

FROM	Deborah F. Moore-Carter, Labor Commissioner <i>DJM</i>	
NAME & TITLE		
AGENCY NAME & ADDRESS	Office of the Labor Commissioner 417 East Fayette Street, Suite 1405	
SUBJECT	<b>Memorandum of Understanding FOP Unit I, FY 2014-2016</b>	
		CITY OF <b>BALTIMORE</b>  <b>MEMO</b> (410) 396-4365
DATE: January 15, 2015		

TO

Honorable President and Members  
of the Board of Estimates

Dear Mr. President and Members:

**ACTION REQUESTED OF THE BOARD OF ESTIMATES:**

The notation of the Board of Estimates is requested on the attached Memorandum of Understanding (MOU) covering FY 2014-2016 between the City of Baltimore, the Baltimore City Police Department and the:

**Fraternal Order of Police, Inc. Unit I,  
Police Officers, Police Agents and Flight Officers**

**AMOUNT AND SOURCE OF MONEY:**

Wage increases for employees covered by the MOU are included in the budget for the Baltimore Police Department

**BACKGROUND AND EXPLANATION:**

In accordance with the Municipal Employees Relations Ordinance (MERO), the Office of the Labor Commissioner has concluded negotiations with the Fraternal Order of Police, Unit I. The results of the negotiations have been reduced to writing in the form of the attached Memorandum of Understanding covering Fiscal Years 2014-2016.

The Memorandum of Understanding has been reviewed for form and legal sufficiency by the Baltimore City Police Department's Legal Affairs Office.

**MBE/WBE PARTICIPATION:** N/A

**BALTIMORE CITY RESIDENTS FIRST (BCRF):**

BCRF applicable:  yes  no

If not, why:  Other (FOP Unit I)

BCRF Certification Statement completed and returned to Agency:  yes  no

**LABOR COMMISSIONER:**

*Deborah F. Moore-Carter 1-13-14*

Deborah F. Moore-Carter

Date

**NOTED BY THE BOARD OF ESTIMATES:**

*Bernie St. Taylor*

Clerk

JAN 21 2015

Date

DFMC:bmr

Attachment (MOU)

cc: Andrew Smullian  
Anthony Batts  
Henry Raymond  
Gene S. Ryan

**MEMORANDUM OF UNDERSTANDING**

*between*

**THE BALTIMORE CITY POLICE DEPARTMENT**

*and the*

**BALTIMORE CITY LODGE NO. 3,  
FRATERNAL ORDER OF POLICE, INC.  
UNIT I**

**POLICE OFFICERS, POLICE AGENTS AND FLIGHT OFFICERS**

**FISCAL YEARS 2014-2016**

**TABLE OF CONTENTS**  
**BALTIMORE CITY POLICE DEPARTMENT and**  
**BALTIMORE CITY LODGE NO. 3, UNIT I**

<b>DECLARATION OF PRINCIPLE, POLICIES, AND PURPOSES</b>	
<b>ARTICLE 1</b>	<b>1</b>
<b>RECOGNITION</b>	
<b>ARTICLE 2</b>	<b>1</b>
<b>CHECK-OFF</b>	
<b>ARTICLE 3</b>	<b>2</b>
<b>LODGE SECURITY</b>	
<b>ARTICLE 4</b>	<b>2</b>
<b>MANAGEMENT RIGHTS</b>	
<b>ARTICLE 5</b>	<b>2</b>
<b>NON-DISCRIMINATION</b>	
<b>ARTICLE 6</b>	<b>3</b>
<b>GRIEVANCE AND ARBITRATION PROCEDURE</b>	
<b>ARTICLE 7</b>	<b>5</b>
<b>LODGE REPRESENTATIVES</b>	
<b>ARTICLE 8</b>	<b>5</b>
<b>VACATIONS, HOLIDAYS, DAYS OFF AND SPECIAL LEAVE</b>	
<b>ARTICLE 9</b>	<b>12</b>
<b>SAFETY</b>	
<b>ARTICLE 10</b>	<b>13</b>
<b>HEALTH AND WELFARE</b>	
<b>ARTICLE 11</b>	<b>14</b>
<b>OVERTIME AND HOURS OF WORK</b>	
<b>ARTICLE 12</b>	<b>16</b>
<b>COMPENSATION</b>	
<b>ARTICLE 13</b>	<b>17</b>
<b>SECONDARY EMPLOYMENT</b>	
<b>ARTICLE 14</b>	<b>19</b>
<b>COURT TIME</b>	
<b>ARTICLE 15</b>	<b>19</b>
<b>PROTECTION AGAINST LIABILITY</b>	
<b>ARTICLE 16</b>	<b>20</b>
<b>DISCIPLINE</b>	

<b>ARTICLE 17</b>	<b>25</b>
<b>UNIFORMS AND CLOTHING</b>	
<b>ARTICLE 18</b>	<b>26</b>
<b>APPOINTMENT TO POLICE AGENT</b>	
<b>ARTICLE 19</b>	<b>26</b>
<b>DISABILITY</b>	
<b>ARTICLE 20</b>	<b>26</b>
<b>JOINT LABOR-MANAGEMENT LIAISON COMMITTEE</b>	
<b>ARTICLE 21</b>	<b>26</b>
<b>BULLETIN BOARDS AND COMMUNICATION</b>	
<b>ARTICLE 22</b>	<b>27</b>
<b>ADMINISTRATIVE LEAVE FOR LODGE REPRESENTATIVES</b>	
<b>ARTICLE 23</b>	<b>28</b>
<b>NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT</b>	
<b>ARTICLE 24</b>	<b>28</b>
<b>WORKING CONDITIONS</b>	
<b>ARTICLE 25</b>	<b>30</b>
<b>PROMOTIONS AND TRANSFERS</b>	
<b>ARTICLE 26</b>	<b>31</b>
<b>PROPERTY REIMBURSEMENT</b>	
<b>ARTICLE 27</b>	<b>31</b>
<b>MEDICAL LEAVE POLICY</b>	
<b>ARTICLE 28</b>	<b>37</b>
<b>LAYOFFS</b>	
<b>ARTICLE 29</b>	<b>38</b>
<b>PERSONAL PRONOUNS</b>	
<b>ARTICLE 30</b>	<b>38</b>
<b>PRESERVATION OF BENEFITS</b>	
<b>ARTICLE 31</b>	<b>38</b>
<b>PRINTING OF MEMORANDUM</b>	
<b>ARTICLE 32</b>	<b>38</b>
<b>SEVERABILITY</b>	
<b>ARTICLE 33</b>	<b>39</b>
<b>DURATION</b>	

<b>ADDENDUM A</b>	<b>41</b>
<b>HEALTH &amp; WELFARE BENEFITS</b>	
<b>ADDENDUM B</b>	<b>57</b>
<b>SALARY SCHEDULES</b>	
<b>ADDENDUM C</b>	<b>60</b>
<b>SECONDARY EMPLOYMENT</b>	
<b>ADDENDUM D</b>	<b>61</b>
<b>ADMINISTRATIVELY CLOSED IAD CASES</b>	
<b>ADDENDUM E</b>	<b>62</b>
<b>REASONABLE SUSPICION FOR DRUG TESTING WHILE INVESTIGATING CASES OF DEADLY FORCE</b>	
<b>ADDENDUM F</b>	<b>63</b>
<b>PAYMENT FOR COURT APPEARANCES (RETIRED POLICE OFFICERS)</b>	
<b>ADDENDUM G</b>	<b>64</b>
<b>LEAVE FOR LODGE REPRESENTATIVES</b>	
<b>ADDENDUM H</b>	<b>65</b>
<b>BREAKING TIES FOR PROMOTIONS</b>	
<b>ADDENDUM I</b>	<b>66</b>
<b>RETIREE HEALTH CARE PREMIUMS</b>	
<b>ADDENDUM J</b>	<b>67</b>
<b>NEIGHBORHOOD PATROL BUREAU SCHEDULE</b>	
<b>ADDENDUM K</b>	<b>74</b>
<b>RECRUITMENT AND TRAINING</b>	
<b>ADDENDUM L</b>	<b>75</b>
<b>GRIEVANCE AND ARBITRATION AND RECRUITMENT</b>	
<b>ADDENDUM M</b>	<b>76</b>
<b>WAGE REOPENER</b>	

**MEMORANDUM OF UNDERSTANDING**  
**BALTIMORE CITY POLICE DEPARTMENT and**  
**BALTIMORE CITY LODGE NO. 3, FRATERNAL ORDER OF POLICE, UNIT I**

***DECLARATION OF PRINCIPLE, POLICIES, AND PURPOSES***

It is the intent and purpose of the Baltimore City Lodge No. 3, Fraternal Order of Police, Inc. ("Lodge") and the Baltimore City Police Department ("Employer" or "Department") to promote and improve the efficiency of the operations of the City of Baltimore and the Baltimore Police Department. In order to render the most efficient public service to the citizens of the City, the Lodge and Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee relations in the public service requires a clear statement of wages, hours and working conditions and of the respective rights and obligations of labor and management and requires a mechanism for the peaceful and equitable resolution of differences which may arise. For these purposes the parties enter into this Memorandum of Understanding ("Memorandum").

**ARTICLE 1**  
***RECOGNITION***

Pursuant to the provisions of the Municipal Employee Relations Ordinance, Article 1, Sections 119-137 of the Baltimore City Code (1983 Replacement Volume, as amended) and the Code of Public Local Laws of Baltimore City, Section 16-8A, the Employer recognizes Baltimore City Lodge No. 3, Fraternal Order of Police, Inc. as the sole and exclusive representative of Unit I, all sworn police personnel below the rank of Sergeant, with the exception of (a) those employees determined to be confidential by the Labor Commissioner in accordance with the Municipal Employee Relations Ordinance and (b) probationary employees. Solely for the purposes of this Memorandum and Lodge membership and representation, "probationary employee" means any sworn employee who has not completed entrance level training, and this in no way modifies the probationary period as defined in Section 16-10 (e) (2) of the Code of Public Local Laws of Baltimore City or the Law Enforcement Officers' Bill of Rights.

**ARTICLE 2**  
***CHECK-OFF***

The Employer agrees to deduct Lodge dues and service fees from the pay of any eligible employee whom it is certified to represent and who authorizes such deductions in writing pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Lodge within fourteen (14) days of said deduction. The Employer agrees to supply the Lodge or its designee with a dues and service fee deduction computer printout on a quarterly basis throughout the term of this Memorandum. Said printout shall include each individual's name, address, workplace, annual salary, and amount deducted per pay period. Charges for deducting the cost of

Lodge-sponsored programs, if any, shall be in accordance with city-wide policies currently in effect.

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

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

Pursuant to the Municipal Employee Relations Ordinance, no other employee organization, within the meaning of the first sentence of Section 120 (d) of the Ordinance, shall be entitled to check off dues and service fees.

### **ARTICLE 3 LODGE SECURITY**

All eligible employees covered by this Memorandum of Understanding (a) who are employed after July 1, 1984 and elect not to join or remain members of the Lodge or (b) who were employed prior to July 1, 1984 and had previously executed membership or dues authorization cards as members of said Lodge, but hereinafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to the Lodge in an amount not to exceed the then current Lodge dues in order to defray the costs incurred by the Lodge in the negotiation, administration and implementation of the terms of the Memorandum, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators, in the processing of grievances, and in any and all other proceedings and matters for which the Lodge is the employees' exclusive representative as a result of its certification.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Subject to the provisions of this Memorandum, the Employer shall have all of the rights set forth in Article 1, Section 123 of the Baltimore City Code (1983 Replacement Volume, as amended), Article II, Section 27 of the Baltimore City Charter (1996 Edition) and the Code of Public Local Laws of Baltimore City, Subtitle 16, Police Department, which provisions are incorporated herein by reference.

### **ARTICLE 5 NON-DISCRIMINATION**

The provisions of this Memorandum shall be applied equally to all employees in the bargaining unit for which the Lodge is the certified representative without discrimination as to age, sex, marital status, race, creed, color, national origin, political affiliation, disability as

defined in the Americans with Disabilities Act (ADA), or sexual orientation.

## **ARTICLE 6** ***GRIEVANCE AND ARBITRATION PROCEDURE***

A. Subject to any limitation of existing law, any grievance, defined in the Municipal Employee Relations Ordinance at Section 120 (f) as a dispute concerning the application or interpretation of the terms of this Memorandum of Understanding or a claimed violation, misrepresentation or misapplication of the rules or regulations of the Employer affecting the terms and conditions of employment, may be settled in the following manner:

### **STEP 1:**

A grievance may be initially filed orally with the aggrieved employee's immediate supervisor within thirty (30) calendar days from the event or when the aggrieved employee should have reasonably known of the grievance. The designated Lodge Representative may represent the employee in presenting the grievance. The parties shall attempt to resolve the grievance informally. Consultation with second level supervision is permissible provided all parties agree.

### **STEP 2:**

If not resolved at Step 1, the grievance shall be filed in writing with the District Section, or Unit Commander. (The "Sections" or "Units" referred to in this paragraph are the Police Commissioner's Staff, Divisions, and Sections, the Staff, Sections, and Units of the Deputy Commissioners, and the Sections within the Investigation and Intelligence Bureau, Neighborhood Patrol Bureau, Management Services Division, and Professional Standards and Accountability Bureau). The writing shall state generally the substance of the grievance and identify the aggrieved employee. The parties shall meet within seven (7) days of the filing of the grievance at this step to discuss its substance. The District or Unit Commander shall give his decision in writing within seven (7) working days after the aforesaid meeting.

### **STEP 3:**

If not resolved at Step 2, the grievance may be presented to the relevant Division Chief (Neighborhood Patrol Bureau, Management Services Division, Investigation and Intelligence Bureau and Professional Standards and Accountability Bureau,), who shall meet with the designated Lodge Representative and the aggrieved party within ten (10) working days after the grievance has been denied, and shall give his answer in writing within ten (10) working days of this meeting.

**Special Provision - STEP 3:**

Within thirty (30) days of an alleged grievance, the Lodge is authorized to present said grievance at this step if the grievance affects a significant number of employees in more than one (1) District, Section, or Unit. Should this provision be used, the affected Division Chief will meet with the Lodge Representative(s) within ten (10) working days of the filing of said grievance and will provide, in writing, an answer within fourteen (14) days following the aforementioned meeting.

**STEP 4:**

If the grievance is not resolved at Step 3, the grievance may be presented to the Police Commissioner or designee who shall meet with the designated Lodge Representative(s) within ten (10) working days of the denial and shall give his response within fourteen (14) working days of the meeting.

**STEP 5:**

- a) If a grievance has not been satisfactorily resolved at Step 4, the Lodge may, within ten (10) working days of the completion of Step 4, initiate arbitration by written notice to the Police Commissioner and the Labor Commissioner of the Lodge's decision to arbitrate.
- b) Within five (5) working days after receipt of the notice, the parties shall attempt to agree upon an arbitrator. If such attempts fail, within ten (10) working days after receipt of a panel of seven (7) names obtained from the Federal Mediation and Conciliation Service upon the request of either party, the parties shall alternately strike names from that panel until one (1) name remains. That person shall be the arbitrator.
- c) Briefs shall be filed only if the arbitrator determines they are necessary.
- d) The arbitrator's decision shall be final and binding on all parties.
- e) The Employer cannot present a grievance to the arbitration step.
- f) The cost of any arbitration proceedings under this Memorandum shall be equally divided between the Department and the Lodge.
- g) Saturdays, Sundays and legal holidays shall not be counted in computing time limits.

B. The Lodge shall be the exclusive representative in all grievance matters, except that an employee may represent himself as provided in Section 124 (c) of the Municipal Employee Relations Ordinance, and except that if a grievance has not been resolved in Step 1, an aggrieved employee may request, upon notice in writing within five (5) calendar days

after conclusion of Step 1, that the grievance be submitted to the Personnel Service Board in accordance with the provisions of Section 16 of the Code of Public Laws of Baltimore City.

If the employee makes such a request, he shall be deemed to have waived his right to have his grievance processed through Steps 2-4 hereof. Section 124 (c) of the Municipal Employee Relations Ordinance shall apply to any adjustment of an employee's grievance by the Department or the Personnel Service Board pursuant to this paragraph.

C. All grievances in writing shall be filed on a form developed jointly by both parties. The grieving party shall retain a copy of the grievance form submitted.

D. It is agreed that the arbitrator is not empowered to hear, reverse, remand, set aside or in any way modify a judgment in a disciplinary proceeding. Such judgment shall continue to be appealable only in accordance with the procedures set forth in the Law Enforcement Officers' Bill of Rights.

## **ARTICLE 7** ***LODGE REPRESENTATIVES***

A. The Lodge may appoint representatives in the Department as follows:

One (1) in each District of the Neighborhood Patrol Bureau  
One (1) in the Special Operations Section  
One (1) in the Investigations and Intelligence Bureau  
One (1) in the Professional Standards and Accountability Bureau  
One (1) in the Management Services Division  
One (1) Employee at Large

B. A written list of Lodge Representatives shall be furnished to the Department immediately after their designation and the Lodge shall notify the Department promptly of any change of such representatives.

