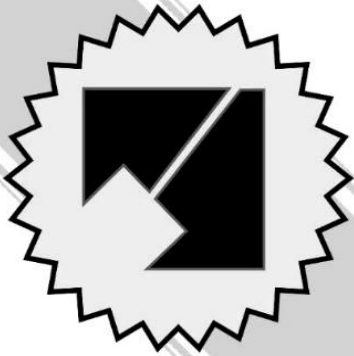


Collective Bargaining Agreement Made By and Between



**The Maryland-National Capital
Park and Planning Commission**

and

**The Maryland-National Capital
Park Police
FOP Lodge 30**



**February 1, 2023
to January 31, 2026**

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PREAMBLE

This Agreement is entered into by and between the Maryland-National Capital Park and Planning Commission ("MNCPPC" or "Commission") and Lodge No. 30 of the Fraternal Order of Police ("FOP" or "FOP 30") pursuant to Maryland Annotated Code, Land Use Article, Section 16-301 et seq. The purposes of this Agreement are the promotion of harmonious relations between the Commission and the FOP, the establishment of an equitable and peaceful procedure for the resolution of differences, and the specification of the parties' agreement with respect to wages, hours, and other terms and conditions of employment.

ARTICLE I
RECOGNITION

The MNCPPC recognizes FOP 30 as the exclusive bargaining representative of all park police officers who have completed the Academy, and who are employed by the MNCPPC at the permanent rank of sergeant or below the rank of sergeant. Officers who have completed the Academy but who are in an initial probationary status with the M-NCPPC are members of the bargaining unit, but may not grieve an employment action – which is defined solely for purposes of this article as a reassignment, transfer, any form of discipline, dismissal, an evaluation of performance or conduct or the requirement for remedial training – that occurs with at least a ten-work day notice. Individuals who have not graduated from the Academy are not members of the bargaining unit. Confidential employees, as defined in Maryland Annotated Code, Land Use Article, Section 16-301(f), are excluded from the bargaining unit.

ARTICLE II
MANAGEMENT RIGHTS

The Commission has and retains the sole right and responsibility to administer the Commission and to meet the obligations established by federal and state law, county charter, or county laws or resolutions. Such right and responsibility is limited only to the extent specifically modified in this Agreement.

ARTICLE III
ORGANIZATIONAL SECURITY, CAREER STATUS, PROBATION, AND
ANNIVERSARY DATES

3.1 Payroll Dues Deductions

Upon receipt from the FOP of a written authorization from an individual officer covered by this Agreement for deduction of dues, the FOP shall be entitled to have membership dues deducted on a bi-weekly basis from the paychecks of all officers covered by this Agreement. The amounts to be deducted shall be certified to the MNCPPC by the Treasurer of the FOP, and the aggregate deductions from all officers shall be remitted monthly to the FOP along with an itemized statement.

3.2 Bulletin Board

The MNCPPC shall provide the FOP with exclusive bulletin board space of no less than three feet by three feet at all stations in roll call areas; provided, however, that the MNCPPC shall not be required to replace or move any bulletin boards in use on February 1, 1987. The bulletin boards shall be used for official FOP newsletters, notices, literature, or correspondence.

3.3 Communications

The MNCPPC shall provide the FOP with time, not to exceed one (1) hour, to brief candidates or new hires prior to attendance at the Academy or within twenty-one (21) days after the employee's first working day. If a candidate begins work within forty-eight (48) hours of the start of the Academy, the FOP will, upon request, extend the twenty-one (21) day time limit to a date when the Academy makes the candidate available for the briefing. The FOP shall be given no less than three (3) days notice, not including the date of notice, prior to the briefing date.

3.4 FOP Leave

(A) An FOP leave bank shall be created for all FOP activities. The bank shall provide time for the FOP President or, in the President's absence, an FOP designee to perform the duties of the office. The bank shall also include time for FOP members to attend conferences, conventions, state meetings, schools, and training seminars of the FOP. Furthermore, officers requested to attend a disciplinary hearing as a fact witness by the officer or the officer's representative shall be entitled to request leave from the FOP leave bank.

(B) All officers covered by this contract shall be required to contribute ten (10) hours of annual leave (unless the officer requests that the leave be taken from personal or compensatory leave) to the leave bank for each twelve (12)-month period covered by this Agreement. The MNCPPC shall not deduct annual leave from officers who have not accrued ten (10) hours of annual leave, but shall deduct the leave from the individual officer's personal or compensatory leave. In addition, the MNCPPC shall contribute one thousand (1,000) hours to the leave bank on February 1 of each contract year. Any unused hours in the FOP leave bank on January 31 of each contract year, up to a maximum of one hundred (100), may be carried over from year to year.

(C) The FOP shall send a written request for leave to the appropriate Division Chief at least fourteen (14) days in advance of the conference, convention, state meeting, school, or training seminar, except that

(1) if the request for leave is for no more than three (3) days and involves no more than three (3) officers, the request may be submitted seven (7) days in advance, and

(2) if the request for leave is the result of a request for FOP attendance at a legislative session in Annapolis by the Commission or a third party, and the timing of the request does not permit three (3) days' notice, then the request may be submitted as soon as practicable in advance of the requested leave.

The request shall list those officers who will be attending, the dates of attendance, and how many hours of FOP leave will be used for the particular event. The Division Chief shall respond within seven (7) days of any leave request made within fourteen (14) days advance notice. For any leave request on seven (7) or less days' notice, the Division Chief shall respond as soon as practicable in advance of the event. Approval of all leave requests shall not be unreasonably withheld.

(D) The FOP President, or in the President's absence an FOP designee, shall utilize the hours in the FOP Leave Bank to perform the duties of that office. Any other type of leave taken by the FOP President or designee will not be deducted from the FOP Leave Bank, but will be in the appropriate leave category (e.g., sick, annual, disability, compensatory, personal). The FOP President, or in the President's absence an FOP designee, upon twenty-four (24) hours' notice (excluding emergencies) may draw upon the hours in the leave bank to perform the duties of that office. During the time that he or she is performing the duties of that position, the FOP President shall not be eligible for overtime compensation or shift differential payments.

(E) An officer covered by this Agreement may be designated by the FOP to use the FOP President's leave only when the FOP President is unable to carry out the duties of that office. The designee shall serve only until the FOP President is able to resume her/his duties or until the election of a new FOP President.

(F) The FOP President shall be required to meet the minimum police certification standards as set by the Maryland Police Training Commission. The scheduling of any additional training shall be by mutual consent between the FOP President and the Division.

(G) Any officer on FOP leave status shall continue to receive all the benefits of employment with the Commission.

(H) During the time that he or she is performing the duties of that office, the FOP President shall forward a copy of his or her completed time card at the end of each pay period to the appropriate Division Chief.

(I) During the time that an officer performs the duties of that position, the FOP President will not receive a performance appraisal. All decisions related to the officer's receipt of salary adjustments, consideration for promotions, or other occasions when performance appraisals are considered will be based upon the content of the performance appraisal for the period immediately preceding his or her assuming the duties of FOP President.

3.5 Notices

The FOP shall be provided with any changes made to the MNCPPC Park Police Operations Manual, including but not limited to changes in Bi-County and Divisional Directives and Divisional Memoranda, as soon as such changes are distributed to members of the bargaining unit.

3.6 Pay Date Adjustment

To guarantee the timely transmissions of Commission payroll and accurate recordation of time and attendance, the FOP agrees to meet and cooperate with the Commission in effecting any changes to the pay date process.

3.7 Career Status/ Probation

(A) Career status is granted when an officer has successfully completed the state-mandated entrance level training for police (i.e., upon graduation from the Academy) and twelve (12) months service thereafter, provided an overall performance evaluation rating of “2” has been achieved. Officers who have completed the Academy but who are in an initial probationary status with the M-NCPPC may be subject to an employment action, including dismissal, with at least a ten (10) work day notice and without right of appeal to the Merit System Board.

(B) The probationary period shall remain in force until the Park Police Officer has successfully completed the state-mandated entrance level training for police and twelve (12) months service thereafter. A Department Head shall grant career status to a Park Police Officer (see Section 3.8.1) when the officer has completed the probationary period, if the officer has received an overall performance evaluation rating of “2.” An officer who receives an overall performance evaluating rating of “1” shall be required to serve an additional six (6) month probationary period and earn an evaluation of “2” in order to receive career status. An evaluation rating of “0” at any time during the probationary period shall result in dismissal.

(C) Police Officers who qualify for appointment under the Advanced Entry Appointment Program shall serve a probationary period of not less than twelve (12) months. Career status is granted when the officer completes the probationary period and receives an overall performance evaluation rating of “2.” If a “1” rating is received after twelve (12) months of probation, the officer shall be required to serve an additional six (6) months of the probationary period to achieve an overall performance evaluation of “2” and career status. An evaluation rating of “0” at any time during the probationary period shall result in dismissal.

(D) A Park Police Officer Candidate shall be granted the rank of Park Police Officer II upon graduation from the Academy (i.e., upon successful completion of the state-mandated entrance level training for police).

(E) Failure by a Department Head to submit appropriate personnel action forms by the end of the twelve month probationary period shall mean career status for a new employee.

3.8 Anniversary Date

(A) The anniversary date for officers hired on or after July 1, 2017 shall be twelve months after they complete the Academy. No change in anniversary date has been made for any officers hired before July 1, 2017. For advanced entry officers, their anniversary date shall be based on their date of hire.

(B) An employee who has been in an approved leave status for six months or more in any one anniversary year shall have a new anniversary date established so that a period of twelve months in active duty status has elapsed, including time prior to leave status. Should an employee be in an approved leave status of twelve months or more, a new anniversary date shall be established as the date of return to active status.

ARTICLE IV **GRIEVANCE AND ARBITRATION PROCEDURE**

4.1 Merit Rules and Practices

The officers covered by this Agreement shall be covered by the Commission's Merit System Rules and Regulations that were in effect on February 1, 2012, as set forth in a booklet entitled "Merit System Rules and Regulations" that was dated September 9, 2008 as amended on May 18, 2011, except to the extent that certain provisions have been excluded, as reflected in Attachment B. Where a particular Rule or Regulation that was in effect on February 1, 2012 has been excluded, the officers shall be covered by the applicable Rule or Regulation reflected in Attachment B. In either context, such Rules and Regulations shall be considered a part of this Agreement and shall remain in effect, as written, for the life of this Agreement. If any portion of the Rules, Regulations, or Practices is inconsistent with specific language in this Agreement, the language of the Agreement shall prevail.

All past written grievance decisions by the Executive Director, Merit System Board, or the courts under the Merit System Rules and Regulations or Commission Practices shall remain in full force and effect, unless inconsistent with this Agreement. The MNCPPC shall provide the FOP with a written summary of the written grievance decisions issued by the Executive Director or the Merit System Board since 1977.

4.2 Grievance and Arbitration Procedure

(A) **Definition.** A grievance is defined as a dispute concerning: 1) the application or interpretation of the terms of this Agreement; 2) an alleged violation, misinterpretation, or misapplication of those rules and regulations of the park police that affect terms and conditions of employment; or 3) an alleged violation, misinterpretation, or misapplication of those Rules, Regulations, or Practices of the MNCPPC that are in effect on the effective date of this Agreement.

(B) **Exclusive Procedure.** The provisions of this grievance procedure shall be the only grievance procedure applicable to the officers covered by this Agreement. The officers covered by this Agreement shall no longer have access to the Merit System Board. Any officer or group of officers covered by this Agreement may present grievances and have those grievances adjusted without the intervention of the FOP; provided, however, that such grievances may only be appealed through step 3 and any adjustment may not conflict with the terms of this Agreement. Nothing in this procedure shall be interpreted to preclude or discourage officers from discussing any problem with their immediate supervisor.

(C) **Grievance Procedure** Grievances shall be presented and adjusted in the following manner:

Step 1: Within thirty (30) days after the event giving rise to the grievance or within thirty (30) days following the time when the officer should reasonably have known of its occurrence, the officer aggrieved and, if the officer desires, an FOP representative shall submit a written grievance, signed by the aggrieved officer and/or the FOP President or designee, to the officer's immediate supervisor above the rank of sergeant. This supervisor shall attempt to adjust the matter and shall respond in writing to the officer within thirty (30) days. An adjustment of a grievance at this step shall not be considered as binding on the parties in any future grievance.

Step 2: If the grievance has not been settled at Step 1, the written grievance may be presented to the Division Chief in the chain of command within thirty (30) days after receipt of the answer in Step 1 or within thirty (30) days of when the answer was due. The Division Chief receiving the grievance shall meet with the officer and, if the officer desires, an FOP representative and render a decision in writing not later than thirty (30) days after receipt of the grievance.

Step 3: If the grievance has not been settled at Step 2, the FOP may file a written appeal with the officer's Chief of Police within thirty (30) days after the receipt of the answer at Step 2 or within thirty (30) days of when the answer was due. Written appeals from Step 2 cannot expand the list of asserted contractual or Merit Rule violations beyond those set forth in the Step 2 written appeal unless there are matters or facts which were not known at the time the Step 2 written appeal was filed. Similarly, Management cannot expand at Step 3 the list of asserted contractual or Merit Rule provisions relied upon beyond those set forth in the responses to the Step 1 and Step 2 appeals unless there are matters or facts which were not known at the time of those responses. If a previously unknown matter or fact is raised by the FOP or management at Step 3, then the Executive Director or designee shall have the authority to remand the grievance back to Step 2. All Step 3 appeals shall be heard by a committee consisting of the two Chiefs of Police and the Executive Director of the MNCPPC. If any appeals are pending, this Committee shall meet no less than one (1) day each month to hear such appeals. The officer aggrieved and, if the officer desires, an FOP representative shall meet with this Committee and present the grievance. This Committee shall, within thirty (30) days after the meeting, issue a written decision on the grievance.

Step 4: If the grievance is not settled at Step 3, the FOP may request arbitration, giving written notice to the appropriate Chief of Police within thirty (30) days after receipt of the answer at Step 3 or within thirty (30) days of when the answer was due. The arbitration proceedings shall be conducted by an arbitrator to be selected by the MNCPPC and the FOP. The party who requests arbitration shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike the proposed arbitrators from the FMCS list until one remains.

(D) Arbitration Procedure The arbitrator shall hold a hearing on the grievance. Unless the arbitrator believes and determines that the filing of briefs is necessary to a fair and timely consideration of the grievance, neither party shall have the right to file a brief. Either party may request the arbitrator to determine whether the above standard has been met and to authorize the filing of briefs. The arbitrator must submit a written opinion regarding the grievance within thirty (30) days after the hearing. Each party shall pay its own costs related to the arbitration, but the losing party shall pay the arbitrator's fee unless the arbitrator directs otherwise in the written opinion.

(E) Powers of Arbitrator The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The arbitrator shall make such award as he or she determines is proper under this Agreement. The arbitrator's decision shall be final and binding on all parties.

(F) General Provisions

(1) The FOP President and her/his designee shall be given copies of all answers to grievances hereunder.

(2) If a grievance arises from the action of an authority higher than the officer's immediate supervisor above the rank of sergeant, such grievance may be initiated at the appropriate step of this grievance procedure. The FOP shall have the right to file grievances in its name at the appropriate step in this procedure when the FOP determines the grievable issue affects more than one officer.

(3) All parties shall have the right at their own expense to legal and/or stenographic assistance at all hearings.

(4) The fact that a grievance is raised by an officer shall not be recorded in the officer's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an officer be placed in jeopardy or be subject to reprisal or discrimination for having followed this grievance procedure.

(5) The Chiefs Committee may hear a grievance even though one of its members is absent; provided, however, that the grievant may choose to postpone the case rather than have it heard by the two members present and, if the grievant decides to go forward with the hearing, the absent member of the Chiefs Committee shall be consulted prior to the Committee reaching a decision on the grievance. The Chiefs Committee shall provide notice to the FOP and the grievant of which one of its members will be absent as soon as the Committee becomes aware of that fact.

(6) The Chiefs Committee shall provide the FOP and the grievant(s) with at least seven (7) calendar days' notice of hearing dates. Any grievance received by either Chief within that seven (7) day period shall be heard at the following month's hearing.

(7) The grievance procedure set forth in this Agreement shall have jurisdiction over disputes relating to the promotion from sergeant to lieutenant. All such grievances must be filed in accordance with this Agreement.

(G) Time Limits Time limits for the processing of grievances are intended to expedite grievance handling and may be extended upon mutual agreement, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for in any step, the next step may then be invoked, provided that if an officer or the FOP fails to pursue any step within the time limits provided, there shall be no further right to continue the grievance.

(H) Days Defined The term "days" as used in this grievance procedure shall mean calendar days, except that deadlines that fall on Saturdays, Sundays or holidays shall be extended to the next business day.

(I) Rights of the Parties

(1) The FOP President or her/his designee shall be granted reasonable administrative leave to attend grievance meetings and/or hearings held pursuant to this Article during working hours; provided, however, there is no disruption of the MNCPPC operation. This does not authorize administrative leave or pay for any off-duty hours.

(2) Any action by the MNCPPC that falls within the scope of the Law Enforcement Officers' Bill of Rights shall not be the subject of a grievance until a final determination under the Bill of Rights.

4.3 Application of the Contract

Any modification to the terms of this Agreement must be in writing and consented to by both parties. No individual agreements may vary the terms of this contract.

4.4 Alternative Dispute Resolution

The Commission's existing Alternative Dispute Resolution process is hereby incorporated into the Agreement with the following clarifications:

(A) Alternative Dispute Resolution cannot be utilized to address an issue that can also constitute a grievance under Article IV until after the completion of Step One of the grievance procedure;

(B) Alternative Dispute Resolution can only be utilized when both sides agree to use of the process. If the grievance was filed by the FOP, then it has the right to agree to participate in Alternative Dispute Resolution. If an individual officer filed the grievance, then the officer has the right to agree to participate in Alternative Dispute Resolution;

(C) Alternative Dispute Resolution is only available between Steps One and Two of the grievance process. When, pursuant to Section 4.2(F)(2) there is no Step One grievance, then Alternative Dispute Resolution is only available before the completion of Step Three of the grievance process; and

(D) If Alternative Dispute efforts are not successful, then the parties immediately return to the grievance procedure time frames set forth in Section 4.2 of the Agreement.

