

WICOMICO COUNTY, MARYLAND  
OFFICE OF THE SHERIFF, WICOMICO COUNTY,  
MARYLAND  
AND  
WICOMICO COUNTY LODGE #111, FRATERNAL ORDER  
OF POLICE, INC

COLLECTIVE BARGAINING AGREEMENT EFFECTIVE  
JULY 1, 2016 THROUGH JUNE 30, 2021

## **Article I AGREEMENT**

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") made and entered into this 28 day of April, 2016, effective July 1, 2016, by and between Wicomico County, Maryland, and the Office of Sheriff of Wicomico County (hereinafter referred to as the "Employer" or the "County") and the Wicomico County, Fraternal Order of Police, Incorporated, Lodge # 111 (hereinafter collectively referred to as the "FOP").

## **Article II RECOGNITION**

Pursuant to the provisions of the Labor Code for Wicomico County, Maryland, the Employer recognizes the Wicomico County, Fraternal Order of Police, Incorporated, Lodge # 111 as the sole and exclusive representative of all sworn law enforcement officers of the rank of First Sergeant and below (herein referred to as "Employees or Employees in the bargaining unit") with the exception of (a) law enforcement officers determined to be confidential by the Employer in accordance with the Wicomico County Labor Code, (b) probationary Office of the Sheriff employees and (c) part-time law enforcement officers. Solely for the purposes of this Agreement and FOP membership and representation, "probationary Office of the Sheriff employee" means any sworn law enforcement officer of the Office of the Sheriff who has not completed entrance level training, and this in no way modifies the probationary period as defined in the Law Enforcement Officers' Bill of Rights, Public Safety, Title 3, Sub-Title 1 of the Annotated Code of Maryland.

## **Article III CHECK-OFF**

The Employer agrees to deduct FOP dues and service fees, when applicable, without cost to the FOP from the pay of any eligible employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Wicomico County Labor Code as set forth in this Agreement. The Employer shall transmit all such monies withheld to the FOP within fourteen (14) days of said deduction. The Employer agrees to supply the FOP or its designee with a dues and service fee deduction computer printout on a quarterly basis throughout the term of this Agreement. Said printout shall include each individual's name, workplace, annual salary and amount deducted per pay period.

Said authorization shall be continued from year to year unless revoked in writing by the employee, thirty (30) days prior to the anniversary date of the authorization.

The FOP shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits or other forms of liability or damages that arise out of or by reason of the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the FOP.

Pursuant to the Labor Code for Wicomico County, Maryland and Office of Sheriff for Wicomico County, no other employee organization shall be entitled to dues check off and service fees from sworn Sheriff's personnel.

#### **Article IV NON-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the FOP is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as defined in the Americans with Disabilities Act as amended (ADAA), or sexual orientation, pregnancy, genetic information, or sexual orientation.

#### **Article V JOINT LABOR-MANAGEMENT LIAISON COMMITTEE**

There shall be, established within the Employer, a Joint Labor-Management Liaison Committee consisting of up to two (2) representatives of the Employer appointed by the Sheriff and up to two (2) representatives designated by the FOP. The Committee shall meet not less than quarterly, except upon the majority consent of the Committee. It shall consider, evaluate, and if in agreement, make recommendations to and/or advise the Sheriff and/or his/her designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in departmental operations and/or upon the welfare of its employees whether or not such matters are negotiable. FOP representatives shall be deemed to be in duty status while attending such meetings. Nothing in this Article shall constitute a substitution for the grievance procedure contained in this Agreement.

#### **Article VI WAGES AND PREMIUMS**

- A. Purpose. The purpose of this Article is to provide a basis for the computation and payment of straight-time, overtime and other premium wages.
- B. Regular Wages and Pay Rates. "Regular Wages" is defined as the annual pay for an employee within the pay grade assigned to that employee's regular classification.

“Regular Pay Rate” of pay is defined as the straight-time rate of pay per hour for an employee within the pay grade assigned to that employee’s regular classification.

- C. Wages and premiums will be paid in accordance with the Wicomico County Personnel Manual.
- D. Acting Capacity Pay. Acting Capacity Pay will be in accordance with the Wicomico County Personnel Manual, as of July 1, 2012.
- E. K-9 Pay. Any employee trained and certified as a K-9 officer shall receive additional compensation (on or off-duty) for each day that the employee has a departmental issued K-9 in his/her care and custody. K-9 officers shall receive one half (1/2) hour of overtime pay per day at his/her regular overtime rate or work one half (1/2) hour less than his/her regular scheduled work day, at the employee’s option. Such pay shall not be counted as time worked.

**Article VII**  
**NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT**

- A. The FOP agrees that during the term of this Agreement, neither they nor any employee covered herein, shall engage in directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike; engage in initiate, sponsor, support, or direct a secondary boycott or organized job action, sick out or slow down or directly or indirectly picket the Employer or any of its property. The Employer agrees that it will not engage directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any lockout.
- B. If the FOP shall violate any of the provisions hereof:
  - 1. Its designation as exclusive representative may be revoked by the Wicomico County Executive;
  - 2. It may be ineligible to participate in elections or to be certified as exclusive representative for a period of not more than five (5) years thereafter;
  - 3. The Employer may refrain from making payroll deductions on behalf of the FOP; and
  - 4. Employees engaged in such illegal conduct may be subject to disciplinary action, including removal from County service without recourse to the grievance procedure contained in the labor code or this Agreement, and provided such removal is consistent with the Maryland Law Enforcement Officers Bill of Rights.

- C. Nothing in this Agreement shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

### **Article VIII DURATION**

This Agreement shall become effective July 1, 2016 and remain in full force and effect through June 30, 2021. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail no later than October 1<sup>st</sup> of the year preceding the date of termination.

### **Article IX CLOTHING ALLOWANCES**

- A. Uniforms and Equipment. All uniforms and equipment, both initial issue and promotional, are set forth in Appendix A of this Agreement. In the event that the uniforms or equipment detailed in Appendix A are damaged, through no fault of the employee, become worn through normal use or are determined to be unsafe by the Sheriff, such uniforms or equipment shall be replaced at no cost to the employee.
- B. Plain-Clothes Allowance. Employer shall pay a plain-clothes allowance of seven hundred dollars (\$700.00) per year to employees assigned on a non-temporary basis to an assignment that requires the employee to be attired in plain clothes. Reimbursement shall be made by the Employer no later than the first full pay period following July 1<sup>st</sup> of each fiscal year. If an employee becomes eligible for the plain clothes allowance after the start of a fiscal year, the Employer shall pro-rate the plain clothes allowance in increments of one twenty-sixth (1/26) of seven hundred dollars (\$700.00) and pay the pro-rated plain clothes allowance to the employee on the first pay period following the date on which the employee becomes eligible. The employees shall not be required to submit receipts as a condition precedent to receiving the plain-clothes allowance.

