



Commission to Restore Trust in Policing



Annapolis, Maryland
December 2018

Commission to Restore Trust in Policing

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Commission to Restore Trust in Policing

December 28, 2018

The Honorable Lawrence J. Hogan, Jr., Governor of Maryland
The Honorable Thomas V. Mike Miller, Jr., President of the Senate
The Honorable Michael E. Busch, Speaker of the House of Delegates

Gentlemen:

Herewith, the Commission to Restore Trust in Policing transmits to you the commission's 2018 preliminary report pursuant to Chapter 753 of the Acts of the General Assembly of 2018.

Let me say on behalf of the commission that we recognize both the enormity and importance of the charge bestowed upon us, and we are mindful of the awesome challenges associated with restoring truth and integrity in policing in Baltimore City.

The commissioners are accomplished and dedicated individuals who bring their respective and collective experiences and insight to the task of conducting an independent, thorough and fair review of internal police policies, the consent decree, the department's interface with the community, and the underlying circumstances which contributed to the present policing challenges. It is our intention and commitment to make and submit (what the public officials and citizens deserve and expect) meaningful recommendations with respect to the structure and best practices and oversight of the department moving forward.

Sincerely,



Alexander Williams, Jr.
Chairman

CER/AW/mjp

Commission to Restore Trust in Policing

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Introduction

In February 2017, a federal grand jury indicted seven Baltimore Police Department (BPD) officers for their involvement in a racketeering conspiracy involving robbery, extortion, and overtime pay fraud. The seven police officers, Sergeant Wayne Earl Jenkins, Detective Daniel Thomas Hersl, Detective Kenton Gondo, Detective Jemell Lamar Rayam, Detective Maurice Kilpatrick Ward, Detective Evodio Calles Hendrix, and Detective Marcus Roosevelt Taylor, were members of the now-defunct Gun Trace Task Force (GTTF), a specialized unit within BPD that had been tasked with tracking recovered firearms to combat the illicit possession, purchasing, and trafficking of firearms within Baltimore City and assisting in the investigation and prosecution of firearms-related offenses.

In the weeks and months following the initial indictment, facts surrounding the true extent of the criminal wrongdoing by GTTF members began to come to light, with federal officials naming more defendants and bringing additional charges against those already indicted. Evidence indicated that GTTF members had illegally used police tracking and surveillance equipment for the purpose of tracking individuals in order to commit robberies against them, and had significantly underreported money that they seized while making arrests or conducting searches, stealing hundreds of thousands of dollars from criminal suspects and innocent civilians alike. Facts also emerged showing that GTTF members had engaged in planting evidence, money laundering, and selling drugs that they had confiscated or otherwise obtained. GTTF members were involved in the distribution of drugs in both Maryland and Pennsylvania, and on at least one occasion sought to sell garbage bags full of pharmaceuticals that had been looted during the riots following the death of Freddie Gray in 2015. Clearly, a culture of corrupt and lawless behavior flourished in GTTF, which went unchecked until federal authorities intervened.

In the aftermath of these sordid revelations, this commission was created to explore all matters relating to GTTF – its formation, operation, extent, consequences, and implications. In the words of Senator Bill Ferguson, Senate sponsor of the enabling legislation and guest witness at the commission’s first meeting, we must find out “Who knew? What did they know? When did they know it? Why didn’t they say something? How deep does it go? How far and how wide? How could the system have failed this badly for this long? Most importantly, how do we make sure that this never, ever, ever happens again?”

Background

The Commission's Enabling Legislation

As information concerning GTTF continued to become public, the General Assembly passed Senate Bill 1099 (Chapter 753) of 2018 to establish the Commission to Restore Trust in Policing. The commission is tasked with reviewing the operation of GTTF and making recommendations.

The commission's review of GTTF must include: (1) GTTF's establishment, personnel, and oversight; (2) investigations and cases handled by GTTF; (3) any federal criminal investigations and cases relating to GTTF and its members; and (4) any violations of existing departmental policies and procedures related to the conduct of GTTF.

The commission's recommendations must address: (1) whether a reorganization of BPD is warranted and, if so, options for reorganization; (2) best practices regarding the establishment and oversight of specialized units, similar to GTTF, within law enforcement agencies; (3) ongoing State and city oversight of BPD; (4) whether there exist any legal impediments to BPD effectively managing and disciplining sworn officers; and (5) any other matters relating to the commission's findings.

The Act contemplates the commission using various methods of information gathering in carrying out its duties, including reviewing court transcripts, collecting and analyzing documents, and interviewing witnesses, and requires the commission to take into consideration the federal consent decree between the United States, the City of Baltimore, and BPD in making its recommendations. The commission may issue subpoenas to compel testimony and the production of evidence.

The commission must submit a preliminary report of its initial findings, conclusions, and recommendations to the Governor and General Assembly on or before December 31, 2018; and a final report of its findings, conclusions, and recommendations to the Governor and General Assembly on or before December 31, 2019.

Crime Levels

The GTTF fiasco is part of a sequence of problems involving BPD and crime in Baltimore City. The death of Freddie Gray while in police custody in April 2015 sparked riots in Baltimore followed by a crime wave including an increase in murders. The city experienced a total of 344 homicides in 2015, compared to 211 homicides in the city in 2014. The 2015 total is second only to the 355 homicides recorded in 1993, when the population was 100,000 higher. In 2016 and 2017, there were 318 and 342 killings, respectively. In 2018, homicides in Baltimore City are down somewhat, although still significantly higher than 2014 levels. On December 19, 2018, Baltimore recorded its 300th homicide of the year.

DOJ Investigation and Consent Decree

Following the death of Freddie Gray and the subsequent civil unrest, Baltimore City leadership invited the United States Department of Justice (DOJ) to conduct an investigation of BPD. DOJ interviewed hundreds of individuals, including city leaders, community members, and current and former law enforcement personnel. DOJ also reviewed hundreds of thousands of pages of documents and BPD records.

On August 10, 2016, DOJ released the results of its investigation. The findings included that BPD engaged in a pattern or practice of:

- making unconstitutional stops, searches, and arrests;
- using enforcement strategies that produce severe and unjustified disparities in the rates of stops, searches, and arrests of African Americans;
- using excessive force; and
- retaliating against people engaging in constitutionally protected expression.

DOJ concluded that this pattern or practice was at least partly the result of past “zero tolerance” policies and continues to be driven by critical deficiencies in BPD’s systems to train, equip, supervise officers, to hold officers accountable, and to build relationships with the broader Baltimore City community.

On April 7, 2017, a consent decree between the United States, the Mayor and City Council of Baltimore, and BPD was approved and entered as an order by Judge James Bredar of the United States District Court for the District of Maryland. Among other things, the consent decree requires:

- observation of BPD by an independent monitoring team;
- creation of a Community Oversight Task Force to recommend reforms to the current system of civilian oversight;
- specified procedural changes to officer interactions with the public;
- use of de-escalation tactics;
- the transportation of detainees in a manner that keeps them safe;

- that allegations of employee misconduct are fully, fairly, and efficiently investigated; that all investigative findings are supported by the appropriate standard of proof and documented in writing; and that all officers who commit misconduct are held accountable pursuant to a disciplinary system that is fair and consistent and provides due process; and
- that officers receive necessary equipment, policy guidance, training, and support to do their jobs safely and effectively, and that BPD perform a staffing study to ensure that it has a sufficient number of officers and supervisors.¹

The court will oversee the case until full compliance is reached.

Police Commissioner

Since enactment of Chapter 753, the city's efforts to combat the violent crime problem have been impeded by turnover in the position of Police Commissioner. In May 2018, newly-appointed Police Commissioner Darryl De Sousa resigned after being federally charged for failing to file three years of tax returns. In October 2018, Interim Police Commissioner Gary Tuggle announced his withdrawal from consideration as a candidate for the permanent position. Mr. Tuggle was the third person in 2018 to hold the post of Police Commissioner and the eleventh person to hold the post since 1989.

On November 16, 2018, after a nationwide search, Mayor Catherine Pugh announced the selection of Fort Worth Police Chief Joel Fitzgerald to be the next Police Commissioner. The position of Police Commissioner is subject to confirmation by the Baltimore City Council; the City Council's process of investigating Mr. Fitzgerald is ongoing as of this writing.

¹ Source: City of Baltimore Consent Decree website <https://consentdecree.baltimorecity.gov/>

Commission Activities

The commission held three meetings in 2018 and gathered a variety of documents.

October 16, 2018 Meeting

At the commission's first meeting on October 16, 2018, members and staff were introduced and scheduling and housekeeping matters were discussed.

In addition, invited speaker Senator William C. "Bill" Ferguson presented background information about events leading to the formation of the commission and discussed the charge of the commission.

Specifically, Senator Ferguson expressed extreme concern about the damage done to Baltimore City by GTTF and emphasized the importance of the work of the commission in restoring Baltimore citizens' faith and trust in government.

Senator Ferguson explained that Senate Bill 1099 of 2018 started as a requirement that the Department of Legislative Services audit BPD, because there had been long-standing, significant questions about financial and performance reviews. As information came to light during session, the bill evolved into a measure to examine the GTTF. Many believed that what was happening with the GTTF was symptomatic of a much broader crisis involving lack of citizen trust in law enforcement, widespread fearfulness, low police morale, poor police recruitment and retention, and police management turnover.

Senator Ferguson reviewed facts relating to the GTTF and raised questions including who knew about what was going on and when, who else was involved, why weren't systems in place to detect and stop the misfeasance, and how can a similar situation be prevented?

Senator Ferguson reviewed events that have occurred in Baltimore since the passage of SB 1099 and discussed the requirements of SB 1099. Senator Ferguson articulated that the most important question to be answered by the commission is whether a reorganization of BPD is necessary. Additional questions to be answered include what are the best practices for a task force as well as a police department overall in an environment like Baltimore, what should the ongoing State and city oversight of BPD be, and whether there are any inherent problems that prevent BPD from managing and disciplining its sworn officers.

November 13, 2018 Meeting

At the commission's second meeting on November 13, 2018, invited officials representing the City of Baltimore testified.

Andre M. Davis, City Solicitor for Baltimore and former United States Circuit Judge of the United States Court of Appeals for the Fourth Circuit, discussed the events leading to the formation of the commission. Solicitor Davis expressed willingness to cooperate with the commission. He stated that the city will willingly provide some documents but will need to receive subpoenas for others.

Solicitor Davis strongly denounced the former GTTF officers and explained that the Baltimore City Law Department has filed a lawsuit against them seeking a declaratory judgment that the city has no obligation to pay any judgments on their behalf.

Historical Development and Organization of the BPD

James Gillis, Chief of Staff for BPD, presented information about the historical development and organization of BPD.

According to Mr. Gillis, in the 1600s, the need for a police force arose. At that time it was a volunteer organization. In the 1790s, BPD took on an organized structure. Members became paid, a commissioner position was created, and a paramilitary structure developed. The paramilitary structure is a pyramidal, top down management scheme that continues to exist today. In the 1860s, BPD grew to approximately 350 officers. It was a time of great rift in the country due to the Civil War. The leaders in the city government were viewed as being sympathetic to the south, and the Governor and members of the General Assembly were regarded as unionists. This led to legislation setting up BPD as an agency of the State, which has liability implications that exist to this day. However, the Commissioner serves at the pleasure of the Mayor.

Today, BPD has approximately 3,000 personnel, approximately 2,500 of which are sworn officers. It is the eighth largest police department in the country. It has a budget of \$510 million, mainly funded by the city's general fund. There have been 41 police commissioners. In Civil War times there were five patrol districts; there are now nine districts.

Since GTTF was established, the size of the agency has constricted somewhat. There are not as many task forces and special units. There have been some technological advances in the last few years, including body worn camera technology and GPS devices in police cars. The use of these advances will bring about transparency.

In response to a question, Solicitor Davis indicated that he does not know exactly what the consequences of transferring control of BPD to the city are, because the issue is so complex.

Establishment and History of GTTF

Daniel Beck, Chief of the Legal Affairs Division of Baltimore City Law Department, presented information about the establishment and history of GTTF.

According to Mr. Beck, GTTF was created in 2007 under Commissioner Bealefeld. It originally consisted of detectives from BPD, the Maryland State Police (MSP), and the federal Bureau of Alcohol, Tobacco, and Firearms. In 2008, Baltimore County Police Department joined, and in 2009, the Anne Arundel County Police Department joined. A memorandum of understanding reached by the agencies governed the task force. The focus of the task force was to trace recovered guns back to the original purchaser to stop the flow of guns into the city. The task force worked in conjunction with the Gun Offender Registry that was created in 2008. The task force targeted straw purchasers and illegal gun dealers, with a goal of trying to take down illegal businesses that supplied guns to violent criminals.

GTTF was originally housed within the Violent Crime Impact Section of BPD. Supervision operated under a lieutenant from BPD. Each of the participating agencies agreed to assign specified personnel to the task force. Each of the members were responsible for adhering to the rules and policies of their own agencies. BPD and Maryland State Police (MSP) provided office space and equipment. Prosecution could be handled at either the State or federal level, depending on the circumstances. The agreement specified other duties, roles, and responsibilities of the various participants. Statistics were required to be kept and the results of investigations were required to be reported.

This partnership continued until approximately 2011. At that time, Baltimore County, Anne Arundel County, and MSP dropped out. Between 2011 and 2016, GTTF was notified of and became involved in all investigations relating to guns recovered in Baltimore City. As each new commissioner took over, GTTF was modified and reorganized. By 2016, the unit became more of an operational unit doing proactive enforcement and responding to violent crime at the street level.

In response to a question, Mr. Beck stated that he thinks that the reason the three agencies dropped out in 2011 was resource related, but he does not know the details.

In response to a question, Mr. Beck stated that he did not know how the members of GTTF were selected.

Mr. Beck stated that he would provide the commission with further responsive information relating to GTTF.

In response to a question, Solicitor Davis stated that there were many complaints about GTTF. It was a systemic problem caused by starvation of resources to BPD.

Crime and Police Statistics

Drew Vetter, Director of the Mayor's Office of Criminal Justice, discussed statistics related to BPD personnel and violent crime trends.

As of November 13, 2018, there were approximately 247 vacant police officer positions. From 2011 through 2016, annual attrition (average 230 officers) significantly outpaced hiring. However, since the introduction of an online application system in June 2018, there has been a surge in the number of officer applicants.

From 2014 to 2015, there was a significant jump in homicides and shootings. Violent crime has remained at high levels since that time. In 2017, the city surpassed a total of 1,000 homicides and shootings. However, for 2018, most categories of violent crime are trending below 2017 levels.²

Internal Affairs Process

Mr. Beck described the internal affairs process. The process begins with the initiation of a complaint. A complaint can be filed in many ways. It is entered into special software and is received by internal affairs. BPD is developing a uniform complaint form that will be widely available, including online. Internal affairs investigates all complaints received, including anonymous complaints. Complaints are based on many types of alleged misconduct, from very minor to very serious.

Once a complaint is received, internal affairs communicates with the complainant throughout the process to keep the complainant updated. After a complaint is received, the case is classified by type of misconduct and assigned to a detective. There is a one year period to investigate and initiate charges. Under the consent decree, the goal is to investigate charges within a 90 day window.

Investigations and hearings are conducted pursuant to the Law Enforcement Officers' Bill of Rights (LEOBR). Certain negotiated collective bargaining provisions also apply. If the complaint is determined to be sustained at the conclusion of the investigation, the complaint is sent to a disciplinary review committee. If the review panel agrees with the sustained finding, charges are filed. Discipline is recommended pursuant to a matrix.

The case is then referred to the administrative hearing office. The police officer who is the subject of the complaint can accept the discipline or request a hearing. If a hearing is requested, the officer and the officer's representative is given a full copy of the file. The members of the hearing board are chosen pursuant to the applicable selection criteria.

² The crime statistics cited by Mr. Vetter are contained in Appendix 4.

The hearing is scheduled approximately 45 days after the complaint is filed. The hearing is open and held at City Hall. BPD has the burden of proof by the preponderance of the evidence. The hearing board makes determinations of fact and law. An officer who has been charged may instead opt for an administrative law judge, but must then give up the officer's peremptory strikes. The board makes a determination of guilty or not guilty. If the officer is found guilty, the hearing proceeds to a recommendation of discipline phase. An officer has a right of allocution. The board deliberates on the recommendation of discipline. The board must make written findings of fact and recommendations. The Police Commissioner reviews the decision and may accept or change the determination. Once the Police Commissioner signs off, the discipline is administered. The officer has the right of appeal up to the Court of Appeals.

All members of internal affairs are currently polygraphed.

Civilian Review Board

Solicitor Davis discussed the Civilian Review Board (CRB). The governing statute for CRB was enacted in 1999. According to Solicitor Davis, CRB is a "toothless tiger" and desperately needs to be revised. There are nine voting members, one from each police district, appointed by the Mayor and confirmed by the City Council. Members serve three year terms with the possibility of a second term. Three members rotate off each year. There are five other nonvoting members, including representatives of the American Civil Liberties Union, the Fraternal Order of Police, Legal Aid Bureau, and the Vanguard Justice Society.

The jurisdiction of CRB consists of five specific types of misconduct: harassment, abusive language, false arrest, false imprisonment, and excessive force. Members of the public may file complaints about these types of misconduct for CRB to investigate. In November, there were approximately 2,000 complaints outstanding.

Solicitor Davis stated that there is a great need for revision and more transparency to the trial board process. Among other things, the statutory confidentiality requirements do not allow for public transparency. The findings tend to be unanimous, and are usually simply recitations of the evidence as opposed to true findings of fact. The outcome is not public information. A member of the public cannot find out the officer's name or the charges against the officer. Findings of fact are not released to the public. The Maryland Public Information Act and personnel provisions view trial board proceedings as personnel matters and therefore impose heavy protections.

Solicitor Davis stated that the Community Oversight Task Force (COTF) was created by the consent decree. It submitted a final report on April 30, 2018. There were nine members. Its task was to conduct a study of nationwide best practices for civilian oversight of police departments. The members traveled to other cities and brought in subject matter expertise. In Solicitor Davis's opinion, they did a fantastic job and issued an excellent report with recommendations that are worthy of serious consideration. Some members of CRB have strong objections because the report recommends major changes to CRB. The City Law Department is working to smooth out these differences.

Solicitor Davis explained that there is a dispute because CRB has requested personnel records and BPD will not release them until the members of CRB sign a confidentiality agreement. CRB has now threatened to sue the city, which Solicitor Davis states is improper because CRB is a part of Baltimore City and cannot sue in its own name. CRB is consequently giving up its ability to review cases as time goes by due to the one year statutory time limit on the filing of charges.³

In response to a question, Solicitor Davis stated that whether BPD should publish the names of officers who have been charged and/or are the subject of complaints is a policy decision to be made by the Mayor and Police Commissioner. Additionally, trial boards should have independent counsel who help the board draft findings of fact.

December 18, 2018 Meeting

At the commission's third meeting on December 18, 2018, several invited speakers delivered remarks relating to law enforcement personnel protections, best policing practices, and defending against and preventing police misconduct.

Law Enforcement Officers' Bill of Rights

Michael Davey of the Law Offices of Schlachman, Belsky, & Weiner spoke on the topic of LEOBR.

Mr. Davey summarized his professional background. He was a law enforcement officer with the Maryland State Police for 20 years, retiring at the rank of captain in 1999. He subsequently went to work as an attorney and has provided legal representation to law enforcement officers statewide for approximately 20 years.

Mr. Davey stated that LEOBR was created in 1974 to ensure that officers have minimal due process protections in connection with disciplinary matters. In response to questions, Mr. Davey explained that protections of LEOBR begin when a law enforcement officer receives notice that the officer is the subject of an internal affairs investigation for alleged misconduct on the job. (The Baltimore Police Department and other large police departments each have an internal affairs unit, while in smaller police departments the internal investigation function is performed by individual sergeants or other officers.) After receiving notice of a complaint, an officer can seek representation. The officer has five business days to respond to the complaint and an appointment is scheduled with internal affairs. This is the last step in the internal affairs investigation. Generally, an officer is required to answer all questions posed by internal affairs during this meeting. Failure to answer is considered insubordination, which is grounds for major disciplinary sanctions, up to termination of employment. If an officer does not want to answer a question during the meeting, the officer will be asked to leave the room while counsel negotiates

³ Shortly after the meeting, news broke that the personnel records of BPD officers will be released to members of CRB without the necessity of a confidentiality agreement.

with internal affairs to try to get the question either modified or withdrawn. Internal affairs may refuse to do so in which case the officer is ordered to answer.

After the conclusion of the investigation, internal affairs issues a report which will indicate whether the complaint is unfounded, not sustained, or sustained. Not sustained means that there is insufficient evidence of a violation and sustained means that there is sufficient evidence of a violation. In the case of a sustained finding, administrative charges are drafted and the officer is offered some form of discipline, which may range from a letter of reprimand for the least serious degree of violation to termination of employment for the most serious degree of violation. Discipline is imposed pursuant to a disciplinary matrix that groups specific offenses into categories ranging from A to F, with A being the least serious to F being the most serious.

If charges are filed, the matter proceeds to a trial board. After the conclusion of the trial, if the officer is found guilty of a policy violation, the trial board makes a recommendation of discipline to the chief of the law enforcement agency. The trial board's recommendation is not binding; the chief may increase the severity of the discipline if the reasons for doing so are stated on the record.

Mr. Davey stated that most of his cases involve discourtesy or unprofessionalism issues such as failure to take a report, failure to activate a body camera, rudeness, and foul language. Cases can also involve more serious misconduct such as theft, extortion, and robbery.

CRB does not play much of a role in the discipline process. CRB does its own investigation and does not have the right to interview officers. An officer can choose whether or not to cooperate with CRB.

An internal affairs investigation can be prompted by either a citizen complaint, a supervisor complaint, or a complaint from the State's Attorney's office. The body worn camera review team may also generate an investigation. By far the largest number of cases stem from citizen complaints, followed by supervisor complaints.

When the State's Attorney's office is pursuing criminal charges against an officer, the administrative part of the case is put on hold. Under the *Garrity v. New Jersey*, 385 U.S. 493 (1967) case, nothing that an officer says in an administrative case can be used against the officer in a criminal case. The standard of proof in an administrative case is preponderance of the evidence, which means that it is more likely than not that the officer violated policy. In a criminal case, the standard is beyond a reasonable doubt. Mr. Davey stated that LEOBR did not come into play in the GTTF situation, because it was a criminal investigation. If something doesn't rise to the level of a criminal violation, it should be investigated under the LEOBR. An officer who is convicted of a felony can be summarily discharged.

Internal affairs does not investigate all complaints received. Some complaints can be resolved by supervisors; for example, when a person was charged with speeding but contends that

they were not, in fact, speeding. According to Mr. Davey, however, with today's focus on transparency, complaints are not resolved at the supervisor level as often.

Mr. Davey explained that LEOBR allows certain modifications of its provisions by labor agreements. For example, under LEOBR the law enforcement officer must be provided with the file 10 days before trial, while a labor agreement prescribes a longer time period. Another example involves the number of peremptory strikes against a hearing board member that are allowed.

Traditionally, a trial board consisted of three members, one of whom was of equal rank to the officer on trial. LEOBR was changed in 2016 to allow, if authorized by the local jurisdiction, an additional one or two civilian members who have received certain law enforcement training to sit on a trial board. Baltimore has authorized an additional two members, so that each trial board in Baltimore has five members. A civilian member must complete an application process and meet certain requirements including being at least 21 years of age and a Baltimore resident. A simple majority vote is necessary for a guilty verdict. No other jurisdiction in the State has authorized citizen members. The members of a trial board are selected by the chief.

Mr. Davey indicated that he does not have any recommendations for improvement for the commission. He feels that if LEOBR is used as it is supposed to be used, no changes need to be made. The chief reviews the record of the trial board and has the absolute right to impose whatever discipline the chief thinks is appropriate. An officer who is aggrieved by the disciplinary process may file a petition for review with the circuit court. The circuit court reviews the record of the trial board under a standard of whether there is some basis for the result. There are no problems with this process. Mr. Davey is not aware of any proposed bills relating to LEOBR.

One criticism Mr. Davey does have is that the disciplinary process often takes too long. In Baltimore, it usually takes close to the one year time limit to bring charges. For a simple discourtesy case, nine to ten months is entirely too long. There have been some improvements in this regard recently, though. If there is an open internal affairs case, the officer is in limbo and cannot receive a promotion or transfer and may not leave the agency in good standing. If the allegations are serious, the officer's police powers may be suspended. Mr. Davey does not have any particular recommendations for speeding up the process and stated that it would be too difficult to impose a specific rule. He just thinks that internal affairs units should make a concerted effort to go as quickly as possible.

In response to a question, Mr. Davey stated that he does not agree with a proposal that the Baltimore Police Commissioner be able to review a trial board record and reverse a guilty or not guilty finding. Mr. Davey believes this would take away due process.

Mr. Davey pointed out that a very small percentage of investigations actually result in administrative charges. The vast majority are resolved before the trial board stage. A lot of charges are unsustainable due to lack of evidence. Body worn cameras have made a huge difference, and help officers more than hurt them. Even if a charge is sustained, the officer can accept the recommended discipline.

Mr. Davey stated that the officers in BPD's internal affairs unit are handling two to three times as many cases as is recommended. The consent decree required internal affairs officers to take polygraph examinations. An individual who fails or refuses to take a polygraph must leave the unit.

At times, 70 to 75 officers in BPD have suspended police powers. Recently it is down to 50 to 55. The chief can suspend an officer's police powers if it is in the best interest of the department. This is not probable cause based and an officer is entitled to a suspension review hearing.

Trial board hearings are open to the public. However, few members of the public show up. Mr. Davey stated that personnel records are a gray area. During the mitigation hearing, which occurs after an officer is found guilty, personnel records may be discussed. It is up to the chairman of the trial board to decide whether the mitigation hearing should be open to the public. BPD's website lists the date, time, and location of trial board hearings, but not officers' names.

Baltimore Police Department Operations and Best Policing Practices

Anthony Barksdale, Retired Deputy Commissioner of Operations for BPD, discussed the operations of BPD and best policing practices.

Mr. Barksdale oversaw BPD operations from 2007 through 2012. The only areas he was not involved in were internal affairs and public relations. During that time, there was historic progress in violence reduction and a significant drop in arrests.

Mr. Barksdale stated that an important issue that the commission should look at is the Compstat process. This is a management model pioneered in New York. The four tenets of Compstat are: (1) accurate, timely intelligence; (2) rapid deployment; (3) effective tactics; and (4) relentless follow up and assessments. Under this model, accountability is critical. Questions to be answered include: Did you get the right person? Are you focused? Are you just racking up overtime? According to Mr. Barksdale, this is broken in Baltimore.

During Mr. Barksdale's tenure with BPD, Citistat, which follows the Compstat model, was adopted. There was a lot of resistance within the department but he embraced it. He believes it was very successful. Under Citistat, a supervisor should investigate red flags like excessive use of overtime. Overtime for overtime's sake is a management issue. For example, Mr. Barksdale instituted a policy that no search warrants may be served at the end of a shift. That just generates hours of overtime.

Mr. Barksdale stated that he is not aware of any other major urban police department that does not use Compstat and is successful. But, it has to be used correctly. The murder rate is the ultimate way to judge whether a police department is successful.

Mr. Barksdale said that he does not blame the lower level officers involved in the Freddie Gray incident. They went into the neighborhood without a focus. Command staff needed to provide a focus to go after higher level criminals.

With regard to “zero tolerance” policies, Mr. Barksdale stated that such policies are “just running around locking people up.” There is no focus. We know now that it doesn’t work. It is not true that the more arrests, the better. Focused enforcement works. Commanders must be held accountable. Mr. Barksdale does not see this happening.

Mr. Barksdale believes that when you catch a dirty cop, you have to get rid of him. He asked the FBI to proactively go after dirty cops.

Aside from excessive overtime, Mr. Barksdale believes that complaints against an officer should also be examined. If there are repeated complaints against an officer of a suspicious nature, it should be investigated by someone who understands policing. Another red flag is an excessive number of gun seizures. This practice would have gotten Mr. Barksdale’s attention with regard to GTTF. From his experience, he knows that you just do not get such a high number of guns through legitimate methods.

According to Mr. Barksdale, command staff should use integrity stings. If there are questions about an officer, set up a situation to allow an officer to do something dishonest such as planting drugs or pocketing money from a crime scene. Integrity stings should be started early and done throughout an officer’s career, especially in narcotics work. Mr. Barksdale believes that this practice would prevent another GTTF situation. Writing skills are key to good police work, and if an officer knows how to write and knows how to play the game, it is hard to catch this person committing corrupt acts. Integrity stings should be both random and targeted and be done intelligently.