C. After appropriate notice to his Commanding Officer, a Lodge Representative shall be granted reasonable time off during working hours with pay when he is engaged in processing (investigating and presenting) a grievance under Article 6 of this Memorandum, and where it will not interfere with the operations of the Department.

## **ARTICLE 8** ***VACATIONS, HOLIDAYS, DAYS OFF AND SPECIAL LEAVE***

A. Whenever employees in the bargaining unit are required to work on any day they are entitled to observe as a legal holiday as designated by departmental directive, they shall be granted a day in lieu thereof within sixty (60) days before or after such holiday, unless provisions of Article 8, Section I.3 apply.

B. Effective January 1, 2015, employees shall receive thirteen (13) annual holidays. Maryland Day shall no longer be observed as an official holiday. Holidays, as distinguished

from vacation days, shall be equal to an employee's shift (e.g. 8 hour or 10 hour shift).

C. Holiday Leave is not subject to accrual or accumulation.

D. The above provisions also apply to employees whose regularly scheduled H days coincide with designated holidays.

E. Employees who work on the actual day for Thanksgiving, Christmas and/or New Year's shall be paid an additional four (4) hours compensation. (Five (5) hours for employees working a ten (10) hour shift).

F. Effective July 1, 2014 Personal Days (PL days) are eliminated. Any accrued but unused PL days must be used by September 30, 2014.

G. DEFINITIONS

Leave, for the purposes of this Article, is defined as:

1. Vacation Leave (V days)
2. Holiday Leave (P days)
3. Personal Leave (PL days)
4. Regular Scheduled Days Off (H days)
5. Compensatory Leave (C Hours)

H. REQUEST FOR LEAVE

1. **Leave requested prior to February 10 for the calendar year.** Employees requesting leave at the beginning of the calendar year shall designate all Vacation (V Days), and Holiday Leave (P Days) to be taken. All leave requests shall not be unreasonably denied. Leave requests submitted prior to February 10 as part of the calendar year leave request process shall be granted on the basis of seniority within rank. Any leave requests submitted pursuant to this Section which have not been approved or denied as of February 20 shall be deemed approved. All H Days connected to leave submitted and approved pursuant to this Section shall receive the same protections from cancellation as said leave.

2. **Leave requested after February 10 and leave requested before February 10 to be taken on or before February 20.** An employee's request for Vacation, Holiday or Personal Leave submitted after February 10 of any year, or requested before February 10 to be used on or before February 20 (to include a block of leave that begins on or before February 20), shall be granted on a first come, first served basis. Such leave shall be approved or denied by the member's immediate supervisor, or by the person filling that position during the supervisor's absence, within ten (10) days of submission. Any written requests for Vacation, Holiday or Personal Leave which has not

been approved or denied within 10 days of the submission shall be deemed approved.

3. In those instances where a senior police officer puts in for vacation leave and subsequently withdraws same and then decides to resubmit a request for the same leave days on or before February 10<sup>th</sup>, said leave shall be granted unless another police officer has already submitted a leave request for the same dates, regardless of the officer's seniority

#### I. VACATION LEAVE (V DAYS)

1. Employees shall be granted the same number of vacation days as in the past and consistent with the schedule which is set forth in the Administrative Manual. The rate of vacation leave accrual is based upon the eligible employee's length of continuous service and is earned at a set rate for each completed month of service.

For reference purposes, the present vacation schedule is as follows:

<b>COMPLETED YRS OF CONTINUOUS SERVICE</b>	<b>VACATION DAYS EARNED PER MONTH</b>	<b>PER YEAR FULL-TIME EMPLOYEE</b>
0 through 5	1	12
6 through 10	1 1/4	15
11 through 13	1 1/2	18
14 through 18	1 3/4	21
19 or more	2	24

Employees who work a 5 day/8 hour and 36 minute schedule shall be charged one vacation day when they take off a work day. Employees who work a 4 day/10 hour and 36 minute schedule shall be charged with 1.25 days of vacation when they take off a work day.

2. Employees' current vacation buckets will be allowed to go into the negative by one year's worth of vacation days. Employees may use such vacation consistent with usual scheduling practices. (If an employee leaves employment during the year and uses more vacation for the year than has been accrued, the employee will be required to reimburse the City for such used vacation.

A. Vacation Leave, one or more days, scheduled and approved prior to February 10<sup>th</sup> shall be cancelled only in the event of an extreme emergency declared by the Police Commissioner or the Commissioner's designee or when otherwise directed by the Police Commissioner.

These criteria shall also be followed for any other type of leave (P, PL, and H days) which is obviously scheduled in conjunction with Vacation Leave.

B. Regardless of date scheduled and approved, a vacation leave period in a block of five (5) or more days for non-patrol employees (consisting of a minimum of three (3)

Vacation days, not more than two (2) P or PL days, and excluding H days used to achieve said block) shall be cancelled only in the event of an extreme emergency declared by the Police Commissioner or the Commissioner's designee or when otherwise directed by the Police Commissioner. This shall also apply to any H days taken in conjunction with the vacation period.

3. Regardless of date scheduled and approved, a vacation leave period in a block of four (4) or more days for patrol employees (consisting of a minimum of three (3) Vacation days, not more than one (1) P or PL days, and excluding H days used to achieve said block) shall be cancelled only in the event of an extreme emergency declared by the Police Commissioner or the Commissioner's designee or when otherwise directed by the Police Commissioner. This shall also apply to any H days taken in conjunction with the vacation period.

4. It is not the intent of Section I.2 to preclude a member from making a vacation period using more than two (2) P or PL days. However, this type of vacation period would not receive the same protection against cancellation as that described in Section H.3.

5. The Vacation Leave accumulation bank for bargaining unit employees is one hundred ninety-two (192) days including any previously accrued K days through June 30, 2000. Notwithstanding any provision to the contrary, under no circumstances shall any days be accrued beyond 192 for any reason after December 31<sup>st</sup> of any calendar year.

6. Effective January 1, 2015, vacation leave accumulation for all current employees shall be capped at one hundred twenty-five (125) days. Employees who have already accrued 192 vacation leave days or a number between 125 and 191 of accumulated vacation leave days as of January 1, 2015 shall maintain those days . Employees hired after January 1, 2015 may accumulate up to 45 vacation leave days.

#### J. PERSONAL LEAVE (PL DAYS) (for FY 2014 only) AND HOLIDAY LEAVE (P DAYS)

1. Personal Leave (PL days) and Holiday Leave (P days) submitted and approved and not meeting the criteria set forth in Section I.2.3 may be cancelled only for operational reasons after the employee has been given a minimum of fourteen (14) days notice.

2. Notice of cancellation given less than fourteen (14) days shall entitle the employee to an additional four (4) hours compensation at his or her regular rate of pay. (Five (5) hours for employees working a ten (10) hour shift). In addition, the employee shall receive the day back.

3. If a Holiday Leave day (P day) is cancelled, the employee shall be permitted to utilize this day within the remaining time period, as set forth in Article 8, Section A, or within sixty (60) days, whichever period is greater.

4. In the event two (2) or more employees have scheduled and approved Holiday Leave on the same day and it becomes necessary to cancel said leave, the last requested leave shall be the first cancelled, unless the employees agree otherwise.

5. When Holiday Leave cannot, for operational reasons, be granted within the specified period, the District/Unit Commander may, at his discretion, approve either an exception to the time restriction or authorize payment for the holiday at the employee's specified overtime rate.

K. SCHEDULED DAYS OFF (H DAYS)

1. An employee shall be given a minimum of fourteen (14) days' notice of any change in his or her Regular Scheduled Days Off (H days) which are not being taken in conjunction with an approved vacation as provided in Sections H.1 and I.3 of this Article. Notice given of less than fourteen (14) days shall entitle the employee to an additional four (4) hours compensation at his or her regular rate of pay (five (5) hours for employees on the 4x 10 schedule).

2. An employee who has an H Day cancelled, whether with more than 14 days' notice or otherwise, shall receive four (4) hours pay (five (5) hours in the case of employees working the 4 x 10 shift). The employee shall also have the right to take the cancelled day off if it can be scheduled within the same work period, governed by manpower constraints. If the employee is unable to reschedule the substitute day off within the same work period, the employee shall receive pay only for the cancelled day at his or her regular rate of pay for the day forfeited (i.e. 10 hours for those on the 4x10 schedule and 8 hours for those on an 8 hour schedule). This pay shall be in addition to any penalty that may be required under section 1, above.

3. An employee retains the option to request a change in his or her regularly scheduled H days within the twenty-eight (28) day work period. His or her immediate supervisor may grant the request. In that circumstance, the above provisions of this Section shall not apply

4. Regardless of the foregoing sections 1 and 2, The Employer shall have the right to designate five (5) days each year on or after February 21 (immediately following the close of the February 20 vacation period) on which all H days will be considered cancelled. Employees working on such H days will be paid time and one-half for working such days but shall have no right to take the day off. The only exception to this provision shall be for those employees who have scheduled vacation days (and any H days in conjunction with that vacation) during the annual scheduling period, who shall not have their vacation or H days cancelled on the days designated in this Section 4.

## L. SCHEDULED DAYS CHANGED OR CANCELLED

An employee's scheduled days off or approved leave shall not be changed or cancelled solely for the purpose of avoiding the payment of overtime, over the objection of the employee. This provision shall not apply if such day is cancelled for operational reasons.

## M. TRANSFERS, REASSIGNMENTS, PROMOTIONS

Changes or cancellation of leave as covered in Sections H, I and J shall not apply in cases of voluntary transfers, voluntary reassignments, promotions or disciplinary actions. Sections H, I and J of this Article cover involuntary transfers and involuntary reassignments. In cases of promotions only, Section H.1 dealing with vacation leave which has been scheduled and approved prior to February 10<sup>th</sup>, shall apply.

## N. LEAVE ORDER OF PRIORITY

When it becomes necessary, for operational reasons, to cancel previously scheduled and/or approved leave, the following order of priority for cancellation shall be adhered to:

1. PL Day - Personal Leave (eliminated July 1, 2014)
2. C Day – Compensatory Leave
3. P Day - Holiday Leave
4. V Day – Vacation Leave
5. H Day – Regular Scheduled Day Off

## O. BEREAVEMENT LEAVE

An employee shall be granted four (4) consecutive work days of leave of absence with pay for the death of a member of the employee's immediate family. The immediate family includes: Mother, Father, Sister, Brother, Spouse, registered domestic partner (as defined by the Baltimore City Code, provided the name of the domestic partner is filed on record with the Baltimore City Department of Personnel in advance), Child, Grandparent, Grandchild, Mother-in-law, Father-in-law, step or half-blood relatives, or any relative residing in the same household as the employee. These four (4) days of leave will be granted beginning either on the day of death or the work day immediately following the day of death, at the employee's request. In the event that funeral arrangements are delayed because of out-of-town travel or other extenuating circumstances, the four (4) consecutive work-day requirement shall be waived. The employee shall also be granted four (4) consecutive work days of leave of absence with pay in the event of a stillborn birth.

One (1) day's leave of absence will be authorized for the death of the employee's Aunt, Uncle, or Great Grandparent. This one (1) day leave of absence must be taken within four (4) calendar days of the date of death.

## P. PATERNITY LEAVE

Employees in the Unit shall be eligible for leave under the Family and Medical Leave

Act ("FMLA") for birth of an employee's child. The employee shall be permitted to use any accrued vacation or personal leave days, banked days, P days, VMI days, compensatory time and five (5) accrued sick leave days up to a maximum of twelve (12) weeks of FMLA leave. Time off granted in accordance with this provision will be considered leave days pursuant to the Agency's FMLA policy. This leave shall be granted unless the Police Commissioner shall declare a public emergency requiring the cancellation of all leave throughout the agency for a stated period of time after which the affected employee(s) shall be returned to paid leave as described herein.

#### Q. DONATION LEAVE

Subject to approval by the employee's Commanding Officer, an employee with banked vacation days may transfer up to two (2) vacation days per calendar year to another Unit employee (donee) who is experiencing a personal hardship, providing the following conditions are met:

1. The donee has exhausted all of his/her accrued leave including Vacation, Personal Leave, K-Days (while applicable) and Medical Incentive Days.
2. The transfer of vacation days pursuant to this program are strictly donations. Vacation days may not be transferred in exchange for cash or other remuneration.
3. The donee must be experiencing a hardship for which the transfer of days provides relief.
4. All days transferred pursuant to this provision are irrevocable transfers.
5. A donee may receive no more than 30 transferred days in any one calendar year.
6. Use of donated days by members on suspension or termination is not authorized.

Notwithstanding the above provisions, the Police Commissioner will exercise sole authority as to the continuance of this program and may terminate this program upon 30 days written notice to the bargaining unit and any affected personnel.

#### R. Payment for Unused Leave

Upon resignation, termination of employment or retirement from the Department, employees shall be paid in full for any accumulated vacation and personal leave at their regular rate of pay.

#### S. Medical Leave Bank

The Fraternal Order of Police (FOP) Medical Leave Bank hereinafter referred to as

"the Bank" will continue in effect. Membership in the Bank will be voluntary for all employees hired after June 25, 1997. All new employees who request membership in the bank will be assessed one (1) day of medical leave for deposit in the Bank.

An employee in the bargaining unit may receive a grant from the Bank only after:

1. Filing an application with the Medical Leave Bank Committee.
2. Submitting satisfactory medical evidence of the illness or injury.
3. Submitting evidence of having exhausted all accumulated leave.

The Board of Directors of the Bank shall be composed of two (2) representatives of the FOP appointed by the FOP President and two (2) representatives of the Employer appointed by the Police Commissioner.

New employees must join the Bank within the first thirty (30) days after completion of their entrance level training or lose their right to join until the next contribution period.

Employees may relinquish their membership in the Bank at any time; if they do so, however, they will lose their contribution in the Bank and will not be allowed to join again until the next contribution period.

All contributions will remain in force and cannot be returned even upon cancellation of membership.

Unused medical leave days in the bank at the end of the year shall be carried over to the next year.

On or before April 1, 2012, the Labor Commissioner will convene a labor-management committee to establish an audit system which will keep accurate records of the number of days in the leave bank and to otherwise monitor activities of the medical leave bank. For a detailed description of the Bank please refer to the brochure entitled "Baltimore City FOP Medical Leave Bank".

## **ARTICLE 9 SAFETY**

A. The Employer and the Lodge will cooperate in the enforcement of safety. Any concerns or suggestions regarding safety may be directed to the Joint Labor-Management Liaison Committee.

B. The Employer shall replace any bullet proof vest issued to an employee in the Unit immediately upon its mandatory replacement date as determined by the manufacturer of the vest. Additionally, all radio batteries shall be replaced immediately upon the expiration date as specified by the manufacturer of the battery and/or the battery is determined to be defective by a Departmental Supervisor of any rank.

## **ARTICLE 10** **HEALTH AND WELFARE**

A. For the term of this Agreement, through December 31, 2015, the parties recognize, and agree to, the Health and Prescription Drug Plan Agreement as approved by the Board of Estimates on November 7, 2012, which is attached hereto in Addendum A, along with three attachments thereto: (A) Schedule of Standard Plan Design; (B) Schedule High Option Plan Design; and (C) 2012 vs. 2013 Active Rate Comparison.

B. Effective January 1, 2008, the Employer reserves the right to adjust the percentage of the retiree's contribution for those employees who retire with less than twenty (20) years of service on or after January 1, 2008. This provision shall not apply to any employee who receives disability retirement benefit.

C. During the term of this Memorandum, the Department will continue in effect the stress management program providing services related thereto at no or nominal cost for employees and family members affected by the employees' job-related stress problems; except that if the provider contract is put up for bids, the bid specifications will be subject to the approval of both the Lodge and the Department prior to their submission to the Bureau of Purchases or Board of Estimates. In the event the Lodge or the Department is dissatisfied with the selection of the provider or the content of the specifications promulgated by the Board of Estimates, the Lodge and the Department shall jointly appeal to the Board of Estimates.

D. The waiver form will continue to limit the waiver disclosure of the doctor's opinion and such facts as shall, in his professional judgment, be necessary to comport with professional standards while protecting the patient's privacy.

E. The face value of the death benefit for active employees shall be equivalent to the employee's annual salary at time of death. The retiree death benefit is \$7,000.00.

### **F. WAIVER OF GENERIC DRUG REQUIREMENT**

The Employer agrees to provide the Lodge with copies of the proposed bidding specifications for the City's prescription drug program providers for the Lodge's review and comment. The parties will meet and confer with a view to reaching an agreement over a workable provision that would enable participants to obtain proprietary drugs under the program, when expressly prescribed by the treating physician as medically necessary.

