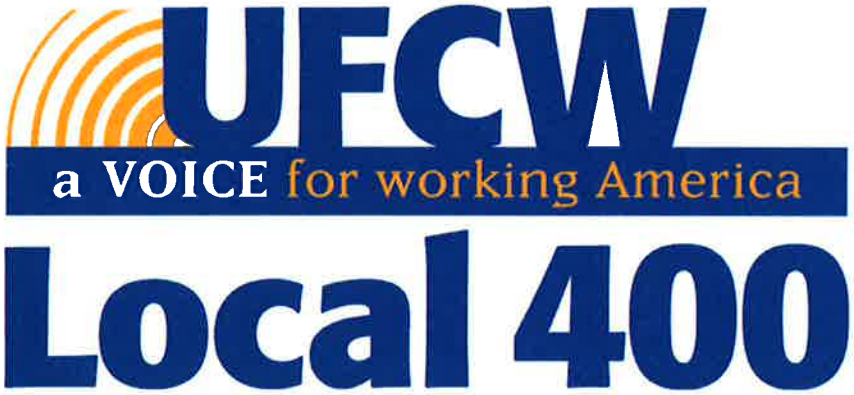
AGREEMENT

THIS AGREEMENT, MADE BY AND BETWEEN

LOCAL 400

Chartered by the

United Food & Commercial Workers International Union



and

CITY OF TAKOMA PARK, MARYLAND

Effective: July 1, 2014 Expiration: June 30, 2017

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AGREEMENT BETWEEN
CITY OF TAKOMA PARK
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400

PREAMBLE

This is an Agreement entered into by and between the City of Takoma Park, hereinafter referred to as the "Employer" and the United Food and Commercial Workers Union, Local 400, hereinafter referred to as the "Union." It is the result of a cooperative effort between the Employer and its Officers who are members of the Union to address long standing issues and contains significant progress toward resolving those issues. The purpose of the Agreement is the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1
MANAGEMENT'S RIGHTS

This Agreement shall not impair the right and responsibility of the Employer to:

1. Determine the over-all budget and mission of the Employer;

2. Maintain and improve the efficiency and effectiveness of operations;

3. Determine the services to be rendered and operations to be performed;

4. Determine the over-all organizational structure, methods, processes, means, job classifications or personnel by which operations are to be conducted and the location of facilities;

5. Direct or supervise Officers;

6. Hire, select, promote and establish the standards governing promotion of Officers and to classify positions;

7. Relieve Officers from duties because of lack of work or funds, or under conditions when the employer determines continued work would be inefficient or nonproductive;

8. Issue and enforce rules, policies, and procedures necessary to carry out these and all other managerial functions which are not inconsistent with

Federal, state or local law or terms of this collective bargaining agreement;

9. Take actions to carry out the mission of government in situations of emergency;

10. Transfer, assign and schedule Officers;

11. Set the standards of productivity and technology.

ARTICLE 2
RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its Officers including all sworn police officers, up to the rank of sergeant, and excluding all sergeants, lieutenants, captains and all other officers.

2.2 In the event that the rank inclusions above are re-titled or in the event that additional ranks are added to the Police Department which would be eligible for inclusion in the above unit, such rank shall be specifically included in this Article, upon the agreement of the Employer and the Union. In the event the Employer and the Union are not able to agree as to the inclusion or exclusion, the matter shall be resolved in accordance with the grievance procedure.

ARTICLE 3
UNION SECURITY

3.1 All Officers in the bargaining unit shall, as a condition of employment either become and remain members of the Union on and after the 31st day following the date of employment, or on and after the 31st day following the effective date of the Agreement, whichever is the later or pay a service fee as determined by UFCW Local 400.

ARTICLE 4
VOLUNTARY CHECKOFF OF UNION FEES AND DEDUCTIONS

4.1 *Dues* - The Employer agrees to deduct Union dues, the initiation fee and authorized assessments from the wages of Officers in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of Officers and such deductions shall be transmitted to the Secretary-Treasurer of the Union, following each payroll period via an ACH deposit. The Employer will also forward via e-mail a separate

listing which corresponds with the ACH deposit detailing each member's name, social security number and amount remitted. In the event no wages are due an Officer or the wages of an Officer are insufficient to cover the required deductions, the deductions for such week shall never the less be made from the wages of an adequate amount next due the Officer and thereupon transmitted to the Union.

4.2 *Credit Union* - The Employer agrees to deduct from an Officer's earnings each payroll period, including vacation pay, the amount specified by an Officer on the Credit Union written authorization for payroll deduction form. Payroll deductions will commence with the payroll period following receipt of an Officer's written authorization for Credit Union payroll deductions. The Employer shall forward such payroll deductions to the Credit Union on a bi-weekly basis, indicating the Officer's name and the amount deducted for each Officer.

4.3 *Active Ballot Club Deductions* - The Employer hereby agrees to make payroll deductions for those Officers, who so authorize in writing, for the United Food & Commercial Workers International Union Active Ballot Club. The Employer will transmit such payroll deductions to the Secretary Treasurer of the Union each payroll period via an ACH deposit. The Employer will also forward via e-mail a separate listing which corresponds with the ACH deposit detailing each member's name, social security number and amount remitted.

ARTICLE 5
GRIEVANCES AND ARBITRATION

5.1 A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of this Agreement. A grievance shall be presented within fifteen (15) calendar days after the date of its occurrence or within thirty (30) days after the condition causing the disagreement becomes known to the Union. However, in no circumstances shall any grievance be considered more than sixty (60) days after the date of the occurrence. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and Officer morale.

5.2 Grievances or disputes which may arise between the parties shall be settled in the following manner:

Step 1. The Union Steward or Union Representative, with the complaining Officer, shall discuss the grievance or dispute with the Shift or Division Commander within the time periods listed in the aforementioned section 5.1. The Shift or Division Commander shall attempt to adjust the matter and respond to the Union Steward or Union Representative within ten (10) working days.

Step 2. If after a thorough discussion with the Shift or Division Commander, the grievance has not been satisfactorily resolved, the Union Steward, the Union

Representative, and the complaining Officer shall, within three (3) working days after Step 1 is completed, file a written appeal with the Chief of Police. The Union representative or Steward, and complaining officer may meet with the Chief of Police as soon as possible thereafter but in no event later than ten (10) working days. The Chief of Police shall respond in writing within ten (10) working days after said meeting. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance.