### **Article X HEALTH AND WELFARE**

- A. Employer agrees to provide the health insurance benefits provided under the contract with the County health care provider, in accordance with the contract's terms and conditions, and as funded for in the County budget.

- B. The Employer shall provide life insurance and death benefit as provided for in the Wicomico County Personnel Manual and as funded in the County budget.
- C. Tuition reimbursement shall be provided to the employees in the bargaining unit as provided for in the Wicomico County Personnel Manual and as funded in the Wicomico County budget.

**Article XI  
SEVERABILITY**

If any term or provision of this Agreement is, at any time during the life of this Agreement, determined by a court of competent jurisdiction to be in conflict with any applicable law, constitution, statute or ordinance, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is so held to be invalid or unenforceable (or if the parties agree that it is), such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

**Article XII  
PERSONAL PRONOUNS**

In all instances in this Agreement in which the masculine form of the third person pronoun is used, such pronoun shall refer to both male and female employees.

**Article XIII  
PRINTING OF AGREEMENT**

This Agreement shall be printed and distributed to the bargaining unit by the FOP. The Employer shall provide the FOP one signed copy of the Agreement.

**Article XIV  
VACATIONS, HOLIDAYS, DAYS OFF AND SPECIAL LEAVE**

Employees of the bargaining unit shall be entitled to leave and days off in accordance with the Wicomico County Personnel Manual and as funded in the Wicomico County budget.

**Article XV  
MANAGEMENT RIGHTS**

The Employer retains all of the rights provided to it under the Labor Code for Wicomico County, Maryland, Office of Sheriff of Wicomico County, and all rights and powers reserved to it under the Wicomico County Code and Charter.

**Article XVI  
PROTECTION AGAINST LIABILITY**

Legal Counsel shall be provided in any civil case when the plaintiff alleges that an employee should be held liable for acts alleged to be within the scope of his/her employment and/or his/her official capacity. Subject to the approval of the employer and provided the employee cooperates in the defense, indemnification for compensatory damages will also be provided to any employee of the unit for actions arising within the scope of his/her employment. The decision as to indemnification as to punitive damages shall be at the sole discretion of the Wicomico County Council and shall not be subject to the grievance procedure.

**Article XVII  
WAGE SCALE**

Employer and FOP agree to the wage scale attached hereto as Appendix B, which evidences, effective July 1, 2016, the following:

- A. All employees shall be placed on the appropriate step that reflects their rank and years of service as of December 31, 2016. "Total years of service" is defined as total years served as an employee with the Wicomico County Office of the Sheriff. Any and all cost associated with placing the employee on the appropriate step that reflects their rank and years of service as of December 31, 2016 shall be equally spread over a four (4) year period, effective the first full pay period in July of each year.

**Article XVIII  
OVERTIME AND HOURS**

- A. The Employer shall pay overtime in accordance with the Wicomico County Personnel Manual and as funded in the County budget.
- B. When an FOP member is required to attend court on his or her regularly scheduled day off or during non-regularly scheduled work hours, a member shall receive a minimum of two (2) hours of compensation at a rate of one and a half (1 ½) their normal hourly rate of pay, or all hours worked in excess of this

whichever is greater. When an FOP member is required to attend two (2) or more courts on the same day, with a starting time of two (2) or more hours between each court on his or her regular day off or during non-regularly scheduled work hours, he or she shall receive a minimum compensation of four (4) hours at time and one and a half (1 ½) their normal hourly rate of pay, or all hours worked in excess of this whichever is greater.

- C. If the Employer initiates a change in an employee's regularly scheduled days and hours worked, said employee shall be notified at least seven (7) days in advance of the changes in an employee's regularly scheduled hours and days worked which requires the employee to work new or additional hours unless the employee waives the notice requirement. In the event the Employer changes an employee's work schedule with less than the required seven (7) day notice without securing a waiver from the affected employee, the employee shall be entitled to an additional three (3) hours pay at their regular hourly rate of pay for each shift worked outside of the regular schedule. For purposes of this Section, notice shall be by and be deemed made when: 1) the Employer sends written notice electronically to the e-mail addresses of the employees, or at the employee's option to the employee's personal e-mail address, and 2) the Employer issues oral notice through Departmental voice mail.

The Employer shall not be required to give such notice, nor shall the Employee be entitled to additional compensation as stated herein, for such operations and investigations that occur in the WBI, SERT, Accident Investigation, and Property Custodian where such seven (7) day notice cannot be given, and call-outs equal to or less than one hour, for shift carry-overs, or assignments resulting in such, in the case of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Office of the Sheriff, but excluding scheduling changes for training and as a result of manpower shortages.

- D. There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time worked by an employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Section, but the Employee shall not be entitled to additional pay for such time under any other Section.

#### **Article XIX DISCIPLINE**

- A. The Employer will abide by the standards outlined and specified in the Maryland Law Enforcement Officer's Bill of Rights (L.E.O.B.R.) for all disciplinary matters pertaining to bargaining unit members.



- B. The Employer agrees that disciplinary hearing boards will be comprised solely of sworn law enforcement officers from other Maryland law enforcement agencies and no law enforcement officers from the Wicomico County Office of the Sheriff will serve as members of hearing boards for disciplinary matters concerning bargaining unit members.
- C. Within ten (10) days after the Sheriff makes a finding as to an Internal Affairs Division (“IAD”) report of its investigation, the Employer shall advise the affected member of its finding (i.e. whether sustained, not sustained, unfounded or exonerated). It is understood that where an investigation of a charge encompasses multiple charges growing out of the same incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.
- D. For minor disciplinary matters, where a one person disciplinary hearing board is established at the discretion of the Employer, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused employee receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Employer and counsel.
- E. For major disciplinary matters, where a three person disciplinary hearing board is established, such hearing shall not be scheduled any sooner than forty-five (45) days from the date that counsel for the accused receives a copy of the charges and the IAD casebook material, unless a shorter period is mutually agreed upon by the Employer and counsel.
- F. No hearing board, except a suspension hearing, shall be held on any charges that relate to conduct, which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of prior to any appeal, except an appeal de novo to Maryland Circuit Court. However, the employer may proceed with a hearing board after the criminal case has been postponed once by the defense or six (6) months has passed since the initiation of criminal charges, whichever occurs first.
- G. Disclosure of Personal Information. In the event of an officer-involved shooting, the County is prohibited, absent court order or Employee consent, from releasing to the public or press any photo or personal address of any officer involved in the shooting. Such requests for personal information will be handled in accordance with the mandates of the Public Information Act.

**Article XX  
LAY-OFF**

There shall be no layoff in any rank so long as unfilled, funded positions are budgeted in the Office of the Sheriff in that rank and approved for fill by the County's Director of Administration. Recruits and probationary officers shall be laid off before any other member of the bargaining unit. Members shall be laid off in seniority order, the least senior member being laid off first. Seniority means total length of service at the Wicomico County Office of the Sheriff.

