

**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, 2021 through June 30, 2024

**Article I
AGREEMENT**

This Collective Bargaining Agreement (hereinafter referred to as " Agreement") made and entered into this 30th day of June 2021, effective July 1, 2021 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
UNION RIGHTS**

- A. The County and Sheriff's Office agree that FOP representatives, officers and FOP staff representatives shall have reasonable access to the premises to conduct Union business and to assist in the administration of this agreement.
- B. The County and Sheriff's Office agree to provide space for FOP meetings at no cost to the Union. The FOP agrees to notify the County and the Sheriff's Office at least five (5) days in advance of a non-emergency, mass meeting that would take place on their property.
- C. In emergency situations, the FOP may call a meeting during work hours to prevent, resolve or clarify a problem associated with the application or interpretation of this agreement with prior reasonable notice to and approval by the Sheriff's Office.
- D. In addition, upon reasonable notice to and approval by the Sheriff's Office and consistent with security and public service requirements, FOP representatives shall have access for

the purpose of membership recruitment. Approval for access described shall not be unreasonably denied.

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.
1. "Regular Wages" is defined as the annual pay for an employee within the pay grade assigned to that employee's regular classification.
 2. "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, as amended from time to time and as funded in the County budget.

- D. Acting Capacity Pay. Acting Capacity Pay will be in accordance with the Wicomico County Personnel Manual, as amended from time to time and as funded in the County budget.
- 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 (1) hour of overtime pay per day at his/her regular overtime rate or work one (1) 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, 2021 and remain in full force and effect through June 30, 2024. 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 1st 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 1st 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 (at the employee's expense) and death benefits as provided for in the Wicomico County Personnel Manual, as amended from time to time and as funded in the County budget.
- C. 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.
- D. Tuition reimbursement shall be provided to the employees in the bargaining unit as provided for in the Wicomico County Personnel Manual, as amended from time to time 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, as amended from time to time and as funded in the Wicomico County budget.

**Article XV
MANAGEMENT RIGHTS**

The Employer retains all of the rights provided to it under federal law, state law, the Wicomico County, Maryland Code, 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**

- A. The Employer and FOP agree to the wage scale attached hereto as Appendix B, effective July 1, 2021 and through the term of this contract. Appendix B reflects the parties' agreement as to the restructuring of the existing pay system and structure.
- B. Effective the first pay period after July 1, 2021, each FOP member will be paid in accordance with their rank and years of service with the Wicomico County Sheriff's Office as of June 30, 2021 to include any necessary step adjustments for lateral hires. For illustration purposes only, a member who was a lateral hire and entered at step two with 10 years of service would be placed at step 12.
- C. There shall be no step movement in FY 2022.
- D. In FY 2023 and FY 2024, all members shall receive a step increase in accordance with subsection (b) above, unless they are at or reach the maximum step during the term of the contract.
- E. For FOP members who were hired between July 1 and December 31, they will receive their next step during the first full pay period in July. For those employees hired from January 1 through June 30, they will receive their next step increase during the first full pay period in January.
- F. For a member on the maximum step, members shall receive a "longevity payment" as follows:
 - (1) In FY 2023, the member shall receive one thousand five hundred dollars (\$1,500.00). Such payment shall be "below the line" and shall not count as compensation for pension purposes.
 - (2) For FY 2024, the member shall receive a longevity payment equal to their salary multiplied by the Consumer Price Index-Urban ("CPIU") for published closest to June 30 of the previous fiscal year, provided that the longevity payment shall be no less than one thousand five hundred dollars (\$1,500.00) and no more than 3% of the member's salary. Such payment shall be "below the line" and shall not count as compensation for pension purposes.
- G. Step payments will begin with the first full pay period in July or January as outlined above and the longevity compensation will be paid out with the first full pay period in July.

**Article XVIII
OVERTIME AND HOURS**

- A. The Employer shall pay overtime in accordance with the Wicomico County Personnel Manual, as amended from time to time 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.
- D. 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.
- E. In the event that an employee's workday ends with less than seven (7) hours prior to the start of the next shift, the employee shall have the option of starting his/her schedule at a time eight (8) hours from the end of the prior work period, unless the additional work was due to voluntary overtime.
- F. 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 under Maryland Law for all disciplinary matters pertaining to bargaining unit members.

