



# Collective Bargaining Agreement

Between the

Fraternal Order of Police  
Mount Rainier Police, Lodge 85

and the

City of Mount Rainier, Maryland

January \_\_\_\_, 2013 through June 30, 2017)

Mayor Malinda Miles, City of Mount Rainier

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City of Mount Rainier

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Fraternal Order of Police

Mount Rainier Police, Lodge 85

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## **ARTICLE I**

### **Purpose**

It is the purpose of this agreement to promote and insure harmonious relations, cooperation, and understanding between the City of Mount Rainier, Maryland (hereinafter known as the Employer) and the Fraternal Order of Police, Mount Rainier Police Lodge 85, (hereinafter known as FOP) representing employees covered by this agreement, and to insure full collective bargaining on wages, hours, and working conditions.

## **ARTICLE II**

### **Definitions**

**“Confidential employee means”:** “An employee who has regular access to privileged information regarding personnel management or labor policies through the employee's duty to assist:

- (1) The Mayor or Council member;
- (2) The City Manager or administrator or the Assistant to the City Manager or Administrator; or
- (3) A Department Head or the Deputy or Assistant Department Head.  
(ref 1A-102)
- (4) Conduct internal investigations of police misconduct.

**“Employee”** For purposes of this agreement, “Employee” means all Mount Rainier police officers of the rank of Corporal and below the rank of Corporal who are not in a probationary status. (Ref Section 1A-102)

**“Bargaining Unit”** The police bargaining unit includes all full-time non-probationary law enforcement officers who are permanently ranked at or below the rank of corporal (City Ordinance or the City Code defines the bargaining unit as may be amended from time-to-time by the Mayor and City Council, ref Section 1A-102).

**“Employee organization”** is: Any lawful organization that has been certified by the Commissioner (Maryland Division of Labor and Industry or its successor agency) as representing the members of the bargaining unit which admits members to membership, the primary purpose of which is to represent employees concerning terms and conditions of employment. The term shall not include any organization which discriminates because of race, color, sex, religion, national origin, sexual orientation, or marital status with regard to the acquisition or retention of membership, or in accepting or advancing members in any training, apprenticeship or employment program.

**“Employer”** is: The City of Mount Rainier, as directed by the Mayor and Council of the City of Mount Rainier, Maryland and delegated to the City Manager and Chief of Police in the City Charter.

**“Grievance”** is: A dispute concerning the application or interpretation of the terms of a collective bargaining agreement; or a claimed violation, misinterpretation or misapplication of the rules or regulations of the employer affecting the terms and conditions of employment.

**"Strike"** is: By concerted action, the failure to report for work or duty, the willful absence from positions, sick out, stoppage or slowdown of work or the abstinence in whole or in part from work or duty for the purpose of inducing, influencing, coercing or preventing a change in compensation or rights, privileges, obligations or other terms and conditions of employment.

**"Domestic Partner"** is: "Domestic or Same Sex Partner" Significant other who resides with employee as a live-in spouse or partner, and who is eligible for domestic partner benefits and considered an immediate family member, pursuant to City recognition by resolution or regulation.

**"Immediate Family"** is: A Spouse, domestic partner, parents, step parents, children, step children, siblings, mother/father-in-law, grandparents, grandchildren, and any person who formerly had or currently has a legal guardianship relationship with the employee.

**"Management"** is: any sworn officer above the rank of corporal including the Chief of Police and City Manager.

**"Exclusive Representative"** – The Fraternal Order of Police, Mount Rainier Police Lodge 85 (hereinafter known as FOP).

**"Member"** – Any City employee who is allowed membership in the Fraternal Order of Police, Lodge 85, in accordance with its Constitution and By-Laws or the rules and regulations of the State or Grand Lodges of the FOP.

### **ARTICLE III**

#### **No Strikes**

A. The services performed by the employees are essential to the public health, safety and welfare. Therefore, strikes, work stoppages, sick outs or slow downs by employees shall be considered misconduct and disobedience, and any employee participating in such an action is subject to immediate dismissal without notice.

B. The employee organization shall not engage in, initiate, sponsor, support or direct a strike, work stoppage, sick out or slow down by employees. If any employee organization is found by the employer to have violated this provision, its recognition as Exclusive representative shall be revoked, and it is ineligible to participate in elections or be recognized as Exclusive representative for a period of two years thereafter. (Ref Section 1A-109)

## **ARTICLE IV**

### **Non Discrimination**

The employee organization or exclusive representative shall not discriminate against any employee because of race, color, sex, religion, national origin, sexual orientation, disability or marital status with regard to the acquisition or retention of membership, or in accepting or advancing members in any training, apprenticeship or employment program.

## **ARTICLE V**

### **Management Rights**

**Section 1:** Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all rights, powers and authority previously possessed or enjoyed by the City prior to this Agreement are retained by the City, and may be exercised without prior notice to or consultation with the FOP.

**Section 2:** Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.
- B. To determine the purpose and functions of the Police Department and its constituent units.
- C. To perform those duties and exercise those responsibilities, which are assigned to the City by Federal and State Law, City ordinance or by City regulation.
- D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or improvement of the Police Department, and to select, manage and direct management, administrative, supervisory and other personnel.
- E. To take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby.
- F. To set the methods, means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the City in its sole discretion.
- G. To determine and re-determine job classifications, job content, work schedules and work assignments.
- H. To decide the number, location, design and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the City.
- I. To determine the qualifications of all employees of the Police

Department. To select, examine, hire, classify, train, layoff, assign, schedule, transfer, promote, direct and manage all employees of the Department.

- J. To select supervisory and managerial personnel strictly on the basis of the employer's and Management's determination of individual ability based on competitive examination, performance evaluation or by other elements at the discretion of the City.
- K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees or to relieve such employees from duty for just cause subject to the rules and regulations of the Police Department, City Charter, Code or State law. To increase, reduce, change, modify or alter the size and composition of the work force. To establish, change or modify the number, types and grades of positions/employees assigned to a unit or project of the Police Department.
- L. To increase, reduce, change, modify or alter the size and composition of the work force.
- M. To establish, change, or modify the number, types and grades of positions/employees assigned to a unit of the Police Department.
- N. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted, or to determine when, where and to what extent operations/services shall be increased or decreased.
- O. To establish, change or modify employee duties, tasks, responsibilities or requirements, policies, procedures, roles and regulations as the City may from time to time deem appropriate.
- P. All other rights to manage the Police Department and the operations, functions and purposes thereof that are not recited in or expressly limited by this Agreement are reserved exclusively to the City.

**Section 3:** The City has sole authority to determine and re-determine the purpose and mission of the Police Department.

**Section 4:** If, in the sole discretion of the City Manager or Chief of Police, it is determined that civil emergency conditions (such as the National Terror alert) exist, including but not limited to riots, civil disorders, extreme weather conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency excluding wage rates, overtime and other monetary benefits.

**Section 5:** The City has the sole and exclusive right to direct the managerial, supervisory and administrative personnel and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department whether or not normally performed by the employees within the bargaining unit.