The Parties agree that the first sentence of this Article shall be interpreted to provide that the Employer can layoff in the event that there are open unfilled, funded positions in the Office of the Sheriff upon the transmission of written communication from the County's Director of Administration revoking approval for filling such positions. This shall not affect the Employer's right to layoff in other circumstances or the other rights in this Article.

**Article XXI  
FOP REPRESENTATIVES**

- A. The FOP may appoint up to three (3) grievance representatives to investigate and process grievances on behalf of the bargaining representative.
- B. A written list of Lodge Representative(s) shall be furnished to the Sheriff immediately after their designation and the FOP shall notify the Sheriff promptly of any change of such representative(s).
- C. After giving three (3) calendar days notice to the Division Commander, one (1) FOP Representative shall be granted reasonable time off during working hours with pay when he is engaged in investigating and/or presenting a grievance under Steps 1-4 of this Agreement, and where it will not interfere with the operations of the Employer.

**Article XXII  
ADMINISTRATIVE LEAVE FOR FOP REPRESENTATIVES  
AND EMPLOYEE ROSTER**

- A. Up to five (5) employees designated by the FOP shall be granted leave with pay for meetings between the parties at times mutually agreed to by the parties for the purpose of negotiating a successor Agreement.
- B. The Employer shall annually grant to the FOP two hundred (200) hours of paid leave to conduct FOP business. Unused employer-granted leave may not be carried over from one year to the next.

- C. All use of union leave must be approved in writing, in advance, by the Sheriff or his/her designee.
- D. The Employer shall provide the FOP with a roster of all new sworn law enforcement employees and their addresses.

**Article XXIII  
BULLETIN BOARDS AND COMMUNICATIONS**

The Employer agrees to provide reasonable bulletin board space labeled with the FOP logo and name in the Office of the Sheriff facilities for the purpose of allowing the FOP to inform its membership of FOP business and activities. The FOP President and/or FOP Secretary shall sign all notices. No scurrilous or defamatory material shall be posted. The Employer shall remove any materials posted in violation of this Section. The space so designated shall be maintained in an orderly manner to include periodic removal of outdated material.

The Employer agrees to permit the President of the FOP or his or her designee to have reasonable use of the Employer's voice mail and e-mail system to communicate with the employees of the bargaining unit, provided that no scurrilous or defamatory material shall be communicated.

**Article XXIV  
PRESERVATION OF BENEFITS**

All benefits presently enjoyed by the FOP which are not specifically provided for or abridged in this Agreement, such as benefits included in Wicomico County's Personnel Manual, dated October 2003, revised through August 4, 2010, in place at the commencement of this Agreement are hereby included and protected by this Agreement, subject to the budget of Wicomico County. However, the Employer shall have the right to make, change and delete Policies from the Administrative Manual and Operations Manual of the Wicomico County Office of the Sheriff, provided that these actions do not negatively affect wages, and any monetary fringe benefits such as vacation, holidays etc. The Employer shall provide the FOP with written notice of any new, changed or deleted policies at least fourteen (14) days in advance of implementation. The FOP shall have the right to comment upon and meet with the Employer to discuss any proposed new, changed or deleted Policy during the period prior to implementation. Nothing in this Section confers any right to bargain concerning any proposed new, changed or deleted Policy that is otherwise in compliance with this Section.

**Article XXV  
LODGE SECURITY**

All eligible employees covered by this Agreement who are (a) employed after July 1, 2011 and elect not to join or remain members of the FOP or (b) who were employed prior to July 1, 2011 and had previously executed membership or dues authorization cards as members of said FOP, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of employment, pay a service fee to the FOP, during the period that said FOP retains its certification, in an amount not to exceed seventy-five percent (75%) of the then current FOP dues in order to defray the costs incurred by the FOP in the negotiation, administration and implementation of the terms of the Agreement, and all modifications and amendments thereto, including related proceedings before an Impasse or Arbitration Panel or arbitration in the processing of grievances. The service fee provision as outlined herein shall apply if the FOP demonstrates that ten percent (10%) or more of the total employees eligible to be included within an appropriate unit decline to authorize dues deductions imposed by said FOP.

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

**Article XXVI  
GRIEVANCE AND ARBITRATION**

- A. This Article sets forth the grievance procedure which shall apply and be limited to any grievance, as defined in Chapter 59, Article II of the Wicomico County Code, as a dispute concerning the application or interpretation of the terms of this Agreement or a claimed violation, misrepresentation or misapplication of the rules or regulations of the Wicomico County, Maryland, Government and the Office of the Sheriff of Wicomico County affecting the terms and conditions of employment. The FOP and the Employee shall jointly have the right to elect to follow the Employer's Grievance Procedure as set out in the Employer's Personnel Manual in effect at the time of the grievance or the following grievance process, but not both. The election shall be made in writing at the time of the filing of the grievance at Step 1.

**Step 1:**

The aggrieved employee will submit his/her grievance within fifteen (15) calendar days of the actions being grieved or within fifteen (15) calendar days of the employee having-known or should have known of the actions, on the approved grievance form to his/her Lieutenant or if there is no Lieutenant in the division, then to his/her Division Commander. The writing shall state specifically

the substance of the grievance and identify the aggrieved employee. The Lieutenant/Division Commander or his/her designee shall meet with the aggrieved employee and his or her designated Lodge Representative to discuss the grievance within seven (7) calendar days of receipt of the grievance form and shall reply to the employee, in writing, within seven (7) calendar days after the meeting. By mutual agreement the time frame may be waived or extended.

Step 2:

If not resolved at Step 1, the aggrieved employee shall file the grievance on the approved form with the Sheriff within seven (7) calendar days of receipt of the Step 1 decision. The writing shall state specifically the substance of the grievance and identify the aggrieved employee. The aggrieved employee and, at his or her discretion, a Lodge Representative shall meet with the Sheriff or his or her designee within seven (7) calendar days of the filing of the grievance to discuss its substance and possible resolutions. The Sheriff or his or her designee shall give his/her decision in writing within seven (7) calendar days after the aforesaid meeting.

Step 3:

If the grievance is not resolved at Step 2, the employee may present the grievance in writing on the approved form to the Director of the Department of Human Resources and/or his/her designee within seven (7) calendar days of the receipt of the Step 2 decision. The Director of the Department of Human Resources and/or his designee shall meet with the aggrieved employee and, at his or her discretion, a designated Lodge Representative within seven (7) calendar days of the receipt of the grievance and shall give his/her response in writing within seven (7) calendar days of the meeting.