4.5 Contract Dispute Mediation

(A) If the parties have a disagreement involving an alleged violation, misinterpretation, or misapplication of the Collective Bargaining Agreement or the Commission Rules and Regulations, then they shall have the ability, by mutual agreement, to submit the dispute to mediation rather than to Step 3 of the grievance procedure. FOP shall file a timely grievance to preserve the issue and shall complete steps one and two of the grievance procedure before conducting mediation. The parties shall select the next available person from the previously agreed-upon list of mediators. All costs related to mediation shall be shared evenly by the Commission and FOP.

(B) Within thirty (30) business days of selecting the mediator, the parties shall meet with the mediator to try and resolve the dispute. If mediation is not successful, then the parties may request arbitration in accordance with 4.2(C) within thirty (30) days from the mediation.

(C) The list of mediators shall include no fewer than ten (10) individuals agreed upon by both parties. The list shall remain in effect for one (1) contract year. At the end of the contract year, each party shall have the option of striking up to two (2) individuals from the list. The parties shall agree upon replacements to be added to the list if any strikes occur. The order of the list shall be randomly selected, and mediators shall be chosen from the list sequentially. If the mediator is not available to hear the matter within the thirty (30) business day period, then the parties shall move to the next person on the list.

ARTICLE V
WAGES AND OVERTIME

5.1 Wages

(A) Effective the first full pay period after July 1, 2022, the minimum starting salary of a Park Police Officer (PO2 Step B) shall be increased to \$54,620, and all subsequent steps shall be increased accordingly. Effective the first full pay period after February 1, 2023, the MNCPPC will implement the attached wage scale, which reflects 5% promotional increments and 3.5% step increases from step B through step P. For PO-5, the pay scale reflects 3.5% step increases from Step B through Step Q. Additional service increments ASI-1, ASI-2, and, effective January 7, 2024, ASI-3 reflect an adjustment of 3.5% above the preceding step or ASI. There is a 5% step increase between PO3 through PO5, Steps A and B.

(B) After the wage scale is implemented, officers shall move up at the rate of one step per year on their anniversary dates provided they have received a "good" or better performance evaluation rating. No officer shall receive more than one step increase on each anniversary date regardless of the officer's length of service. The increases set forth in Section 5.12 shall be considered step increases. If one or more of the step increases set forth in Section 5.12 has been postponed due to the "no more than one step increase on each anniversary date" rule, the officer shall receive the step increase(s) (no more than one per year) on the next anniversary date(s) on which he/she qualifies for the step increase(s). Provisions related to anniversary dates are contained in Section 3.8.

(C) Effective the first full pay period after November 1, 2022, all officers covered by this Agreement shall receive an across-the-board increase of one percent (1.0%). Effective the final full pay period of FY 2023, all officers covered by this Agreement shall receive an across-the-board increase of five percent (5.0%). Effective the pay period beginning January 7, 2024, all officers covered by this Agreement shall receive an across-the-board increase of five and one half percent (5.5 %).

(D) The parties shall participate in reopeners for the second and third year of the contract (Fiscal Year 2025 and Fiscal Year 2026). During these reopeners, either party shall be able to present proposals relating to Section 5.1. In addition, the FOP shall be entitled to make proposals regarding the timely completion of performance evaluations. Negotiations for each reopener shall begin on January 1 of the prior fiscal year. Absent mutual agreement between the parties, negotiations shall be completed by March 15 of the prior fiscal year.

Effective the first full pay period after May 1, 2005 all officers holding the rank of Sergeant shall receive a wage increase of five percent (5.0%). All officers promoted to the rank of Sergeant after January 1, 2006 shall receive a wage increase of ten percent (10.0%).

5.2 Overtime Pay

(A) All hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half times the officer's regular rate of pay.

(B) Each time an officer covered by this Agreement submits an overtime slip, the officer may elect to receive compensatory leave, and shall receive one and one-half compensatory hour for each overtime hour worked rather than overtime pay.

(C) Officers may at no time accrue more than two hundred and forty (240) hours of compensatory leave. Any officer who has accrued two hundred and forty (240) hours of compensatory leave shall receive overtime pay for any additional overtime hours worked.

(D) Officers may not carry over from one fiscal year to the next any compensatory leave in excess of one hundred and sixty (160) hours. Any compensatory leave in excess of the one hundred and sixty (160) hour limit must be used in the fiscal year in which it is earned or the officer will receive overtime pay for the hours involved. An officer who separates employment in good standing or retires from the Commission shall receive payment for up to one hundred and sixty (160) hours of their accumulated compensatory leave.

(E) If an officer arrives to work a Commission-sponsored overtime assignment that has been cancelled, without the Commission having provided the officer with two (2) hours prior notice of the cancellation, the officer shall be paid for three (3) hours at one and one-half times the officer's regular rate of pay. Notice of cancellation shall occur by e-mail, text, or through posting on a scheduling system accessible to officers that also pushes out a notification to officers via email or text.

5.3 Shift Differential

(A) Effective July 1, 2020, increase the evening shift differential from \$1.80 per hour to \$1.90 per hour. An evening shift shall be any shift that starts between 2:00 p.m. and 7:59 p.m. Effective February 1, 2021, increase the evening shift differential from \$1.90 per hour to \$1.95 per hour. Effective February 1, 2023, increase the evening shift differential from \$1.95 per hour to \$2.05 per hour. Effective February 1, 2024, increase the evening shift differential from \$2.05 per hour to \$2.15 per hour.

(B) Effective July 1, 2020, increase the midnight shift differential from \$2.60 per hour to \$2.70 per hour. A midnight shift shall be any shift that starts between 8:00 p.m. and 4:59 a.m. Effective February 1, 2021, increase the midnight shift differential from \$2.70 per hour to \$2.75 per hour. Effective February 1, 2023, increase the midnight shift differential from \$2.75 per hour to \$2.85 per hour. Effective February 1, 2024, increase the midnight shift differential from \$2.85 per hour to \$2.95 per hour.

(C) The shift differential rate shall be determined by when the shift starts, regardless of when it ends or when the officer goes off duty.

(D) Shift differentials shall not be considered to be part of an officer's base rate for the purpose of calculating holiday pay, or for nonproductive hours, such as holiday leave, annual leave, and sick leave, nor shall the differential be used for computing retirement deductions or retirement and insurance benefits.

5.4 Court Compensation

(A) All officers covered by this Agreement will receive a minimum of three (3) hours pay at one and one-half times their regular rate of pay whenever they are required to attend court or judicial proceedings while off-duty or during non-regularly scheduled working hours. In this Section, “non-regularly scheduled working hours” is defined as hours assigned as the result of a change to the work schedule of any officer covered by this Agreement, with the exception of the Tactical or SET teams, Special Operations Divisions, Special Services Section, Internal Affairs, and detectives or investigators, on less than twenty-one (21) days’ notice.

(B) If an off-duty officer is required to attend court dockets only in the morning or only in the afternoon on a single day, the officer will receive only one minimum guarantee of three (3) hours pay at one and one-half times the officer's regular rate of pay regardless of the number of cases involved in the dockets.

(C) If an off-duty officer is required to attend both morning and afternoon court dockets on the same day, the officer will receive a minimum of six (6) hours pay at one and one-half times the officer's regular rate of pay regardless of the number of cases involved in the dockets. The officer may be required to perform other police duties, as assigned, during the time between the morning and the afternoon dockets. If such work is performed, the officer will be paid only the six (6) hour minimum set forth above unless he/she actually works longer than six (6) hours. Officers who

actually worked the midnight shift preceding the day of the court proceeding will not be required to work between the morning and afternoon dockets.

(D) No off-duty officer will receive a minimum guarantee of more than six (6) hours pay at time and one-half for attendance at multiple court proceedings during any twenty-four (24) hour period running from midnight to 11:59 p.m., regardless of how many dockets or cases he attends. This paragraph does not preclude payment of more than six (6) hours if the officer actually works the additional time.

(E) Officers who are required to attend court or judicial proceedings while off-duty will be paid at one and one-half times their regular hourly rate of pay for all hours worked in excess of the above minimum guarantees.

(F) If an officer is required to attend court within three (3) hours prior to his regularly scheduled shift, the officer will receive overtime pay for those hours prior to his regularly scheduled shift. For example, if an officer is scheduled to begin his shift at 3:00 p.m. and he attends court at 1:00 p.m., the officer shall receive two (2) hours of overtime pay.

(G) The compensation provisions of this section are not applicable to hearings under the Maryland Police Accountability Act of 2021, as amended, unless an officer is ordered to attend by management or management's attorney.

5.5 Standby

(A) An officer who is required to attend court or a judicial proceeding while off-duty and who would otherwise be eligible for court compensation under Section 5.4 may elect to remain on telephone or pager standby without compensation so long as the officer makes the necessary arrangements with the State's Attorney's Office.

(B) No officer shall be disciplined or subject to any punitive action for failing to standby during off-duty hours unless the officer is being compensated for those hours.

5.6 On Call

An officer within the Motor, Horse Mounted, Investigative, Special Assignment Team, or Information Technology Units who is assigned to on-call duty shall receive twelve percent (12%) of the employee's regular straight rate of pay for each hour of on-call duty. Officers assigned to on-call duty shall not be permitted to transfer the on-call duty to another officer without receiving the express prior permission of the Unit Captain or designee. The Unit Captain or designee shall designate the time frame when the substitute officer shall receive the on-call pay. This provision is effective January 1, 2006. No officer shall be disciplined or subject to any punitive action for failing to report during on-call hours unless the officer is being compensated for those hours as provided in this section.

5.7 Recall to Duty

Any officer who is recalled to duty during off-duty hours shall be paid time and one-half from portal-to-portal, provided that the officer shall be paid for a minimum of three (3) hours at time and one-half of his or her regular rate of pay.

5.8 Holiday Pay

All hours worked on a Commission-authorized holiday will be compensated at two and one-half times the officer's regular rate of pay. An officer covered by this Agreement who is off-duty on a holiday because it is the officer's regular day off will receive compensatory leave of eight (8) or ten (10) hours depending on the officer's regular work schedule. If an officer works an overtime assignment on a holiday that they are scheduled off, the compensatory time that is awarded will be off-set by the number of hours worked as overtime. As an example, an officer who regularly works a 10-hour shift and is scheduled off on a holiday but works a Commission-sponsored overtime assignment for 5 hours will receive 5 hours of holiday pay (at the 2.5X rate) and 5 hours of compensatory time. If the assignment is 10 hours or more, no compensatory time will be provided for the day.

5.9 Work on Actual Holiday

Whenever New Year's Day, July 4th, Veteran's Day, Juneteenth, or Christmas Day falls on a weekend and is celebrated by the Commission on the preceding Friday or the following Monday, officers covered by this Agreement who work either on the actual holiday or on the day it is celebrated shall be treated as working on a holiday for purposes of receiving holiday pay. Officers who work both the actual holiday and the day it is celebrated shall be entitled to holiday pay only as to the first such day worked.

5.10 Acting Pay

Officers covered by this Agreement who are designated by a superior officer to serve a temporary assignment in a vacant position at a higher grade (e.g., acting sergeant, acting lieutenant, etc.) will, after fourteen (14) consecutive calendar days in such position, receive a ten (10) percent increase in base pay, but no less than the minimum and no more than the maximum pay of the higher graded position. This increase in pay shall be retroactive to the first day served in the acting position.

Officers shall continue at the increased pay until removed from the assignment. When the assignment is complete, the officer shall return to her/his former rank or position at the salary level that would have been received if the officer had served in that previous rank for the period of the temporary assignment.

When the Park Police Division and Department Head have determined an operational need exists to temporarily fill a vacant position with an acting individual, and such acting position is to last for more than 14 days, management will retain the officer in the acting capacity for at least 14 days unless management determines to end or modify the acting pay assignment in less than 14 days for reasons related to performance, discipline concerns, or fitness for duty limitations.

5.11 Field Training Officer Compensation

Effective the first full pay period following February 1, 2023, Field Training Officers ("FTO") shall receive Five Dollars (\$5.00) per hour of FTO duty. FTO duty shall not exceed ten (10) hours in one working day without prior approval from the FTO's captain, except when the FTO's shift is extended past ten (10) hours due to normal operational requirements (*e.g.*, a late-in-shift arrest or a late-in-shift service call). The FTO shall enter his or her FTO time in the Commission's timeclock system. Field Training Officer compensation will be paid in a lump sum at the end of the pay period in which the officer served as an FTO.

Field Training Officer compensation also will be paid to officers providing training to an officer transferring into either the Mounted or Motorcycle Sections. Field Training Officer Compensation will be paid to Detectives effective the first full pay period of January 2009.

5.12 Additional Service Increments

(A) After an officer reaches step P for Grades P2-P4 or step Q for Grade P5 on the applicable wage scale, there shall be three (3) additional step increases in base salary. Effective the first pay period following July 1, 2019, the increase shall be three and one-half percent (3.5%) on the first anniversary date on which the officer has completed sixteen (16) years of service. Effective the pay period beginning January 7, 2024, officers covered by this Agreement shall receive a three and one-half percent (3.5%) increase on the first anniversary date on which the officer has completed eighteen (18) years of service. Effective the pay period beginning January 7, 2024, officers covered by this Agreement shall receive a 3.5% increase on the first anniversary date on which the officer has completed twenty-one (21) years of service. The payment of these step increases shall be subject to the limitation set forth in Section 5.1(B). These step increases shall be payable only if the officer received a "Good" or better on his/her most recent annual performance evaluation. These additional service increments shall be included in all wage and benefits that are dependent upon base salary including, but not limited to, "base pay" for purposes of retirement and "basic earnings" for purposes for disability benefits.

(B) For the purposes of this section of the Agreement, a "2" is considered a "good" rating.

(C) Officers who have obtained an ASI shall maintain that ASI if promoted.

5.13 Emergency Conditions Pay

Officers covered by this Agreement who work during an emergency when the Commission has declared either an Area-wide Emergency that affects the officer's assigned department pursuant to MSR&R Section 1272 or a General Emergency pursuant to MSR&R Section 1273 shall be compensated at the rate of two times the officer's regular rate of pay only for those hours covered by the period of the emergency.

Officers required to remain at a facility for which a local emergency closing has been declared, consistent with MSR&R 1271, shall continue to receive their straight time pay unless they work beyond their regular shift at which time the officer shall receive 1.5 times their regular rate of pay.

Any hours worked beyond the officer's regular shift because of the declared local emergency must be approved in advance by the Division Police Chiefs, or designee. Nothing in this provision is intended to affect the approval process for hours worked beyond the officer's regular shift because of any reason other than the declared local emergency.

Officers covered by this Agreement who are detailed or deployed to a state, county, or local declared emergency zone, other than one declared by the Commission, shall be compensated at the rate of two times the officer's regular rate of pay for the hours covered by the period of the emergency.

5.14 Multilingual Pay

No later than February 1, 2003, the Commission will establish testing procedures to measure an officer's conversational proficiency and written proficiency in selected languages other than English. Management shall select the languages for which interpretive service certification can be obtained.

(A) Effective February 1, 2020, any officer who passes the conversational proficiency test will be certified as an interpreter in the language tested, will be assigned to interpret that language as part of his/her job duties, and will receive a lump sum payment of One Thousand, Four Hundred Dollars (\$1,400.00).

(B) Officers who have passed the conversational proficiency test shall be eligible to seek a second certification by taking a written proficiency test. Effective February 1, 2020, any officer who passes the written proficiency test will be assigned to interpret that language as part of his/her job duties and will receive an additional lump sum payment of Seven Hundred Fifty Dollars (\$750.00).

(C) The Commission will pay an additional Two Hundred Fifty Dollars (\$250.00) premium for proficiency in a language where an identified need has not been met. This additional amount is a one-time premium available to any officer who passes either part A or the combination of parts A and B above. The Commission shall notify officers of the languages for which the one-time premium shall be paid.

(D) When an officer qualifies for the premiums in section A and B, as well as the additional one-time premium in section C above, he or she is entitled to a maximum of Two Thousand Four Hundred (\$2,400.00) in multilingual pay in the first year and Two Thousand One Hundred Fifty (\$2,150.00) in subsequent years.

The initial payment(s) of the lump sum will commence within thirty (30) days of the officer's certification(s). Thereafter, the annual payments will occur within thirty (30) days of the anniversary of the officer's certification(s). Failure to pass a qualifying language examination will not be subject to the grievance and arbitration process herein. There shall be a goal of maintaining a minimum total of five (5) language certified officers in each Division, and the parties acknowledge that this is a minimum goal and not a maximum complement of language-certified officers in each Division. Management shall determine the maximum complement to be certified in each Division. Any certified officer who transfers into the other Division shall not continue to receive the lump sum payment if the Division has a full complement of certified officers. Consistent with current Commission Guidelines, to continue to receive the lump sum payment, officers shall be required to

recertify as an interpreter by taking the conversational proficiency test and/or written proficiency test, as applicable, every five (5) years.

5.15 Canine Compensation

Effective the first full pay period following July 1, 2014, Canine officers responsible for the care and feeding of police dogs shall receive six (6) hours of compensatory leave each week for care and feeding of the police dog. Canine compensatory leave will be recorded separately from any compensatory leave that the officer earns from his/her regular police duties. The “canine compensatory leave” will be treated the same as all other compensatory leave except that if a canine officer ever exercises the right to receive cash for that leave (as opposed to taking the time off) he or she will receive payment for the leave at 30% of the officer’s normal rate of pay. Canine officers shall not receive compensatory leave for any days or weeks when he or she is not responsible for care and feeding of a police dog. The maximum canine compensatory hours will be increased from 160 to 240 hours. Once an officer has reached the maximum of 240 hours of accrued canine compensatory hours, he or she shall then be paid, without initiating a request, for all hours accrued beyond the maximum at 30% of the officer's normal rate of pay.

5.16 Fitness Indicator Test (FIT) Program

(A) The FIT Program is a completely voluntary physical fitness testing program for incentive pay. There are no consequences for attempting the test and not attaining a level of performance entitled to compensation.

(B) Except as described in paragraph (C), the test is made up of four components (run, sit-ups, push-ups and flexibility) and is based on the standards of the Prince George’s County Police Department, in effect as of February 12, 2006. The standards are listed in Attachment C. Any changes to the composition of the test will be by mutual agreement between the Commission and the FOP and in writing. The test will be offered at least once a month.

(C) Officers who, not later than twenty (20) days prior to the FIT test, present written medical documentation confirming that the officer has a physical condition that adversely impacts his or her ability to perform a timed 1.5 mile run, will be permitted to substitute the Schwinn Air-Dyne Cycle Ergometer Test or equivalent from the Cooper Institute Course for the timed 1.5 mile run. The Commission shall train a staff person or use an occupational health provider who shall administer the cycle ergometer test.