Step 3. If after the grievance has been presented to the Chief of Police, the grievance has not been satisfactorily resolved within ten (10) working days after completion of Step 2, the Union Steward or Union Representative and the complaining Officer shall file a written appeal with the City Manager or designated representative as soon as possible thereafter but in no event later than ten (10) working days. The City Manager or designated representative shall respond in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, within twenty (20) calendar days after the reply of the City Manager or his designated representative, by written notice to the other, request arbitration.

The moving party shall request the American Arbitration Association to provide a panel of five (5) Arbitrators. Designation of the Arbitrators shall be by the rules of the American Arbitration Association. The parties will jointly select an Arbitrator from that panel or subsequent panels should either party find no acceptable Arbitrator(s) on the list(s).

Thereafter the Arbitrator shall proceed to hear the grievance as provided in the rules of the FMCS. The decision of the Arbitrator shall be binding on all parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after conclusion of the hearing. The parties shall share the cost of Arbitration equally.

The Arbitrator shall have no authority to award, add to, or subtract from the provisions of this Agreement. He or she shall make such award as he or she shall decide is proper under this Agreement and applicable public law, including the Charter and Code of The City of Takoma Park, Maryland. The Arbitrator's decision shall be final and binding on all parties.

5.3 Should the Employer not respond at any step of the procedure within the prescribed time, the relief requested will be considered moved to the next step unless the time limits herein specified are extended by mutual consent. Any grievance not appealed from an answer at any step of the grievance procedure to the next step of the grievance procedure within the number of days specified without good cause shown, shall be considered settled on the basis of the last answer and not subject to further review, unless the time limits herein specified are extended by mutual consent.

5.4 (a) In cases where an Officer(s) can file a grievance on a particular question pursuant to this article, and utilize a procedure(s) or seek a remedy(s) pursuant to any local, state or Federal law or regulation, the Officer has the option to file a grievance under this Article or in the alternative to utilize such other procedure(s) or seek such other remedy(s). Nothing in this Agreement shall in any way limit the right of any officer(s) to utilize any procedure(s) or seek any remedy(s) pursuant to any local, state, or Federal law or regulation. However, whenever an Officer does utilize any other procedure(s) or seek other remedy(s), he or she shall waive his or her right to file a grievance pursuant to this Article to determine the same question, or if such grievance is already in process, such grievance proceedings shall cease and shall not be reinstated.

(b) Pursuant to Section 5.4 (a), in the event that an Officer wishes to file a grievance regarding any management disciplinary action which is within the jurisdiction of the Law Enforcement Officer's Bill of Rights (Maryland Code Ann, Public Safety, § 3-101, *et seq.*), such officer shall have previously waived his rights to a hearing board pursuant to the LEOBR. However, the Officer shall not be required to waive any other rights afforded to him pursuant to the LEOBR.

(c) In the event that an Officer has elected to have a disciplinary matter determined by a hearing board convened pursuant to the LEOBR, he or she shall not be able to take issue with the determination of guilt or the resulting imposition of punishment, through utilization of the grievance procedure set forth in this Agreement.

ARTICLE 6
UNION STEWARDS AND UNION REPRESENTATION

6.1 The Union shall have the right to appoint two (2) Stewards as it deems necessary.

6.2 The Employer recognizes and shall deal with all the accredited Stewards and other Union Representatives in all matters relating to grievances and the interpretation of the Agreement.

6.3 A written list of Stewards and their alternates (such lists to outline the area to be represented by Stewards) shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer promptly of any changes of such Union Stewards and their alternates.

6.4 The appropriate Stewards shall be granted reasonable time off during working hours to investigate and settle grievances, upon advance notice and approval by the Chief of Police through the appropriate chain of command, without loss of pay. Such time off shall be arranged in a manner which causes the least disruption of, or interference with the operations of the Employer, its Officers and supervisory personnel. Approval for such time off shall not be unreasonably withheld.

6.5 Stewards shall be entitled to a leave of two (2) days each calendar year, with pay for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Steward must, upon returning from the leave, present to the respective Division Commander written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended. A maximum of two (2) Stewards may attend Steward Training and Education at one time.

6.6 Union Stewards, without loss of pay, during working hours, shall be allowed to attend negotiating meetings.

ARTICLE 7
NO DISCRIMINATION

The Employer and the Union shall apply the provisions of this Agreement to all Officers without discrimination because of age (in accord with applicable law), sex, race, color, religion, sexual orientation, gender identity, national origin, marital status, political affiliation, Union affiliation or disability.

ARTICLE 8
UNION BULLETIN BOARDS

8.1 The Union shall furnish a bulletin board to be placed in a readily accessible place in the squad room to be used by the Union.

8.2 The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 9
UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

9.1 The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Stewards or other Union Representatives shall be allowed to conduct the following Union activities after the usual roll call business is concluded and reasonable advance notice is given to the Shift Supervisor prior to roll call starting time:

1. Post Union notices;

2. Distribute Union literature;

3. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representative;

4. Consult with the Employer, its representative, Local Union officers, or other Union Representatives concerning the enforcement of any provisions of this Agreement.

Such Union business shall not exceed the regular conclusion of roll call and permission to address roll calls shall not be unreasonably withheld.

9.2 Leave of absence, without pay, shall be granted to attend and serve as delegates to conventions and organization conferences related to their Union, not to exceed five (5) days annually or more than two (2) Officers. Not more than one (1) Officer from the same shift or work area may be on leave at the same time.

ARTICLE 10
UNION VISITATION

The Employer agrees that accredited representatives of the United Food and Commercial Workers Union, Local 400, whether local Union Representatives, Regional Representatives or International Representatives, shall have access to the premises of the Employer at any time during working hours to conduct Union Business, as long as such visits will not interfere with the normal City functions. Representatives shall report to the Chief of Police or his designated representative, and shall limit their access to the squad and conference room areas. All visitations will be in compliance with Police Department procedure 306.

ARTICLE 11
WORK RULES

11.1 The Employer retains the right to plan, direct and control all police operations and set department and divisional level policy, rules, procedures, goals and objectives. The department will involve members of the agency and their representatives by providing a seven (7) day review and comment process before any new rules or procedures are promulgated. The Union representative will be provided an electronic copy of any proposed new rule or procedure as part of the review and comment process. Should the Union or Officers believe that any such rule or procedure are in conflict with any provisions of this Agreement, a grievance may be filed in accordance with this Agreement.