Step 4:

- (a) If a grievance has not been satisfactorily resolved at Step 3, the aggrieved party or the FOP may, within fourteen (14) calendar days of the completion of Step 3, initiate binding arbitration by written notice to the Director of the Department of Human Resources of the decision to arbitrate.
- (b) Within fourteen (14) calendar days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If such attempts fail, within fourteen (14) calendar days after receipt of a panel of seven (7) names obtained from the American Arbitration Association, upon the request of either party, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator. The arbitrator will be chosen in accordance with the rules of the American Arbitration Association.
- (c) The arbitrator's decision shall be final and binding on all parties.
- (d) The Employer cannot present a grievance to the arbitration step.

- (e) The cost of any arbitration proceedings under this Agreement shall be borne by the losing party.

The cost is for the arbitrator and his/her expenses. No other costs shall be paid by the losing party. If the employee chooses to arbitrate his or her grievance without the approval of the FOP and shall lose the grievance, the aggrieved employee shall be solely responsible for the cost of the arbitration.

- B. The FOP shall be the exclusive representative in all grievance matters, except that an employee may represent himself/herself in accordance with the grievance procedures set forth herein.
- C. All grievances in writing shall be filed on a form developed jointly by both parties. The grieving employee shall retain a copy of the grievance form submitted.
- D. If the Employer fails to provide an answer to the grievance within the time limits so provided, the employee with or without his/her FOP representative may immediately appeal to the next step.
- E. The employee or FOP failing to act upon a grievance within the time limits so provided forfeit their right to advance further in the grievance process.
- F. Whenever a dispute or difference of opinion arises in the workplace both the employee and employer are encouraged to make an effort to resolve the matter informally. Nothing in this Article shall discourage or prohibit the exercise of good communication in an attempt to informally resolve misunderstandings, the perceived misapplication of rules, or other confusing circumstances.

#### **Article XXVII FURLOUGH**

No FOP member shall be subject to unpaid furloughs during the duration of this Agreement.

#### **Article XXVIII PENSION**

- A. All FOP members participating in the Wicomico County retirement plan as of July 1, 2012, shall continue as a participant of said plan unless modified by mutual agreement of the parties.
- B. The Employer shall amend the Wicomico County Retirement Plan and Fund ("the Plan") in an amount determined actuarially to provide a benefit to

Employees who incur a permanent disabling medical condition arising out of or in the course of the actual performance of duty subject to the same qualifying standards as are utilized by LEOPS as of the effective date of the July 1, 2014, Agreement. Employees shall contribute an additional 1.4% of pay to such Plan account for these benefits. The FOP shall be entitled to designate a representative to serve on the Board of Trustees of the Plan in accordance with the amendment to that Plan. The Board of Trustees shall review the performance of investment returns and actual incidents of disability to ensure that the Plan account is projected to remain solvent. If additional funding is required, the County will add a principal amount and the Parties will engage in bargaining with respect to such Employee rate increases which are sufficient to restore the Plan account to a positive projected balance in the long term. If the Trustees, with the advice and concurrence of the actuaries, determine that there are excess funds in the Plan account, the County and the FOP shall meet to negotiate the use of those excess funds. Such bargaining will take place during bargaining for a renewed collective bargaining agreement.

C. Disability Benefits.

1. Accidental Disability – Defined as a permanent disabling medical condition arising out of or in the course of the actual performance of duty.
2. There is no service credit requirement to apply for accidental disability.
3. Determination of the accidental disability shall be by the decision of the Medical Advisory Board comprised of qualified non- County employees.
4. This benefit shall be available for events that occur that give rise to the disabling condition on or after July 1, 2014.
5. The benefit is payable immediately upon enrollment provided all of the following requirements are met:
  - i. Totally and permanently disabled from performing duties as a police officer.
  - ii. Incapacity for duty arises out of or in the course of the actual performance of duty.
  - iii. Incapacity for duty is not the result of any willful negligence on the Employee's part.
  - iv. Approved by the Medical Advisory Board and the Board of Trustees.

D. The Compensation.

1. Sixty six and two thirds percent (66.7%) of the average of the three (3) highest years of straight time annual pay of the Employee.
2. Retirement law directs the Employer to withhold from Employee's disability benefits an amount equivalent to the Workers' Compensation

- award, if the Workers' Compensation benefits and disability are based on the same event and are paid over the same period of time.
3. Employer will withhold from an Employee's disability benefit an amount equivalent to payment received from the County's third party disability carrier if the benefits and disability are based on the same event and are paid over the same period of time.
  4. The County will adopt an accidental disability local ordinance that is similar to the State's provisions for LEOPS, so that the same tax treatment would apply to the benefits provided pursuant to that ordinance.
  5. The County and FOP shall negotiate in good faith on such increases in County funding and increases in Employee paid contributions as are necessary to pay for the increased costs of payment to ensure a disability benefit for life.
  6. At all times, the accidental disability benefit shall remain a contingent non-vested benefit for all Employees in the bargaining unit, except those who have qualified for and commenced payment of the benefit. In other words, the continuation of this benefit, like all other terms and conditions of employment runs from contract to contract as funded by the County and is subject to collective bargaining and funding. There is no automatic termination of this benefit at the expiration of a CBA.
  7. If, for any reason, any of the terms of this agreement are invalidated by any court of competent jurisdiction, then the accidental disability benefit shall be continued only through good faith negotiations between the County and the FOP.
  8. The Employer and FOP agree that the terms and conditions contained in the "Confidential in Furtherance of Settlement" memorandum from Steve Silvestiri to Herb Weiner and Gary McLhinney is rescinded and is of no legal effect.
- E. The Death Benefit. The County will pay a death benefit to an Employee's designated beneficiary of five hundred thousand (\$500,000) if the Employee's death occurs out of or in the course of actual performance of duty and without willful negligence by the Employee. This amount is inclusive of the current provision for a one year salary payment if an employee dies while employed by the County. The one year salary payment shall remain for non-line of duty deaths of Employees.
- F. Deferred Retirement Option Program (DROP). The Employer will amend the Retirement Plan for Employees of Wicomico County and the Board of Education of Wicomico County to add DROP to the pension plan for members who meet the eligibility requirements to participate in the program. Proposed plan requirement and benefits are attached here as Appendix C.