(D) In the event an officer fails to obtain a qualifying score, they may take the test again the following month; however, once a qualifying score is reached, that score will be valid for the following twelve (12) months. An officer cannot improve a qualifying score by retaking the test until the twelve (12)-month validity period for the current score has elapsed.

(E) The Commission shall compensate officers who pass the test on the following average scores:

Average score of 3 or better --350.00

Average score of 4 or better --450.00
Average score of 5 or better -- 650.00

5.17 Officer Overpayments

(A) Whenever it is determined by the Commission that an officer has received an overpayment in compensation, notice shall be given to the officer of the facts and circumstances of the overpayment. The officer shall have ten (10) workdays to respond to the notice of overpayment. The Commission shall evaluate any response received and take any action deemed appropriate. In the event that the Commission determines that an overpayment has been made, final notice of the discontinuance of the overpayment and a schedule for repayment shall be provided to the officer in writing.

(B) An officer will not be required to repay the portion of overpayments which has extended beyond a fourteen (14) month period. This fourteen (14) month limitation does not apply in cases of either officer fraud or when an officer knew of the error but failed to bring the mistake to management's attention.

(C) Any schedule for repayment shall be based upon the period of time covering the overpayment (e.g., the overpayment continued each pay period for a period of six (6) months, the officer would have six (6) months to repay the overpayment). Management will consider any reasonable request to extend the schedule for repayment beyond the period of time covering the overpayment.

5.18 Education Incentive

Effective the first full pay period following February 1, 2023, officers who have or attain an associate's degree, from an accredited institution, shall receive a one-time education incentive bonus of \$1,000.00. Effective the first full pay period following February 1, 2023, officers who have or attain a bachelor's degree, from an accredited institution, shall receive a one-time education incentive bonus of \$2,000.00.

Officers shall not be entitled to receive both an associate's and a bachelor's degree incentive bonus. Officers who receive the education incentive bonus shall be required to remain with the Commission for at least one year following receipt of the bonus; otherwise, the officer shall reimburse the Commission the full amount of the incentive bonus. Absent mutual agreement of the Commission and FOP, this education incentive bonus program shall sunset effective January 31, 2026.

5.19 No Duplication or Pyramiding

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. When more than one form of premium or overtime pay could be applied to the time worked, the officer shall receive the higher of the premium or the overtime pay, but not both. But when a premium or overtime pay as well as FTO compensation and/or a shift differential

could be applied to the time worked, the officer shall receive both the FTO compensation and/or a shift differential and a premium or overtime rate.

As an example, if on the last day of the scheduled workweek an officer works three hours beyond the end of his/her shift during a declared emergency which qualifies for compensation at two times the officer’s regular rate of pay, then the officer will receive the emergency compensation pay (2 times regular rate of pay) rather than overtime pay (1&1/2 times regular rate of pay). As another example, if on the last day of the scheduled workweek, an officer volunteers to work a midnight overtime shift, the officer will receive overtime pay (1&1/2 times regular rate of pay) and then, after applying the overtime rate, adds the midnight shift differential of \$2.85 per hour.

ARTICLE VI
LEAVE

6.1 Annual Leave

(A) The rate of accrual of annual leave is based on the number of years of service with the Commission. The annual rates are as follows:

0 to 3 years of service -	120 hours per year
More than 3 but less than 15 years of service -	160 hours per year
More than 15 years of service -	208 hours per year

(B) The maximum allowable accumulation of annual leave is 440 hours. Unused annual leave in excess of the maximum allowable accumulation shall be transferred to sick leave. For all officers hired on or after February 1, 2023, the maximum allowable accumulation of annual leave shall be 240 hours.

(C) Annual leave may be used in blocks of no less than one (1) hour.

6.2 Sick Leave

Officers covered by this Agreement shall accrue 120 hours of sick leave each calendar year, and there shall be no limit on the carryover of sick leave from year-to-year.

Officers covered by this agreement shall receive the following payments for their sick leave in the event of death: (a) for service-connected deaths, one hundred percent (100%) payment for all unused hours of sick leave; (b) for non-service connected deaths, fifty percent (50%) payment for all unused hours of sick leave.

(A) Sick Leave Restriction – Whenever an officer is abusing sick leave or engaged in a pattern of sick leave indicating abuse, the Commission may impose a sick leave restriction on the

employee; provided that the matter is first reviewed with the Division Chief. Whenever an officer is placed on a sick leave restriction, notice shall be given in writing to the officer. The notice shall advise the officer of the fact that he or she is being placed on sick leave restriction, the reasons for being placed in that status, and the anticipated period that the restriction shall last. Officers shall be given the opportunity to object to the notice through the grievance procedure; however, the filing of a grievance shall not preclude the commencement of the sick leave restriction.

A sick leave restriction shall be no longer than twelve (12) months and shall begin on the date the restriction is imposed. An officer can be placed on another sick leave restriction if there is a subsequent abuse of sick leave or if another pattern of sick leave use develops.

Officers placed on a sick leave restriction will be required to provide a medical certification from their physician for any absence from work. For medical conditions involving the employee, the medical certification shall include the medical facts that support the certification and justify the absence, the length of time during which the officer will require sick leave and any limitations on the officer's ability to perform his/her duties. For medical conditions involving members of the employee's family, the medical certification shall include information that the member of the family is currently under medical care, that the officer's assistance is needed to care for the family member, the physician's estimate about the anticipated length of the illness of the family member. However, it is understood that when Family and Medical Act (FMLA) leave is applicable, the medical certification of said Act shall apply. Barring exigent circumstances, the medical certification shall be provided to the Park Police Division Chief within two (2) business days of the start of the absence. Failure to provide timely notice shall be subject to progressive discipline up to and including termination.

6.3 Sick Leave Program

(A) A sick leave program shall be created for officers covered by this Agreement in need of sick leave and who have already depleted their own accrued sick leave. Coordination of the sick leave program shall be the responsibility of the FOP. The FOP shall solicit donations from officers covered by this Agreement on behalf of the officer in need. Officers will be allowed to donate sick leave, annual leave, and personal leave to the officer to be used as sick leave. Individual officers who volunteer to make a donation will be required to donate a minimum of four (4) hours. When a block of forty (40) hours has been accumulated, the FOP shall notify the MNCPPC and the hours will then be transferred to the officer in question.

(B) Officers covered by this Agreement are not eligible for the ten (10)-day sick leave advance previously permitted under the MNCPPC's Merit Rules.

(C) Any officer covered by this Agreement who leaves employment with the MNCPPC may donate up to fifty (50) hours of accrued sick leave to the FOP sick leave program. Such donations must be in writing and shall be solicited by the FOP, not the Commission. The FOP shall provide the Commission with a copy of the written donation no later than thirty (30) days after the officer leaves the Commission.

(D) In the event an officer covered by this Agreement is re-credited with sick leave after a work-related injury or illness, any leave donated to that officer by other officers would be credited to the sick leave bank.

(E) Officers covered by this Agreement shall not be eligible for the Commission's sick leave program.

6.4 Holiday Leave

(A) The Commission shall authorize Law Enforcement Officers' Memorial Day (May 15) as a holiday for officers covered by this Agreement. Whenever Law Enforcement Officers' Memorial Day falls on a weekend, it shall be treated as a holiday listed in 5.9 celebrated by the Commission. Such officers shall receive all other Commission authorized holidays. If, in the future, the Commission does not authorize Employees Appreciation Day or any other existing holiday in any year, but gives Commission employees an additional personal leave day in place of that holiday, the officers covered by this Agreement shall receive the additional personal day.

(B) Any officer covered by this Agreement who is regularly scheduled to work on a holiday may, with authorization, choose to take holiday leave without charge to any accrued leave. Such officers shall receive either eight (8) or ten (10) hours of paid leave depending on their regular work schedule.

(C) All officers covered by this Agreement shall receive three (3) personal days each calendar year. Officers regularly working 10-hour shifts will be entitled to take 10-hour personal days by submitting for 8 hours of personal leave and 2 hours of administrative leave, to a maximum of six (6) hours of administrative leave per calendar year.

6.5 Maternity/Paternity Leave

(A) Officers covered by this Agreement shall be eligible for up to eleven (11) months of unpaid maternity/paternity leave. Such officers shall only be required to use their accrued sick, annual, compensatory, or personal leave (if any) for the first month of the maternity/paternity leave. The remainder of the leave shall be without pay. This provision shall also apply to adoptions. Married Park Police officers shall both be permitted to utilize maternity/paternity leave; however, in such instances, the officers will be limited to eleven (11) months (Three Hundred Thirty-five calendar Days) of unpaid maternity/paternity leave between them. The affected officers shall decide and advise the Commission as to how much of the eleven (11) –month period will be utilized by each officer.

(B) This provision shall not prohibit officers from using their accrued sick, annual, compensatory, or personal leave for longer than the first month if they choose to do so.

(C) No officer shall be eligible for more than eleven (11) months of unpaid maternity/paternity leave in any thirty-six (36) month period. This shall not prohibit an officer from applying for a leave without pay under the other circumstances set forth in the Merit Rules referenced in Section 4.1 of this Agreement.

(D) In all other respects, maternity/paternity leave shall be governed by the Merit Rules referenced in Section 4.1 of this Agreement.

(E) The M-NCPPC and FOP Lodge #30 recognize the need to incorporate the provisions of the Maryland Time to Care Act into existing CBA provisions, such as those on Maternity/Paternity Leave (Section 6.5). The parties shall establish a joint committee comprised of an equal number of FOP and management representatives, but no more than four (4) from each party. The Committee will schedule its first meeting within 30 days following the DLLR's publishing of Time to Care Act regulations. Within one hundred and twenty (120) days from its first meeting the Committee will issue its findings and recommendations to the FOP #30 President and the M-NCPPC's Executive Director, or designee. If no agreement is reached by the Committee, or if the Committee's recommendations are not adopted by the parties, then the FOP shall be permitted to present its proposals for consideration during the FY 2026 wage reopener

6.6 Family and Medical Leave

The following provisions supplement the Merit System Rules and Regulations related to benefits under the Family and Medical Leave Act (Sections 1640-1643):

(A) The MNCPPC will distribute general information to all employees represented by the FOP regarding the protections afforded to eligible employees under the FMLA.

(B) If any dispute arises concerning application or interpretation of the FMLA, the employee may choose to resolve that dispute pursuant to the Grievance and Arbitration Procedure set forth in Article IV of the collective bargaining agreement between the MNCPPC and the FOP.

(C) Employees who take FMLA leave will be allowed to continue their group health insurance coverage. Officers will be required to continue to meet their co-pay on any health or non-health benefits continued during an FMLA leave. For FMLA leave of less than sixty (60) days, an employee's health care contributions shall be deducted through payroll. For FMLA leave of sixty (60) days or more, the employee shall be required to make his or her employee health care or non-health benefit contributions by check payable to the MNCPPC, or its third party administrator, every four weeks based upon a schedule determined by the Commissions' Health and Safety Officer.

(D) Employees who take FMLA leave will receive continued coverage for disability insurance, life insurance, and accidental death and dismemberment insurance.

(E) Employees who take FMLA leave will continue to accrue annual leave and sick leave until they are on FMLA leave, without pay, for a period exceeding thirty (30) days. The MNCPPC shall further ensure that all employees who take FMLA leave will continue to accrue time toward their years of service for purposes of determining their future rate of accrual for annual leave.

(F) The twelve (12) month period for calculating leave under the FMLA shall be a rolling twelve (12) month period measured backward.

(G) The MNCPPC shall be responsible for advising any and all employees who assume an acting position because another employee utilizes FMLA leave that they will return to their prior position once the employee returns from FMLA leave.

(H) Upon an employee's return to work from FMLA leave, the employee will be placed in the same or equivalent position with equivalent pay, benefits, and other employment terms, including the option of purchasing credit toward retirement to cover the period of FMLA leave under either Section C-3.4 or Section D-3.4, as applicable, of the Employees' Retirement System established and maintained by the MNCPPC.

(I) (1) Upon an employee's return to work from FMLA leave which was taken because of a serious health condition that made the employee unable to perform his or her job, the employee may be required to provide the MNCPPC with a fitness-for-duty certification from the employee's own physician, with said requirement limited to the medical reason for the employee's FMLA leave. Thereafter, the MNCPPC may require the employee to obtain a fitness-for-duty certification from a physician chosen by the MNCPPC, again limited to the medical reason for the employee's FMLA leave. Should the employee's own physician and the physician chosen by the MNCPPC disagree as to whether the employee should be certified as fit for duty, the employee may be required to obtain a fitness-for-duty certification from a third physician, mutually chosen in good faith by the employee and the MNCPPC. Should the employee and the MNCPPC be unable to agree on a third physician, they shall seek a list of three physicians from a local medical society, each of whom is board-certified in the appropriate discipline and is available to determine the employee's fitness for duty, with first the MNCPPC and then the employee striking one name from the list until only one physician remains. This third physician, whether chosen by mutual agreement or by striking, will decide whether the employee should be issued a fitness-for-duty certification and returned to work.

(2) The employee returning to work from FMLA leave which was taken because of a serious health condition that made the employee unable to perform his or her job must provide the MNCPPC with at least seven (7) days' notice of his or her expected return to duty. Thereafter, if the MNCPPC decides to require the employee to obtain a fitness-for-duty certification from a physician chosen by the MNCPPC, the determination made by that physician shall be made no later than fourteen (14) days from the day of the employee's initial notice to the MNCPPC of his or her expected return to duty. Should the physician chosen by the MNCPPC refuse to provide the employee with a fitness-for-duty certification, and assuming the employee does not perform compensable work for the MNCPPC during the applicable period, the employee may be required to reimburse the MNCPPC for any compensation paid to him or her for the period from the date of his or her expected return to duty to the date on which the physician chosen by the MNCPPC refuses to certify the employee as fit for duty, but in no event for a period more than seven (7) days.

ARTICLE VII
UNIFORMS AND CLOTHING ALLOWANCE

7.1 Uniforms

(A) The Park Police Divisions shall continue their practice of issuing uniform and equipment items to all new officers at no cost. The items issued shall continue as in the past except as follows:

(1) Both Divisions shall issue a reversible raincoat with a dark color on one side and a reflective color on the other side; and

(2) Both Divisions shall issue three (3) soft body armor carriers.

(3) Both Divisions shall issue nonmetallic flashlights.

(4) At least once every four (4) years, both Divisions shall issue officers assigned to Special Operations a new pair of boots.

(5) Both Divisions shall issue three (3) blue sets of uniforms and two (2) sets of tan uniforms to all newly hired officers.

In addition to including the above items in the original uniform issue to all new officers, the MNCPPC shall issue the reversible raincoat and two (2) additional soft body armor carriers to all existing officers covered by this Agreement no later than December 31, 1988.

(B) Both Divisions will authorize officers to wear a dickie, a pile cap, a sweater, a black turtleneck, and a lightweight jacket. Officers must purchase these items at their own expense.

(C) Both Divisions will provide shotguns to any officer assigned to a cruiser who requests a shotgun and who is qualified to operate the weapon.

(D) Officers may wear the FOP pin on the official park police uniform.

(E) Any uniform or equipment item issued by the Divisions that is damaged in the line of duty shall be replaced at the Divisions' expense.

(F) Business cards will be made available to all officers covered by the Agreement.

(G) M-NCPPC Management agrees to coordinate with the FOP on a replacement strategy that will be utilized to address issues related to uniformity of badges, patches, and other Park Police symbols.

(H) The wearing of the short sleeve or long sleeve uniform will be at the officer's discretion, with the exception of the formal/dress uniform.

7.2 Clothing Allowance

(A) During the period from February 1, 2002 until the first full pay period after February 1, 2003, all officers assigned to special operations (motorcycle or horse mounted) and all detectives or investigators, community relations officers, public relations officers, and other officers who, for sixty (60) days or more in any calendar year, serve in an assignment in which they are normally expected to wear civilian dress clothing shall receive a clothing allowance of One Thousand Forty Dollars (\$1,040.00) per year. Effective the first full pay period after February 1, 2003, this allowance shall increase to One Thousand Eighty Dollars (\$1,080.00). Effective the first full pay period after February 1, 2004, this allowance shall increase to One Thousand One Hundred Twenty Dollars (\$1,120.00). Effective the first full pay period after July 1, 2014, this allowance shall increase to One Thousand, Three Hundred Dollars (\$1,300.00). Effective on the later of the first full pay period after February 1, 2020 or the ratification of this Agreement, this allowance shall increase to One Thousand, Six Hundred Dollars (\$1,600.00). Effective the first full pay period after February 1, 2023, this allowance shall increase to One Thousand, Seven Hundred Dollars (\$1,700.00).

(B) During the period from February 1, 2002 until the first full pay period after February 1, 2003, all officers other than those listed in paragraph (A) above, shall receive an annual clothing allowance of Nine Hundred Ninety Dollars (\$990.00). Effective the first full pay period after February 1, 2003, this allowance shall increase to One Thousand Thirty Dollars (\$1,030.00). Effective the first full pay period after February 1, 2004, this allowance shall increase to One Thousand Seventy Dollars (\$1,070.00). Effective the first full pay period after July 1, 2014, this allowance shall increase to One Thousand, Two Hundred Dollars (\$1,200.00). Effective on the later of the first full pay period after February 1, 2020 or the ratification of this Agreement, this allowance shall increase to One Thousand, Five Hundred Dollars (\$1,500.00). Effective the first full pay period after February 1, 2023, this allowance shall increase to One Thousand, Six Hundred Dollars (\$1,600.00).

(C) All officers placed in a non-working status (sick leave, administrative leave, etc.) for longer than thirty (30) continuous days will cease receiving the monthly clothing allowance payments until they return to a duty status.

ARTICLE VIII
RETIREMENT

8.1 Retirement

(A) Effective July 1, 1990, the Commission shall implement a new Retirement Plan (Plan D) which shall provide for normal retirement upon completion of 22 years of "Credited Service" with the benefit calculated at 50% (2.27% per year) of the officer's "Average Annual Earnings." Officers will receive an additional 2% for each year of Credited Service after 22 years up to a maximum of 70%.

(B) All officers joining the Park Police after July 1, 1993 will be in retirement Plan C which shall provide for normal retirement upon completion of 25 years of "Credited Service" with

the benefit calculated at 60% (2.4% per year) of the officer's "Average Annual Earnings." Officers will receive an additional 2% for each year of Credited Service after 25 years up to a maximum of 70%. In all other respects, Plan C shall be identical to Plan D.