Mr. Barksdale stated that there were two different versions of GTTF. Initially, Commissioner Bealefeld created GTTF to track the source of guns found in Maryland. The unit looked for commonalities and sought straw purchasers. It was a multi-jurisdictional effort. Mr. Barksdale felt that it was successful. It revealed the flow of guns into the city. Later, GTTF became a group of “jump out guys.” It went from an investigative resource to street enforcement. Mr. Barksdale is not sure what caused the change in the character of the unit, but it happened when the administration of the department changed. Mr. Barksdale believes that it was thought that making a lot of gun arrests would cause a reduction in violence.

In choosing officers to make up a specialized unit, Mr. Barksdale would look at experience, search warrants executed, conviction rates, and internal affairs files for integrity issues. For internal affairs, Mr. Barksdale believes that the right people who put the community first and really want to go after bad cops is needed. Mr. Barksdale wondered how the officers were recruited for GTTF. Were there any similarities? Were the corruption problems preexisting or did they start after the officers were on the force?

During Mr. Barksdale's tenure with BPD, while Citistat was in use, the State's Attorney's office was heavily involved. BPD worked hand in hand with the State's Attorney's office on cases and the practice was very effective. Mr. Barksdale believes that the State's Attorney's office must understand and be involved in the Compstat process to get the best results.

Mr. Barksdale stated that training is crucial. The training academy needs to be properly staffed and have adequate resources. Training also needs to be enhanced for supervisors and command staff. More training is needed on corruption – how to discover a dirty cop, documentation, and integrity stings. Roll calls at the beginning of each shift are also very important. That is how supervisors get to know the officers.

According to Mr. Barksdale, to begin restoring the trust of the community in law enforcement, it is going to take some time. GTTF did so much damage. The key is transparency and honesty. Mr. Barksdale concluded that, “[w]e need to institute integrity stings and report to the public, and get back to a focused approach on who is getting arrested.”

Prevention of Police Misconduct Through Internal Affairs Litigation

Deborah Katz Levi, Director of Special Litigation, Baltimore City Felony Trial Division of the Office of the Public Defender (OPD), and Kirsten Gettys Downs, District Public Defender for Baltimore City, presented information on prevention of police misconduct through internal affairs litigation.

Ms. Levi indicated that corruption under cover is a bad thing. When evidence of patterns of misconduct are concealed, the bad actors are empowered. OPD had heard many stories about police corruption from clients for a long period of time. So many Baltimore citizens had been experiencing police misconduct for so long that the Freddie Gray episode was a boiling over point. Although the indictment of GTTF officers was a positive development, Ms. Levi stated that it is dangerous to think that this is the end of corruption in BPD.

Ms. Levi went on to explain the difficulty in obtaining and inspecting Baltimore City police officer internal affairs records and the lack of transparency that results. In order to show the need to inspect a record, it must be established that there is a reasonable possibility that review of the records would result in discovery of usable evidence. In evaluating a need to inspect, the court must consider four factors: (1) the nature of the charges; (2) the issues before the court; (3) the relationship between the charges and the information sought; and (4) the likelihood that relevant information will be obtained as a result of reviewing the records.

Police officer internal affairs records are important because it helps to identify a pattern of untruthfulness and bias in an officer's conduct. If criminal defendants were able to regularly review internal affairs records, problem officers might be identified sooner. Ms. Levi described a number of situations in which OPD, sometimes through arduous litigation, obtained the internal affairs files for the arresting officers in cases against her clients. In one instance, an officer's internal

affairs record, which she had been told did not contain any relevant information, contained “so many files about so much misconduct you couldn’t even believe it.”

In addition, officers should not be able to get facts sustained matters expunged. The City Law Department has allowed this repeatedly in the past.

Ms. Levi stated that, when looking at internal affairs records, it is disturbing to see how many complainants never followed through with their complaints. She noted, however, that the consent decree has remedied that to an extent. Under the consent decree, a complaint may not be closed summarily due to the lack of complainant follow-up, and internal affairs must find some other way to address and investigate such matters.

Ms. Levi commended the Baltimore City State’s Attorney’s Office and BPD for implementing a policy that eases the restrictions on defense counsel obtaining internal affairs records; however, she noted that, while this a step in the right direction, there are still battles every day to determine what her office can and cannot view. OPD should be able to automatically get the records instead of having to painstakingly litigate it on a piecemeal basis. Additionally, such policies should not change from State’s Attorney to State’s Attorney.

Ms. Levi discussed a number of Supreme Court and Maryland cases and Maryland Rules that support disclosure of internal affairs records. She cited LEOBR and the Maryland Public Information Act as being used to prevent disclosure of those records, noting that there is case law that distinguishes access to such records during litigation versus a member of the general public seeking records. According to Ms. Levi, LEOBR is not good law anymore. It was crafted in the 1970s before we knew what we now know about police misconduct. Although the LEOBR may not specifically prohibit disclosure of internal affairs files, reading it in conjunction with the Maryland Public Information Act has routinely led courts to interpret that such files may not be disclosed. She then recommended the following legislative and policy changes in order to increase transparency and accountability in policing: (1) roll back the protections of LEOBR; (2) develop a system of regular disclosure; (3) maintain access to records; and (4) authorize access to courts to undo tainted convictions. Further, she cited the City of Chicago and the State of California as excellent examples of jurisdictions that have eased restrictions on access to law enforcement internal investigation records.

Upon the conclusion of Ms. Levi’s presentation, Ms. Gettys Downs spoke to the commission regarding why the implementation of these recommendations is important. The actions of corrupt law enforcement officers affect families and whole communities – not just the aggrieved individuals. In fact, a whole city has been disenfranchised as a result of such actions. She further stated that public defenders are accountability warriors and implored the commission to add an aspect of accountability and quality control to its final recommendations in 2019.

Information Gathering

The commission has requested a number of documents from the City of Baltimore and the United States District Court that directly and indirectly relate to GTTF. An exhaustive list of all documents requested, as well as information regarding when those documents were requested and which documents have been received, is contained in **Appendix 2**. The City of Baltimore has confirmed that it plans to produce additional requested documents by the end of the year. Agendas, videos, and presentation materials from each of the commission's meetings can be found on the Department of Legislative Services website at <http://dls.maryland.gov/policy-areas/commission-to-restore-trust-in-policing>. Pertinent information and other court documents can be found on the website as well.

The commission will continue to work collaboratively with each entity in possession of documents necessary to complete the commission's work.

Conclusion and Work Plan

The commission has begun its work and is gathering information. Three meetings were held at which several witnesses, including the Senate sponsor of the commission's enabling legislation, representatives of the City of Baltimore, former police officials, and representatives of the Office of the Public Defender, provided valuable testimony. In addition, numerous documents from the City of Baltimore and the United States District Court have been received and reviewed.

The commission will meet in 2019 as necessary in order to carry out its charge. The commission expects to hear from a number of parties and entities, including current and former Baltimore City police commissioners and employees and national experts on best practices for policing. The commission also plans to hold multiple meetings at community centers, schools, and other public locations in Baltimore City during the summer of 2019 in order to listen to the concerns of the citizens of Baltimore City. Furthermore, the commission will continue to gather documentary information and will employ its investigatory and subpoena powers when the circumstances require.

What we have learned so far about GTTF is beyond troubling – it is outrageous, alarming, unacceptable, and frankly, shameful. What is also clear, as Senator Bill Ferguson so aptly stated in his testimony at the commission's first meeting, is that “the experience of the Gun Trace Task Force [is] symptomatic of a much, much broader problem.”

The commission is committed to fully exploring the matter of GTTF and formulating recommendations to ensure that such activities can never occur again. The commission is cognizant of the sizeable and serious nature of its task and agrees with Senator Ferguson that “[g]etting this right is more important than almost anything that we can do in the City of Baltimore.” We hope and expect that “[t]he work of the seven members of this commission will lay the groundwork for generations to come.”

Appendix 1.
Chapter 753 of 2018
and
Charge and Authority of the
Commission to Restore Trust in Policing

(Senate Bill 1099)

AN ACT concerning

~~Office of Legislative Audits – Audits of the Baltimore City Police Department~~
Baltimore City Police Department – Commission to Restore Trust in Policing
and Audit Review

FOR the purpose of ~~requiring the Office of Legislative Audits to conduct a certain audit of the Baltimore City Police Department within a certain time period and at certain intervals; requiring the Office of Legislative Audits to provide certain information to the Baltimore City Police Department; and generally relating to the audits of the Baltimore City Police Department by the Office of Legislative Audits~~ establishing the Commission to Restore Trust in Policing; providing for the composition, chair, and staffing of the Commission; prohibiting a member of the Commission from receiving certain compensation, but authorizing the reimbursement of certain expenses; requiring the Commission to study and make recommendations regarding certain matters; providing that certain proceedings, testimony, and other evidence are public information; authorizing the Commission, on a certain vote, to deem confidential certain proceedings, testimony, and other evidence that is protected from disclosure under the Public Information Act; providing for the service of a certain subpoena; authorizing the Commission to report the failure to obey a certain subpoena to a certain court; requiring the Commission to provide a copy of a certain subpoena and service of process to a certain court; authorizing a certain court to grant relief under certain circumstances; authorizing certain persons to have an attorney present for certain proceedings; requiring the Commission to advise certain persons of certain rights; requiring the Commission to report its preliminary and final findings and recommendations to the Governor and the General Assembly on or before a certain date; requiring the Joint Audit Committee to review certain Baltimore Police Department audit reports issued by the Baltimore City Comptroller; requiring the Joint Audit Committee to submit certain findings and recommendations to the General Assembly; requiring the Joint Audit Committee to review the audit process and procedures of the Baltimore Police Department and provide comment and recommendations to certain individuals; providing for the effective date of certain provisions of this Act; providing for the termination of certain provisions of this Act; making this Act an emergency measure; and generally relating to the Commission to Restore Trust in Policing and audit reviews of the Baltimore Police Department by the Joint Audit Committee.

BY adding to

The Charter of Baltimore City

Article II – General Powers

Section (70)

(2007 Replacement Volume, as amended)

BY adding to

Article – State Government

Section ~~2-1220(h)~~ 2-606

Annotated Code of Maryland

(2014 Replacement Volume and 2017 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

The Charter of Baltimore City

Article II – General Powers

The Mayor and City Council of Baltimore shall have full power and authority to exercise all of the powers heretofore or hereafter granted to it by the Constitution of Maryland or by any Public General or Public Local Laws of the State of Maryland; and in particular, without limitation upon the foregoing, shall have power by ordinance, or such other method as may be provided for in its Charter, subject to the provisions of said Constitution and Public General Laws:

(70)

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) “COMMISSION” MEANS THE COMMISSION TO RESTORE TRUST IN POLICING.

(3) “POLICE DEPARTMENT” MEANS THE BALTIMORE POLICE DEPARTMENT.

(4) “TASK FORCE” MEANS THE BALTIMORE POLICE DEPARTMENT’S GUN TRACE TASK FORCE.

(B) THERE IS A COMMISSION TO RESTORE TRUST IN POLICING.

(C) (1) THE COMMISSION CONSISTS OF THE FOLLOWING MEMBERS:

(I) TWO INDIVIDUALS APPOINTED BY THE PRESIDENT OF THE SENATE;

(II) TWO INDIVIDUALS APPOINTED BY THE SPEAKER OF THE HOUSE; AND

(III) TWO INDIVIDUALS APPOINTED BY THE GOVERNOR.

(2) FOUR MEMBERS OF THE COMMISSION SHALL POSSESSES A JURIS DOCTOR AND HAVE LITIGATION EXPERIENCE.

(3) THREE MEMBERS OF THE COMMISSION SHALL BE BALTIMORE CITY RESIDENTS.

(D) THE GOVERNOR, THE PRESIDENT OF THE SENATE, AND THE SPEAKER OF THE HOUSE SHALL JOINTLY APPOINT AND DESIGNATE THE CHAIR OF THE COMMISSION.

(E) THE DEPARTMENT OF LEGISLATIVE SERVICES SHALL PROVIDE STAFF FOR THE COMMISSION.

(F) A MEMBER OF THE COMMISSION:

(1) MAY NOT RECEIVE COMPENSATION AS A MEMBER OF THE COMMISSION; BUT

(2) IS ENTITLED TO REIMBURSEMENT FOR EXPENSES UNDER THE STANDARD STATE TRAVEL REGULATIONS, AS PROVIDED IN THE STATE BUDGET.

(G) THE COMMISSION SHALL:

(1) REVIEW THE OPERATION OF THE TASK FORCE, INCLUDING:

(I) THE TASK FORCE'S ESTABLISHMENT, PERSONNEL, AND OVERSIGHT;

(II) INVESTIGATIONS AND CASES HANDLED BY THE TASK FORCE;

(III) ANY FEDERAL CRIMINAL INVESTIGATIONS AND CASES RELATING TO THE TASK FORCE AND ITS MEMBERS; AND

(IV) ANY VIOLATIONS OF EXISTING DEPARTMENTAL POLICIES AND PROCEDURES RELATED TO THE CONDUCT OF THE TASK FORCE;

(2) UTILIZE VARIOUS METHODS OF INVESTIGATION AND INFORMATION GATHERING, INCLUDING REVIEWING OF TRANSCRIPTS OR OTHER SWORN TESTIMONY, COLLECTING AND ANALYZING DOCUMENTS, INTERVIEWING OF WITNESSES THROUGH SUBPOENA OR OTHER MEANS, AND ANY OTHER REASONABLE MEANS;

(3) WITH CONSIDERATION OF THE COMMISSION'S FINDINGS AND THE 2017 FEDERAL CONSENT DECREE BETWEEN BALTIMORE CITY, THE POLICE DEPARTMENT, AND THE U.S. DEPARTMENT OF JUSTICE, MAKE RECOMMENDATIONS REGARDING:

(I) WHETHER A REORGANIZATION OF THE POLICE DEPARTMENT IS WARRANTED AND, IF SO, OPTIONS FOR REORGANIZATION;

(II) BEST PRACTICES REGARDING THE ESTABLISHMENT AND OVERSIGHT OF SPECIALIZED UNITS, SIMILAR TO THE TASK FORCE, WITHIN LAW ENFORCEMENT AGENCIES;

(III) ONGOING STATE AND CITY OVERSIGHT OF THE POLICE DEPARTMENT;

(IV) WHETHER THERE EXIST ANY LEGAL IMPEDIMENTS TO THE POLICE DEPARTMENT EFFECTIVELY MANAGING AND DISCIPLINING SWORN OFFICERS; AND

(V) ANY OTHER MATTERS RELATING TO THE COMMISSION'S FINDINGS.

(H) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, THE PROCEEDINGS, TESTIMONY, AND ANY OTHER EVIDENCE BEFORE THE COMMISSION ARE PUBLIC INFORMATION.

(2) ON A VOTE OF FIVE OR MORE MEMBERS OF THE COMMISSION, PROCEEDINGS, TESTIMONY, AND ANY OTHER EVIDENCE BEFORE THE COMMISSION THAT ARE PROTECTED FROM DISCLOSURE UNDER THE PUBLIC INFORMATION ACT MAY BE DEEMED CONFIDENTIAL AND PRIVILEGED.

(I) THE COMMISSION MAY:

(1) CONDUCT HEARINGS;

(2) ADMINISTER OATHS AND AFFIRMATIONS;

(3) ISSUE PROCESS TO COMPEL THE ATTENDANCE OF WITNESSES AND THE PRODUCTION OF EVIDENCE; AND

(4) REQUIRE A PERSON TO TESTIFY AND PRODUCE EVIDENCE.

(J) (1) A SUBPOENA MAY BE SERVED IN THE SAME MANNER AS ONE ISSUED BY A CIRCUIT COURT.

(2) THE COMMISSION MAY IMMEDIATELY REPORT THE FAILURE OF A PERSON TO OBEY A LAWFULLY SERVED SUBPOENA TO THE CIRCUIT COURT OF THE COUNTY HAVING JURISDICTION.

(3) THE COMMISSION SHALL PROVIDE A COPY OF THE SUBPOENA AND PROOF OF SERVICE TO THE CIRCUIT COURT.

(4) AFTER CONDUCTING A HEARING AT WHICH THE PERSON WHO ALLEGEDLY FAILED TO COMPLY WITH A SUBPOENA HAS AN OPPORTUNITY TO BE HEARD AND REPRESENTED BY COUNSEL, THE COURT MAY GRANT APPROPRIATE RELIEF.

(K) (1) A PERSON MAY HAVE AN ATTORNEY PRESENT DURING ANY CONTACT WITH THE COMMISSION.

(2) THE COMMISSION SHALL ADVISE A PERSON OF THE RIGHT TO COUNSEL WHEN A SUBPOENA IS SERVED.

(L) ON OR BEFORE DECEMBER 31, 2018, THE COMMISSION SHALL SUBMIT A PRELIMINARY REPORT OF ITS INITIAL FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS TO THE GOVERNOR AND, IN ACCORDANCE WITH § 2-1246 OF THE STATE GOVERNMENT ARTICLE, THE GENERAL ASSEMBLY.

(M) ON OR BEFORE DECEMBER 31, 2019, THE COMMISSION SHALL SUBMIT A FINAL REPORT OF ITS FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS TO THE GOVERNOR AND, IN ACCORDANCE WITH § 2-1246 OF THE STATE GOVERNMENT ARTICLE, THE GENERAL ASSEMBLY.

SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read as follows:

Article – State Government

~~2-1220.~~

~~(H) (1) BEGINNING JULY 1, 2019, AND AT LEAST ONCE EVERY 6 YEARS THEREAFTER, THE OFFICE OF LEGISLATIVE AUDITS SHALL CONDUCT AN AUDIT OF THE BALTIMORE CITY POLICE DEPARTMENT TO EVALUATE THE EFFECTIVENESS AND EFFICIENCY OF THE FINANCIAL MANAGEMENT PRACTICES OF THE BALTIMORE CITY POLICE DEPARTMENT.~~

~~(2) THE OFFICE OF LEGISLATIVE AUDITS SHALL PROVIDE INFORMATION REGARDING THE AUDIT PROCESS TO THE BALTIMORE CITY POLICE DEPARTMENT BEFORE THE AUDIT IS CONDUCTED.~~

2-606.

THE COMMITTEE SHALL:

(1) BEGINNING WITH THE 2018 AUDIT, REVIEW THE BALTIMORE POLICE DEPARTMENT'S AUDIT REPORTS ISSUED BY THE BALTIMORE CITY COMPTROLLER AND SUBMIT FINDINGS AND RECOMMENDATIONS TO THE GENERAL ASSEMBLY, IN ACCORDANCE WITH § 2-1246 OF THIS TITLE, WITH RESPECT TO ISSUES IN AUDIT REPORTS; AND

(2) REVIEW THE AUDIT PROCESS AND PROCEDURES AND PROVIDE COMMENT AND RECOMMENDATIONS, IN ACCORDANCE WITH § 2-1246 OF THIS TITLE, TO THE PRESIDENT OF THE SENATE AND THE SPEAKER OF THE HOUSE OF DELEGATES, THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LEGISLATIVE SERVICES, AND THE LEGISLATIVE AUDITOR.

SECTION ~~2~~ 3. AND BE IT FURTHER ENACTED, That Section 2 of this Act shall take effect October 1, 2018. Section 2 of this Act shall remain effective for a period of 5 years and, at the end of September 30, 2023, Section 2 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

SECTION 4. AND BE IT FURTHER ENACTED, That this Act is an emergency measure, is necessary for the immediate preservation of the public health or safety, has been passed by a ye and nay vote supported by three-fifths of all the members elected to each of the two Houses of the General Assembly, and, except as provided in Section 3 of this Act, shall take effect from the date it is enacted. Section 1 of this Act shall remain effective for a period of 1 year and 8 months and, at the end of 1 year and 8 months from the date of enactment, Section 1 of this Act, with no further action required by the General Assembly, shall be abrogated and of no further force and effect.

Approved by the Governor, May 15, 2018.

The Commission is charged with:

Reviewing the operation of the Gun Trace Task Force, including:

- the task force's establishment, personnel, and oversight;
- investigations and cases handled by the task force;
- any federal criminal investigations and cases relating to the Task Force and its members; and
- any violations of existing BPD policies and procedures related to the conduct of the task force.

Utilizing various methods of investigations and information gathering, including:

- reviewing transcripts or other sworn testimony;
- collecting and analyzing documents;
- interviewing witnesses through subpoena and other means; and
- any other reasonable means.

Making recommendations (with consideration given to the 2017 Federal Consent Decree) regarding:

- whether a reorganization of BPD is warranted and, if so, options for reorganization;
- best practices regarding the establishment and oversight of specialized units, similar to the task force, within law enforcement agencies;
- ongoing State and City oversight of BPD;
- whether there exist any legal impediments to BPD effectively managing and disciplining sworn officers; and
- any other matters relating to the Commission's findings.

The Commission has the authority to:

- conduct hearings;
- on a vote of 5 or more members, seal proceedings, testimony, and any other evidence before it;
- administer oaths and affirmations;
- issue process to compel the attendance of witnesses and the production of evidence; and
- require a person to testify and produce evidence.

Preliminary Report Due: December 31, 2018

Final Report Due: December 31, 2019

Appendix 2.

Documents Requested and Received

The Commission has requested the following information and documents:

October 19, 2018 from Baltimore City

- Baltimore City Police Department general orders and other relevant policy and procedures for the Department (including policy regarding overtime).
- Internal Affairs complaints and reports regarding members of the Gun Trace Task Force.
- Trial Board transcripts and other Trial Board documents regarding members of the Gun Trace Task Force.
- Civilian Review Board records regarding members of the Gun Trace Task Force.
- Audit Reports completed on the Baltimore City Police Department (including audit regarding overtime within the Department).
- Organizational Charts for the Department (including historical organizational charts dating back to the creation of the Gun Trace Task Force through the current organizational chart).
- Reports regarding the death of Detective Sean Suiter and his connection to the Gun Trace Task Force.

November 13, 2018 from Baltimore City

- Articles and judicial opinions from the city law department explaining the legal relationship between the Baltimore City Police Department and the State.
- Memorandums of Understanding that originally established the Gun Trace Task Force or additional information (in writing) regarding the creation of the task force.
- Records relating to complaints against Gun Trace Task Force members or involving the Gun Trace Task Force both before and after the task force went from a regional team to an exclusively Baltimore City Police Department team.
- Organization charts and personnel information about officers coming onto and leaving the Gun Trace Task Force (subject to the city solicitor's disclaimer regarding confidentiality requirements).
- GUNSTAT records and reports.
- Information on when polygraphing for specialized units ended.
- List of complaints against Gun Trace Task Force members (unless expunged).
- Information regarding the specific state's attorneys who handled Gun Trace Task Force cases (city legal counsel indicated that the commission needs to go through the Office of the State's Attorney for this information).
- Additional information regarding lawsuit between Civilian Review Board and the City.
- Rosters of members of the Gun Trace Task Force from beginning and list of officers who asked to transfer out.
- Organizational charts for the Baltimore City Police Department.
- Information regarding location of published trial board information.
- Copy of Civilian Oversight Task Force report.
- Ratified labor contract for Baltimore City Police Department.

October, 2018 from United States District Court

- Trial transcripts for convicted Gun Trace Task Force members (received).
- Statement of Charges for convicted Gun Trace Task Force members (received).
- Plea agreement statements for convicted Gun Trace Task Force members (received).

Appendix 3.

History of the Establishment of BPD

OFFICE OF THE ATTORNEY GENERAL
LEGISLATIVE SERVICES BUILDING
ROOM 104, 90 STATE CIRCLE
410-946-5600

MEMORANDUM

May 17, 2001

TO: The Honorable Verna L. Jones

FROM: Kathryn Rowe

RE: Control over the Baltimore City Police Department

You have asked for advice about the extent to which the State controls the Baltimore City Police. Although the Baltimore City Police Department is a State agency, the State lacks the ordinary incidences of control, such as appointment and removal of the Commissioner and funding. However, the State retains the ability to amend the law regarding the Department in order to force changes.

The Baltimore City Police were initially brought under State control by Chapter 7, *Laws of Maryland 1860*, which was soon replaced by Chapter 367, *Laws of Maryland 1867*. Chapter 367 provided for control of the City Police by a board of three commissioners who were to be elected by the General Assembly, and subject to removal by the Legislature when it was in session, and by the Governor, though only for conviction of a felony, during the interim. The expenses of operating the police force were to be paid by the City. The purpose of these laws was to deprive the city of all power over the police. *Upshur v. Baltimore City*, 94 Md. 743, 756-757 (1902). And the reason for that action was that "during a period when the police force was wholly under the control of the municipality, the city authorities failed to suppress the disorder and lawlessness which prevailed to an alarming extent, and the riots and blood-shed which invariably accompanied a general or local election. The law was defied; the public peace was disturbed; the constabulary were powerless, if not in sympathy with the mob, and reputable citizens were driven by violence from the polls." *Id.*¹

The law governing the Baltimore City Police was substantially revised by Chapter 203 *Laws of Maryland 1966*. Under the new law the Police Department was "constituted and established as an agency and instrumentality of the State of Maryland." It was to be operated by a single police commissioner who was appointed, and subject to removal, by the Governor. The City retained responsibility for funding the Department. Current law retains the statement that the Department is constituted and established as a state agency, Code of Local Laws of Baltimore City, § 16-2(a), and

¹ In 1860 the General Assembly also invalidated several of the election results from the City, on the grounds that "there was such tumult, riot, intimidation, fraud, and injustice, at the election held in the City of Baltimore, on the 2nd of November last, in contempt of law, that the said election, so far as the said city, is void." Joint Resolution Numbers 6, 7 and 8.

also the provision that the City is responsible for the funding of the Department, § 16-8. However, the appointment and removal authority over the commissioner was transferred to the Mayor by Chapter 920, *Laws of Maryland 1976*.

As a result, while the Department remains a State agency, *Clea v. City of Baltimore*, 312 Md. 662, 669 (1988); *Beca v. City of Baltimore*, 279 Md. 177, 180-181 (1977), the State has no direct administrative control over the Department. It does, however, retain the ability to alter the legislation governing the Department in order to address problems that arise.

KMR/kmr
jonesmem.wpd

Appendix 4.

Baltimore City Crime Statistics

**Presentation to Commission to
Restore Trust in Policing**

November 13, 2018

Baltimore City Administration



Introduction

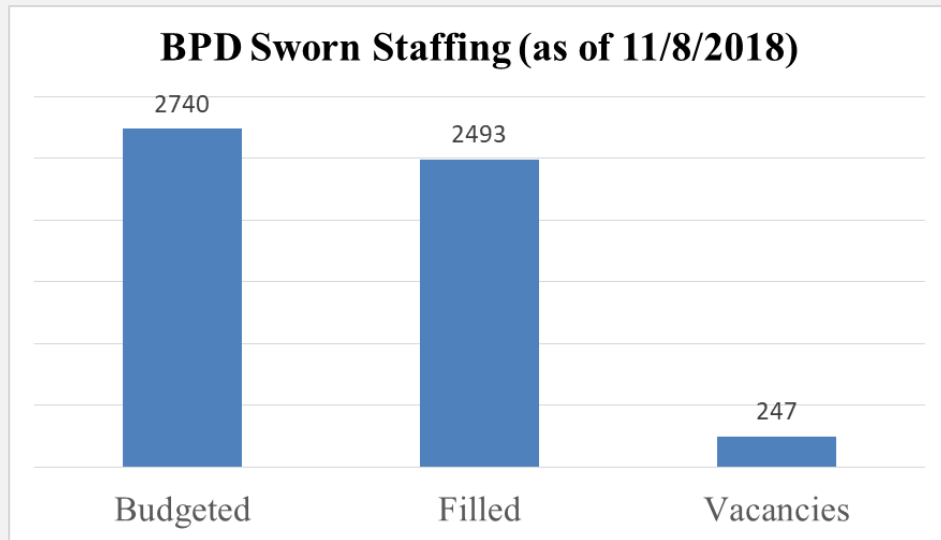
1. BPD Personnel:
 - BPD Sworn Staffing
 - Hiring and Attrition (2002-2018)
 - BPD Applications (2018)
2. Violent Crime Data
 - Homicide & Shooting Data (2012-2018)
 - Homicide and Shooting Data (2017/2018)
 - Overall Part I Crime (YTD 2017/2018)



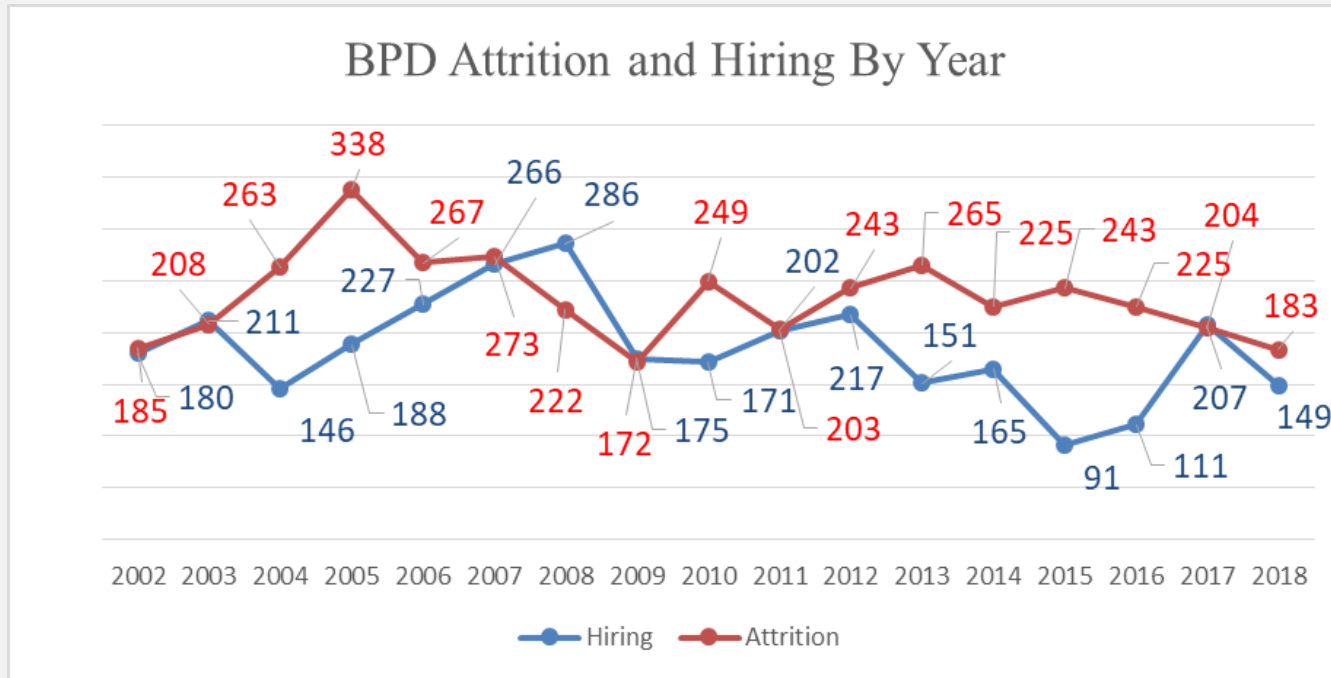
BPD Personnel

BPD Sworn Staffing

- As of 11/8/2018, over 90% of BPD's sworn staffing has been filled.
- In comparison, BPD has filled 89% of all allocated civilian positions (450/507).