**Article XXIX  
MISCELLANEOUS**

- A. The Office of the Sheriff discontinued using the Wicomico County Employee Evaluation Form within the twelve (12) months of the commencement of the July 1, 2014 Agreement. The Office of Sheriff developed a form for evaluation of Employees. The FOP commented upon and met with the Office of Sheriff to discuss the Evaluation Form during the period prior to its implementation. The Office of Sheriff may modify the evaluation form and nothing in this Section confers any right to bargain concerning any proposed new evaluation form. Employees who have supervisory responsibilities shall provide truthful, accurate and complete information about and evaluations of the performance of Employees subject to their supervision. Within fourteen (14) days of the completion of an evaluation, the Office of Sheriff shall forward a copy of the evaluation to the Department of Human Resources to be included within the employee's official personnel record.
- B. The Office of the Sheriff shall post notice for a period of five (5) consecutive days on appropriate bulletin boards and E-Mail systems for all vacancies it intends to fill by permanent transfer to any position except positions in the Patrol Division. The Office of the Sheriff shall have the right in its sole discretion to determine whether to create and/or fill all assignments, transfers and vacancies in all Bureaus, Divisions and Units and to determine which Employees shall be selected for such assignments, transfers and vacancies. Employees shall submit written requests for consideration for these posted positions within the time frame determined by the Office of the Sheriff. Employees who have timely submitted requests shall be interviewed by the appropriate Command. When the Office of the Sheriff fills the position, it will notify all applicants for that position of the decision. Requests for consideration for a particular position shall remain active for ninety (90) days, and the Office of the Sheriff shall consider them when filling permanent transfers, assignments and vacancies for the same position during that time. These provisions shall not apply to temporary transfers, assignments and the filling of vacancies on a temporary basis

**ARTICLE XXX  
NOTICE CONCERNING PERSONNEL MANUAL**

The Employer is revising its Personnel Manual. Any such changes shall apply to the Employees if they also apply in the same manner to all other County employees, provided however that such changes do not negatively affect wages and any monetary fringe benefits such as vacation, holidays etc. The Employer shall provide the FOP with written notice of the new Personnel Manual at the same time that the County Executive formally endorses it and submits it to the County Council for consideration. The FOP shall have the right to comment upon and meet with the Employer to discuss the new

Personnel Manual during the period prior to implementation. Nothing in this Section confers any right to bargain concerning the new Personnel Manual that is otherwise in compliance with this Section.

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

Wicomico County  
Maryland  
Fraternal Order of Police  
Incorporated, Lodge # 111

By:   
Marty Fisher  
FOP President

By: \_\_\_\_\_  
Herbert R. Weiner  
FOP Counsel

Wicomico County,

By:   
Bob Culver  
County Executive

By:   
Michael A. Lewis  
Sheriff

**Appendix A**  
**Clothing and Equipment List**

Issued Equipment - Listed below is the equipment a deputy may be issued.

Ammunition	Glock 21, 45 ACP
Armor, Soft Body with Carriers	Handcuffs, Chain
Back Strap for Campaign hat (Stratton)	Hat, Campaign Straw (Stratton)
Badge, Breast	Holster, Service
Badge, Hat	Jacket, Patrol - With lining (Gore-Tex)
Band, Mourning	Jacket, Rain
Belt, Sam Browne (Gun Belt)	Name Plate
Belt, Service	Necktie, Clip-on
Belt keepers	OC Spray and Case
Blouse, Class A	(1pr.)Ornaments, Collar
Book, Criminal Digest	Ornament, Tie Pin
Book, Admin Manual	Portable Radio w/ Shoulder Microphone
Book, Maryland Vehicle Law	Portable Radio, Battery
Book, Patrol Manual	Portable Radio, Charger
Buckle, Belt	Portable Radio, Holder
Card, I.D. Hard Plastic	Pouch, Latex Glove
Card, Police certification	Shirt, Summer (Short sleeve)
Case, Handcuff	Shirt, Winter (Long sleeve)
Case, Magazine	Strap, Shoulder
Cover, Rain Hat	Trouser, All Season
Expandable Baton, ASP, belt holder	Vest, Traffic Safety

## APPENDIX C

### AMENDMENT NO. 1 TO THE RETIREMENT PLAN FOR EMPLOYEES OF WICOMICO COUNTY AND THE BOARD OF EDUCATION OF WICOMICO COUNTY

Wicomico County Maryland (the "Plan Sponsor") wishes to amend the Retirement Plan for Employees of Wicomico County and the Board of Education of Wicomico County (the "Plan") to make certain desired changes.

Accordingly, effective July 1, 2016, the Plan is amended as follows:

1. The following new Section 3.13 is added to the Plan:

**3.13 DROP PROGRAM FOR CERTAIN COUNTY EMPLOYEES.** The Plan includes a Deferred Retirement Option Program ("DROP") for certain Participants who are employed by the County, in accordance with the following provisions:

(a) Only Participants who are Eligible DROP Participants are eligible to participate in the DROP. An Eligible DROP Participant is a Participant who is a full-time Sworn Sheriff's Deputy employed by the County and who is credited with at least 25 years of Service.

(b) An Eligible DROP Participant who wishes to participate in the DROP, must provide notice, using a form or process designated by the County, to the County no later than 45 days before the date he or she wishes to enter DROP ("DROP Participation Date"). The DROP Participation Date must be no earlier than the first day of the month coincident with or next following the date the Eligible DROP Participant's periods of Service (excluding Service attributable to unused sick leave) first equal 25 years, including up to five years of service credited pursuant to Section 3.1 based on military service. An election to participate in DROP will be made by the Participant in writing on a form supplied by the County ("DROP Election Form"), which will include a release of all claims the Participant may have against the County and its officers and employees, the Plan and the fiduciaries of the Plan. A participant who elects to participate in the DROP also will make a binding election to retire from employment with the County on or before a particular date (the "Expected Retirement Date"), indicated by the Participant on the DROP Election Form. In no event will the Expected Retirement Date of a DROP Participant be later than the five-year anniversary of the Participant's DROP Participation Date.

(c) The election of an Eligible DROP Participant to participate in the DROP may be revoked by the Participant by notice in writing delivered to the County at any time within seven days after the election is made and thereafter will be irrevocable.

(d) For an Eligible DROP Participant who makes an election to participate in DROP (a DROP Participant"), the following provisions apply:

(i) The DROP Participant's Accrued Benefit as of his or her DROP Participation Date will not be increased after that date. A DROP Participant's date of retirement from Service with the County ("Termination Date") will be no later than the day before the fifth anniversary of the DROP Participant's DROP Participation Date.

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

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

(iv) As of the last day of each calendar month commencing with the last day of the calendar month in which falls the DROP Participation Date and ending with the last day of the calendar month coincident with or immediately preceding the Participant's Termination Date (subject to the last sentence of subsections (e) and (f) and the second sentence of subsection (g)), the Account maintained on behalf of a DROP Participant will be credited with interest equal to 4% per year, compounded annually.

(v) A DROP Participant will not receive credit for Service during the period that the DROP member participates in the DROP.

(vi) A DROP Participant's compensation during the DROP period will not be:

(A) subject to the employer pickup provisions of Section 6.3 or any reduction as an employee contribution for pension or retirement purposes, or

(B) used to increase the DROP Participant's Final Average Earnings.

(vii) During the DROP period, the DROP participant will:

(A) continue to receive any benefits to which he or she is entitled as an employee of Wicomico County,

(B) be subject to the personnel law, regulations and policies applicable to an employee of Wicomico County, and

(C) receive retirement benefits only to the extent provided in this Section 3.13.