**Section 6:** The selection and assignment of supervisory and managerial personnel are the sole responsibility of the employer and management and shall not be subject to the grievance procedures provided in this Agreement.

**Section 7:** The FOP recognizes that the City and the Police Department have certain obligations to comply with Federal, State and local laws, City charters, ordinances, regulations, directives and guidelines, and shall cooperate in such compliance. Such matters shall not be subject to the grievance procedures provided in this Agreement.

**Section 8:** The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The City shall also have the right, from time to time during this agreement, to suspend selected services/operations in whole or in part.

**Section 9:** The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Maryland and the United States, as well as the Charter of the City of Mount Rainier.

**Section 10:** Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify or delete any rule or regulation rests with the City.

**Section 11:** It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

**Section 12:** Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager as provided by Law, Ordinance, or City Charter.

**Section 13:** Nothing in this Agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations employer or management prerogatives shall not be deemed to exclude other prerogatives of the employer and management not specifically enumerated.

**Section 14:** The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved bargaining unit employee from filing a grievance, but such grievance can only be filed on the grounds that the action complained of is in violation of the express written terms of this Agreement.

**Section 15:** In the exercising of the above-enumerated rights, the City recognizes its obligations to bargain, if the law requires, over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. Nothing contained in this section shall prevent the City from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally

reached as a result of negotiations shall be retroactive to the date of implementation unless otherwise provided by law.

## **ARTICLE VI**

### **Exclusive Representative Recognition and Rights**

#### **Section 1: Exclusive Bargaining Representative**

The Employer agrees to recognize the Fraternal Order of Police, Mount Rainier Police Lodge 85 as the sole and exclusive bargaining representative for the employees of the Mount Rainier Police Department working in the classifications that are listed in Section 2 as the bargaining representative in all matters regarding wages, hours of work and all other terms and conditions of employment.

#### **Section 2: Bargaining Unit Classifications**

The term Bargaining Unit shall be deemed to include those individuals employed in the following classifications:

Police Corporal  
Police Officer First Class  
Non-Probationary Police Officer

#### **Section 3: Payroll Deductions**

The Employer agrees to deduct from the salary/wage of each member of the FOP who has completed and submitted to the Employer a signed authorization for payroll deduction, personally or through the FOP, an amount per pay day equal to a pro-rated share of the annual dues. Such withholding for FOP dues are to be sent monthly to the Treasurer of the Mount Rainier Police FOP. The FOP will notify the employer in writing thirty (30) days prior to any change in such dues.

#### **Section 4: Condition of Employment**

All members of the FOP covered by this agreement as specified above shall, as a condition of employment, be required to join the FOP within 30 days of the execution of this agreement. However, employees who object to joining the FOP and so notify the Employer in writing within thirty (30) days of the execution of this agreement shall not be required to join. These employees shall be required to pay a service fee, not to exceed one-half of the total dues collected from each FOP member, to cover the costs of collective bargaining representation and contract administration. If an employee's bona fide religious practices do not permit the employee to pay dues or service fees to the FOP, the employee may donate a sum equivalent to the service fee to a charitable organization.

#### **Section 5: Hold Harmless**

The Exclusive representative agrees to indemnify and hold harmless the employer from any loss or damages due to payroll errors arising from the operation of this article and from any service fee dispute between the exclusive representative and non-member employee. Once funds are remitted to the exclusive representative, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the exclusive representative.

**Section 6: Relief From Deduction**

The employer shall be relieved from making such deductions for dues upon the member's (a) termination of employment; (b) transfer to a position other than one included in the Bargaining Unit; (c) layoff from work; (d) agreed unpaid leave of absence; (e) failure to receive sufficient wages to equal the deduction; (f) revocation of check-off authorization in accordance with its terms or with applicable law.

**Section 7: Recognition**

The employer recognizes and shall deal with FOP representatives limited to the local President or in his or her absence the FOP Vice-President in all matters relating to grievances and interpretation of this agreement. In the case where neither the FOP President or Vice-President is covered by this agreement, then the FOP shall appoint at least one bargaining unit employee to represent employees in all matters relating to grievances and interpretation of this agreement. The exclusive representative must declare any affiliation with any private or public local, state, national or international organization that represents employees and provide documentation of the affiliation. Any change in affiliation by the exclusive representative without a challenge election filed under the City Code (1A-105) for de-certification will result in the exclusive representative being decertified as the exclusive representative. The affiliate organization must meet the same City Code (1A-105) requirements as the exclusive representative.

**Section 8: FOP Representatives**

A written (electronic notice acceptable) list of FOP representatives and their areas of responsibility shall be furnished to the City Manager and the Chief of Police, in writing, within thirty (30) days of the execution of this agreement. The FOP shall notify the City Manager and the Chief of Police or his/her designee in writing within fourteen (14) days of any changes to the listing.

**Section 9: Processing Grievances**

Subject to the requirements of Section 7 above, the local FOP President or Vice-President, after requesting and receiving permission of the Chief of Police or his designee, shall be allowed reasonable time during working hours with no loss of pay or benefits to investigate and settle grievances, and attend meetings. Such requests will be granted so long as they do not unreasonably interfere with the performance of the employee's work or the operations of the City. Such requests will not be unreasonably denied. Such time shall not be chargeable to any leave time.

**Section 10: Meetings**

The employer agrees to schedule meetings with the exclusive representative, including but not limited to grievance meetings/hearings, negotiations, and Labor-Management meetings during normal business hours. Bargaining Unit member participants, if on duty at these meetings, shall neither suffer loss of pay or benefits nor be discriminated against in any way for attending or participating in the aforementioned.

**Section 11: Use of Bulletin Board**

The employer agrees to provide the FOP with space for a bulletin board for the purpose of allowing the FOP to inform its membership of FOP business. Material posted by the FOP shall not violate criteria generally applicable to the posting of notices on City property. The

FOP agrees to provide the Chief of Police copies of all notices to be posted.

The FOP shall continue to have access to and use of the departmental interoffice mail system for distribution of FOP materials.

The employer shall allow the placement of a bulletin board in an easily accessible, agreed upon location in the police station. FOP notices relating to the following matters may be posted without the necessity of receiving the Police Chief's prior approval:

1. FOP recreations and social affairs;
2. Notice of FOP meetings;
3. FOP appointments;
4. Notice of FOP elections;
5. Results of FOP elections;
6. Reports of non-political standing committees and independent non-political arms of the FOP;
7. Non-political publications, rulings or policies of the FOP;
8. Civil Service Board or Pension Board publications.

It is also understood that no material may be posted on the FOP bulletin boards at any time which contain the following:

1. Personal attacks upon any employee or official of the City.
2. Scandalous, scurrilous or derogatory attacks upon any employee or official of the City.
3. Attacks on any other employee organization or,
4. Attacks on and/or unfavorable comments regarding a candidate for public or FOP office.
5. Any electoral or partisan literature or notices.