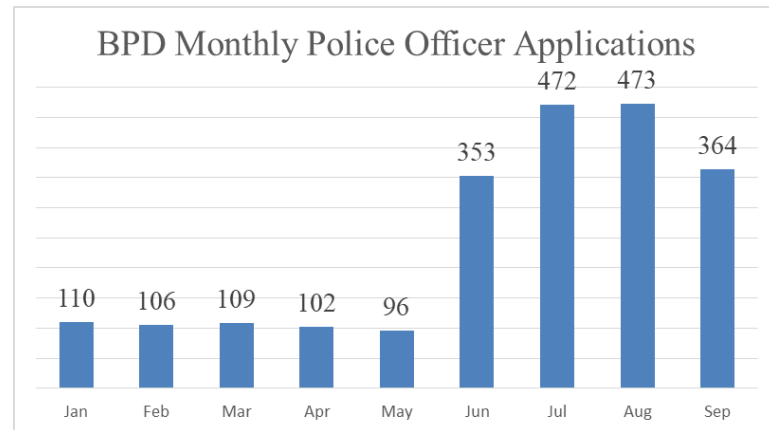
Hiring and Attrition



From 2002-2018, attrition has outgained hiring by nearly 21%

BPD Officer Applications

- In June 2018, BPD introduced an online application process that has led to a significant increase in the number of applicants.

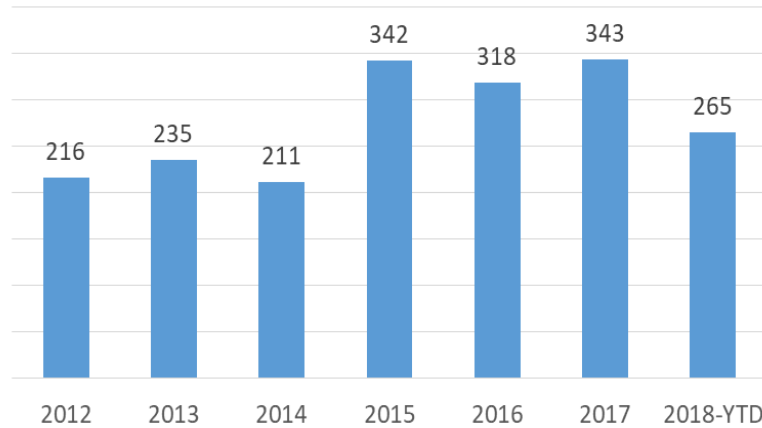




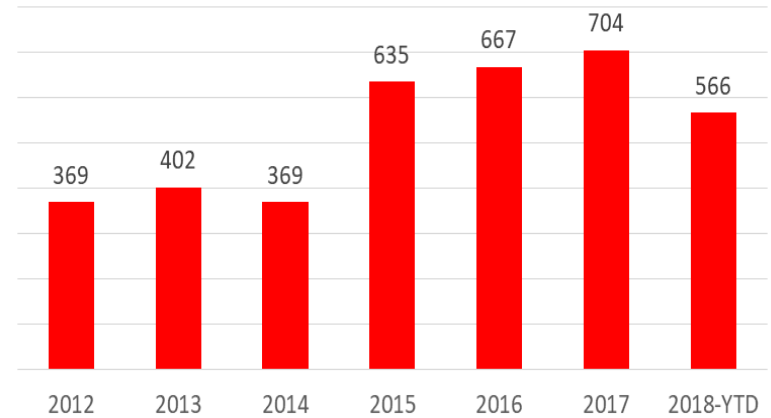
Violent Crime Data

Homicide & Shootings 2012-2018

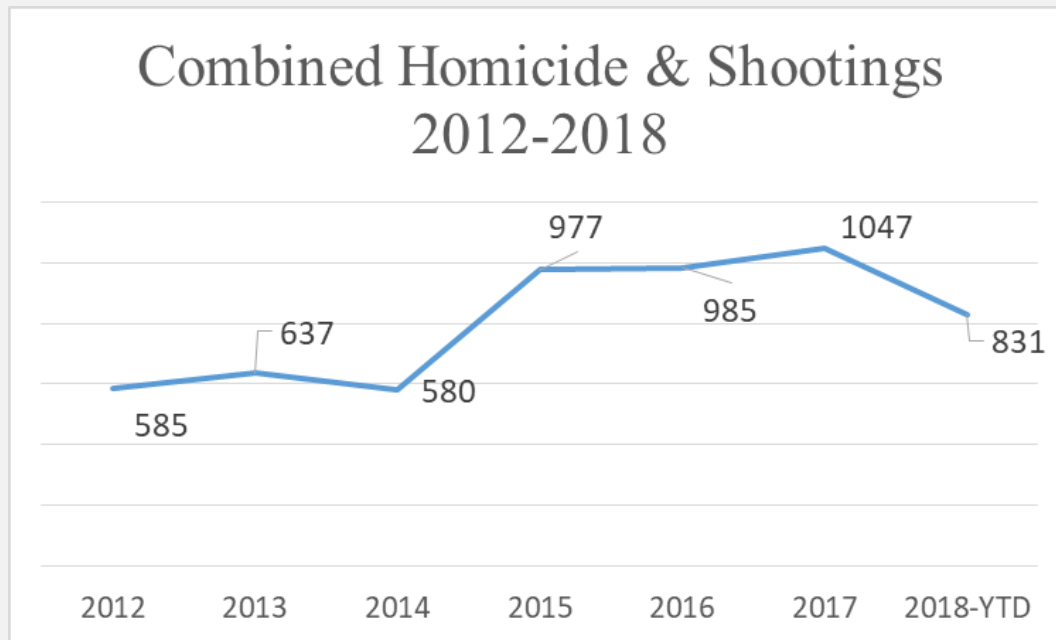
Annual Homicide Totals 2012-2018



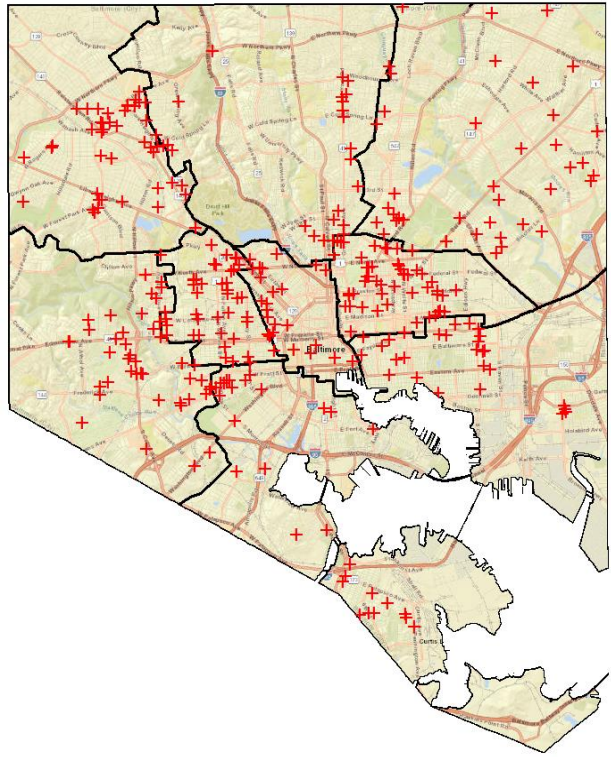
Annual Shooting Totals 2012-2018



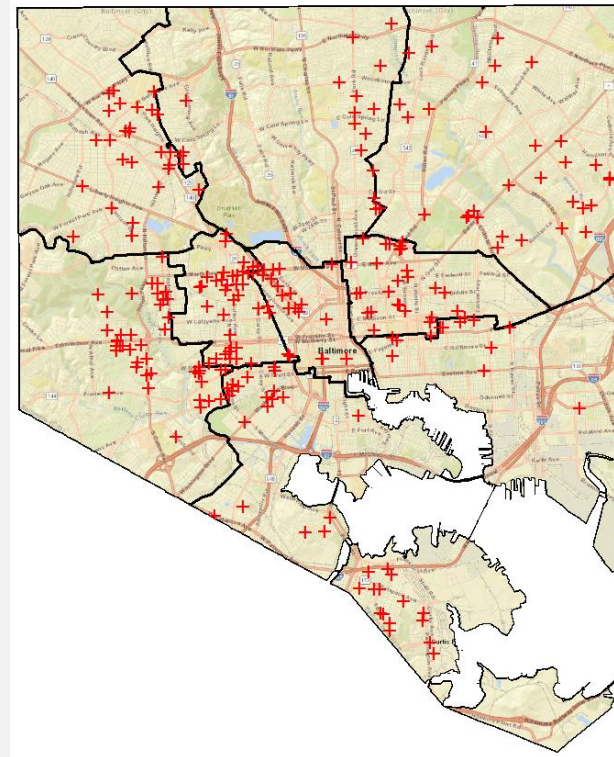
Homicide & Shooting Totals 2012-2018



2017 Homicides



2018 YTD Homicides



Part 1 Crime

2017/2018 YTD Comparison

	2017 YTD	2018 YTD	% Difference
Homicides	301	265	-12.0
Non-Fatal Shootings	609	566	-7.1
Gun Related (Hom/NFS)	870	799	-8.2
Rape	309	285	-7.8
Robbery	5,163	4,361	-15.5
Aggravated Assault	5,055	4,634	-8.3
Burglary	6,840	5,029	-26.5
Larceny	14,356	13,762	-4.1
Auto Theft (Excl. Attempts)	3,874	3,534	-8.8
Arson	236	107	-54.7
Total Violent Crime	10,828	9,545	-11.8
Total Property Crime	25,306	22,432	-11.4
Total Part 1 Crime	36,134	31,977	-11.5



Questions?

Appendix 5.

City of Baltimore Consent Decree Summary¹

¹ <https://consentdecree.baltimorecity.gov/>



City of Baltimore Consent Decree Summary

I. INTRODUCTION

The parties to the Consent Decree or Agreement are the United States, the Mayor and City Council of Baltimore, and the Police Department of Baltimore (BPD). The purpose of the Agreement is to ensure that the City and the Baltimore Police Department (BPD) protect individuals' statutory and constitutional rights, treat individuals with dignity and respect, and promote public safety in a manner that is fiscally responsible and responsive to community priorities. The Agreement recognizes that the City and BPD have already begun critical reforms, but that there is more work to be done. The Agreement is designed to increase transparency and public input, improve oversight and accountability, impose discipline for misconduct fairly and efficiently, and enhance support for policing and BPD officers through robust employee wellness programs, improved technology, law enforcement policies, training, and supervision. The parties also recognize that police officers work in difficult conditions, risking their well-being and physical safety, including the ultimate sacrifice of their lives, for the public good, and are committed to providing them with the resources necessary to perform their duties safely and successfully within constitutional boundaries.

II. COMMUNITY OVERSIGHT TASK FORCE

An effective relationship between the BPD and the community is essential to rebuilding trust in the Department. This provision, within 90 days of the effective date, establishes a Mayor-appointed commission of 5 people representing diverse communities of Baltimore, that will be responsible for recommending improvements to the current system of BPD civilian oversight. This new body will be called the Community Oversight Task Force (COTF). Among other things, the COTF will assess the current operations of the Civilian Review Board (CRB) and whether improvements to BPD's community policing strategies should be recommended. The City will ask the COTF to publish a report of its recommendations within 11 months of the Effective Date of the Consent Decree for public comment.

III. COMMUNITY POLICING AND ENGAGEMENT

BPD will ensure that its mission statement reflects its commitment to community oriented policing. All officers, including supervisors, will receive 8 hours of annual training on community oriented policing practices. Both the City and the BPD will develop community engagement plans to communicate about and seek positive and constructive feedback regarding police-community relations. BPD will solicit input from entities representing distinct community perspectives, and develop a community outreach and public information plan designed to reach each district. Annually BPD will issue a report describing its community oriented policing efforts by district noting perceived deficiencies and opportunities for improvement. On an annual basis, the Monitor will conduct a survey to assess community perception of BPD. Both the BPD report and survey will be made publicly available.

IV. STOPS, SEARCHES, ARRESTS, AND VOLUNTARY POLICE-COMMUNITY INTERACTIONS

The Agreement recognizes that BPD has recently implemented revised policies regarding Stops, Searches, Arrests, and voluntary police-community interactions to ensure that its officers conduct all Investigatory Stops, Searches, and Arrests in accordance with the rights secured or protected by the Constitution, and state and federal law. BPD will conduct voluntary contacts between the public and police in a friendly and professional manner to enhance communication, trust, and understanding. These voluntary contacts will also help officers build relationships with community members that may later assist in criminal investigations. Within one year of the Effective Date of the Consent Decree, BPD will provide training to all BPD officers that explains the value of proactive, community-oriented policing.

For those stops that are involuntary, both vehicle and non-vehicle stops, BPD will ensure that officers' reasonable suspicion for their investigatory stop or detention are documented in a specific and clear manner, and BPD will also ensure that there is consistent documentation of all investigatory stops or detentions.

BPD will prohibit officers from conducting warrantless searches of persons and vehicles except where officers have consent to search or have probable cause, where the search is incident to a lawful arrest, or where the search meets an exception to the warrant requirement under the Fourth Amendment. BPD will ensure that officers are trained on the proper protocols for strip searches and body cavity searches in accordance with its recently implemented improved policies regarding strip searches and body cavity searches.

BPD will ensure that officers issue a citation or make a custodial arrest only where they have probable cause to believe a person has committed, is committing, or is about to commit a criminal infraction or citable offense. Further, BPD will enforce its policy instructing officers that, for quality of life offenses, that the appropriate response is the least intrusive response appropriate under the circumstances as reasonably understood by the officer at the time.

The Agreement also addresses training, supervisory review, and data collection related to stops, searches and arrests.

V. IMPARTIAL POLICING

The Agreement recognizes that BPD has recently taken steps to ensure its officers provide impartial policing services. BPD will continue to build on these policies to enhance community trust and ensure equal protection of the law. Specifically, BPD officers will document demographic information on people subject to stops, frisks, and arrests, and use this information to ensure fair and impartial policing. BPD's revised training curriculum will ensure officers police in a non-discriminatory manner and respect all people. This will include training on the existence of implicit bias and stereotyping, the importance of civil rights to the police mission, the history of race in Baltimore, strategies for interacting with LGBT individuals and Constitutional and other legal requirements related to anti-discrimination. BPD will include community members in this training as appropriate.

VI. RESPONDING TO AND INTERACTING WITH PEOPLE WITH BEHAVIORAL HEALTH DISABILITIES OR IN CRISIS

The Consent Decree reflects the obligations of the BPD and the City regarding its responses to individuals with Behavioral Health Disabilities or those who are in crisis, which include those individuals experiencing episodes of intense personal distress. As reflected, BPD is committed to responding to these individuals in a manner that respects individuals' civil rights; prevents situations that could lead to unreasonable use of force, connects people with Behavioral Health Disabilities and in crisis to the behavioral health system, and decreases law enforcement involvement in those situations where diversion to the behavioral health system are more appropriate.

In an effort to address issues regarding law enforcement response to individuals with Behavioral Health Disabilities or those individual in crises, the Consent Decree calls on the City and BPD, among other things, to take the following key steps: (1) Baltimore City coordination with the Collaborative Planning and Implementation Committee to conduct an assessment of the mental health service system to identify gaps in the mental health service system; (2) revision of BPD policy on issues regarding interactions with persons with Behavioral Health Disabilities; (3) Crisis Intervention Training for all BPD officers and dispatchers, with a focus on specialized training for certain officers designated as CIT officers who will respond to calls an incidents where it is reasonably known that an individual has a Behavioral Health Disability or is in crisis; and (4) data collection and reporting related to calls for service that involve possible Behavioral Health Disabilities or people in crisis.

VII. USE OF FORCE

The Consent Decree recognizes that BPD has recently implemented improved policies regarding officers' uses of force, force reporting, investigations, and reviews. BPD will build on its recently improved policies, making further revisions where necessary under the provisions of this Agreement and, improve its training, investigations and review regarding officers' uses of force to ensure that officers uphold the value and dignity of all individuals they encounter.

BPD will require officers to use de-escalation techniques, whenever possible, before resorting to force and to reduce the need for force. BPD will ensure it maintains a clear and comprehensive use of force policy that includes all critical components to guide officers on using force constitutionally. BPD will revise its policies to require that officers who carry a firearm also carry on their person at least one less-lethal weapon which they are trained and certified to use, at all times while on duty, whether in uniform or while working in a plainclothes capacity.

There will be enhanced use of force reporting consistent with the terms of the Agreement. Each level of Reportable Force, will require increasingly rigorous reporting, investigation, and review (*i.e.*, Level 3 Reportable Force will require more reporting, than Level 2, and so on). The Agreement also contains weapon specific provisions, including requirements for training, certification and use of conducted electrical weapons (CEWs), batons/impact weapons, Oleoresin Capsicum Spray (or OC Spray), and firearms, including service weapons.

The Agreement specifies that BPD will provide all current officers with use of force training as determined by the Monitoring Plan, including training on proper use of force decision-making under a critical-thinking, decision-making model; role-playing scenarios and interactive exercises that illustrate proper use of force decision-making; the Fourth Amendment and related law; and de-escalation techniques, both verbal and tactical, that empower officers to make arrests without using force.

Finally the Agreement requires robust use of force investigation and reporting. Use of force investigations will be performed by the Special Investigations Response Team (“SIRT”) and the Performance Review Board (“PRB”) consistent with the terms of the Agreement. There will also be enhanced supervisory review and response for lower levels of reportable force.

VIII. INTERACTIONS WITH YOUTH

The Agreement calls on BPD to ensure that officer interactions with youth (those individuals who are younger than 18 years old) take into account the individual characteristics of those individuals, including age, size, developmental and mental status, disability status, and maturity. BPD officers are to consider alternatives to arrest, including warn and release, informal counseling, referrals to community services and resources and educational services. The Agreement also requires Baltimore City to assess its efforts to decrease youth involvement with the juvenile and criminal justice systems, including diversion programs, community-based alternatives to incarceration, and treatment options for youth in need of mental health treatment, drug treatment, or other services, as well as the issuance of a report on the results of its assessment. Finally, the Agreement requires BPD to assess its policies and training related to youth, so that officers are provided guidance on developmentally appropriate responses to, and interactions with, youth. This will be done with appropriate involvement with community-based youth advocates and community organizations.

IX. TRANSPORTATION OF PERSONS IN CUSTODY

The Consent Decree notes the Parties’ recognition that safe and effective transportation of detainees is an essential step in the process of taking a person into custody, and must be conducted in a manner that protects the wellbeing and personal security of officers, the public, and the people being transported. The Agreement also notes that BPD has already implemented new and/or amended policies regarding transportation of persons in custody, and requires that BPD build on those policies to ensure that all detainees are treated in a humane manner before, during, and after their transportation, with due regard for their physical safety and protection. BPD has committed that all vehicles used for transportation of persons in custody contain sufficient and functioning seatbelts, and that its transport wagons or vans are equipped with a functioning transport vehicle camera (TVC) system, which includes video recording equipment within all compartments used for the transportation of persons in custody.

Additionally, regarding the procedures for transporting persons in custody, BPD will ensure, among other things, that: (1) persons are secured by fastened seatbelts; (2) the number of people being transported does not exceed the number of seatbelts; (3) officers periodically check

on persons in custody during the transport process; (4) persons are restrained in a manner that does not cause undue pain or risk of injury; (5) separate vehicles are used to transport males and females; and (6) persons in custody who require wheelchairs, crutches, prosthetic devices, and other medical equipment are transported to the final destination of the individual who requires them. Finally, BPD is committed to providing officers who drive transport wagons with training on safe and humane transportation of persons in custody, which may include training on identification of medical distress and injuries and proper restraint techniques.

X. FIRST AMENDMENT PROTECTED ACTIVITIES

The Agreement recognizes that BPD has implemented new and/or amended policies to safeguard the First Amendment rights of all individuals, and requires that BPD build on those policies to promptly investigate and take appropriate corrective measures for any officer who violates BPD policy and training concerning First Amendment activity. The Agreement outlines that BPD officers not take police action in response to lawful First Amendment activity, including observing, recording, commenting on, or peacefully protesting police activity. Overall, the agreement underscores the ability of citizens to engage in expressive activity and lawful public protest or assembly consistent with the protections of the First Amendment, and requires that BPD ensure that its training and policy conform with the requirements of the First Amendment. BPD has committed to performing ongoing assessments of its officers' conduct and its practice related to First Amendment activity to identify deficiencies and opportunities for improvement, implement appropriate corrective action or improvement measures, and document those measures taken.

XI. HANDLING OF REPORTS OF SEXUAL ASSAULT

BPD is implementing a number of measures to increase the trust of victims of sexual assault in BPD, strengthen BPD's response to and investigations of reports of sexual assault, and to combat gender bias. Pursuant to the requirements in the Consent Decree, BPD will ensure its sexual assault policy and protocols identify practice guidelines for investigation of sexual assault crimes, and ensure all victims are offered access to free and confidential support and information from train sexual assault victim advocates. BPD will provide initial and on-going training to all of its detectives in the Sex Offense, Family Crimes, and Child Abuse units regarding policies and practices applicable to law enforcement response to sexual assault.

In addition BPD will ensure that reports of sexual assault are thoroughly investigated, including through consultation with forensic examiners. BPD will establish and implement measures to ensure supervision and oversight of sexual assault investigation, including the development of a system of automated alerts to trigger supervisory review of open sexual assault investigations. BPD will continue to enhance its data collection, analysis, and reporting on its investigation of sexual assaults, including information about the processing of forensic medical exams. Where permitted by law, BPD will share information about its investigations of sexual assault with Baltimore's Sexual Assault Response Team (SART) to promote public safety and better support the needs of sexual assault victims.

XII. TECHNOLOGY

The Consent Decree outlines BPD's commitment to provide its officers with the technology necessary to perform their duties. Within one year of the Effective Date of the Agreement, BPD will complete a technology Resource Study to identify additional technology needed to satisfy the terms of the Agreement, followed by a Resource Plan which will outline the process for adopting or procuring the necessary technology. Specifically the Resource Plan will address cost-effective methods for supplying BPD personnel with an adequate number of computers; access to relevant law enforcement databases; and centralized data and records management systems to store and track the data required by the Agreement, including an Early Intervention System. The Resource Plan will be submitted for review and approval of the Monitor and DOJ in accordance with a schedule established in the Monitoring Plan. Additionally, BPD will ensure that its policy on body worn cameras addresses the use of cameras, retention of videos, access and privacy issues, the use of recordings as evidence in force and complaint reviews, and the use of recordings for other criminal justice purposes.

XIII. SUPERVISION

The Consent Decree requires that any new or revised policies required by the Agreement be plainly written and clear, and that a process be established that fosters input from the public and from affected police officers on those policies. The Monitoring Plan will set up a collaboration period during which the Monitor and the Justice Department will review any substantive new or revised policies. During that time, there will be a comment period where new or revised policies are posted on BPD's website and comments from the public and from its officers are invited. The final proposed policy must be approved by the Monitor and the Justice Department prior to implementation. BPD agrees to re-review new or revised policies or procedures within 18 months to ensure it is clear and working. Every officer will have ready access to an electronic copy of all policies, and the policies, and all changes, will be made available to the public on BPD's website.

The parties agree that BPD will develop a written Training Plan that will outline how BPD will deliver supplemental basic training, remedial training, in-service training, roll-call training, and enhance the field training program. Working with the City, the Monitor, and the Justice Department, BPD will create a plan for funding its training program and academy, including its technology resources. New curricula and lesson plans, as well as any training program conducted by a non-BPD entity, will be reviewed and approved by the Monitor and Justice Department before implementation. BPD will periodically evaluate its trainings and track information on each officer's trainings.

BPD supervisors will enforce the expectation that officers will police in a manner consistent with the Constitution and with BPD policy and BPD will develop mandatory supervisory training for all new and current supervisors that will include how best to promote constitutional police practices, de-escalate conflict, investigate officer uses of force, and build community partnerships. In addition, BPD will upgrade its Early Intervention System to promote the proactive identification of potentially problematic behavior among officers and facilitate individualized interventions.

XIV. MISCONDUCT INVESTIGATIONS AND DISCIPLINE

The City and BPD will work together to implement an enhanced accountability system. BPD's Office of Professional Responsibility (OPR) will investigate all complaints of officer misconduct, coordinating with the civilian review board (CRB) where appropriate. BPD will review and revise as necessary the policies governing OPR to ensure the complaint intake process is open and easily accessed by any individual wishing to file a complaint, and that all complaints are investigated and documented in writing. This includes requiring officers to carry complaint forms in their vehicles to provide, along with their name and badge number, upon request. BPD will also ensure there are protocols to encourage and protect officers who report violations of policy by other officers.

BPD and the Civilian Complaint Review Board (CRB) will coordinate on the classifications of complaints, and on the protocols governing each agency's responsibilities throughout the investigation and disciplinary process. BPD will also develop and implement policies to ensure an accused officer receives notice of the investigation and prohibiting the officer from taking actions that could jeopardize the investigation. Interfering with an investigation will be grounds for termination.

BPD will also review its current disciplinary policies and procedures and change them as necessary to ensure consistent and equal application of punishment, including by creating a presumptive range of discipline based on the type of violation and the officer's history. BPD will ensure that any disciplinary hearing comports with the law, is recorded, and involves civilian voting members as permitted by law. BPD will continue to provide a community-based mediation program as an alternative to the investigation process described above. BPD will track misconduct investigations to allow for analysis and to facilitate sharing the status of an investigation with complainants and the public.

The City and BPD agree to develop and promote a program to educate the community about the process of filing complaints and to increase transparency, including publishing a quarterly report on misconduct investigations containing specified aggregate data. BPD will also establish a testing program designed to assess the procedures outlined above to ensure the complaint intake is done properly. BPD and the City agree to provide all investigators training on conducting officer and employee misconduct investigations, led by sources both inside and outside of BPD.

XV. COORDINATION WITH BALTIMORE CITY SCHOOL POLICE FORCE

BPD has a collaborative relationship with the Baltimore City School Police Force (BSP) in which BPD authorizes BSP to exercise law enforcement powers beyond BSP Primary Jurisdiction, to encompass the entire City, under specific circumstances. Pursuant to the Agreement, BPD will conduct an initial assessment to evaluate how BSP has used BPD's authorization to exercise law enforcement powers throughout the City pursuant to the MOU. The assessment will include an analysis and review of calls, incidents, stops, arrests, and uses of force involving officers from BSP exercising law enforcement powers pursuant to the MOU.

