

THE CITY OF ANNAPOLIS

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 400**

**COLLECTIVE BARGAINING
AGREEMENT**

July 1, 2022 through June 30, 2024

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**AGREEMENT BETWEEN
THE CITY OF ANNAPOLIS
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400**

PREAMBLE

This Agreement, entered into by and between the CITY OF ANNAPOLIS, hereinafter referred to as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1
MANAGEMENT'S RIGHTS**

1.1 All management functions and rights including, but not limited to, the rights set forth in Chapter 3.32 of the City of Annapolis Code and the right to generally determine the mission of the government are retained and vested exclusively in the City of Annapolis, except as expressly modified or restricted by a specific provision of this Agreement.

1.2 The Employer may alter the hours of work, regular work days, and shift schedules of the employees covered by this Agreement if the Employer has previously notified the Union of its intent to do so and has engaged in good faith discussions with the Union regarding the changes.

**ARTICLE 2
RECOGNITION**

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

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

**ARTICLE 3
UNION SECURITY**

3.1 All bargaining unit Employees may choose to become members of the Union or to pay a service fee to the Union, provided, however, nothing in this section shall require union membership or payment of service fees or change or reduce the employee's probationary period or the terms applicable to probationary status.

Employees who pay dues shall pay an amount equal to amounts determined in accordance with local union procedures. Employees who elect to pay a service fee shall pay an amount chargeable according to applicable law. These amounts may be subject to change each year of this Agreement as a result of notice given by the Union to the Employer at least sixty (60) days prior to the effective date of this change, which shall be the first full pay period following July 1 of each year.

The Union shall indemnify and hold the Employer harmless against any and all claims arising from actions taken by the Union with regard to the collection of agency service fees or the resolution of disputes concerning agency service fees, including any costs for attorneys, expert witnesses, and other litigation expenses.

**ARTICLE 4
VOLUNTARY CHECKOFF OF UNION FEES & DEDUCTIONS**

4.1 For those officers who become members of the Union or elect to pay a service fee and who properly execute payroll deduction authorization cards, the Employer agrees to withhold from their paycheck each pay period the regular Union dues and initiation fees or service fee in the amount certified to the Employer by the Union. Such withholding for Union dues is to be transmitted to the United Food and Commercial Workers Union, Local 400, 8400 Corporate Drive, Suite 200 Landover, Maryland 20785, not later than the fifteenth (15th) day after the first (1st) day of the succeeding month. The Union will notify the Employer at least thirty (30) days prior to any change in such dues.

4.2 The Union shall indemnify and save the Employer harmless of any and all claims, grievances, actions, suits, or other forms of liability or damages that arise out of or by reason of any action taken by the Employer for the purpose of complying with any of the provisions of this Article, and the Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Employer to the United Food and Commercial Workers Union, Local 400.

**ARTICLE 5
GRIEVANCES & ARBITRATION**

5.1 (a) A grievance shall be considered to exist when there is a disagreement involving the interpretation or application of this Agreement or of any directive, rule or regulation of the department. The purpose of this grievance procedure is a sincere desire by both parties to settle grievances in the shortest time possible and at the lowest level possible so as to foster efficiency and employee morale.

(b) A grievance shall be presented within fifteen (15) calendar days after the date of its occurrence or after the date on which the condition causing the disagreement becomes known to the Union or the employee, whichever is later. A grievance shall include a written description of the specific wrongful act, a written statement of the harm done, and a written statement of the remedy or adjustment sought. The written statement shall be made on an approved and agreed upon form which is attached to the Agreement as **Attachment G**.

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

Step 1. Division Commander. The Union Steward or Union Representative, with the complaining officer(s), shall discuss the grievance or dispute with the Bureau, Shift or Division Commander within fifteen (15) working days after the date of its occurrence or the date on which the condition causing the disagreement becomes known to the Union whichever is later. The Bureau, Shift or Division Commander shall attempt to adjust the matter and shall respond to the Union Steward or Union Representative within fifteen (15) working days.

Step 2. Chief of Police. If after a thorough discussion with the Bureau, Shift or Division Commander, the grievance has not been satisfactorily resolved, the Union Steward and Union Representative, and the complaining officer shall, within fifteen (15) working days after Step 1 is completed, file a written appeal with the Chief of Police. The Union representative or Steward, and complaining officer may meet with the Chief of Police as soon as possible thereafter. The Chief of Police shall respond in writing within fifteen (15) working days after said meeting. The notice of appeal shall set forth the grounds for the grievance and a brief statement of the factual situation creating the alleged grievance.