### **G. SECTION 125 PLAN**

The Employer will continue to administer the Section 125 Plan whereby the employees' contributions to health care, vision, and prescription programs would be excluded from Federal and State taxes.

H. The Employer shall remit an annual payment of \$650 (to be paid bi-weekly) to each

employee who, with satisfactory proof of alternative health insurance coverage received in another plan, elects not to take any coverage under a City Health Care Plan. If, after waiving coverage under any City Health Care Plan, the employee loses coverage due to the death of a spouse or other person who is a source of coverage, divorce, loss of employment or deletion of benefits (or such other qualifying event as determined by the Employee Benefits Division), the employee may enroll in a City Health Care Plan and consequently relinquish the waiver payment. The employee must notify the City's Employee Benefits Division within thirty (30) days after a qualifying event occurs in order to enroll in a City Health Care Plan. The Employer shall apportion the payment should an employee either enter or leave a City Health Care Plan within a calendar year.

I. An employee shall be entitled to a Hospital Bill Audit Gain sharing payment of 33<sup>1/3</sup>% of an overpayment (or other billing error resulting in an overpayment to the health care provider), up to a maximum of \$500 to the employee for each incident. In order to qualify for the Gain sharing payment, the employee must: (a) identify an overpayment of more than \$250 (in the aggregate) in a hospital bill that is presented to an employee or his or her dependent and (b) notify the City's Employee Benefits Division of the error within thirty (30) days after receipt of an Explanation of Benefits from the Health Plan. Payment shall be due and made only if the error is verified and the amount overpaid actually is recovered to the City's benefit.

J. The Employer will provide continued health care coverage at active employee rates for benefit-eligible survivors (spouses and eligible dependents) of those members who were enrolled in City health care plans and were killed in the line of duty at any time prior to or subsequent to January 1, 1995. If survivors or enrolled dependents become eligible for Medicare, they must enroll in the City retiree health care plan for coverage.

K. Unmarried dependents shall be covered by Employer's Prescription Drug and Vision Care Programs until the end of the calendar year the dependents reach age 26.

L. Optical Plan

Optical plan benefits shall apply to current and future retirees, widows, and dependents. The plan shall include an eye exam every twenty-four months and prescription glasses, if needed.

## **ARTICLE 11 OVERTIME AND HOURS OF WORK**

A. Hours of Work and Overtime for Non-Patrol Assignments

1. Employees may not be required to work more than five (5) work days in the established seven (7) day work period (Sunday to Saturday) at straight time rates.
2. The workday for employees in non-patrol assignments shall consist of eight (8) hours and thirty-six (36) minutes, including roll call and a ½-hour lunch.

All time worked in excess of eight (8) hours and thirty-six (36) minutes or in excess of five (5) days shall be compensated at overtime rates.

3. Roll call will begin twenty-one (21) minutes before the eight (8) hour tour. No additional compensation shall be paid for work performed during the first fifteen (15) minutes after the tour. Accordingly, employees in Non-Patrol Assignments shall be compensated for 8.33 hours each day.

B. Hours of Work and Overtime for Patrol Assignments

1. The work schedule for employees in the Neighborhood Patrol Bureau shall be four (4) days of work in a calendar workweek (Sunday-Saturday) at 10.6 hours (10 hours and 36 minutes) per day. All time worked in excess of ten (10) hours and thirty-six (36) minutes or in excess of four (4) days shall be compensated at overtime rates. A Side-Letter Agreement setting forth the scheduled shift times and a copy of the schedule and leave groups is attached herewith as Addendum J.
2. The work period for patrol employees shall be 28 days.
3. Shifts B and C shall rotate on a twenty-eight (28) day basis pursuant to Addendum J. Shifts A and D shall be permanent.
4. There shall be four (4) leave groups from which H days shall be determined, and parties have agreed upon a chart/schedule setting forth the various leave groups.
5. Roll call will begin at the top of the hour for all employees in the Neighborhood Patrol Bureau. Employees working in the Neighborhood Patrol Bureau (4-day week) shall be paid for 10 hours and 24 minutes (10.41 hours) each day.
6. Each year prior to January 1, employees in the Neighborhood Patrol Bureau will have the ability to sign up for their respective shift and leave group. The choice of shift and leave group will be based on seniority of officers.

C. Provisions Applicable to Both Non-Patrol and Patrol Assignments

1. All days and hours of paid leave shall be treated as days and hours worked.
2. The Employer shall not vary or rearrange an employee's scheduled tour of duty hours to avoid the payment of overtime when hours of overtime are previously worked unless agreed to at the sole option of the employee.
3. Employees of the Bargaining Unit required to attend roll call preparation as officers in charge ("OIC") will receive compensation at their appropriate overtime rate.

4. Mandatory Overtime Assignments.

In the event that the Department shall find it necessary to mandate that a Unit employee work in an overtime capacity that is not contiguous with a employee's regularly scheduled shift, the Department shall make every effort to solicit volunteers from within the employee's unit of assignment to work mandated overtime assignments. In the event that there are insufficient volunteers, the Department agrees to permit a reasonable number of employees to be exempt from working mandatory overtime on the basis of exigent circumstances including, but not limited to, family illness, attendance at educational classes, approved secondary employment, pre-paid social events, etc.

5. Changes to the employee's scheduled work hours with less than forty-eight (48) hours' notice from the start of the originally scheduled shift shall entitle the affected employee to the payment of two (2) additional hours compensation at the employee's regular rate of pay for each shift worked with less than the required forty-eight (48) hours' notice.

**ARTICLE 12**  
**COMPENSATION**

A. FISCAL YEARS 2014-2016 COMPENSATION

1. Effective July 1, 2013, all bargaining unit employees shall receive a 2% across the board wage increase.

2. Effective July 1, 2014, employees shall receive the following wage increases: Employees with less than 7 completed years of service: 5%. Employees with more than 7 completed years of service but less than 15 completed years of service: 8%. Employees with more than 15 completed years of service: 11%

3. Effective July 1, 2015, bargaining unit employees shall receive a 6% across the board wage increase.

4. Scheduled salary steps shall remain in effect.

B. Effective July 1, 2000 and in the subsequent fiscal years respectively, progression within the rank of Police Officer, Police Agent and Flight Officer shall be as set out in Addendum B Salary Schedule. This progressive schedule supersedes all other salary scales and longevity pay provisions set out in prior agreements. Transition from the former salary schedule to the new salary schedule shall be in accordance with the transition rules established by the Department of Personnel.

### C. PAYMENT DATES

All remuneration due to or elected by an employee shall be based on the date on which the employee's anniversary date falls within the pay period. In the event that the employee's anniversary date falls within the first half of the pay period, the employee shall receive the payment for the entire pay period. If the anniversary or promotion date falls within the second half of the pay period, the payment shall be made as of the next succeeding pay period. The City agrees that an employee's new salary shall be effective as of the actual date of his/her promotion.

D. The Employer will pay all remuneration due to or elected by an employee as provided in Paragraph C above. The parties agree that the failure to effect a pay adjustment on time is a violation of this Memorandum, subject to the grievance procedure herein. The City agrees to rectify the error as soon as possible.

### E. SHIFT DIFFERENTIAL

All employees covered by this Memorandum are entitled to pay at their scheduled rate plus a differential of \$.45 per hour if assigned to a tour where the majority of their work hours occur between 10 p.m. and 6 a.m., or \$.40 per hour if assigned to a tour where the majority of their work hours occur between 2 p.m. and 10 p.m.

### F. TUITION REIMBURSEMENT

During FY 2015 and 2016, the Employer shall maintain a fund of \$350,000.00 per fiscal year for a tuition reimbursement program. Within budgetary constraints, an employee shall be granted benefits under this Article and shall be reimbursed, providing the employee meets all qualifications as listed in the Administrative Manual, for 50% of the tuition cost of a maximum of 10 credits per semester, consisting of no more than 4 courses for taking a job-related course or in a degree program that benefits the City services. To receive the benefit the Employee must obtain a grade of an "A" (GPA 4.0), a "B" (GPA 3.0) or a "C" (GPA 2.0). The Employee must document completion of the course with a transcript from the education program in which he/she was enrolled. Additionally, to qualify for reimbursement, college credits must be received by the Employee for courses taken and successfully completed at an accredited educational institute.

The BPD will meet and confer with the FOP to develop policies and procedures for administering tuition reimbursement.

## **ARTICLE 13 SECONDARY EMPLOYMENT**

A. An employee may work in approved secondary employment not to exceed thirty-two (32) hours per week. No more than twenty (20) of those hours shall be worked in assignments outside those administered by the Overtime Unit unless the remaining 12

hours of City Secondary are not available, in which case the employee may work up to the 32 hour limit without restriction. The Police Commissioner may authorize other approved secondary not subject to the twenty (20) hour limit such as hotels, hospitals, and schools.

During a week where the employee is off five (5) or more leave days, other than medical leave, a employee shall not work more than forty (40) hours of approved secondary employment.

B. Employees who are required to be armed as a condition of secondary employment outside Baltimore City and who take enforcement action related to said secondary employment using a firearm that does not comply with General Order 0-4 shall not be considered as acting in the line of duty as Baltimore Police Officers and, therefore, shall not be disciplined for taking such action.

C. An employee may be armed with an authorized handgun while engaged in secondary employment outside Baltimore City. Within Baltimore City, an employee may not be armed with a sidearm other than a handgun authorized by the Department and shall be authorized to wear the uniform while engaged in secondary employment, subject to the conditions provided in a letter from the Police Commissioner to the President of the Lodge dated February 1, 2012 that appears as Addendum C (Secondary Employment) to this Memorandum.

D. Consistent with current policy governing conflict of interest and unauthorized occupational areas, secondary employment will not be prohibited. Authorized secondary employment will not be suspended or revoked for disciplinary reasons.

E. The Employer will, to the extent practicable, offer assignments to City secondary employment and scheduled overtime on a rotating basis and will allocate available opportunities equitably and fairly among employees in the unit. To that end, when particular skills are required to perform scheduled overtime on subsidized projects, all available employees who have those skills shall be offered the overtime. In addition, employees who have reached the 25% overtime cap shall not be foreclosed from working emergency and authorized, scheduled overtime when other volunteers are not available to perform it.

F. Consistent with current policy governing conflict of interest, lawful secondary employment outside of Baltimore City shall be allowed, as long as the following conditions are met:

1. The employee is acting as a private citizen, and without exercising the powers and duties of a Baltimore Police Officer;
2. The employee does not present Baltimore Police Credentials as his or her authority to carry out the duties required of the secondary employment;
3. The employee, except when employed in accident reconstruction or arson

investigation, is not acting as a special police officer or private detective; and

4. The employee is not operating a private detective, guard and/or watchman agency.

G. When a Unit employee has an approved and scheduled City secondary employment assignment and reports to that assignment site on time, in uniform (if required) and ready to work, said employee shall be paid a minimum of two (2) hours at the employee's regular overtime rate in the event that the scheduled City secondary employment assignment is cancelled upon the employee's arrival at the work site.

H. The City agrees to meet with the FOP to discuss guidelines for allowing employees to work in establishments which serve, sell, or dispense alcoholic beverages. This meeting shall occur within thirty (30) days of the notation of this Memorandum of Understanding by the Board of Estimates.

#### **ARTICLE 14 COURT TIME**

When an employee is required to attend two (2) or more courts on the same day, with a starting time of two (2) or more hours between each court on his regular day off or during non-regularly scheduled working hours, he shall receive a minimum compensation of four (4) hours at time and one-half (1½). In other respects, present court time policy shall continue.

#### **ARTICLE 15 PROTECTION AGAINST LIABILITY**

Protection against liability shall be in keeping with Section 16-13 of the Code of Public Local Laws of Baltimore City.

However, legal counsel will be provided in any civil case when the plaintiff alleges that an employee should be held liable for acts alleged to be within the scope of his employment and/or his official capacity. In exchange for the City of Baltimore's agreement to provide legal counsel as provided for herein, the employee and/or employee's counsel shall provide documents or transcripts produced in the Court proceedings to the office of the City Solicitor upon its request. The requirement to produce said documents shall be limited to those cases where the City is requested to authorize a monetary settlement or pay a judgment for monetary damages. In no event shall the City be entitled to receive any documents in any case where a verdict is rendered in favor of the defense. In the event the current contract for providing legal services is terminated, the Lodge and the Department agree to make a joint recommendation to the City Solicitor for specifications for successor counsel. Subject to the fellow-employee exclusion provision and approval of the Board of Estimates, indemnification will also be provided to any member of the unit who is made a defendant in litigation arising out of acts within the scope of his or her employment. The

City will provide indemnification to any member of the Unit who is made a defendant in litigation arising out of acts within the scope of his/her employment that results in a monetary judgment being rendered against the employee.

## **ARTICLE 16** ***DISCIPLINE***

### A. Suspension

1. Emergency suspension with or without pay may be imposed by the Department when it appears that the action is in the best interest of the public and the law enforcement agency. Any employee arrested and charged with a criminal offense, a serious traffic violation involving death or serious personal injury, and/or an act alleged or committed by such employee of such a nature that, in the judgment of the appropriate superior officer, the interest and welfare of the public, the Department, or the individual is best served by such action, such employee shall be immediately suspended from duty with pay. When an employee is charged with a criminal offense, said charge(s) shall be supported at least in part by the investigative findings of another law enforcement officer. Any employee suspended from duty with pay shall be given a suspension hearing as soon as reasonable following the suspension from duty, wherein a determination will be made at that time whether or not the employee shall remain suspended with or without pay and/or be placed on administrative duties. Suspension without pay may only be imposed in accordance with this Section and only in the case of an employee charged with a felony.

2. Any employee who is suspended without pay on the basis of pending criminal charges and who is found not guilty, or who has the criminal charges dropped entirely shall be immediately reinstated to pay status with all benefits, including but not limited to health, incremental pay raises, and all lost pay from the effective date of his/her suspension through the date of reinstatement to pay status, except in a case where the State has an appeal pending. In felony cases, where the case has been reduced to a misdemeanor or some less charge, the employee shall be reinstated to pay status with all benefits pending any further administrative hearing on the matter to determine whether or not the employee shall be returned to duty.

### 3. Suspensions for Allegations of Domestic Violence

(a) The Department shall continue to have the right to suspend a employee's police powers (including taking his/her weapon) upon a complaint of domestic violence. Following such suspension, a hearing shall be held within three (3) work days from the date of the first action/suspension.

(b) The hearing shall be conducted as in the past with the understanding that the representative of the Department hearing the matter shall consider all relevant evidence when deciding whether to continue the suspension, including but not limited to: (1) evidence of injury; (2) the statement of the

complaining party; (3) corroboration of the allegation by a third-party; (4) any criminal charge, (5) a court order pertaining to the parties, (6) substantial prior history or pattern of domestic violence (Substantiated shall mean some actual proof of a prior incident of domestic violence), and (7) a fitness for duty report or evaluation with respect to this incident that the Department shall initiate within 24 hours of the suspension.

(c) Following the hearing and based upon the evidence presented, the Department's representative shall make a decision within twenty-four (24) hours whether or not to sustain the suspension and set forth a short written statement of the reasons for that decision. If it is determined that the suspension is not warranted, the fact that there is an open IAD file on this matter shall not be the sole bar to lifting the suspension.

#### B. Discipline for Minor Violations

1. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused employee a copy of the IAD casebook material (excluding information that discloses an investigative technique, the identity of confidential sources, and recommendations as to charges, disposition or punishment) for Minor Violations Discipline not less than thirty (30) days prior to the employee's one person Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit employee or his counsel on request whenever the Department offers punishment.
2. For Minor disciplinary matters, where a one person Departmental Hearing Board is established at the discretion of the Department, such hearing shall be scheduled no sooner than thirty (30) days from the date that counsel for the accused receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Department and Counsel.
3. A unit employee shall be entitled to one (1) peremptory challenge of persons designated as members of a one person Departmental Hearing Board. No individual assigned to Traffic may sit as a member of the Traffic Accident Review Board.
4. For purposes of this Paragraph B, Minor Violations are defined as "Violations in which no more than a 3-day suspension or a \$150 fine may be imposed pursuant to the Law Enforcement Officers' Bill of Rights (LEOBR) definition of Summary Punishment.

#### C. Discipline for Major Violations

1. Unless otherwise mutually agreed, the Department shall provide to counsel for an accused employee a copy of the IAD casebook material (excluding information that discloses an investigative technique, the identity of confidential sources, and recommendations as to charges, disposition or punishment) not less than forty-five

(45) days prior to the employee's Departmental Hearing Board at no cost. The same material should be provided in a timely manner to a bargaining unit employee or his counsel on request whenever the Department offers punishment.

2. For major disciplinary matters, where a three-person Departmental Hearing Board is established, such hearing shall not be scheduled any sooner than forty-five (45) days from the date that counsel for the accused receives a copy of the charges and the IAD case book material, unless a shorter period is mutually agreed upon by the Department and counsel.