BPD will use the assessment to identify deficiencies and opportunities for improvement; implement appropriate corrective action and improvement measures; and document measures taken. Following the initial assessment, BPD will conduct a biennial evaluation of its efforts at improving its coordination with BSP, and modify its efforts as necessary to ensure its coordination with BSP is effective.

XVI. RECRUITMENT, HIRING AND RETENTION

BPD will develop a written recruitment plan that will require minimum hiring standards and outreach to a broad spectrum of community stakeholders aimed at increasing the diversity of its ranks. This plan will be submitted for approval by the Monitor, who will also aid BPD with a review of its current hiring processes. BPD's background investigations for hiring officers will include evaluation of an in-person psychological screening; the applicant's police, education, employment, military, credit, and driving records; the applicant's use-of-force and training history if he or she has previous law enforcement experience; and information on the applicant's history, skills, and temperament available from other authorities, databases, or even social media platforms. BPD will also work with the Monitor to create a retention plan, which may create incentives for experienced officers or reimbursement for educational opportunities. BPD will assess its recruitment and retention efforts annually. The Agreement requires BPD to complete a comprehensive staffing study, which can be implemented in a phased manner that reflects the City's fiscal resources.

The parties agree that BPD's annual performance review will include written descriptions of the officer's performance and any areas requiring further training, as well as in-person meetings to discuss the evaluation. Supervisors shall consider, among other factors, the officer's integrity, commitment to the community, use of de-escalation, communications skills, bias-free policing, and the quality of the officer's written reports. Officers will be provided clear criteria for promotion that prioritize constitutional and community-oriented policing. BPD will also provide professional counseling and peer support services for all sworn officers and will develop well-being protocols for times of civil unrest.

XVII. AGREEMENT IMPLEMENTATION AND ENFORCEMENT

The Consent Decree will be filed in the federal district court for the District of Maryland. Once approved and entered as an order of the Court, the Agreement becomes effective. The Court will appoint an independent Monitor, which will include a team of individuals with policing, civil rights and other relevant experience to report on whether the requirements and purposes of the Agreement are being met and provide assistance in achieving compliance. The Monitor will issue public reports and conduct a comprehensive reassessment after two years.

The parties will jointly select the Monitor through an application process, including public input, as spelled out in the agreement. The Monitor will be an agent of the Court. The Monitor must submit budgets in advance for pre-approval and may be paid a maximum of \$1.475 million annually, subject to certain exceptions for unforeseen circumstances. The Monitor's appointment is subject to renewal after three years.

Five years from the Effective Date of the Agreement, the Court will hold a hearing to assess compliance with the Agreement and determine whether the Agreement should continue. The Agreement will be terminated if the Court determines that the City and BPD have achieved full and effective compliance upon a showing that they have incorporated all material requirements into policy, trained personnel accordingly, ensured that the requirements are being carried out in practice, and shown continuing improvement for a period of one or two years, depending on the requirement. The City and BPD may also move to terminate the Agreement in whole or in part before the five year period ends, but only upon a showing that they have achieved full and effective compliance during that time for the requisite period required under the Agreement.

XVIII. DEFINITIONS

This section defines terms used in the Agreement. The Agreement specifies that other terms used in the agreement are to be defined consistent with relevant case law and applicable principles of contractual interpretation.

Appendix 6.
Law Enforcement Officers' Bill of Rights

Law Enforcement Officers' Bill of Rights – Text

December 19, 2018

Maryland Annotated Code, Public Safety Article

Title 3 – Law Enforcement

Subtitle 1 – Law Enforcement Officers' Bill of Rights

3–101. Definitions

- (a) In this subtitle the following words have the meanings indicated.
- (b) (1) “Chief” means the head of a law enforcement agency.
(2) “Chief” includes the officer designated by the head of a law enforcement agency.
- (c) (1) “Hearing” means a proceeding during an investigation conducted by a hearing board to take testimony or receive other evidence.
(2) “Hearing” does not include an interrogation at which no testimony is taken under oath.
- (d) “Hearing board” means a board that is authorized by the chief to hold a hearing on a complaint against a law enforcement officer.
- (e) (1) “Law enforcement officer” means an individual who:
 - (i) in an official capacity is authorized by law to make arrests; and
 - (ii) is a member of one of the following law enforcement agencies:
 - 1. the Department of State Police;
 - 2. the Police Department of Baltimore City;
 - 3. the Baltimore City School Police Force;
 - 4. the Baltimore City Watershed Police Force;
 - 5. the police department, bureau, or force of a county;
 - 6. the police department, bureau, or force of a municipal corporation;
 - 7. the office of the sheriff of a county;
 - 8. the police department, bureau, or force of a bicounty agency;
 - 9. the Maryland Transportation Authority Police;
 - 10. the police forces of the Department of Transportation;
 - 11. the police forces of the Department of Natural Resources;

Office;

Force;

Health;

Department of General Services;

Licensing, and Regulation;

Maryland;

College;

College;

Public Safety and Correctional Services;

Parole and Probation in the Department of Public Safety and Correctional Services;

or

College.

12. the Field Enforcement Bureau of the Comptroller's
13. the Housing Authority of Baltimore City Police
14. the Crofton Police Department;
15. the police force of the Maryland Department of
16. the police force of the Maryland Capitol Police of the
17. the police force of the Department of Labor,
18. the police forces of the University System of
19. the police force of Morgan State University;
20. the office of State Fire Marshal;
21. the Ocean Pines Police Department;
22. the police force of the Baltimore City Community
23. the police force of the Hagerstown Community
24. the Internal Investigation Unit of the Department of
25. the Warrant Apprehension Unit of the Division of
26. the police force of the Anne Arundel Community

(2) "Law enforcement officer" does not include:

- (i) an individual who serves at the pleasure of the Police Commissioner of Baltimore City;
- (ii) an individual who serves at the pleasure of the appointing authority of a charter county;
- (iii) the police chief of a municipal corporation;
- (iv) an officer who is in probationary status on initial entry into the law enforcement agency except if an allegation of brutality in the execution of the officer's duties is made;
- (v) a Montgomery County fire and explosive investigator as defined in § 2-208.1 of the Criminal Procedure Article;
- (vi) an Anne Arundel County or City of Annapolis fire and explosive investigator as defined in § 2-208.2 of the Criminal Procedure Article;
- (vii) a Prince George's County fire and explosive investigator as defined in § 2-208.3 of the Criminal Procedure Article;
- (viii) a Worcester County fire and explosive investigator as defined in § 2-208.4 of the Criminal Procedure Article;

(ix) a City of Hagerstown fire and explosive investigator as defined in § 2–208.5 of the Criminal Procedure Article; or

(x) a Howard County fire and explosive investigator as defined in § 2–208.6 of the Criminal Procedure Article.

3–102. Effect of Subtitle.

(a) Except for the administrative hearing process under Subtitle 2 of this title that relates to the certification enforcement power of the Police Training and Standards Commission, this subtitle supersedes any other law of the State, a county, or a municipal corporation that conflicts with this subtitle.

(b) Any local law is preempted by the subject and material of this subtitle.

(c) This subtitle does not limit the authority of the chief to regulate the competent and efficient operation and management of a law enforcement agency by any reasonable means including transfer and reassignment if:

(1) that action is not punitive in nature; and

(2) the chief determines that action to be in the best interests of the internal management of the law enforcement agency.

3–103. Rights of Law Enforcement Officers – generally.

(a) (1) Subject to paragraph (2) of this subsection, a law enforcement officer has the same rights to engage in political activity as a State employee.

(2) This right to engage in political activity does not apply when the law enforcement officer is on duty or acting in an official capacity.

(b) A law enforcement agency:

(1) may not prohibit secondary employment by law enforcement officers; but

(2) may adopt reasonable regulations that relate to secondary employment by law enforcement officers.

(c) A law enforcement officer may not be required or requested to disclose an item of the law enforcement officer's property, income, assets, source of income, debts, or personal or domestic expenditures, including those of a member of the law enforcement officer's family or household, unless:

(1) the information is necessary to investigate a possible conflict of interest with respect to the performance of the law enforcement officer's official duties; or

(2) the disclosure is required by federal or State law.

(d) (1) A law enforcement officer may not be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the law enforcement officer's employment or be threatened with that treatment because the law enforcement officer:

(i) has exercised or demanded the rights granted by this subtitle;

(ii) has lawfully exercised constitutional rights; or
(iii) has disclosed information that evidences:
1. gross mismanagement;
2. a gross waste of government resources;
3. a substantial and specific danger to public health or safety; or
4. a violation of law committed by another law enforcement officer.

(2) A law enforcement officer may not undertake an independent investigation based on knowledge of disclosures described in paragraph (1)(iii) of this subsection.

(e) A statute may not abridge and a law enforcement agency may not adopt a regulation that prohibits the right of a law enforcement officer to bring suit that arises out of the law enforcement officer's duties as a law enforcement officer.

(f) A law enforcement officer may waive in writing any or all rights granted by this subtitle.

3-104. Investigation or Interrogation of Law Enforcement Officer.

(a) The investigation or interrogation by a law enforcement agency of a law enforcement officer for a reason that may lead to disciplinary action, demotion, or dismissal shall be conducted in accordance with this section.

(b) For purposes of this section, the investigating officer or interrogating officer shall be:

(1) a sworn law enforcement officer; or
(2) if requested by the Governor, the Attorney General or Attorney General's designee.

(c) (1) A complaint against a law enforcement officer that alleges brutality in the execution of the law enforcement officer's duties may not be investigated unless the complaint is signed and sworn to, under penalty of perjury, by:

(i) the aggrieved individual;
(ii) a member of the aggrieved individual's immediate family;
(iii) an individual with firsthand knowledge obtained because the individual:

1. was present at and observed the alleged incident; or
2. has a video recording of the incident that, to the best of the individual's knowledge, is unaltered; or

(iv) the parent or guardian of the minor child, if the alleged incident involves a minor child.

(2) Unless a complaint is filed within 366 days after the alleged brutality, an investigation that may lead to disciplinary action under this subtitle for brutality may not be initiated and an action may not be taken.

(d) (1) The law enforcement officer under investigation shall be informed of the name, rank, and command of:

- (i) the law enforcement officer in charge of the investigation;
- (ii) the interrogating officer; and
- (iii) each individual present during an interrogation.

(2) Before an interrogation, the law enforcement officer under investigation shall be informed in writing of the nature of the investigation.

(e) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the law enforcement officer shall be informed completely of all of the law enforcement officer's rights before the interrogation begins.

(f) Unless the seriousness of the investigation is of a degree that an immediate interrogation is required, the interrogation shall be conducted at a reasonable hour, preferably when the law enforcement officer is on duty.

(g) (1) The interrogation shall take place:

- (i) at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer; or

- (ii) at another reasonable and appropriate place.

(2) The law enforcement officer under investigation may waive the right described in paragraph (1)(i) of this subsection.

(h) (1) All questions directed to the law enforcement officer under interrogation shall be asked by and through one interrogating officer during any one session of interrogation consistent with paragraph (2) of this subsection.

(2) Each session of interrogation shall:

- (i) be for a reasonable period; and
- (ii) allow for personal necessities and rest periods as reasonably necessary.

(i) The law enforcement officer under interrogation may not be threatened with transfer, dismissal, or disciplinary action.

(j) (1) (i) On request, the law enforcement officer under interrogation has the right to be represented by counsel or another responsible representative of the law enforcement officer's choice who shall be present and available for consultation at all times during the interrogation.

(ii) The law enforcement officer may waive the right described in subparagraph (i) of this paragraph.

(2) (i) The interrogation shall be suspended for a period not exceeding 5 business days until representation is obtained.

(ii) Within that 5 business day period, the chief for good cause shown may extend the period for obtaining representation.

(3) During the interrogation, the law enforcement officer's counsel or representative may:

- (i) request a recess at any time to consult with the law enforcement officer;

(ii) object to any question posed; and
(iii) state on the record outside the presence of the law enforcement officer the reason for the objection.

(k) (1) A complete record shall be kept of the entire interrogation, including all recess periods, of the law enforcement officer.

(2) The record may be written, taped, or transcribed.

(3) On completion of the investigation, and on request of the law enforcement officer under investigation or the law enforcement officer's counsel or representative, a copy of the record of the interrogation shall be made available at least 10 days before a hearing.

(l) (1) The law enforcement agency may order the law enforcement officer under investigation to submit to blood alcohol tests, blood, breath, or urine tests for controlled dangerous substances, polygraph examinations, or interrogations that specifically relate to the subject matter of the investigation.

(2) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subsection and the law enforcement officer refuses to do so, the law enforcement agency may commence an action that may lead to a punitive measure as a result of the refusal.

(3) If the law enforcement agency orders the law enforcement officer to submit to a test, examination, or interrogation described in paragraph (1) of this subsection, the results of the test, examination, or interrogation are not admissible or discoverable in a criminal proceeding against the law enforcement officer.

(m) (1) If the law enforcement agency orders the law enforcement officer to submit to a polygraph examination, the results of the polygraph examination may not be used as evidence in an administrative hearing unless the law enforcement agency and the law enforcement officer agree to the admission of the results.

(2) The law enforcement officer's counsel or representative need not be present during the actual administration of a polygraph examination by a certified polygraph examiner if:

(i) the questions to be asked are reviewed with the law enforcement officer or the counsel or representative before the administration of the examination;

(ii) the counsel or representative is allowed to observe the administration of the examination; and

(iii) a copy of the final report of the examination by the certified polygraph examiner is made available to the law enforcement officer or the counsel or representative within a reasonable time, not exceeding 10 days, after completion of the examination.

(n) (1) On completion of an investigation and at least 10 days before a hearing, the law enforcement officer under investigation shall be:

(i) notified of the name of each witness and of each charge and specification against the law enforcement officer; and

(ii) provided with a copy of the investigatory file and any exculpatory information, if the law enforcement officer and the law enforcement officer's representative agree to:

1. execute a confidentiality agreement with the law enforcement agency not to disclose any material contained in the investigatory file and exculpatory information for any purpose other than to defend the law enforcement officer; and

2. pay a reasonable charge for the cost of reproducing the material.

(2) The law enforcement agency may exclude from the exculpatory information provided to a law enforcement officer under this subsection:

(i) the identity of confidential sources;

(ii) nonexculpatory information; and

(iii) recommendations as to charges, disposition, or punishment.

(o) (1) The law enforcement agency may not insert adverse material into a file of the law enforcement officer, except the file of the internal investigation or the intelligence division, unless the law enforcement officer has an opportunity to review, sign, receive a copy of, and comment in writing on the adverse material.

(2) The law enforcement officer may waive the right described in paragraph (1) of this subsection.

3-105. Application for Show Cause Order.

(a) A law enforcement officer who is denied a right granted by this subtitle may apply to the circuit court of the county where the law enforcement officer is regularly employed for an order that directs the law enforcement agency to show cause why the right should not be granted.

(b) The law enforcement officer may apply for the show cause order:

(1) either individually or through the law enforcement officer's certified or recognized employee organization; and

(2) at any time prior to the beginning of a hearing by the hearing board.

(c) On a finding that a law enforcement agency obtained evidence against a law enforcement officer in violation of a right granted by this subtitle, the court shall grant appropriate relief.

3-106. Limitation on Administrative Charges.

(a) Subject to subsection (b) of this section, a law enforcement agency may not bring administrative charges against a law enforcement officer unless the agency files the charges within 1 year after the act that gives rise to the charges comes to the attention of the appropriate law enforcement agency official.

(b) The 1-year limitation of subsection (a) of this section does not apply to charges that relate to criminal activity or excessive force.

3-106.1. Agency List of Officers Found or Alleged to have Committed Acts Bearing on Exculpatory or Impeachment Evidence.

(a) A law enforcement agency required by law to disclose information for use as impeachment or exculpatory evidence in a criminal case, solely for the purpose of satisfying the disclosure requirement, may maintain a list of law enforcement officers who have been found or alleged to have committed acts which bear on credibility, integrity, honesty, or other characteristics that would constitute exculpatory or impeachment evidence.

(b) A law enforcement agency may not, based solely on the fact that a law enforcement officer is included on the list maintained under subsection (a) of this section, take punitive action against the law enforcement officer, including:

- (1) demotion;
- (2) dismissal;
- (3) suspension without pay; or
- (4) reduction in pay.

(c) A law enforcement agency that maintains a list of law enforcement officers under subsection (a) of this section shall provide timely notice to each law enforcement officer whose name has been placed on the list.

(d) A law enforcement officer maintains all rights of appeal provided in this subtitle.

3-107. Hearing by Hearing Board.

(a) (1) Except as provided in paragraph (2) of this subsection and § 3-111 of this subtitle, if the investigation or interrogation of a law enforcement officer results in a recommendation of demotion, dismissal, transfer, loss of pay, reassignment, or similar action that is considered punitive, the law enforcement officer is entitled to a hearing on the issues by a hearing board before the law enforcement agency takes that action.

(2) A law enforcement officer who has been convicted of a felony is not entitled to a hearing under this section.

(b) (1) The law enforcement agency shall give notice to the law enforcement officer of the right to a hearing by a hearing board under this section.

(2) The notice required under this subsection shall state the time and place of the hearing and the issues involved.

(c) (1) Except as provided in paragraph (5) of this subsection and in § 3-111 of this subtitle, the hearing board authorized under this section shall consist of at least three voting members who:

(i) are appointed by the chief and chosen from law enforcement officers within that law enforcement agency, or from law enforcement

officers of another law enforcement agency with the approval of the chief of the other agency; and

(ii) have had no part in the investigation or interrogation of the law enforcement officer.

(2) At least one member of the hearing board shall be of the same rank as the law enforcement officer against whom the complaint is filed.

(3) (i) Subject to subparagraph (ii) of this paragraph, a chief may appoint, as a nonvoting member of the hearing board, one member of the public who has received training administered by the Maryland Police Training and Standards Commission on the Law Enforcement Officers' Bill of Rights and matters relating to police procedures.

(ii) If authorized by local law, a hearing board formed under paragraph (1) of this subsection may include up to two voting or nonvoting members of the public who have received training administered by the Maryland Police Training and Standards Commission on the Law Enforcement Officers' Bill of Rights and matters relating to police procedures.

(4) (i) If the chief is the law enforcement officer under investigation, the chief of another law enforcement agency in the State shall function as the law enforcement officer of the same rank on the hearing board.

(ii) If the chief of a State law enforcement agency is under investigation, the Governor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.

(iii) If the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor shall appoint the chief of another law enforcement agency to function as the law enforcement officer of the same rank on the hearing board.

(iv) If the chief of a State law enforcement agency or the chief of a law enforcement agency of a county or municipal corporation is under investigation, the official authorized to appoint the chief's successor, or that official's designee, shall function as the chief for purposes of this subtitle.

(5) (i) 1. A law enforcement agency or the agency's superior governmental authority that has recognized and certified an exclusive collective bargaining representative may negotiate with the representative an alternative method of forming a hearing board.

2. A hearing board formed under this paragraph may include up to two voting or nonvoting members of the public, appointed by the chief, who have received training administered by the Maryland Police Training and Standards Commission on the Law Enforcement Officers' Bill of Rights and matters relating to police procedures.

(ii) A law enforcement officer may elect the alternative method of forming a hearing board if:

1. the law enforcement officer works in a law enforcement agency described in subparagraph (i) of this paragraph; and

2. the law enforcement officer is included in the collective bargaining unit.

(iii) The law enforcement agency shall notify the law enforcement officer in writing before a hearing board is formed that the law enforcement officer may elect an alternative method of forming a hearing board if one has been negotiated under this paragraph.

(iv) If the law enforcement officer elects the alternative method, that method shall be used to form the hearing board.

(v) An agency or exclusive collective bargaining representative may not require a law enforcement officer to elect an alternative method of forming a hearing board.

(vi) If the law enforcement officer has been offered summary punishment, an alternative method of forming a hearing board may not be used.

(vii) If authorized by local law, this paragraph is subject to binding arbitration.

(d) (1) In connection with a disciplinary hearing, the chief or hearing board may issue subpoenas to compel the attendance and testimony of witnesses and the production of books, papers, records, and documents as relevant or necessary.

(2) The subpoenas may be served without cost in accordance with the Maryland Rules that relate to service of process issued by a court.

(3) Each party may request the chief or hearing board to issue a subpoena or order under this subtitle.

(4) In case of disobedience or refusal to obey a subpoena served under this subsection, the chief or hearing board may apply without cost to the circuit court of a county where the subpoenaed party resides or conducts business, for an order to compel the attendance and testimony of the witness or the production of the books, papers, records, and documents.

(5) On a finding that the attendance and testimony of the witness or the production of the books, papers, records, and documents is relevant or necessary:

(i) the court may issue without cost an order that requires the attendance and testimony of witnesses or the production of books, papers, records, and documents; and

(ii) failure to obey the order may be punished by the court as contempt.

(e) (1) The hearing shall be:

(i) conducted by a hearing board; and

(ii) open to the public, unless the chief finds a hearing must be closed for good cause, including to protect a confidential informant, an undercover officer, or a child witness.

(2) The hearing board shall give the law enforcement agency and law enforcement officer ample opportunity to present evidence and argument about the issues involved.

(3) The law enforcement agency and law enforcement officer may be represented by counsel.

(4) Each party has the right to cross-examine witnesses who testify and each party may submit rebuttal evidence.

(f) (1) Evidence with probative value that is commonly accepted by reasonable and prudent individuals in the conduct of their affairs is admissible and shall be given probative effect.

(2) The hearing board shall give effect to the rules of privilege recognized by law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence.

(3) Each record or document that a party desires to use shall be offered and made a part of the record.

(4) Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference.

(g) (1) The hearing board may take notice of:
(i) judicially cognizable facts; and
(ii) general, technical, or scientific facts within its specialized knowledge.

(2) The hearing board shall:
(i) notify each party of the facts so noticed either before or during the hearing, or by reference in preliminary reports or otherwise; and
(ii) give each party an opportunity and reasonable time to contest the facts so noticed.

(3) The hearing board may utilize its experience, technical competence, and specialized knowledge in the evaluation of the evidence presented.

(h) (1) With respect to the subject of a hearing conducted under this subtitle, the chief shall administer oaths or affirmations and examine individuals under oath.

(2) In connection with a disciplinary hearing, the chief or a hearing board may administer oaths.

(i) (1) Witness fees and mileage, if claimed, shall be allowed the same as for testimony in a circuit court.

(2) Witness fees, mileage, and the actual expenses necessarily incurred in securing the attendance of witnesses and their testimony shall be itemized and paid by the law enforcement agency.

(j) An official record, including testimony and exhibits, shall be kept of the hearing.

3-108. Disposition of Administrative Action.

(a) (1) A decision, order, or action taken as a result of a hearing under § 3-107 of this subtitle shall be in writing and accompanied by findings of fact.

(2) The findings of fact shall consist of a concise statement on each issue in the case.

(3) A finding of not guilty terminates the action.

(4) If the hearing board makes a finding of guilt, the hearing board shall:

- (i) reconvene the hearing;
- (ii) receive evidence; and
- (iii) consider the law enforcement officer's past job performance and other relevant information as factors before making recommendations to the chief.

(5) A copy of the decision or order, findings of fact, conclusions, and written recommendations for action shall be delivered or mailed promptly to:

- (i) the law enforcement officer or the law enforcement officer's counsel or representative of record; and
- (ii) the chief.

(b) (1) After a disciplinary hearing and a finding of guilt, the hearing board may recommend the penalty it considers appropriate under the circumstances, including demotion, dismissal, transfer, loss of pay, reassignment, or other similar action that is considered punitive.

(2) The recommendation of a penalty shall be in writing.

(c) (1) Notwithstanding any other provision of this subtitle, the decision of the hearing board as to findings of fact and any penalty is final if:

- (i) a chief is an eyewitness to the incident under investigation;

or

- (ii) a law enforcement agency or the agency's superior governmental authority has agreed with an exclusive collective bargaining representative recognized or certified under applicable law that the decision is final.

(2) The decision of the hearing board then may be appealed in accordance with § 3-109 of this subtitle.

(3) If authorized by local law, paragraph (1)(ii) of this subsection is subject to binding arbitration.

(d) (1) Within 30 days after receipt of the recommendations of the hearing board, the chief shall:

- (i) review the findings, conclusions, and recommendations of the hearing board; and
- (ii) issue a final order.

(2) The final order and decision of the chief is binding and then may be appealed in accordance with § 3-109 of this subtitle.

(3) The recommendation of a penalty by the hearing board is not binding on the chief.

(4) The chief shall consider the law enforcement officer's past job performance as a factor before imposing a penalty.

(5) The chief may increase the recommended penalty of the hearing board only if the chief personally:

- (i) reviews the entire record of the proceedings of the hearing board;

(ii) meets with the law enforcement officer and allows the law enforcement officer to be heard on the record;

(iii) discloses and provides in writing to the law enforcement officer, at least 10 days before the meeting, any oral or written communication not included in the record of the hearing board on which the decision to consider increasing the penalty is wholly or partly based; and

(iv) states on the record the substantial evidence relied on to support the increase of the recommended penalty.

3-109. Judicial Review.

(a) An appeal from a decision made under § 3-108 of this subtitle shall be taken to the circuit court for the county in accordance with Maryland Rule 7-202.

(b) A party aggrieved by a decision of a court under this subtitle may appeal to the Court of Special Appeals.

3-110. Expungement of Record of Formal Complaint.

(a) On written request, a law enforcement officer may have expunged from any file the record of a formal complaint made against the law enforcement officer if:

(1) (i) the law enforcement agency that investigated the complaint:

1. exonerated the law enforcement officer of all charges in the complaint; or

2. determined that the charges were unsustainable or unfounded; or

(ii) a hearing board acquitted the law enforcement officer, dismissed the action, or made a finding of not guilty; and

(2) at least 3 years have passed since the final disposition by the law enforcement agency or hearing board.

(b) Evidence of a formal complaint against a law enforcement officer is not admissible in an administrative or judicial proceeding if the complaint resulted in an outcome listed in subsection (a)(1) of this section.

3-111. Summary Punishment.

(a) This subtitle does not prohibit summary punishment by higher ranking law enforcement officers as designated by the chief.

(b) (1) Summary punishment may be imposed for minor violations of law enforcement agency rules and regulations if:

(i) the facts that constitute the minor violation are not in dispute;

(ii) the law enforcement officer waives the hearing provided under this subtitle; and

(iii) the law enforcement officer accepts the punishment imposed by the highest ranking law enforcement officer, or individual acting in that capacity, of the unit to which the law enforcement officer is attached.

(2) Summary punishment imposed under this subsection may not exceed suspension of 3 days without pay or a fine of \$150.

(c) (1) If a law enforcement officer is offered summary punishment in accordance with subsection (b) of this section and refuses:

(i) the chief may convene a hearing board of one or more members; and

(ii) the hearing board has only the authority to recommend the sanctions provided in this section for summary punishment.

(2) If a single member hearing board is convened:

(i) the member need not be of the same rank as the law enforcement officer; but

(ii) all other provisions of this subtitle apply.

3-112. Emergency Suspension.

(a) This subtitle does not prohibit emergency suspension by higher ranking law enforcement officers as designated by the chief.

(b) (1) The chief may impose emergency suspension with pay if it appears that the action is in the best interest of the public and the law enforcement agency.

(2) If the law enforcement officer is suspended with pay, the chief may suspend the police powers of the law enforcement officer and reassign the law enforcement officer to restricted duties pending:

(i) a determination by a court with respect to a criminal violation; or

(ii) a final determination by a hearing board with respect to a law enforcement agency violation.

(3) A law enforcement officer who is suspended under this subsection is entitled to a prompt hearing.

(c) (1) If a law enforcement officer is charged with a felony, the chief may impose an emergency suspension of police powers without pay.

(2) A law enforcement officer who is suspended under paragraph (1) of this subsection is entitled to a prompt hearing.

3-113. False Statement, Report, or Complaint.

(a) A person may not knowingly make a false statement, report, or complaint during an investigation or proceeding conducted under this subtitle.

(b) A person who violates this section is subject to the penalties of § 9-501 of the Criminal Law Article.

Appendix 7.

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

between

THE BALTIMORE CITY POLICE DEPARTMENT

and the

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

POLICE SERGEANTS and POLICE LIEUTENANTS

FISCAL YEARS 2019-2021

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BALTIMORE CITY LODGE NO. 3, UNIT II

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

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 II, all Sergeants and Lieutenants in the Police Department, with the exception of those employees determined to be confidential by the Labor Commissioner in accordance with the Municipal Employees Relations Ordinance.

**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 H.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.

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.

F. **DEFINITIONS**

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

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

G. **REQUEST FOR LEAVE (Effective November 2019)¹**

1. **Leave requested from November 1 to December 10 for the next calendar year.** Employees requesting leave for the next calendar year from November 1 to December 10 shall designate all Vacation (V Days), Holiday Leave (P Days), and accrued compensatory leave as of the request date to be taken. All leave requests shall not be unreasonably denied. Leave requests submitted between November 1 to December 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 December 20

¹ For 2018 leave requests, prior to the modified language in Sections G.1 - G.3 herein taking effect, the provisions of the MOU for Fiscal Years 2017-2018 set forth in Sections H.1 – H.3 will continue to apply. Other references in this MOU to November/December dates in relation to leave requests shall apply only when the modified language in Sections G.1 – G.3 has taken effect.

