this Article, the Pay and Work Period for Employees shall be a bi-weekly 80 hour period.

Section D - Patrol Schedule

Subject to Sections A and B of this Article, the schedule for Employees assigned to Patrol shall be the 10 hour rotating shift plan and 8 hour midnight shift in effect as of the first day of this Agreement. The City shall notify the F.O.P. President in writing 30 days in advance of any change from the 10 hour rotating shift, and the F.O.P. shall have the right to meet with the City Administrator on a timely basis to discuss the change prior to implementation. The City is not required to bargain to impasse concerning a change in the hours, hours of shift, times, days or duration of any shift.

Section E - Other Employees

All other Employees shall work a schedule that is determined by the Chief.

Section F - Temporary Assignments

The City shall have the right to change the shift, hours of shift, schedule and unit assignment of an Employee or detail an Employee to special assignment with up to 48 hours advance notice to the Employee. The City shall not be required to give advance notice of Temporary Assignment in the event of natural disasters, acts of God, civil emergencies, severe weather events, operational emergencies, staff shortages or homeland security events as determined by the Chief.

ARTICLE VI - LAYOFFS AND FURLOUGHS

If the City determines that it shall make furloughs or reductions in force from Employees covered by this Agreement, it shall first meet with the F.O.P. to discuss the effects of such decision.

The order of layoffs shall be based on the average performance evaluation scores for the prior 2 years as provided in City policy 1-001.03 dated November 8, 1995. In the event of a tie score seniority shall be the second criteria. An employee's seniority is based on the cumulative total length of time the employee has been on the payroll as an employee of the City. The "cumulative total length of time" includes all periods of employment by the City even if there is a break in service; time away from the City is not counted. "Employment" includes time as a probationary employee, part-time employee and full-time employee. However, the City reserves the right to retain Employees who have a necessary skill or who are serving a necessary assignment, regardless of their performance rating or seniority.

The City, for the duration of this Agreement, shall not layoff or subject Employees covered by this Agreement to an unpaid furlough. It is understood by all parties to this Agreement, that this provision will expire on June 30, 2020.

ARTICLE VII - COMPENSATION

Section A - Wage Rates and Adjustments

1. The City and the F.O.P. agree to maintain the current Plan of Compensation for Employees in effect July 1, 2014.
2. In Fiscal Years 2018, 2019, and 2020 the Employees shall receive a step increase, During the term of this contract, any step provided to Employees, pursuant to this Section A shall be an increase of 2.5% per year up to Step 20 on the pay scale and every other year beyond Step 20, effective on the Employee's anniversary date providing the Employee receives at least a satisfactory annual evaluation.
3. Employees who receive any of the following promotions in rank under the current version of the City's Compensation Plan shall receive the pay from the pay scale associated with their new rank and maintain the steps they have earned prior to the promotion:

   From Police Officer to Private First Class

   From Private First Class to Master Patrol Officer

   From Private First Class to Corporal

From Master Patrol Officer to Corporal
From Corporal to Sergeant

4. In the event that a step increase called for in this section would result in an annual salary in excess of the maximum salary amount for that rank, then the maximum salary would control i.e. an officer at step 25 would be at the maximum of the scale and would not be eligible for additional steps.

Section B – Filling a Vacancy

A vacancy in any position covered by this agreement that occurs above the rank of Officer shall be filled by either an employee being placed in an Acting status or by promotion of an individual from an established promotional list within sixty (60) calendar days of the existence of the vacancy. A vacancy shall be deemed to exist when a new position is authorized by an approved budget or when an employee has been promoted or terminated leaving vacant a budgeted, authorized position and any grievance proceedings that may result have been concluded. The Employees governed by this agreement acknowledge that experience gained in an Acting position may be considered when selecting a candidate for promotion to a position vacancy and that a promotion gained by such experience or consideration obtained through a temporary appointment to an Acting position is not a grievable issue.