(e) Upon his or her Termination Date, a DROP Participant will be eligible to receive, notwithstanding any other provision of this Plan to the contrary, a lump sum distribution equal to the balance of his or her Account upon his or her Termination Date and, in accordance with the applicable provisions of Article 3, a monthly retirement benefit equal to the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the Plan's Normal Form of benefit (or, if the DROP Participant elects, pursuant to Section 3.7, a form of benefit other than the Normal Form, a monthly retirement benefit equal to the Actuarial Equivalent of the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the Normal Form of benefit). In lieu of a lump sum distribution, a DROP Participant may elect to receive the Actuarial Equivalent of the balance of his or her Account upon his or her Termination Date in the same form of benefit in which he or she elects to receive the monthly retirement benefit referred to in the previous sentence. If elected, the lump sum distribution will be paid as soon as administratively feasible following the DROP Participant's Termination Date (or, if the DROP Participant so elects, as soon as administratively feasible following the January 1 next following his or her Termination Date), and the monthly benefit will commence as of the first day of the month coincident with or next following his or her Termination Date. If a DROP Participant elects to defer payment of his or her lump sum distribution pursuant to the preceding sentence, his or her Account will be credited with interest pursuant to paragraph (d)(iv) above through and including the December 31 next following his or her Termination Date.

(f) If a DROP Participant reaches a Termination Date on or after his or her DROP Participation Date by reason of becoming disabled (as determined for purposes of qualifying for disability retirement benefits under Section 3.5 or 3.6), the DROP Participant will be eligible to receive, notwithstanding any other provision of this Plan to the contrary, a lump sum distribution of cash equal to the balance of his or her Account upon his or her termination Date and, in accordance with the applicable provisions of Article 3, a monthly retirement benefit equal to the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the life only option (or, if the DROP Participant elects, pursuant to Section 3.7, a form of benefit other than the life only option, a monthly

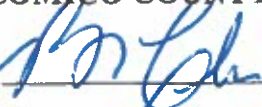
retirement benefit equal to the Actuarial Equivalent of the benefit the DROP Participant would have received had he or she retired as of his or her DROP Participation Date and elected the Plan's Normal Form of benefit). In lieu of a lump sum distribution, a DROP Participant may elect to receive the Actuarial Equivalent of the balance of his or her Account upon his or her employment termination date in the same form of benefit in which he or she elects to receive the monthly retirement benefit referred to in the previous sentence. If elected, the lump sum distribution will be paid as soon as administratively feasible following the DROP Participant's Termination Date (or, if the DROP Participant so elects, as soon as administratively feasible following the January 1 next following the Termination Date), and the monthly benefit will commence as of the first day of the month coincident with or next following the Termination Date. If a DROP Participant elects to defer payment of his or her lump sum distribution pursuant to the preceding sentence, his or her Account will be credited with interest pursuant to paragraph (d)(iv) above through and including the December 31 next following the Termination Date.

(g) If a DROP Participant dies on or after the DROP Participation Date and before his or her Termination Date under the DROP, his or her Beneficiary will receive, in addition to the death benefit otherwise payable under Article 4, a lump sum distribution equal to the balance of the DROP Participant's Account upon his or her death. Notwithstanding the preceding sentence, if a DROP Participant has deferred payment of his or her lump sum distribution pursuant to subsection (e) or (f) and dies before such lump sum is paid, his or her Account will be credited with interest pursuant to paragraph (d)(iv) through the last day of the month coincident with or next preceding the date of death and his or her Beneficiary will receive a lump sum distribution in cash equal to the balance of his or her Account upon death. A lump sum distribution payable pursuant to this subsection (g) will be paid as soon as administratively feasible following the Participant's death.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Amendment to be duly executed under seal on its behalf, effective as specified herein.

ATTEST/WITNESS:  
  
Print Name: R. WAYNE SPAULDING

WICOMICO COUNTY MARYLAND

By:  (SEAL)  
Print Name: Bob Culver  
Title: County Executive  
Date: 12/31/15

AMENDMENT NO. 2015-1  
TO THE  
RETIREMENT PLAN FOR EMPLOYEES OF WICOMICO COUNTY AND THE BOARD OF  
EDUCATION OF WICOMICO COUNTY

Wicomico County, Maryland (the "Plan Sponsor") desires to amend the Retirement Plan for Employees of Wicomico County and the Board of Education of Wicomico County (the "Plan") to make certain desired changes.

WHEREAS the Plan Sponsor desires to amend the Plan to provide for a new "accidental disability benefit" for certain designated subclasses of County Employees employed by the Wicomico County Sheriff's Department; and

WHEREAS, the Amendment shall not affect employees of the Wicomico Board of Education.

Accordingly, effective as the date set forth below, the Plan is hereby amended as follows:

1. Article I, Definitions. Section 1.21 of the Plan entitled, "Member" is hereby amended by adding new subparagraph (e) to the end thereof to read as follows:
  - (e) A County Sheriff Member is a County Employee Active Member or Late Retired Member employed by the Wicomico County Sheriff's Department and has been at work on any date occurring on or after July 1, 2014 in a designated job classification of:
    - (i) A sworn law enforcement officer of the rank of First Sergeant and below and whose terms and conditions of employment are governed by an applicable collective bargaining agreement (taking into account any exclusions from coverage therein); or
    - (ii) Sheriff, or sworn member of the Sheriff's command staff.
2. Article I, Definitions. Section 1.22 of the Plan entitled, "Member Accumulation" is hereby amended by adding the following new paragraph to the end thereof:

Notwithstanding any other provision of the Plan, in no event shall the Member Accumulation for any Member include any part of the Member Disability Contributions, if any, made to the Plan by such Member.
3. Article I, Definitions. Section 1.23 of the Plan entitled, "Member Contribution" is hereby amended by adding new subparagraph (e) to the end of such Section to read as follows:



- (e) Notwithstanding any other provision of the Plan, in no event shall Member Contributions for any Member include or take into account his or her Member Disability Contributions, if any.

4. Article I, Definitions. New Section 1.23A is added to the Plan to read as follows:

**1.23A MEMBER DISABILITY CONTRIBUTION FOR CERTAIN COUNTY EMPLOYEE MEMBERS.**

- (a) Each month on or after July 1, 2014, each County Sheriff Member shall make while employed in such classification Member Disability Contributions, which shall be "picked-up" by the Employer, in lieu of contributions by the Member, as permitted by Code section 414(h)(2). The amount of the Member Disability Contribution will equal one and four-tenths percent (1.4%) of the County Sheriff Member's Earnings during the month while employed in such classification and in the Eligible Class. Such contributions shall commence in accordance with the terms of the applicable collective bargaining agreement.
- (b) Notwithstanding any other provision of the Plan, a County Sheriff Member:
  - (i) shall not be required to make any Member Disability Contributions for any period after attainment of Social Security Retirement Age, provided however that this termination of the Member Disability Contribution shall be in effect from July 1, 2014 through June 30, 2018. Thereafter, this termination shall not apply. A Member who reaches age 67 during the period from July 1, 2014 through June 30, 2018 and is still employed in the classification and in the Eligible Class described in subsection (a) shall not cease Member Disability Contributions;
  - (ii) shall not be entitled to a return of his or her Member Disability Contributions, with or without interest, as a death benefit under Article 4; and
  - (iii) shall not be entitled to a return of his or her Member Disability Contributions, with or without interest, upon termination of employment under Article 5.