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 for a calendar year in which leave selections already have closed.** Employee requests for Vacation Leave, Holiday Leave, and accrued compensatory leave for a calendar year in which the bidding has already closed shall be granted on a first come, first served basis. Such leave shall be approved or denied by the member's immediate permanent ranked supervisor, or by the permanent ranked person filling that position during such supervisor's absence, within ten (10) days of submission. All leave requests shall not be unreasonably denied. Notwithstanding the foregoing, it is agreed that it is reasonable to deny leave if granting it would take the shift below the shift constant (the shift constant in effect will be publicized to affected employees). Any written requests for Vacation Leave, Holiday Leave, or accrued compensatory leave which have 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 December 10, 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.

H. 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:

COMPLETED YRS OF CONTINUOUS SERVICE	VACATION EARNED PER MONTH	DAYS PER YEAR FULL-TIME EMPLOYEE
0 through 5	1	12
6 through 10	1 ¼	15
11 through 13	1 ½	18
14 through 18	1 ¾	21
19 or more	2	24

Employees shall be charged one vacation day 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 December 10th 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 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 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 day, 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 H.2 to preclude a member from making a vacation period using more than two (2) P days. However, this type of vacation period would not receive the same protection against cancellation as that described in Section G.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 31st 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.

I. HOLIDAY LEAVE (P DAYS)

1. Holiday Leave (P days) submitted and approved and not meeting the criteria set forth in Section H.2 – H.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. 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.

J. SCHEDULED DAYS OFF (H DAYS)

1. Cancellation and Rescinded Cancellation of H Days

- a. If an employee receives notice of the cancellation of their H Day, which is not being taken in conjunction with approved leave, as provided in Section G.1 and H.3 of this Article, the employee shall receive four (4) hours of pay (hereinafter "penalty pay"). The penalty shall apply even if the cancellation of the H Day is rescinded by the Department. If the cancellation is rescinded, and the employee is not compelled to work, the relief for the rescinded cancellation is limited to the penalty pay.
- b. If the employee is compelled to work on their H Day due to a cancellation, in addition to the penalty pay, the employee shall be entitled to reschedule the substitute day off within the same work period as the originally scheduled H Day, subject to manpower constraints, as follows. If the employee can reschedule the

substituted day off on the same day of the week as the cancelled H Day, he/she shall take that day off. If the employee is unable to reschedule the substituted day off on the same day of the week within the same work period, the employee shall have the option either of taking the substituted day off or receiving pay for the cancelled day at his/her regular rate of pay for the H Day that was forfeited in addition to the penalty pay discussed above.

- c. In order to avoid cancellation of H Days for all employees, the Department may cancel H Days only for certain members or classes of employees.

2. 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.

3. Regardless of the foregoing Section 1, the Employer shall have the right to designate five (5) days for each subsequent calendar year on which all H days will be considered cancelled. For 2019, this designation will take place on or after February 21 (immediately following the close of the February 20 vacation period), and for 2020 and thereafter, it will take place on or after December 21 (immediately following the close of the December 20 vacation period). 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 3.

K. 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.

L. TRANSFERS, REASSIGNMENTS, PROMOTIONS

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

M. 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. C Day – Compensatory Leave
2. P Day – Holiday Leave
3. V Day – Vacation Leave
4. H Day – Regular Scheduled Day Off

N. 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.

O. CHILD CARE 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.

P. 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.

Q. 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.

R. 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. The parties recognize, and agree to, the Third Health And Prescription Drug Plan Agreement, as approved by the Board of Estimates on June 27, 2018, which is attached hereto in Addendum A, along with the accompanying exhibits, and which shall remain in effect as provided therein. The parties recognize that the Third Health And Prescription Drug Plan Agreement shall need to be amended and modified through bargaining conducted among all participating unions during the term of this Agreement. While remaining in negotiation, and prior to impasse, the terms of the Transition Agreement shall remain in effect, with the intent that all terms of the Transition Agreement shall continue to operate.

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 33¹/₃% 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. During the term of this Agreement, the Department shall follow its existing practice (*i.e.*, the practice in effect as of June 30, 2003) with respect to the payment of overtime to all Unit II Employees. The Department shall also comply with the Joint Motion for Approval of Settlement between the parties which was approved by the Court and shall retain the right under that agreement to assert exemptions by providing ninety (90) days' notice to the Union.

B. Hours of Work and Overtime for Non-Neighborhood Patrol Bureau Assignments

The work period for non-patrol employees shall be 28 days.

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) hour tours of duty, with shift start and stop times established by the unit. All time worked in excess of eight (8) hours or in excess of five (5) days shall be compensated at overtime rates.
3. Roll call will begin at the start of the eight (8) hour tour of duty. Accordingly, employees in Non-Neighborhood Patrol Bureau Assignments shall be compensated for 8.00 hours each day, including a 1/2 hour paid lunch.

C. Hours of Work and Overtime for Neighborhood Patrol Bureau Assignments

1. The work schedule for employees in the Neighborhood Patrol Bureau shall be four (4) or five (5) days of work depending on the rotation of the schedule in a calendar workweek (Sunday to Saturday) at 8.55 hours (8 hours and 33 minutes) per day. All time worked in excess of 8 hours and 33 minutes per day shall be compensated at overtime rates. A copy of the schedule is included in Addendum J. The start and stop times of the patrol shifts will be as follows:

B Shift	0639 - 1512
C Shift	1439 - 2312
A Shift	2239 - 0712

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. Shift A shall be permanent.
4. There shall be three (3) leave groups from which H days shall be determined, as reflected in Addendum J.
5. Roll call will begin twenty-one (21) minutes before the eight (8) hour and twelve (12) minute tour of duty. The last twelve (12) minutes of the tour will consist of administrative, training or deployment time to be determined at the discretion of the patrol shift commander.
6. At the inception of the new schedule, and when a new schedule is adopted, employees in the Neighborhood Patrol Bureau will have the ability to sign up for their shift (*e.g.*, permanent rotating shifts or the midnight shift) and their leave group. The choice of shift and leave group will be based on seniority of officers.
7. 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.
8. Notwithstanding the inclusion of the new schedule and leave groups in this MOU and Addendum J, the Police Commissioner shall have the right to modify or change the patrol schedule and/or the start and stop times of the shifts based on community and departmental interests; provided, however, that the new schedule adopted pursuant to this MOU shall remain in effect through the balance of the MOU (*i.e.* June 30, 2022), and provided further that any modified schedule must remain in effect for a period of no less than twenty-four (24) months. Any changes to the patrol schedule shall occur on or about January 1, to coincide with the first 28-day period after the new year. To modify the schedule, the Police Commissioner must formally announce the modification of the patrol schedule prior to July 1. At least sixty (60) calendar days before the July 1 announcement of a schedule change, the Police Commissioner or his/her designee(s) shall meet and solicit feedback from the Lodge.

D. Provisions Applicable to All 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.

E. Employees shall not be required to attend roll call preparation without receiving compensation at their appropriate overtime rate.

F. Mandatory Overtime Assignments

- a. 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 an 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.
- b. 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.
- c. When drafting members in patrol assignments to work additional hours, after all other options have been exhausted, the following procedure shall be followed:
 - i. Consult the Shift Seniority List and select the number of members needed to fill shortages, beginning with the least senior member.
 - ii. Once selected for additional hours, the member shall then be rotated to the bottom of the list. The next member on the list (not on approved leave) shall then become the first member to be selected for the next assignment of additional hours.
 - iii. No member shall be selected to work additional hours at the conclusion of his or her last scheduled tour of duty before any scheduled day off.
 - iv. No member shall be drafted to work more than four (4) hours beyond his/her scheduled tour of duty.
 - v. No member shall be drafted on consecutive days.

In the event a member in a Neighborhood Patrol Bureau assignment is drafted to work overtime in contravention of one or more of the circumstances set forth in sections (ii) – (v) above, that member shall be granted immunity from being drafted in the twenty-one (21) consecutive

calendar days following the date of the infraction. It is agreed, however, that any immunity pursuant to this provision shall not be triggered, and shall not bar overtime drafting, in connection with any extreme emergency unrelated to drafting (*e.g.*, civil disturbance). For purposes of this section, an extreme emergency means the Police Commissioner or the Commissioner's designee has declared or otherwise directed that an extreme emergency exists. It is understood that this section shall not apply in the event of cancellation of an H-Day, which is governed by Article 8, Section J.

- d. Where feasible, members of the on-duty shift will be notified at roll call that they are being drafted to work additional hours, or, in the case of a medical call-out at any time during the member's tour of duty, notice will be provided within a reasonable period of time.

G. 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 2019-2021 COMPENSATION

- 1. For Fiscal Year 2019, effective January 1, 2019, and for the duration of Fiscal Year 2019, all bargaining unit employees shall receive a three percent (3.0%) across the board wage increase.

In addition, all bargaining unit members shall receive a one-time lump sum payment in the gross amount of One Thousand Dollars (\$1,000.00), payable as soon as administratively practicable following the BOE notation; provided, however, that to be eligible for such lump sum payment, the employee must be actively employed by the Baltimore Police Department on the "Eligibility Date" for payment. The "Eligibility Date" shall be defined as the date thirty (30) calendar days following ratification of this Tentative Agreement by the FOP membership, or the date of the BOE notation, whichever occurs first. The parties intend this one-time lump sum payment to serve as a ratification bonus and, as such, shall be treated as a payment pursuant to Section 7(e)(2) of the Fair Labor Standards Act, 29 U.S.C. § 207(e)(2), which is excluded from the regular rate of pay for overtime purposes; and, further, that such bonus payment

shall not be considered earnings or income for purposes of pension calculations.

2. For Fiscal Year 2020, effective July 1, 2019, and for the duration of Fiscal Year 2020, all bargaining unit employees shall receive a three percent (3.0%) across the board wage increase.
3. For Fiscal Year 2021, effective July 1, 2020, and for the duration of Fiscal Year 2021, all bargaining unit employees shall receive a three percent (3.0%) across the board wage increase.
4. Scheduled salary steps shall remain in effect, except that effective July 1, 2019, there shall be a one percent (1%) increase in Service Step Increment 10.

B. HOURLY RATES

Progression within the rank of Sergeant and Lieutenant shall be as set out in Addendum B Salary Schedule. It is agreed that the hourly rates set forth on the Salary Schedule shall govern members' compensation and that the annual salaries are illustrative only (based on an assumed number of hours per year). This progressive schedule supersedes all other salary scales and longevity pay provisions set out in prior agreements.

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, an 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 Employee 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 Employee 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.

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, with said person being a sworn law enforcement member of the agency, 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. 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 five (5) 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"); three sworn members selected in accordance with Paragraph D; and two voting civilian members who have been selected in accordance with the process outlined in Addendum O to this Memorandum of Understanding. 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 the unit employee declines the option of including an ALJ on a Departmental Hearing Board as defined in Paragraph C.3 herein, the Board will consist of three sworn members selected in accordance with Paragraph D herein; and two voting civilian members who have been selected in accordance with the process outlined in Addendum O to this Memorandum of Understanding.

5. No individual assigned to Traffic may sit as a member of the Traffic Accident Review Board.

6. The Department agrees to choose panel members on a rotating basis from each pool. The Department shall give the Lodge notice and opportunity to be present when the rotation list is established, and the Lodge may designate either Lodge Representative or designee who may observe the creation of the rotation list.

7. 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. Composition of Departmental Hearing Boards. In cases for major discipline violations, Hearing Boards will consist of five (5) voting members. Two (2) civilians will participate as voting members in accordance with Addendum O. In addition, three (3) sworn members will participate as voting members. One sworn member will be of equal rank to the accused officer. The highest ranking sworn member will serve as the chairperson.

The composition of the randomly selected three (3) sworn members will be as follows:

ACCUSED OFFICER'S RANK	COMPOSITION OF BOARD
Police Officer	One (1) Exempt Rank One (1) Lieutenant One (1) Police Officer (Equal Rank)
Sergeant	One (1) Exempt Rank One (1) Lieutenant One (1) Sergeant (Equal Rank)
Lieutenant	Two (2) Exempt Rank One (1) Lieutenant (Equal Rank)

The Department agrees to choose panel members on a random basis by computer from those management and unit members who are in the Board pools. 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 agrees to maintain the minimum numbers of Exempt Rank officers in the pool at twenty (20), Lieutenants at twenty (20), Sergeants at twenty (20) and Police

Officers at twenty (20). The pool of Exempt Rank Officers 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.

On a semi-annual basis, the FOP will be provided a list of twenty-five (25) sworn officers in each of the Board pools of "qualified candidates," from which the FOP shall be able to remove up to five (5) candidates from each semi-annual list for Exempt Rank, Lieutenant Rank, Sergeant Rank, Officer Rank, to create the twenty (20) member pools. A qualified candidate is defined as a sworn law enforcement officer who has received training developed and conducted by the BPD. The BPD, the City, and the FOP will meet and confer over the training program, in which the FOP will have the opportunity to provide input with respect to the content of the training and to observe during the training sessions.

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. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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 a notice of internal investigation that includes notice of: (a) the employee's right to legal counsel; (b) the date and location (if applicable) of the incident; (c) the nature of the conduct for which the employee is being questioned, including a brief description sufficient to provide a reasonable employee with notice of the allegations against him or her; and (d) the nature of the allegations (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.). 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(s) provided.

T. Upon the conclusion of a Departmental Hearing, if the officer is found guilty of any administrative charge, the officer will be informed of the Board's recommended disciplinary action to the Commissioner.

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 members 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 members 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 member. 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.

D. In addition, the Department will issue each member an approved departmental flashlight. Such light will be considered a part of the member'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

EDUCATIONAL PAY

It shall be the policy of the Department that during the term of this Memorandum of Understanding (MOU), all police sergeants and lieutenants who have received or obtains a bachelor's degree from an accredited college or university shall receive an annual salary as reflected in Addendum B, Grade 758 and 759 of this Memorandum of Understanding.

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 a member 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. All such notices shall be signed by the Lodge President and/or Lodge Secretary. No scurrilous or defamatory material shall be posted. Any materials posted in violation of this Section shall be removed by the Department. The space so designated shall be maintained in an orderly manner, to include periodic removal of outdated material.

The Department will permit the Lodge to use the Departmental mail system for non-bulk communication to select members. 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.

B. 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 I. 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 service in grade. 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 Employee at least sixty (60) days prior to the written examination.
2. When a funded vacancy involving promotion occurs in the bargaining unit, the Commissioner shall have forty-five (45) calendar days following the date of the vacancy to fill the position.

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. Members may submit written requests for consideration of the posted vacancy. Every member 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 filed 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 member 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 member 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

A. 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 Employee is equal to eighty-five percent (85%) of the member'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. A member may repay any amount owed by using medical leave, vacation or P 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 notify his or her Unit of assignment no less often than weekly for Medical Leave usage spanning more than one week, and whenever the employee's expected return to work date changes.

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. An employee shall submit a Medical Leave Certification for all absences of three (3) or more consecutive days upon the earlier of their return to work or the fifth (5th) consecutive calendar day of absence.

B. Medical Leave Certification must contain the following information:

1. Date and time of treatment;
2. Address, phone number, office email address, and medical specialty of health care provider;
3. Date and signature of health care provider;
4. Medical facts to support the absence, such as a statement that the employee is absent due to a personal injury or illness; and
5. Expected date of return to duty.

C. To the extent such Medical Leave also qualifies as leave under the Maryland Healthy Working Families Act, the Certification also will contain verification that the leave was used for qualifying circumstances under that law.

D. In the case of Medical Leave usage that also may qualify as Family and Medical Leave (FMLA), an FMLA medical certification, if submitted within the time frame above, will qualify as Medical Leave Certification. The employee, however, has the option to submit a separate FMLA medical certification within the time frame required under the FMLA (*i.e.*, 15 calendar days), in which case a timely Medical Leave Certification in accordance with this policy is still required.

E. All medical certifications (Medical Leave and FMLA) will be submitted to the Department Medical Section or its designee. Medical certifications may be submitted electronically or in hard copy to meet the submission deadline above; provided, however, that the original hard copy must be submitted no later than the date on which the employee returns to work, or earlier upon request of the Department, provided the employee is medically able to comply with this request (and, if not, as soon as practicable when medically able).

F. 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 member 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 Director.
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 member 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 Director.

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 member'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. The first order of layoff will be those Employee rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive ratings. Thereafter, Employee shall be laid off in seniority order, the least senior member being laid off first, except that if the Department determines that operational reasons require retention of a member 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) Employee of the unit have equal seniority, the tie shall be broken on the basis of their last written performance evaluation. In lieu of layoff, except for those rated "unsatisfactory" or "needs improvement" on their last three (3) consecutive performance ratings, a member of the bargaining unit may accept a reduction in rank, in which even the most junior employee in the lower rank shall be laid off.

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 Employee having an essential skill, as defined in Paragraph B.

D. RECALL RIGHTS

Laid-off bargaining unit Employee 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 member, it shall give him or her notice by registered mail, return receipt requested, and afford the affected member reasonable time, not to exceed twenty (20) days, within which to accept reinstatement.

E. BENEFITS

While on layoff, a member of 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, 2018, and remain in full force and effect until June 30, 2021. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Memorandum of Understanding. Such notice shall be given to the other party in writing by certified mail no later than January 1 of the year involved.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2018 by their officers and agents duly authorized.

BALTIMORE CITY POLICE DEPARTMENT/BALTIMORE CITY:	BALTIMORE CITY LODGE NO. 3 FOP UNIT II:
Gary Tuggle	Michael T. Mancuso
Andre M. Davis	Gene S. Ryan
Deborah F. Moore-Carter	Jonathan Glazerman
Andre Bonaparte	Kenneth Butler
James Handley	William MacDonald
David Cali	Steven Histon
Stephanie Lansey Delgado	Derek Loeffler
Quinton M. Herbert	Michael Davey
Yvette Brown	Herbert R. Weiner
Sharon A. Snyder	Jim Rosenberg
APPROVED FOR LEGAL FORM AND LEGAL SUFFICIENCY:	NOTED BY THE BOARD OF ESTIMATES:

Daniel Beck, Chief Solicitor

Clerk

Date

Page 45 of Memorandum of Understanding (FY 2019 - 2021) by and between the Baltimore City Police Department and Baltimore City Lodge No. 3., FOP, Inc. Unit II.

ADDENDUM A

THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

THIRD HEALTH AND PRESCRIPTION DRUG PLAN AGREEMENT

This Third Health and Prescription Agreement for City employees and dependents is made by and between the City of Baltimore (the "City") and the employee organizations designated as exclusive representatives of City employees in bargaining units certified under the Municipal Employee Relations Ordinance, including CUB, AFSCME, FOP, IAFF, and also including MAPS¹ (the "Unions") (hereinafter referred to as the "Agreement").

WHEREAS, the City and the Unions first entered into a Health and Prescription Drug Plan Agreement which was adopted by the Board of Estimates on November 7, 2012 (the "2012 Agreement"); and

WHEREAS, the 2012 Agreement was succeeded by the Transition Health and Prescription Drug Plan Agreement approved and adopted by the Board of Estimates on April 7, 2016 (the "2016 Agreement"); and

WHEREAS, pursuant to Paragraph 14 of the 2012 Agreement and Paragraph 9 of the 2016 Agreement, the 2012 and 2016 Agreements, respectively, were included as an attachment to each of the Unions' respective collective bargaining agreements (viz. Memorandum of Understanding) to begin with Fiscal Year 2013 through Fiscal Year 2018; and

WHEREAS, although the 2016 Agreement was to expire for each of the signatory Unions on December 31, 2017, the City and the Unions desire to continue to address health and prescription drug benefits on a City-wide basis with an agreement to succeed the 2016 Agreement through December 31, 2020;

IT IS HEREBY AGREED by and between the parties hereto:

1. **Health Insurance Committee Meetings and Activities.** The Health Insurance Committee ("HIC") that was re-established under Paragraph 9 of the 2012 Agreement shall continue in effect as follows:

a. The HIC shall be composed of equal numbers of Union and City representatives. Each Union and MAPS shall appoint one representative to the HIC, and the City shall designate representatives from the Office of the Labor Commissioner, the Department of Human Resources (including the Division of Employee Benefits), the Department of Finance, and the Office of Mayor. The parties' representatives may designate professional consultants to attend the meetings and participate in the business of the HIC. Should the Unions choose to have a consultant participate in HIC meetings, they shall choose a joint consultant.

b. The HIC shall meet no more than three (3) times but no less than two (2) times between the months of June and September to discuss cost containment, efficiencies, wellness, and other relevant issues, to review data for each plan for active employees (and pre-65

¹ The City's obligation to MAPS is to "meet and confer." Consistent with the parties' practice under the preceding Health and Prescription Drug Plan Agreement, MAPS was invited to participate in the discussions regarding this Agreement. Nothing in this Agreement should be construed as modifying MAPS' status under the Municipal Employees Relations Ordinance or in any way creating a duty to bargain with MAPS.

retirees) and other relevant information, as raised or requested by the Unions or the City, or their respective consultants. The union shall provide a proposed agenda no later than week prior to each requested meeting.

c. The City shall also continue to provide the Unions' consultant with the same or similar quarterly information that it has been providing to date. In the event that the Unions' consultant requests to meet and confer with the City's representatives, or requests information related to the City's plans, the City shall respond to such requests within a reasonable period of time (and where the response is a denial of the Unions' request, the City shall provide the reason for such denial). No data or documents may be unreasonably withheld nor may any communication be unreasonably delayed. Any complaints regarding the content or timing of the City's response, if not resolved directly between the consultants or between the Unions' consultant and the involved City representative, shall be brought to the attention of the Labor Commissioner who shall attempt to resolve the issue promptly. Access to data and documents available under this Agreement shall be in addition to any rights or remedies conferred under the State's Public Information Act.

d. One of the HIC meetings conducted between June and September shall be used to discuss each health insurance provider's Annual Provider Report as set forth in Paragraph 2 below. The consultants designated by the Unions and the City may be required to attend the HIC meeting(s) concerning the Annual Provider Reports.

e. Upon mutual agreement, HIC meetings may by mutual agreement be adjourned and continued to be resumed on subsequent timely dates to enable the City and its consultant(s) to fully respond to the Unions' requests for documents, information and data.

f. When requested, documents, information and data shall be furnished by Provider program, and with separate disclosure of revenues, claims and expenses for active employees (and covered dependents) and pre-Medicare eligible (e.g., pre-65 YOA) retirees and covered dependents to the extent that in the ordinary course such information is collected or maintained as so differentiated in the ordinary course of business.

2. Annual Provider Reports. Each health insurance plan provider engaged by the City shall provide the City with an "Annual Provider Report" which shall include, for the prior plan year, data relating to enrollment, claims (including data regarding claims exceeding \$75,000), administrative costs, utilization trends, any surplus or deficit for the prior plan year, and other relevant information about each program offered by the Provider under the City's Plan. The City shall provide the Annual Provider Reports to the Unions and their consultant promptly after receiving the reports from the providers but in any event no later than June 15 each year.

3. Premiums/Premium Equivalents.

a. To the extent that the Unions request data about the prior plan year's revenues, claims and costs associated with any of the City's health insurance programs and that, reasonably viewed, such requests are made to enable the Unions and their consultant to gauge the determination of premium equivalents for an upcoming Plan Year, such documents, data and information shall be furnished by the City to the Unions within the month of July, if available.

b. Subsequent to receiving from its consultant the projected premiums and/or premium equivalent rates, but no later than August 25, the City shall provide the Unions with (1) the formula, methods, and data used by the City's consultant to build rate projections for the ensuing Plan Year, and (2) a report containing the projected premiums and/or premium equivalent rates for each Provider program within the City's Plan (including both self-insured and fully-insured plans) proposed for each plan year, with supporting data.

c. Should the Unions or the Unions' consultant wish to confer with the City's consultant concerning the proposed rates, the Unions shall request such meeting(s) in writing no later than 15 days following the disclosure of the proposed rates, but in any event, no later than September 10. Such meeting(s) shall be held at least ten (10) days prior to the submission of the proposed rates to the Board of Estimates. The City shall consider and respond to the Unions' positions (and those of the Unions' consultants) at least ten (10) days before submission of the proposed rates to the Board of Estimates.

4. Current Plans and Cost Sharing. The City's Health and Prescription Drug Programs, the Providers and the plan of benefits for each of those City programs (as published in the City of Baltimore Plan Year 2018 Benefits Guide) shall remain unchanged through December 31, 2020. That current statement of benefits is attached hereto as Exhibit A. The current employee/employer split in percentage of premium rates also shall remain unchanged through December 31, 2020.

5. Requests for Proposals.

a. It is understood that the City may issue Request(s) for Proposals ("RFPs") for some or all of its plans for plan year 2021, through which the City may solicit proposals from current and/or other health insurance providers, as appropriate and consistent with the City's Charter. Before issuing any RFP, the City shall engage in meaningful discussions with the Unions and their benefits consultant between October 1, 2019 and January 31, 2020 about which health insurance benefit programs, benefit options, providers, pricing and methods of delivery are in the best interests of the City and all benefit plan participants. In entering into these discussions, the City does not waive its Charter prerogatives to determine providers and pricing, nor shall the Unions waive their rights under the Municipal Employee Relations Ordinance.

b. In addition to the discussions that are described in Paragraph 5.a., above, no less than 45 days before the release of any RFPs, the City shall notify the Unions of the proposed health insurance benefit options and plan structure(s) to be included in the RFP(s). After the Unions have been provided with this information, there shall be at least one HIC meeting at which the Unions shall have a meaningful opportunity to review and discuss with the City the RFP, and to propose changes to the proposed RFP(s) to which the City shall give meaningful consideration and response at least 5 days prior to issuance of each RFP.

c. After the City has received and reviewed the response(s) to an RFP, should the City decide that it wishes to add or eliminate a particular health insurance provider, the City shall so advise the Unions and provide the reasons for its desire to make such a change (e.g., because of proposed premium increases, service to participants, lack of participation in a given plan, efficiency through consolidation, etc.) at least 30 days before such action is recommended to

the Board of Estimates. The Unions and the Unions' consultant shall have a meaningful opportunity to discuss within the HIC any such proposed changes before the changes are implemented by the City.

d. The Unions shall be permitted to appoint two (2) Union representatives, in addition to the Unions' designated consultant, which representatives and consultant shall be permitted access to and participate in the process and meetings in development, interviews and scoring of each of the RFPs.

e. The parties shall be reasonable in exercising their rights under this Paragraph 5 and shall not impair or cause any unreasonable delay to the procurement of new health and prescription drug benefits.

f. In any event, all health and prescription benefit procurements shall be subject and subordinate to Article VI of the City Charter, and the sole authority of the Board of Estimates and the Director of Finance in that process.

6. Surplus from Self-Insured Plans.

a. Following the close of each plan (calendar) year, on or before May 1, and, in general, applying generally accepted accounting principles under the rules of the Governmental Standards Accounting Board (the "GASB"), the City shall furnish, in good faith, to the Unions and their designated consultant, an operating gain/loss statement for each self-insured plan.

b. The good faith operating gain/loss statement shall account for all premiums (and premium equivalents) of the plan for the benefit year as compared to expenditures for the plan. Expenditures shall include but not be limited to, estimated incurred claims, premiums paid, administrative, network, and other fees, and any taxes. The documents, information and data considered shall be furnished by Provider program, and with separate disclosure of revenues, claims and expenses for active employees (and covered dependents) and pre-Medicare eligible (e.g., pre-65 YOA) retirees and covered dependents to the extent that in the ordinary course such information is collected or maintained as so differentiated in the ordinary course of business.

c. In the event that a surplus results from the difference between premiums and payments received from covered employees (including all active employees and dependents, and all pre-65 retirees and dependents), and rebates and remissions from Providers, in excess of plan expenses in the aggregate for all health and prescription drug plans (i.e., taking into account any variance (positive or negative) in all plans), for Plan Years 2016, 2017, 2018, 2019 and 2020, the City's view of the appropriate application of any year-end surplus shall be discussed between the City and the Unions. Surplus funds may not be applied by the City for any other purpose than (a) the City's medical insurance plans covering active employees, pre-65 retirees and dependents, (b) to sustain the City's health insurance plans by deposit in the Premium Stabilization Fund that is described and defined in Paragraphs 7.a. and 7.b. of this Agreement, or (c) to defer the City's OPEB liability. Beginning with Plan Year 2018, and in each Plan Year thereafter, surplus funds from the prior Plan Year (and in the case of Plan Year 2018, the surplus funds from Plan Years 2016 and 2017) shall first be deposited to the account of the Premium Stabilization Fund to attain and maintain that Fund's minimum balance as defined in Paragraphs 7.b. and 7.c.

d. Surplus (between premiums collected and payments disbursed) attributable to currently enrolled active employees may not be used to offset the City's OPEB liability or applied to support the City's OPEB Trust without disclosure in advance to the HIC.

e. Conditioned on continuation of the present benefit Plans, benefit options and Providers, and current premium splits are maintained as provided in Paragraph 4 of this Agreement, in no event shall any refund be given to participating employees from any year-end surplus (as defined herein) for Plan Years 2016, 2017, 2018, 2019 or 2020.