11.2 The Employer further agrees to furnish each Officer in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New Officers shall be provided with a copy of the rules within seven (7) days of time of hire.

ARTICLE 12
NO STRIKES OR LOCKOUTS

The Union agrees that during the term of the Agreement, it will not authorize or condone any strikes, slowdowns, speedups, or work stoppages. The Employer agrees that there will be no lockouts.

ARTICLE 13
SENIORITY

13.1 DEFINITION: Seniority means an Officer's length of continuous service within Rank (as a member of the bargaining unit) with the Police Department since his or her last date of hire.

13.2 PROBATION PERIOD: Officers newly hired or rehired (from an appointment list) shall complete a probationary period of twelve (12) months.

13.3 SENIORITY LISTS: Every six (6) months the Employer shall furnish a seniority list to the Union by rank upon request.

13.4 BREAKS IN CONTINUOUS SERVICE: An Officer's continuous service record shall only be broken by voluntary resignation, discharge for just cause and/or retirement.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

13.5 WORK FORCE CHANGES:

Promotions:

(a) Promotions must be made on a competitive basis after an evaluation of each individual's qualifications. Any promotional program for positions within the Department shall provide that qualified Officers are given an opportunity to receive fair and appropriate consideration for higher-level positions, in accordance with General Order 414 of the Police Department Manual.

To fill a vacancy, the Chief of Police may select an individual for promotion from among the names in the "Well Qualified" category. Any person in this category may be selected at the Chief's discretion, subject to the grievance and arbitration section of this Agreement. When the candidates in the "Well Qualified" category are exhausted, the Chief may select from among the candidates in the "Qualified" category until that category is exhausted or the list has expired, subject to the grievance and arbitration sections of this Agreement.

(b) The right of competitors to challenge the promotional system is critical to maintaining the integrity of the process. Each step of the promotional system is subject to grievance, separate and apart at each step, based on time limits in Section 414-09 of General Order 414.

(c) Whenever a job opening occurs -- other than a temporary opening as defined below -- in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days and will be filled from existing Officers in the bargaining unit based on the most qualified candidate as determined by job performance, qualifications, and seniority.

13.6 TRANSFERS: The Union recognizes the Employer's right to determine staffing levels and transfer policies in accordance with General Order 412 of the Police Department Manual. Transfers shall be made for fair and equitable reasons.

Officers desiring to transfer to another duty assignment shall submit an application in writing to the Chief of Police. Transfers will be considered under the following conditions:

1. A voluntary request;

2. A lack of funding resulting from budgetary limitations or loss of Federal/state funds;

3. A change in approved work program(s)/plan or design;

4. An administrative reorganization;

5. A technological change or advancement that impacts on work force needs;

6. A change in an Officer's physical or mental condition;

7. The resolution of a grievance, LEOBR, or other problem affecting the operational efficiency of a unit or organization;

8. For training or development.

An Officer applying to transfer must meet the following qualifications to be considered:

1. The Officer has a Meets or Sometimes Exceeds rating;

2. The Officer's education level meets the needs of the requested duty assignment.

Officers desiring to transfer to other duty assignments shall submit an application in writing to the Chief of Police through the established chain of command. The application shall state the reason for the requested transfer and shall include any particular background or skill that the Officer has that he or she believes would be applicable to the job requested.

13.7 REDUCTION IN WORK FORCE: In the event an Officer is to be laid off due to reduction in the work force, he or she shall be permitted to exercise his or her seniority rights to replace an officer with less seniority. Such Officer may, if he or she so desires, replace any Officer in an equal or lower job classification in the Police Department provided the replacing Officer has greater seniority than the Officer whom he or she replaces and is capable of performing the duties of the position. If the Employer should decide to reduce in force, abolish, merge or reorganize any portion of the department, and such action would result in elimination of jobs or layoff of Officers, then the Employer will notify the Union at least thirty (30) days in advance. Officers on medical leave during a reduction in force shall return to work in accordance with their seniority when they are medically able to do so.

13.8 LAY OFF: Barring emergencies that require certain classifications be retained, Officers shall be laid off by inverse order of qualifications in order to retain the most qualified employees as determined by the City. Seniority shall be the determining factor among employees determined to be of the same relative competence.

The Employer agrees not to lay off any Officers during the life of this Agreement, unless there is proof of legitimate documented fiscal crisis.

13.9 RECALL:

(a) Officers shall be recalled from layoff according to their seniority within classification. Officers shall be informed by certified mail of their recall. Failure to report to work within three (3) days of notification shall forfeit the Officer's right to recall.

(b) No new Officers shall be hired until all officers on layoff status desiring to return to work and who are capable of performing the work, have been recalled.

13.10 TEMPORARY JOB OPENINGS:

(a) Temporary job openings are defined as job vacancies that may periodically develop in any job classification that will not exceed thirty (30) consecutive days and will be filled in accordance with 13.5 above. Job openings that recur on a regular basis and/or that remain open more than sixty (60) consecutive days at a time shall not be considered temporary job openings.

(b) All time worked by any temporarily assigned Officer in excess of thirty (30) consecutive days in a higher position shall be paid for by adjusting the Officers rate of pay to the next higher step retroactive to the 1st day worked in the higher position.

(c) Temporary job openings shall be filled by Employer assignment or reassignment from Officers who are on the promotional list for that particular position first, and thereafter from existing officers in the bargaining unit who are not on the promotional list, based on seniority, availability and ability to perform the work assigned. No Officer shall be involuntarily assigned to a temporary position at a lower rate of pay.

ARTICLE 14
LIGHT DUTY

The Employer, when feasible, will find a suitable light duty assignment for an Officer incapacitated, temporarily or permanently, due to an injury, which can be undertaken by the Officer who is incapacitated due to such disability, but who is not prevented from attendance at work. The light duty program shall operate in accordance with the rules outlined in General Order 407 of the Police Department Manual.

ARTICLE 15
DISCIPLINE

15.1 Any dismissal, demotion, reprimand, suspension or other disciplinary action, against any Officer shall be undertaken in strict conformity to the requirements of the Maryland Law Enforcement Officers Bill of Rights (Maryland Code Ann, Public Safety, § 3-101, *et seq.*). If the LEOBR law is amended during the term of this Agreement to provide for procedures for the resolution of discipline through collective bargaining, the parties agree to proceed as stated beginning with Step 4 of Article 5 of this Agreement.