Section C - Acting Pay

When the Department assigns/details an Employee to the duties of a higher rank due to a vacancy created by a new position authorized by an approved budget or when an Employee has been promoted, terminated or retired and is appointed by the Chief of Police to assume the duties of the higher position in an "acting" capacity for a period exceeding forty-five (45) consecutive calendar days, the Employee shall receive the rate of pay equal to the rate the Employee would otherwise receive upon promotion to that rank. This rate of pay shall be retroactive back to the first day the Employee was appointed by the Chief of Police to assume the duties of the higher position. The City shall continue to pay the Employee at that rate until the Employee is no longer assuming those duties in an "acting" capacity as determined by the Chief of Police. Nothing in this Agreement shall restrict the right of the City to eliminate any position in the approved budget.

Section D - Deferred Compensation

The City shall continue to make available to all Employees the right to participate in the City's Deferred Compensation Plan as well as any City Individual Retirement Account on the same basis as the other City employees who participate in those Plans in accordance with the Plan documents in effect from time to time during the term of this Agreement. Nothing in this Agreement shall restrict the right of the City to change the Plan documents, features, administrator, eligibility provisions, sponsors, investment advisors, investment offerings and plan rules.

Section E - Market Adjustment

In Fiscal Years 2018, 2019, and 2020 the Employees shall receive a 2.5% Market Adjustment increase effective for hours worked in the pay period commencing not more than seven (7) days before or after July 1 of each year of this Agreement. . All such increases will be reflected on the Police Pay Scale.

Section F - Overtime

1. The City shall continue its current practice of computing and paying overtime for the duration of this Agreement.
2. For purposes of computing eligibility for and the amount of overtime the following paid leave days (holidays, annual, sick, administrative, compensatory and personal) shall be treated as time worked in the pay period in which the paid leave day is taken.

Section G - Compensatory Leave

1. Employees have the option to receive overtime compensation in the form of compensatory leave at the rate of time-and-one half (1-½) the amount of time worked in an overtime status in lieu of paid overtime.
2. The option to earn compensatory leave in lieu of paid overtime shall be exercised by completing the "compensatory time" portion overtime slip at the time the overtime slip is submitted.
3. An Employee may accrue at any given time up to a total of 60 hours of unused compensatory leave, and carryover this amount from one year to another. Any compensatory leave accrued in excess of 60 hours shall be paid overtime in the pay period worked.
4. Scheduling of the use of compensatory leave shall be undertaken pursuant to the policies and procedures of the Department that are in effect from time to time during the term of this Agreement.
5. The City reserves the right at any time to issue compensation to an employee for any amount of accrued compensatory leave at the employee's current rate of pay.
6. Upon termination of employment for any reason, any unused accrued compensatory leave shall be paid out at the Employee's regular hourly rate of pay.

Section H - Court Time

1. When an Employee is required to attend work-related court or a work-related MVA hearing, or is summoned to give a work-related deposition during his/her non-scheduled working hours, compensation shall be at a minimum of three (3) hours at the overtime rate.
2. When an Employee is required to meet with the State's Attorney or an Assistant State's Attorney or the U.S Attorney or an Assistant U.S Attorney outside of his or her work hours, and such meeting has been preapproved by the Chief of Police or his/her designee, the Employee shall be compensated for a minimum of three (3) hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum shall apply.

Section I - Field Training Officer Compensation

Employees who are assigned a recruit and/or lateral officer and perform Field Training of such recruit and/or lateral officer shall receive (l) hour of overtime at the Employee's current hourly overtime rate for each full shift of training provided, not to exceed ten (10) hours per pay period.

Section J – Clothing and Uniform Allowance, Issue and Authorized Wear

1. The City shall provide a clothing allowance in the amount of $800.00, payable at the rate of $200.00

quarterly to Employees assigned to CID/ SEU (narcotics) for the entire calendar quarter and required to wear civilian clothing on the job. This allowance shall be paid as a reimbursement for documented purchases of eligible items to include ordinary street clothes such as shirts, ties, pants, sports jackets, suits, jeans, shirts, footwear (to include tennis shoes for SEU), and belts for men and blouses, pants, skirts, dresses, blazers, suits, shoes and belts for women. Specifically excluded are undergarments and socks and accessories such as watches, jewelry, wallets and purses.