3. A unit employee shall have the option of a Departmental Hearing Board conducted by a panel composed of an Administrative Law Judge (hereinafter "ALJ") and three sworn members, one being of equal rank. If the employee is represented by counsel, the counsel shall, with the consent of the member, have the option of selecting the ALJ process. If the employee is unrepresented, the employee shall make the selection. The ALJ will act as the Departmental Hearing Board Chairperson and make evidentiary and legal rulings but will not be a voting member of the panel during deliberations on verdict or sentencing. In no event shall an ALJ be appointed to a Departmental Hearing Board without the consent of the accused employee or his/her counsel of record.

4. If an accused employee declines the option of including an ALJ on a Departmental Hearing Board as defined in Paragraph C.3 herein, the accused employee shall be entitled to three (3) peremptory challenges of persons designated as members of the Departmental Hearing Board. Only two (2) peremptory challenges may be used to strike the Hearing Board Chairperson. No individual assigned to Traffic may sit as a member of the Traffic Accident Review Board. The Department agrees to choose panel members on a random basis by computer from those management and unit members who are in the trial board pool. The Department shall give the Lodge notice and opportunity to be present when the panel is chosen and the Lodge may designate either Lodge Representative or designee who may observe the random selection of the panel. The Department will increase the number of officers in the pool to 50 and maintain approximately 30 sergeants and 20 lieutenants in the pool. The pool shall also include command staff under the Deputy Commissioner rank other than those who have been excluded for bona fide reasons by the Commissioner or his designee.

5. For purposes of this Paragraph C, Major Violations are defined as "Violations in which 4-days or more suspensions/loss of leave or more than \$150 fine may be imposed.

D. Participation on a Departmental Hearing Board. No civilians other than an Administrative Law Judge may serve on a Departmental Hearing Board.

E. Upon request, IAD will expeditiously complete an investigation that it has initiated into alleged misconduct by an employee.

F. Within ten (10) days after IAD's report of the results of its investigation has been confirmed, the Department shall advise the affected employee of its finding, i.e., whether sustained, not sustained, unfounded or exonerated. If the investigatory report is to be referred to the Civilian Review Board (CRB), the Department may advise the employee that the result is subject to revision. It is understood that where an investigation of a charge encompasses multiple charges growing out of the same incident, advisement concerning the outcome may be deferred pending completion of the entire investigation.

G. If an accident is found to have been non-preventable, all records of the accident shall be expunged from the employee's file. If an employee requests expungement of a formal complaint or other material from any file of the employee pursuant to the Law Enforcement Officers' Bill of Rights, the complaint and/or material shall be expunged within sixty (60) days of the request. The Department agrees promptly to give the employee written notice that the records have been expunged pursuant to his or her request.

H. In the event that the Department takes disciplinary action against an employee on account of conduct reasonably attributable to a disabling condition, the following shall apply:

1. No Departmental Hearing shall be conducted provided the employee has expeditiously filed an application with the Retirement Board for a special or ordinary disability pension under the Fire and Police Employees' Retirement System.
2. In the event the employee has expeditiously filed an application and the Retirement Board has not rendered a decision regarding the employee's application within four (4) months from the date the employee filed the application, the Department may proceed with the Departmental Hearing.
3. In the event the employee is denied ordinary disability retirement, the Department may proceed with the Departmental Hearing. Subsequent applications for retirement will not impact on the Department's administrative process.

I. No Departmental Hearing, except a Suspension Hearing, shall be held on any charges that relate to conduct which is also the subject of a criminal proceeding, until such time as criminal charges are disposed of prior to any appeal, except an appeal de novo to a Maryland Circuit Court.

J. Pending IAD investigations into off-duty, non-criminal misconduct shall not bar consideration for promotion. If an employee under investigation for any other reason is passed over for promotion solely because of a pending investigation and is then cleared, the Police Commissioner will consider the individual for promotion to the next available vacancy and will make application to the Civil Service Commission for a waiver if necessary to make promotion from an expired list. The decision of the Police Commissioner and the City's Personnel Director is final and not subject to the grievance procedure.

K. Notice of routine disciplinary actions shall be distributed only to the affected

employee, the employee's counsel, the Commanding Officer, the Chief of the Division involved, the Chief of Internal Affairs Division, the Chief of the Human Resources Division, the Directors of the Personnel, Inspections, and the Equal Employment Opportunity Compliance Divisions, the Office of Legal Affairs, and the Police Commissioner. No other publication shall be made, except in unusual circumstances wherein the Department finds that announcement of the discipline is in the public interest.

L. Should the Department require an employee to forfeit vacation as punishment for a sustained offense or violation, the employee shall have the option to be suspended for the same period or to pay an equivalent fine. It is understood that the Department's policy is to give a priority to vacation forfeiture over mandatory fines or suspensions.

M. The Department shall make every effort to impose suspensions without pay so as to avoid the cessation of Employer health care benefits due to non-payment of required Employer/Employee contributions. In the event that the Department shall levy a suspension without pay of sufficient duration to require the employee to pay for continuance of his/her Employer's sponsored health benefits, the Department agrees to pay its proportionate share of the cost of health benefits on behalf of the suspended employee for the pay period(s) so affected.

N. A traffic safety review board shall conduct a hearing to determine if a departmental accident is preventable or non-preventable.

If the Board determines the accident to be preventable, it shall recommend disciplinary punishment in accordance with the Department's traffic accident disciplinary matrix.

O. The Department agrees to establish a protocol for advising employees that three (3) years have elapsed since a finding by the Department or a Hearing Board that a formal complaint was either not sustained, exonerated, unfounded, or a Hearing Board acquitted the accused employee, dismissed the action, or made a finding of not guilty, and that the employee may request expungement of such matter from any file containing the record of the formal complaint.

P. The Department agrees that employees should not be disciplined and shall not be terminated from employment solely on the basis of being placed on the "witness do not call list" by the office of the State's Attorney for Baltimore City.

Q. The Department agrees to expunge any allegation in an employee's file three years after a finding of "un-sustained, exonerated, unfounded or when a hearing board acquitted the law enforcement officer, dismissed the action, or made a finding of not guilty." The Police Commissioner shall convene a committee with an equal number of representatives from the Department and the Lodge to discuss the implementation of this policy and related issues.

R. When an employee is required to make a statement in reference to a complaint being investigated by the Department, the employee shall be given a copy of any prior statement or report which that employee wrote/authored relating to the complaint being investigated.

S. The Department agrees to provide counsel with a calendar of Trial Board Hearings on a regular basis (e.g. monthly) so that counsel has sufficient advance notice of trial board hearings. An accused employee who is not represented shall be given reasonable advance notice of his/her hearing.

T. When an employee is required to give a statement pertaining to a complaint of misconduct by the employee, the Department shall provide the employee with notice that the employee has the right to legal counsel, the date and location (if applicable) of the incident, the nature of the conduct for which the employee is being questioned (e.g. excessive force in making an arrest; the circumstances involved in the discharge of his/her weapon including the date and location; unlawful arrest; etc.) and the CRB form and/or Blue Team entry, provided the Department may question the employee (as part of the statement) regarding any matter relating to the misconduct in question regardless of whether it is specified in the document provided.

## **ARTICLE 17** ***UNIFORMS AND CLOTHING***

A. The Department agrees to consider suggestions from the Lodge regarding the selection of replacement coats. New coats shall be issued in keeping with established replacement standards.

B. An annual clothing allowance shall be paid, on a quarterly basis, to employees assigned to plainclothes positions designated by General Order R-5. Effective July 1, 1990, the clothing allowance shall be \$500.

C. The department shall provide up to four boxes of practice ammunition for use by employees at firing ranges operated by the BPD in each fiscal year as a part of their annual uniform and equipment allotment. The Quartermaster will issue a paid slip upon request by employee. Upon presentation of the paid slip to the District Range Officer, the appropriate box of practice ammunition will be provided for use at the BPD range.

No practice ammunition is authorized for use outside the BPD firing range where issued.

In addition, the Department will issue each employee an approved departmental flashlight. Such light will be considered a part of the employee's standard issued equipment. Replacements will be issued thereafter consistent with Departmental Policy. The type of flashlight available shall be determined by the Department, and may change from time to time as determined by the Police Commissioner.

## **ARTICLE 18 APPOINTMENT TO POLICE AGENT**

It shall be the policy of the Department that during the term of this Memorandum of Understanding (MOU), all eligible and qualified police officers and/or flight officers in Unit I who have received or obtains a bachelor's degree from an accredited college or university, and who have one (1) year of completed service shall receive an annual salary as reflected in Addendum B, Grade 799 – Police Agent and Grade 796 - Flight Officer of this MOU, no later than six (6) months from the date of eligibility as expressed herein.

## **ARTICLE 19 DISABILITY**

The Department and Counsel for the Lodge shall meet and confer for the purpose of adding additional qualified psychologists and psychiatrists to those the Department uses to evaluate if an employee is fit for duty. No psychologist or psychiatrist shall be appointed to the panel without the Department's concurrence.

## **ARTICLE 20 JOINT LABOR-MANAGEMENT LIAISON COMMITTEE**

There shall be established within the Department a Joint Labor-Management Liaison Committee consisting of up to four (4) representatives of the Department appointed by the Police Commissioner and up to two (2) representatives from Unit I and up to two (2) representatives from Unit II.

The Committee shall meet not less than quarterly except upon the majority consent of the Committee. It shall consider, evaluate, and, if in agreement, shall make recommendations to and/or advise the Police Commissioner and/or his designee with respect to specific matters bearing upon the economy, efficiency, or other improvement in Departmental operations and/or upon the welfare of its employees whether or not such matters are negotiable. Lodge Representatives shall be deemed to be in duty status while attending such meetings.

## **ARTICLE 21 BULLETIN BOARDS AND COMMUNICATIONS**

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

B. The Department will permit the Lodge to use the Departmental mail system for non-bulk communication to select employees. All mail must be directed by name and assignment and will not exceed fifteen percent (15%) of the membership of the Lodge at any one (1) mailing.

C. The Department shall permit a designated representative of the Lodge to address recruit classes for two (2) consecutive class periods of not less than forty-five (45) minutes each. During the term of this Memorandum, a representative of the Lodge, designated by the President, will be allowed one-half of an hour to address each in-service training group. Upon prior notification to the Lodge President, the Police Commissioner reserves the right to revoke this arrangement.

## **ARTICLE 22** ***ADMINISTRATIVE LEAVE FOR LODGE REPRESENTATIVES***

A. During the term of this Memorandum, the President of Baltimore City Lodge No. 3, Fraternal Order of Police, Inc., shall be granted a full-time leave of absence from his duties for the Police Department, mandated in-service training excepted, but shall remain on the payroll of the Police Department for the purpose of performing full-time duties on behalf of the Lodge. During such leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.

B. A paid leave bank of 300 days per year shall be created for employees of the Lodge to use to attend scheduled conferences, seminars, Board and Committee meetings and conventions. The bank may be used interchangeably with Unit II. Each use shall be requested in advance by the President of the Lodge (or his designee) in writing, specifying the person or persons using such leave, the hours requested, and the purpose for the leave. The request shall be granted, subject to the needs of the Department. Each Unit employee permitted to be absent pursuant to this provision shall be responsible for giving his supervisor advance notice of absence from work for Lodge business.

C. The President of the Lodge and two (2) persons designated by him shall be permitted to visit Police Districts, Units, and other work locations in connection with grievance matters. Visits shall be preceded by reasonable notice.

D. The Department shall permit use of its Police Districts and other designated work locations for the purpose of conducting election voting, which shall be conducted without interference with regular business operations.

E. The Department shall provide the Lodge with a roster of all new sworn employees and their addresses.

**ARTICLE 23**  
***NO STRIKE, SECONDARY BOYCOTT OR LOCKOUT***

- A. The Lodge agrees that during the term of this Memorandum it shall not engage in, initiate, sponsor, support, or direct a strike or secondary boycott or directly or indirectly picket the Employer or any of its property in furtherance of a strike. The Employer agrees that there shall be no lockout during the term of this Memorandum.
- B. If the Lodge shall violate any of the provisions hereof:
1. Its designation as exclusive representative may be revoked by the Department;
  2. It may be ineligible to participate in elections or to be certified as exclusive representative for a period of two (2) years thereafter; and
  3. The Department may refrain from making payroll deductions for such organization's dues for a period of two (2) years thereafter.
- C. Nothing in this Memorandum shall deprive the Employer of remedies available to it under applicable law in the event of a strike.

**ARTICLE 24**  
***WORKING CONDITIONS***

A. VACATION REQUESTS

Special vacation requests that deviate from current policy shall be considered.

B. WORK OUT-OF-TITLE

1. Employees shall not be assigned to perform painting or maintenance of buildings and grounds, except upon mutual agreement.

If a bargaining unit employee is directed temporarily to assume the responsibilities and privileges of a higher rank or if designated and fulfilling the duties of Field Training Officer he or she shall receive additional compensation. If so designated as acting out-of-title at the start of the employee's tour of duty, the employee shall be paid out-of-title for the entire day unless the employee fails to complete the tour of duty for circumstances beyond the control of the Department. No two employees may work out-of-title in the same position. The out-of-title compensation shall be \$14.00 per day. Field Training Officer compensation shall be \$40.00 per day.

C. LOST OR STOLEN PROPERTY

If an employee has reimbursed the Department and the lost property is subsequently recovered without damage, the Department will refund the reimbursement.

#### D. FOOTWEAR

Employees in the unit may wear military-style black leather boots that retain a shine, except when the Class A uniform is worn on formal occasions.

#### E. "DETECTIVE" TITLE

The title "Detective" shall be restored to employees in the Applicant Investigation Unit of the Personnel Division.

#### F. DETAILS

1. In the event that an employee is detailed to another position, that employee's vacated position will not be permanently filled by another employee. Upon the expiration of the detail, the detailed employee will be returned to his/her former position.
2. Any employee who is involuntarily detailed outside of his/her assignment for more than thirty (30) days shall have the opportunity to challenge the detail to the Deputy Commissioner of his/her corresponding bureau.

#### G. BODY ART

Employees in the bargaining unit who are engaged in any assignment that requires the employee to wear summer Departmental uniform, i.e. short sleeve shirt, who display any visible body art, except for body art that shall be located on the employee's face, shall be supplied at the Department's sole expense with a sufficient number of long sleeve tropical shirts and/or cosmetic make-up to cover the displayed body art. Employees who must wear the long sleeve tropical shirts as described herein shall NOT be required to wear a neck tie while wearing the long sleeve tropical shirt.

#### H. LEAVE GROUPS

All employees in the bargaining unit who are reassigned within their patrol sector or assignment for operational reasons by the Department which results in a change to their leave group affecting their scheduled "H" days shall be treated as follows:

1. Employees shall be involuntarily reassigned to a new leave group in reverse seniority order (i.e. the least senior to be involuntarily reassigned first).
2. Employees who voluntarily request reassignment to a new leave group shall be reassigned on the basis of seniority (i.e. the most senior employee shall be voluntarily reassigned first). Seniority means total length of Departmental service. In the event that two or more employees of a patrol sector or other unit have equal seniority, the tie(s) shall be broken on the basis of their last written performance

evaluation, i.e. the most favorable evaluation shall serve as the tie breaker.

- I. The FOP shall be afforded the opportunity to provide meaningful input to the process of evaluating boundaries for possible current post, sector and district realignment.

## **ARTICLE 25** ***PROMOTIONS AND TRANSFERS***

### A. PROMOTIONS

1. There will be at least sixty (60) days notice in advance of written examinations for promotions. All relevant study materials for promotional examinations shall be made available to employees at least sixty (60) days prior to the written examination.
2. A funded vacancy which involves promotion shall be filled within a reasonable period of time, following the vacancy. The parties shall meet to further define the process for filling vacancies.

### B. TRANSFERS

1. The Department agrees to post notice for a period of five (5) consecutive days on appropriate bulletin boards and Departmental E-mail systems of all vacancies that it intends to fill by permanent transfer to any position other than patrol and the Commissioner's Office. Assignments within any Bureau, Division, Section or Unit will continue to rest with Command. Notice of the posting will be given at roll call. Employees may submit written requests for consideration of the posted vacancy. Every employee who is eligible for consideration will be interviewed by the appropriate Command. When the vacancy is filled, applicants shall be notified as to whether they received the position. Requests which were submitted and interviews conducted shall remain active for sixty (60) days for any vacancies which may arise. The Department shall also consider new requests for consideration which may be filled for subsequent vacancies. The current system to accept District-to-District transfer will continue, but requests will have a one (1) year life and therefore must be renewed on a yearly basis. Seniority, meaning length of service in rank, shall be considered. The foregoing shall not apply to transfers of persons determined by the Police Medical Director to be permanently unable to perform all the duties of a Police Officer, Police Agent, Flight Officer, Sergeant, or Lieutenant due to disabling conditions but who are capable of performing the essential functions of a full duty administrative position as determined by the Police Medical Director. Any employee selected in accordance with the procedure as set forth herein to fill a posted vacancy shall be permanently assigned to that vacancy immediately upon his/her selection and may not be detailed to that vacancy.