(a) Counseling forms shall be removed from the personnel files after two (2) years upon the Officer's request.

(b) Unless a third party is involved, negative or derogatory information, which is no more serious than an admonishment, shall be removed as requested by the Officer after three (3) years from the date of occurrence concerning reprimands, provided there has been, in that three (3) years, no reoccurrence of a situation significantly similar to that which give rise to the initial inclusion of such documents in the Officer's personnel file. Additionally, after five (5) years from the date of occurrence concerning serious violations of Department policy provided there has been, in that five (5) years, no reoccurrence of a situation significantly similar to that

which gave rise to the initial inclusion of such documents in the Officer's personnel file.

15.2 The Union shall be given the opportunity to be represented at any examination of an Officer in the bargaining unit by a representative of the Employer in connection with an investigation if:

(a) The Officer reasonably believes that the examination may result in disciplinary action,

(b) The Officer requests representation.

15.3 If an Officer requests to be represented at such an examination, the Employer will delay the examination for a reasonable time, not to exceed sixty (60) minutes, to permit the Officer the opportunity to arrange representation. Tests measuring blood alcohol content levels, including PBT's or Breathalyzers, will not be delayed for longer than 10 minutes.

15.4 The Union shall have no right to represent an Officer who is examined as a witness or third party in an investigation or to represent an Officer who is being counseled by a representative of the Employer concerning conduct, performance, or any similar or like work-related matter.

15.5 The Officer must answer all work-related questions truthfully, promptly and completely.

15.6 The Employer may demote an Officer to a lower-paying job due to inadequate performance, but only after being given notice of his deficiencies and given the opportunity to improve.

ARTICLE 16
HOLIDAYS and PERSONAL DAYS

16.1 The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Thanksgiving Day	President's Day
Memorial Day	Day after Thanksgiving
Independence Day	1/2 Day Christmas Eve
	Christmas Day

For Officers in the Administrative and Investigation Sections, whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday and whenever any of the above listed holidays shall fall on Sunday, the

succeeding Monday shall be observed as the holiday. Changes in this paragraph may be approved by mutual agreement.

For Officers in the Administrative and Investigation Sections, premium overtime (triple pay) for any holiday work will only be paid on the dates listed in the chart below.

Officers assigned to the Operations Division will observe holidays on the dates listed in the following table:

Holiday	2014	2015	2016	2017
New Year's Day	1/1/14	1/1/15	1/1/16	1/1/17
Martin Luther King, Jr. Day	1/20/14	1/19/15	1/18/16	1/16/17
President's Day	2/17/14	2/16/15	2/15/16	2/20/17
Memorial Day	5/26/14	5/25/15	5/30/16	5/29/17
Independence Day	7/4/14	7/4/15	7/4/16	7/4/17
Labor Day	9/1/14	9/7/15	9/5/16	9/4/17
Veteran's Day	11/11/14	11/11/15	11/11/16	11/10/17
Thanksgiving Day	11/27/14	11/26/15	11/24/16	11/23/17
Day After Thanksgiving	11/28/14	11/27/15	11/25/16	11/24/17
½ day Christmas Eve*	12/24/14	12/24/15	12/24/16	12/24/17
Christmas Day	12/25/14	12/25/15	12/25/16	12/25/17

* Half of the hours worked on Christmas Eve Day are paid as holiday pay. Premium overtime pay will only be paid during the hours of 12 noon to 12 midnight on Christmas Eve.

16.2 HOLIDAY HOURS FOR OVERTIME WORKED: Holidays shall be counted as a day worked for the computation of overtime and also authorized leave.

16.3 All Officers shall receive regular pay for the designated holidays; 8 hours for Officers in the Administrative and Investigative Sections and 8 or 12 hours for Officers in the Operations Division. Officers who are scheduled to work on a designated holiday will be paid an additional amount that is 1-1/2 times their regular hourly rate of pay for each of their regular shift hours. If the number of hours actually worked triggers overtime pay, overtime hours will be paid at a rate that is 3 times their regular rate of pay, considered "premium overtime."

16.4 An Officer who is required to work on a designated holiday may elect, at the time of the holiday, to receive one of the following: (a) holiday pay, or (b) an additional day off with pay to be scheduled within sixty (60) days following the holiday. The Employer will make every reasonable effort to approve Section (b) requests for time off within forty-eight (48) hours of the request, provided the request is received at least two (2) weeks' prior to the requested day off.

16.5 Each Officer shall be granted, after probation, one (1) personal leave day per year. After five (5) but less than ten (10) years of continuous service, each officer shall be granted two (2) personal leave days per year. After ten (10) but less than fifteen (15) years of continuous service, each Officer shall be granted three (3) personal leave days per year. After fifteen (15) but less than twenty (20) years continuous service, each Officer shall be granted four (4) personal leave days per year. After twenty (20) years continuous service, each Officer shall be granted five (5) personal leave days per year. Officers shall request this leave through the normal chain of command at least twenty four (24) hours in advance.

ARTICLE 17
ANNUAL LEAVE

17.1 Eligibility and Allowances: Every Officer shall be eligible for paid annual leave after ninety (90) calendar days of service with the Employer. Officers shall start to earn annual leave as of their date of hire.

Annual leave shall be accrued on a monthly basis in accordance with Takoma Park City Code Chapter 4.04, Article 6.

Annual leave may be used as the Officer chooses, provided no less than twenty-four (24) hours notice is given to the supervisor and the leave is approved by the established chain of command.

Annual leave in excess of one (1) normal work week shall be requested at a minimum of one (1) week in advance.

Annual leave, three (3) normal work weeks, or longer, shall be requested at a minimum of forty-five (45) days in advance.

17.2 The rate of pay for annual leave shall be the Officer's regular rate of pay in effect for the officer's regular job.

17.3 Accrued annual leave may be used, if approved by an Officer's supervisor in accordance with procedures established by the Chief of Police and the City Personnel Procedures. An Officer who has successfully completed the probationary period set forth in Section 13.2 of this Agreement may request and, with the approval of the Chief of Police, take up to forty (40) hours of annual leave that the Office would

accrue during the current calendar year before it actually accrues. Any used but unaccrued leave taken when an Officer leaves employment with the Employer shall be deducted from the Officer's final paycheck. Conflicting timely requests for vacation shall be resolved on the basis of seniority and equity.