2. The City shall provide a boot allowance in the amount of $100 per year for each Employee actively assigned to the Emergency Response Team shall receive an additional $100 boot allowance in FY 2019. Bicycle patrol officers shall receive an additional $100 boot allowance in-FY 2018 and 2020. This allowance shall be paid as a reimbursement for documented purchases of boots for use on the job.

3. It is Department policy to provide all personnel with the equipment necessary to perform their duties as contained in G.O. 3-609 as amended.
   a. All members and employees are required to maintain a clean, neat, well-groomed appearance at all times.
   b. Personnel are responsible for the proper care and maintenance of all issued equipment.
   c. Personnel may not wear uniform items or use equipment that is not issued by the Department or approved by the Chief of Police.

Section K - Specialty Pay – Except as provided herein eligibility for Specialty Pay requires that Employees have at least two years of employment with the Department and prove that they meet the requirements to the satisfaction of the Chief of Police or his/her designee. An Employee is limited in eligibility to a maximum of three (3) quarterly Specialty Pays outlined below, with the exception of the Residency allowance. To receive a quarterly payment they must remain available to perform their special skills for the entire calendar quarter; they can have no absence greater than three days in length with the exception of a paid absence on accrued leave (personal leave, sick leave, annual leave or compensatory leave), administrative leave or military leave. The Chief of Police or his/her designee shall certify a list of those to receive Specialty Pay. The list shall be submitted with the payroll for the first pay period following the end of the calendar quarter (i.e. the compensation for the period January through March will be submitted with the first payroll in April). The Employees governed by this Agreement concur that Specialty Pay shall not be used to calculate overtime rate of pay.

1. **Residency Allowance** - A quarterly incentive of $90 shall be added to the pay of any eligible sworn personnel who maintain their primary residence within the corporate limits of the City of Laurel for the entire preceding calendar quarter.

2. **Foreign Language Allowance** – A quarterly incentive of $45 shall be added to the pay of any eligible sworn personnel who can demonstrate to the satisfaction of the Chief of Police that he/she is sufficiently proficient and fluent in a foreign language to act as an interpreter for the entire prior calendar quarter.

3. **Sign Language Allowance** - A quarterly incentive of $45 shall be added to the pay of any eligible sworn personnel who can demonstrate to the satisfaction of the Chief of Police that he/she is sufficiently proficient and fluent in American Sign Language to act as an interpreter for the entire prior calendar quarter.

4. **Emergency Response Team Allowance** - A quarterly bonus of $150 shall be added to the pay of any eligible sworn personnel that is designated a member of the Emergency Response Team for the entire prior calendar quarter.
5. **Hostage Negotiator/Phone Technician Allowance** - A quarterly bonus of $150 shall be added to the pay of any eligible sworn personnel that is certified Hostage Negotiator/Phone Technician and remains available to serve in that capacity for the entire prior calendar quarter.
6. **Accident Reconstruction Allowance** - A quarterly bonus of $150 shall be added to the pay of any eligible sworn personnel that is certified in Accident Reconstruction and remains available to serve in that capacity for the entire prior calendar quarter.
7. **Evidence Collection Technician** - A quarterly bonus of $150 shall be added to the pay of any eligible sworn personnel that is certified in Evidence Collection and remains available to serve in that capacity for the entire prior calendar quarter.
8. **Canine Maintenance Allowance** – Each Canine Handler shall be paid one-half hour at the Employee's current overtime pay rate per day for care, maintenance and training of their assigned canine partner except for those days when the canine has been boarded. This pay shall be included with each regular pay period.
9. **Detectives** – A quarterly bonus of $150 shall be added to the pay of any eligible sworn personnel that are assigned as a Detective and remains available to serve in that capacity for the entire quarter.

Section L - Holidays

Except as provided herein, the City shall continue its current practice with respect to the number and specific designation of holidays and the computation and payment of Holiday pay, as provided in City policy 4-008 as amended for the duration of this Agreement.