- B. The Employer shall abide by the provisions of the Maryland Law Enforcement Officers Bill of Rights (LEOBR) to the extent permitted by law during the term of this agreement.
- C. For complaints covered by HB 670 of the 2020 Session of the Maryland General Assembly, the Employer shall abide by the provisions of the law beginning October 1, 2022.
- D. For complaints not covered by HB 670, the employer agrees to the following:
 - 1. Interrogations
 - a. An employee under investigation shall be notified, in writing, of the nature of the allegations against him, the name of the investigating officer, and the time and place of the interrogation.
 - b. An employee under investigation shall have the right to counsel prior to any interrogation. An employee shall have five business days after being served notification in writing to obtain counsel; after five business days, the Employer may proceed with the interrogation.
 - c. Any interrogation shall take place at a reasonable time and place, preferably during business hours at the Office of the Sheriff.
 - d. 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.
 - 2. Hearing Boards
 - a. Any charges, except charges alleging excessive force or criminal activity, shall be brought to a Departmental hearing board within one year from the date the Department knew or should have known of the acts giving rise to the disciplinary charges.
 - i. For charges brought concerning criminal activity, the charges shall be brought within one year from the date of conviction or within one year from the date prosecution is declined, dismissed, or otherwise disposed of by a state's attorney.
 - b. A disciplinary hearing board 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.

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.

d. 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.

- E. Disclosure of Personal Information. In the event of an officer-involved shooting, the County is prohibited, absent a legal requirement, 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.
- F. In the event that the Maryland General Assembly makes changes to HB 670, the LEOBR, or other changes to the police disciplinary process in the 2022 Legislative Session, the parties shall convene a labor management committee to discuss the changes and propose changes to this Article.

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 three hundred (300) 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 Wicomico County Personnel Manual, the Wicomico County Retirement Plan, 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 thirty

(30) 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 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.
- B. Steps in the Grievance Process
1. Step 1: The aggrieved employee will submit his/her grievance within thirty (30) calendar days of the actions being grieved or within thirty (30) 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.
 2. 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.
 3. 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.

4. Step 4:

- a. If a grievance has not been satisfactorily resolved at Step 3, the aggrieved party or the FOP may, within thirty (30) 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 fifteen (15) calendar days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If such attempts fail, within fifteen (15) 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 who are eligible to participate in the Retirement Plan for Employees of Wicomico County and the Board of Education of Wicomico County (the "Plan") under the eligibility provisions that apply under the Plan as of July 1, 2012, shall continue to be eligible to participate in the Plan based on the same eligibility provisions unless those eligibility provisions are modified by mutual agreement of the parties.
- B. **Accidental Disability Benefits.** The Employer shall amend the Plan's provisions regarding accidental disability benefits. Proposed amendment requirements are attached here as Appendix C.
- C. **Deferred Retirement Option Program (DROP).** The Employer will amend the Deferred Retirement Option Program (DROP) provisions of the Plan. Proposed amendment requirements are attached here as Appendix D.

**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

- C. (457) Plan. The County shall continue to offer a 457(b) plan subject to the following:
1. Employees shall pay all fees associated with the administration of the County's 457(b) plan, provided that the County shall continue to offer a twenty percent (20%) match contribution. In the event the County reduces or eliminates that contribution match, employees shall receive a *pro rata* reduction of the fee to be paid by FOP members in the event that the County does not make a twenty percent (20%) match. For illustration purposes only, the administrative fee fee is three percent (3%). If County reduces its match from twenty percent (20%) to ten percent (10%), the employee's fee responsibility would be 1.5% of the fee and the County would be responsible for the other 1.5% of the fee.
 2. In the event that the County select or procure a third-party administrator for the 457(b) plan, the FOP shall have the right to serve on the County's review committee for such procurement.
- D. Actuarial Calculations. Upon receiving all necessary paperwork to prepare the actuary analysis, the Employer shall exercise its best efforts to provide the employee all actuarial studies as promptly as reasonably possible.

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.

SIGNATURES

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

Wicomico County


Wicomico County, Maryland

Fraternal Order of Police


Incorporated

By: 

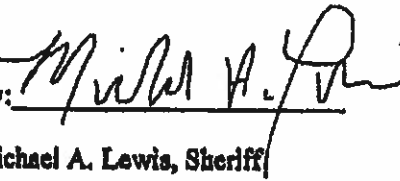
Scott Hamilton, FOP President

By: 

John D. Posta, Acting County Executive

By: 

Kieran Dowdy, FOP Counsel

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

Appendix B – Wage Scale

APPENDIX C
PROPOSED CHANGES TO THE ACCIDENTAL DISABILITY BENEFIT
PROVISIONS OF THE COUNTY'S RETIREMENT PLAN

- (1) The FOP shall have the right to select 1 physician member to serve on the Medical Advisory Board.
 - (2) There shall no longer be a trustee subcommittee for the accidental disability retirement plan. The decision of the Medical Advisory Board shall be final and is subject to appeal pursuant to Section 3.
 - (3) The decision of the Medical Advisory Board shall be appealable to the Circuit Court for Wicomico County as an appeal of an administrative agency under Md. R. 7-201 *et. seq.* Such appeal shall be on the record, and the decision of the Board shall be presumptively valid. The Board's decision shall be overturned only if it is arbitrary, capricious, unconstitutional, or illegal, or not supported by the substantial evidence in the record.
 - (4) The County shall amend the plan to clarify that any workers' compensation award arising out of the same injury or illness is subject to repayment if a disability pension is awarded, regardless of whether the compensation award is made before or after the disability pension is awarded. The repayment shall be the gross amount awarded and is subject to the same actuarial analysis utilized by the County's actuary firm to determine benefits for all County employees.
 - (5) The County shall amend the Personnel Manual to eliminate any language that states or implies that members who receive a disability retirement shall pay the active employee rate for health insurance.
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APPENDIX D
PROPOSED CHANGES TO DROP