## **ARTICLE VII**

### **Review of Proposed General Orders**

Except in emergency situations, drafts of all new or revised general orders will be provided to the FOP President. The FOP President shall have a reasonable period of time not to exceed three (3) working days to review the new or revised general order and direct his/her comments and questions to the Chief of Police. Comments from the FOP may be considered before a final order is issued. There will be no obligation on the Chief's part to reach agreement with the FOP prior to implementing the change. The FOP agrees that the final decision with respect to implementation is left to the Chief of Police.

## **ARTICLE VIII**

### **Grievance Procedure**

#### **Section 1: Definition**

A dispute concerning the application or interpretation of the terms of a collective bargaining agreement; or a claimed violation, misinterpretation or misapplication of the rules or regulations of the employer affecting the terms and conditions of employment (ref 1A-102).

## **Section 2: Rights to Representation**

- A. No employee shall be disciplined without an FOP representative present if requested by the member.
- B. Should the employee believe that a need has arisen for an immediate meeting with the FOP President, he or she will be allowed to meet with a representative only after requesting permission from the Chief of Police or his or her designee. The employee will be allowed reasonable time during work hours with no loss of pay or benefits to meet with the FOP President/designee. Such request will be granted so long as it does not unreasonably interfere, in the judgment of the management, with the performance of the employee's work or the operation of the City.
- C. This grievance process is applicable to all bargaining unit employees except new hired employees that are in a City probationary status.
- D. An employee, permanent or probationary, who has voluntarily resigned or has been terminated, shall have access to the grievance procedure up to 180 calendar days after the date of resignation or termination for disputes involving monetary liabilities. A permanent employee who has been terminated shall also have access to the grievance procedure to grieve a termination resulting from unsatisfactory job performance. Any other grievance initiated by an employee before separation will end with the date of separation.

## **Section 3: Policy**

- A. The parties recognize and agree that the employer and employee shall make every effort to resolve all disputes in a fair and equitable manner. No resolutions of any disputes or other problems shall be inconsistent with the terms and conditions set forth in this agreement.
- B. Grievances must be filed within the periods specified in this article. Grievances not filed or appealed in a timely manner shall be considered resolved based on management's last action. Grievances that management has not responded to within the time frames set forth in this article shall be moved to the next step in the procedure.
- C. The parties may, by mutual agreement, waive certain steps and or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frame. Grievances may, by mutual agreement of the parties, be advanced to any step.
- D. At each step after step 1 of the grievance procedure, the employee is entitled to representation by an FOP representative. At Step (4) in Section 4, the employee is entitled to one additional representative (e.g., Vice President, etc.). The employer

recognizes and shall only deal with authorized FOP representatives at any step.

#### **Section 4: Grievance Procedure**

- A. Nothing in this procedure shall be interpreted to preclude or discourage an officer or member from discussing any problem with his/her immediate supervisor. Disputes involving calculations in pay shall not be subject to this procedure until after the next payday following the date of pay dispute. If the pay dispute is not addressed by the next payday following the dispute, a grievance may be immediately filed at Step 3 of this procedure.
- B. Grievances or disputes, other than the creation of a collective bargaining agreement pursuant to Article II, which may arise between the employer and the employee, shall be settled in the following manner:

Step 1: Within fifteen (15) days after the event giving rise to the grievance or within fifteen (15) days following the time when an employee should have reasonably known of its occurrence, the employee aggrieved shall submit a written grievance, signed by the employee, to the employee's immediate supervisor above the rank of sergeant. This supervisor shall attempt to settle the grievance within fifteen (15) days. A settlement of a grievance at this step shall not be considered as binding on the parties in any future grievance. Grievances that affect more than one employee, or groups of employees, shall be signed and submitted by the FOP President.

Step 2: If a supervisor does not exist between the ranks of sergeant and the Chief of Police or the grievance is not resolved within fifteen (15) days, then all grievances shall be resolved in the following manner. Within fifteen (15) days after the event giving rise to the grievance or within fifteen (15) days following the time when the employee should have reasonably known of its occurrence, the employee aggrieved and, if the employee desires, an FOP representative shall submit a written grievance, signed by the employee and or the FOP President or Vice-President to the Chief of Police. The Chief of Police shall attempt to remedy the grievance within twenty-one (21) days through written notice to the aggrieved employee and the FOP. Unless appealed, the decision at this step is final. Grievances that affect more than one employee, shall be signed and submitted by the FOP President.

Step 3: If after receipt of the decision of the Chief of Police the grievance has not been satisfactorily resolved, the aggrieved employee or the FOP may appeal the Chief's decision to the City Manager. If requested, the City Manager will meet with the aggrieved employee or the FOP to discuss and resolve the grievance within thirty (30) days after the City Manager receives the grievance. The City Manager shall respond within twenty-one (21) days after the meeting with a decision through written notice to the aggrieved employee and the FOP. Unless appealed, the decision at this step is final.

Step 4: If the grievance is still unsettled, only the employer or the FOP may, within fifteen (15) calendar days, by written notice to the other party, request arbitration. If written notice of intent to file for arbitration to the other party is not filed within fifteen (15) days, the decision at Step 3 is final and binding on the parties.

Arbitration proceedings shall be conducted by an arbitrator as provided below:

1. The Maryland Department of Labor and Industry (MDLI) (or its successor agency) is hereby designated as the first choice of the parties to function as arbitrator, and the Federal Mediation and Conciliation Service (FMCS) as the second choice. If the employer and the FOP both consent, they may allow the FMCS to mediate their dispute.
  2. In the event the MDLI and FMCS are unable or unwilling to hear the arbitration, then both parties agree to seek an alternative no-cost source of arbitration.
  3. If the parties fail to select an alternate arbitrator, the FMCS or the American Arbitration Association (AAA) shall be requested by either or both parties to provide a list of five (5) arbitrators. Both the employer and the FOP shall have the right to strike an equal number of names from the panel. The party requesting the arbitration shall strike the first name; the other party shall then strike one (1) name. The process will then be repeated and the remaining person shall be the arbitrator.
  4. The decision of any arbitrator shall be final and binding on the parties. The arbitrator shall issue a decision within thirty (30) business days after the conclusion of testimony and argument. The arbitrator powers and authority are limited as follows:
    - (a) The arbitrator has no power or authority to amend, add to, change, subtract or modify any language or the provisions of this collective bargaining agreement. The arbitrator shall limit his/her decision to resolution of the disputed facts of the grievance presented, through or by his/her interpretation of this agreement. The arbitrator may award any back pay, leave or benefits related to the grievance.
    - (b) The parties agree to share equally the cost of the arbitration proceedings. Each party shall be responsible for payment of their own attorney fees.
- C. The employer shall permit all bargaining unit employees pertinent to the grievance, if requested by the employee, to be given time off from duty without loss of pay in order that said person may testify at the hearing when scheduled. Employees not on duty that may be called to testify shall not be compensated for time spent testifying.
- D. Nothing herein shall be construed to deny the right of individual employee to present matters to the employer on his /her own behalf.

#### **Section 5: Days Defined**

Days are considered calendar days unless otherwise stated.

#### **Section 6: Closed Hearing**

All grievance hearings or meetings are closed to the public.

### **Section 7: Exclusive Process**

This provision of this grievance procedure is the exclusive procedure for resolving disputes arising from and under this agreement. Any action by the City that falls within the scope of the Law Enforcement Officers Bill of Rights (LEOBR) shall not be the subject of a grievance.