ARTICLE VIII - GENERAL ORDERS

Section A - General Order Revisions

At least one (1) week prior to the implementation of any change in, addition to or deletion from written formal procedures or General Orders, (collectively "G.O. Revisions") the Department shall transmit a draft of proposed changes to the F.O.P. President via e-mail. The F.O.P. shall have the right to provide written comments on any suggested revisions to such G.O. Revisions to the Chief on a timely basis, prior to the implementation date. The City does not have any obligation to bargain with the F.O.P. concerning G.O. Revisions or additions to, changes in or deletions from any other rules, directives or regulations. Nothing herein shall prohibit the Department from requesting comments on G.O. Revisions from Employees in the rank of Corporal and Sergeant or prevent such Employees from providing such comments. This Section shall apply to all G.O. Revisions, except for those G.O.'s which are specifically preserved in this the Agreement.

Section B - Secondary Employment

An Employee may work in secondary employment under the terms of G.O. 4-26 subject to reasonable regulations established by the Chief of Police and pursuant to the Law Enforcement Officer's Bill of Rights ("LEOBR").

Section C - Promotional Process

The City shall observe the promotional process contained in G.O. 3-710 during the term of this Agreement for promotions within the Bargaining Unit, except as modified below:

1. Lateral entry from other law enforcement agencies into supervisory positions will not be considered for the ranks of Corporal, Sergeant or Lieutenant.
2. Employees will be provided with a written announcement of the promotional opportunity and a list of the required study materials to be used for written test questions at least one-hundred Twenty (120) days prior to the commencement of the promotional process.
3. The City shall provide five (5) copies of the current source material to be maintained at Police Headquarters for use by Employees. The FOP shall provide five (5) copies of the current source material to be maintained at the FOP Lodge for use by Employees.
4. The City shall not use the same written or oral exam in consecutive testing cycles.

Section D - Take Home Vehicle

For the term of this Agreement the Take Home Vehicle Program shall be governed by G.O. 3-602 with an effective date of 7/1/14, which reads, in part, "Officers hired on or after July 1, 2010, must live within 25 air miles from 811 Fifth Street, Laurel, Maryland 20707 as determined by a City of Laurel developed GIS based application, to participate in the program unless specific authorization is granted by the City Administrator's Office"

ARTICLE IX - LEAVE

Section A - Continuation of Other Benefits

1. **Use of Accrued Leave** – If the Employee's Workers' Compensation payments are not paid or are suspended for any reason other than a Doctor has issued a release to return to work, the Employee may elect to use available accrued Sick Leave with the approval of the Chief or authorized designee, as long as the usual requirements for such leave are met.
2. **Light Duty** - The provisions of General Order 3-702 with an effective date of 8/16/06 shall be in effect for the duration of this Agreement and shall govern the availability, eligibility for and all other aspects of for the assignment of temporary light duty positions to Employees. If the Department does not provide modified duty in the Department during the time it is medically necessary, the Employee shall be obligated to accept an alternative modified position outside the Department but still in the employ of the City of Laurel.
3. **Medical Appointments** - Administrative Leave shall be granted to an Employee for time spent being examined by a physician or other examiner at the request of the City unless paid by its insurer.

Section B – Civil Leave

When required to report for jury duty, an Employee shall receive full pay as Civil Leave for the days upon which the Employee is required to report or serve. However, Civil Leave shall not count as hours worked toward an Employee's eligibility for time and a half overtime pay.

1. **Authorization** -Immediately upon receipt of a notice, an Employee must provide his/her immediate supervisor with a copy of the notice.
2. **Limitations** - If not required to serve as a juror on a particular day, the Employee must immediately contact his/her supervisor to determine when next to report for work.
3. **Payments** - Any payment received as a juror may be retained in addition to regular salary.

Section C - Election Day Leave

At the discretion of the Employee's immediate supervisor, Civil Leave up to two (2) hours may be granted to any Employee for the purpose of voting in any State or National election. However, Civil Leave shall not count as hours worked toward an Employee's eligibility for time and a half overtime pay.