(C) Officers in Plan D shall have a one-time option to transfer to Plan C. This option shall close on October 25, 2002. Transfers from Plan D to Plan C shall be permanent. FOP Lodge #30 expressly and irrevocably waives its right to propose in future negotiations any further window opportunity for Plan D members to transfer to Plan C.

(D) Officers who retire prior to twenty-five (25) years of credited service shall receive a pension benefit that is reduced as follows:

(1) Two percent (2.0%) penalty for officers who retire after twenty-four (24) years of credited service. Effective July 1, 2006, one percent (1.0%) penalty for officers who retire after twenty-four (24) years of credited service;

(2) Five percent (5.0%) penalty for officers who retire after twenty-three (23) years of credited service. Effective July 1, 2006, two percent (2.0%) penalty for officers who retire after twenty-three (23) years of credited service;

(3) Nine percent (9.0%) penalty for officers who retire after twenty-two (22) years of credited service.

(4) Fourteen percent (14.0%) penalty for officers who retire after twenty-one (21) years of credited service.

(5) Twenty percent (20.0%) penalty for officers who retire after twenty (20) years of credited service.

(E) Effective the first pay period following November 1, 2002, the Employee Contribution in Plan C shall increase to eight percent (8.0 %). Effective the first pay period following March 1, 2015, the Employee Contribution in Plan C shall increase to eight and one-half percent (8.5%) and the Employee Contribution for Plan D shall increase to seven and one-half percent (7.5%). Effective the first pay period following January 1, 2016, the Employee Contribution in Plan C shall increase to nine percent (9%) and the Employee Contribution for Plan D shall increase to eight percent (8%). Effective the first full pay period beginning on or after April 1, 2023, the Employee Contribution in Plan C shall increase to nine and one-half percent (9.50%).

(F) Credibility for Accumulated Sick Leave: Effective April 1, 2023, Plans C&D shall be amended to introduce the following changes to the sick leave conversion provisions:

- (1) Once an officer completes twenty-five (25) years of service in accordance with Section C-3.1, C-3.3, and C-3.4, or Section D-3.1, D-3.3, and D-3.4 with the Commission's Park Police or retires after a determination that they are disabled from police work within the meaning of Article 9.4(k), the sick leave conversion shall be changed to 1,056 hours;

- (2) Officers will be permitted to use any additional Credited Service purchased pursuant to Section C-3.5 (i.e., military credit or credit carried over from another governmental agency) for purposes of completing the twenty-five (25) years of service required to utilize these modified sick leave conversion ratios.
- (3) Officers will continue to use the current 2,112 hour ratio for the conversion of up to 14 months of sick leave to qualify for Normal Retirement.

(G) For purposes of the existing pension systems, the term "credited service" shall include the service of a participant in the uniform services, on a voluntary or involuntary basis, for a period not to exceed five (5) years. Persons reemployed after a period of service of five (5) years or less, who are otherwise reemployed in accordance with federal law, shall be treated as not having had a break in service.

If there is a subsequent change in federal law increasing the period that an individual can participate in the uniform services without experiencing a break in service, then that increase will be automatically applied to the existing pension systems. If, however, federal law changes and the period that an individual can participate in uniform services without a break in service is reduced, the parties will negotiate with respect to any resulting changes to the existing pension plans.

(H) The selection of a voting member of the Retirement Board of Trustees for the unit including Park Police Officers shall be pursuant to an internal FOP election process which permits the officers in the unit to select the trustee.

(I) Internal Transfers

Any officer joining the Park Police after July, 2004 who is transferring from a non-public safety position to the Park Police shall be required to either pay 100% of his or her deficient premium contributions for the period spent in another retirement plan or accept an actuarial liability that shall be imposed at the time of retirement.

(J) Retirement Reopener

If, during the duration of this contract, the Montgomery County Government and Prince George's County Government Police both obtain a twenty (20)-year retirement, the Commission and the FOP agree to a reopener on the sole issue of retirement. However, there shall be no reopener if the changes in the Montgomery County Government and Prince George's County Government Police retirement plans occurs during the final year of this contract.

(K) For the purposes of all retirement calculations related to the period of February 1, 2005 through the ratification date of this Agreement, the Commission will base the calculations upon the assumption that the agreed-upon wage adjustments took effect on dates indicated herein. This calculation assumption is not applicable to any officer who retires prior to the date that the new agreement is fully ratified and executed.

(L) The COLA for all service accrued after July 1, 2012 shall be capped at a maximum of 2.5%. The Commission will eliminate the negative COLA for both past and future credited service.

(M) Purchase of Military Service

Officers currently participating in Plan C, as well as those who join the Commission before July 1, 2017, shall have a one-time option to purchase up to two (2) years of credited service for prior military service. Current officers shall either exercise that option prior to February 1, 2018 or during the window 60 to 31 days immediately prior to the date of the officer’s actual retirement. If officers hired after July 1, 2017 enter Plan C, they shall also have a one-time option to purchase credited service at the time of hire or during the window 60 to 31 days immediately prior to the date of the officer’s actual retirement.

Officers electing to purchase credited service shall be required to pay one hundred percent (100%) of the full cost of the credited service. If an officer elects not to purchase credited service after the actuary has calculated the cost of that credited service, then the officer shall pay the full cost of the actuary’s calculation. All other terms related to the purchase of military service shall follow the provisions of Section B-3.4 of the Commission’s Plan document for Plan B.

(N) Credibility for Accumulated Sick Leave for Officers Qualifying for Normal Retirement by Age and Service: Effective January 1, 2024, Plans C&D shall be amended to introduce the following changes to the sick leave conversion provisions: Officers (i) who qualify for an unreduced retirement benefit through a combination of age and service pursuant to Plan provisions C-1.6(a) or D-1.6(a); (ii) who have completed at least 13 years of service with the Park Police; and (iii) who have reached a minimum age of 56, shall be entitled to convert accumulated sick leave to credited service at the 1,056 hours-per-year rate, as set forth in Article 8.1(F), whether or not those officers have completed 25 years of service with the Park Police as set forth in that Section. To clarify, qualification for this conversion is conditional upon the Officer meeting all three (i, ii, and iii) of the above conditions.

ARTICLE IX
DISABILITY BENEFITS

9.1 Long Term Disability

The Commission will continue to offer access to the long-term disability programs as offered under prior contracts. Participation in LTD is mandatory for all members of the Collective Bargaining unit.

9.2 Tax/Benefits Payments

In order to implement a process to allow tax-free LTD benefit payments, FOP members participating in the LTD program shall pay 100% of the premium cost for LTD benefits. The payment of this 100% shall take effect on the first pay period April 1, 2006. The Commission and the FOP recognize and agree that future premium costs for LTD benefits shall continue to be determined by the carrier(s).

It is further agreed that nothing about the change in the payment of the premiums shall otherwise change any aspect of the operation or administration of the Commission’s LTD programs. Finally,

the change to the tax-free approach is contingent upon successfully coordinating the change in the LTD program with the Commission's insurance carriers.

9.3 Long-Term Disability Program

(A) For service and nonservice-connected disabilities, the policy or program offered by the Commission will provide the officer disabled from police work disability benefits of sixty-six and two thirds percent (66-2/3%) of her/his monthly basic earnings for a period of thirty-six (36) months from the date of determination of disability. Thereafter, the Commission will provide the officer who is unable to perform all the material duties of any occupation for which he/she is or may reasonably become qualified based upon his/her education, training or experience benefits of sixty-six and two thirds percent (66-2/3%) of her/his monthly basic earnings for the duration set by the existing LTD plan documents as of the execution date of this Agreement.

(B) All other provisions of the current LTD program will continue to apply to service connected and non-service connected disabilities as in the past.

9.4 General Provisions

The following provisions apply to the LTD Program.

(A) Monthly basic earnings consist of the officer's basic rate of pay at the time the officer is disabled excluding overtime, premium pay, shift differential, bonuses, or any other additional compensation.

(B) Service-connected disabilities are those mental or physical disabilities resulting from: (a) an accident occurring or incurred while the officer was engaged in the performance of her/his duties of employment as a police officer with the Commission; or (b) an illness or disease occurring or incurred as the result of the officer's performance of her/his duties as a police officer with the Commission.

(C) The Commission shall offer access to the LTD benefits through an insurance program with an insurance carrier, through a self-insurance program, or through a combination of both. This selection shall be at the Commission's option. If the Commission intends to make any substantive benefit-design changes to the offered policy they will notify and consult with the FOP before any changes are made. The Commission may contract with an outside insurance carrier to make all determinations concerning disabilities. If an outside carrier makes a determination, the officer affected will have the right to appeal the decision with the carrier and contest the determination in a court of competent jurisdiction.

(D) For any disabled officer, the Commission reserves the right to obtain, at its own expense, reasonable and relevant information certifying an officer's continuing disability. Generally, the Commission may not require a medical examination, by a physician selected by the Commission, more than once a year. More frequent medical examinations can, however, be required:

(1) as part of any workers compensation proceeding, or

(2) due to the existence of probable cause, explained by the Commission in writing, that a material change has occurred in the officer's condition. If the disability determination of the Commission-selected physician differs from that of the officer's treating physician, the Commission may require, at its own expense, that the officer submit to an independent medical exam ("IME") by a physician mutually agreed upon by the Commission and the officer. The decision of the IME is binding upon the parties. The Commission also may require the disabled officer to provide in a reasonable manner, but no more often than once every six (6) months, relevant financial information, including financial statements on employment or self-employment, or other relevant records that reasonably may provide further information on the officer's disability status.

(E) In all other respects, the disability programs set forth above shall be subject to the same provisions as are contained in the Commission's offered LTD insurance program.

(F) Disability benefits provided by the LTD program shall be increased annually by fifty percent (50%) of the increase in the national CPI-U as determined by the U.S. Department of Labor. The annual increase shall not exceed five percent (5%).

(G) Officers on the LTD program shall be allowed to continue their participation in the Commission's health and life insurance programs as if they were still actively employed. On or before the latter of nine (9) months from the date of determination of disability and forty-five (45) days of receiving notice from the Commission, Officers will be required to submit an application for waiver of life insurance premiums to the Commission's Health and Benefits Office. If the Commission is required to submit premium payments because an Officer fails to submit the application for waiver within the required time-frame, the Officer shall reimburse the Commission for the employer's share of the premium that otherwise would have been waived.

(1) If the insurance carrier determines that an officer, who was previously on the LTD program, is no longer disabled and the officer files an administrative appeal of the insurance carrier's decision, then the officer shall be permitted to continue on the Commission's health, life, and LTD insurance coverage, at the existing premium cost-share levels, for up to six (6) months while the administrative appeal is pending. To be eligible for this benefit, officers must file their administrative appeal in the first month after receiving the insurance carrier's decision.

(2) Continued health insurance coverage will not be provided for any further appeals, administrative or judicial, of an adverse insurance carrier determination.

(H) For service-connected disabilities, on the date of determination of disability the officer may request in writing payment in full for all unused annual, compensatory, and personal leave. Payment will be made in the pay period following the request.

(I) The waiting period for LTD benefits shall be no more than one hundred and twenty (120) days after the initial date of illness or injury.

(J) The maximum monthly benefit under the LTD program shall be six thousand dollars (\$6,000.00).

(K) Any officer covered by the LTD program who suffers a service-connected disability that is total and permanent shall be continued on 66 2/3% benefit for the remainder of the officer's life. For purposes of this provision, "total and permanent disability" shall mean the following: the loss or loss of use of both hands, both arms, both feet, both legs, both eyes, or any combination of one of each. When the officer reaches her/his normal retirement date, the officer shall retire and the Commission shall pay the difference (if any) between the officer's retirement benefit and the officer's 66 2/3% disability benefit.

(L) If an officer is a suitable candidate for rehabilitation, he or she is required to participate in a "Rehabilitation Plan." Failure to participate in the Plan will result in termination of Health Benefits and a possible termination from the Commission. This will apply to all officers in active service as well as officers who are currently receiving LTD Benefits either from the LTD carrier or the Commission. The Commission must provide the officer with written notice of his or her obligation to participate in a Rehabilitation Plan and the penalty for failing to do so. No officer may lose his or her right to any benefits provided by the Commission unless the officer has been provided at least thirty (30) days from the receipt of the notice to inform the Commission or the LTD carrier of his or her intentions regarding participation in the proposed Rehabilitation Plan. The form and the manner of the Commission's notice shall be determined in consultation with the FOP. In addition, if the officer's treating physician determines that the proposed Rehabilitation Plan is not reasonable or appropriate for the officer and so informs the Commission in writing, the officer may not be required to undergo the Rehabilitation Plan, provided that, the Commission may require, at its own expense, that the officer submit to an independent medical exam ("IME") by a physician mutually agreed upon by the Commission and the officer to determine whether the proposed Rehabilitation Plan is reasonable and appropriate. The decision of the IME is binding upon the parties, as to the proposed rehabilitation plan; however, it does not preclude the creation of another proposed rehabilitation plan for the officer.

(M) When an officer becomes disabled for more than six (6) months, he or she must apply for Social Security Disability ("SSD") and cooperate in a reasonable manner with the LTD carrier to obtain approval of benefits. If SSD is denied, the officer must cooperate in a reasonable manner with the LTD carrier and/or the Commission to appeal the decision. Failure of the officer to cooperate in a reasonable manner will result in termination of Health Benefits and possible termination from employment from the Commission. Provided that, the Commission or its Agent Carrier must provide the officer with written notice of his or her obligation to apply for SSD and to cooperate with the LTD carrier and/or the Commission in pursuing SSD benefits and the penalty for failing to do so. No officer may lose his or her right to any benefits provided by the Commission unless the officer has been provided at least thirty (30) days from the receipt of the notice to cooperate reasonably in pursuing SSD benefits. The form and the manner of the notice required by this paragraph shall be determined in consultation with the FOP.

(N) If an officer is disabled for more than twenty-two (22) workdays, any holidays shall be considered a day of disability and not a holiday.

(O) As set forth in the Employee Retirement System Plan Documents, an officer on LTD will continue to accrue free credited service under the employee's applicable retirement program, until the officer reaches his/her normal retirement date.

(P) If the officer is offered a reasonable Transitional Work arrangement, the officer will be required to accept the Transitional Work arrangement if the arrangement would pay the officer at least 75% of the salary he earned as a police officer prior to becoming disabled. Failure to accept such a reasonable Transitional Work arrangement will result in termination of Health Benefits and possible termination from employment from the Commission. Provided that, the Commission must provide the officer with written notice of his or her obligation to participate in the reasonable Transitional work arrangement and the penalty for failing to do so.

(Q) No officer may lose his or her right to any benefits provided by the Commission unless the officer has been provided at least thirty (30) days from the receipt of the notice to inform the Commission or the LTD carrier of his or her intentions regarding participation in the proposed Transitional Work arrangement. The form and the manner of the Commission's notice shall be determined in consultation with the FOP. This subsection will apply to all officers in active service and officers currently receiving LTD Benefits.

(R) An officer who has provided the Commission with fraudulent written information regarding his or her disability or employment status, shall be subject to discipline up to and including loss of Health Benefits and termination of employment. No officer shall be subject to such discipline until after he or she has been provided with ten (10) days' notice of the Commission's intent to act. The form and the manner of the Commission's investigation and notice shall be consistent with Maryland Law.

(S) Any officer who fails to appear for a rescheduled IME will have the actual cost of the IME or the "no show fee" (whichever is less) deducted from his or her wages, up to a maximum \$150.00, unless the officer establishes that there was reasonable justification for failing to appear.

(T) The FOP shall designate up to five (5) officers who will act as advisors/advocates to other officers applying for LTD benefits. During the first six (6) months following ratification of this Agreement, the Commission's Health & Benefits Office will meet with these advisors/advocates and provide them with information on the procedural issues, deadlines and requirements imposed by the disability programs' insurance carriers. The Health & Benefits Office will periodically update the advisors/advocates on significant changes to the plan and will provide training when a replacement advisor/advocate is selected. Advisors/advocates shall be permitted to utilize FOP leave when attending training sessions with the Health & Benefits Office.

In addition, the Commission will ensure that copies of the LTD application packets are provided to the FOP President and are placed in each Divisional headquarters. Officers remain responsible for completing the application packet in a timely manner.

(U) If an officer has been injured on the job, placed on LTD, and is subsequently deemed by the Commission's Medical Service Provider to be medically able to return to work, with or without reasonable accommodation, one of the following things will happen:

(1) If the Officer is able to return to Police Duties:

(a) The officer will be placed into a vacant position, in either County, at the rank the officer held at the time he or she was injured; or,

(b) The officer will be placed into a temporary position, in either County, at the rank the officer held at the time he or she was injured until such a time as a permanent position at that rank becomes available, at which time the officer shall be placed into that permanent position.

(c) In either instance described above, the officer will be required to accept and fill the existing vacant or temporary position.

(2) If the Officer is not able to return to Police Duties:

(a) The officer will, pursuant to the Transitional Work Arrangement (Section 9.4(P)), be placed into a vacant position, in either County, for which the officer qualifies at the time of the placement.

(b) If no vacant position exists at the time of the officer's return, then the officer will be placed into a temporary position, in either County, until such time as a permanent position becomes available for which the officer qualifies.

(c) If the officer's rate of pay exceeds the rate of the position into which he or she is being placed, then the officer shall retain his or her pay rate for a period of one (1) year from the effective date of the change to the lower grade. At the end of that one (1) year, the officer shall be placed at a rate in the lower grade which neither exceeds the officer's current rate of pay nor the maximum pay level of the lower grade.

(d) In either instance described above, the officer will be required to accept and fill the existing vacant or temporary position.

(1) Should any officer returning hereunder to either Police duties or other Commission duties be receiving continuing compensation under Maryland's Workers' Compensation laws, then the Commission shall be authorized to reduce the compensation paid to the officer by an amount equal to those Workers' Compensation payments.

9.5 Workers' Compensation Disability Leave

(A) Disability leave is paid leave granted to an employee who is temporarily disabled as a result of an injury or illness sustained directly in the performance of the employee's work, as provided for in the Workers' Compensation law of Maryland.