## **ARTICLE IX**

### **Take Home Vehicle, Uniforms and Equipment**

#### **Section 1: Take Home Vehicle**

In order to provide safe and reliable motor vehicles to the employee's, the City will endeavor within budget constraints, to replace unserviceable police vehicles during the term of this agreement. The City and the FOP affirm that a take-home vehicle program is beneficial to the City and to the police officers. In order to insure that eligible non-probationary officers have a take home vehicle, the following principles shall be defined in the general order as promulgated by the Chief of Police.

1. Take-home vehicles are assigned based on availability.
2. Take home vehicles may be assigned to officers residing in the State of Maryland within a 25-mile radius of the City (34<sup>th</sup> Street and Rhode Island Avenue). Officers that live within the City will not be charged a monthly service fee. Officers that live outside the City and within a twenty-five (25) mile radius of the City (34<sup>th</sup> Street and Rhode Island Avenue) shall pay a monthly service fee of \$65.00. Effective July 1, 2011, any new officers residing outside of Prince George's County but within the twenty-five mile radius shall pay a monthly service fee of \$100.00.
3. Police officers assigned to take-home vehicles shall provide the following maintenance or services without compensation:
  - a) Oil (including lubrication and filter) changes, every three (3) months or 3,000 miles whichever comes first and provide an original computer generated receipt from a commercial service provider;
  - b) Car washes;
  - c) Provide repair or replacement of minor parts and fluids (washer, wipers, fuses, bulbs, etc.)
4. At the discretion of the Chief of Police, and based upon vehicle availability, probationary officers may be assigned a take-home vehicle upon successful completion of field training.
5. Officers assigned a take home vehicle are authorized minimal personal use of the vehicle within the mileage limits assigned.
6. Officers that live outside of the 25 miles radius and based upon availability and receiving approval from the Chief of Police can park their assigned vehicle at an approved drop off point. Officers wishing to utilize a drop-off point shall pay the

in-county monthly service fee outlined in subsection 2, and must adhere to subsection 3.

### **Section 2: Uniforms**

The employer shall provide an initial uniform issue to all new uniformed employees as defined in the General Orders. Thereafter, every two years during January of even numbered years (e.g. 2008, 2010), the employer shall issue one winter shirt and one summer shirt and one pair of trousers to uniformed employees. The General Orders shall govern the replacement of issued uniform items.

The employer shall provide a City-approved cleaning service for all uniformed employees to clean issued or approved uniforms. After a one-year initial employment, uniformed employees shall be reimbursed for the purchase of uniform shoes not to exceed one hundred dollars (\$100.00) annually. This reimbursement shall be paid to the employee the first pay period after February 1st of each year.

### **Section 3: Business Cards**

The City shall provide business cards to all bargaining unit employees. The content of the "business cards" shall be at the sole discretion of police management.

## **ARTICLE X**

### **Leave**

#### **Section 1: Annual Leave (Ref City Code Section 1-110. Annual leave)**

A. Annual leave begins to accumulate from date of employment, but no paid leave can be taken until an employee has worked three (3) months.

B. Annual leave will be granted on the first day of the next month as follows:

0-5 years of service: 4.62 hours per pay period or fifteen (15) days per year.

6-15 years of service: 6.16 hours per pay period or twenty (20) days per year.

16 or more years of service: Eight hours per pay period or twenty-six (26) days per year.

C. Maximum accumulation as of July first of each year shall be no more 288 hours for all employees. Any bargaining unit employee that has accumulated annual leave in excess of the maximum defined in the City Code shall have the excess applied and credited to the employee's sick leave account.

D. Compensation in lieu of taking leave shall not be allowed.

E. Leave earned, accumulated, and still outstanding at time of separation from service will be paid.

F. Each department head shall require that vacation schedules for his or her employees be prepared in advance, and he or she shall have the authority to adjust such schedules so as to maintain an effective working force at all times.

- G. An employee may request, through his or her immediate supervisor, annual or compensatory leave in increments of at least one hour. All requests for annual or compensatory leave, except in case of emergency, and shall be submitted at least five (5) working days in advance of the date(s) for which the leave is requested. All vacation requests shall be forwarded to the Chief of Police/designee for review and action. Leave requests shall be approved or disapproved on a first come, first served basis.

Vacation requests shall be posted on the leave calendar in the squad room. This posting reserves the requested dates until approval by the supervisor or Chief of Police/designee of the leave request. If two or more employees submit requests for the same dates simultaneously, efforts will be made to accommodate all requests. However, if all requests cannot be accommodated, the longer request shall have precedence.

- H. In the event an employee dies while in the employ of the City their entire annual and compensatory leave balances will be paid to the employee's designated beneficiary.

### **Section 2: Compensatory Time Accrual (Fair Labors Standards Act)**

FLSA Compensatory time may accumulate up to a maximum of 240 hours annually.

### **Section 3: Sick leave. (Ref City Code Section 1-111)**

All full-time employees shall receive sick leave according to the following rules and regulations:

- A. Sick leave begins to accumulate from the date of employment and at the rate of one (1) day a month, or twelve (12) days a year.
- B. Paid sick leave cannot be taken until after an employee has served six (6) months.
- C. Sick leave is cumulative indefinitely, but is forfeited upon separation from service.
- D. Sick leave taken in excess of three (3) consecutive workdays requires a doctor's certificate.
- E. Any abuse of sick leave may require a doctor's certificate for each day taken.
- F. Any employee fraudulently obtaining sick leave shall be subject to disciplinary action, and/or deduction in pay for the leave in question.

Absences in excess of three (3) consecutive workdays shall be supported by written certification from a doctor of the employee's choice and submitted upon his return to work. If an employee covered by this agreement is absent for three (3) consecutive days, management has the right to require the employee to submit to a fitness for duty examination.

**Section 5: Voting Time**

Employees shall be allowed to take up to two (2) hours off with pay to vote on any day an election for public office is held and on any day a primary to select candidates for a National or State elective office is held, at the discretion of the Chief of Police or designee. Voting time shall be limited to the day work tour of duty only.

**Section 6: FOP Leave Bank**

The FOP may establish a leave bank to provide members with time off to attend FOP related training or to attend to FOP related business. If the FOP chooses to establish a leave bank for its members, the procedures for the use of the leave bank shall be subject to negotiation and will be treated as a side bar agreement to this Collective Bargaining Agreement.

**Section 7: Temporary Disability**

This Agreement incorporates, by reference, Section 6-12 of the City of Mount Rainier Personnel Policy and Procedures Manual, as set forth in Appendix B.

**Section 8: Military Leave**

Employees who are called for active military service shall be paid for two weeks leave to their credit at the effective date of his or her official orders. The employee, at his or her discretion, may elect not to be paid for accrued leave but to leave it to his or her credit for use upon returning to employment. However, if it is determined that the employee can no longer fulfill his or her employment obligations, the employee shall be paid for all accrued leave to their credit at the effective date of his or her original official military orders. Further, in case of death as a result of military service, all benefits will be granted and disbursed as if he were in active employment with the City of Mount Rainier. In case of no beneficiary, then his or her benefits will be bestowed to the personal representative of his/her estate.