5. Article I, Definitions. New Section 1.30A is added to the Plan to read as follows:

**1.30A SOCIAL SECURITY RETIREMENT AGE** means, with respect to a County Sheriff Member born prior to 1938, the date on which he attains age sixty-five (65), with respect to a County Sheriff Member born after 1937 and prior to 1955, the date on which he or she attains age sixty-six (66), and with respect to a County Sheriff Member born after 1954, the date on which he or she attains age sixty-seven (67).

6. Article 3. Section 3.4 of the Plan entitled, "Disability Benefits" is hereby renumbered as Section 3.4A, and the following new Section 3.4 is added to the Plan to read as follows:

**3.4 DISABILITY BENEFITS GENERALLY.**

All Active Members may qualify for a monthly disability benefit designated as an "Ordinary Disability Benefit" determined in accordance with Section 3.4A below, and a County Sheriff Member (while either an Active Member or Late Retired Member) may qualify for a monthly disability benefit designated as an "Accidental Disability Benefit" determined in accordance with Section 3.4B below.

If a County Sheriff Member makes an application for an Ordinary Disability Benefit, the Employer may in its sole discretion, with notice to the Member, treat such application as additionally an application for Accidental Disability Benefits and the provisions of both Sections 3.4A and 3.4B shall apply.

7. Article 3. Section 3.4A entitled "Disability Benefit" as renumbered by Paragraph 5 above is further revised as follows:

a. The title of Section 3.4A is changed to "ORDINARY DISABILITY BENEFIT".

b. New subsections 3.4A(h) and 3.4A(i) are added to the Plan to read as follows:

(h) A Member who is receiving Ordinary Disability payments will be considered an Active Member for all purposes of this Plan except that no Member Contributions or Member Disability Contributions will be made and no retirement benefit will accrue for any period of a Plan Year for which Ordinary Disability payments are payable to him or her.

(i) In the event that the Employer determines that a Member qualifies for an Ordinary Disability Benefit under this Section, and denies the Member's claim for an Accidental Disability Benefit, such Member may commence payment of an Ordinary Disability Benefit without prejudice to the rights of such Member to appeal a denied claim for an Accidental Disability Benefit.

8. Article 3. New Section 3.4B is added to the Plan to read as follows:

**3.4B ACCIDENTAL DISABILITY BENEFIT FOR CERTAIN COUNTY EMPLOYEE MEMBERS**

(a) A County Sheriff Member shall qualify for a monthly Accidental Disability Benefit (Hereinafter: "AD Benefit") in accordance with this Section if:

(i) such Member is certified in accordance with subsection (d) below to be totally and permanently incapacitated, either mentally or

physically, for duty arising out of or in the course of the actual performance of duty without willful negligence by such Member;

- (ii) the events, conditions, causation, and all other applicable relevant factors contributing to, arising out of or related to the disabling condition occurred solely on or after July 1, 2014.

- (b) The amount of each monthly AD Benefit payment will equal the amount determined in subsection (i) reduced by any amount received by the Member in subsections (ii) and (iii) below:

- (i) Sixty six and two thirds percent (66.67%) of the Member's Final Average Earnings.

- (ii) Any related workers' compensation benefits, and any other income replacement benefits funded in whole or in part by the Employer, such as sickness and accident payment benefits, short term disability, long term disability, sick pay or salary continuation benefits paid or payable after the effective date of a the certified Accidental Disability Benefit determination by the Medical Advisory Board and Trustees' Sub-committee, provided that such benefits:

- (A) are paid or payable while an AD Benefit is paid or payable; and

- (B) are for personal injury or illness arising out of and in the course of the Member's employment with the Employer.

- ~~(iii) An amount equivalent to net earnings received from secondary employment (after taking into account deductions for applicable taxes) up to a maximum of fifteen thousand (\$15,000) dollars during any calendar year. The Member shall account to the County Department of Human Resources for all sources of secondary employment income.~~

- (c) The Employer shall establish an independent Medical Advisory Board (hereinafter: "MAB") and the Trustees shall establish a subcommittee of the Trustees (hereinafter: the "Trustees' Sub-committee") for the purpose of making determinations of eligibility and continued eligibility for Accidental Disability Benefits in accordance with procedures and guidelines established by the Plan Administrator

- (d) The AD Benefit will be payable for the period beginning on the effective date of the certification by both the Medical Advisory Board and Trustees'

Sub-Committee of the Member's accidental disability under subsection (d), and ending immediately before the earliest of:

- (i) the date such Member ceases to be permanently and totally disabled by death or recovery;
  - (ii) the date the Member fails upon request to submit either proof of the continuance of accidental disability or proof of secondary employment;
  - (iii) the date the Member attains his or her Social Security Retirement Age, provided however that this payment period limitation shall be in effect from July 1, 2014 through June 30, 2018. Provided further that a Member who reaches the age of 67 on or before June 30, 2018 who commences receiving accidental disability payments shall not be subject to the payment limitation in the preceding sentence. A Member who commences receiving AD Benefit payments during the period in this subsection who does not attain his or her Social Security Retirement Age on or before June 30, 2018 shall continue to receive such payments after June 30, 2018, subject to the other criteria in this Plan;
  - (iv) the date the Member duly elects an Early Retirement, Normal Retirement, or Late Retirement Date in accordance with subsection 3.4B(h) below; or
  - (v) subject to the requirements of the collective bargaining agreement in effect at the time of such valuation, the date on which the valuation of the ADB Subtrust as maintained by the Trustees within the Plan's Trust in accordance with Section 9.13 is reduced to zero.
- (e) To be eligible to receive an AD Benefit, all of the following conditions must be met:
- (i) The Member applies to the Plan Administrator for an AD Benefit, on a form to be furnished by the Plan Administrator no later than three(3) years after the date of the injury, date of onset of the condition or other incident from which the Member's claim for an Accidental Disability Benefit arises;
  - (ii) The Member is determined by the MAB to be permanently and totally disabled in accordance with subsection 3.4B(a) above and such determination is reviewed and approved by the Trustees' Sub-committee;