(B) An officer shall be placed on workers' compensation disability leave from the date of injury or illness until the officer's date of determination of disability under the LTD program;

however, no officer may remain on workers' compensation disability leave for more than 18 months for any given illness or injury. A small break in leave, such as a return to work (full duty) of up to thirty (30) work days or a return to light duty for any period of time when the officer is awaiting a scheduled procedure, shall not be counted for the purposes of creating a new eighteen (18) month period. After eighteen (18) months, the employee may obtain sick leave from the FOP sick leave donor program to make up the difference between workers' compensation benefits and full salary. Furthermore, workers' compensation disability leave shall never continue beyond the officer's normal retirement date, as defined under the applicable retirement plan. Workers' compensation disability leave is provided to employees who are temporarily disabled in lieu of State mandated benefit levels for Workers' Compensation. In no case shall the workers' compensation disability leave benefits exceed the employee's normal salary.

(C) All officers on leave for medical purposes, whether service-related or nonservice-related, must apply for Long Term Disability (LTD) benefits within sixty (60) days of the beginning of the disability leave or any other leave taken because of a nonservice connected injury or illness. While on leave for medical purposes, officers shall continue to cooperate with the Commission's worker's compensation carrier in order to continue to participate in the Commission's health benefit plans, other than as required by COBRA.

(D) When the injury is or may be service-related, failure to apply in a timely fashion will result in the officer losing his or her right to the Commission's disability leave for any period following the initial sixty (60) days from the date of injury or illness. When the injury is nonservice-related, failure to apply in a timely fashion will result in the officer losing his or her right to participate in the Commission's health benefit plans, other than as required by COBRA, for any period following the initial sixty (60) days from the date of injury or illness. With the written approval of the Human Resources Director, which shall not be unreasonably denied, the deadline for application for LTD benefits can be extended beyond sixty (60) days.

(E) When the accident, injury, or illness for which disability leave may be granted was caused under circumstances involving a legal liability of a third party, the Commission shall have the right of subrogation and the right to enforce for its benefit the legal liability of the third party under the conditions of and pursuant to the provisions of state law. The right of subrogation shall also include reimbursement to the Commission of any disability leave which the employee received in payment by the legally liable third party.

(F) The Commission will not bring any independent claim seeking to enforce the legal liability of a third party until after it has allowed nine (9) months to pass from the date of the event creating the third party's legal liability. Further, the Commission will not bring any independent claim seeking to enforce such a liability until after it has provided the officer with sixty (60) days advanced notice, in writing, of its intent to pursue the claim. Officers shall be required to fully cooperate in any subrogation effort undertaken by the Commission, and failure to fully cooperate shall result in the officer losing his or her workers' compensation disability leave.

(G) If the officer is offered a reasonable Transitional Work arrangement with the Commission, the officer will be required to accept the Transitional Work arrangement if the arrangement would pay the officer at least 75% of the salary he earned as a police officer prior to

becoming disabled. Failure to accept such a reasonable Transitional Work arrangement will result in termination of Health Benefits and possible termination from employment from the Commission. Provided that, the Commission must provide the officer with written notice of his or her obligation to participate in the reasonable Transitional work arrangement and the penalty for failing to do so.

(H) An officer who has intentionally provided the Commission with fraudulent information regarding his or her disability or employment status, shall be subject to discipline up to and including loss of Health Benefits and termination of employment. No officer shall be subject to such discipline until after he or she has been provided with ten (10) days' notice of the Commission's intent to act. The form and the manner of the Commission's investigation and notice shall be consistent with Maryland Law.

(I) Any officer who fails to appear for a rescheduled IME will have the actual cost of the IME or the "no show fee" (which-ever is less) deducted from his or her wages, up to a maximum \$150.00, unless the officer establishes that there was reasonable justification for failing to appear.

(J) An officer out on a service-connected LTD Disability who returns to the Commission as a park police officer after a period of more than four (4) years on LTD Disability, from the effective date of the benefits, shall be returned to a pay level one step above the level they were on at the time of the injury/illness that caused the disability, provided that the last annual performance evaluation was satisfactory.

9.6 Light Duty

(A) This section covers light duty status for park police officers covered by this Agreement who are unable to perform full duty because of illness or injury. Requests for light duty positions shall be directed to the appropriate Chief of Police or the Chief's designee. Such request shall be granted if the following conditions are met:

- (1) A light duty position is available in the applicable Department of Parks either because of vacancy or leave status of the incumbent employee. The MNCPPC shall not be required to create a light duty position if one is not available;
- (2) The officer requesting the light duty possesses the necessary skills to perform the job; and
- (3) The period of incapacitation is expected to be six (6) months or less.

(B) An officer requesting light duty must submit a written request to the appropriate Chief of Police or designee, along with certification from his/her physician that the officer is unable to perform the full range of regular duties and is capable of performing on a light duty status. The Chief of Police or his/her designee shall respond to requests for light duty within fourteen (14) calendar days after receipt providing that the request includes the necessary medical certification. If the certification is not included, the fourteen (14) day time limit does not begin until the certification is received.

(C) Priority for filling a light duty position will be based on the date of receipt of the written request described above.

(D) Placement in a light duty position shall not exceed six (6) months, unless management concludes, based on current medical information, that the officer will be able to return to full duty in the near future. In no context will placement in a light duty position exceed nine (9) months.

(E) When available, the Commission will provide officers with duty related and non-duty related injuries with light duty assignments in either the Police Division or other MNCPPC Divisions. The schedule change rules of Section 14 will not apply in this situation. Once the officer is cleared for full duty by the Commission’s doctor, they will rotate back into their normal schedule as soon as practical. If at that time the officer is able to return to his or her prior position, then he or she will be returned to that position if feasible.

(F) Officers on Light Duty are not permitted to work security-related secondary employment or any secondary employment that is reasonably likely to delay the officer’s return to full duty, on or off park property, or overtime. If there is a disagreement whether the secondary employment is reasonably likely to delay the officer’s return to full duty, the officer shall provide a note from their healthcare provider addressing whether there will be any delay in return to full duty.

ARTICLE X
OTHER INSURANCE

10.1 Accidental Death and Dismemberment Insurance

All officers actively at work or on paid leave shall be covered by a \$50,000 Accidental Death and Dismemberment (“AD&D”) Insurance Policy at the Commission’s expense. With respect to officers who become disabled, AD&D coverage shall continue while the officer is on paid leave or for one year after the initial date on which the officer is determined to be disabled, whichever is later.

10.2 Health Insurance

(A) Effective the first pay period after January 1, 2013, all officers covered by this Agreement who participate in any of the Major Medical Plans, Prescription Plans, and/or the Dental Plan will contribute twenty percent (20.0%) of the cost of those plans. Effective the first pay period after January 1, 2018, all officers covered by this Agreement who participate in any of the Major Medical Plans, Prescription Plans, and/or the Dental Plan will contribute twenty-two percent (22.0%) of the cost of those plans. Effective the first pay period after January 1, 2019, all officers covered by this Agreement who participate in any of the Major Medical Plans, Prescription Plans, and/or the Dental Plan will contribute twenty-three percent (23.0%) of the cost of those plans.

(B) All officers who participate in the Vision Care Plan shall continue to contribute twenty percent (20.0%) of the cost of that plan for the duration of this Agreement.

(C) Any changes in the Commission's health insurance programs that are not inconsistent with the percentage contribution rates set forth in paragraphs A and B above and that are implemented for the Commission's civilian employees shall also be implemented for the officers covered by this Agreement; provided, however, that the FOP shall be notified of any such changes no less than thirty (30) days prior to the proposed date for implementation. Upon request by the FOP, the parties shall meet to discuss the changes.

(D) The Commission shall implement a credit for service requirement for all officers hired after July 1, 2014 to be eligible for health insurance benefits once they retire. The new requirements will call for a graduated scale beginning at a 50/50 split of retiree health insurance premiums after the employee has completed ten years of Credited Service with the Commission. After an employee has completed twenty-two years of Credited Service with the Commission he/she shall be eligible for the then-current Employee/Employer split(s) for the FOP. A sample application of the Credited Service model is set forth in Attachment 1.

The Commission asserts that these retiree health benefits are not a vested benefit and that it retains the right to review and alter the premium ratios to address future economic realities and other budgetary issues impacting the Agency. The FOP asserts that the retiree health benefits are a vested benefit and that the Commission therefore does not have the right to alter premium ratios. Having agreed to disagree, both sides agree that they will not assert that this credit for service requirement either supports their position or undermines the other side's position on this issue.

ARTICLE XI
MEDICAL STANDARDS

11.1 Medical Standards

Starting with the 2021 Medical Examination, the officer shall complete the following medical tests:

- Eyes and vision
- Hearing
- Cardiovascular
- Pulmonary Function
- Endocrine System
- Musculoskeletal System

For these tests, the Commission shall apply the standards utilized by Montgomery County for their County Police Officers, subject to the condition that, consistent with Section 11.5, officers will be sent for a cardiovascular stress test only if deemed necessary by the physician conducting the examination.

Should a dispute exist concerning the ability of an officer covered by this Agreement to fully perform the duties of her/his position under the medical standards, said dispute shall be resolvable only under the grievance and arbitration section of this Agreement.

11.2 Application of Medical Standards

(A) Physical examinations shall occur according to the following schedule:

- (1) 2020—No physical examinations;
- (2) 2021—Physical examination will be conducted by the officer's physician;
- (3) 2022— No physical examinations;
- (4) 2023----Physical examinations will be conducted either by the Commission's Medical Provider or by the officer's physician. If the officer's physician conducts the examination, the Commission agrees to a single, one-time reimbursement of up to Two Hundred, Seventy-Five Dollars (\$275.00) upon the receipt of the physician's invoice(s) by the Corporate Health and Benefits office.
- (5) In years following 2023, physical examinations will be required every other year with the Commission's new Medical Provider, unless the parties mutually agree to another arrangement.
- (6) In a year when the Section 11.3 medical examination is conducted by the Commission's medical provider, should a disagreement arise between the Commission's medical provider and an officer's board certified specialist, and should the disagreement involve a medical issue within the scope of the specialist's certification, then the Commission shall defer to the conclusions of the officer's specialist.

(B) In years where the physical is conducted by the Officer's medical provider, the officer shall be responsible for any costs associated with the examination that are not covered by their insurance. After reviewing the results of the tests set forth in Section 11.1, the officer's primary care physician or other regularly treating physician shall certify on the Park Police Periodic Physical Examination Report Form (Attachment/Exhibit A), provided by the Commission, that, in his or her opinion, the officer (1) may perform the duties of a Park Police Officer without restrictions; (2) may perform the duties of a Park Police Officer with the restrictions indicated; or (3) is unable to meet the physical requirements to be a Park Police Officer. The Park Police Periodic Physical Examination Report Form (Attachment/Exhibit A) shall further indicate that, prior to forming his or her medical opinion regarding the fitness of the officer, the primary care physician or other regularly treating physician (1) reviewed the job description

(C) When an officer's treating physician conducts an examination, both the physician and the officer shall complete the Park Police Periodic Physical Examination Report Form (Attachment/Exhibit A) where indicated, and the officer shall complete the Periodic Exam Medical History Form (Attachment/Exhibit B). A completed Park Police Periodic Physical Examination Report Form (Attachment/Exhibit A) shall be due to the Commission's Health and Benefits Office on, or within thirty (30) days prior to, the officer's anniversary date of hire. The Periodic Exam Medical History Form (Attachment/Exhibit B) shall be submitted by the officer and/or the officer's treating physician directly to the Commission's Medical Provider for review and record keeping. Within five (5) days of completion, the officer will email the Commission's Health and Benefits Manager to confirm the officer has submitted the Periodic Exam Medical History Form (Attachment/Exhibit B) to the Medical Provider. Officers who need additional time to complete this

requirement shall submit a request to the Park Police Chief no later than ten (10) days prior to the anniversary-date deadline, and one extension of up to sixty (60) days shall not be unreasonably denied by the Park Police Chief. Requests for extensions of greater than sixty (60) days shall be reviewed by both the Park Police Chief and the Corporate Human Resources Director. Officers who fail to complete and return the Park Police Periodic Physical Examination Report Form and the Periodic Exam Medical History Form to the appropriate parties cited herein shall be deemed unfit for duty and placed on light duty until such time that the officer's primary care physician or other regularly treating physician completes the Park Police Periodic Physical Examination Report Form and certifies that the officer has passed the Medical Examination.

(D) On or before July 1, 2021, the Commission shall issue a request for proposals for a new Medical Provider with the goal of using the same or similar provider as Montgomery County and the Commission shall use best efforts to complete the RFP process before the parties' FY 2023 reopener. The Commission shall seek the input of the FOP during the request for proposal process. The new medical provider will be utilized for all annual examinations beginning January 2023.

(E) The changes set forth above shall not alter the Commission's ability to coordinate other examinations of newly hired or of current officers consistent with the terms of the Collective Bargaining Agreement and those portions of the Merit System Rules and Regulations and Administrative Practices and Procedures incorporated into the Collective Bargaining Agreement pursuant to Section 4.1.

(F) In years where the physical is required to be conducted by the Commission's medical provider, (1) officers shall be required to undergo a chest x-ray if recommended by their physician; (2) officers over forty (40) years of age will have the option of obtaining a prostate blood analysis (PBA) as part of their physical examination. The Commission will cover any co-pay related to that test; and, (3) officers over forty (40) years of age will have the option of obtaining a mammogram as a part of their physical examination. The Commission will cover any co-pay related to that test.

11.3 Independent Medical Examination

The Officer's Medical Examination Form completed by the officer's primary care physician or other treating physician shall be reviewed by the Commission's Medical Provider to ensure it is complete and for follow up with the Officer's primary care physician or other treating physician on areas which require clarification. If an officer or the Commission disputes the result of an annual physical examination (the Commission shall be able to dispute the result of an examination conducted by the officer's primary care physician or other treating physician but not an examination conducted by the Commission's Medical Provider), the parties shall agree on a medical provider to conduct an Independent Medical Examination ("IME"). The IME shall determine whether a Functional Capacity Exam is required. The decision of the IME shall be binding. In addition, the IME shall identify the standard(s) the officer must satisfy to return to duty.

In the event the IME finds that the officer is unfit for duty, Section 9.6 of the Agreement shall govern the officer's placement in a light duty position. Placement in a light duty position shall not exceed six (6) months, unless management concludes, based on current medical information, that the officer

will be able to return to full duty in the near future. In no context will placement in a light duty position exceed nine (9) months.

11.4 Fitness For Duty Examination

If observations create a reasonable suspicion that an officer may not be fit for duty, the Commission may require an officer to undergo a fitness for duty exam, physical or mental, outside of the regular schedule. In the event the Commission requires an officer to undergo a fitness for duty exam outside the regular schedule, the officer will use the medical provider identified by the Commission.

11.5 Stress Tests

Stress tests are no longer a required element of an officer's physical exam except when deemed medically necessary by an officer's or the Commission's medical provider.

ARTICLE XII **OTHER BENEFITS**

12.1 Employee Assistance Program

Officers covered by this Agreement shall have access to any employee assistance program that is in effect for other Commission employees. Access to the program will be on the same terms and conditions as are applied to other Commission employees. If the MNCPPC creates an EAP for park police, that EAP shall apply to the bargaining unit members.

12.2 Tuition Assistance Program

Bargaining unit members shall remain eligible for tuition assistance in an amount equal to not more than Two Thousand, Two Hundred Dollars (\$2,200.00) per fiscal year. If the Commission increases this amount for other employees, the increased amount will be applicable to the park police as well. Applications for tuition assistance shall continue to be made on the MNCPPC's Application for Training Assistance Form. Determination with respect to eligibility for tuition assistance will remain governed by MNCPPC Practice 2-31.

12.3 Take-Home Vehicles

(A) All officers who have completed field training and live in either county will be allowed to utilize take-home vehicles to and from duty work, consistent with policies and directives. Officers who live outside the two counties will be provided take-home vehicles for duty work, consistent with policies and directives, so long as each officer leaves the vehicle at one of the predetermined locations inside the Montgomery or Prince George's County lines. The predetermined locations are to be designated by Park Police management. Park Police management shall take into consideration, but is not limited to considering, the safety of the vehicle, Park Police management's desire to designate location as close as possible to the residence of each officer, any requests for designations filed by individual officers, and the recommendations of any applicable committees. All officers who have completed field training will be provided take-home vehicles so long as they are available.

(B) Consistent with current practice, personal use of the vehicles, including commuting and minimal personal errands on the way between work and home, shall be permitted. Such personal use does not include either use in or commuting to secondary employment off Park property, unless prior approval has been obtained from Park Police management. Park Police management agrees that approval of use of the vehicle to commute to and from secondary employment off Park property shall not be unreasonably denied.

(C) Park Police officers shall be permitted to sit in their Department-issued vehicle while working part-time; however, officers shall not be permitted to patrol during secondary employment in their Department-issued vehicle. Consistent with the Division directives currently in effect, when an officer is on leave, disability, light duty or out of the bi-county area for fourteen (14) continuous calendar days or more, the Division may require the officer to leave his/her vehicle at a specific location or make it available for use by other officers.

(D)

(1) Special Operations Officers (Montgomery Division), Mounted Officers (Prince George's Division), and any other officers deemed necessary by the Police Chief who reside in the State of Maryland and within 15 air miles of the Montgomery or Prince George's County border will be permitted "to and from" usage of their assigned vehicles to their domicile.

(2) The change will be effective upon the termination of the final Covid-19 MOU between the Commission and FOP.

(3) The Park Police Chiefs retain the discretion to withdraw an officer's take home vehicle privileges should an officer violate the "to-and-from" usage standard set forth in Section 12.3(D)(1) above, or raise concerns of safety with respect to operation of any Commission vehicle.

(4) When an officer, who is otherwise not permitted to take their vehicle outside the two Counties, is instructed by Management to report to work to address an unscheduled, rapid response event, the officer may be reimbursed for up to 30 miles of roundtrip travel between their residence and the location where they dropped off their Commission vehicle. The rate paid per mile shall follow the existing Commission mileage reimbursement rate in effect at the time of the event. Mileage shall not be paid for any travel associated with secondary employment with the M-NCPPC or for any event/function for which the officer received prior notice of the need to return.

(5) The "to and from" usage outside the Counties shall not apply to officers who are on probation during the period described in Section 12.3(D)(1). Probationary officers who successfully complete their probationary period will thereafter be permitted the "to and from" usage described in Section 12.3(D)(1). For purposes of this section, probation is defined as the period mandated for new hires who are graduates under the Maryland Police and Correctional Training Commission standards. Such officers shall be permitted take home vehicle privileges within Prince George's County and Montgomery County, pursuant to existing standards.