**Section 9: Parental Leave**

- A. Length of absence because of medically certified incapacitation related to pregnancy or childbirth will be determined on an individual basis by the employee and her physician. The employee, at her discretion may use sick leave, earned annual leave, leave without pay, or a combination of these types of leave for this period.
- B. Employees who are prospective mothers or fathers may use with approval of the Chief of Police/designee accrued sick and annual leave as parental leave before or after the birth of a child or after the adoption of a child in order to care for the child. In all cases of parental leave, the provisions of the Family Medical Leave Act shall be followed.
- C. Employees may request leave without pay to extend parental leave beyond accrued sick and annual leave.
- D. If parental leave is to last more than fifteen (15) workdays, employees must obtain approval from the Chief of Police or his/her designee. Such approval shall not be unreasonably withheld.

**Section 10: Leave Without Pay**

- A. Leave without pay (LWOP) is not a recognized status, and will not be granted, except as noted below. If an employee enters into a leave without pay status, disciplinary action may result and the employee's employment may be in jeopardy.
- B. As an exception, leave without pay may be allowed at the discretion of the Chief of Police if the employee has no accrued leave, advance leave is not appropriate, and no other paid absence as authorized in this article is deemed appropriate.
- C. Sick and annual leave will not be granted for the month in which leave without pay accumulates to one hundred sixty (160) hours or twenty (20) days or multiples thereof.

**Section 11: Court Leave**

- A. An employee who is required to serve as a juror in court shall be allowed the time as needed with pay and without deduction from any accrued leave. Said employee shall be paid his/her regular salary. Any compensation received for the appearance will be turned over to the Clerk Treasurer within seven (7) days of the receipt of the compensation.
- B. In circumstances unrelated to jury services or City business, employees who are subpoenaed shall use annual leave to the extent available and will, thereafter, be placed on LWOP status. No employee will be discharged solely because the employee answered a lawful subpoena.

**Section 12: Funeral Leave**

Funeral leave will be granted to any employee employed full-time by the City of Mount Rainier when there is a death in the employee's immediate family. "Immediate family" is defined as spouse, domestic partner, son, daughter, stepson, stepdaughter, father, mother, brother, sister, father-in-law, mother-in-law, grandmother or grandfather. Funeral leave will be granted to a maximum of three (3) days. This will include one (1) day of administrative leave, and at the request of the employee, up to two (2) days of annual or sick leave (or any combination of these two (2) leave categories) that the employee may request and be eligible to receive.

Administrative leave will be granted to the employee with no charge to the employee's current annual or sick leave. Any employee asking for funeral leave will be paid at his/her basic salary rate without the benefit of any premium pay or night differential or any other special pay that the employee would have earned had he/she been on actual duty.

**Section 13: Personal Leave**

All bargaining unit employees shall receive one (1) personal day of leave per year. A personal leave day shall be recognized as one complete day of work time, regardless of the number of hours the employee is scheduled to work on the date personal leave is taken. This personal day may be used for such events as religious celebrations, birthdays, etc. Approval of personal leave is subject to the same rules of approval for annual (vacation) leave. If the employee does not use the personal day by December 31 of each year, the personal leave day is forfeited.

**Section 14: Holiday Compensatory Time**

If a holiday falls on an employee's regular day off, the employee shall receive eight (8) hours of straight compensatory time.

**ARTICLE XI  
Compensation-Wages and Time****Section 1: Compensation Pay and Time Earned**

Employees shall be compensated for overtime work as follows:

- A. Employees will be compensated at the rate of one and a half (1-1/2) times their regular rate of pay for the time they are required to work in excess of their normal pay period as defined in Article 12, section 1.
- B. In the computation of overtime, all leave with pay, except sick leave, shall be considered time worked. Officers are not allowed to earn overtime while on leave.
- C. Employees shall have the option of overtime pay or compensatory time earned instead of pay for the hours worked in the overtime time frame or any combination, in accordance with the provisions of this article.

**Section 2: Overtime Distribution**

Management shall make every effort to insure that overtime work is distributed equitably among the employees working within the same job class and work location. Overtime work may be performed by non-bargaining unit employees in the same job class and work location after being offered to bargaining unit personnel.

**Section 3: Forced Overtime**

Employees will not be forced to work overtime hours against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work. Employees may be required to work overtime as needed to accomplish the Department's work program. Management and supervision when possible will provide advance notice of overtime requirements so as to not unduly interrupt an employee's non-work time.

**Section 4: Sleep Time (Ref FLSA: 29 CFR 553.222, as maybe amended by DOL)**

- (A) Where a public employer elects to pay overtime compensation to firefighters and/or law enforcement personnel in accordance with section 7(a)(1) of the Act, the public agency may exclude sleep time from hours worked if all the conditions in Sec. 785.22 of this title are met.
- (B) Where the employer has elected to use the section 7(k) exemption, sleep time cannot be excluded from the compensable hours of work where:
  - (1) The employee is on a tour of duty of less than 24 hours, which is the general rule applicable to all employees under Sec. 785.21, and

- (2) Where the employee is on a tour of duty of exactly 24 hours, which is a departure from the general rules in part 785.
- (C) Sleep time can be excluded from compensable hours of work, however, in the case of police officers or firefighters who are on a tour of duty of more than 24 hours, but only if there is an expressed or implied agreement between the employer and the employees to exclude such time. In the absence of such an agreement, the sleep time is compensable. In no event shall the time excluded as sleep time exceed 8 hours in a 24-hour period. If the sleep time is interrupted by a call to duty, the interruption must be counted as hours worked. If the sleep period is interrupted to such an extent that the employee cannot get a reasonable night's sleep (which, for enforcement purposes means at least 5 hours), the entire time must be counted as hours of work.
- (1) If a public agency elects to pay overtime compensation to firefighters and law enforcement personnel in accordance with section 7 of the Act, the public agency may exclude meal time from hours worked if all the tests in Sec. 785.19 of this title are met.
- (2) If a public agency elects to use the section 7(k) exemption, the public agency may, in the case of law enforcement personnel, exclude meal time from hours worked on tours of duty of 24 hours or less, provided that the employee is completely relieved from duty during the meal period, and all the other tests in Sec. 785.19 of this title are met. On the other hand, where law enforcement personnel are required to remain on call in barracks or similar quarters, or are engaged in extended surveillance activities (e.g., "stakeouts"), they are not considered to be completely relieved from duty, and any such meal periods would be compensable.
- (3) With respect to firefighters employed under section 7(k), who are confined to a duty station, the legislative history of the Act indicates Congressional intent to mandate a departure from the usual FLSA "hours of work" rules and adoption of an overtime standard keyed to the unique concept of "tour of duty" under which firefighters are employed. Where the public agency elects to use the section 7(k) exemption for firefighters, meal time cannot be excluded from the compensable hours of work where (1) the firefighter is on a tour of duty of less than 24 hours, and (2) where the firefighter is on a tour of duty of exactly 24 hours, which is a departure from the general rules in Sec. 785.22 of this title.
- (4) In the case of police officers or firefighters who are on a tour of duty of more than 24 hours, meal time may be excluded from compensable hours of work provided that the tests in Sections. 785.19 and 785.22 of this title are met.