### C. INVOLUNTARY TRANSFERS

An involuntary transfer occurs when the Department permanently transfers an

employee (as distinguished from a detail) to another assignment and the employee objects to the transfer. Such transfers must be made for legitimate business or operational reasons, including but not limited to staffing needs and performance, and if done so, shall be sufficient reason for the transfer. Employees who wish to contest such a transfer may file a grievance under Article 6.

Should such a grievance go to arbitration, the Employer shall be required to articulate the legitimate business or operational reason for the transfer.

## **ARTICLE 26 PROPERTY REIMBURSEMENT**

A. If an employee's contact lens(es) is lost or damaged as a direct consequence of the performance of law enforcement duties, he or she will receive a voucher for a replacement lens(es) at a provider arranged for by the Department which can replace the lost or damaged lens(es). This replacement will be available only once per employee during each year(s) of this Memorandum.

B. The Department's Property Reimbursement Schedule shall be revised to provide as follows:

	Maximum Amount
Sunglasses	33.50
Hearing Aid	150.00
Watch	50.00
Watchband/Watch chain	15.00
Tie	9.00
Shirt	18.00
Trousers	50.00
Jacket	95.00
Sweater	30.00
Suit (Trousers & Jacket)	140.00
Shoes	40.00
Raincoat	55.00
Topcoat	100.00
Pager	50.00
Cellular Telephone	100.00

## **ARTICLE 27 MEDICAL LEAVE POLICY**

### **PART I POLICY**

A. Effective June 25, 1997, new employees of the Police Department shall accrue medical leave at the rate of one (1) day for each month of completed service. Employees must be in pay status at any time during the payroll period in which their anniversary date

occurs in order to accrue medical leave. Accrued medical leave may be used for non-line-of-duty illnesses or injuries. Employees hired after June 25, 1997, shall be included in the same medical leave program and policy for line-of-duty illnesses or injuries as those employees hired prior to June 25, 1997.

Employees who accrue medical leave at the rate of one (1) day for each month of completed service shall be permitted to utilize any accrued medical leave in accordance with the Family and Medical Leave Act. Employees hired before June 25, 1997, shall continue to use medical leave on an as needed basis.

B. In the event that an employee shall suffer a line-of-duty injury or illness, said employee shall remain in paid status without being charged medical leave until such time as a decision is made by the Department's designee as to whether or not the injury or illness shall be classified as line-of-duty or non-line-of-duty. The employee shall be paid an amount equal to sixty-six and two-thirds percent (66 2/3) of his/her regular pay which may be excluded from federal adjusted gross income and therefore is not subject to either federal or state income tax (standard Workers Compensation benefit). In addition, the Employer shall provide a supplement to the standard Worker's Compensation benefit so that the gross pay of employees is equal to eighty-five percent (85%) of the employee's regular gross pay. If it is determined that the injury is non-line-of-duty and the employee has been paid for days in excess of his accrued leave days, he shall repay or be docked for such pay. An employee may repay any amount owed by using medical leave, vacation or P and PL days or by having his pay docked; provided, however, that in no instance shall the Department dock an employee more than 25% of any paycheck.

## **PART II** **NOTIFICATION REQUIREMENTS**

A. Any employee who is unable to report to work because of medical leave must contact his or her Unit of assignment not later than one (1) hour prior to the scheduled tour of duty unless exigent circumstances exist.

B. An employee on medical leave will be required to call in only on the first day of any absence, indicating the expected date of return, the reason for the absence, and the address and telephone number where confined if different from that on file with the Department. In cases where the employee does not return to work on the expected date, a second call shall be made repeating the same information.

C. When an employee is home and on medical leave, the employee must notify his or her Unit of assignment when leaving home and upon return. An employee is to remain at home, except to go to a medical facility, pharmacy, polling place, place of worship, or retail outlet which sells primarily food, or in the event of exigent circumstances. Employees may not leave home for any other reason, except with the approval of their personal physician, their Commanding Officer/designee or the Medical Section. The basis for the preceding is to allow employees who are unable to work because of illness or injury to leave their home for personal needs which are basic. Abuse of this procedure constitutes a violation of this

Policy and is subject to disciplinary action. In the event an employee receives approval from the Medical Director for unrestricted medical leave at home, the notification of his or her Unit of assignment when leaving and returning home shall be waived. There shall be no home visits between the hours of 10:30 p.m. and 6:00 a.m.

### **PART III MEDICAL CERTIFICATION REQUIREMENTS**

- A. A medical certification is required from all employees for all absences of three (3) or more consecutive days, and must be submitted to the employee's Unit of assignment upon returning to work.
- B. A medical certification must contain the following information:
  - 1. Date and time the employee was treated;
  - 2. Address and phone number of the doctor or practitioner;
  - 3. Date and doctor's authorized signature;
  - 4. Nature of illness or injury complained of;
  - 5. Diagnosis and treatment; and
  - 6. Expected date of return to duty.

C. Any employee who is on medical leave shall not be required to report to any medical facility for the purpose of determining that employee's fitness for duty between the hours of 7:00 p.m. and 7:00 a.m. This provision shall not apply to employees in the medical abuse program.

### **PART IV MEDICAL LEAVE ABUSE CONTROL PROGRAM**

A. Any employee who in a twelve (12) month period utilizes a total of eight (8) uncertified medical days, or who reports on medical leave on four (4) separate uncertified occasions, or who utilizes fifteen (15) or more medical days regardless of certification, may be placed in the Medical Leave Abuse Control Program, hereafter known as "the Program," by his or her Commanding Officer after consultation with the Medical Section.

Nothing in this Policy shall be construed to prevent the Police Commissioner from taking formal disciplinary action for violation of the policies of the Department. First consideration, however, should be given to the application of the Program.

B. An uncertified medical day or occasion is the use of medical leave, regardless of duration, for which no doctor's certificate (as outlined in Part II, Section B) is submitted to

the employee's immediate supervisor.

C. In addition, an employee who uses medical leave in a manner described below may be placed in the Program:

1. Uncertified usage before or after regular days off (three (3) occasions);
2. Uncertified usage on any specific tour of duty in the case of those employees who rotate shifts (three (3) occasions);
3. Uncertified usage on a specific day of the week (three (3) occasions); or
4. Usage of medical leave after being denied other leave (two (2) occasions).

D. Commanding Officers will retain the discretionary authority to exempt employees meeting the above criteria, based on mitigating factors. Command will consult the Medical Section prior to placing any employee in the Program.

E. Both the Department and the Lodge recognize that by its very nature police work carries with it the risk of severe injury. For this reason, any employee who sustains a significant injury in the performance of his or her duties during the twelve (12) month period will be exempted for that period in all cases where his or her medical record would not otherwise justify inclusion in the Program.

1. The exemption stated above will expire upon the earlier of:
  - (a) The passage of twelve (12) months from the date of injury; or
  - (b) The employee reaching maximum benefit of medical treatment for this injury as determined by his or her treating physician and/or the Medical Doctor.
2. The Medical Director shall make the determination in these matters.

F. An employee shall remain in the Medical Leave Abuse Control Program for one (1) year from the date of being so designated. Continued absenteeism for medical reasons may subject the employee to an extension in the Program and/or may constitute just cause for disciplinary action.

G. Upon placement or extension in the Program, the employee shall be notified in writing by his or her Commanding Officer within five (5) working days. This written notification shall also include the date the employee is scheduled to return to normal status.

H. An employee placed in the Program may appeal through the established grievance procedure. For the purposes of this Program, in Step 4 of the grievance procedure, the Director of the Personnel Division shall be the Police Commissioner's designee.

I. When an employee who has been placed in the Program is home on medical leave, the employee must notify his or her Unit of assignment when leaving home and upon return. An employee is to remain at home except to go to a medical facility, pharmacy, polling place, place of worship, or retail outlet which sells primarily food, or in the event of exigent circumstances. Employees may not leave home for any other reason, except with the approval of their Commanding Officer/designee. Should the employee be refused permission to leave home and should the employee feel that there is a medical necessity for this request, said employee may appeal the denial to the Medical Director.

J. Any employee who utilizes less than eight (8) medical days and less than four (4) separate occasions during the one (1) year period as designated will automatically return to normal status.

Commanding Officers will retain the discretionary authority to return an employee to normal status who exceeds the above guidelines in a case where he or she suffers a clear-cut, bona fide, line-of-duty injury during the time frame in question.

K. The Lodge shall be notified on a quarterly basis of all bargaining unit employees placed into the Medical Leave Abuse Control Program as well as those who have completed the Program and are returning to regular status.

L. An employee who has been placed in the Medical Leave Abuse Control Program shall be subject to the following sanctions:

1. The employee shall be required to obtain a doctor's certificate for all subsequent uses of medical leave, regardless of duration, while in the Program. This certificate must be submitted within two (2) working days after the employee returns to duty.
2. Notwithstanding other provisions of this Memorandum, secondary employment privileges and participation in other overtime details shall be suspended while the employee is in the Program.
3. No overtime compensation shall be awarded to the employee for the purpose of obtaining medical certification.

## **PART V PENALTIES**

A. An employee accused of violating the provisions of the Medical Leave Abuse Control Program is entitled to a hearing before any action may be taken as a result of this Section. After a determination has been made that an employee has violated any of the provisions of the Program, he or she shall in addition to loss of wages for the day(s) not worked be disciplined in accordance with the following procedures:

1. One (1) day's suspension without pay for the first violation.

2. Suspension without pay for three (3) days and forfeiture of secondary employment opportunities for an additional twelve (12) months for the second violation.

3. Trial Board with a view toward termination for the third violation.

B. This provision shall not apply to absences preceding an employee's placement in the Medical Leave Abuse Control Program.

## **PART VI**

### **INCENTIVE FOR NON-USE OF MEDICAL LEAVE**

A. The Department will provide the following incentives for non-use of medical leave:

1. Effective July 1, 2002, and continuing thereafter, employees shall earn three (3) days of paid leave for each six (6) months when medical leave is not used during each of the periods from July 1 to December 31 and January 1 to June 30. Any employee who completes an entire fiscal year without medical leave shall receive two (2) additional paid leave days.

2. This accumulated paid leave will be converted to Vacation Leave the following fiscal year to be used any time during that fiscal year.

3. The above incentive program shall apply only to those employees who worked in a full duty status, with the exception of those employees who have not reached maximum benefit of medical treatment for line-of-duty injuries and are in a restricted duty status. The incentive program shall apply to those employees who are in a restricted status and performing the essential functions of a full-duty position.

4. Any employee who was otherwise qualified to receive the benefits of this Section, and who suffered an injury while performing his/her official duties may appeal to the Medical Director for restoration of those benefits for a period of one year from the date that employee returns to work from his/her line of duty injury. Final determination in these matters shall rest with the Medical Director.

## **PART VII**

### **VACATION LEAVE ACCRUAL DURING SICK TIME**

A. Effective July 1, 1991, employees will not accrue Vacation Leave in any month during which they were carried on sick leave for the entire period. Similarly, any employee who remains on line-of-duty medical ("A" Time) for a period of six (6) months will cease to accrue Vacation Leave during subsequent months in which he or she is on medical ("A" Time) for the entire month. In case of severe line-of-duty injuries and upon written request, the six (6) month provision shall be waived only upon recommendation of the Medical Doctor.

B. If an employee and/or the City successfully recovers monies for salary paid while on medical leave as a result of third-party litigation, those days of medical leave repaid to the City or Department shall be removed from the employee's medical leave totals. This would apply to line-of-duty and non-line-of-duty injury cases.

In the event that such removal of medical leave days (a) would qualify the employee for the benefits of Part V of this Article and/or (b) would not have resulted in the non-accrual of Vacation Leave in Section A above, the employee shall receive all incentive days for non-use of medical leave and Vacation Leave days to which he or she would otherwise have been entitled under this Article.

## **ARTICLE 28** **LAYOFFS**

### **A. NOTICE OF LAYOFF**

The Department shall give each affected employee not less than thirty (30) days' advance notice that he or she will be laid off. The Notice shall advise the employee of the expected period of layoff, if known, and that the employee's rights in the circumstances may be found in the Memorandum of Understanding and applicable provisions of the Civil Service Regulations. The Department agrees to furnish a copy of each Notice to the Lodge and to meet with Lodge Representatives promptly to resolve any questions arising under this Memorandum.

### **B. ORDER OF LAYOFF**

There shall be no layoff in any rank so long as unfilled, funded positions are budgeted and charged to the Department in that rank and approved for fill by the City Finance Department. Recruits and probationary officers shall be laid off before any other employee in the bargaining unit. The next order of layoff will be those employees rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive ratings. Thereafter, employees shall be laid off in seniority order, the least senior employee being laid off first; except that if the Department determines that operational reasons require retention of an employee of the unit having an essential skill, such as a helicopter pilot or a specialty requiring a state license or certification (other than MPTC), he or she may be retained. Seniority means total length of Departmental Service. In the event two (2) employees of the unit have equal seniority, the tie shall be broken on the basis of their last written performance evaluation.

### **C. HIRING DURING LAYOFF**

No employee may be hired to perform the duties normally performed by a bargaining unit employee while he or she is in layoff status, except to meet operational needs of the Department for employees having an essential skill, as defined in Paragraph B, or in accordance with the "bumping" provisions of the Department's Memorandum of Understanding with Unit II.

#### **D. RECALL RIGHTS**

Laid-off bargaining unit employees shall enjoy the right to be reinstated within eighteen (18) months from the effective date of the layoff to any vacant position for which they are qualified. Reinstatement shall be in reverse order of layoff or reduction in rank (i.e., by seniority). When the Department offers reinstatement to a laid-off employee, it shall give him or her notice by registered mail, return receipt requested, and afford the affected employee reasonable time, not to exceed twenty (20) days, within which to accept reinstatement.

#### **E. BENEFITS**

While on layoff, an employee in the bargaining unit shall be entitled to maintain eligibility for COBRA benefits by paying the costs in accordance with the provisions of COBRA legislation.

### **ARTICLE 29 PERSONAL PRONOUNS**

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

### **ARTICLE 30 PRESERVATION OF BENEFITS**

All benefits presently enjoyed by employees covered by this Memorandum of Understanding which are not specifically provided for or abridged in this Memorandum, such as but not limited to holidays, uniforms, equipment, etc., are hereby included and protected by this Memorandum.

### **ARTICLE 31 PRINTING OF MEMORANDUM**

This Memorandum of Understanding shall be printed by the Lodge. The Department shall reimburse the Lodge for fifty percent (50%) of the cost of such printing.

### **ARTICLE 32 SEVERABILITY**

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

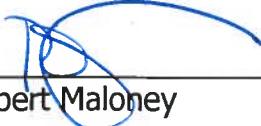
**ARTICLE 33**  
**DURATION**

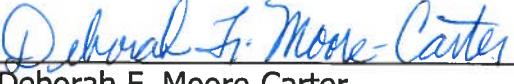
This Memorandum of Understanding shall become effective July 1, 2013, and remain in full force and effect until June 30, 2016. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by certified mail no later than January 1<sup>st</sup> of the year involved.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals  
this 15<sup>th</sup> day of January, 2015 by their officers and agents duly authorized.

BALTIMORE CITY POLICE  
DEPARTMENT/BALTIMORE CITY:

  
Anthony W. Batts

  
Robert Maloney

  
Deborah F. Moore-Carter

  
Jerry Rodriguez

  
Dean Palmer

  
Ganesha Martin

  
Quinton M. Herbert

APPROVED FOR LEGAL FORM AND  
LEGAL SUFFICIENCY:

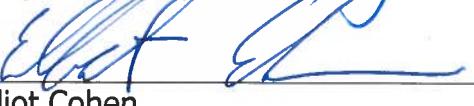
  
Suzanne Sangree  
Chief Solicitor

BALTIMORE CITY LODGE NO. 3  
FOP UNIT I:

  
Robert E. Cherry, Jr.

  
Gene S. Ryan

  
Gary McHinney

  
Elliot Cohen

  
Todd Corriiveau

  
Bryan England

  
Jonathan Glazerman

  
Lisa Riha

  
Herbert R. Weiner

NOTED BY THE BOARD OF ESTIMATES:

  
Clerk JAN 21 2015 Date

Page 40 of Memorandum of Understanding (FY 2014 - 2016) by and between the Baltimore City Police Department and Baltimore City Lodge No. 3, FOP, Inc, Unit I.