12.4 Life Insurance

All officers who currently are enrolled in the Commission's life insurance program shall be allowed to maintain their enrollment.

12.5 Law Enforcement Officer's Safety Act (LEOSA)

Management shall provide officers who retire during the term of this Agreement the opportunity to qualify with their own firearms, on the Commission range, as is allowed under federal law. Officers who retire during the term of this Agreement shall not be unnecessarily denied the opportunity to qualify. Range dates will be offered once each calendar year and a nominal fee may be required from the officers to cover the cost of ammunition and targets.

ARTICLE XIII
PROMOTIONS

13.1 Promotions

(A) The testing procedure for sergeant shall be given every eighteen (18) months beginning with the test scheduled in 1991.

(B) The procedure for promotion to sergeant shall consist of a written test and an assessment center.

(C) The written test shall be administered as the first phase of the promotional process. A minimum passing score on the written test of sixty percent (60%) will be necessary for the candidate to continue in the process.

(D) The FOP and the Commission must agree on the various components of the assessment center and the weight given to each component.

(E) The assessors involved in the assessment center shall not be officers from the MNCPPC, but shall be from other area police agencies and shall hold at least the same rank as that for which the candidates are being tested. The assessors involved in the assessment center can include non-police officers, provided that non-police officers never constitute more than one-half (1/2) of the assessors in any component or exercise of the assessment center.

(F) The written test shall constitute fifty percent (50%) of the total promotional score. The assessment center shall constitute fifty percent (50%) of the total promotional score.

(G) A cumulative overall promotional score of at least sixty percent (60%) shall be required for a candidate to be placed on the eligibility list.

(H) The FOP will discuss the possibility of including performance evaluations in the promotional system after ratification of this Agreement.

(I) Updated proficiency shall be developed and consolidated into one or two comprehensive tests for each rank. Once developed, these tests will be offered every three (3) months on a schedule set by the personnel office.

(J) Effective February 12, 2006, the promotional increment to the rank of Sergeant shall increase to ten percent (10.0%). Effective February 1, 2008, if upon promotion to the rank of sergeant an officer's salary falls between steps (which include ASI steps), then the officer shall be moved up to the next step. All other promotional increments shall remain at five percent (5.0%).

(K) The required time-in-grade for promotions from P-2 to P-3 shall be thirty-six (36) months. The required time-in-grade for promotions from P-3 to P-4 shall be eighteen (18) months. The required time-in-grade as a P-4 before an officer is eligible to sit for the Sergeants examination shall be twenty-four (24) months. In calculating the thirty-six (36) month time-in-grade period from P-2 to P-3, the Commission shall include time spent by the officer in the academy. The required time-in-grade for promotion from Sergeant to Lieutenant shall be eighteen (18) months. Officer-in-Charge (OIC) time will not be counted toward the time-in-grade requirement for promotion from Sergeant to Lieutenant.

(L) Officers promoted to the P-03 and P-04 rank shall:

(1) have their promotion date determined by the actual date of attaining the required time in grade, so long as all other requirements for promotion have already been met; and,

(2) receive the pay adjustment on the actual date of attaining the required time in grade, so long as all other requirements for promotion were met more than ninety (90) days prior to completing the required time in grade.

(3) No later than ninety (90) calendar days prior to promotion, officers shall be required to submit a certification confirming the dates when they completed or will complete the requirements for promotion.

(4) Should an officer complete the other requirements for promotion ninety (90) or fewer days prior to completing the required time in grade, then the officer's pay adjustment shall be effective the first day of the first full pay period following the satisfaction of all promotion requirements and completion by the officer of a certification confirming the dates when he/she completed or will complete the requirements for promotion. The officer's promotion date shall be determined by the actual date of attaining the required time in grade, so long as all other requirements for promotion have already been met.

(5) The FOP understands that increasing any future officer's compensation in the middle of a pay period will increase his/her retirement contribution as well as his/her premiums for LTD, life insurance, and ADD benefits (hereinafter referred to as the "Benefit Contributions"). Specifically, deductions for the Benefit Contributions shall be at the higher rate of pay for the full pay period in which the wage adjustment is made. Given the de minimis amount of money involved, the FOP waives any claims by it or any officers seeking reimbursement of that portion of the increases in the

Benefit Contributions associated with the days in the pay period preceding the actual day that the wage increase takes effect.

(M) Officers covered by this Agreement who elect to take any promotional exam or proficiency test while on duty shall not be required to take leave for the time required for such exam or test. Officers who are off-duty shall not be compensated for the time required for such exam or test.

(N) When the Commission intends to fill a sergeant vacancy, it will notify all existing sergeants of that vacancy no less than seven (7) calendar days prior to filling the vacancy. The Commission will make reasonable efforts to notify eligible officers of the vacancy if these officers are on leave during the seven (7) day notice period. If the selected officer on the Sergeant's promotional list cannot be promoted because of a pending disciplinary complaint against the officer, and if the pending disciplinary investigation is anticipated to last for more than sixty (60) days, the Commission shall designate the next highest officer on the list to serve in an acting capacity until the resolution of the investigation of the complaint filed against the selected officer. Placement and continuation in an acting capacity shall be subject to both fiscal and operational constraints.

(O) Effective February 1, 2014, all officers promoted to the rank of sergeant shall undergo a nine (9) month probationary period. Upon the completion of this period, Management shall evaluate the sergeant to determine if the officer should be promoted permanently to the rank of sergeant or returned to the rank of P-4. Supervisory training will be provided to all officers before the end of the nine (9) month probationary period.

Counselings during the probationary period shall be in writing. When a deficiency is found, the probation will be extended for a period of not longer than three (3) months from the date the deficiency is noted to allow the officer an opportunity to correct the deficiency. A decision to extend the probationary period is not subject to the grievance/arbitration procedure under Article IV. During this extension period, the officer will receive rehabilitative training.

On completion of the extended probationary period, any demotion must be justified in writing. A demotion is grievable. Effective July 1, 2006, the standard of review for both the Chiefs Committee and any arbitrator shall be whether the demotion was arbitrary or capricious.

(P) Officers offered the opportunity to fill an existing sergeant's vacancy will have four (4) calendar days in which to provide management with a response as to whether they accept the promotion.

(Q) All officers who otherwise become eligible for promotion to P-4 on or after July 1, 2023 will be required to have either earned twenty-one (21) credits, from an accredited college, prior to being promoted or to be enrolled in classes on the execution date of this Agreement necessary to obtain the twenty-one (21) by the end of the next academic semester. In the latter case, promotion will occur after the officer has earned the twenty-one (21) credits. Effective July 1, 2024, the required credit level shall increase from twenty-one (21) to twenty-seven (27) credits.

All officers who otherwise are eligible to test for promotion to sergeant after February 1, 2021 will, in order to sit for the promotional examination, be required to have either earned twenty-four (24) credits, from an accredited college, or to be enrolled in classes on the execution date of this Agreement necessary to obtain the twenty-four (24) credits by the end of the academic year. In the later case, promotion will occur after the officer has earned the twenty-four (24) credits. Effective December 31, 2022, the required credit level shall increase from twenty-four (24) to thirty (30) credits.

All officers who are otherwise eligible to test for promotion to lieutenant after February 1, 2021 will be required to have earned thirty-three (33) credits, from an accredited college, in order to sit for the examination. Effective December 31, 2022, the required credit level shall increase from thirty-three to thirty-nine (39) credits.

(R)

(1) In making the selection of sergeants from the eligibility list, Management shall apply the rule of one. Notwithstanding the previous sentence, in making the selection of sergeants from the eligibility list, the Division Chief making the promotion shall be permitted to not promote the next officer on the eligibility list to sergeant if the officer has received (i) a sustained Category C violation involving unauthorized/careless use/handling/display of a weapon or any two (2) other sustained Category C violations stemming from two (2) or more separate incidents in the one (1) year period prior to the promotion date; (ii) a sustained Category D Violation in the two (2) years prior to the promotion date, or (iii) a sustained Category E Violation in the three (3) years prior to the promotion date, as defined by the Statewide Police Disciplinary Matrix. Management's determination to not promote an officer pursuant to this Section shall be grievable, but the decision shall only be reversed if the decision to pass over the officer is proven to have been arbitrary and capricious.

(2) In making the selection of lieutenants from the eligibility list, Management shall be permitted to apply the rule of five.

(S) A copy of the promotional list will be issued to the FOP by the HR Department on the same workday that it is received from the vendor. The copy of the list that is issued to the FOP shall be the e-mail from the vendor showing the rankings of the officers without any scores.

(T) The FOP and Commission will make a joint effort to ensure that the books and other written materials needed to study for promotional examinations will be accessible to officers at the earliest possible time prior to the examination, including but not limited to coordinating book purchases with private publishers and providing early copying of other study documents. Although the FOP may file a grievance if the Commission does not make adequate, joint efforts in this regard, no individual grievances asserting that the Commission has not made adequate, joint efforts shall be filed or considered. Any grievance filed by the FOP on this issue must be submitted in writing no later than four (4) weeks prior to the promotional examination.

ARTICLE XIV
WORKING CONDITIONS

14.1 Work Schedules

(A) As stated in Section 5.2, all hours worked in excess of forty (40) per week shall be compensated at the rate of one and one-half times the officer's regular rate of pay.

(B) Schedules shall be posted at least twenty-one (21) days in advance. The scheduled workday shall be no less than eight (8) hours long. If an officer is scheduled for less than eight (8) hours, she/he shall receive appropriate compensation for having worked eight (8) hours. There shall be a minimum of eight (8) hours between the scheduled time an officer's shift ends and the scheduled time when the officer is to return to work. Any hours worked during this minimum period shall be paid at the rate of one and one-half times the officer's regular rate of pay unless a higher rate is otherwise provided by this Agreement (that is, holiday pay or emergency conditions pay).

(C) If a change in schedule or a transfer to another shift requires an officer covered by this Agreement to work on a day that the officer was scheduled to be off-duty or on leave, the Commission must provide seventy-two (72) hours advance notice, except in emergency situations. If notice is not provided, the officer will be required to work as assigned, but will be on overtime for the day or days originally scheduled to be off-duty or on leave.

(D) If, on less than twenty-one (21) calendar days' notice, the Commission changes the scheduled day off of a Patrol officer covered by this Agreement two (2) times in any one calendar month, the officer shall be paid at the rate of one and one-half times the officer's regular rate of pay for any additional scheduled days off that the officer is required to work in that same calendar month.

(E) If the Commission changes a Patrol officer's schedule less than twenty-one (21) calendar days prior to the effective date of the change, the Commission may do so without penalty (assuming the change is consistent with paragraphs (B), (C), and (D) above) provided the officer is not required to report for work more than four (4) hours before or after his/her previously scheduled starting time. If the officer's scheduled starting time is changed by more than four (4) hours, the officer shall receive pay at the rate of one and one-half times the officer's regular rate of pay for only the hour(s) worked outside the four (4) hour window period before or after his/her previously scheduled shift. A change in the day or days an officer is scheduled to work shall not be considered a change of more than four hours but shall be governed by paragraphs (C) and (D) above.

(F) If, on less than twenty-one (21) calendar days' notice, the Commission changes the scheduled working hours of any officer covered by this Agreement (with the exception of the Tactical or SET teams, Special Operations, Special Services Section and Internal Affairs, and detectives or investigators) more than three (3) times in any one calendar month, the officer shall be paid at the rate of one and one-half times the officer's regular rate of pay for only those hours that the officer works outside her/his previously scheduled work day. A change in the day or days an officer is scheduled to work shall not be considered a change of the officer's scheduled working hours but shall be governed by paragraphs (C) and (D) above.

(G) When an officer has been placed on light duty or an emergency suspension for any period of time, or when an officer has been out for more than thirty (30) continuous calendar days on medical leave, administrative leave, or other modified duty status, the following shall apply:

- (1) His or her prior work schedule is deemed void;
- (2) The officer is exempt from the twenty-one (21) day schedule change notice provisions when they are placed into or taken out of the modified duty status or the emergency suspension;
- (3) Management will, upon return, determine the appropriate assignment;
- (4) The return to a different schedule will not be considered a change or transfer for the purposes of 14.1(C) – (F); and
- (5) For purposes of light duty, this provision does not modify Section 9.6(E) and an individual cleared for full duty by the Commission’s doctor will be returned to his or her prior position if feasible.

14.2 Meal Period

Officers covered by this Agreement shall be provided with a thirty (30) minute meal period during their normal tour of duty. Officers on a meal period shall be subject to call.

14.3 Training

(A) All opportunities for training programs/schools will be posted. Individual officers who wish to apply for the program/school shall submit a written request to their operations or section commander, who shall make the determination on who will attend. The Commission shall post a monthly training report listing the school(s) that were advertised and the officer(s) who were selected for each school. A copy of this monthly report will be sent to the FOP when posted.

(B) Park Police Officers agree to undertake and complete training on equipment used in the performance of essential functions of their position and to become and remain proficient in the use of any new or improved equipment or technology.

(C) Individual officers and representatives of the MNCPPC may agree to schedule changes upon less than twenty-one (21) days’ notice if, but only if, (1) the change is for purposes of providing the officer with non-MNCPPC conducted training and (2) the FOP President receives written notice of each such scheduling change from the MNCPPC representative within forty-eight (48) hours of the scheduling change or, if not practicable, no later than the commencement of the training.

(D) Unless otherwise limited by this Agreement, Management retains the authority to assign individual Park Police Officers to police assignments for which they have successfully passed the required training programs.

14.4 Secondary Employment

(A) Secondary Employment On Park Property.

When the MNCPPC determines that security services are required at an MNCPPC facility that is rented by an organization or individual other than the Commission, only park police shall be authorized to be hired by the renter if officers are available to perform the work. Management shall seek volunteers to fill the required number of officers as is determined by management. Preference shall not be granted to volunteers due to location of event. Payment to the officer by the renter shall be at the rate of fifty dollars (\$50.00) per hour, except on holidays when it shall be sixty dollars (\$60.00) per hour. These rates shall not apply to any agreements with renters that were executed prior to the execution date of this Collective Bargaining Agreement. All prior rental agreements shall continue to utilize the rates negotiated at the time the agreement was executed (\$40.00 per hour or \$50.00 on a holiday). Payment shall be made directly to the officer. The officer shall be covered under workmen's compensation as provided by the Annotated Code of Maryland and the disability benefit programs set forth in this Agreement. Management retains supervision with respect to any and all officers working secondary employment on Commission property.

(B) Secondary Employment Off Park Property

All officers covered by this Agreement are required to provide their Division Chief or his/her designee with notice of secondary employment that is not on Commission property. When the secondary employment is security related, officers are required to obtain authorization from their Division Chief or his/her designee prior to the start of such employment.

(1) Notice/Authorization Procedures

All notices or requests for authorization of secondary employment not on Commission property must be submitted three (3) days in advance of the start of such employment. If three (3) days advance notice cannot reasonably be provided and the employment is not security related, then the officer will provide as much notice as can reasonably be provided. At the time the officer provides notice, he or she shall provide the following information:

(a) The name, address and telephone number of the employer for whom the officer will work during off-duty hours.

(b) The hours and days to be worked.

(c) A description of the duties involved.

The officer will notify his or her Division Chief within three (3) days of any material change in the employment information previously provided.

(2) When the secondary employment involves security related services off of park property ("security related services" is defined to include any off-duty employment in which the officer is required to engage in the protection of persons or property, regardless of whether such

protection requires that the officer carry a weapon), the Division Chief shall authorize the secondary employment so long as it is in compliance with the General Provisions of this Agreement, Division Directives, and does not pose a conflict of interest for the Commission or a conflict with the officer's duties for the Commission.

(a) When the secondary employment involves security related services off of park property, officers shall submit a written request for approval directly to the Division Chief or his/her designee. Officers shall be permitted to walk a request through when time is limited; however, Management does not guarantee that such requests will receive approval within any set time frame. If approval is not provided within seventy-two (72) hours of the submission of the request, then approval shall be deemed to have been given for that particular request. Notwithstanding a delay beyond seventy-two (72) hours, Management retains the right to review the request for approval and order the officer to cease from working any secondary employment when it is not in compliance with the General Provisions of this Agreement, the Division Directives in effect on the date this agreement is executed (or those revised due to changes in the Collective Bargaining Agreement), or poses a conflict of interest for the Commission or a conflict with the officer's duties for the Commission.

(b) When the secondary employment off of park property is not security related, the Division Chief shall review the information to ensure compliance with the General Provisions of this Agreement and Division Directives. When the secondary employment involves twenty (20) hours or more each week, the Division Chief shall review the information to ensure that the secondary employment does not compromise the officer's ability to effectively perform his or her duties for the Commission.

C. General Provisions.

(1) All employees who desire secondary employment must comply with the procedures and provisions established in this Article. Except in accordance with this agreement, employees will not engage in any employment outside the department without the required notice or approval.

(2) The primary duty, obligation, and responsibility of every employee is to the Park Police. Employees who are directed to work overtime, or are directed to report to work on their days off, will do so regardless of the fact that outside employment is approved. Outside security related services, off of park property, which has been initiated by the officer and approved through the current review process, shall not exceed twenty (20) hours per workweek.

(3) Officers shall not engage in any outside employment which will adversely affect their ability to perform their duties.

(4) Officers shall not engage in any outside employment which presents an unacceptable risk of disabling injury that would limit an employee's return to regular duty. "Unacceptable risk" means any risk that is greater than that required of a police officer generally.

(5) Officers placed on sick leave, disability leave, Workers' Compensation, or FMLA leave due to their own serious health condition may not engage in secondary employment

while in such a leave status. Officers placed on FMLA leave to care for a child, parent, or spouse; parental leave; administrative leave; or professional improvement leave may not engage in secondary employment during their normal work schedule hours.

(6) Officers will not use any police equipment or exercise any police authority while engaged in any secondary employment while their police powers are suspended.

(7) Officers will not engage in secondary employment in any capacity for any business that sells, dispenses or handles alcoholic beverages with the following exceptions: An officer may work for a store, restaurant, motel, hotel, country club or similar establishment as a security person, desk clerk, or similar capacity, provided no part of the officer's specific duties are related to or involve the bar area where alcoholic beverages are sold or dispensed, the employment does not require "bouncer" duties and the sale, dispensing or handling of alcoholic beverages is not the primary business of the establishment. This prohibition shall not preclude an officer from working as a performer or entertainer at an establishment that provides live entertainment in or adjacent to a bar.