## **Section 5: Temporary Duty Pay**

Employees who are temporarily assigned to a job classification for a period in excess of

fourteen (14) days (including days off), shall be paid for all hours worked at such higher pay grade beginning with the first day worked. Compensation shall be based on the established pay scale for the higher classification following the rules for promotion increase (see Article XI, section 14) provided the Police Chief or his/her designee has determined that all of the following conditions are satisfied.

- (a) The position to be filled is an authorized and budgeted position.
- (b) There is no incumbent in the position or the incumbent is absent from duty.
- (c) The assigned employee meets the minimum qualifications for the classification.
- (d) The assigned employee is able to perform all the normal duties expected of a person occupying that position. Temporary transfer or temporary reassignment shall be for a period not to exceed three hundred and sixty-five (365) calendar days.

If mutually agreed to by the employer and the exclusive representative, the position may be renewed for an additional period not to exceed one hundred twenty (120) calendar days or until the position is otherwise filled permanently.

#### **Section 6: Pay Scale**

The City may offer merit increases, COLA's, bonuses, etc. based upon availability of funds and Mayor and Council approval.

#### **Section 7: Standby Compensation and Court Overtime Pay**

An employee who is directed to stand by during off duty hours, and who does stand by as directed, shall receive twelve and one-half (12-1/2) percent of the stand by officer's base hourly straight time rate for all hours on standby. In recognition of the established practice, the employer will continue to compensate employees at a minimum rate of two (2) hours overtime for a.m. stand by for court and a minimum of two (2) hours overtime for p.m. standby for court, not to exceed four (4) hours overtime per calendar day. Officers may only be placed on standby by authority of and at management's discretion and may be required to perform work rather than be on standby.

#### **Section 8: Call In Pay**

Full time employees who are required to report to work for a period of time not consecutive to their scheduled workday and who work more than two (2) hours shall be paid for the time actually worked at the appropriate rate. The employee shall receive a minimum of two (2) hours pay at one and one half (1-1/2) times their hourly rate per call-in.

#### **Section 9: Shift Differential**

Employees assigned to work during the period from 7:00 p.m. to 7:00 a.m. shall receive a shift pay differential of \$1.50 per hour for each hour worked within this period. This shift differential will apply to all hours within this period that occur at the end of a scheduled shift. When a shift begins during the differential period, differential pay will not apply unless more than half of the shift is worked during the differential period.

#### **Section 10: Court Appearance**

When an officer is required to attend court on his/her regular day off or on other than

his/her regular shift, compensation will be at a minimum of two (2) hours at time and one half (1-1/2).

### **Section 11: Holiday Pay**

- A. Except as provided in paragraph (B), employees who work on a holiday shall receive twice the regular rate of pay for each hour worked.
- B. Employees will receive double time pay for work on the actual holiday when the actual holiday falls on a weekend and the holiday is observed on a weekday instead of receiving double time pay for working on the observed holiday.

### **Section 12: Holidays (In Addition To Other Holiday Wordings)**

Employees shall be entitled to the following paid holidays:

1. New Year's Day. If this falls on Saturday, the holiday is Friday. If this falls on Sunday, the holiday is Monday.
2. Martin Luther King Jr. Holiday
3. President's Day
4. Memorial Day
5. Fourth of July. If this falls on Saturday, the holiday is Friday. If this falls on Sunday, the holiday is Monday.
6. Labor Day
7. Columbus Day
8. Veteran's Day. If this falls on Saturday, the holiday is Friday. If this falls on Sunday, the holiday is Monday.
9. Thanksgiving
10. Day after Thanksgiving
11. Christmas Day. If this falls on Saturday, the holiday is Friday. If this falls on Sunday, the holiday is Monday.

### **Section 13: Merit Increase, and Promotion Increases**

- A. Employees who are not at the maximum step of their pay grade on their anniversary date will receive a one-step merit increase.
- B. To receive a merit increase, all employees must meet the standards for satisfactory performance established by the Chief of Police.
- C. The effective date of the merit increase or bonus is the employee's date of hire (anniversary date).
- D. Employees covered by this agreement when permanently promoted to a higher rank, shall receive an increase (no less than listed below) in pay and a corresponding placement on the pay schedule or plan as follows:

POC to Police Officer	5% increase
Police Officer to PFC (PD1 to PD2)	6% increase
PFC to CPL (PD2 to PD3)	7% increase

**Section 14: Overtime Pay**

Personnel required to work over the normal eighty (80) hour pay period posted work schedule, shall be paid at the rate of time and one half (1-1/2). It is understood that the pay period shall include hours of all leave defined by this contract such as vacation, holiday and compensatory time off, except that sick leave shall not be counted for the purposes of computing and determining overtime pay. All full-time employees shall be scheduled for a minimum eighty (80) hours per pay period. Management may assign overtime as necessary to accomplish the Department's work program.

**Section 15: Field Training Pay**

Employees who are assigned to the Field Training Officer program shall receive fifty dollars (\$50.00) per week during their assignment as Field Training Officer for each recruit or new hire.

**Section 16: Pay During an Emergency Closure**

Employees whose regular work schedule calls for them to work during an emergency closure and who report to work as scheduled will receive bonus compensation equal to three hours (two hours at time-and-a-half) at their regular hourly rate for each regular shift, or, at the request of the employee, three hours of straight compensatory time, instead of receiving compensatory time off as in the case of non-bargaining unit employees.

## **ARTICLE XII**

### **Hours of Work and Schedules**

**Section 1: Hours of work, workday and workweek defined.**

Except in cases of necessary appearances in court and emergency or special duty assignments, the Chief of Police or his/her designee shall have the flexibility to establish a work day that consists of eight, nine, ten or twelve continuous hours, and a week's work shall consist of forty (40) hours for an eight or ten hour work day schedule. Other workday schedules shall be determined by the pay period of 80 hours. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time to be designated by the Chief of Police/designee. Employees shall share equally the responsibility to insure that they are scheduled for either 40 hours per week or 80 hours per pay period as defined by the work schedule and shall immediately report any discrepancy to management.

**Section 2: Scheduling**

When mutually agreeable to the employer and the FOP, innovative work schedules may be implemented. Such schedules shall not result in any reduction of benefits. No individual swapping of work schedules and/or times shall be allowed. Nothing in this section shall preclude management from establishing a work schedule(s) that best provides for accomplishment of the Department's work program.

**Section 3: Pay Period defined.**

The pay period shall be defined by the City Manager.

**Section 4: Posting of Work Schedules**

Work schedules shall not be posted less than twenty-one (21) days, except in cases where a resignation, injury or emergency condition requires a schedule change. In this case fourteen (14) days advance notice shall be given.

**Section 5: Emergencies and Work Schedules.**

Except in case of a declared emergency or increase in the National Terror Alert as declared or defined by the City, County, State or Federal Government where work schedules may be suspended, there shall not be any permanent scheduled shifts or shift changes without a minimum of fourteen (14) days' notice to affected employees.