A. Military Credit: the County shall amend the plan as follows:

1. Inactive Duty Service

- a. *Pre-Employment and During Employment Service for Members Hired Before July 1, 2021.* Members hired before July 1, 2021 are eligible for partial credit for DROP eligibility purposes for inactive or part-time military service, whether that service is performed during employment with the County or pre-employment. Four months of service may be credited toward DROP eligibility for each full year that a sworn Sheriff's Deputy served in inactive duty in the National Guard or a military Reserve component and earned at least 50 inactive duty points.
 - b. *Pre-Employment Service for Members Hired on or After July 1, 2021.* For members hired on or after July 1, 2021, inactive duty service performed before employment with the County can be counted at a rate of four months of service toward DROP eligibility for each full year that a sworn Sheriff's Deputy served in inactive duty in the National Guard or military Reserve component and earned at least 50 inactive duty points. However, inactive-duty service performed during employment does not count as additional service. For example, if a member is hired on or after July 1, 2021 and works as a Sheriff's Deputy for 20 years and also serves in the National Guard on an inactive-duty status for 10 of those years, the member would be credited with 20 years of service but would not receive any additional credit for the inactive military service performed while employed by the County.
2. *Pre-Employment Active-Duty Service.* Up to five years of active military service occurring before employment with the Sheriff's Office may be credited as service for purposes of DROP eligibility. For example, if a full-time Sheriff's Deputy served five years in the active-duty Army prior to employment with the County, that employee would be credited with five years of military service for DROP eligibility and would be eligible for DROP enrollment upon being credited with at least 20 years of service as an eligible employee.
3. *Maximum Five Years of Credit for Non-USERRA Military Service.* No more than a total of five years of service may be credited for DROP eligibility purposes for any combination of pre-employment military service or during employee military service (other than service that is credited pursuant to the federal law known as ERISA, which is automatically treated as service with the County). For example, if a member hired before July 1, 2021 had a total of five years of pre-employment active duty service in the Army and also had ten years of inactive duty service in the National Guard while

working with the County, the member would be credited with only five years of military service for DROP eligibility purposes.

4. The County shall implement a DROP window for existing members as follows:
 - a. Members with 30 or more years of service in the plan on July 1, 2021 shall have one year from the effective date of the agreement to elect to enter DROP. Such members shall be permitted to remain in DROP for up to, but no more than, five (5) years.
 - b. All members hired before July 1, 2021 who are not eligible for the one-year enrollment period described in 4.a. above, shall be required to enter DROP between the date they are credited with 25 years of service and the date they are credited with 30 years of service in the Plan, including any military service credit. Members shall be permitted to remain in DROP for up to, but no more than, five (5) years.
 - c. All members hired after July 1, 2021 shall be required to enter DROP between the date they are credited with 25 years of service and the date they are credited with 30 years of service in the Plan, including any military service credit, but such members who elect to enter DROP shall not be permitted to remain employed beyond the date they are credited with 30 years of service in the Plan, including military service credit. Members hired after July 1, 2021 shall not be permitted to enroll in DROP after the date they are credited with 30 years of service in the plan, including any military service credit.
 - d. Unused Sick Leave. DROP participants may elect to retain all or a portion of their unused sick-leave days to use during DROP participation. Prior to DROP enrollment, an employee may choose to turn in and apply unused sick-leave days toward the calculation of their retirement benefits. For any unused sick leave that is turned in at the start of DROP, the participant will receive a taxable cash payout equal to 25% of the amount of the turned-in unused sick leave in accordance with the County's normal policies for employees who terminate with at least 10 years of service. Unused sick leave that is applied to the calculation of retirement benefits is removed from the participant's sick leave account and is no longer available for use as sick leave or for any other purpose. A DROP participant will accrue additional sick leave during their DROP participation subject to personnel regulations. Upon the conclusion of DROP participation, however, any unused sick-leave days cannot be re-applied as service to be considered in the calculation of a participant's retirement benefits. For any unused sick leave that is turned in at the end of their DROP participation, the participant will receive a taxable cash payout equal to 25% of the amount of the turned-in unused sick leave in accordance with the County's normal policies for employees who terminate with at least 10 years of service.