17.4 Any Officer who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his annual leave, shall be compensated for the unused annual leave up to a maximum of two hundred forty (240) hours.

17.5 Any reservation costs incurred by the officer through rescheduling his or her vacation by the Employer will be reimbursed, provided it is substantiated. The Officer shall advise his Division Commander of any reservations he or she holds, substantiated by a copy of the confirmed reservation, if requested to cancel or reschedule his or her vacation.

17.6 Annual leave may be accumulated to a maximum of two hundred forty (240) hours in accordance with Takoma Park City Code, Chapter 4.04, Article 6.

17.7 Any Officer who is required to and does work in an emergency while on annual leave, with the exception of pre-scheduled court appearances, shall be paid at a rate of two (2) times his or her regular rate of pay for all hours worked.

17.8 Officers who become ill, are injured, or are hospitalized while on annual leave shall be able to use sick leave in lieu of annual leave for the duration of the illness, injury or hospitalization provided: (i) a written request to do so is submitted to the Employer within ten (10) working days of the end of the Officer's approved annual leave; and (ii) the request is accompanied by a Doctor's certificate specifying the nature and duration of the Officer's illness, injury and/or hospitalization. This is not intended to cover minor illness or injuries.

ARTICLE 18
JURY DUTY

Any Officer who is required to serve as a juror in court shall be allowed the time as needed with pay and without any accrued leave time. Said Officer shall be paid his or her regular salary.

In circumstances unrelated to jury services or City business, Officers who are subpoenaed shall use annual leave to the extent available and will, thereafter, be placed on LWOP status. No Officer will be discharged solely because that Officer answered a lawful subpoena.

Officers will notify their supervisor seventy-two (72) hours in advance and keep them updated on the length of time to be missed from work.

ARTICLE 19
FUNERAL LEAVE

Permission for paid leave for a funeral or other condition caused by death in the immediate family for a maximum period of three (3) work days shall be granted. Immediate family is defined as mother, father, spouse, child, sister, brother, mother-in-law, father-in-law, domestic partner, step-parent, step mother-in-law, step father-in-law, step child, grandparent, grandchild, legal guardian or any other relative living with the Officer at the time of death.

ARTICLE 20
SICK LEAVE

20.1 Allowances: Any Officer contracting or incurring any non-service connected sickness or disability, which render such Officer unable to perform the duties of his employment, shall receive accumulated sick leave with pay.

Officers shall accumulate ten (10) hours of sick leave per month for each month of service, per Takoma Park City Code Chapter 4.04, Article 6. Use of sick leave shall be in accordance with General Order 407, and City Code Chapter 4.04, Article 6.

20.2 Accumulation: Officers shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in service of the Employer, with unlimited accumulation. Upon retirement under the Takoma Park Police Pension Plan, the leave can be credited toward years of service for calculation of retirement benefits.

20.3 Disability Benefit - Non-Occupational: Employer shall provide disability insurance with benefits in effect on the date of this Agreement, or a substantially similar coverage.

20.4 An Officer may donate up to forty (40) hours of sick leave in any twelve (12) month period to a fellow Officer who has taken leave pursuant to the Family and Medical Leave Act and has exhausted available paid leave, provided that the donating Officer maintains a balance of one hundred sixty (160) hours of sick leave and has not been on sick leave restriction in the past twelve (12) months. The total amount of donated sick leave to any Officer may not exceed one hundred sixty (160) hours. Any donations not required by the Officer to whom leave is donated will be returned to the donors. Officers must notify Human Resources in writing of the amount of leave they wish to donate.

ARTICLE 21
LEAVES OF ABSENCE

21.1 Upon application in writing at least thirty (30) days in advance, an Officer may be granted a leave of absence without pay and not to exceed one (1) year for valid purposes. Leave without pay shall not be unreasonably denied. If denied, the reason for denial shall be given to the Officer in writing.

21.2 Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, Officers shall be returned to the position they held at the time the leave of absence was requested provided the position is available. Should the same position not be available, an Officer shall be assigned duty within the Police Department at his or her former rate of pay and rank plus any wage increases which have been implemented while the Officer was on leave until his former position becomes available.

Leave of absence will be authorized pursuant to General Order 407, paragraph 18. For grants exceeding ninety (90) days, the Chief of Police may require the Officer to waive reinstatement rights and privileges to the position vacated. Officers must reapply for leave of absence every ninety (90) days.

ARTICLE 22
OVERTIME

22.1 Rate of Pay: Time and one-half (1-1/2) the officer's regular hourly rate of pay, shall be paid for work under any of the following conditions:

(a) All leave with pay shall be considered time worked in the computation of overtime, including sick leave.

(b) In any two (2) week pay period, if a bargaining unit employee receives less than four (4) days off, for any reason, on the second or any subsequent regular day off that they are required to work in that pay period, the employee will be paid at two (2) times their regular hourly pay rate. Additionally, any employee required to work seven (7) consecutive days will be paid at two (2) times their regular hourly rate of pay for the seventh (7th) day.

22.2 Daily/Weekly: All work performed in excess of the regularly scheduled day/work week shall be paid the overtime rate of pay.

22.3 Overtime shall be distributed among officers in an equitable rotation cycle with consideration being given to seniority. Other areas of overtime shall be carried out pursuant to General Order 406.

22.4 Before or After Regular Hours: All required work performed before or after the scheduled work shift shall be paid at the overtime rate of pay, pursuant to General Order 406.

22.5 No Officer shall be permitted to work more than sixteen (16) consecutive hours unless an emergency, natural disaster, or other unusual circumstance requires more than sixteen (16) hours of work.

22.6 No Officer who has completed his or her regular scheduled work shift shall be required to return to work without ten (10) hours of rest, unless required under Section 22.5.

22.7 An Officer who is assigned to and who completes a regularly scheduled nightshift, and who is required to attend either or both the morning and afternoon dockets, shall not be required to return to work without eight (8) hours off, calculated from the time that the Officer clears court.

22.8 While in an on-call status, detectives will receive $200.00 weekly on-call pay. Detectives in backup on-call status will receive $100.00 weekly on-call pay.