**ADDENDUM A**  
**HEALTH & WELFARE BENEFITS**

<b>FROM</b>	NAME & TITLE <b>Deborah F. Moore-Carter, Labor Commissioner</b> AGENCY NAME & ADDRESS <b>OFFICE OF THE LABOR COMMISSIONER</b> <b>417 EAST FAYETTE STREET, SUITE 1405</b>	<span style="font-size: 2em; color: blue;">DLMC</span> <b>CITY OF BALTIMORE</b> <b>MEMO</b> 396-4365
<b>SUBJECT</b>	<b>HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT</b>	

**TO** Honorable President and Members  
of the Board of Estimates

DATE **October 31, 2012**



Dear Mr. President and Members:

**ACTION REQUESTED OF THE BOARD OF ESTIMATES:**

Authorization is requested from your Honorable Board to execute the attached negotiated Health and Prescription Drug Plan Agreement between the Mayor and City of Baltimore, Labor Commissioner's Office, Fraternal Order of Police, IAFF, Local 734 Fire Fighters, IAFF, Local 964 Fire Officers, City Union of Baltimore and AFSCME, Council 67 Locals 44, 558 and 2202. The City's obligation to the Managerial and Professional Society is to "meet and confer", but MAPS was invited to participate in the discussions regarding the new health plan structure.

**AMOUNT AND SOURCE OF MONEY:**  
N/A

**BACKGROUND AND EXPLANATION:**

The Labor Commissioner negotiated a new Health and Prescription Drug Plan Agreement on behalf of the Mayor and City of Baltimore. The attached agreement, which was drafted by attorneys representing the City of Baltimore and the Unions, reflects those terms and conditions agreed to. Effective January 1, 2013, employees will participate in a new health and prescription drug plan structure that offers various plan tiers.

**MBE/WBE PARTICIPATION:**  
N/A

**BALTIMORE CITY RESIDENTS FIRST (BCRF):**

BCRF applicable  yes  no

If not, why:  other (Health and Prescription Plan Agreement for City Employees)  
BCRF Certification Statement completed and returned to Agency  yes  no

**LABOR COMMISSIONER:**

*Deborah F. Moore-Carter*  
Deborah F. Moore-Carter

**APPROVED BY THE BOARD OF ESTIMATES:**

*Kimberly C. Washington*  
Clerk  
Date **Oct 7 2012**

**NOV 7 2012**

DFMC/lap/Health DrugPlan  
cc: Kimberly C. Washington

## **HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT**

As a result of negotiations between the City of Baltimore and the Unions which represent employees in the City including CUB, AFSCME, FOP, MAPS<sup>1</sup> and the Fire Unions,<sup>2</sup> the parties have reached agreement on the following terms related to the health and prescription drug plans for active employees for FY 2013 and, with respect to certain related matters, beyond FY 2013:

1. For the period July 1, 2012 through December 31, 2012, the health plans and prescription drug plan, which have been in effect during FY 2012, shall remain in effect unchanged. Employees shall continue to pay \$7.00 per pay period which they were paying in FY 2012 and such payment shall cease as of December 31, 2012.
2. Effective January 1, 2013, the City shall continue to offer the same health plans including certain HMOs, the Blue Cross PPN, United Health Care PPO/POS and Aetna PPO.
3. Employees electing an HMO: The benefits provided under any of the HMOs shall remain as they were in FY 2012 (e.g., office visit charges, etc.). Employees who elect an HMO shall pay 10% of the monthly premium for such coverage and the City shall pay 90%. Employees shall also pay 20% of the prescription drug premium.
4. Employees who elect a Preferred Provider Network ("PPN") or Point of Service Plan ("POS"), shall have the option of choosing one of two levels of benefits from among those health insurance providers:
  - a. **Standard Plan:** Employees who elect the Standard Plan shall receive the benefits set forth on the attached Standard Plan schedule of benefits (Attachment A). The benefits shall be the same for all employees enrolled in the Standard Plan (and their enrolled dependents); provided, however, there shall be two tiers of out of pocket maximums under the Standard Plan based upon salary. The "out of pocket maximum" under a Standard Plan is the maximum amount that an enrolled employee (and their enrolled dependents) must pay to contribute to the actual cost of services and benefits provided during a calendar year; provided, however, that the Office Visit fees shall be separate and shall continue to apply after the out of pocket maximum is met.<sup>3</sup> The out of pocket maximum is in addition to the first dollar deductible, which also shall be charged to enrolled employees (and their enrolled dependents) for the cost of services and benefits provided during a plan year. The two tiers of out of pocket maximum, based on the employee's total annual salary as of July 1, 2012 through December 31, 2015, shall be as follows:

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<sup>1</sup> The City's obligation to MAPS is to "meet and confer," but MAPS was invited to participate in the discussions regarding the new health plan structure.

<sup>2</sup> The Fire Unions each reached agreement on a new MOU for FY 2013 earlier in the year, with an understanding that they would be bound to the extent represented in their MOUs by the health plans agreed to by certain other Unions and that the Fire Unions' terms would not be less favorable than the other Unions. The Fire Unions participated in the discussions resulting in this Agreement, but not as a formal party to the negotiations.

<sup>3</sup> There shall be one out of pocket maximum for both medical and mental health expenses.

OOP Max.

Employees with a salary below \$45,000    \$1,000/\$2,000

Employees with a salary \$45,000 or more    \$1500/\$3,000

These differences in out of pocket maximum are reflected on Attachment A.

b. **High Option Plan:** Employees who elect the High Option Plan shall continue to receive benefits that are the same as the benefits which are presently being provided (*i.e.*, the calendar year 2012 benefits) under the Blue Cross PPN, United Health Care PPO/POS and Aetna PPOs (Attachment B). Employees who elect the High Option Plan shall pay the difference between 80% of the Standard Plan premium for the calendar year for the same plan (*i.e.*, the Employer's contribution to the Standard Plan) and the premium charged by the provider or the City for the same calendar year for the same provider's High Option Plan.

5. For the standard PPN and POS plans, the prescription drug benefit shall be as it appears on Attachment A (e.g., \$5, \$30, and \$50 for generic, preferred brand and non-preferred, respectively) with a \$50 per year per person deductible. For the High Option PPN and POS plans, the prescription drug benefit shall be without a deductible, and copays shall remain as they were for the City prescription drug plan in calendar 2012.

6. Beginning with calendar year 2013, the City shall annually provide a rate schedule for each of the offered health insurance plans containing separate pricing for medical coverage, prescription drug coverage, and medical and prescription drug combined. For calendar year 2013, the bi-weekly employer/employee split in premium rates (medical and prescription) for the offered plans are set forth on Attachment C. A schedule similar to that for calendar 2013 shall be distributed to participating employees for each subsequent calendar year.

7. Each calendar year, new rates shall be calculated for the various health insurance plans and the prescription drug plan, on a plan to plan basis. Participating employees shall pay 20% of the premium for the prescription drug plan, and 10% of the premium for the HMOs. For calendar year 2013, the premiums for the standard PPN and POS plans are set forth in Attachment B. For subsequent plan years, *i.e.*, calendar years 2014 and 2015, employees participating in a standard PPN or POS plan shall pay 20% of the year over year premium increase for that plan. For calendar year 2013, and for subsequent plan years, *i.e.*, calendar years 2014 and 2015, the High Option Plan premium shall be computed using the same method as in ¶ 4.b, above (employees shall pay the difference between 80% of the Standard Plan (the Employer's contribution and the full premium for the High Option Plan).

8. The City shall keep the structure of the Standard Plans (e.g., the \$250 deductible, office visit charges, 10% co-pay, out-of pocket maximums, etc.) and High Option Plans the same for calendar years 2013, 2014 and 2015.

9. The City shall re-establish the City/Unions Health Insurance Committee (the "HIC"), with equal Union and management representation, no later than November 1, 2012. As the HIC, the City and the Unions will, no less frequently than one time each calendar quarter,

meet to discuss cost containment, efficiencies, wellness and other relevant issues and to review data for each plan and all other pertinent information as raised or requested by the Unions or the City. One of the aforementioned quarterly meetings shall be used to discuss each health insurance providers' annual report as set forth in ¶ 10, a below. The HIC shall include representatives appointed by each employee organization designated as an exclusive representative under the Municipal Employee Relations Ordinance, one representative from the Managerial and Professional Society of Baltimore, Inc., and at least one management representative from the Office of the Labor Commissioner, City Human Resources, City Benefits, City Finance and the Mayoral Administration. As they choose, the parties' representatives may designate professional consultants to attend meetings of the HIC. Should the Unions choose to have a consultant participate in these meetings, they shall choose a joint consultant.

10. Annual Provider Report and Meeting with Unions: No later than June 15, each year, each health insurance plan provider engaged by the City shall provide the City with an "Annual Provider Report" which shall include data relating to enrollment, claims, administrative costs, usage trends, and other relevant information about the plan. The Annual Provider Report shall also provide the premium rates which are being proposed for the next plan/calendar year with data supporting those rates. The Annual Provider Report for each plan shall be provided to the Unions. The HIC shall meet to discuss this information including any proposed premium increases. It is expected that the Annual Provider Reports shall be provided and this meeting shall be held in the May or June preceding the next calendar/plan year. If requested, the City shall arrange for its Health Plans consultant to confer with the similar consultant designated by the Unions, and the two consultants may be required to attend the meeting(s) of the City and the Unions concerning the Annual Provider Reports.

11. Audit process: The City shall audit its medical providers and/or administrators to ensure reasonable accuracy in billings, claims paid and costs incurred, and to ensure that each individual covered by the City's benefits is eligible for such coverage (e.g., has not exceeded the age limit, is an eligible spouse, family member, etc.). The City shall disclose its audit practices to the Unions, and the Unions may request and be provided with the results of such audit reports, and such when audit reports are received, it shall forward copies of the reports to the Unions through the HIC.

12. Requests for Proposals: As appropriate and consistent with the City's Charter, the City shall have the right to issue Requests for Proposals (RFPs) for each plan year beginning with calendar year 2014 through which the City may solicit proposals from existing and other interested health insurance providers. The terms of the RFPs shall be consistent the plan structures referred to in ¶ 8 of this Summary of Agreement. The City shall advise the Unions of its intention to issue RFPs at least thirty (30) days before they are released. Should the City decide that it wishes to add or eliminate a particular health insurance provider following the issuance of an RFP, the City shall advise the Unions and provide the reasons why it desires to make a proposed provider change (e.g., because of premium increases, service to participants, lack of participation in a given plan, efficiency through consolidation, etc.) at least 30 days before such proposed action is presented to the Board of Estimates. The Unions shall have a meaningful opportunity to discuss any such proposed changes within the Health Insurance

Committee, including a representative of the Mayoral Administration, and to provide input in that manner before any change is finalized by action of the Board of Estimates.

13. Refunds from Self-Insured Plan: For each plan year, the provider shall prepare a year-end reconciliation, to account for premiums and payments charged to employees and participants and costs incurred to provide benefits. In the event that a refund results from the difference between premiums and payments received from covered employees and participants in excess of plan expenses, any year-end refund shall be retained to fund the City's self-insured health insurance plan, including maintaining proper reserves. Surplus funds may not be applied by the City for any other purpose than the City's medical insurance plans.

14. This Summary of Agreement and referred to Attachments shall be included as an Attachment to the various Unions MOUs.

MAYOR AND CITY  
OF BALTIMORE

BALTIMORE CITY LODGE NO. 3,  
FRATERNAL ORDER OF POLICE, INC.

BY: Deborah S. Moose-Carter

BY: R. J. Cherry Jr.

DATE: October 25, 2012

DATE: 24 Oct 2012

AFSCME, LOCAL 14

AFSCME, LOCAL 2202

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AFSCME, LOCAL 558

CITY UNION OF BALTIMORE

BY: \_\_\_\_\_

BY: Brenda Taylor

DATE: \_\_\_\_\_

DATE: 10 - 25 - 12

APPROVED BY THE BOARD OF ESTIMATES:

Brenda Taylor Clerk  
Date NOV 07 2012

14833665v.1

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY THIS 23 DAY OF

November 2012  
Darryl D. Wilkerson  
Assistant City Solicitor

MANAGERIAL AND PROFESSIONAL  
SOCIETY OF BALTIMORE, INC. ("MAPS")

BY: Pamela K. Sloss

DATE: 10/19/12

IAFF, LOCAL 734

BY: John H.

DATE: 10/26/12

IAFF LOCAL 964

BY: M. Cud

DATE: 10/17/12

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY THIS 2nd DAY OF

October 2012  
Douglas A. King  
Assistant City Solicitor

APPROVED BY THE BOARD OF ESTIMATES:

Daneed Jager  
Date NOV 07 2012 Clerk

## Attachment A

### Schedule of Standard Plan Design

	Standard Plan Design	
	In Network To Age 26	Out-of-Network To Age 26
<b>Dependent Age</b>		
Annual Deductible		
Single	\$250	\$500
Family	\$500	\$1,000
Does the deductible count towards the OOP maximum?	N	N
<b>Annual Out of Pocket Maximum</b>		
Single	<\$45,000 \$1,000 >\$15,000 \$1,500	<\$45,000 \$2,000 >\$15,000 \$3,000
Family	<\$45,000 \$2,000 >\$45,000 \$3,000	<\$45,000 \$4,000 >\$45,000 \$6,000
<b>Network Sharing</b>		
Does the deductible and the OOP cross apply to In-Network and Out-of-Network (Y or N)?	Y	Y
<b>Annual Out of Pocket Maximum (Mental Health &amp; Sub Abuse) (see Footnote 1)</b>		
Single	<\$45,000 \$1,000 >\$15,000 \$1,500	<\$45,000 \$2,000 >\$15,000 \$3,000
Family	<\$45,000 \$2,000 >\$45,000 \$3,000	<\$45,000 \$4,000 >\$45,000 \$6,000
<b>Inpatient Hospital</b>		
Room and Board	Preauthorization Required 90%	Preauthorization Required 70%
Other Inpatient expenses	90%	70%
Transplants	90%	70% (OON Limit \$30,000 per transplant)
Inpatient Hospital Mental Health		
Room and Board	Preauthorization Required 90%	Preauthorization Required 70%
Other inpatient expenses	90%	70%
Inpatient Hospital Substance Abuse		
Room and Board	Preauthorization Required 90%	Preauthorization Required 70%
Other inpatient expenses	90%	70%
Skilled Nursing/Extended Care Facility (coordinates w/ Medicare)	90% (60 days per year combined)	70% (60 days per year combined)
<b>Outpatient Hospital</b>	24 hour nurse line	24 hour nurse line
Emergency room for medical emergency	90%	90%

1 The Annual Out-of-Pocket Maximum for both Medical and Mental Health Substance Abuse expenses are one and the same, and Participants only have to meet one (1) annual Out-of-Pocket maximum

FY 2014-16

	Standard Plan Design	
	In Network	Out of Network
Emergency room for accidental injury (within 72 hours)	90%	90%
Outpatient Surgery	90%	70%
Outpatient Laboratory	90%	70%
Outpatient Radiology	90%	70%
Physician Services	90%	70%
Inpatient Surgery	90%	70%
Outpatient Surgery	90%	70%
Maternity	100%, after copay*	70%
Routine Primary Care Office Visits-Adults	100%	100%
Routine Primary Care Office Visits-Well Child Care	100%	100%
Other Primary Care Visits (sickness)	\$25 copay	70%
Specialist Office Visits	\$40 copay	70%
Inpatient Visits	90%	70%
Outpatient Mental Health Visits	\$25 copay**	70%
Outpatient Radiology (doctor's office or independent facility)	50%	70%
Outpatient Laboratory (doctor's office or independent facility)	90%	70%
Allergy or hormone injections by nurse in physician's office	90%	70%
Immunization (Childhood)	Covered at 100%	Covered at 100%
Routine Immunizations	Covered at 100%	Covered at 100%
Home Health Care	90%	70%
Durable Medical Expenses	90%	70%
Chiropractic Treatment (12 visits/manips per yr)	\$25 copay	70%
Eye Wear	Not covered	Not covered
Hearing Aids	90% up to \$5,000 limit per hearing aid every 36 mos***	70% up to \$5,000 limit per hearing aid every 36 mos***
Optometry Exams	\$25 copay	70%
Hearing Exams	90%	70%
Prescription Drug Deductible	Prior authorization required for certain specialty drugs \$50 per person	
Retail	\$5 for Generics \$30 for Formulary Brand \$50 for Brand & Specialty	
Mail Order (90 days supply)	\$10 for Generics \$60 for Formulary Brand \$100 for Brand & Specialty	
Annual Rx OOP Limit	None	

FY 2014-16

\*Pre- and Post-natal care - For services provided in the Physician's office, a Specialist copayment will only apply to the initial office visit to determine pregnancy, then services will be covered in full.

\*\* Due to Federal Mental Health Parity, MH/SA office visit copay must match the Primary Physician copay

\*\*\*Per Legal and Compliance, because of recent ADA amendments, our Hearing Aid Limit is \$5,000

Note: We will also be required to include the State mandates such as IVF; Medical Foods; Surgical Morbid Obesity etc.