Section D - Bereavement Leave

The Chief shall grant an Employee bereavement leave for a maximum of three (3) consecutive work days following the death of a member of the immediate family as provided in City Policy 4-011.00 for the duration of this Agreement, provided that additional days of bereavement leave may be granted when out-of-state travel is required. However, Bereavement Leave shall not count as hours worked toward an Employee's eligibility for time and a half overtime pay.

Section E - Leave for Negotiations

Up to five (5) members of F.O.P. Lodge 11 selected by the F.O.P. shall be granted Administrative Leave for the purpose of meeting with the City to negotiate a collective bargaining agreement for attendance at those bargaining sessions conducted during their regularly scheduled working hours. Such leave may include internal caucus time before and after each session on the day of such session for meetings among the F.O.P's bargaining representatives.

Section F – Leave for F.O.P. Activities

The City shall provide up to 40 hours of Administrative Leave per fiscal year to be used by the F.O.P.'s State Delegate to allow him/her to attend Area-wide, State or National conventions and F.O.P. sponsored labor relations training. A request for the use of this leave must be submitted to the Chief of Police in writing at least 10 days in advance. The request must identify the purpose, date(s), time(s) for which the leave is requested. Leave may be used in increments of four or more hours. The Chief of Police shall respond to this request within 5 days of receiving the request and it shall be granted to the extent that the absence is consistent with operational needs.

Section G - Annual Leave

The City shall continue its current practice and policy with respect to the accrual of, process of granting and carry over limitations of annual leave for Employees for the duration of this Agreement.

Section H – Personal Leave

Employees may carryover up to ten (10) hours of Personal leave per year; any such accrued, unused leave that exceeds the ten (10) hour carry-over limit shall be forfeited. Hours of leave carried over pursuant to

this provision shall not be paid out at termination of employment or retirement.

Section I – Military Leave

1. **Annual Training -** Eligible employees shall receive full compensation for up to two weeks of military service per Federal fiscal year to fulfill their mandated annual training obligations. The Employee shall receive compensation for each day they would normally be scheduled to work as though they had reported to work in the normal manner and worked a standard work day without overtime or shift differential. However, paid Military Leave shall not count toward the eligibility for time-and-a-half overtime pay.

2. **Weekend Drills** - Eligible employees shall also receive sufficient paid Military Leave to allow them to attend mandatory weekend drill obligations once per month to the extent that they are scheduled to work at the times this mandatory training is held. In addition this leave shall cover reasonable travel and up to 10 hours to recuperate in preparation for training should they be scheduled to work during this period. The employee shall receive compensation as though they had worked their normal work schedule without overtime or shift differential. Paid Military Leave shall not count as hours worked toward an employee's eligibility for time-and-a-half overtime pay.

3 **Advance Notification** - To obtain consideration for this Military Leave an employee must advise their supervisor of their schedule for military weekend drills or annual training as soon as they receive them from their military command. Employees shall be required to use their own accrued leave or take Leave without Pay for any additional training throughout the year that is outside the once monthly drills and two week training outlined above. If the employee chooses to use Leave without Pay for any period of training they remain obligated to pay such typical deductions as Pension Contributions, Health and Dental insurance premiums and repayment of any outstanding debt to the City. Any such amount shall be deducted in full from the employee's next paycheck.

4 **Military Differential** - Eligible employees shall receive partial compensations for any active military service they are called to perform if their military pay is less than their regular base gross pay. This compensation shall be the difference between their regular straight time base City pay (without overtime, shift differential or other bonus pay) and their military pay (taxable income reported on a military pay voucher), for the duration of their active military service. This compensation shall be adjusted with each change in income provided by the military and with any Step increase or Market Adjustment the employee would be entitled to if they had remained actively at work for the City. While on active duty for a period of more than 30 days these differential wage payments are exempt from FICA, but are subject to federal and state income tax withholding.

   It is incumbent upon the Employee to provide the City a leave and earnings statement as soon as possible after entry into active service, and any time thereafter when their military compensation changes, so the calculation can be made to determine the actual compensation due from the City.