This section applies only to bargaining unit members assigned to patrol duties and does not include police officers assigned to task forces, investigative or administrative duties and/or light duty. The schedules of these employees may be flexed in order to accomplish the work program.

**ARTICLE XIII  
Personnel, Work Rules****Section 1: New/Vacant Position/Internal Posting**

All new and vacant promotion opportunities shall be posted on a bulletin board for a period of ten (10) working days.

**Section 2: Promotion**

All eligible employees shall be afforded the opportunity to apply and be evaluated for a vacant position by a competitive promotional process, which may include but is not limited to a written examination and oral interview. This section in no way prohibits management from seeking candidates from outside the Department to hire qualified persons for vacant positions, and to hire qualified applicants at a rank and salary commensurate with their experience, knowledge, skills, and abilities; or at a rank and/or salary consistent with the personnel needs of the Department.

Pursuant to the provisions of the City Personnel Manual Chapter 4, Article 3, Section 4-301, when a regular position vacancy occurs, the City of Mount Rainier may decide to conduct an internal search and promote from within. Every employee who meets the minimum qualifications for a promotion shall be given the opportunity to apply for the promotion. Internal searches are not advertised to the general public. The promotion opportunity, including the vacancy announcement, position description, and procedures for applying, shall be posted in the department where the vacancy exists and on City property where employee notices are normally posted at least 5 workdays before the selection process begins. The Chief of Police shall interview all applicants who meet the minimum requirements. In the event of numerous applications, the Chief of Police may interview only the three highest ranked candidates.

**Section 3: Safety and Health**

A. The Employer shall make every good faith effort to provide safe and healthy working conditions for employees. Employees shall refer any unsafe or unhealthy conditions to

management and to the FOP for joint consideration.

- B. The Employer is concerned for officer safety and shall ensure, within its means, maximum safety for officers regardless of assignment. The City will continue to work within and seek assistance as needed through the use of Memorandums of Understanding with surrounding jurisdictions to provide patrol assistance.

#### **Section 4: File Maintenance, Official Files**

The employee's official personnel file is defined as the file maintained under the direct supervision of the Chief of Police/designee. The official personnel file (excluding any LEOBR investigation of complaints and background files, but including training, medical files and personnel files), along with notes made and kept by the employee's supervisor in the course of daily supervision are valid for purposes of promotion, discipline, etc. The City Treasurer shall maintain an auxiliary personnel file containing information relative to payroll processing.

#### **Section 5: Access and Inspection of Personnel File**

By request to the Office of the Chief of Police, employees shall be permitted to examine and make copies of their complete official personnel file (subject to the City Charter, City Code and State, Federal law). Management shall respond to the request in a reasonable time and set an appointment when the employee may review his or her personnel file. Federal or State law governs accesses to the employee's files.

#### **Section 6: Confidentiality**

Personnel records will be maintained in a secure and confidential manner at all times. Access to an employee's personnel file shall be restricted to those persons required to use the record to conduct official business and payroll processing. Only the employee's immediate supervisor and other persons in the chain of supervision up to and including the City Manager, and the City Attorney, may review personnel records. When reviewing personnel files the City Manager and the City Attorney shall adhere to all State and Federal confidentiality laws relating to personnel records.

#### **Section 7: Positive Entries**

Management shall endeavor to place in an employee's file information of a positive nature, indicating competencies, achievements, performances, commendations, or contributions of an academic nature. Employees may request this type of information be placed in their file by providing a copy to the Chief of Police.

#### **Section 8: Confidential Inquiries**

Confidential inquiries and replies from competent responsible outside sources, such as recommendations and references will not be filed in the official personnel file. Confidential inquiries and replies will not be honored unless accompanied by a release signed by the employee.

#### **Section 9: Derogatory Information**

Before derogatory information is placed in a file, it must be signed and dated by the person submitting the information for the file. Also, before derogatory information is placed in a file the employee shall be given the opportunity to acknowledge that he has reviewed such

material by affixing his or her signature on the actual copy to be filed. Signature by the employee merely indicates that he has read the material to be filed and does not signify that he agrees with the content. Refusal to sign may result in disciplinary action up to and including termination.

#### **Section 10: Removal of Derogatory Information**

Unless a third party is involved, negative or derogatory information, which is no more serious than a written counseling, shall be removed as requested, in writing, by the employee after one year from the date of occurrence, provided there has, during that one year, been no reoccurrence of a situation significantly similar to what gave rise to the initial inclusion of such documents in the employee's personnel file. Such information shall include but is not limited to notices of discipline and letters of counseling.

#### **Section 11: Right to Respond**

Employees have the right to respond to any material filed in their personnel file and that response shall be attached to the file copy. Furthermore, an employee shall be allowed to review any disputed material pursuant to the grievance procedures set forth in this agreement.

#### **Section 12: Copies of Policies and Procedures**

The employer agrees to furnish to all new employees a copy of the City Code, City Personnel Manual and Police General Orders (including job descriptions). The employer agrees to make available to any existing employee and the FOP, any changes to the City Code, City Personnel Manual and Police General Orders (including job descriptions).

#### **Section 13: Job Descriptions Review and Comment.**

Job descriptions for all positions within the Department are developed and published by management. The FOP will have the opportunity to review and comment on job descriptions established by management, however, job descriptions shall not be subject to bargaining or approval by the FOP.

#### **Section 14: Temporary Assignments**

All employees shall work substantially within the confines of their job description or such job description will be modified through a reclassification process. This Section does not include temporary duty assignments lasting less than six (6) months, nor does it preclude management from assigning officers to temporary duty in any position within the Department.

#### **Section 15: Posting of Transfer Opportunities**

The employer agrees to post notices of transfer (except between patrol squads) opportunities for a period of ten (10) calendar days. Notices will be posted in writing on the designated bulletin board in the police station. Notices will identify the specific position vacancy by the smallest organizational unit in effect on the date of the posting.

#### **Section 16: Secondary Employment.**

An employee may work approved secondary employment consistent with departmental rules and regulations as promulgated by the Chief of Police. FOP members are permitted

to work uniformed security-related secondary employment outside the City but within Prince George's County, subject to all other existing restrictions on uniformed security-related secondary employment, and subject to the requirement that employees reimburse the City at a rate of \$5.00 per hour for the use of City police vehicles for each hour of uniformed security-related secondary employment worked outside of the City. For all security-related secondary employment, the secondary employer and the FOP member shall be required to execute the Secondary Employment Agreement attached hereto as Appendix A. The City retains the right otherwise to amend General Order Number 210.00 and the Secondary Employment Agreement, subject only to impact and implementation bargaining.

#### **Section 17: Furlough and Reduction in Force**

In the event the City determines it is necessary to furlough employees, the FOP will be consulted prior to the furlough of any employee represented by this Agreement. Furloughs must include all city employees and cannot unduly target employees represented by this Agreement. During the term of this Agreement, there will be no reduction in the work force.