- (iii) The MAB and Trustees' Sub-committee, in making such determinations and approvals, shall have the right to have physical examinations, including diagnostic tests, of the Member made by a physician or physicians selected and paid for by the Plan or the Employer; and to make such other investigations as the MAB Trustees' Sub-committee deem necessary. If a Member refuses to permit any such physical examination or test, unless the examination or test is shown to be dangerous to the Member's life or health, the MAB and Trustees' Sub-committee shall have the right to determine without regard to any other evidence that the Member is not permanently and totally disabled or fit to return to duty;
- (iv) The MAB or the Trustees' Sub-committee may require Member ~~who is receiving A-D Benefits to submit to periodic medical~~ examination, but not more often than once in any year to determine whether the Member has become fit to resume duties in the classification eligible for this benefit in which he or she was last performing duties. The medical examination shall be as directed by the MAB which shall make the determination as to whether the Member is fit for return to duty subject to approval by the Trustees' Sub-committee and the other provisions of this section 3.4B.
- (v) The Member shall not be entitled to any presumptions as to the source of his illness or injury;
- (vi) The MAB's decisions under this subsection (d) is approved Trustees' Sub-committee; and
- (vii) All review, approvals and determinations of by the Trustees' Sub-committee shall be conclusive and binding upon all persons.
- (e) A Member entitled to an Accidental Disability Benefit under this Section 3.4B shall not be entitled to an Ordinary Disability Benefit while Accidental Disability Benefits are paid or payable.
- (f) A Member who is receiving Accidental Disability payments will be considered an Active Member or Late Retired Member for all purposes of this Plan except that no Member Contributions or Member Disability Contributions (and no pick-up of such contributions by salary reduction) will be made or occur, and no additional retirement benefit will accrue under the Plan (whether due to secondary employment or otherwise) for any period of a Plan Year for which Accidental Disability payments are payable to him or her.
- (g) At all times and for all purposes of the Plan, Accidental Disability Benefits shall not be a part of or treated as an Accrued Benefit of any Member, such

disability benefit shall be considered solely as an ancillary benefit under the Plan notwithstanding that the value of such disability benefit may exceed the Member's Accrued Benefit.

- (h) During the period from July 1, 2014 through June 30, 2018, a Member receiving Accidental Disability Benefits may elect at any time prior to his or her Social Security Retirement Age to irrevocably waive any and all rights to future Accidental Disability Benefits and Ordinary Disability Benefits and, if eligible under Sections 3.1, 3.2, or 3.3, to become a Retired Member for all purposes of the Plan and commence immediate payment of the Member's Accrued Benefit in accordance with Section 3.5 on such Member's duly elected Early Retirement, Normal Retirement, or Late Retirement Date, whichever is applicable. After June 30, 2018, a Member receiving Accidental Disability Benefits may make the election described in this subsection at any time.

9. Article 6. The Plan is amended by revising Section 6.1 entitled, "Employer Contributions" by adding the following new paragraph to read as follows:

At such times as the Employer makes a contribution to the Plan as required by the applicable collective bargaining agreement, the Employer shall designate to the Plan Administrator and the Trustees the amount of such contribution that shall be held for the principal purpose of funding Accidental Disability Benefits provided under Section 3.6B of the Plan. Any contributions designated for such purpose by the Employer shall be credited by the Trustee to the Accidental Disability Benefit Subtrust established under the Plan and Trust.

10. Article 6. The Plan is amended by revising Section 6.3, entitled "Employee Contributions" in its entirety to read as follows:

6.3 EMPLOYEE CONTRIBUTIONS. On and after the Effective Date, all Active and Late Retired Members shall make Member Contributions to the Plan. For the Period on and after July 1, 2014 all County Sheriff Members (whether an Active or Late Retired Member) shall make Member Disability Contributions. All Member Disability Contributions shall be credited to the Plan's Accidental Disability Benefit Subtrust established under the Plan and Trust.

11. Section 9.13 of the Plan is hereby amended by adding the following new paragraphs to the end thereof to read as follows:

9.13 INSTRUCTIONS TO TRUSTEES

\*\*\*\*

The Plan Administrator hereby directs effective July 1, 2014, that the Trustees shall establish on its books two separate subtrusts to be known as the Accidental Disability Benefit Subtrust and the Pension Subtrust. The Accidental Disability Benefit Subtrust shall reflect that portion of the assets of the Trust related to both Member Disability Contributions, and Employer contributions designated for the principal purpose of funding Accidental Disability Benefits provided under Section 3.4B of the Plan and contributed to the Plan after July 1, 2014. The Pension Subtrust shall reflect the entire remaining portion of the assets of the Trust Fund that are not recorded as a part of the Accidental Disability Benefit Subtrust.

Prior to the complete termination of the Plan, the corpus and the income of the Accidental Disability Subtrust shall be held and managed in accordance with such written rules and procedures as the Trustees shall establish and incorporate into the Trustees' By-Laws.

Prior to the complete termination of the Plan, the corpus and the income of the Pension Benefit Subtrust shall be held and managed in accordance with such written rules and procedures as the Trustees shall establish and incorporate into the Trustees' By-Laws.

All transfers to, withdrawals from, and other transactions regarding the Trust Fund shall be conducted in such a way that the proportionate interest in the Trust Fund represented by any separate Subtrust maintained and the fair market value of that interest may be determined at any time. Whenever the assets of more than one Subtrust are commingled in the Trust Fund or in any investment fund, the undivided interest therein of that Subtrust shall be debited or credited (as the case may be) (i) for the entire amount of every contribution received on behalf of that Subtrust, every benefit payment, or other expense attributable solely to that Subtrust, and every other transaction relating only to that Subtrust; and (ii) for its proportionate share of every item of collected or accrued income, gain or loss, and general expense; and other transactions attributable to the Trust Fund or that investment fund as a whole. As of each date when the fair market value of the investments held in the Trust Fund or an investment fund are determined, the Trustee shall adjust the value of each Subtrust's interest therein to reflect the net increase or decrease in such values since the last such date. For all of the foregoing purposes, fractions of a cent may be disregarded.

12. This Amendment shall be effective July 1, 2014, except as may be specifically set forth above.

IN WITNESS WHEREOF, the Plan Sponsor has caused this Amendment to be duly executed under seal on its behalf as of the effective date of the Amendment.

ATTEST/WITNESS:

WICOMICO COUNTY MARYLAND

*[Handwritten Signature]*

By: *[Handwritten Signature]* (SEAL)

Print Name: R. WAYNE SPAINSHIRE

Print Name: Bob Culver

Title: County Executive

Date: 12/31/15



In Concurrence:

*[Handwritten Signature]*

Wicomico County  
Fraternal Order of Police  
Incorporated/Lodge # 111

Lisa L Tarr Taylor  
My Commission Expires: 12-6-18

By: *[Handwritten Signature]*  
Marty Fisher  
FOP President

By: \_\_\_\_\_  
Herbert R. Weiner  
FOP Counsel

By: *[Handwritten Signature]*  
Michael A. Lewis,  
Sheriff