(8) No officer shall engage in business with the Commission without first revealing his/her employment status with the Commission.

(9) Except as provided in this article, officers may not be employed by or have any ownership interest in any business subject to the authority of or doing business with the Commission.

(10) Officers may not use confidential information gained in Commission employment for outside financial gain or for any purpose other than use in Commission employment.

(11) Officers, while on duty, may not accept or solicit referrals for their secondary employment.

(12) Officers will not distract or coerce other Commission employees during their scheduled work hours to buy or use products or services sold or offered as part of their secondary employment.

(13) Officers are prohibited from working for any person(s) or any entity owned (at least 5% ownership) by a person, or persons, they supervise, or who supervises them as part of their Commission employment.

(14) When the officer determines that an offense report should be initiated, the officer will call the appropriate police jurisdiction to take the report and initiate an investigation. This policy is not intended to prohibit an employee witnessing the commission of a crime from taking immediate and appropriate police action. However, once the situation is under control, the officer will call on-duty County or Park Police.

(15) Security related secondary employment shall be limited to duties customarily associated with those performed by a watchman or guard, and will not include duties customarily associated with a private investigator.

(16) No follow-up investigations of previously reported offenses will be handled by off-duty officers; all information coming to their attention relating to such incidents will be reported to investigating police.

(17) While on duty with the department, the officer will show no preferential coverage to the place of the employee's secondary employment, nor while employed there off-duty will he/she encourage visitation by on-duty employees.

(18) Officers working security-related secondary employment must ensure that the Commission shall not be obligated to compensate officers appearing in court on their day off or during a non-regularly scheduled working hours for civil incidents arising from off-duty employment activity.

(19) Officers working security-related secondary employment must either:

(1) provide proof that they are covered by a comprehensive policy in a minimum amount of \$ 500,000, per incident, which shall be maintained for the term of the secondary employment and which shall cover officers against any and all claims and/or liabilities resulting from such employment, if such employment lasts for more than one (1) week or occurs more than four (4) times during any six (6) month period, or

(2) provide confirmation from their secondary employer that the secondary employer agrees to maintain a comprehensive general public liability insurance policy in a minimum amount of \$ 500,000, which will cover the employee against any and all claims and/or liability resulting from such employment, except in those instances where the officer provides non-regular, occasional, or sporadic security-related services for a private individual.

If both (1) and (2) are applicable to an officer, the officer's satisfaction of either (1) or (2) shall be sufficient to comply with this provision. If neither (1) nor (2) are applicable, then the officer is not required to obtain a comprehensive general public liability insurance policy. Officers must provide proof of any change in insurance.

Officers working security-related secondary employment shall also obtain from their secondary employers a completed agreement confirming that (1) the employer shall provide workers' compensation coverage if required by law and (2) the Commission will be held harmless from any and all claims or liability including, without limitation, attorney's fees and costs, resulting from officers acting within the scope of their secondary-employment duties.

(20) Officers working security-related secondary employment must ensure that the secondary employer initiates all formal charges for trespassing rather than the officer initiating the charge. A police decision involving whether an arrest should be made shall not be influenced by a secondary employer.

(21) The FOP and Commission agree that officers working off-duty secondary employment, when acting within the scope of that employment, are not acting as Commission employees and are not entitled to coverage under the Commission's workers' compensation plan. It

is further agreed that the maintenance of social security coverage, workers' compensation coverage and general liability insurance coverage for such work is not the responsibility of MNCPPC.

(22) All Commission-sponsored overtime shall be advertised at the same time in both divisions and preference shall not be granted to volunteers due to location of event.

D. Equipment Utilization. With the exception of wearing the duty belt, bulletproof vests, utilizing portable radios, commuting to and from secondary employment, and sitting in their Department-issued vehicle while working part-time in accordance with Section 12.3, no officer will wear the Park Police uniform or use Commission equipment for any secondary employment off of MNCPPC property. Use of such equipment will only occur when the officer has received proper certification for the use of the equipment and has been issued such equipment. Officers will be required to replace any equipment that is either exhausted or damaged during secondary employment.

E. In Article XII, Section 12.3 (B) of the Agreement, the parties agreed that Park Police management shall not unreasonably deny approval for use of an officer's take-home vehicle to commute to and from secondary employment off Park property. Absent unusual circumstances not known to or discussed by the parties during bargaining, commuting in a take-home vehicle to and from secondary employment at retail establishments such as Toys R Us, McDonald's, The Golden Bull, Giant, Safeway, and similar retail establishments would be approved by Park Police management. Commuting in a take-home vehicle to and from secondary employment at liquor establishments would not be approved. The term "liquor establishments" does not include restaurants that sell liquor to customers. Consistent with Section 12.3 (B) of the Agreement, all officers must seek and obtain prior approval from management before utilizing a vehicle for commuting to secondary employment.

14.5 Assignment of Voluntary Overtime and Secondary Employment on Park Property

(A) Except in emergency situations, (e.g., when Management learns of a voluntary overtime assignment or secondary employment opportunity less than twenty-four (24) hours before that assignment is to be worked), Management shall solicit volunteers for voluntary overtime and secondary employment on park property for a period of at least twenty-four (24) hours after first soliciting volunteers for the assignment in question. Management shall use best efforts to distribute voluntary overtime and secondary employment opportunities equitably among the officers who volunteer for such positions.

(B) For all overtime assignment or secondary employment opportunities, the announcement of who was selected to work the assignment will also include the names of those officers who volunteered to work the assignment. Emergency situations, where officers are seeking a replacement officer to work an assignment they were selected for, but are no longer able to work, will be excluded from this provision.

14.6 Global Positioning Systems (GPS)

The GPS system will not be used for the routine surveillance of officers. Location information obtained during the routine use of the system can be used in a disciplinary investigation; however, discipline shall not be based exclusively upon a GPS report that an officer was not in his or her assigned area. During the term of this Agreement, the FOP and Commission Management shall meet to review any issues related to perceived inaccuracies in the system's tracking of officers.

The Commission shall also use GPS system data to provide information to bodies such as the County Councils, the County Executives, or the Commission. A copy of any such information provided under this paragraph shall be provided to the FOP within five days of dissemination. Such information shall not be used as the initial complaint in a disciplinary investigation.

14.7 Job Specifications

The Commission shall make no changes in job specifications affecting terms and conditions of employment without first bargaining with the FOP over those changes.

14.8 Vacant Positions

All vacant non-traditional patrol positions shall be advertised in both Divisions. Management shall not be required to interview more than three (3) officers per vacant position. All temporary duty (TDY) appointments to non-traditional patrol assignments will not last longer than one (1) year before advertisement and interview, as described above, will take place.

14.9 Drug/Alcohol Testing

Park Police Officers are required to report to work and perform their job assignments free from the influence of alcohol or illegal drugs. Officers are absolutely and expressly prohibited from manufacturing, distributing, selling, possessing, or using illegal drugs, or from manufacturing, distributing, selling, possessing, or using alcohol while on Commission property in an on-duty status or in uniform. To further insure the safety, health, morale, and public image of the M-NCPPC and its employees, officers shall be subject to testing for drug and alcohol use and abuse. For purposes of drug testing, the Commission shall utilize the same seven (7) panel test required by the Maryland Police Training Commission as of the effective date of this Agreement. Testing for drug and alcohol use and abuse shall occur in the following circumstances:

(A) Reasonable Suspicion

Officers are subject to controlled substance/alcohol testing whenever there is reason to suspect that the Commission's policy against manufacturing, distributing, selling, possessing, or using alcohol or illegal drugs on Commission premises has been violated. This reasonable suspicion shall be based on the direct observation of unsafe work behaviors including, but not limited to:

(1) Discovery or presence of illegal controlled substances or alcohol in the Park Police Officer's possession while in the workplace on duty;

- (2) Physical signs and symptoms including a combination of reddened eyes, or dilated pupils, slurred speech and the odor of alcohol or controlled substance;
- (3) Increased accidents and injuries, careless handling of equipment or machinery, disregard for safety of others, and taking needless risks;
- (4) Excessive, unexcused tardiness or absenteeism;
- (5) Significant change in personality including repeated abusive behavior, insolence, or insubordination.

Whenever reasonable, two supervisors should observe or review information regarding the officer before directing the officer to participate in controlled substance/alcohol tests. All testing for reasonable suspicion must be conducted as soon as possible and no later than eight (8) hours from the time of the observed incident or assessment. The supervisor or his/her designee should accompany the officer to the test site.

(B) Post-Accident

Testing shall be required whenever any officer has been involved in any motor vehicle accident which resulted in damage to Commission property, damage to the property of third-persons, or personal injury; however, accidents resulting in damage to Commission and/or third-party property shall not require testing when (a) there is no personal injury and a lieutenant, captain, or commander confirms that the officer could not have prevented the accident, (b) there is a minor at fault collision but no personal injury and a lieutenant, captain, or commander concludes that there is no reasonable suspicion of impairment, (c) the accident involves a deer strike, or (d) the accident involves a Commission vehicle that has been struck while either parked or while sitting at a full or complete stop. Following any accident involving a Commission vehicle or other Commission equipment, testing will only be required of the Officer operating the Commission vehicle or equipment.

(C) Return-to-Work

Any officer who receives a confirmed positive for controlled substance/alcohol or who has been disciplined for manufacturing, distributing, selling, using or bringing controlled substances and/or alcohol in the workplace or on other Commission property will be required to participate in an unannounced, return-to-duty test for controlled substance/alcohol. Return-to-duty testing will be administered as follows:

- (1) The officer will be notified of the date, time, and place of the test immediately before the required return-to-duty testing.
- (2) The return-to-duty test will be scheduled following the officer's successful completion of any employee assistance service-recommended treatment program. If the officer fails

to comply with the recommendations of the employee assistance service the officer will be subject to immediate return-to-duty testing.

(3) Officers must receive a negative test result before being permitted to return to full duty status. Should the officer show a positive result on the return-to-duty test, disciplinary action (up to and including termination) may be initiated. During the period following a positive test, officers will not be authorized to utilize administrative leave. Officers who test positive cannot return to full duty and may be subject to automatic retesting within the next thirty (30) day period. A positive result on a second return-to-duty test will result in termination of employment.

(D) Follow-Up Testing

If an officer is allowed to return to his or her position following a determination by a substance abuse professional that the officer is in need of assistance in resolving problems associated with alcohol misuse or drug abuse, the officer will be subject to periodic random drug and/or alcohol tests for a period of not less than twelve (12) months and no greater than sixty (60) months.

(1) Alcohol Tests - An officer will be subject to no less than six (6) alcohol tests if the officer violated the alcohol prohibitions, refused to be tested, or had an alcohol concentration of 0.04 or greater. Such testing will be unannounced and spread reasonably over the twelve (12) month period. If recommended by the substance abuse professional, testing will continue for an additional period up to forty eight (48) months and drug tests will also be conducted.

(2) Drug Tests - The officer will be subject to no less than six (6) drug tests if the officer violated the drug prohibition, refused to be tested, or had a confirmed positive drug test result. Such testing will be unannounced and spread reasonably over the twelve (12) month period. If recommended by the substance abuse professional, testing will continue for an additional period up to forty eight (48) months and alcohol tests will also be conducted.

(E) Random Testing

Because Park Police Officers are considered to be in a safety-sensitive position, the M-NCPPC shall conduct random drug and alcohol testing of all officers. Each officer will have an equal chance of selection for testing, and will remain in the pool subject to testing even after being tested. No officer may be required to submit to a random drug test more than two (2) times during any calendar year. Officers will be selected for testing by the use of a scientifically valid method such as a computer-based random number generator matched with officer social security numbers. Random tests will be unannounced and will be spread over the entire calendar year. The number of random tests performed in a calendar year will not exceed the equivalent of twenty-five percent (25%) of the bargaining unit.

Officers selected for random tests must proceed to the test site immediately after being notified of their selection. If the officer is performing a safety-sensitive function at the time of notification, the supervisor will make arrangements to relieve the officer as soon as possible. If an officer selected for random testing is on leave at the time of selection, the name of another officer must be selected for testing. If an officer's name is removed from the pool and remains unavailable for a selection for

random testing for a period in excess of thirty (30) calendar days, the officer will be subject to testing upon return to duty.

Park Police Officers who refuse to timely submit to a reasonable suspicion, post-accident, return-to-work, follow-up, or random drug/alcohol test shall be immediately suspended without pay pending the conclusion of a review. When the review reflects that the officer lacked good cause to refuse the test, the officer shall be subject to the appropriate level of discipline up to and including termination.

(F) The Commission agrees to hold harmless and indemnify the FOP for any liability arising out of any challenge to this drug testing program. The Commission further agrees to hold harmless and indemnify the FOP for any legal expenses arising out of any challenge to this drug testing program except in the following cases:

- (1) Any court or administrative challenge brought by or on behalf of the FOP; and
- (2) Any challenge brought pursuant to section 4.2 of this Agreement.

For exception 2, if the challenge proceeds to arbitration, the arbitrator shall decide based on the outcome of the grievance whether the Commission should indemnify the FOP for its legal expenses.

(G) Those officers who will be subject to the drug testing program will be tested pursuant to the procedures set forth in the August 1990 Divisional Directive entitled "Drug Testing for Park Police Officers." The parties further agree that the Divisional Directive will be amended to ensure that all officers have the opportunity to report passive inhalation or incidental contact with illegal drugs prior to testing for such substances.

14.10 Civil Litigation

To the extent required by the Local Government Tort Claims Act (LGTCAs), Sections 5-301 through 5-304 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, the Commission "shall be liable for any judgment against its employee for damages resulting from tortious acts or omissions committed by the employee within the scope of employment with the" Commission. This section is not intended to expand, reduce, or change any rights provided by the LGTCAs as it now exists or as it may be amended in the future.

14.11 Personal Property

Officers retain the right to bring personal property into their workstations in the workplace, whether the workstation is an office or a vehicle. Management retains the right to require an officer to remove any item of personal property when it determines that the presence of the item violates any existing Commission Merit Rules, Practices or Procedures, creates a workplace safety concern, or is interfering with the normal operation of Commission business.

Officers retain full responsibility for all personal property brought into the workplace. The Commission shall not be responsible for the theft, damage or destruction of any personal property brought into the workplace. This provision shall not apply to any personal property brought into the workplace at the request of Management.

14.12 Damage Reimbursement

When an officer, through his or her gross negligence, or intentional misconduct, loses or damages a Commission vehicle in the course of their employment, the officer shall be required to reimburse the Commission its actual cost of repair up to \$1,000.00 through either direct payments or payroll deductions of \$200.00 per pay period. Similarly, when an officer is involved in a second accident caused by his/her gross negligence or intentional misconduct within a three-year period and loses or damages a Commission vehicle in the course of that accident, the officer shall be required to reimburse the Commission its actual cost of repair up to \$ 2,000.00 through either direct payments or payroll deduction of \$200.00 per pay period.

When an officer is involved in a second accident caused by his/her negligence within a three-year period and loses or damages a Commission vehicle in the course of that accident, the officer shall be required to reimburse the Commission its actual cost of repair up to \$ 500.00 through either direct payments or payroll deduction of \$100.00 per pay period. All other issues related to reimbursement of the Commission for the loss or damage of Commission property shall be addressed through the Merit Rules and Regulations. This damage reimbursement shall not be interpreted as discipline.

14.13 Performance Evaluations

Effective January 1, 2010, the Commission's existing 3-tiered rating system shall become applicable to all officers covered by the Collective Bargaining Agreement (subject to training for evaluators and standardized guidelines for scoring).

14.14 Officer Vests

All officers working in a Patrol capacity will be required to wear their soft body armor panels when on duty.

ARTICLE XV **GENERAL PROVISIONS**

15.1 Nondiscrimination

The MNCPPC and the FOP agree that neither party will discriminate against any officer covered by this Agreement on the grounds of race, color, religion, sex, age, national origin, marital status, gender identity, genetic information or refusal to submit to a genetic test, sexual orientation, political or FOP affiliation, or physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of duties.

15.2 No Smoking Policy

Consistent with Maryland law, the smoking of lighted tobacco products is prohibited on all Commission property. In addition, the use of other tobacco products and e-cigarettes is prohibited in all 1) Commission buildings, 2) space leased or rented by the Commission, and 3) in any Commission property where the public is prohibited from these actions. No officers shall be permitted to smoke, use e-cigarettes, or use any other tobacco products while utilizing any Commission vehicle or equipment. This prohibition applies irrespective of whether there is any other person in the vehicle. The first violation of these no-smoking policies in any two-year period will result in an oral warning from the officer's supervisor; the second violation will result in a written warning; and a third violation in any two-year period may adversely affect the officer's performance evaluation or result in discipline.

Upon request, park police management will review the feasibility of creating designated smoking areas within existing facilities. Any consideration of the feasibility of designated smoking areas will be done consistent with the provisions found within the Maryland Division of Labor and Industry's regulations regarding smoking within an enclosed workplace.

15.3 No-Strike Clause

Neither the FOP nor any officer covered by this Agreement may engage in a strike. A strike shall include, but not be restricted to, a refusal, in concerted action with others, to report for duty, a willful absence from a duty position, a stoppage of work, or an abstinence in whole or in part from the proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the wages, hours, or other terms and conditions of employment.

If a strike occurs, a court of competent jurisdiction, upon request of the MNCPPC, may enjoin the strike. If an officer or group of officers engages in a strike, the MNCPPC shall notify the FOP and the FOP shall, upon receipt of the notice, immediately and publicly disavow the strike and request the officer(s) to return to work.

An officer may not receive pay or compensation from the MNCPPC for any period during which the officer is engaged in a strike. An officer may be disciplined for engaging in a strike. If the FOP engages in a strike, its certification as exclusive representative may be revoked by the State Commissioner of Labor and Industry. If the certification is revoked, the FOP shall be ineligible to be certified as an exclusive representative for a period of one (1) year following the end of the strike.

The MNCPPC agrees that there shall be no lockouts.

15.4 Copies of Contract

The Commission shall provide one (1) copy of this Agreement to each officer covered by the Agreement and three (3) copies to the FOP. The Commission will also provide one (1) copy to each new officer hired after the initial distribution. Any additional copies of the contract will be purchased as necessary by the Commission, the FOP, or an individual officer at its/his/her own expense.

15.5 Savings Clause

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any court, or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision. Upon issuance of such a decision, the MNCPPC and the FOP agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.