FY 2014-16

**ATTACHMENT B**  
**Schedule of High Option Plan Design**

Dependent Age	High Option Design	
	To Age 18	To Age 19
Annual Deductible Single (Fees)	None None	None None
Does the deductible count towards the OOP maximum?	N	N
Annual Out-of-Pocket Maximum		
Employee Fwy < \$43,000 - Single Employee Fwy < \$43,000 - Family Employee Fwy > \$43,000 - Single Employee Fwy > \$43,000 - Family	None	\$1,500 (use inpatient)
Network Sharing Does the deductible and the OOP criteria apply to In-Network and Out-of-Network (Y or N)?	N	N
Inpatient Hospital Room and Board	Prior Authorization Required 100%	Prior Authorization Required \$100 deductible per admission, then plan pays 10% up to \$1,500 OOP limit per admission [Represented] MAPS Up \$100/10%=\$1,500
Other inpatient expenses Transplants	100%	10% CareFirst 10% allowed benefit
Inpatient Hospital Mental Health Room and Board	Prior Authorization Required 100%	Prior Authorization Required \$100 deductible per admission, then plan pays 10% up to \$1,500 OOP limit per admission [Represented] MAPS Up \$100/10%=\$1,500
Other inpatient expenses	\$10 copay per visit, \$100 allowed benefit	80%

FY 2014-16

	High Plan Design	
	MAPS Only	UHC Only
Inpatient Hospital Subsidies Allow:		
Room and Board	Prescription Required	Prescription Required
Other Inpatient expenses	100%	80%
Skilled Nursing/Extended Care Facility (coordinates w/ Medicare)	100%	80%
	UHC Covered in full when medically necessary with prior approval	UHC 100% allowed benefit
Outpatient Hospital		
Emergency room for medical emergency	24 hour nurse line	24 hour nurse line
Emergency room for accidental injury (within 72 hours)	100%	80%
	\$50 copay, waived if admitted	\$50 copay, waived if admitted
Outpatient Surgery	100%	80%
Outpatient Laboratory	100%	80%
Outpatient Radiology	100%	80%
Physician Services	100%	80%
Inpatient Surgery	100%	80%
Outpatient Surgery	100%	80%
Midwifery	UHC \$1 copay for initial visit to determine pregnancy, then covered at 60%	UHC \$1 copay for initial visit to determine pregnancy, then 100% allowed benefit Coverage: \$100 deductible per admission, then plan pays 80% up to \$1,500 OOP limit per admission (Represented), or \$100 (70%-\$1 copay MAPS 1%)
Routine Primary Care Office Visits-Adults	Represented \$10 MAPS 1/n \$20 UHC \$5 copay per visit Coverage: \$10 copay Represented \$30	80%
Routine Primary Care Office Visits-Well Child Care		10%

FY 2014-16

	High Plan Design	
	MAPS Only	UHC Only
Other Primary Care Visits (Inpatient)	MAPS Only \$3 UHC \$1 copay per visit Carefirst \$14 copay	UHC \$3 copay per visit Carefirst \$10 then 80% of allowed benefit
Emergency Office Visits	Represented \$10 MAPS \$10 UHC \$1 copay per visit Carefirst \$10 copay	80% UHC \$3 copay per visit, 100% allowed benefit
Inpatient Visits	Represented \$15 MAPS \$14; \$25 UHC \$3 copay per visit	100% UHC \$3 copay per visit, 100% allowed benefit
Outpatient Mental Health Visits (Covered the same as Primary Care Visits)	Covered the same as Primary Care Visits	Covered the same as Primary Care Visits
Outpatient Radiology (Doctor's office or independent facility)	100%	80% UHC 100% allowed benefit MAPS
Outpatient Laboratory (doctor's office or independent facility)	100%	UHC 100% allowed benefit MAPS
Allergy or hormone injections by nurse in physician's office	110% UHC testing covered \$5 copay, Serum covered to a max of \$200 yr Carefirst: Testing 100% allowed benefit, Serum not covered (see Rx)	UHC testing covered \$5 copay, then 100% of allowed benefit, Serum covered to a max of \$200 yr Carefirst: Testing 80% allowed benefit, Serum not covered (see Rx)
Immunization (Childhood) Routine Immunizations	Covered at 100% Covered at 100%	Covered at 100% Covered at 100%
Physical Therapy (combined physical, speech and occupational therapy)	\$10 copay per visit MAPS 100% for 100 visits per year UHC: \$5 copay per visit, combined max 80 visits per year Carefirst: MAPS/Upper office 100% allowed benefit, prescription required after 100 visits with, limited to 100 combined visits per year Carefirst: MAPS/Upper office 80% allowed benefit, prescription required after 100 visits	\$100 deductible per subscriber, then plan pays 80% up to \$1,350 OOP limit per subscriber MAPS \$110 70%/\$1,350 UHC \$5 copay per visit, then 100% allowed benefit, combined max 80 visits per year Carefirst: MAPS/Upper office 80% allowed benefit, prescription required after 100 visits

FY 2014-16

	High Plan Design	
	CareFirst	UHC (100%)
	CareFirst: Represented \$10 copay, office 100% allowed benefit, pre-authorization required after 10 <sup>th</sup> lifetime visit, limited to 100 combined visits per year	lifetime visit, limited to 100 combined visits per year
<b>Hospital Care</b>	100%	100%
Durable Medical Expenses	Subject to deductible and co-insurance UHC covered in full, pre-authorization required	Subject to deductible and co-insurance UHC 100% allowed benefit; pre-authorization required
<b>Chiropractic Treatment (13 visits/months per yr)</b>	100%	100%
<b>Eye Wear</b>	Not covered	Not covered
IVF/Fertilization (IVF)	CareFirst - 100% allowed benefit*, \$12,000 maximum lifetime. Pre-Authorization Required UHC - 100% Allowable Charges, \$100,000 Lifetime maximum; up to 3 attempts per Live birth	CareFirst - 100% allowed benefit*; \$12,000 maximum lifetime. Pre-Authorization Required UHC - 100% Allowable Benefits, \$100,000 Lifetime maximum; up to 3 attempts per Live birth
<b>Hearing Aids</b>	100%	100%
<b>Prescription Drug</b>	Prior authorization required for certain drugs	
Deductible	N/A	
	Represented	NAPS & Unrepresented
Brand - Generic	\$10	\$15
Brand - Preferred Brand	\$10	\$20

FY 2014-16

	Initial Copay Design	
	Initial Visit	Subsequent Visit
Retail - Non-Preferred Brand & Specialty	\$10	\$40
Mail - Generic	\$15	\$30
Mail - Preferred Brand	\$25	\$50
Retail - Non-Preferred Brand & Specialty	\$15	\$50
Annual Rx OOP Limit	None	

\*Pre- and Post-natal care - For services provided in the Physician's office, a Specialist copayment will only apply to the initial office visit to determine pregnancy, then services will be covered in full.

\*\* Due to Federal Mental Health Parity, MHS/SA office visit copay must match the Primary Physician copay

\*\*\* Per Legal and Compliance, because of recent ADA amendments, our Hearing Aid Limit is \$3,000

FY2014-16

**ATTACHMENT C**  
**City of Baltimore Contract Period 1/1/2013 to 12/31/2013**  
**2012 Vs. 2013 Active Rate Comparison**

**I. Actives - CareFirst PPO High**

Role Type	2012 Total City Rate/Plan Name	2013 Total City Rate/Plan Name	2012 Total Weekly Premium	2012 Total Weekly Rate/Plan	2013 Total Weekly Premium	2013 Total Weekly Rate/Plan	2012 Average Premium	2013 Average Premium	2012 Total Weekly Rate/Plan
Employee	\$109.37	\$110.81	\$49.51	\$7.00	\$50.81	\$49.49	\$325.84	\$325.84	\$325.84
Employee plus Child	\$1,310.00	\$1,315.16	\$101.62	\$7.00	\$102.32	\$1,310.32	\$244.87	\$245.07	\$245.07
Employee plus Spouse/Domestic Partner	\$1,197.43	\$1,202.13	\$110.53	\$7.00	\$117.43	\$1,199.35	\$181.33	\$181.53	\$181.53
Employee and Family	\$1,304.83	\$1,310.71	\$102.45	\$7.00	\$127.41	\$1,304.83	\$242.83	\$243.21	\$243.21

**II. Actives - CareFirst PPO Standard**

Role Type	2012 Total City Rate/Plan Name	2013 Total City Rate/Plan Name	2012 Total Weekly Premium	2012 Total Weekly Rate/Plan	2013 Total Weekly Premium	2013 Total Weekly Rate/Plan	2012 Average Premium	2013 Average Premium	2012 Total Weekly Rate/Plan
Employee	\$330.37	\$340.00	\$49.51	\$7.00	\$50.81	\$325.84	\$245.84	\$245.84	\$245.84
Employee plus Child	\$1,020.00	\$1,025.16	\$101.62	\$7.00	\$102.32	\$1,020.32	\$244.87	\$245.07	\$245.07
Employee plus Spouse/Domestic Partner	\$1,097.43	\$1,102.13	\$110.53	\$7.00	\$117.43	\$1,099.35	\$181.33	\$181.53	\$181.53
Employee and Family	\$1,304.83	\$1,310.71	\$102.45	\$7.00	\$127.41	\$1,304.83	\$242.83	\$243.21	\$243.21

**III. Actives - UHC POS HMO**

Role Type	2012 Total City Rate/Plan Name	2013 Total City Rate/Plan Name	2012 Total Weekly Premium	2012 Total Weekly Rate/Plan	2013 Total Weekly Premium	2013 Total Weekly Rate/Plan	2012 Average Premium	2013 Average Premium	2012 Total Weekly Rate/Plan
Employee	\$408.42	\$414.01	\$48.01	\$7.00	\$50.81	\$403.41	\$263.77	\$263.49	\$263.49
Employee plus Child	\$1,048.07	\$1,048.07	\$177.41	\$7.00	\$204.41	\$1,021.31	\$260.83	\$210.83	\$210.83
Employee plus Spouse/Domestic Partner	\$1,040.71	\$1,042.41	\$175.62	\$7.00	\$205.62	\$1,034.71	\$261.43	\$211.43	\$211.43
Employee and Family	\$1,429.24	\$1,434.00	\$178.02	\$7.00	\$216.02	\$1,402.41	\$282.41	\$232.41	\$232.41

FY 2014-16

<b>IV. Actives - UHC POS Standard</b>								
Role Type	2012 FOB Comp	2012 Pay Rate	2012 FOB	2012 FOB Weekly	2012 Total UHC	2012 Total FOB	2012 Pay Rate	2012 FOB
	Full Permission	Weekly, Standard	Weekly, Standard	By Month	By Month	By Month	Full Permission	Weekly, Standard
Employee	\$109.42	\$109.42	\$48.01	\$7.00	\$114.41	\$127.43	\$109.77	\$109.42
Employee plus Child	\$146.97	\$146.97	\$67.41	\$7.00	\$154.41	\$160.50	\$146.92	\$146.97
Employee plus Domestic Partner	\$1,046.71	\$1,046.71	\$428.71	\$7.00	\$1,153.42	\$1,167.04	\$1,046.42	\$1,046.71
Employee and Family	\$1,416.24	\$1,416.24	\$513.01	\$7.00	\$1,523.03	\$1,537.04	\$1,416.41	\$1,416.24

<b>V. Actives - Astra PPO High</b>								
Role Type	2012 FOB Comp	2012 Pay Rate	2012 FOB	2012 FOB Weekly	2012 Total UHC	2012 Total FOB	2012 Pay Rate	2012 FOB
	Full Permission	Weekly, Standard	Weekly, Standard	By Month	By Month	By Month	Full Permission	Weekly, Standard
Employee	\$109.42	\$109.42	\$48.49	\$7.00	\$112.44	\$119.43	\$109.89	\$109.42
Employee plus Child	\$146.97	\$146.97	\$67.79	\$7.00	\$154.79	\$161.70	\$146.94	\$146.97
Employee plus Domestic Partner	\$1,046.71	\$1,046.71	\$429.39	\$7.00	\$1,156.39	\$1,172.35	\$1,046.92	\$1,046.71
Employee and Family	\$1,416.24	\$1,416.24	\$513.73	\$7.00	\$1,523.73	\$1,539.03	\$1,416.40	\$1,416.24

<b>VI. Actives - Astra PPO Standard</b>								
Role Type	2012 FOB Comp	2012 Pay Rate	2012 FOB	2012 FOB Weekly	2012 Total UHC	2012 Total FOB	2012 Pay Rate	2012 FOB
	Full Permission	Weekly, Standard	Weekly, Standard	By Month	By Month	By Month	Full Permission	Weekly, Standard
Employee	\$109.42	\$109.42	\$48.48	\$7.00	\$112.43	\$119.42	\$109.88	\$109.42
Employee plus Child	\$146.97	\$146.97	\$67.78	\$7.00	\$154.78	\$161.70	\$146.91	\$146.97
Employee plus Domestic Partner	\$1,046.71	\$1,046.71	\$429.38	\$7.00	\$1,156.38	\$1,172.37	\$1,046.89	\$1,046.71
Employee and Family	\$1,416.24	\$1,416.24	\$513.72	\$7.00	\$1,523.72	\$1,539.03	\$1,416.40	\$1,416.24

FY 2014-16

## ADDENDUM B

### City of Baltimore Baltimore Police Department Salary Schedules - Unit I

**Effective  
7/1/13**

<b>Service Step</b>	<b>Police Officer</b> <b>Grade 723</b>	<b>Flight Officer</b> <b>Grade 726</b>	<b>Flight Officer</b> <b>EID</b> <b>Grade 796</b>	<b>Police Agent</b> <b>EID</b> <b>Grade 799</b>
1	\$ 43999	\$ 0	\$ 0	\$ 43643
2	\$ 44104	\$ 0	\$ 0	\$ 44648
3	\$ 44773	\$ 0	\$ 0	\$ 45656
4	\$ 52976	\$ 0	\$ 0	\$ 54463
5	\$ 56312	\$ 63990	\$ 65062	\$ 57797
6	\$ 59409	\$ 68041	\$ 69113	\$ 60844
7	\$ 60004	\$ 68723	\$ 69795	\$ 61451
8	\$ 60598	\$ 69401	\$ 70473	\$ 62060
9	\$ 61191	\$ 70081	\$ 71153	\$ 62668
10	\$ 61788	\$ 70764	\$ 71836	\$ 63276
11	\$ 62380	\$ 71444	\$ 72516	\$ 63887
12	\$ 62975	\$ 72123	\$ 73195	\$ 64495
13	\$ 63570	\$ 72805	\$ 73876	\$ 65076
14	\$ 64163	\$ 73485	\$ 74556	\$ 65710
15	\$ 64757	\$ 74166	\$ 75237	\$ 66320
16	\$ 65351	\$ 74845	\$ 75916	\$ 66928
17	\$ 65945	\$ 75526	\$ 76597	\$ 67535
18	\$ 66539	\$ 76232	\$ 77304	\$ 68145
19	\$ 67132	\$ 76886	\$ 77958	\$ 68754
20	\$ 67728	\$ 77568	\$ 78640	\$ 69360
21	\$ 68322	\$ 78223	\$ 79294	\$ 69969
22	\$ 68915	\$ 78928	\$ 80000	\$ 70579
23	\$ 69509	\$ 79609	\$ 80681	\$ 71187
24	\$ 70104	\$ 80289	\$ 81361	\$ 71794
25	\$ 70698	\$ 80970	\$ 82041	\$ 72404
26	\$ 71291	\$ 81650	\$ 82721	\$ 73012

**City of Baltimore**  
**Baltimore Police Department**  
**Salary Schedules - Unit I**

**Effective**  
**7/1/14**

<b>Service Step</b>	<b>Police Officer</b>	<b>Flight Officer</b>	<b>Flight Officer EID</b>	<b>Police Agent EID</b>
	<b>Grade 723</b>	<b>Grade 726</b>	<b>Grade 796</b>	<b>Grade 799</b>
1	\$ 46199	\$ 0	\$ 0	\$ 45825
2	\$ 46309	\$ 0	\$ 0	\$ 46880
3	\$ 47012	\$ 0	\$ 0	\$ 47939
4	\$ 55625	\$ 0	\$ 0	\$ 57186
5	\$ 59128	\$ 67190	\$ 68315	\$ 60687
6	\$ 62379	\$ 71443	\$ 72569	\$ 63886
7	\$ 63004	\$ 72159	\$ 73285	\$ 64524
8	\$ 65446	\$ 74953	\$ 76111	\$ 67025
9	\$ 66086	\$ 75687	\$ 76845	\$ 67681
10	\$ 66731	\$ 76425	\$ 77583	\$ 68338
11	\$ 67370	\$ 77160	\$ 78317	\$ 68998
12	\$ 68013	\$ 77893	\$ 79051	\$ 69655
13	\$ 68656	\$ 78629	\$ 79786	\$ 70282
14	\$ 69296	\$ 79364	\$ 80520	\$ 70967
15	\$ 69938	\$ 80099	\$ 81256	\$ 71626
16	\$ 72540	\$ 83078	\$ 84267	\$ 74290
17	\$ 73199	\$ 83834	\$ 85023	\$ 74964
18	\$ 73858	\$ 84618	\$ 85807	\$ 75641
19	\$ 74517	\$ 85343	\$ 86533	\$ 76317
20	\$ 75178	\$ 86100	\$ 87290	\$ 76990
21	\$ 75837	\$ 86828	\$ 88016	\$ 77666
22	\$ 76496	\$ 87610	\$ 88800	\$ 78343
23	\$ 77155	\$ 88366	\$ 89556	\$ 79018
24	\$ 77815	\$ 89121	\$ 90311	\$ 79691
25	\$ 78475	\$ 89877	\$ 91066	\$ 80368
26	\$ 79133	\$ 90632	\$ 91820	\$ 81043