7. Premium Stabilization Fund.

a. The City shall maintain a Premium Stabilization Fund (the "Fund") within the Risk Management Fund. The proceeds of the Fund shall not be commingled with any part of the City's General Operating Fund, but, instead, the Fund shall be maintained by the City for the exclusive benefit of active and pre-65 persons covered under the City's Health and Prescription Drug Plan under this Agreement. The Fund shall be used only to enable the City to defray a year-end Plan Year deficit in the Medical and Prescription Drug accounts, after all revenues, claims and costs are fully accounted for after full disclosure to the Unions and their designated consultant.

b. Any Plan Year-end surpluses in the Medical and Prescription Drug accounts, as defined in Paragraphs 6.a. and 6.b., will be transferred into the Premium Stabilization Fund until the balance in the Fund reaches the equivalent of two months of medical and prescription drug claims for the most recent completed Plan Year. The Director of Finance will report to the Unions on the balance of the Fund within three (3) months after the end of each Plan Year, i.e., by March 31 of the following year.

c. When the Premium Stabilization Fund balance is equal to or greater than two months of medical and prescription drug claims (for the exclusive benefit of active and pre-65 persons covered under the City's Health and Prescription Drug Plan under this Agreement) for the most recently completed Plan Year, the City will not add margin to its pricing of premium equivalents for its self-insured Medical and Prescription Drug programs.

d. Disbursements from the Fund shall be authorized only upon application by the Director of Finance approved by the Board of Estimates which application shall be furnished to the Unions before it is presented to the Board of Estimates. Should disbursements be authorized from the Fund by the Board of Estimates due to a year-end plan deficit as defined herein, then, in subsequent plan years, year-end plan surplus shall be exclusively applied first to restore the Fund, until the Fund is completely restored when other authorized applications of surplus may be considered consistent with Paragraphs 6.b and 6.c.

8. Attachment to Individual Union MOUs. This Agreement (including referenced attachments) shall be included as an attachment to each Union's MOU.

9. Disputes: All disputes about the application or interpretation of the terms of this Agreement shall first be presented in writing to the HIC, and absent agreement, shall be referred, collectively by the participating employee organizations that are exclusive representatives under

the Municipal Employee Relations Ordinance, and/or the City, for a decision by a neutral arbitrator who is a member of the National Academy of Arbitrators using the administrative processes of the American Arbitration Association. The fees and costs of the Association and of the selected neutral arbitrator shall be shared equally between the two parties.

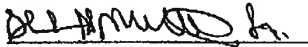
10. Notice: For all purposes, notice to the Unions shall be sufficient if given to the Unions and to the City of Baltimore through correspondence in writing addressed to the Office of the Labor Commissioner.

11. Term: This Agreement shall remain in effect through December 31, 2020, except for those provisions which expressly refer to events occurring after that date (e.g., Paragraphs 5 and 6) which added provisions shall not expire on that date.

MAYOR AND CITY
OF BALTIMORE:


Deborah F. Moore-Carter

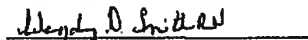
AFSCME, LOCAL 44


Glenard S. Middleton, Sr.

AFSCME, LOCAL 2202


Peggy Pesecek Gary Smith

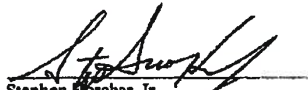
AFSCME, LOCAL 558


Wendy Smith

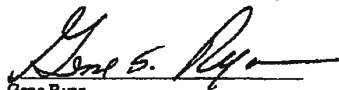
CITY UNION OF BALTIMORE


Antoinette Ryan-Johnson

BALTIMORE FIRE OFFICERS
ASSOCIATION


Stephen Porchar, Jr.

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


Gene Ryan

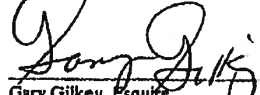
BALTIMORE FIRE FIGHTERS
ASSOCIATION


Richard "Dickie" Altieri

MANAGERIAL AND PROFESSIONAL SOCIETY OF
BALTIMORE, INC


Michael Goye / Pamela Shaw

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Gary Gilkey, Esquire
Chief, Labor and Employment

BlueChoice Advantage PPO				
** Any Out-of-Network Provider can balance bill the difference between the Allowed Amount and the billed amount.				
	Standard Option		High Option	
	In-Network	Out-of-Network**	In-Network	Out-of-Network**
Dependent Eligibility: Dependent children, until the end of the calendar year they reach age 26, regardless of student or marital				
Deductible	\$250 per Individual \$500 per family	\$500 per Individual \$1,000 per family	None	None
Out-of-Pocket Maximum (Based on annual salary)	Employee Salary < \$45,000: \$1,000 Individual/\$2,000 family Employee Salary > \$44,999: \$1,500 Individual/\$3,000 family	Employee Salary < \$45,000: \$2,000 Individual/\$4,000 family Employee Salary > \$44,999: \$3,000 Individual/\$6,000 family	\$1,000 per individual \$2,000 per family	N/A
Plan Lifetime Maximum Benefit	Unlimited	Unlimited	Unlimited	Unlimited
Routine & Preventive Services				
Routine Office Visit (Annual/physical)	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Well Baby/Child Care	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Routine GYN Examination	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Screenings: Mammography, Colorectal & Prostate	100% Allowed Benefit	100% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
Physician Office Visits (Not-Routine)				
Physician's Office Visit (Sickness) (Maps & Unrepresented)	\$25 Copay	80% Allowed Benefit, after deductible	\$5 copay per visit	80% Allowed Benefit
Physician's Office Visit (Sickness) (Represented)	\$25 Copay	80% Allowed Benefit after deductible	\$5 copay per visit	80% Allowed Benefit
Specialist Office Visit (Maps & Unrepresented)	\$40 Copay	80% Allowed Benefit after deductible	\$5 copay per visit	80% Allowed Benefit
Specialist Office Visit (Represented)	\$40 Copay	80% Allowed Benefit after deductible	\$5 copay per visit	80% Allowed Benefit
Hearing Exams- one exam every 36 months (routine exams excluded)	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit with medical diagnosis	80% Allowed Benefit with medical diagnosis
Emergency Room and Urgent Care Services				
Ambulance Service (Based on medical necessity) (Ground Only)	90% Allowed Benefit after deductible	90% Allowed Benefit after deductible	100% Allowed Benefit	100% Allowed Benefit

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Emergency Room Observation - up to 24 hours or more - presented via Emergency Department (copay waived ONLY if admitted)	90% Allowed Benefit after deductible	90% Allowed Benefit after deductible	\$50 copay	\$50 copay
Urgent Care	\$25 Copay, 90% Allowed Benefit	\$25 Copay, 90% Allowed Benefit	\$5 copay per visit;	100% Allowed Benefit
Hospital Inpatient Services				
Anesthesia	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Maps & Unrepresented Nursing Services	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit preauthorization required	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket
Represented Hospital Services, including Room, Board & General Nursing Services pre-authorization required	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket maximum per admission, then 100%
Medical Surgical Physician Services	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Physical, Speech & Occupational Therapy	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Organ Transplant (Pre-Authorization Required)	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	100% Allowed Benefit
Acute Inpatient Rehab	90% of Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Outpatient Services				
Cardiac Rehab	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Chemotherapy & Radiation	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Renal Dialysis	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Diagnostic Lab Work & X-rays	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Outpatient Surgery	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Physical, Speech & Occupational Therapy (Maps & Unrepresented)	90% Allowed Benefit after deductible - limit 60 visits combined limit/year	70% Allowed Benefit after deductible - limit 60 visits combined	100% Allowed Benefit limited to 100 combined visits per calendar year	80% Allowed Benefit - limited to 100 combined visits per calendar year

BlueChoice Advantage PPO				
** Any Out-of-Network Provider can balance bill the difference between the allowed amount and the billed amount.				
	Standard Option		High Option	
	In-Network	Out-of-Network**	In-Network	Out-of-Network**
Outpatient Services Continued				
Physical, Speech & Occupational Therapy (Represented)	90% Allowed Benefit after deductible - limit 60 visits combined/year	70% Allowed Benefit after deductible, - limit 60 visits combined/year	facility \$5 copay; 100 combined visits per calendar year	80% Allowed Benefit, limited to 100 visits per calendar year for physical, speech and occupational
Pre-Admission Testing	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Allergy Testing	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Allergy Serum	90% Allowed Benefit after Deductible, no	70% Allowed Benefit after deductible, no maximum	100% Allowed Benefit, no maximum	80% Allowed Benefit, no maximum
Maternity				
Pre & Post-Natal (Physician Services)	covered in full	80% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Fertility Testing & Family Planning				
Fertility Testing & Family Planning	90% Allowed Benefit	70% Allowed Benefit	100% Allowed Benefit	80% Allowed Benefit
In-Vitro Fertilization (Pre-Authorization Required)	90% Allowed Benefit \$100,000 lifetime maximum	70% Allowed Benefit \$100,000 lifetime maximum	100% Allowed Benefit; \$100,000 lifetime maximum	80% Allowed Benefit; \$100,000 lifetime maximum
Inpatient Mental Health & Substance Abuse-Benefits Provided by Beacon Health Options				
Inpatient Alcohol & Substance Abuse/Mental Health (Maps & Unrepresented) Pre-Authorization Required	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket maximum per admission, then 100% Allowed Benefit.
Inpatient Alcohol & Substance Abuse/Mental Health (Represented) Pre-Authorization Required	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket maximum per admission, then 100% Allowed Benefit

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BlueChoice Advantage PPO				
** Any Out-of-Network Provider can balance bill the difference between the allowed amount and the billed amount.				
	Standard Option		High Option	
	In-Network	Out-of-Network**	In-Network	Out-of-Network**
Inpatient Mental Health & Substance Abuse- Benefits Provided by Beacon Health Option				
Inpatient Alcohol & Substance Abuse/Mental Health (Maps & Unrepresented) Pre-Authorization Required	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket maximum/ admission, then 100% Allowed Benefit.
Inpatient Alcohol & Substance Abuse/Mental Health (Represented) Pre-Authorization Required	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	\$100 deductible per admission, then plan pays 80% up to \$1,500 out of pocket maximum per admission, then 100% Allowed Benefit.
Outpatient Mental Health & Substance Abuse- Benefits Provided by Beacon Health Option				
Outpatient Mental Health/Alcohol & Substance Abuse (Maps & Unrepresented)	\$25 Copay	80% Allowed Benefit after deductible	\$5 copay/ visit; 100% Allowed Benefit.	80% Allowed Benefit.
Outpatient Mental Health/Alcohol & Substance Abuse (Represented)	\$25 Copay	80% Allowed Benefit after deductible	\$5 copay/ visit; 100% Allowed Benefit.	80% Allowed Benefit.
Miscellaneous Supplies & Services				
Nutrition Counseling	90% Allowed Benefit after deductible	70% of Allowed Benefit after deductible	\$5 copay/visit	80% Allowed Benefit
Diabetic Supplies	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit.	80% Allowed Benefit
Insulin & Syringes Covered by Rx Plan				
Durable Medical Equipment	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Private duty nursing (Pre-Authorization required) Outpatient Only	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100 % of Allowed Benefit	80 % Allowed Benefit
Hospice Care	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% Allowed Benefit	80% Allowed Benefit
Prosthetic Devices (IE: as artificial limbs)	90% Allowed Benefit after deductible	70% Allowed Benefit after deductible	100% allowed benefit	80% Allowed Benefit

Health Maintenance Organizations (HMOs)		
NOTE: Out-of-Network Services are not covered under HMO unless an emergency		
	Kaiser HMO	Open Access AetnaSelect (HMO)
Dependent Eligibility: Dependent children, until the end of the calendar year they reach age 26, regardless of student or marital status.		
Are Referrals Required?	Yes	No
Out-Of-Pocket Maximum	\$1,100 per individual; \$3,600 per family	\$1,100 per individual; \$2,200 per family
Plan Lifetime Maximum Benefit	Unlimited	Unlimited
Routine & Preventive Services		
Physician's Office Visit (Annual Physical)	Covered in full	Covered in full
Well Baby/Child Care	Covered in full	Covered in full
Routine GYN Examination	Covered in full	Covered in full
Immunizations	Covered in full	Covered in full
Screenings: Mammography, Colorectal & Prostate	Covered in full - call plan for details	Covered in full - call plan for details
Physician Office Visit (Non-Routine)		
Specialist Office Visit	\$5 copay per visit	\$5 copay per visit
Hearing Exams	\$5 copay per visit	\$5 copay per visit
Emergency Room and Urgent Care Services		
Ambulance Service (Based on medical necessity)	Covered in full for emergency only	Covered in full for emergency only
Emergency Room Observation - up to 24 hours or more - presented via Emergency Department (copay waived ONLY if admitted)	\$50 copay	\$50 copay
Urgent Care	\$5 copay per visit	\$5 copay per visit

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Health Maintenance Organizations (HMOs)		
NOTE: Out-of-Network Services are not covered under HMO unless an emergency		
	Kaiser HMO	Open Access AetnaSelect (HMO)
Hospital Inpatient Services		
Anesthesia	Covered in full	Covered in full
Hospital Services Including Room, Board & General Nursing Services	Covered in full	Covered in full
Diagnostic Lab Work & X-rays	Covered in full	Covered in full
Medical Surgical Physician Services	Covered in full	Covered in full
Physical, Speech & Occupational Therapy	Covered in full	Covered in full
Organ Transplant Pre-Authorization Required	Covered in full for non-experimental transplants	Covered in full for non-experimental transplants
Acute in-Patient Rehab	Covered in full	Covered in full
Outpatient Services		
Cardiac Rehab	\$5 copay per visit	\$5 copay per visit
Chemotherapy & Radiation	\$5 copay per visit	\$5 copay per visit
Renal Dialysis	\$5 copay per visit	Covered in full
Diagnostic Lab Work & X-rays	covered in full	Covered in full
Outpatient Surgery	\$5 copay per visit	Covered in full
Physical, Speech & Occupational Therapy	\$5 copay per visit call plan for visit limits	\$5 copay per visit Limited to 90 visits per calendar year
Pre-Admission Testing	\$5 copay per visit	Covered in full
Allergy Testing	\$5 copay per visit	\$5 copay per visit
Allergy Serum	Covered in full	Covered in full
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Health Maintenance Organizations (HMOs)		
NOTE: Out-of-Network Services are not covered under HMO unless an emergency		
	Kaiser HMO	Open Access Aetna Select (HMO)
Maternity		
Pre and Post-Natal (Physician Services)	Covered in full	Covered in full
Delivery (Inpatient)	Covered in full	Covered in full
Newborn Care (Inpatient)	Covered in full	Covered in full
Fertility Testing & Family Planning		
Fertility Testing & Family Planning	\$5 copay per visit for family planning. Fertility testing office visit and any other fertility services covered at 50%	Member cost sharing based on type of service performed and place of service where rendered
In-Vitro Fertilization	50% of allowable charges; \$100,000 maximum lifetime benefit for up to 3 attempts per live birth	Call plan for specific state mandated benefits
Mental Health & Substance Abuse Benefits		
Inpatient Mental Health/Alcohol & Substance Abuse	Covered in full	Covered in full; pre-authorization required
Outpatient Mental Health/Alcohol & Substance Abuse	\$5 copay per visit	\$5 copay per visit
Miscellaneous Supplies & Services		
Nutrition & Health Education	\$5 copay per visit	\$5 copay per visit
Diabetic Supplies- Lancets, test strips, Glucometers	Covered in full	\$5 copay

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Health Maintenance Organizations (HMOs)		
NOTE: Out-of-Network Services are not covered under HMO unless an emergency		
	Kaiser Permanente HMO	Open Access AetnaSelect (HMO)
Insulin & Syringes Covered by Rxplan		
Durable Medical Equipment Preauthorization required	Covered in full	Covered in full
Private Duty Nursing Preauthorization required	Covered in full	Not covered
Hospice Care	Covered in full	Covered in full
Prosthetic Devices Such As Artificial Limbs) preauthorization required	Covered in full	Covered in full

Medical Plan & Prescription Drug Premium

2018 Weekly Premiums for Active Employees

BlueChoice Advantage PPO²

High Option				Standard Option			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 132.58	\$ 87.84	\$ 34.74	Participant Only	\$ 122.30	\$ 97.84	\$ 24.66
Participant + Child	\$ 245.27	\$ 181.01	\$ 64.26	Participant + Child	\$ 226.26	\$ 181.01	\$ 45.25
Participant + Spouse	\$ 278.42	\$ 205.47	\$ 72.95	Participant + Spouse	\$ 258.84	\$ 205.47	\$ 61.37
Participant + Family	\$ 397.74	\$ 283.63	\$ 104.21	Participant + Family	\$ 366.91	\$ 293.53	\$ 73.38

Health Maintenance Organization Plans HMO

Aetna Select Open Access				Kaiser Permanente HMO			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	101.85	91.67	10.18	Participant Only	\$ 112.98	\$ 101.68	\$ 11.30
Participant + Child	188.42	169.58	18.84	Participant + Child	\$ 214.67	\$ 193.20	\$ 21.47
Participant + Spouse	213.88	192.49	21.39	Participant + Spouse	\$ 237.27	\$ 213.64	\$ 23.73
Participant + Family	305.65	275.00	30.65	Participant + Family	\$ 338.95	\$ 305.05	\$ 33.90

CareFirst CVS/Caremark Prescription Drug Plan High and Standard Option

CareFirst/CS/Caremark High Option Rx Plan				CareFirst/CS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 18.28	\$ 14.05	\$ 4.24	Participant Only	\$ 17.58	\$ 14.05	\$ 3.51
Participant + Child	\$ 33.84	\$ 25.98	\$ 7.85	Participant + Child	\$ 32.48	\$ 25.98	\$ 6.50
Participant + Spouse	\$ 38.41	\$ 29.50	\$ 8.91	Participant + Spouse	\$ 36.87	\$ 28.49	\$ 7.38
Participant + Family	\$ 54.87	\$ 42.14	\$ 12.73	Participant + Family	\$ 52.68	\$ 42.15	\$ 10.53

² Preferred Provider Organization (PPO)

Medical Plan & Prescription Drug Premium

2018 Biweekly Premiums for Active Employees

BlueChoice Advantage PPO Plan

High Option				Standard Option			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 285.16	\$ 185.68	\$ 69.48	Participant Only	\$ 244.61	\$ 185.69	\$ 48.92
Participant + Child	\$ 490.54	\$ 362.02	\$ 128.52	Participant + Child	\$ 452.62	\$ 362.02	\$ 90.60
Participant + Spouse	\$ 556.83	\$ 410.94	\$ 145.89	Participant + Spouse	\$ 513.67	\$ 410.94	\$ 102.73
Participant + Family	\$ 795.47	\$ 587.05	\$ 208.42	Participant + Family	\$ 733.82	\$ 587.06	\$ 146.76

Health Maintenance Organization HMO

Aetna Select Open Access				Kaiser Permanente HMO			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	203.70	183.33	20.37	Participant Only	\$ 225.97	\$ 203.37	\$ 22.60
Participant + Child	376.84	339.16	37.68	Participant + Child	\$ 429.34	\$ 386.41	\$ 42.93
Participant + Spouse	427.78	384.98	42.78	Participant + Spouse	\$ 474.53	\$ 427.08	\$ 47.45
Participant + Family	611.09	549.98	61.11	Participant + Family	\$ 677.90	\$ 610.11	\$ 67.79

CareFirst CVS/Caremark Prescription Drug Plan High & Standard Options

CareFirstCVS/CaremarkHigh Option Rx Plan				CareFirstCVS/CaremarkStandard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 36.68	\$ 26.09	\$ 6.49	Participant Only	\$ 35.12	\$ 26.10	\$ 7.02
Participant + Child	\$ 67.68	\$ 51.98	\$ 15.70	Participant + Child	\$ 64.97	\$ 51.98	\$ 12.99
Participant + Spouse	\$ 76.82	\$ 59.00	\$ 17.82	Participant + Spouse	\$ 73.75	\$ 59.00	\$ 14.75
Participant + Family	\$ 109.74	\$ 84.28	\$ 25.46	Participant + Family	\$ 105.36	\$ 84.29	\$ 21.07

Medical Plan & Prescription Drug Premium

2018 21-Pay Premiums for Active Employees

BlueChoice Advantage PPO Plan

High Option				Standard Option			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 328.29	\$ 242.27	\$ 86.02	Participant Only	\$ 302.85	\$ 242.28	\$ 60.57
Participant + Child	\$ 607.34	\$ 448.21	\$ 159.13	Participant + Child	\$ 560.26	\$ 448.21	\$ 112.05
Participant + Spouse	\$ 689.41	\$ 508.78	\$ 180.63	Participant + Spouse	\$ 635.98	\$ 508.79	\$ 127.19
Participant + Family	\$ 984.87	\$ 726.83	\$ 258.04	Participant + Family	\$ 908.54	\$ 726.83	\$ 181.71

Health Maintenance Organization HMO

Aetna Select Open Access				Kaiser Permanente HMO			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	252.18	226.87	25.22	Participant Only	\$ 279.77	\$ 251.79	\$ 27.98
Participant + Child	468.57	418.91	49.66	Participant + Child	\$ 531.68	\$ 478.41	\$ 53.15
Participant + Spouse	529.81	476.65	52.96	Participant + Spouse	\$ 587.51	\$ 528.76	\$ 58.75
Participant + Family	758.59	680.93	75.66	Participant + Family	\$ 839.31	\$ 755.38	\$ 83.93

CareFirst CVS/Caremark Prescription Drugs Plan High & Standard Options

CareFirst CVS/Caremark High Option Rx Plan				CareFirst CVS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 45.29	\$ 34.78	\$ 10.51	Participant Only	\$ 43.48	\$ 34.78	\$ 8.70
Participant + Child	\$ 83.78	\$ 64.35	\$ 19.44	Participant + Child	\$ 80.43	\$ 64.34	\$ 16.09
Participant + Spouse	\$ 95.11	\$ 73.05	\$ 22.06	Participant + Spouse	\$ 91.31	\$ 73.06	\$ 18.25
Participant + Family	\$ 135.87	\$ 104.35	\$ 31.52	Participant + Family	\$ 130.44	\$ 104.35	\$ 26.09

Medical Plan & Prescription Drug Premium

2018 Monthly Premiums for Active Employees

BlueChoice Advantage PPO Plan

High Option				Standard Option			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 574.51	\$ 423.98	\$ 150.53	Participant Only	\$ 529.98	\$ 423.98	\$ 106.00
Participant + Child	\$ 1,082.84	\$ 784.37	\$ 278.47	Participant + Child	\$ 980.46	\$ 784.37	\$ 196.09
Participant + Spouse	\$ 1,206.47	\$ 890.37	\$ 316.10	Participant + Spouse	\$ 1,112.88	\$ 890.37	\$ 222.51
Participant + Family	\$ 1,723.52	\$ 1,271.95	\$ 451.57	Participant + Family	\$ 1,569.84	\$ 1,271.95	\$ 317.99

Health Maintenance Organization HMO

Aetna Select Open Access				Kaiser Permanente HMO			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	441.34	397.21	44.13	Participant Only	\$ 489.60	\$ 440.64	\$ 48.96
Participant + Child	816.49	734.84	81.65	Participant + Child	\$ 930.23	\$ 837.21	\$ 93.02
Participant + Spouse	926.82	834.14	92.68	Participant + Spouse	\$ 1,028.15	\$ 927.08	\$ 101.07
Participant + Family	1,324.03	1,191.63	132.40	Participant + Family	\$ 1,468.78	\$ 1,321.91	\$ 146.87

CareFirst CVS/Caremark Prescription Drug Plan High & Standard Options

CareFirst CVS/Caremark High Option Rx Plan				CareFirst CVS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 78.26	\$ 60.87	\$ 18.39	Participant Only	\$ 76.09	\$ 60.87	\$ 15.22
Participant + Child	\$ 146.63	\$ 112.61	\$ 34.02	Participant + Child	\$ 140.76	\$ 112.61	\$ 28.15
Participant + Spouse	\$ 166.44	\$ 127.83	\$ 38.61	Participant + Spouse	\$ 159.79	\$ 127.83	\$ 31.96
Participant + Family	\$ 237.78	\$ 182.62	\$ 55.16	Participant + Family	\$ 228.27	\$ 182.62	\$ 45.65

2018 Prescription Drug Premium

Weekly Prescription Premiums

CareFirst CVS/Caremark Prescription Drugs Plan - High & Standard Options

CareFirst CVS/Caremark High Option Rx Plan				CareFirst CVS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 18.29	\$ 14.05	\$ 4.24	Participant Only	\$ 17.56	\$ 14.05	\$ 3.51
Participant + Child	\$ 33.84	\$ 25.99	\$ 7.85	Participant + Child	\$ 32.48	\$ 25.98	\$ 6.50
Participant + Spouse	\$ 38.41	\$ 29.50	\$ 8.91	Participant + Spouse	\$ 36.87	\$ 29.49	\$ 7.38
Participant + Family	\$ 54.87	\$ 42.14	\$ 12.73	Participant + Family	\$ 52.68	\$ 42.15	\$ 10.53

Bi-Weekly Prescription Premiums

CareFirst CVS/Caremark Prescription Drugs Plan - High & Standard Options

CareFirst CVS/Caremark High Option Rx Plan				CareFirst CVS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 36.58	\$ 28.09	\$ 8.49	Participant Only	\$ 35.12	\$ 28.10	\$ 7.02
Participant + Child	\$ 67.68	\$ 51.98	\$ 15.70	Participant + Child	\$ 64.97	\$ 51.98	\$ 12.99
Participant + Spouse	\$ 78.82	\$ 59.00	\$ 17.82	Participant + Spouse	\$ 73.75	\$ 59.00	\$ 14.75
Participant + Family	\$ 108.74	\$ 84.28	\$ 25.46	Participant + Family	\$ 105.36	\$ 84.29	\$ 21.07

21-Pay Prescription Premiums

CareFirst CVS/ Caremark Prescription Drugs - High & Standard Options

CareFirst CVS/Caremark High Option Rx Plan				CareFirst CVS/Caremark Standard Option Rx Plan			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 45.29	\$ 34.78	\$ 10.51	Participant Only	\$ 43.48	\$ 34.78	\$ 8.70
Participant + Child	\$ 83.78	\$ 64.35	\$ 19.44	Participant + Child	\$ 80.43	\$ 64.34	\$ 16.09
Participant + Spouse	\$ 95.11	\$ 73.05	\$ 22.06	Participant + Spouse	\$ 91.31	\$ 73.05	\$ 18.26
Participant + Family	\$ 135.87	\$ 104.35	\$ 31.52	Participant + Family	\$ 130.44	\$ 104.35	\$ 26.09

2018 DeltaCare USA Dental DHMO & Delta Dental PPO Rates

Biweekly (26 Pays)

DeltaCare USA DHMO – Biweekly Rates				Delta Dental PPO – Biweekly Rates			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 3.73	\$ 3.73	\$ -	Participant Only	\$ 13.04	\$ 3.73	\$ 9.31
Participant + Child	\$ 6.33	\$ 6.33	\$ -	Participant + Child	\$ 22.14	\$ 6.33	\$ 15.81
Participant + Spouse	\$ 7.45	\$ 7.45	\$ -	Participant + Spouse	\$ 26.07	\$ 7.45	\$ 18.62
Participant + Family	\$ 10.43	\$ 10.43	\$ -	Participant + Family	\$ 36.48	\$ 10.43	\$ 26.05

Weekly (52 Pays)

DeltaCare USA DHMO – Weekly Rates				Delta Dental PPO – Weekly Rates			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 1.86	\$ 1.86	\$ -	Participant Only	\$ 6.52	\$ 1.87	\$ 4.65
Participant + Child	\$ 3.17	\$ 3.17	\$ -	Participant + Child	\$ 11.07	\$ 3.16	\$ 7.91
Participant + Spouse	\$ 3.72	\$ 3.72	\$ -	Participant + Spouse	\$ 13.04	\$ 3.73	\$ 9.31
Participant + Family	\$ 5.22	\$ 5.22	\$ -	Participant + Family	\$ 18.24	\$ 5.22	\$ 13.02

21-Pays - Biweekly (10-Months)