22.9 Compensatory Time

(a) At the option of the Officer and with the approval of the supervisor compensatory time may be earned at the rate of one and one-half (1-1/2) hours for every overtime hour worked. In cases where double time or a higher rate of overtime applies, that rate will apply to compensatory time earned.

(b) Officers may accrue compensatory time in lieu of monetary payment only when the Officer agrees to accept compensatory time in advance of working the overtime hours.

(c) Officers may not accrue compensatory time in excess of 80 hours. Overtime worked which would cause a person's compensatory balance to exceed 80 hours shall be paid.

(d) Use of compensatory time will follow the established procedures for use of annual leave. Leave request forms will be used to request and gain approval for use of compensatory time.

(e) Upon termination of employment, an Officer will be paid for unused compensatory time up to the 80 hours authorized.

ARTICLE 23
HOURS OF WORK

23.1 Regular hours: The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period, pursuant to Department Rule 13.

23.2 Work Week: It is recognized that the Employer may change work schedules in effect at the time this Agreement was negotiated. At the determination of the Employer or a request for alternative work schedules by the Union, the parties agree to meet and exchange views about such changes prior to their implementation.

Such exchanges of views shall not constitute a management waiver of any rights afforded by this Agreement or applicable law. Should no agreement be reached, a grievance may be filed.

23.3 Officers shall receive yearly work schedules by January 10 of the upcoming year so as to be able to plan their activities for the year.

23.4 Work Schedule: Work schedules showing the Officers' shifts, work days, and hours shall be posted on all Department bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed without ten (10) days prior notice to and discussion with the Union *i.e.*, transfers, temporary assignments, unless waived by mutual agreement.

23.5 All full-time Officers called in to work prior to the start of a shift shall be guaranteed a minimum of two (2) hours pay at the overtime rate of 1-1/2 times hourly wage. All overtime shall be governed pursuant to General Order 406. This Section 23.5 does not apply to court time, which is addressed in Article 31 of this Agreement.

Full-time Officers required to work for a period of time not adjacent to their work day shall be paid for the time actually worked at the rate of one and one-half (1-1/2) times their hourly rate and for the actual travel time, [with a maximum of thirty (30) minutes each way travel time], but in no event shall an Officer be paid for less than two (2) hours.

The Employer agrees not to assign supervisory personnel to perform the work of bargaining unit personnel solely to avoid the payment of overtime to unit members, nor change the schedules of any Officer solely to avoid the payment of overtime.

23.6 The Employer agrees to schedule meetings with the Union, including but not limited to grievance meetings/hearings, arbitrations, negotiations and Labor-Management meetings during normal working hours. Bargaining unit member participants at these meetings shall suffer no loss of pay or benefits nor be discriminated against in any other way for attending or participating in the aforementioned meetings.

23.7 Officers shall be allowed to take up to two (2) hours off with pay to vote on any day an election for public office is held and on any day a primary election to select candidates for elective office is held.

Voting time is not chargeable to any accrued leave time.

An Officer must be a registered voter in order to qualify for this time off.

ARTICLE 24
HEALTH AND WELFARE BENEFITS

24.1 Group Health coverage will be offered to Officers that is identical to the package of Group Health coverage offered to all of the Employer's employees. This will include a choice of a PPO or an HMO.

24.2 The coverage available shall be that set forth in the group insurance contract between the Employer and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The Group Health coverage shall be governed in all aspects in accordance with the contract between the Employer and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Officers who elect to be covered must participate in accordance with such option(s) as may be designated by the Employer.

24.3 For a regular full time Officer who selects the base HMO option, the Employer shall pay 100% of the actual annual premium cost for single coverage and 80% of the actual annual premium cost for two persons or family coverage. Part-time Officers will receive a *pro-rata* payment toward the actual premium cost based on the hours that they work. For an Officer who selects the PPO option, the Employer will pay the amount it would pay if the Officer selected the base HMO option.

24.4 The Employer and the Union will attempt to ensure that benefits under this Section are not reduced during the term of this Agreement. If, during the term of this Agreement, the Employer contemplates changes in the Group Health Package in effect at such time, the Employer will submit to the Union, in writing at least thirty (30) calendar days prior to their effective date, a description of such changes and, upon request, negotiate with the Union over such changes.

24.5 The Employer will create an informal committee composed of two (2) members each of management, the Union, AFSCME Local 3399, and non-union employees, to explore health care cost containment methods.

24.6 The Employer will make a contribution to an Officer's Deferred Compensation Plan (457 Plan) that is equal to the amount it would pay for an Officer's

single coverage premium cost if an Officer provides evidence of coverage of health insurance from a source other than the Employer.

24.7 The Employer will pay 100% of the actual premium cost of Dental and Vision for single coverage and 80% of the actual premium cost for two persons or family coverage.

ARTICLE 25
PENSION

All Officers will participate in the Takoma Park Police Pension Plan.

ARTICLE 26
SAFETY AND HEALTH

The Union and the Employer in order to promote cooperation, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each) be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places not to exceed a calendar quarter basis so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to safety. Such meetings shall not be for the purpose of initiating or continuing collective bargaining or in any way to modify, add to, or detract from the provisions of this Agreement. Joint Labor Management Safety and Health meetings will be scheduled at mutually agreeable times during normal working hours, on a quarterly basis.

ARTICLE 27
CLOTHING & EQUIPMENT ALLOWANCE

Officers shall be provided a basic issue of uniforms and equipment. Officers shall not be entitled to a Clothing and Equipment allowance during their first year of service. For Officers who have completed one year of service, an equipment and clothing allowance of $1,500.00 will be paid not later than the second pay period of August of each year.

The Employer will provide officers with a ballistics vest and carrier as part of their initial issue and will replace vests and carriers as needed, based on the Employer's replacement policy. Replacement vests will be at no cost to the Officers.

ARTICLE 28
PAY

28.1 Differentials: Officers shall be paid a shift differential of one dollar and fifty cents ($1.50) per hour for any work performed during the hours of 4 PM and 8 AM. Any Officer whose shift begins between the hours of 4 PM and 6 AM, and who is subsequently required to work past 8 AM, shall continue to receive the shift differential for all hours worked. Officers required to start work between 6 AM and 8 AM shall receive up to two (2) hours of shift differential pay for the period worked between 6 AM and 8 AM.