ARTICLE X - INSURANCE

Section A – Health Insurance

In addition to setting and determining the Group Health, Dental, and Prescription Drug insurance plan, the City shall have the right in its sole discretion to make such changes in the plan of insurance or insurance provider and premium split with the provision that at least the middle tier insurance plan shall

maintain the current 80% City, 20% Employee premium split.

In the event that the City determines to make such changes, it shall provide the F.O.P with twenty (20) days advance written notice of the changes and an opportunity to discuss such changes. The City does not have any obligation to bargain with the F.O.P. concerning such changes.

Section B - Life Insurance

The City shall continue to provide, at no cost to the Employee, Basic Group Life Insurance coverage in an amount equal to 1.5 times the Employee's annual base salary rounded to the next higher $1,000 (if not already a multiple thereof) and capped at $100,000.

The City shall continue to offer additional individual Life Insurance coverage to the Employee, at the Employee's expense, to the same extent and the same cost as the City provides to all other City Employees.

Section C – Accidental Death and Dismemberment Insurance

The City shall continue to provide, at no cost to the Employee, Basic Group AD&D Insurance coverage with a principal sum equal to 1.5 times the Employee's annual base salary rounded to the next higher $1,000 (if not already a multiple thereof) and capped at $100,000.

Section D – Police Accidental Death and Dismemberment Insurance

The City shall continue to provide, at no cost to the Employee, additional Group AD&D Insurance coverage for Police personnel with a principal sum equal to $100,000.

Section E – Disability Insurance

The City shall continue to provide, at no cost to the Employee, Group Long-Term Disability Insurance designed to provide 60% of the Employee's base salary (not to exceed $5,000 per month) starting on the 91st day of an absence caused by an off-duty injury or the 99th day of an off-duty illness provided the disability is documented to the satisfaction of the carrier.

In addition, the City shall continue to self-insure short term disability coverage designed to provide 60% of the Employee's base salary starting on the first day of an absence caused by an off-duty injury or the eighth day of an absence caused by an off-duty illness through the 90th day of the absence, provided the disability is documented to the satisfaction of the City.

ARTICLE XI - REFERRAL SERVICES

The City shall continue to provide a City-wide Employee Assistance Program that provides free, confidential short-term counseling of up to four (4) visits per issue per year when the identified problem can be resolved with limited intervention, and thereafter coordinate services with mental health plan and community resources as needed. These benefits are available to full-time and part-time employees and their immediate family members.

ARTICLE XII - DEATH BENEFITS

In the event of the death of an Employee the City shall:

1. Pay to the appropriate beneficiary, in accordance with law, any accrued wages due, all unused compensatory time and all unused annual leave.
2. Assist designated beneficiaries with claims for death benefits due under the relevant City provided insurance plans outlined in Article XI.
3. Assist designated beneficiaries with claims for benefits due under the City's Police Retirement Plans and Deferred Retirement Option Plan.

ARTICLE XIII - TUITION ASSISTANCE

The City shall provide Employees with Tuition Assistance as outlined in City Policy 7-001.01, dated March 18, 1998 provided requests are made during preparation of the budget for the year in which assistance is desired and funding is made available in the adopted budget.

ARTICLE XIV - GRIEVANCE PROCESS

All grievances other than those arising from the interpretation, application or alleged violation of this Agreement shall be handled in accordance with the existing General Orders. Grievances arising from the interpretation, application or alleged violation of this Agreement shall be addressed in accordance with Section 4-112 of the Labor Code.

ARTICLE XV - PERSONNEL FILES

Section A - Employee Access

The City shall permit inspection and copying of an Employees' personnel file as provided in City policy 1-004.00. All personnel records shall be treated as confidential information. The F.O.P. shall not have the right to review or examine the contents of an Employee's personnel file without the prior written consent of the Employee on forms provided by the City. Items not available for examination, review or copying include outside confidential records relating to original employment or promotion, criminal history records protected by the FBI's Criminal Justice Information System Security Policy and medical records protected by the Health Insurance Portability and Privacy Act.