15.6 Duration

This Agreement shall become effective February 1, 2023, and shall remain in full force and effect until January 31, 2026, unless otherwise stated in specific sections. This Agreement shall be automatically renewed from year-to-year thereafter unless either party notifies the other in writing no later than September 1 preceding the expiration date that it desires to terminate, modify, or amend this Agreement.


In witness whereof, the parties have signed this Agreement by their duly authorized officials and representatives on this 9th day of May 2023.

FRATERNAL ORDER OF POLICE
LODGE NO. 30

MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

BY: 

Jonathan Ness
President

BY: 

Asuntha Chiang-Smith
Executive Director

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PARK POLICE PERIODIC PHYSICAL EXAMINATION REPORT

Name: _____ (please print) DOB: ____/____/____

The medical examiner conducting this exam confirms that the following were done prior to forming an opinion on the fitness of the officer.

1. Conducted a physical examination for abnormalities.
2. Reviewed the medical history questionnaire.
3. Reviewed the job description corresponding to the officer's rank/position, a copy of which is attached to this form.
4. Reviewed the results of each of the tests set forth below.

Physical Examination Component	Standard/Test	Acceptable / Unacceptable (Circle one)
Medical History Form	Review Medical History Form completed by officer prior to examination.	
Examination of Organ Systems for Abnormalities	For example, head, face, neck, mouth, throat, chest, lungs, heart sounds, blood pressure, pulse, respiration, skin, spine, reflexes etc.	A U
Vision Test	20/20 corrected in each eye and both eyes bi-optically <i>or</i> 20/40 in each eye and both eyes bi-optically uncorrected.	A U
Hearing Test	Pure-tone test at 500, 1k, 2k and 3k Hertz frequency. The hearing deficit on average cannot be more than 30decibels in each ear separately. If it is above the 30db average within that range, they should be referred to an audiologist.	A U
Cardiovascular System	Stress tests are no longer a required element of an officer's physical exam except when deemed medically necessary by an officer's or the Commission's medical provider.	A U
Pulmonary System	Should have a pulmonary function test (spirometry) FEV value of 75% or better (no more than a mild deficiency in lung capacity).	A U
Endocrine System	Must be in good control if diabetic (as measured by Hemoglobin A1C) and records received from endocrinologist.	A U
Musculoskeletal System	Full range of motion for spine, extremities and have normal reflexes. Major ortho surgeries considered on case-by-case basis.	A U

Revised 11 2020

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
PARK POLICE PERIODIC PHYSICAL EXAMINATION REPORT (continued)

Assessment: (Choose one)	No	Yes
Officer may perform the duties of a Park Police Officer (per job description) without restrictions.	<input type="checkbox"/>	<input type="checkbox"/>
Officer may perform the duties of a Park Police Officer (per job description) with restrictions as indicated in comments below.	<input type="checkbox"/>	<input type="checkbox"/>
Officer is unable to meet the physical requirements to be a Park Police Officer (per job description)	<input type="checkbox"/>	<input type="checkbox"/>
Other		
Officer was told of any/all restrictions in duties to which the officer must abide.	<input type="checkbox"/>	<input type="checkbox"/>
Officer should be seen again to evaluate improvement in medical condition(s) in _____ weeks <i>or</i> _____ months	<input type="checkbox"/>	<input type="checkbox"/>

Officers are eligible for prostate blood analysis and mammograms at no cost.

The following are explanations of restrictions and recommendations for meeting requirements to assist this officer to qualify for unrestricted full duty.

Physician Signature: _____ Date: ____ / ____ / ____
 Physician Name: _____ (please print)

The physician will let the officer know at the time of the physical if s/he has passed or not. The physician will also issue a verbal disclaimer that unless lab tests are extremely abnormal, the officer is cleared for full duty. Otherwise, s/he would be contacted if lab abnormalities were detected to impact current status.

I have had all of the required tests conducted for my physical examination. Officer's Signature: _____ Date: ____ / ____ / ____ Employee ID Number (Not Badge Number) _____

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING
COMMISSION PARK POLICE

PERIODIC EXAM MEDICAL HISTORY FORM

LAST NAME FIRST NAME MIDDLE NAME DATE

POSITION TITLE:

DEPARTMENT:

SUPERVISOR'S NAME & PHONE:

Name, Address and Phone Number of Personal Health Care Provider:

- Yes Have you seen any Physician or other Health Care provider for evaluation or treatment since your last annual exam? Health Care Provider includes but is not limited to physical therapist, occupational therapist, acupuncturist, mental health provider, chiropractor, etc.
 - No
- If yes, please complete the following. Use additional sheet if needed:**

Dates	Name and Address of Health Care Provider	Reason for Visit
-------	--	------------------

- Yes Have you missed more than 3 consecutive days of work due to illness or injury since your last annual exam? **If yes, complete the following:**
- No

Dates	Number of Days Missed
-------	-----------------------

- Yes Are you currently on restricted duty? **If yes, please state type of** restrictions, reason, and earliest date your Health Care Provider has advised you may be able to return to full, unrestricted duty:
- No

- Yes Have you had any injuries in the last 12 months? **If yes, please give details,** including nature of injury, date of injury, and name and address of the Health Care Provider treating you.
- No

Nature of injury: _____

Date of Injury: _____

Name and address of Health Care Provider: _____

Yes Are you currently on any prescribed or over the counter medications or special diets?
If yes, complete the following:

No

Name of Medication and/or Diet and Purpose:

Name and Address of prescribing physician/nurse practitioner:

Yes Do you have any additional information regarding your health which you wish to make a
part of your permanent health record? **If yes, give details below:**

No

Yes Are you currently in good health to the best of your knowledge and belief? Make any
comments below:

No

I certify that I have reviewed the foregoing information supplied by me and that it is true and complete to the best of my knowledge. I agree to sign all appropriate "Release of Information Forms" to allow the release of all necessary medical information to be used by the medical examiner to evaluate my fitness for duty.

Signature _____ Date _____

Employee Commission ID# (Not Badge Number) _____

Credited Service Cost Share Model		
January 1, 2019		
Years of Service	23/77 Split	
	Emp Share	Comm Share
10	50	50
11	47.75	52.25
12	45.5	54.5
13	43.25	56.75
14	41	59
15	38.75	61.25
16	36.5	63.5
17	34.25	65.75
18	32	68
19	29.75	70.25
20	27.5	72.5
21	25.25	74.75
22	23	77
23	23	77

WITH REGARD TO MERIT SYSTEM RULES AND REGULATIONS
BETWEEN
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
AND
FRATERNAL ORDER OF POLICE, LODGE 30

During negotiations over the terms of their Collective Bargaining Agreement ("Agreement") for the period from February 1, 2012 to and including January 31, 2014, representatives of the Maryland-National Capital Park and Planning Commission and the Fraternal Order of Police, Lodge 30 reached agreement with regard to the applicability of the MNCPPC Merit System Rules and Regulations that were in effect on February 1, 2012, as set forth in a booklet entitled "Merit System Rules and Regulations" that was dated September 9, 2008 as amended on May 18, 2011. To assist in the application of the Agreement, the parties revised this Attachment B in their 2016/2017 negotiations. The parties have agreed upon the following changes:

1. In Article IV, Section 4.1 of the Agreement, the parties have agreed that the terms of the Agreement shall prevail over any portion of the Rules and Regulations that is inconsistent with language in the Agreement.
2. The parties further agree that the following provisions of the Merit System Rules and Regulations do not apply to Park Police officers covered by the Agreement:
 - a. Sections 130-138
 - b. Sections 145-148
 - c. Section 185
 - d. Sections 160-163
 - e. Sections 540-542
 - f. Sections 551-552
 - g. Sections 561-564
 - h. Section 1073
 - i. Sections 1090 -1092.
 - j. Section 1526
 - k. Section 1770 (last sentence only)
 - l. Chapter 2100
3. As applied to bargaining unit members, references to Chapter 2200 in the Merit System Rules and Regulations shall be understood to reference Chapter 2200 as modified by the Agreement between the parties.

4. Adoption and incorporation of Chapter 1800 of the Merit Rules governing Political Activities is neither intended nor shall apply to members of FOP Lodge No. 30 to the extent they are acting within their capacity as members, representatives, employees and/or officers of Lodge No. 30 or of affiliated state or national Fraternal Order of Police organizations.
5. The parties recognize that by agreeing in Section 4.1 of the Agreement that officers covered by the Agreement shall be covered by the Commission's Merit System Rules and Regulations that were dated September 9, 2008 as amended on May 18, 2011 and that by agreeing to Attachment B, the parties do not intend to modify or abrogate Section 4.2(B), which provides that the grievance procedures set forth in the contract are the only grievance procedures applicable to the officers covered by the Agreement.
6. The parties further recognize that portions of the Merit System Rules and Regulations set forth in the booklet effective for other Commission employees dated September 9, 2008, as amended on May 18, 2011, may not be relevant to Park Police officers covered by the Agreement, and therefore agreement to this Attachment B is not an admission of the applicability or relevancy of any of those rules or regulations.
7. The parties agree that the deletion of Section 185 from the current Merit System Rules and Regulations is not meant to either expand or restrict whatever rights the Commission may or may not have to avoid or impair contracts.

It is so agreed.

Patricia C. Barney
Executive Director

Michael Young
President, FOP Lodge No. 30

FITNESS INDICATORS - MALES

Age Group	FIT Score	1.5 Mile Run	Flexibility Sit/Reach	Sit-Ups (1 minute)	Pushups	Bike Test
A Age: 20 to 29	5	<11:29	>16.75	>55	>55	>45.7
	4	11:30 - 12:09	15.75-16.50	50-54	45-54	42.2-45.6
	3	12:10-13:24	14.25-15.50	45-49	35-44	40.3-42.1
	2	13:25-14:29	12.50-14.00	40-44	25-34	38.1- 40.2
	1	>14:30	<12.50	<39	<24	<38.0
Age Group B Age: 30 to 39	FIT Score	1.5 Mile Run	Flexibility Sit/Reach	Sit-Ups (1 minute)	Pushups	Bike Test
	5	<11:49	<16.25	>50	>55	>44.4
	4	11:50 - 12:54	15.00-16.00	45-49	40-49	41-44.3
	3	12:55-13:44	14.00-14.75	40-44	30-39	38.5-40.9
	2	13:45-14:44	12.00-13.75	35-39	20-29	36.7-38.4
1	>14:45	<11.75	<34	<19	<36.6	
Age Group C Age: 40 to 49	FIT Score	1.5 Mile Run	Flexibility Sit/Reach	Sit-Ups (1 minute)	Pushups	Bike Test
	5	<12:04	<16:00	>45	>45	>42.4
	4	12:05-13:24	14.75-15.75	40-44	35-44	38.4-42.3
	3	13:25-14:14	13.00-14.50	35-39	25-34	36.7-38.3
	2	14:15-15:19	11.00-12.75	30-34	15-24	34.6-36.6
1	>15:20	<10.75	>29	<14	<34.5	
Age Group D Age: 50 to 59	FIT Score	1.5 Mile Run	Flexibility Sit/Reach	Sit-Ups (1 minute)	Pushups	Bike Test
	5	<12:54	<15.75	>40	>40	>38.3
	4	12:55-14:04	14.00-15.50	35-39	30-39	35.2-38.2
	3	14:05-15:09	12.25-13.75	30-34	20-29	33.2-35.1
	2	15:10-16:04	10.25-12.00	25-29	9-19	31.1-33.1
1	>16:05	<10.00	<24	<8	<31	

>= More Than

<= Less Than

FITNESS INDICATORS - FEMALES

Age Group	FIT Score	1.5 Mile Run	Flexibility Sit/Reach	Sit-Ups (1 minute)	Pushups	Bike Test
Age Group A Age: 20 to 29	5	<13:39	>18.25	>55	>40	>39.5
	4	13:40 - 15:09	17.25-18.00	50-54	30-39	35.5-39.4
	3	15:10-15:54	15.75-17.00	45-49	26-29	33.8-35.4
	2	15:55-17:54	14.00-15.50	40-44	20-25	31.6-33.7
	1	>17:55	<13.75	<39	<19	<31.5
Age Group B Age: 30 to 39	5	<13:54	<17.75	>50	>30	>36.7
	4	13:55 - 15:14	16.50-17.50	45-49	25-29	33.8-36.6
	3	15:15-16:04	15.00-16.25	40-44	20-24	32.3-33.7
	2	16:05-18:24	14.00-14.75	35-39	13-19	29.9-32.2
	1	>18:25	<13.75	<34	<12	<29.8
Age Group C Age: 40 to 49	5	<15:09	<17:00	>45	>20	>35.1
	4	15:10-16:04	16.25-16.75	40-44	16-19	31.6-35.0
	3	16:05-17:54	15.75-16.00	35-39	12-15	29.7-31.5
	2	17:55-19:29	12.25-15.50	30-34	8-11	28.0-29.6
	1	>19:30	<12.00	>29	<7	<27.9
Age Group D Age: 50 to 59	5	<15:44	<16.00	>40	>15	>31.4
	4	15:45-17:29	14.25-15.75	35-39	11-14	28.7-31.3
	3	17:30-18:54	12.25-14.00	30-34	9-10	27.3-28.6
	2	18:55-20:29	10.25-11.00	25-29	5-8	25.5-27.2
	1	>20:30	<10.75	<24	<4	<25.4

>= More Than

<= Less Than

M-NCPPC PARK POLICE FITNESS INDICATOR FORM

Date: _____

Name: _____ Rank: _____ ID number: _____

DOB: ____/____/____ Age: _____ Height: _____ Weight: _____

Duty Assignment: _____ Yrs of Service: _____

Please check Appropriate Box:

Age Group:

- A = (20-29)
- B = (30-39)
- C = (40-49)
- D = (50-59)

EMT Requested: Yes No

I understand if I fail to obtain a qualifying score (score needed to pass), I may take the test again the following month; however, once a qualifying score is reached, that score will be valid for the following 12 months. I cannot improve a qualifying score by retaking the test until the 12-month validity period for the current score has elapsed.

Officer Signature: _____

Fitness Data: To be completed by FIT test Administrator

FIT Test Screening - Based on a score of 1 through 5

FIT TEST COMPONENTS	TEST RESULTS	SCORE
Push-Ups	# of Push-Ups	
Sit-Ups (1 minute duration)	# of Sit-Ups	
Flexibility	Inches	
1.5 Mile Run	Min. Sec.	
	TOTAL POINTS SCORED:	
	AVERAGE SCORE:	

Pass Fail

Compensation Award:

- \$350 – Average score of 3 or better
- \$450 – Average score of 4 or better
- \$650 – Average score of 5 or better

Comments: _____

FIT Test Administrator Signature: _____ Date: _____

Print FIT Test Administrator Name: _____

**M-NCPPC PARK POLICE
FITNESS INDICATOR TEST
1.5 MILE RUN
(Outside 6 laps/Inside 12 laps)**

	NAME	TIME	1	2	3	4	5	6	7	8	9	0	1	2
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														

The Maryland-National Capital Park and Planning Commission
 FOP Park Police
 Effective 1/7/24 - Across the Board Increase (COLA) of 5.5%, Change to ASI 2, and New ASI 3

Rank	1 A	2 B	3 C	4 D	5 E	6 F	7 G	8 H	9 I	10 J	11 K	12 L	13 M	14 N	15 O	16 P	17 Q
P02 (annual) (hourly)		\$61,110 \$29,3798	\$63,254 \$30,4106	\$65,469 \$31,4755	\$67,762 \$32,5779	\$70,127 \$33,7149	\$72,586 \$34,8971	\$75,124 \$36,1173	\$77,755 \$37,3822	\$80,472 \$38,6885	\$83,295 \$40,0457	\$86,212 \$41,4481	\$89,222 \$42,8952	\$92,346 \$44,3971	\$95,579 \$45,9514	\$98,924 \$47,5596	
P03 (annual) (hourly)	\$61,086 \$29,3683	\$64,168 \$30,8500	\$66,418 \$31,9317	\$68,750 \$33,0529	\$71,147 \$34,2053	\$73,628 \$35,3981	\$76,214 \$36,6413	\$78,879 \$37,9226	\$81,646 \$39,2529	\$84,500 \$40,6250	\$87,458 \$42,0471	\$90,524 \$43,5212	\$93,693 \$45,0447	\$96,966 \$46,6183	\$100,359 \$48,2495	\$103,872 \$49,9385	
P04 (annual) (hourly)	\$64,139 \$30,8361	\$67,374 \$32,3913	\$69,740 \$33,6288	\$72,179 \$34,7014	\$74,702 \$35,9144	\$77,319 \$37,1726	\$80,022 \$38,4721	\$82,822 \$39,8183	\$85,725 \$41,2139	\$88,720 \$42,6538	\$91,830 \$44,1490	\$95,045 \$45,6947	\$98,368 \$47,2923	\$101,815 \$48,9495	\$105,382 \$50,6644	\$109,070 \$52,4375	
P05 (annual) (hourly)	\$70,712 \$33,9962	\$74,288 \$35,7154	\$76,884 \$36,9635	\$79,577 \$38,2582	\$82,358 \$39,5952	\$85,243 \$40,9822	\$88,226 \$42,4163	\$91,318 \$43,9029	\$94,515 \$45,4399	\$97,819 \$47,0284	\$101,246 \$48,6760	\$104,794 \$50,3817	\$108,453 \$52,1409	\$112,250 \$53,9663	\$116,174 \$55,8529	\$120,240 \$57,8077	\$124,448 \$59,8308

70

Rank	ASI1 (3.5%)	ASI2 (3.5%)	ASI3 (3.5%)
P02 (annual) (hourly)	\$102,386 \$49,2240	\$105,970 \$50,9471	\$ 109,679 \$ 52,7303
P03 (annual) (hourly)	\$107,508 \$51,6865	\$111,271 \$53,4957	\$ 115,165 \$ 55,3680
P04 (annual) (hourly)	\$112,887 \$54,2726	\$116,838 \$56,1721	\$ 120,927 \$ 58,1381
P05 (annual) (hourly)	\$128,804 \$61,9250	\$133,312 \$64,0923	\$ 137,978 \$ 66,3355

ASI 1 Applies to all officers on the first anniversary date on which the officer has completed 16 years.
 ASI 2 Applies to all officers on the first anniversary date on which the officer has completed 18 years. (changed from 19 years)
 ASI 3 Applies to all officers on the first anniversary date on which the officer has completed 21 years. (new)

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