28.2 A freeze of Pay increases shall occur only due to legitimate, documented fiscal problems. A freeze of Pay increases shall occur only as a last resort, and when no other reasonable way exists for relief from the fiscal crisis. Such fiscal problems shall be thoroughly discussed with the Union. In the event that Pay increases are granted to members of another bargaining unit during the term of this Agreement, then the Officers covered by this contract shall also receive Pay increases.

28.3 Should the parties be unable to reach agreement over compensation issues, either side may declare an impasse and submit to mediation and arbitration as provided for in the Takoma Park City Code.

ARTICLE 29
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the Court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 30
MEAL AND REST PERIODS

30.1 Meal and rest periods shall be taken in accordance with the past practice of the department in accordance with Department Rule 13.

30.2 Meal periods may be taken up to two (2) miles outside the City limits, if an Officer reports his or her location to Dispatch.

ARTICLE 31
COURT TIME

Any Officer called to attend court proceedings outside of his regularly scheduled shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1-1/2).

ARTICLE 32
TRAINING PROGRAM

32.1 The Employer shall provide ample opportunity for Officers in lower job classifications to cross-train in preparation for other job assignments for the advancement into higher classifications, in accordance with General Order 403.

32.2 If any technological change should alter the job task and/or skills required of any Officer in the performance of his or her job, or if any technological change permanently displaces any Officer in the performance of his or her job, the Employer agrees to provide training at the Employer's expense, to the Officer for the job resulting from such technological change or another equivalent job which the Employer has available within the Union's jurisdiction, or for any other equivalent job opportunity with the Employer. Such training will include, but is not limited to, instruction and practice in the safe and effective operation of equipment, at the same or greater pay rate.

32.3 Officers attending training schools shall be compensated as they have been in the past for the duration of this Agreement.

ARTICLE 33
COLLEGE TUITION ASSISTANCE PROGRAM

A College Tuition Assistance Program shall be offered to Officers as outlined in Takoma Park City Code Section 4.04.720.

ARTICLE 34
MILITARY SERVICE

34.1 Officers entitled to leave for military service will be provided such leave and reemployment following such leave in accordance with federal, state and local law.

34.2 Military furlough is the placement of an Officer in a non-pay and non-work status, while the Officer is on active military service. An Officer is placed on military furlough when he or she enters active service in the armed forces of the United States, the U.S. Coast Guard, or the Public Health Service during any period in which persons are liable for involuntary induction into the armed services.

34.3 An Officer returning from military furlough will be given reemployment rights and will be entitled to be restored to the position which he or she left, or to one of like status and pay, provided such a position is available. Seniority upon reemployment will be based on the date of the Officer's employment prior to entry into active military service.

34.4 In order to qualify for reemployment, the following requirements must be met: (i) the Officer is separated from service under honorable conditions or received a certificate of satisfactory service, (ii) the Officer applies for reemployment within ninety (90) days after military discharge, or within ninety (90) days after hospitalization, if such hospitalization immediately follows military discharge, and if such hospitalization is for a period of not more than two (2) years, and (iii) the Officer is still capable of performing the duties of the position which he or she left, or a comparable one. If the returning Officer meets the first and second requirements listed above but is not able to perform the duties of the position he or she left, or a comparable one, he or she shall be offered a position which he or she is capable of performing, provided a position is available.

34.5 Officers who are called for active military service shall be paid for all accrued leave to their credit at that date. The Officer, at his or her discretion, may elect not to be paid for accrued leave, but to leave it to his or her credit for use upon returning to employment.

ARTICLE 35
CONTRACTING OUT

Officers who have completed the probationary period shall not be terminated from employment for lack of work as the result of outside contractors or temporary Officers carrying out the duties normally performed by said Officers.

ARTICLE 36
PERSONNEL FILES

36.1 Officers covered by this Agreement shall have a right to see and make copies of their complete personnel files within seventy-two (72) hours of any written request to do so. The only valid file for purposes of promotion, discipline, etc., shall be the file maintained by the Chief of Police and kept in Human Resources.

36.2 Officers have the right to respond in writing to any information contained in their personnel file.

36.3 Inspections of personnel files shall be in accordance with the LEOBR. Performance evaluations will be permanently maintained in the personnel file. Disciplinary actions will be maintained in the personnel file subject to the time limits and

conditions contained in Article 15, Discipline, at which time the Officer may request the action be removed from the personnel file. Whenever a supervisor documents a shortcoming, the affected Officer will be allowed to comment (in writing) on a counseling form, a copy of which will be supplied to the Officer. The counseling form will be maintained in the Officer's personnel file for two years. After two years, the Officer may request the counseling form be removed. Letters of reprimand or findings of guilt by a Trial Board will be maintained in the personnel file.

36.4 The Union shall have the right to make reasonable requests to review personnel files when written authorization has been obtained from the affected Officer. Notice must be given at a maximum of seventy-two (72) hours in advance. The file will be inspected in the presence of the Chief of Police or his designee.

36.5 A copy shall be sent to the Officer of all information that is placed within the personnel file.

ARTICLE 37
NOTICE TO OFFICERS

37.1 This Article shall apply to the following written notice to Officers from the Employer:

Disciplinary Action
Termination
RIF Notices
Demotion
Promotion
Reduction-in-Salary

37.2 The notices to Officers identified above shall contain the following language at the bottom of the last page of the document:

NOTICE TO BARGAINING UNIT EMPLOYEES

You are entitled to be represented in this matter by UFCW Local 400 (Union). If you wish a copy of this document sent to the Union, indicate by checking the appropriate space below:

_____ I do wish the Union to receive this document.
_____ I do not wish the Union to receive this document.

_____
Employee's Signature Date

_____
Employee's Address

ARTICLE 38
MAINTENANCE OF BENEFITS

All benefits and rights established by law, regulation or written rule or policy, as currently provided by the Employer to Officers, except as modified by this Agreement, shall remain in effect.

ARTICLE 39
FAMILY MEDICAL LEAVE

The Employer will provide leave to Officers who are eligible for leave under the federal Family and Medical Leave Act, consistent with the provisions of that law.

ARTICLE 40
MULTILINGUAL PAY DIFFERENTIAL

40.1 Skill Levels:

Basic skill level	$1.00
Advanced skill level	$1.50

40.2 Basic Skills: Basic skills are defined as those skills primarily required for signing or oral communication and comprehension such as those used in conversation with clients and citizens.