Section B - Employee Response

Employees shall have the right to respond in writing to any information contained in their personnel file, which shall be kept in said file.

ARTICLE XVI - CITY OF LAUREL POLICE RETIREMENT PLAN

The City shall continue to operate the City of Laurel Police Retirement Plan under the same terms as it does currently subject to changes in the plan required by federal and state law and regulations. All employees shall participate in the Police Retirement Plan in accordance with its terms, and the City and the Employees shall make contributions in accordance with City Ordinance and the regulations established by the City and the Board of Trustees of the City of Laurel Retirement Plans.

ARTICLE XVII - NO STRIKE OR LOCKOUT CLAUSE

During the term of this Agreement the F.O.P. and Employees shall not engage in, initiate, sponsor, support, or direct a strike or secondary boycott or directly or indirectly picket the City or any of its property in furtherance of a strike. The City shall not lockout the Employees during the terms of this Agreement

ARTICLE XVIII - SAVINGS CLAUSE

Any Article or Section of this Agreement found to be in conflict with the City of Laurel Charter or with any law, ordinance, statute, City or government regulation or declared invalid by decree of a court of competent jurisdiction, shall be void *ab initio* and the parties shall enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE XIX - MISCELLANEOUS

Section A - Designees

As used herein the terms Chief of Police and President of the F.O.P. shall include individuals identified by them to the other Party to be their designees for all purposes for which the designation is made.

Section B - Supervisory Responsibilities of Sergeants

The Parties recognize and agree that Employees at the rank of Sergeant regularly exercise certain assignment, supervisory and evaluation authority over, and other duties in connection with, the work of Employees in lower ranks. Nothing in this Agreement shall restrict or limit those duties and authorities as they have been assigned and performed historically prior to the commencement of this Agreement.

The F.O.P. and Employees shall not commence any internal charge or take any internal disciplinary or other adverse action affecting the membership of Sergeant in retaliation for the exercise of duties identified in this Article.

Section C - Notices

Unless otherwise specified, all notices and correspondence required by this Agreement shall be sent by Departmental mail deposited in the Departmental Mail box of the recipient and via e-mail. The Parties may mutually agree in writing to waive this form of notice requirement in any individual situation. Each Party shall provide the other Party with e-mail addresses and timely updates in the event of changes in names and addresses of its officials who are required to send or receive notices under this Agreement.

ARTICLE XX - DURATION AND FINALITY OF AGREEMENT

Section A - This Agreement shall become effective as of July 1, 2017, and remain in full force and effect through June 30, 2020. Any Party desiring to negotiate a new agreement shall give notice to the other Party no later than August 1 of the year preceding the date of termination. A notice by one Party shall satisfy the requirement for both Parties.

Section B - This Agreement can only be added to, amended, or modified by a document, in writing,

signed by both parties through their duly authorized representatives.

Section C - Provided that there is timely notice of intent to negotiate a new agreement under this Article, the Parties shall commence negotiations for a successor agreement on reasonable days and times in the beginning of September prior to the year that the Agreement expires. If after a reasonable period of negotiation over the terms of a memorandum of understanding a dispute exists between the employer and the F.O.P., or if no understanding has been reached within a reasonable period of time, but not later than February 1, prior to the final preparation date for setting the municipal budget, it shall be deemed that an impasse has been reached, at which time the matters in dispute shall be presented jointly by the parties in writing to the Mayor and City Council for hearing and resolution as provided in the City's Labor Code adopted November 26, 2012.

FOR THE
MAYOR AND CITY COUNCIL OF LAUREL

Craig A. Moe, Mayor

Martin A. Flemion, City Administrator

E. Michael Greene, Human Resource Officer

FOR F.O.P. LODGE 11

Aaron Waddell, President

Clayton Ammerman, Vice President

Adam Cheek, Secretary

F.O.P. LODGE 11 BARGAINING UNIT

Jesse Conyngham

Kezzi Henderson

Stephen Ivory

John Mrozek

Ashley Swidarski

APPROVED FOR LEGAL SUFFICIENCY
John Shay, City Solicitor