DeltaCare USA DHMO – 21-Pays (Biweekly) Rates				Delta Dental PPO – 21-Pays (Biweekly) Rates			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 4.62	\$ 4.62	\$ -	Participant Only	\$ 16.14	\$ 4.61	\$ 11.53
Participant + Child	\$ 7.84	\$ 7.84	\$ -	Participant + Child	\$ 27.42	\$ 7.84	\$ 19.58
Participant + Spouse	\$ 9.22	\$ 9.22	\$ -	Participant + Spouse	\$ 32.28	\$ 9.22	\$ 23.06
Participant + Family	\$ 12.91	\$ 12.91	\$ -	Participant + Family	\$ 45.17	\$ 12.92	\$ 32.25

Monthly (12-Months)

DeltaCare USA DHMO – Monthly Rates				Delta Dental PPO – Monthly Rates			
Coverage Level	Total Cost	City Cost	Employee Cost	Coverage Level	Total Cost	City Cost	Employee Cost
Participant Only	\$ 8.08	\$ 8.08	\$ -	Participant Only	\$ 28.25	\$ 8.08	\$ 20.17
Participant + Child	\$ 13.72	\$ 13.72	\$ -	Participant + Child	\$ 47.96	\$ 13.72	\$ 34.28
Participant + Spouse	\$ 16.14	\$ 16.14	\$ -	Participant + Spouse	\$ 56.49	\$ 16.14	\$ 40.35
Participant + Family	\$ 22.60	\$ 22.60	\$ -	Participant + Family	\$ 79.04	\$ 22.60	\$ 56.44

2018 Monthly Active COBRA Rates

High Option & Standard Option Medical Plans

CareFirst PPO High Option

Coverage Level	High Option COBRA Cost
Participant Only	\$586.00
Participant + Child	\$1,084.10
Participant + Spouse	\$1,230.60
Participant + Family	\$1,757.99

CareFirst PPO Standard Option

Coverage Level	Standard Option COBRA Cost
Participant Only	\$540.58
Participant + Child	\$1,000.07
Participant + Spouse	\$1,135.22
Participant + Family	\$1,621.74

HMO Medical Plans

Open Access Aetna Select (HMO)

Coverage Level	COBRA Cost
Participant Only	\$450.17
Participant + Child	\$832.82
Participant + Spouse	\$945.36
Participant + Family	\$1,350.51

Kaiser Permanente HMO

Coverage Level	COBRA Cost
Participant Only	\$499.39
Participant + Child	\$948.83
Participant + Spouse	\$1,048.71
Participant + Family	\$1,498.17

High Option & Standard Option Prescription Drug Plans

CareFirst CVS - RX - High Option

Coverage Level	COBRA Cost
Participant Only	\$80.85
Participant + Child	\$149.56
Participant + Spouse	\$168.77
Participant + Family	\$242.54

CareFirst CVS - RX - Standard Option

Coverage Level	COBRA Cost
Participant Only	\$77.61
Participant + Child	\$143.58
Participant + Spouse	\$162.89
Participant + Family	\$232.84

DHMO & DPPO Dental Plans

DeltaCare DHMO

Coverage Level	COBRA Cost
Participant Only	\$8.24
Participant + Child	\$13.99
Participant + Spouse	\$16.46
Participant + Family	\$23.05

Delta Dental PPO (Dental DPPO)

Coverage Level	COBRA Cost
Participant Only	\$28.82
Participant + Child	\$48.94
Participant + Spouse	\$57.62
Participant + Family	\$80.62

Vision Plan

Coverage	COBRA Cost
Participant Only	\$3.96
Participant + Child	\$3.96
Participant + Spouse	\$3.96
Participant + Family	\$3.96

ADDENDUM B **SALARY SCHEDULES**

City of Baltimore **Baltimore Police Department** **Salary Schedules – Unit II**

Service Step	Sergeant - Current		Sergeant - 7/1/2019		Sergeant - 7/1/2020		Sergeant - Current		Sergeant - EID 1/1/2019		Sergeant - EID 7/1/2019		Sergeant - EID 7/1/2020	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
1	\$ 72,012	\$34.67	\$ 74,172.36	\$35.71	\$ 76,338	\$36.78	\$ 78,689	\$37.89	\$ 75,240	\$35.26	\$ 77,700	\$37.41	\$ 80,031	\$38.53
2	\$ 75,969	\$36.58	\$ 78,248.07	\$37.67	\$ 80,596	\$38.80	\$ 83,013	\$39.97	\$ 77,197	\$37.17	\$ 79,513	\$39.28	\$ 81,898	\$40.61
3	\$ 79,156	\$38.11	\$ 81,530.68	\$39.25	\$ 83,977	\$40.43	\$ 86,496	\$41.64	\$ 80,385	\$38.70	\$ 82,797	\$40.06	\$ 85,280	\$42.29
4	\$ 79,156	\$38.11	\$ 81,530.68	\$39.25	\$ 83,977	\$40.43	\$ 86,496	\$41.64	\$ 80,385	\$38.70	\$ 82,797	\$40.06	\$ 85,280	\$42.29
5	\$ 79,156	\$38.11	\$ 81,530.68	\$39.25	\$ 83,977	\$40.43	\$ 86,496	\$41.64	\$ 80,385	\$38.70	\$ 82,797	\$40.06	\$ 85,280	\$42.29
6	\$ 79,706	\$38.38	\$ 82,097.18	\$39.53	\$ 84,560	\$40.71	\$ 87,097	\$41.93	\$ 80,934	\$38.97	\$ 83,362	\$40.14	\$ 85,863	\$42.58
7	\$ 80,904	\$38.76	\$ 82,919.12	\$39.92	\$ 85,407	\$41.12	\$ 87,969	\$42.35	\$ 81,724	\$39.35	\$ 84,186	\$40.53	\$ 86,712	\$41.75
8	\$ 83,632	\$40.26	\$ 86,130.66	\$41.47	\$ 88,715	\$42.71	\$ 91,376	\$43.99	\$ 84,886	\$40.87	\$ 87,433	\$42.10	\$ 90,056	\$43.36
9	\$ 84,444	\$40.66	\$ 86,977.32	\$41.88	\$ 89,587	\$43.13	\$ 92,274	\$44.43	\$ 85,706	\$41.26	\$ 88,277	\$42.50	\$ 90,925	\$43.78
10	\$ 85,263	\$41.05	\$ 87,820.89	\$42.28	\$ 91,334	\$43.97	\$ 94,074	\$45.29	\$ 86,526	\$41.66	\$ 89,122	\$42.91	\$ 92,887	\$44.63
11	\$ 86,083	\$41.45	\$ 88,665.49	\$42.69	\$ 92,212	\$44.40	\$ 94,978	\$45.73	\$ 87,348	\$42.05	\$ 89,968	\$43.32	\$ 93,567	\$45.05
12	\$ 86,902	\$41.84	\$ 89,509.06	\$43.10	\$ 93,089	\$44.82	\$ 95,882	\$46.16	\$ 88,165	\$42.45	\$ 90,810	\$43.72	\$ 94,442	\$45.47
13	\$ 87,084	\$41.98	\$ 89,696.52	\$43.19	\$ 93,284	\$44.91	\$ 96,083	\$46.26	\$ 88,347	\$42.54	\$ 90,997	\$43.81	\$ 94,637	\$45.56
14	\$ 87,968	\$42.35	\$ 90,607.04	\$43.62	\$ 94,231	\$45.37	\$ 97,058	\$46.73	\$ 89,233	\$42.96	\$ 91,910	\$44.25	\$ 95,586	\$46.02
15	\$ 88,776	\$42.74	\$ 91,439.28	\$44.02	\$ 95,097	\$45.79	\$ 97,950	\$47.16	\$ 90,040	\$43.35	\$ 92,741	\$44.65	\$ 96,451	\$46.44
16	\$ 91,853	\$44.22	\$ 94,608.59	\$45.55	\$ 98,393	\$47.37	\$ 101,345	\$48.79	\$ 93,152	\$44.85	\$ 95,947	\$46.19	\$ 99,784	\$48.04
17	\$ 92,760	\$44.63	\$ 95,481.00	\$45.97	\$ 99,300	\$47.81	\$ 102,279	\$49.24	\$ 94,000	\$45.26	\$ 96,820	\$46.62	\$ 100,693	\$48.48
18	\$ 93,550	\$45.04	\$ 96,356.50	\$46.39	\$ 100,211	\$48.25	\$ 103,217	\$49.70	\$ 94,849	\$45.67	\$ 97,694	\$47.04	\$ 101,602	\$48.92
19	\$ 94,316	\$45.41	\$ 97,145.48	\$46.77	\$ 101,031	\$48.64	\$ 104,062	\$50.10	\$ 95,616	\$46.04	\$ 98,484	\$47.42	\$ 102,424	\$49.31
20	\$ 95,165	\$45.82	\$ 98,019.95	\$47.19	\$ 101,941	\$49.08	\$ 104,999	\$50.55	\$ 96,463	\$46.44	\$ 99,357	\$47.84	\$ 103,331	\$49.75
21	\$ 96,041	\$46.24	\$ 98,922.23	\$47.63	\$ 102,879	\$49.53	\$ 105,965	\$51.02	\$ 97,340	\$46.87	\$ 100,260	\$48.27	\$ 104,271	\$50.20
22	\$ 96,823	\$46.62	\$ 99,727.69	\$48.02	\$ 103,717	\$49.94	\$ 106,828	\$51.43	\$ 98,121	\$47.24	\$ 101,065	\$48.66	\$ 105,107	\$50.61
23	\$ 97,688	\$47.04	\$ 100,623.79	\$48.45	\$ 104,549	\$50.38	\$ 107,788	\$51.90	\$ 98,991	\$47.66	\$ 101,961	\$49.09	\$ 106,039	\$51.05
24	\$ 98,560	\$47.45	\$ 101,516.80	\$48.88	\$ 105,377	\$50.83	\$ 108,745	\$52.36	\$ 99,860	\$48.08	\$ 102,856	\$49.52	\$ 106,970	\$51.50
25	\$ 99,342	\$47.83	\$ 102,322.26	\$49.26	\$ 106,415	\$51.24	\$ 109,608	\$52.77	\$ 100,641	\$48.45	\$ 103,607	\$49.91	\$ 107,807	\$51.90
26	\$ 100,228	\$48.26	\$ 103,234.84	\$49.70	\$ 107,364	\$51.69	\$ 110,585	\$53.24	\$ 101,526	\$48.88	\$ 104,572	\$50.35	\$ 108,755	\$52.36

2 It is agreed that the hourly rates set forth on the Salary Schedule shall govern members' compensation and that the annual salaries are illustrative only (based on an assumed number of hours per year).

City of Baltimore
Baltimore Police Department
Salary Schedules – Unit II

Service Step	Lieutenant Current		Lieutenant 1/1/2019		Lieutenant 7/1/2020		Lieutenant Current		Lieutenant 1/1/2019		Lieutenant 7/1/2019		Lieutenant 7/1/2020	
	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly
1	\$ 81,855	\$39.41	\$ 84,310.65	\$40.59	\$ 89,445	\$43.66	\$ 83,084	\$40.00	\$ 85,577	\$41.20	\$ 88,144	\$42.44	\$ 90,788	\$43.71
2	\$ 86,360	\$41.58	\$ 88,950.80	\$42.83	\$ 94,368	\$45.43	\$ 87,588	\$42.17	\$ 90,216	\$43.44	\$ 92,922	\$44.74	\$ 95,710	\$46.08
3	\$ 89,983	\$43.32	\$ 92,682.49	\$44.62	\$ 98,327	\$47.34	\$ 91,210	\$43.91	\$ 93,946	\$45.23	\$ 96,765	\$46.59	\$ 99,668	\$47.99
4	\$ 89,983	\$43.32	\$ 92,682.49	\$44.62	\$ 98,327	\$47.34	\$ 91,210	\$43.91	\$ 93,946	\$45.23	\$ 96,765	\$46.59	\$ 99,668	\$47.99
5	\$ 89,983	\$43.32	\$ 92,682.49	\$44.62	\$ 98,327	\$47.34	\$ 91,210	\$43.91	\$ 93,946	\$45.23	\$ 96,765	\$46.59	\$ 99,668	\$47.99
6	\$ 90,627	\$43.63	\$ 93,345.81	\$44.94	\$ 99,081	\$47.68	\$ 91,854	\$44.22	\$ 94,610	\$45.55	\$ 97,448	\$46.92	\$ 100,371	\$48.33
7	\$ 91,533	\$44.07	\$ 94,278.99	\$45.39	\$ 100,021	\$48.16	\$ 92,762	\$44.66	\$ 95,545	\$46.00	\$ 98,411	\$47.38	\$ 101,364	\$48.80
8	\$ 94,432	\$45.47	\$ 97,264.96	\$46.83	\$ 103,188	\$49.68	\$ 95,694	\$46.07	\$ 98,565	\$47.46	\$ 101,522	\$48.88	\$ 104,567	\$50.35
9	\$ 95,325	\$45.90	\$ 98,184.75	\$47.27	\$ 104,164	\$50.15	\$ 96,589	\$46.50	\$ 99,487	\$47.90	\$ 102,471	\$49.34	\$ 105,545	\$50.82
10	\$ 96,218	\$46.33	\$ 99,104.54	\$47.72	\$ 105,161	\$51.11	\$ 97,481	\$46.93	\$ 100,405	\$48.34	\$ 104,422	\$50.28	\$ 107,554	\$51.78
11	\$ 96,791	\$46.60	\$ 99,694.73	\$48.00	\$ 106,793	\$51.42	\$ 98,056	\$47.21	\$ 100,998	\$48.63	\$ 105,038	\$50.57	\$ 108,189	\$52.09
12	\$ 98,074	\$47.22	\$ 101,016.22	\$48.64	\$ 108,209	\$52.10	\$ 99,336	\$47.83	\$ 102,316	\$49.26	\$ 106,409	\$51.23	\$ 109,601	\$52.77
13	\$ 98,990	\$47.66	\$ 101,959.70	\$49.09	\$ 109,219	\$52.59	\$ 100,253	\$48.27	\$ 103,261	\$49.72	\$ 107,391	\$51.70	\$ 110,613	\$53.26
14	\$ 99,995	\$48.14	\$ 102,994.85	\$49.59	\$ 110,328	\$53.12	\$ 101,260	\$48.75	\$ 104,298	\$50.22	\$ 108,470	\$52.22	\$ 111,724	\$53.79
15	\$ 100,914	\$48.59	\$ 103,941.42	\$50.04	\$ 111,342	\$53.61	\$ 102,177	\$49.19	\$ 105,242	\$50.67	\$ 109,452	\$52.70	\$ 112,736	\$54.28
16	\$ 104,413	\$50.27	\$ 107,545.39	\$51.78	\$ 115,203	\$55.47	\$ 105,712	\$50.90	\$ 108,883	\$52.42	\$ 113,239	\$54.52	\$ 116,636	\$56.16
17	\$ 105,380	\$50.74	\$ 108,541.40	\$52.26	\$ 116,270	\$55.98	\$ 106,679	\$51.36	\$ 109,879	\$52.90	\$ 114,275	\$55.02	\$ 117,708	\$56.67
18	\$ 106,344	\$51.20	\$ 109,534.32	\$52.74	\$ 117,333	\$56.49	\$ 107,641	\$51.83	\$ 110,870	\$53.38	\$ 115,305	\$55.52	\$ 118,764	\$57.18
19	\$ 107,214	\$51.62	\$ 110,430.42	\$53.17	\$ 118,293	\$56.95	\$ 108,512	\$52.24	\$ 111,767	\$53.81	\$ 116,238	\$55.96	\$ 119,725	\$57.64
20	\$ 108,179	\$52.08	\$ 111,424.37	\$53.65	\$ 119,358	\$57.47	\$ 109,478	\$52.71	\$ 112,762	\$54.29	\$ 117,273	\$56.46	\$ 120,791	\$58.16
21	\$ 109,174	\$52.56	\$ 112,449.22	\$54.14	\$ 120,456	\$57.99	\$ 110,472	\$53.19	\$ 113,786	\$54.78	\$ 118,338	\$56.98	\$ 121,888	\$58.68
22	\$ 110,065	\$52.99	\$ 113,366.95	\$54.58	\$ 121,439	\$58.47	\$ 111,363	\$53.62	\$ 114,704	\$55.23	\$ 119,292	\$57.43	\$ 122,871	\$59.16
23	\$ 111,053	\$53.47	\$ 114,384.99	\$55.07	\$ 122,529	\$58.99	\$ 112,350	\$54.09	\$ 115,721	\$55.72	\$ 120,349	\$57.94	\$ 123,960	\$59.68
24	\$ 112,038	\$53.94	\$ 115,399.14	\$55.56	\$ 123,616	\$59.52	\$ 113,337	\$54.57	\$ 116,737	\$56.20	\$ 121,407	\$58.45	\$ 125,049	\$60.21
25	\$ 112,929	\$54.37	\$ 116,316.87	\$56.00	\$ 124,589	\$59.99	\$ 114,228	\$55.00	\$ 117,655	\$56.65	\$ 122,361	\$58.91	\$ 126,032	\$60.68
26	\$ 113,937	\$54.86	\$ 117,355.11	\$56.50	\$ 125,711	\$60.53	\$ 115,236	\$55.48	\$ 118,693	\$57.15	\$ 123,441	\$59.43	\$ 127,144	\$61.22



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM C SECONDARY EMPLOYMENT

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: SECONDARY EMPLOYMENT

Dear President Mancuso:

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:

Sincerely,

Michael Mancuso, President / Date

Gary Tuggle
Interim Commissioner



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

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

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: ADMINISTRATIVELY CLOSED I.A.D. CASES

Dear President Mancuso:

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:

Sincerely,

Michael Mancuso, President / Date

Gary Tuggle
Interim Commissioner



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

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

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: REASONABLE SUSPICION FOR DRUG TESTING WHILE INVESTIGATING CASES OF DEADLY FORCE

Dear President Mancuso:

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,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM F **PAYMENT FOR COURT APPEARANCES (Retired Police Officers)**

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: PAYMENT FOR COURT APPEARANCES (Retired Police Officers)

Dear President Mancuso:

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,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM G LEAVE FOR LODGE REPRESENTATIVES

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: LEAVE FOR LODGE REPRESENTATIVES

Dear President Mancuso:

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.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

DMEAST #36130599 v2
FOP Unit II FY 2019-2021

c/o 242 West 29th Street • Baltimore, Maryland 21211-2908

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BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM H BREAKING TIES FOR PROMOTIONS

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: BREAKING TIES FOR PROMOTIONS

Dear President Mancuso:

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,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202
410-396-4365

ADDENDUM I
Retiree Health Care Premiums

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge No. 3
3920 Buena Vista Avenue
Baltimore, MD 21211

November 13, 2018

RE: RETIREE HEALTH CARE PREMIUMS

Dear President Mancuso:

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 20 or more years of credited service, or upon disability retirement from the Fire and Police Retirement System.

Sincerely,

Deborah F. Moore-Carter,
Labor Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

cc: Gary Tuggle



ADDENDUM J **Neighborhood Patrol Bureau Schedule**

1/6/2019	1/7/2019	1/8/2019	1/9/2019	1/10/2019	1/11/2019	1/12/2019	1/13/2019	1/14/2019	1/15/2019	1/16/2019	1/17/2019	1/18/2019	1/19/2019	1/20/2019	1/21/2019	1/22/2019	1/23/2019	1/24/2019	1/25/2019	1/26/2019	1/27/2019	1/28/2019	1/29/2019	1/30/2019	1/31/2019	2/1/2019	2/2/2019	
W1																												
W2																												
W3																												
2/1/2019	2/2/2019	2/3/2019	2/4/2019	2/5/2019	2/6/2019	2/7/2019	2/8/2019	2/9/2019	2/10/2019	2/11/2019	2/12/2019	2/13/2019	2/14/2019	2/15/2019	2/16/2019	2/17/2019	2/18/2019	2/19/2019	2/20/2019	2/21/2019	2/22/2019	2/23/2019	2/24/2019	2/25/2019	2/26/2019	2/27/2019	2/28/2019	2/29/2019
W1																												
W2																												
W3																												
3/1/2019	3/2/2019	3/3/2019	3/4/2019	3/5/2019	3/6/2019	3/7/2019	3/8/2019	3/9/2019	3/10/2019	3/11/2019	3/12/2019	3/13/2019	3/14/2019	3/15/2019	3/16/2019	3/17/2019	3/18/2019	3/19/2019	3/20/2019	3/21/2019	3/22/2019	3/23/2019	3/24/2019	3/25/2019	3/26/2019	3/27/2019	3/28/2019	3/29/2019
W1																												
W2																												
W3																												
4/1/2019	4/2/2019	4/3/2019	4/4/2019	4/5/2019	4/6/2019	4/7/2019	4/8/2019	4/9/2019	4/10/2019	4/11/2019	4/12/2019	4/13/2019	4/14/2019	4/15/2019	4/16/2019	4/17/2019	4/18/2019	4/19/2019	4/20/2019	4/21/2019	4/22/2019	4/23/2019	4/24/2019	4/25/2019	4/26/2019	4/27/2019	4/28/2019	4/29/2019
W1																												
W2																												
W3																												
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W1																												
W2																												
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W1																												
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W1																												
W2																												
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W1																												
W2																												
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W1																												
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W1																												
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W1																												
W2																												
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W1																												
W2																												
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V2	2/1/2020	2/6/2020	2/7/2020	2/8/2020	2/9/2020	2/10/2020	2/11/2020	2/12/2020	2/13/2020	2/14/2020	2/15/2020	2/16/2020	2/17/2020	2/18/2020	2/19/2020	2/20/2020	2/21/2020	2/22/2020	2/23/2020	2/24/2020	2/25/2020	2/26/2020	2/27/2020	2/28/2020	2/29/2020	3/1/2020	
V3	3/1/2020	3/6/2020	3/7/2020	3/8/2020	3/9/2020	3/10/2020	3/11/2020	3/12/2020	3/13/2020	3/14/2020	3/15/2020	3/16/2020	3/17/2020	3/18/2020	3/19/2020	3/20/2020	3/21/2020	3/22/2020	3/23/2020	3/24/2020	3/25/2020	3/26/2020	3/27/2020	3/28/2020	3/29/2020	3/30/2020	3/31/2020
V4	4/1/2020	4/6/2020	4/7/2020	4/8/2020	4/9/2020	4/10/2020	4/11/2020	4/12/2020	4/13/2020	4/14/2020	4/15/2020	4/16/2020	4/17/2020	4/18/2020	4/19/2020	4/20/2020	4/21/2020	4/22/2020	4/23/2020	4/24/2020	4/25/2020	4/26/2020	4/27/2020	4/28/2020	4/29/2020	4/30/2020	5/1/2020
V5	5/1/2020	5/6/2020	5/7/2020	5/8/2020	5/9/2020	5/10/2020	5/11/2020	5/12/2020	5/13/2020	5/14/2020	5/15/2020	5/16/2020	5/17/2020	5/18/2020	5/19/2020	5/20/2020	5/21/2020	5/22/2020	5/23/2020	5/24/2020	5/25/2020	5/26/2020	5/27/2020	5/28/2020	5/29/2020	5/30/2020	5/31/2020
V6	6/1/2020	6/6/2020	6/7/2020	6/8/2020	6/9/2020	6/10/2020	6/11/2020	6/12/2020	6/13/2020	6/14/2020	6/15/2020	6/16/2020	6/17/2020	6/18/2020	6/19/2020	6/20/2020	6/21/2020	6/22/2020	6/23/2020	6/24/2020	6/25/2020	6/26/2020	6/27/2020	6/28/2020	6/29/2020	6/30/2020	7/1/2020
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V8	8/1/2020	8/6/2020	8/7/2020	8/8/2020	8/9/2020	8/10/2020	8/11/2020	8/12/2020	8/13/2020	8/14/2020	8/15/2020	8/16/2020	8/17/2020	8/18/2020	8/19/2020	8/20/2020	8/21/2020	8/22/2020	8/23/2020	8/24/2020	8/25/2020	8/26/2020	8/27/2020	8/28/2020	8/29/2020	8/30/2020	8/31/2020
V9	9/1/2020	9/6/2020	9/7/2020	9/8/2020	9/9/2020	9/10/2020	9/11/2020	9/12/2020	9/13/2020	9/14/2020	9/15/2020	9/16/2020	9/17/2020	9/18/2020	9/19/2020	9/20/2020	9/21/2020	9/22/2020	9/23/2020	9/24/2020	9/25/2020	9/26/2020	9/27/2020	9/28/2020	9/29/2020	9/30/2020	10/1/2020
V10	10/1/2020	10/6/2020	10/7/2020	10/8/2020	10/9/2020	10/10/2020	10/11/2020	10/12/2020	10/13/2020	10/14/2020	10/15/2020	10/16/2020	10/17/2020	10/18/2020	10/19/2020	10/20/2020	10/21/2020	10/22/2020	10/23/2020	10/24/2020	10/25/2020	10/26/2020	10/27/2020	10/28/2020	10/29/2020	10/30/2020	10/31/2020
V11	11/1/2020	11/6/2020	11/7/2020	11/8/2020	11/9/2020	11/10/2020	11/11/2020	11/12/2020	11/13/2020	11/14/2020	11/15/2020	11/16/2020	11/17/2020	11/18/2020	11/19/2020	11/20/2020	11/21/2020	11/22/2020	11/23/2020	11/24/2020	11/25/2020	11/26/2020	11/27/2020	11/28/2020	11/29/2020	11/30/2020	12/1/2020
V12	12/1/2020	12/6/2020	12/7/2020	12/8/2020	12/9/2020	12/10/2020	12/11/2020	12/12/2020	12/13/2020	12/14/2020	12/15/2020	12/16/2020	12/17/2020	12/18/2020	12/19/2020	12/20/2020	12/21/2020	12/22/2020	12/23/2020	12/24/2020	12/25/2020	12/26/2020	12/27/2020	12/28/2020	12/29/2020	12/30/2020	12/31/2020