#### **Section 18: Protest of Performance Evaluation**

An employee, who receives an unsatisfactory mark he or she perceives unjust, may protest the annual evaluation to the Chief of Police. The officer concerned must rebut the comments or marks in writing, submitted through the chain of command to the Chief of Police. In any case, the Chief of Police is the final arbiter of performance evaluation protests. Disputes over performance evaluations or counseling are not subject to the grievance process.

#### **Section 19: Medical Standards and Examinations**

During the term of this Agreement the City may implement annual or biennial physical and psychological examinations to determine fitness for duty. The City may require that all employees covered by this Agreement comply with specific medical standards as developed jointly by the City and the FOP. The policy shall contain retention provisions for the grandfathering of current employees.

#### **Section 20: Personnel Manual**

The City's Personnel Manual shall apply to all members of the bargaining unit. If a section of the Personnel Manual is inconsistent with a section of the collective bargaining agreement, that section of the collective bargaining agreement shall supersede the manual.

#### **Section 21: Discipline**

- A. Employees shall be disciplined only for just cause, whether due to unsatisfactory performance or misconduct.
- B. If the employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee.
- C. Any disciplinary action may be processed through the grievance procedure specified in this agreement.
- D. The employer agrees to follow a progressive disciplinary policy consisting of the

following steps, provided that where there is just cause any of these may be used: oral counseling, written counseling, probationary conditions, suspension (notice to be given in writing), discharge.

### **Section 22: Discharge**

- A. The employer shall not discharge any employee for unsatisfactory performance or misconduct without just cause. The employer shall not discharge any employee without following the progressive disciplinary policy outlined in Section 21, except as may be waived below.
- B. The exclusive representative shall have the right to take up the suspension and/or discharge at the third step of the grievance procedure and it shall be handled in accordance with this procedure through arbitration.

### **Section 23: Administrative Hearing Boards**

Whenever a bargaining unit employee is subject to discipline under the Law Enforcement Officer's Bill of Rights, the following method of selecting a three-member hearing board shall be followed.

- A. The Chief of Police shall select the chairperson of the hearing board.
- B. For the second board member (of equal or higher rank than that of the respondent), the Chief of Police shall designate a pool of three officers to serve on the Board. The respondent officer shall select one officer from this list to sit as a Board member.
- C. For the third board member (of equal or lesser rank than that of the respondent), the Chief of Police shall designate a pool of three officers to serve on the Board. The respondent officer shall select one officer from this list to sit as a Board member.
- D. In the event that an officer selected from the lists is unavailable to serve, the respondent shall select a replacement officer from the original lists.

This provision applies only to three-member hearing boards under the Law Enforcement Officers Bill Of Rights.

### **Section 24: Health Insurance Benefits**

Subject to financial constraints, the City agrees to work with the exclusive representative to obtain best quality health care coverage and options.

**Section 25: Career Development**

- A. The employer and the FOP recognize the need for the development and training of qualified employees to fulfill the employer's work force requirements. The employer agrees to the principles of career paths and promotion from within its own organization. In keeping with such principles, the employer and the FOP shall establish a career development program. The labor management committee will work towards the development of a reasonable and affordable career paths program.
- B. The employer agrees to support the further education of employees. Bargaining Unit members may be reimbursed depending upon the availability of funds for tuition for satisfactory completion of courses of study that would better enable employees to perform their current jobs and compete for promotional opportunities. Such courses of study shall include but not be limited to vocational and trade programs, and college level courses. Requests for tuition reimbursements must be approved in advance of attendance and must be processed in accordance with any applicable city resolutions and/or stipulations.
- C. All police personnel shall be eligible for career development upon completion of their probation. The employer may pay necessary expenses including tuition and textbooks. The employee shall have the right to keep the textbooks. Lodging, meals, and mileage shall be paid for mandatory out of town schooling with approval of the Chief of Police or his or her designee. Each employee shall be provided opportunity, upon approval of the Chief of Police or his/her designee, to attend schooling for certification or recertification required to maintain the present level of services provided by the police department.

**Section 26: Labor Management Committee**

- A. The exclusive representative and the employer agree to form a standing Labor Management Committee which may meet at a minimum once every calendar month for the purposes of studying appropriate issues and making recommendations for policy changes.
- B. The exclusive representative and employer shall agree to have equal representation on the committee, with at least two (2) representing the exclusive representative and two (2) representing the employer. There shall be chairpersons, one representing the exclusive representative and one representing the employer.
- C. Committee persons shall be selected from among those empowered to make or recommend policy for the employer and the exclusive representative respectively.
- D. The committee shall not be empowered to change the negotiated agreement but can make recommendations to promote effective communications.
- E. The City and FOP agree to establish under the Labor Management Committee a joint study group to evaluate long and short-term disability programs for bargaining unit employees.

**Section 27: Exit Interview**

Upon an employee's resignation, retirement or separation from employment, he or she shall be offered the opportunity for an interview with the City Manager, the Chief of Police or their designee, and FOP officials. The purpose of this interview shall to express reasons for resignation, retirement or separation from employment and his or her views on the operation of the police department.

**Section 28: Employee Assistance Plan**

The employer shall maintain an Employee Assistance Program, effective by September 1993. It shall be the policy of the program to assist, in a strictly confidential manner, employees who seek assistance for alcoholism, drug abuse psychological or other medical problems. This policy recognizes that these are treatable conditions and it is the employee's responsibility to seek professional assistance.

**ARTICLE XIV  
Retirement**

The City agrees to maintain its participation in the Maryland State Retirement System Alternative Contributory Pension plan for the duration of this Agreement.

**ARTICLE XV  
Saving Clause**

In the event any court of competent jurisdiction should hold any Article, section or portion of this agreement invalid and unenforceable, such decision shall apply only to the specific Article, Section or portion thereof identified in the court's decision. Upon issuance of such decision, the employer and the exclusive representative agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

### **Mediation Clause**

FOP recommends that the Management Team and FOP agree to Mediation during the negotiation process.

### **ARTICLE XVI Effective Date and Duration**

This agreement is effective on and all articles, addenda and terms and conditions within will remain in full force and effect until June 30, 2017 . The FOP must provide written notice of their desire to renegotiate the agreement 180 days before its expiration. If the FOP does not provide notice to the City, the City is under no obligation to renew or renegotiate the agreement. If the FOP provides notice, negotiations for a succeeding agreement will begin between 180 and 150 days prior to the expiration of the existing agreement. In the event that both parties are unable to reach an agreement, this agreement may be extended at the discretion of the City Manager for up to one year.

**IN WITNESS WHEREOF**, the City and the Fraternal Order of Police, Mount Rainier Police Lodge 85 have executed this Memorandum of Agreement under seal effective

\_\_\_\_\_.

**For the Fraternal Order of Police, Mount Rainier Police Lodge 85:**

\_\_\_\_\_  
Paul Corridean, President

\_\_\_\_\_  
Jefferson Herriott, Vice President

Date signed: \_\_\_\_\_

**For the City of Mount Rainier:**

\_\_\_\_\_  
Jeannelle B. Wallace, City Manager

Date signed: \_\_\_\_\_