**City of Baltimore**  
**Baltimore Police Department**  
**Salary Schedules - Unit I**

**Effective**  
**7/1/15**

<b>Service Step</b>	<b>Police Officer</b>	<b>Flight Officer</b>	<b>Flight Officer EID</b>	<b>Police Agent EID</b>
	<b>Grade 723</b>	<b>Grade 726</b>	<b>Grade 796</b>	<b>Grade 799</b>
1	\$ 48971	\$ 0	\$ 0	\$ 48575
2	\$ 49088	\$ 0	\$ 0	\$ 49693
3	\$ 49833	\$ 0	\$ 0	\$ 50815
4	\$ 58963	\$ 0	\$ 0	\$ 60617
5	\$ 62676	\$ 71221	\$ 72414	\$ 64328
6	\$ 66122	\$ 75730	\$ 76923	\$ 67719
7	\$ 66784	\$ 76489	\$ 77682	\$ 68395
8	\$ 69373	\$ 79450	\$ 80678	\$ 71047
9	\$ 70051	\$ 80228	\$ 81456	\$ 71742
10	\$ 70735	\$ 81011	\$ 82238	\$ 72438
11	\$ 71412	\$ 81790	\$ 83016	\$ 73138
12	\$ 72094	\$ 82567	\$ 83794	\$ 73834
13	\$ 72775	\$ 83347	\$ 84573	\$ 74499
14	\$ 73454	\$ 84126	\$ 85351	\$ 75225
15	\$ 74134	\$ 84905	\$ 86131	\$ 75924
16	\$ 76892	\$ 88063	\$ 89323	\$ 78747
17	\$ 77591	\$ 88864	\$ 90124	\$ 79462
18	\$ 78289	\$ 89695	\$ 90955	\$ 80179
19	\$ 78988	\$ 90464	\$ 91725	\$ 80896
20	\$ 79689	\$ 91266	\$ 92527	\$ 81609
21	\$ 80387	\$ 92038	\$ 93297	\$ 82326
22	\$ 81086	\$ 92867	\$ 94128	\$ 83044
23	\$ 81784	\$ 93668	\$ 94929	\$ 83759
24	\$ 82484	\$ 94468	\$ 95730	\$ 84472
25	\$ 83184	\$ 95270	\$ 96530	\$ 85190
26	\$ 83881	\$ 96070	\$ 97329	\$ 85906



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

## ***ADDENDUM C SECONDARY EMPLOYMENT***

ANTHONY W. BATTES  
Police Commissioner

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

### ***RE: Secondary Employment***

Dear President Ryan:

This letter will affirm our agreement in principle, to allow members of FOP, Unit I and Unit II to engage in secondary employment in uniform and armed with the issued service weapon within the limits of Baltimore City. The Police Commissioner shall exercise sole authority to determine whether, in all circumstances, each individual employment in which the uniform is to be worn should be permitted, based upon, but not limited to, the type of work, the suitability of the employer, and the number of scheduled hours the members will devote to the employment, in compliance with department policy and other operational considerations. A member may work in approved secondary employment not to exceed thirty-two (32) hours per week. No more than twenty (20) of those hours shall be worked in assignments outside those administered by the Overtime Unit unless the remaining 12 hours of City Secondary are not available, in which case the member may work up to the 32 hour limit. The Police Commissioner may authorize other approved secondary not subject to the twenty (20) hour limit such as hotels, hospitals, and schools.

During a week where the member is off five (5) or more leave days, other than medical leave, a member shall not work more than forty (40) hours of approved secondary employment.

The Police Commissioner reserves the right to revoke permission previously granted at any time. The decision of the Police Commissioner in these matters shall be final and not subject to grievance procedures set forth in any collective bargaining agreements.

The guidelines set forth in General Order (GO Q-2) shall govern the terms of this policy, based on recommendations of a committee comprised of my designees and members of the FOP, Lodge #3.

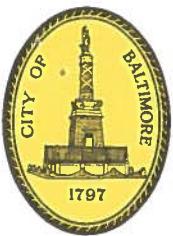
Accepted for the Fraternal Order of Police:

Gene S. Ryan, President

cc: Jerry Rodriguez  
Dean Palmere

Sincerely,

  
Anthony W. Batts  
Commissioner



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

## ADDENDUM D **ADMINISTRATIVELY CLOSED I.A.D. CASES**

ANTHONY W. BATTIS  
Police Commissioner

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

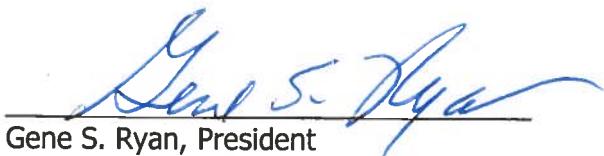
### ***RE: Administratively Closed I.I.D. Cases***

Dear President Ryan:

Effective July 1, 2003, in instances where the Legal Affairs Division makes a recommendation to administratively close a sustained case, such case shall be brought before a Departmental Hearing Board or other administrative process as determined appropriate by the Police Commissioner, and dismissed as not viable for prosecution. Cases so dismissed will result in all related charges previously sustained by I.A.D. to revert to a non-sustained finding upon dismissal. The non-sustained charges would then be subject to the expungement provisions of the Law Enforcement Officers' Bill of Rights (LEOBR).

Cases so closed within the five year period immediately preceding the effective date of this Agreement, may be considered for dismissal pursuant to the above procedures provided the member makes written application on a form provided by the Department. The Department will consider requests to close cases beyond the five-year period on a case-by-case basis. The Police Commissioner reserves the right to suspend this review process in the event the process creates an administrative burden which impedes the effective operation of the Divisions, Sections, or Units involved. In the event the process is suspended, the parties shall meet and confer to find a reasonable solution to the administrative issues and resume the process as determined appropriate by mutual agreement.

Accepted for the Fraternal Order of Police:

  
Gene S. Ryan, President

Sincerely,  
  
Anthony W. Batts  
Commissioner

cc: Jerry Rodriguez  
Dean Palmere



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

ANTHONY W. BATTIS  
Police Commissioner

## ADDENDUM E ***REASONABLE SUSPICION FOR DRUG TESTING WHILE INVESTIGATING CASES OF DEADLY FORCE***

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

***RE: Reasonable Suspicion for Drug Testing While Investigating Cases  
of Deadly Force***

Dear President Ryan:

In the event that a member shall be investigated for an on-duty use of deadly force, (including but not limited to discharging of a firearm), the member shall not be required to submit to drug screening and/or alcohol testing unless there is reasonable suspicion to believe the member acted under the influence of drugs and/or alcohol. Changes to this standard are reserved to the Police Commissioner and may be changed at his discretion.

Sincerely,

Anthony W. Batts  
Commissioner

Accepted for the Fraternal Order of Police:

  
Gene S. Ryan, President

cc: Jerry Rodriguez  
Dean Palmere



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

## ADDENDUM F **PAYMENT FOR COURT APPEARANCES (RETIRED POLICE OFFICERS)**

ANTHONY W. BATTES  
Police Commissioner

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

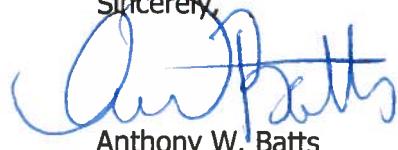
January 14, 2015

### ***RE: Payment For Court Appearances (Retired Police Officers)***

Dear President Ryan:

When a retired member is summoned by a court, within one (1) year from the member's retirement date, to appear and give testimony in a matter arising within the scope of his employment while the retiree was an active Baltimore Police Officer, such retiree shall be paid a flat rate of \$50 as compensation for all time spent. The retiree may be required to present proof of attendance satisfactory to the Agency prior to payment.

Sincerely,



Anthony W. Batts  
Commissioner

Accepted for the Fraternal Order of Police:



Gene S. Ryan, President

cc: Jerry Rodriguez  
Dean Palmere



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

## ADDENDUM G **LEAVE FOR LODGE REPRESENTATIVES**

ANTHONY W. BATTS  
Police Commissioner

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

### ***RE: Leave for Lodge Representatives***

Dear President Ryan:

The purpose of this correspondence is to set forth the understanding reached between the Police Department and the Fraternal Order of Police (FOP) with regard to leave for Lodge Representatives:

In addition to the provisions of Article 22, two members of Baltimore City Lodge #3 Fraternal Order of Police, Incorporated, as designated by the President shall be granted full time leaves of absence from their duties for the Police Department, mandated in-service training excepted, but shall remain on the payroll of the Police Department for the purpose of performing full-time duties on behalf of the Lodge. During such leave, the members shall continue to accumulate seniority and shall receive all benefits as if they were fully on duty including, but not limited to, pension accruals and fringe benefits. This memorandum supersedes any other prior agreements, written or verbal, regarding full time leave for Lodge Representatives.

I reserve the right to revoke the release of the two members upon a 30-day written notice to the Lodge.

Please acknowledge your concurrence with this understanding by signing below and returning a signed copy to me.

Accepted for the Fraternal Order of Police:

Sincerely,

Anthony W. Batts  
Commissioner

  
Gene S. Ryan, President

cc: Jerry Rodriguez  
Dean Palmere

c/o 242 W. 29th Street • Baltimore, Maryland 21211

FOP Unit 1 Fiscal Years 2014-2016



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

ANTHONY W. BATTS  
Police Commissioner

## **ADDENDUM H *BREAKING TIES FOR PROMOTIONS***

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

### ***RE: Breaking Ties for Promotions***

Dear President Ryan:

This will affirm our agreement that the Department will support an FOP's initiative to change the current system of breaking ties for promotions to a system where ties are resolved in favor of the candidate with the greatest seniority.

Sincerely,

Anthony W. Batts  
Commissioner

Accepted for the Fraternal Order of Police:

Gene S. Ryan, President

cc: Jerry Rodriguez  
Dean Palmere

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR  
Labor Commissioner  
417 E. Fayette Street, Suite 1405  
Baltimore, Maryland 21202

**ADDENDUM I**  
***Retiree Health Care Premiums***

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

***RE: RETIREE HEALTH CARE PREMIUMS***

Dear President Ryan:

The Employer shall continue to assume 50% of the current retirees' Blue Cross/Blue Shield premiums, and it shall continue to assume 50% of the premiums for all members who retire after twenty (20) or more years of credited service, or upon disability retirement from the Fire and Police Retirement System.

Sincerely,

A handwritten signature in blue ink that reads "Deborah F. Moore-Carter".

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the Fraternal Order of Police:

A handwritten signature in blue ink that reads "Gene S. Ryan".

Gene S. Ryan, President

cc: Anthony W. Batts  
Jerry Rodriguez  
Dean Palmere





# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

ANTHONY W. BATTIS  
Police Commissioner

## **ADDENDUM J** ***Neighborhood Patrol Bureau Schedule***

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

### ***RE: BALTIMORE CITY POLICE DEPARTMENT – Patrol Schedule***

Dear President Ryan:

The intent of this side letter is to memorialize the agreement reached between the City and the FOP regarding the new schedule for employees assigned to the Neighborhood Patrol Bureau as primary response units in sector assignments.

1. There will be four shifts in the Neighborhood Patrol Bureau for sector assignments. Shifts A and D shall be permanent. Shifts B and C shall rotate on a twenty-eight (28) day basis. When the scheduled twenty-eight (28) day shift change results in a short change over, the shift rotation will be delayed by one day in order to avoid the short change over. The subsequent shift change will then occur in twenty-seven (27) days. The reporting times for said shifts shall be as follows:

Shift	Shift Report Time	Shift End Time
Shift A	2200	0800
Shift B	0700	1700
Shift C	Sun – Thurs 1600 Fri – Sat 1700	Mon - Fri 0200 Sat - Sun 0300
Shift D	1300	2300

A copy of the schedule for employees assigned to the Neighborhood Patrol Bureau is attached to this Side Letter as Attachment 1.

2. There shall be four (4) leave groups from which H days shall be determined, and parties have agreed upon a chart/schedule setting forth the various leave groups. A copy of said chart is attached to this Side Letter as Attachment 2.

The number of officers assigned to each shift shall be at the sole discretion of the Baltimore City Police Department, through the authority of the Police Commissioner.

Please accept this Side Letter as compliance with our understanding.

Sincerely,



Anthony W. Batts  
Police Commissioner

AWB:

cc: Jerry Rodriguez  
Dean Palmere  
Deborah F. Moore-Carter

ACCEPTED for Fraternal Order of Police



---

Gene S. Ryan, President / Date









## **Attachment 2- Leave Groups**

### **Leave Group A**

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
H	H					H

### **Leave Group B**

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
H					H	H

### **Leave Group C**

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
		H	H	H		

### **Leave Group D**

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
	H	H	H			



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

## ADDENDUM K *Recruitment and Training*

ANTHONY W. BATTS  
Police Commissioner

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

### ***RE: BALTIMORE CITY POLICE DEPARTMENT – RECRUITMENT AND TRAINING***

Dear President Ryan:

This side-letter will affirm our agreement that the Department will throughout the term of this FY 2014-2016 MOU earmark specific funds for the purposes of training and recruiting. More specifically, agency funds totaling \$400,000 will be utilized for providing training to bargaining unit members. In addition, agency funds totaling \$150,000 will be utilized for recruitment.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Anthony W. Batts  
Police Commissioner

AWB:

cc: Jerry Rodriguez  
Dean Palmere  
Deborah F. Moore-Carter

ACCEPTED for Fraternal Order of Police

Gene S. Ryan, President Date



# BALTIMORE POLICE DEPARTMENT



STEPHANIE RAWLINGS-BLAKE  
Mayor

Lt. Gene S. Ryan, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

ANTHONY W. BATTES  
Police Commissioner

January 14, 2015

## ADDENDUM L *Grievance and Arbitration and Discipline*

### **RE: BALTIMORE CITY POLICE DEPARTMENT – ARTICLES 6 AND 16**

Dear President Ryan:

This letter will confirm the agreement reached by the City and the FOP regarding two provisions in the new MOU:

1. Article 6 Grievance and Arbitration: It is agreed that should an employee or the Union desire to file a grievance, it must be filed beginning at Step 1 and continuing if necessary through the remaining Steps and only then to arbitration. The only exception to this requirement that all grievance steps are mandatory shall be in cases of a group or class grievance which may be instituted at Step 3 or where the parties mutually agree to skip one or more steps in the grievance process.
2. Article 16, A.2 The parties have agreed to interpret this section to mean that if an employee is charged with a felony and suspended without pay pursuant to Article 16, A1, he/she will be entitled to reinstitution to pay status with all benefits, and lost pay back to the date on which pay was stopped, effective when the felony charges are dismissed or the officer is found not guilty. The employee shall be eligible for back pay under these circumstances even if there is a separate misdemeanor which has not been dismissed or adjudicated as not guilty.

Please accept this Side Letter as compliance with our understanding.

Sincerely,

Deborah F. Moore-Carter  
Labor Commissioner

DFMC:

cc: Anthony W. Batts  
Jerry Rodriguez  
Dean Palmere  
Quinton M. Herbert  
Yvette Brown

ACCEPTED for Fraternal Order of Police

Gene S. Ryan, President / Date

CITY OF BALTIMORE

STEPHANIE RAWLINGS-BLAKE, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR  
Labor Commissioner  
417 E. Fayette Street, Suite 1405  
Baltimore, Maryland 21202

***ADDENDUM M***  
***Wage Reopener***

Lt. Gene S. Ryan, President, President  
Fraternal Order of Police  
Baltimore City Lodge #3  
3920 Buena Vista Avenue  
Baltimore, Maryland 21211

January 14, 2015

***RE: Wage Reopener***

Dear President Ryan:

In the event that the Employer shall fail to pay any of the negotiated pay raises due the members of Units I and II effective July 1, 2015, the Memorandum of Understanding covering Units I and II for fiscal years 2014-2016 will be reopened for the sole purpose of negotiating wage increases.

Sincerely,

A handwritten signature in blue ink that reads "Deborah F. Moore-Carter".

Deborah F. Moore-Carter  
Labor Commissioner

Accepted for the Fraternal Order of Police:

A handwritten signature in blue ink that reads "Gene S. Ryan".  
Gene S. Ryan, President

DFMC:

cc: Anthony W. Batts  
Jerry Rodriguez