1/1/2021	1/15/2021	1/30/2021	2/14/2021	2/28/2021	3/14/2021	3/28/2021	4/11/2021	4/25/2021	5/9/2021	5/23/2021	6/6/2021	6/20/2021	7/4/2021	7/18/2021	8/1/2021	8/15/2021	8/29/2021	9/12/2021	9/26/2021	10/10/2021	10/24/2021	11/7/2021	11/21/2021	12/5/2021	12/19/2021	1/2/2022	1/16/2022	1/30/2022	2/13/2022	2/27/2022	3/13/2022	3/27/2022	4/10/2022	4/24/2022	5/8/2022	5/22/2022	6/5/2022	6/19/2022	7/3/2022	7/17/2022	7/31/2022	8/14/2022	8/28/2022	9/11/2022	9/25/2022	10/9/2022	10/23/2022	11/6/2022	11/20/2022	12/4/2022	12/18/2022	1/1/2023	1/15/2023	1/29/2023	2/12/2023	2/26/2023	3/12/2023	3/26/2023	4/9/2023	4/23/2023	5/7/2023	5/21/2023	6/4/2023	6/18/2023	7/2/2023	7/16/2023	7/30/2023	8/13/2023	8/27/2023	9/10/2023	9/24/2023	10/8/2023	10/22/2023	11/5/2023	11/19/2023	12/3/2023	12/17/2023	12/31/2023	1/14/2024	1/28/2024	2/11/2024	2/25/2024	3/11/2024	3/25/2024	4/8/2024	4/22/2024	5/6/2024	5/20/2024	6/3/2024	6/17/2024	6/30/2024	7/14/2024	7/28/2024	8/11/2024	8/25/2024	9/8/2024	9/22/2024	10/6/2024	10/20/2024	11/3/2024	11/17/2024	11/30/2024	12/14/2024	12/28/2024	1/11/2025	1/25/2025	2/8/2025	2/22/2025	3/8/2025	3/22/2025	4/5/2025	4/19/2025	5/3/2025	5/17/2025	5/31/2025	6/14/2025	6/28/2025	7/12/2025	7/26/2025	8/9/2025	8/23/2025	9/6/2025	9/20/2025	10/4/2025	10/18/2025	11/1/2025	11/15/2025	11/29/2025	12/13/2025	12/27/2025	1/10/2026	1/24/2026	2/7/2026	2/21/2026	3/7/2026	3/21/2026	4/4/2026	4/18/2026	5/2/2026	5/16/2026	5/30/2026	6/13/2026	6/27/2026	7/11/2026	7/25/2026	8/8/2026	8/22/2026	9/5/2026	9/19/2026	10/3/2026	10/17/2026	10/31/2026	11/14/2026	11/28/2026	12/12/2026	12/26/2026	1/9/2027	1/23/2027	2/6/2027	2/20/2027	3/6/2027	3/20/2027	4/3/2027	4/17/2027	4/30/2027	5/14/2027	5/28/2027	6/11/2027	6/25/2027	7/9/2027	7/23/2027	8/6/2027	8/20/2027	9/3/2027	9/17/2027	10/1/2027	10/15/2027	10/29/2027	11/12/2027	11/26/2027	12/10/2027	12/24/2027	1/6/2028	1/20/2028	2/3/2028	2/17/2028	3/3/2028	3/17/2028	3/31/2028	4/14/2028	4/28/2028	5/12/2028	5/26/2028	6/9/2028	6/23/2028	7/7/2028	7/21/2028	8/4/2028	8/18/2028	9/1/2028	9/15/2028	9/29/2028	10/13/2028	10/27/2028	11/10/2028	11/24/2028	12/8/2028	12/22/2028	1/5/2029	1/19/2029	2/2/2029	2/16/2029	2/29/2029	3/13/2029	3/27/2029	4/10/2029	4/24/2029	5/8/2029	5/22/2029	6/5/2029	6/19/2029	7/3/2029	7/17/2029	7/31/2029	8/14/2029	8/28/2029	9/11/2029	9/25/2029	10/9/2029	10/23/2029	11/6/2029	11/20/2029	12/4/2029	12/18/2029	1/1/2030	1/15/2030	1/29/2030	2/12/2030	2/26/2030	3/12/2030	3/26/2030	4/9/2030	4/23/2030	5/7/2030	5/21/2030	6/4/2030	6/18/2030	7/2/2030	7/16/2030	7/30/2030	8/13/2030	8/27/2030	9/10/2030	9/24/2030	10/8/2030	10/22/2030	11/5/2030	11/19/2030	12/3/2030	12/17/2030	12/31/2030	1/14/2031	1/28/2031	2/11/2031	2/25/2031	3/11/2031	3/25/2031	4/8/2031	4/22/2031	5/6/2031	5/20/2031	6/3/2031	6/17/2031	6/30/2031	7/14/2031	7/28/2031	8/11/2031	8/25/2031	9/8/2031	9/22/2031	10/6/2031	10/20/2031	11/3/2031	11/17/2031	11/30/2031	12/14/2031	12/28/2031	1/11/2032	1/25/2032	2/8/2032	2/22/2032	3/8/2032	3/22/2032	4/5/2032	4/19/2032	5/3/2032	5/17/2032	5/31/2032	6/14/2032	6/28/2032	7/12/2032	7/26/2032	8/9/2032	8/23/2032	9/6/2032	9/20/2032	10/4/2032	10/18/2032	11/1/2032	11/15/2032	11/29/2032	12/13/2032	12/27/2032	1/10/2033	1/24/2033	2/7/2033	2/21/2033	3/7/2033	3/21/2033	4/4/2033	4/18/2033	5/2/2033	5/16/2033	5/30/2033	6/13/2033	6/27/2033	7/11/2033	7/25/2033	8/8/2033	8/22/2033	9/5/2033	9/19/2033	10/3/2033	10/17/2033	10/31/2033	11/14/2033	11/28/2033	12/12/2033	12/26/2033	1/9/2034	1/23/2034	2/6/2034	2/20/2034	3/6/2034	3/20/2034	4/3/2034	4/17/2034	4/30/2034	5/14/2034	5/28/2034	6/11/2034	6/25/2034	7/9/2034	7/23/2034	8/6/2034	8/20/2034	9/3/2034	9/17/2034	10/1/2034	10/15/2034	10/29/2034	11/12/2034	11/26/2034	12/10/2034	12/24/2034	1/7/2035	1/21/2035	2/4/2035	2/18/2035	3/4/2035	3/18/2035	4/1/2035	4/15/2035	4/29/2035	5/12/2035	5/26/2035	6/9/2035	6/23/2035	7/7/2035	7/21/2035	8/4/2035	8/18/2035	9/1/2035	9/15/2035	9/29/2035	10/13/2035	10/27/2035	11/10/2035	11/24/2035	12/8/2035	12/22/2035	1/5/2036	1/19/2036	2/2/2036	2/16/2036	2/29/2036	3/13/2036	3/27/2036	4/10/2036	4/24/2036	5/8/2036	5/22/2036	6/5/2036	6/19/2036	7/3/2036	7/17/2036	7/31/2036	8/14/2036	8/28/2036	9/11/2036	9/25/2036	10/9/2036	10/23/2036	11/6/2036	11/20/2036	12/4/2036	12/18/2036	1/1/2037	1/15/2037	1/29/2037	2/12/2037	2/26/2037	3/12/2037	3/26/2037	4/9/2037	4/23/2037	5/7/2037	5/21/2037	6/4/2037	6/18/2037	7/2/2037	7/16/2037	7/30/2037	8/13/2037	8/27/2037	9/10/2037	9/24/2037	10/8/2037	10/22/2037	11/5/2037	11/19/2037	12/3/2037	12/17/2037	12/31/2037	1/14/2038	1/28/2038	2/11/2038	2/25/2038	3/11/2038	3/25/2038	4/8/2038	4/22/2038	5/6/2038	5/20/2038	6/3/2038	6/17/2038	6/30/2038	7/14/2038	7/28/2038	8/11/2038	8/25/2038	9/8/2038	9/22/2038	10/6/2038	10/20/2038	11/3/2038	11/17/2038	11/30/2038	12/14/2038	12/28/2038	1/11/2039	1/25/2039	2/8/2039	2/22/2039	3/8/2039	3/22/2039	4/5/2039	4/19/2039	5/3/2039	5/17/2039	5/31/2039	6/14/2039	6/28/2039	7/12/2039	7/26/2039	8/9/2039	8/23/2039	9/6/2039	9/20/2039	10/4/2039	10/18/2039	11/1/2039	11/15/2039	11/29/2039	12/13/2039	12/27/2039	1/10/2040	1/24/2040	2/7/2040	2/21/2040	3/7/2040	3/21/2040	4/4/2040	4/18/2040	5/2/2040	5/16/2040	5/30/2040	6/13/2040	6/27/2040	7/11/2040	7/25/2040	8/8/2040	8/22/2040	9/5/2040	9/19/2040	10/3/2040	10/17/2040	10/31/2040	11/14/2040	11/28/2040	12/12/2040	12/26/2040	1/9/2041	1/23/2041	2/6/2041	2/20/2041	3/6/2041	3/20/2041	4/3/2041	4/17/2041	4/30/2041	5/14/2041	5/28/2041	6/11/2041	6/25/2041	7/9/2041	7/23/2041	8/6/2041	8/20/2041	9/3/2041	9/17/2041	10/1/2041	10/15/2041	10/29/2041	11/12/2041	11/26/2041	12/10/2041	12/24/2041	1/7/2042	1/21/2042	2/4/2042	2/18/2042	3/4/2042	3/18/2042	4/1/2042	4/15/2042	4/29/2042	5/12/2042	5/26/2042	6/9/2042	6/23/2042	7/7/2042	7/21/2042	8/4/2042	8/18/2042	9/1/2042	9/15/2042	9/29/2042	10/13/2042	10/27/2042	11/10/2042	11/24/2042	12/8/2042	12/22/2042	1/5/2043	1/19/2043	2/2/2043	2/16/2043	2/29/2043	3/13/2043	3/27/2043	4/10/2043	4/24/2043	5/8/2043	5/22/2043	6/5/2043	6/19/2043	7/3/2043	7/17/2043	7/31/2043	8/14/2043	8/28/2043	9/11/2043	9/25/2043	10/9/2043	10/23/2043	11/6/2043	11/20/2043	12/4/2043	12/18/2043	1/1/2044	1/15/2044	1/29/2044	2/12/2044	2/26/2044	3/12/2044	3/26/2044	4/9/2044	4/23/2044	5/7/2044	5/21/2044	6/4/2044	6/18/2044	7/2/2044	7/16/2044	7/30/2044	8/13/2044	8/27/2044	9/10/2044	9/24/2044	10/8/2044	10/22/2044	11/5/2044	11/19/2044	12/3/2044	12/17/2044	12/31/2044	1/14/2045	1/28/2045	2/11/2045	2/25/2045	3/11/2045	3/25/2045	4/8/2045	4/22/2045	5/6/2045	5/20/2045	6/3/2045	6/17/2045	6/30/2045	7/14/2045	7/28/2045	8/11/2045	8/25/2045	9/8/2045	9/22/2045	10/6/2045	10/20/2045	11/3/2045	11/17/2045	11/30/2045	12/14/2045	12/28/2045	1/11/2046	1/25/2046	2/8/2046	2/22/2046	3/8/2046	3/22/2046	4/5/2046	4/19/2046	5/3/2046	5/17/2046	5/31/2046	6/14/2046	6/28/2046	7/12/2046	7/26/2046	8/9/2046	8/23/2046	9/6/2046	9/20/2046	10/4/2046	10/18/2046	11/1/2046	11/15/2046	11/29/2046	12/13/2046	12/27/2046	1/10/2047	1/24/2047	2/7/2047	2/21/2047	3/7/2047	3/21/2047	4/4/2047	4/18/2047	5/2/2047	5/16/2047	5/30/2047	6/13/2047	6/27/2047	7/11/2047	7/25/2047	8/8/2047	8/22/2047	9/5/2047	9/19/2047	10/3/2047	10/17/2047	10/31/2047	11/14/2047	11/28/2047	12/12/2047	12/26/2047	1/9/2048	1/23/2048	2/6/2048	2/20/2048	3/6/2048	3/20/2048	4/3/2048	4/17/2048	4/30/2048	5/14/2048	5/28/2048	6/11/2048	6/25/2048	7/9/2048	7/23/2048	8/6/2048	8/20/2048	9/3/2048	9/17/2048	10/1/2048	10/15/2048	10/29/2048	11/12/2048	11/26/2048	12/10/2048	12/24/2048	1/7/2049	1/21/2049	2/4/2049	2/18/2049	3/4/2049	3/18/2049	4/1/2049	4/15/2049	4/29/2049	5/12/2049	5/26/2049	6/9/2049	6/23/2049	7/7/2049	7/21/2049	8/4/2049	8/18/2049	9/1/2049	9/15/2049	9/29/2049	10/13/2049	10/27/2049	11/10/2049	11/24/2049	12/8/2049	12/22/2049	1/5/2050	1/19/2050	2/2/2050	2/16/2050	2/29/2050	3/13/2050	3/27/2050	4/10/2050	4/24/2050	5/8/2050	5/22/2050	6/5/2050	6/19/2050	7/3/2050	7/17/2050	7/31/2050	8/14/2050	8/28/2050	9/11/2050	9/25/2050	10/9/2050	10/23/2050	11/6/2050	11/20/2050	12/4/2050	12/18/2050	1/1/2051	1/15/2051	1/29/2051	2/12/2051	2/26/2051	3/12/2051	3/26/2051	4/9/2051	4/23/2051	5/7/2051	5/21/2051	6/4/2051	6/18/2051	7/2/2051	7/16/2051	7/30/2051	8/13/2051	8/27/2051	9/10/2051	9/24/2051	10/8/2051	10/22/2051	11/5/2051	11/19/2051	12/3/2051	12/17/2051	12/31/2051	1/14/2052	1/28/2052	2/11/2052	2/25/2052	3/11/2052	3/25/2052	4/8/2052	4/22/2052	5/6/2052	5/20/2052	6/3/2052	6/17/2052	6/30/2052	7/14/2052	7/28/2052	8/11/2052	8/25/2052	9/8/2052	9/22/2052	10/6/2052	10/20/2052	11/3/2052	11/17/2052	11/30/2052	12/14/2052	12/28/2052	1/11/2053	1/25/2053	2/8/2053	2/22/2053	3/8/2053	3/22/2053	4/5/2053	4/19/2053	5/3/2053	5/17/2053	5/31/2053	6/14/2053	6/28/2053	7/12/2053	7/26/2053	8/9/2053	8/23/2053	9/6/2053	9/20/2053	10/4/2053	10/18/2053	11/1/2053	11/15/2053	11/29/2053	12/13/2053	12/27/2053	1/10/2054	1/24/2054	2/7/2054	2/21/2054	3/7/2054	3/21/2054	4/4/2054	4/18/2054	5/2/2054	5/16/2054	5/30/2054	6/13/2054	6/27/2054	7/11/2054	7/25/2054	8/8/2054	8/22/2054	9/5/2054	9/19/2054	10/3/2054	10/17/2054	10/31/205
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BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM K ***Recruitment and Training***

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: BALTIMORE CITY POLICE DEPARTMENT – RECRUITMENT AND TRAINING

Dear President Mancuso:

This side-letter will affirm our agreement that the Department will throughout the term of this FY 2019-2021 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,

Gary Tuggle
Interim Commissioner

DDD:dla

ACCEPTED for Fraternal Order of Police

Michael Mancuso, President / Date

c/o 242 West 29th Street • Baltimore, Maryland 21211-2908

DMEAST #36130599 v3
FOP Unit II Fiscal Years 2019-2021

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CITY OF BALTIMORE

CATHERINE E. PUGH, Mayor



OFFICE OF THE LABOR COMMISSIONER

DEBORAH F. MOORE-CARTER, SPHR, SHRM-SCP
Labor Commissioner
417 E. Fayette Street, Suite 1405
Baltimore, Maryland 21202
410-396-4365

ADDENDUM L
Grievance and Arbitration and Discipline

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: BALTIMORE CITY POLICE DEPARTMENT – ARTICLES 6 AND 16

Dear President Mancuso:

This letter will confirm the agreement reached by the City and the FOP regarding two (2) provisions in the new MOU:

1. Article 6 Grievance and Arbitration: It is agreed that should an employee or the Lodge 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 reinstatement 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:dla

cc: Gary Tuggle
Quinton M. Herbert
Yvette Brown

ACCEPTED for Fraternal Order of Police

Michael Mancuso, President / Date



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

ADDENDUM M *H Days*

Gary Tuggle
Interim Police
Commissioner

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: H Days

Dear President Mancuso:

With respect to the cancellation of H-Days, the Baltimore Police Department, until such time as the process can be automated, will continue to track this process through the paper rollbook system and/or e.resources. In addition, the Department will develop a tracking form for H-Day cancellation and the subsequent rescheduling of the day off or pay in lieu of the day off. As the Department adopts new time and attendance technology, it may transition H-Day tracking to the new technology.

The Baltimore Police Department will use its best efforts to adopt consistent payroll practices for timekeepers across the districts.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

c/o 242 West 29th Street • Baltimore, Maryland 21211-2908

DMEAST #36130599 v3
FOP Unit II Fiscal Years 2019-2021

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BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

ADDENDUM N ***Patrol Incentive Pilot Program***

Gary Tuggle
Interim Police
Commissioner

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: Patrol Incentive Pilot Program

Dear President Mancuso:

The parties agree to work cooperatively to develop a Patrol Incentive Pilot Program during the term of the MOU through a Joint Labor Management Committee. The features of the program will include:

- An annual lump sum incentive payment for Sector Patrol members of \$1000 per year.
- The program will commence on July 1, 2019 and continue for two fiscal years, sunsetting on June 30, 2021. At that time, the parties may assess whether the program is working and may agree to continue the program.
- The incentive payments shall not be considered earnings or income for purposes of pension calculations.
- To the greatest extent allowable by law, the incentive payments will be excluded from all premium pay calculations under the MOU or otherwise.
- The Committee may determine eligibility criteria for the incentive payment, provided that, to be eligible, a member must be actively working in Sector Patrol during the one year period, including the first and last days of the one year period, to which the incentive payment pertains.

The Committee will be convened by the Labor Commissioner and President of the Lodge, or their respective designees, within 30 calendar days following the BOE notation date.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date
c/o 242 West 29th Street • Baltimore, Maryland 21211-2908



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

ADDENDUM O *Civilians on Hearing Boards*

Gary Tuggle
Interim Police
Commissioner

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: Civilians on Hearing Boards

Dear President Mancuso:

This letter will memorialize the parties' agreement to add two (2) civilians to the Departmental Administrative Hearing Boards ("Boards") under the following terms:

1. **Application.** Civilians who wish to serve on the Departmental Administrative Hearing Boards ("Boards") will be selected from volunteers who have completed an online or paper application that will be developed jointly among the Baltimore Police Department ("BPD"), Baltimore City ("City") and FOP, and which will be available on the BPD's and City's website. The application will require applicants to provide the information necessary to determine whether they meet the minimum age, residency, objectivity and criminal history qualifications stated below, and state that all candidates selected to serve as Civilian Board Members will be required to successfully complete the MPTC and Civilian Board Member Training Program.
2. **Selection.** The City, BPD and the FOP will jointly select candidates to serve as Civilian Members of Boards. The selection of a Civilian Board Member will be by majority vote, with the City, BPD, and the FOP each having one vote.
3. **Qualifications.** Candidates will be selected to serve as Civilian Board Members upon meeting the eligibility requirements outlined below. Prior to being able to serve as a Civilian Board Member, a selected candidate will be required to successfully complete the training identified below.
4. **Eligibility.** In order to be eligible to be selected as a candidate to serve as a Civilian Board Member, a candidate must meet the following qualifications:
 - (a) 21 years of age.
 - (b) Baltimore City resident.
 - (c) Never convicted or otherwise found guilty of a felony offense.

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Mayor

BALTIMORE POLICE DEPARTMENT



Gary Tuggle
Interim Police
Commissioner

- (d) Not convicted or otherwise found guilty of a misdemeanor for which a sentence for one (1) year or more could have been imposed, within the ten (10) years preceding the appointment date.
- (e) Not arrested for a felony or misdemeanor, as set forth in paragraphs (c) and (d) above, where charges remain pending as of the appointment date.
- (f) Not a party (or the spouse, parent, sibling, or child of a party) to any legal action filed against the BPD, or a member of the BPD in the member's official capacity, within ten (10) years preceding the appointment date. Filing a notice of claim under the Local Government Torts Claims Act will constitute being a party to a legal action.
- (g) Not a current or former BPD sworn law enforcement officer.
- (h) Affirm that he/she can be fair and impartial and has no bias in favor of or against police.
- (i) Not a current or former voting or non-voting member of the Baltimore City Civilian Review Board.

5. Training. In order for a selected candidate to serve as a Civilian Board Member, a candidate must complete the following training:

- (a) Candidates must complete the training administered by the Maryland Police Training and Standards Commission on the Law Enforcement Officers' Bill of Rights and matters relating to police procedures, as required by LEOBR, MD Public Safety § 3-107 (West).
- (b) Candidates must complete the Civilian Board Member Training Program developed and conducted by the BPD. Within 90 days of execution of this agreement, the BPD, the City, and the FOP will meet and confer over the training program for Civilian Board Members, in which the FOP will have the opportunity to provide input with respect to the content of the training and to observe during the training sessions. Such training will be approximately eight (8) hours in total.
- (c) Candidates must participate in the BPD Ride-Along Program. Each candidate must participate in a minimum of five (5) ride-alongs in at least three (3) separate districts, to include one (1) ride along during A Shift and three (3)

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BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ride-alongs during C shift. Each ride-along will be a minimum of four (4) hours in duration. A Field Training Officer must be present for such ride-alongs. In addition, if an incident involving an officer occurs during a ride-along which subsequently goes before a Board, the civilian present during the ride-along may not serve as a Civilian Board Member on that Board.

6. General Provisions

(a) Service on Boards

- i. Composition of Board. A Board will consist of five (5) voting board members. The two (2) Civilian Board Members will participate as voting members. The three (3) sworn members will participate as voting members and will be selected in accordance with the Memorandum of Understanding. The highest ranking law enforcement member of the Board shall be the chairperson.
- ii. Civilian Board Members will be randomly selected for each Board, subject to their availability. If no Civilian Board Member(s) is eligible and available for a hearing, the hearing will proceed without one or both Civilian Board Member(s).
- iii. If a Civilian is serving on a Board for a hearing that requires more than one (1) day, and the Civilian is unavailable for the subsequent hearing day(s), the hearing will be postponed for a reasonable period until the Civilian Board Member is available.
- iv. In the event the Board proceeds with only one Civilian Board Member due to unavailability, the Board will proceed to adjudicate the matter with four (4) members. In the event the four members are unable to render a majority determination, the Board will be reconstituted and rehear the matter.
- v. When selected to serve, Civilian Board Members will be required to complete the Department's Objectivity Statement. Any Civilian Board Member who indicates that he/she has a conflict or states that he/she cannot be objective will be removed from the Board and replaced with another randomly selected Civilian Board Member.

c/o 242 West 29th Street • Baltimore, Maryland 21211-2908



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

- (b) **Stipends.** Civilians serving on Boards will receive a \$500 stipend for completing the training requirements outlined above, to be payable by the BPD after the civilian's participation in his/her first Board hearing. Civilian Board Members also will receive a stipend of no less than \$100 per hearing day paid by the BPD.
- (c) **Term and Removal.** Civilian Board Members shall be selected to serve for a term of three (3) years and may serve up to two (2) consecutive terms.

A Civilian Board Member shall be removed from service during his/her term only if the individual engages in activity that would have precluded him/her from service had it occurred prior to selection; provided, however, that if the circumstances giving rise to removal are resolved such that the individual remains eligible to serve, he/she may be reinstated for the balance of the term. In addition, if the Police Commissioner determines that the Civilian Board Member is unwilling or unable to perform the duties and responsibilities of a Board member, he/she may be removed at any time with the FOP's concurrence.

No determination of a Board that includes a Civilian Board Member, who it is later discovered was not eligible to participate on the Board, will be invalidated on that basis.

- 7. **Grandfather Clause.** No Civilian Board Member will participate in a Board for any accused officer who was administratively charged by the BPD prior to the signing of this Memorandum of Understanding by both parties and the notation by the Board of Estimates.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

c/o 242 West 29th Street • Baltimore, Maryland 21211-2908



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM P ***Limited/Light Duty***

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: Limited/Light Duty

Dear President Mancuso:

This letter will memorialize the parties' agreement to replace the Medical Leave Letter dated March 21, 2005, with the following:

1. Limited Duty

- (a) Maximum Limited/Light Duty Periods. Limited/light duty work is temporary and intended to provide employees with a period of time in which to recover and return to full-duty status. As such, limited/light duty shall not be permanent and shall be limited in duration in accordance with the following. Exhaustion of the maximum period of limited/light duty will result in the employee's separation from service, consistent with paragraphs 3 and 4, unless he/she has retired from service or has accepted transfer to a civilian position.
 - (i) Line of Duty Injury or Illness. Any employee who sustains an injury or illness in the line of duty and who ceases to perform the full duties of a police officer will have a maximum of twenty-four (24) months from the date of onset of the injury or illness to complete the appropriate procedure and/or treatment to return to full-duty status.
 - (ii) Non-Line of Duty Injury or Illness. Any employee who sustains a non-line of duty injury or illness and who ceases to perform the full duties of a police officer will have a maximum of twelve (12) months from the date of onset of the injury or illness to complete the appropriate procedure and/or treatment to return to full-duty status.

The above periods will be extended through the date of an F&P determination on the employee's application for disability pension, if such determination has not been rendered within the maximum limited/light duty period stated above,



Catherine Pugh
Mayor

BALTIMORE POLICE DEPARTMENT



Gary Tuggle
Interim Police
Commissioner

provided that any delay in the hearing date for such determination has not been caused by the employee.

- (b) The maximum periods above will be cumulative unless the employee has returned to work for a period of eighteen (18) continuous months without use of limited/light duty or medical leave for the same injury or illness. Any recurrence of the need for limited/light duty or medical leave for the same injury or illness, if less than eighteen (18) months from any prior usage, will be treated as a continuation of the maximum periods stated above.
- (c) If the need for limited/light duty or medical leave is a result of a new injury, the provisions in (i) and (ii) would apply.

2. Return to Full Duty Status

- (a) Should the Department receive written certification from a member's physician that the member is (i) qualified to return to full duty status, or (ii) will be qualified for full duty within a reasonable period of time, the Department's Medical Director or his/her designee shall review the written certification. Upon review, if the Department's Medical Director or his/her designee agrees with the member's physician certification, the member will be returned to full duty.
- (b) If the Department's Medical Director or his/her designee disagrees with the certification, a conference will be conducted by Department's Medical Director or his/her designee with the sworn member and the sworn member's physician in an attempt to resolve the difference of medical opinions. If the conference fails to produce an agreement regarding the member's status, the member will have thirty (30) days to schedule an examination by a qualified independent physician selected by the sworn member with the concurrence of the Department's Medical Director or his/her designee. Once the independent physician is selected as described herein, the Department's Medical Director or his/her designee shall refer the sworn member to that physician for an evaluation of the sworn member's qualification to return to full-duty status.
- (c) Upon receipt of the results of the independent physician's examination, the Department's Medical Director or his/her designee shall make the final determination regarding the member's qualification to return to full duty.



Catherine Pugh
Mayor



Gary Tuggle
Interim Police
Commissioner

BALTIMORE POLICE DEPARTMENT

3. **Permanent Medical Disqualification**

- (a) **Retirement.** Any employee who has been determined to be permanently medically unqualified to return to a full-duty status by the Department's Medical Director or the employee's treating health care provider, regardless whether the employee has exhausted the maximum periods for limited/light duty described in paragraph 1, will retire from service if eligible for any form of pension (*e.g.*, normal service retirement, line of duty or non-line of duty disability retirement, or job removal). Such retirement shall occur as soon as the employee is eligible for such pension, if applicable.
 - (i) In the case of a disability pension, the employee must file a completed application for a pension, including all required supporting records, within ninety (90) calendar days from the date of notification of the determination of permanent medical disqualification. Failure to file the required application will result in the employee being separated from the Department immediately due to that employee's inability to perform the requirements of a full-duty police officer.
 - (ii) Any employee who timely files a completed disability pension benefit application and who does not withdraw his/her application, shall not be separated from the Department until such time as a decision has been rendered on the employee's application for a disability pension. If awarded a disability pension, the member will retire.
 - (iii) If the employee is denied a disability pension, the employee shall have a maximum of twelve (12) months in the case of line-of-duty, or six (6) months in the case of non-line of duty, to recover and return to full duty. If the employee does not return to full duty within the above-stated periods, the employee will be separated from service in the following manner: (1) if eligible, retire with a normal service retirement; (2) if eligible, retire by job removal pursuant to the Baltimore City Fire and Police Employees' Retirement System, Article 22, § 34(j-1)(1)(C); or (3) separate from service upon exhaustion of the maximum limited/light duty period.
- (b) **Reassignment.** In lieu of retirement or separation from service, at any time after an employee has been determined to be permanently medically unqualified to return to a full-duty status by the Department's Medical Director or the employee's treating health care provider, the employee may



Catherine Pugh
Mayor

BALTIMORE POLICE DEPARTMENT



Gary Tuggle
Interim Police
Commissioner

seek a reassignment to a civilian position for which he/she is qualified. Such position/reassignment may be outside the bargaining unit, and will be subject to the terms and conditions of any applicable bargaining agreement. If the employee accepts the reassignment, the employee's personnel classification will be changed consistent with the new position.

4. **Grandfathering.** These changes will take effect upon the date of notation by the Board Estimates of the new MOU (the "Effective Date"), and will apply as follows:
 - (a) If the employee was denied a disability pension before the Effective Date, the employee shall have a maximum of thirty (30) months (line of duty) or eighteen (18) months (non-line of duty) from the Effective Date to recover and return to full duty. If the employee does not return to full duty within the thirty- or eighteen-month period, as applicable, the employee will be separated from service in accordance with the provisions of paragraph 3(a)(iii).
 - (b) If the employee is denied a disability pension on or after the Effective Date, the employee will be subject to the revised provisions of the new MOU as set forth herein.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

ADDENDUM Q UNIT II OVERTIME PROVISIONS – FLSA SETTLEMENT

Gary Tuggle
Interim Police
Commissioner

Det. Sgt. Michael T. Mancuso, President
Fraternal Order of Police
Baltimore City Lodge #3
3920 Buena Vista Avenue
Baltimore, Maryland 21211

November 13, 2018

RE: UNIT II OVERTIME PROVISIONS - FLSA SETTLEMENT

Dear President Mancuso:

This will affirm the Department's commitment to make the Department's overtime policy conform with the terms reached in the settlement of the FLSA litigation.

The Department will amend its policies regarding overtime payment for Sergeants and Lieutenants in a manner consistent with the terms and conditions of the settlement above referenced lawsuit.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

cc: Deborah F. Moore-Carter



BALTIMORE POLICE DEPARTMENT



Catherine Pugh
Mayor

Gary Tuggle
Interim Police
Commissioner

ADDENDUM R FLIGHT PAY FOR AVIATION UNIT COMMANDER

November 13, 2018

Det. Sgt. Michael T. Mancuso
Fraternal Order of Police
Baltimore City Lodge No. 3
3920 Buena Vista Avenue
Baltimore, MD 21211

RE: FLIGHT PAY FOR AVIATION UNIT COMMANDER

Dear President Mancuso:

In the event that the Commander of the Aviation Unit shall be licensed and certified to operate aircraft assigned to the Unit, he/she shall receive flight pay equivalent to 13% of his/her current yearly salary. The yearly amount of flight pay shall be added to the Commander's gross yearly salary payable in twenty-six (26) equal installments.

Sincerely,

Gary Tuggle
Interim Commissioner

Accepted for the Fraternal Order of Police:

Michael Mancuso, President / Date

cc: Deborah F. Moore-Carter