40.3 Advanced Multilingual Skills: Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension.

40.4 Certification: Prior to becoming eligible for the pay differential, the Officer must successfully pass a language certification examination administered through the Employer's Human Resources Office. Testing will consist of a performance examination for those officers who claim basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those Officers claiming advanced skills. This program will not be administered in an arbitrary, capricious or a discriminatory manner. The appropriateness of an Officer's language pay differential will be re-evaluated, as needed, based on the officer's use of the language skills.

40.5 Compensation: Compensation is determined by the officer's certified language skill level. Compensation is paid for all hours actually worked during the pay period. Officers certified at the basic skill level will receive $1.00 per hour for all hours

actually worked. Officers certified at the advance skill level will receive $1.50 per hour for all hours actually worked.

40.6 Transfer: It is recognized that once an Officer is designated in a skill level, he or she may be transferred to an assignment where the skill is needed in accordance with the contract.

ARTICLE 41
TAKE HOME VEHICLES

The Employer will provide Take Home Vehicles for Officers who meet other criteria as outlined in General Order 426. Due to the current inventory of vehicles, this program will of necessity be phased in over some period of time. All Officers must successfully complete their probation period to be eligible for participation in the Take Home Vehicle Program. Officers who do not have take home vehicles and who have completed probation will receive an annual vehicle allowance of $3,000, paid not later than the second pay period of August of each year.

ARTICLE 42
CANINE CARE

42.1 Officers who are dog-handlers are responsible for the proper caring, grooming, feeding and exercising of the dogs assigned to them. One hour per day outside of normal working hours is considered sufficient for these activities. If circumstances require more than one hour in a day, the Chief of Police must approve the additional time in order for an Officer to be compensated for that time.

42.2 Officer dog-handlers will receive a weekly stipend of $100.00 for dog care.

42.3 Canine unit dogs are owned by the City and any specialized training, food, equipment, or veterinary care for dogs is supplied by the City.

ARTICLE 43
WAGES

The Employer and the Union agree that there shall be no pay adjustments for Officers pursuant to this Article 43 during fiscal year 2015, except as provided in sections (a) – (c) of this paragraph and pursuant to Article 44 of this Agreement:

(a) An Officer who receives an evaluation rating of "Meets Requirements" in fiscal year 2015 will receive either an increase of:

(i) 1.6% in the wage rate paid in fiscal year 2015, if the Officer is below the Market Rate midpoint for the Officer's position; or

(ii) 1.1% in the wage rate paid in fiscal year 2015, if the Officer is at or above the Market Rate midpoint for the Officer's position.

(b) An Officer who is below the Market Rate midpoint for the Officer's position, and who is rated "Distinguished" during the fiscal year 2015 will, in addition to the increase in (a)(i) above, receive an additional 1.0% increase, for a total increase of 2.6% in the wage rate paid in fiscal year 2014.

(c) An Officer who is at or above the Market Rate midpoint for the Officer's position, and who is rated "Distinguished" during the fiscal year 2014 will, in addition to the increase in (a)(ii) above, receive an additional 1.0% increase, for a total increase of 2.1% in the wage rate paid in fiscal 2014.

43.1 Wage Increases

All Officers hired on or before July 1, 1999, will receive wage increases on July 1st of each subsequent year.

All Officers hired after July 1, 1999, will receive wage increases on their anniversary date of employment.

43.2 Advance in a Grade

All Officers regardless of their date of hire will advance in a grade as described below.

(a) Cadet (Grade 1) to Private (Grade 2) - Upon graduation from a Police Academy;

(b) Private (Grade 2) to Private First Class (Grade 4) - Upon satisfactory completion of eighteen (18) months in Grade 2, or, upon satisfactory completion of twelve (12) months if a lateral hire;

(c) Private First Class (Grade 4) to corporal (grade 5) - Upon completion of twenty-four (24) months in Grade 4, maintaining satisfactory evaluations, satisfactory completion of testing and providing a vacancy for Corporal exists.

43.3 Upon being promoted, an Officer will be placed in the next highest wage step of the new grade not less than 6% higher than the Officers current salary.

43.4 Regardless of an Officer's promotion date, all Officers will continue to receive wage increases in accordance with 43.1 and 43.2 above.

43.5 Officers will receive increases as follows in accordance with 43.1 and 43.2 above.

(a) Satisfactory performance: An Officer whose performance evaluated as "Meets Requirements" will receive an increase equal to the percentage of the annual market adjustment as determined by the twelve (12) month percent of change in the annual Wage and Salaries Employment Cost Index (ECI) for State and Local Government as of each December, or 0.0% whichever is greater.

(b) Distinguished performance: An Officer whose performance is evaluated as "Distinguished" and is reviewed and approved by the City Manager will receive an increase equal to the percentage of the annual market adjustment, plus an additional amount to be determined by the City Council during the annual budget process, based upon the fiscal health of the Employer and taking into account changes in wages as reported in the annual ECI.

(c) The ECI will be obtained from the Bureau of Labor Statistics.

43.6 It is recognized that the changing conditions in law enforcement may result in the need to modify evaluation criteria from time to time; however, management will provide opportunity for input from Officers when this occurs in the development of individual work plans. It is also recognized that adjustments may be made in work plans during the evaluation period during conferences between supervisors and Officers. These adjustments are normally expected to be mutually agreeable. In all cases, Officers have the right to grieve evaluation criteria.

ARTICLE 44
WAGE REOPENER

The Union and the Employer agree that either party may reopen the Agreement by providing notice of the intent to do so by October 1 of each year for negotiation of Wages under Article 43 for the following fiscal year. The parties further agree that within a reasonable period of time following completion of the Market Study conducted in 2014, they will meet and discuss adjustments in wages, if any, resulting from the information obtained in the Market Study.

ARTICLE 45
DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2014, and shall remain in full force and effect until June 30, 2017. IN WITNESS WHEREOF, the City Manager of the City of Takoma Park, the Employer, and the United Food and Commercial Workers Union, Local 400, the Union, caused the Agreement to be executed in the respective names and attested by their duly authorized officers, this ____ day of _____, _____.

THE CITY OF TAKOMA PARK:

1-27-15

Brian Kenner — Date
City Manager

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400:

1/28/15

Mark P. Federici — Date
President