Step 3. Mayor or Their Designee. If after the grievance has been presented to the Chief of Police, the grievance has not been satisfactorily resolved within fifteen (15) working days after the completion of Step 2, the Union Steward or Union Representative and the complaining officer shall file a written appeal with the Mayor or their designated representative. The Union Representative or Steward, and complaining officer shall meet with the Mayor or designated representative as soon as possible thereafter. The Mayor or designated representative shall respond in writing within fifteen (15) working days after the said meeting.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Mayor or their designated representative, by written notice to the other, request arbitration.

The moving party shall request the Federal Mediation and Conciliation Service ("FMCS") to provide a panel of five (5) Arbitrators. Designation of the Arbitrator shall be by the rules of the Federal Mediation and Conciliation Service.

Thereafter the Arbitrator shall proceed to hear the grievance as provided in the rules of the FMCS. The decision of the Arbitrator shall be binding on all parties and the Arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of the hearing. The parties shall share the cost of the Arbitration equally. Upon agreement, the parties may combine separate grievances into a single matter.

5.3 Any grievance not appealed from an answer at any step of the grievance procedure to the next step of the grievance procedure within the time limits set forth in this article shall be considered settled on the basis of the last answer provided by the Employer at the last step of the procedure utilized by the Union or the Employee, which answer shall be final and binding upon the aggrieved employee or the Union.

If the Employer fails to meet with and/or answer any grievance in writing within the prescribed time limits set forth in this Article and any agreed upon extensions, the Union may within fifteen (15) days from the date on which the Employer's answer was due submit the grievance to the next step.

Any requests and agreements with respect to the extension of time periods within this article shall be in writing.

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

ARTICLE 6 UNION STEWARDS AND UNION REPRESENTATION

6.1 The Union shall have the right to appoint five (5) Shop Stewards as it deems necessary.

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

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

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

6.5 Shop Stewards shall be entitled to a leave of two (2) days each calendar year, with pay for Shop Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Commander of the Administrative Division with written evidence from the Union that the Steward

has used the leave for the purpose for which the leave was intended. A maximum of two (2) Stewards may attend Shop Steward Training and Education at one time.

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

ARTICLE 7 NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, religion, age, national origin, marital status, physical or mental disabilities, veteran status, sexual orientation, gender identity, genetic information, political or religious affiliation, any other status protected by federal, state or local law or any other factors shown to have a disparate effect.

ARTICLE 8 UNION BULLETIN BOARDS AND COMMUNICATIONS TO THE BARGAINING UNIT

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

8.2 The Union shall limit its posting of notices and bulletins to such bulletin board. Notices and bulletins shall be limited to union matters only.

8.3 The Chief Shop Steward is authorized to disseminate Union notices and information in accordance with General Order I.7, Use of Department Electronic Mail and Internet. The content restrictions contained in General Order I.7, Section I.B shall apply to all disseminated communications.

ARTICLE 9 UNION ACTIVITIES ON EMPLOYERS TIME AND PREMISES

9.1 The Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Union Stewards or other Union Representatives shall be allowed to:

1. Post Union Notices;
2. Distribute Union Literature;
3. Attend negotiating meetings;
4. Transmit communications, authorized by the Local Union or its officers, to the Employer or its representative;

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

ARTICLE 10 UNION VISITATION

The Employer agrees that accredited representatives of the United Food and Commercial Workers Union, Local 400, whether local Union Representatives, Regional Representatives or International Representatives, shall have access to the premises of the Employer at any time during working hours to conduct Union business, as long as such visits will not interfere with the normal Employer functions. Representatives shall report to the Chief of Police or their designated representative. As defined herein, premises shall mean the following: police department squad and conference room and police department internal affairs office areas.

ARTICLE 11 WORK RULES

11.1 All future work rules or practices governing terms and conditions of employment shall be subject to the grievance procedure should the employees or the Union believe that they are in conflict with any provisions of this agreement or are applied in a discriminatory manner.

The Employer further agrees to furnish and post work rules ten (10) days before becoming effective with a copy to the Union, except in an emergency.

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

ARTICLE 12 NO STRIKES OR LOCKOUTS

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

ARTICLE 13 SENIORITY

13.1 Definition: Seniority means an employee's length of continuous service with the Police Department since their last date of hire, including time spent as a cadet. Provided however, that employees hired after the effective date of this Agreement shall not have time spent as a cadet included in Seniority.

13.2 Probation Period: Employees newly hired from an appointment list shall complete a probationary period which begins on the date of hire and continues until 12 months after the employee completes field training. For officers hired as lateral transfers, the 12-month probationary period shall begin on the date of hire.

13.3 Seniority Lists: Every six (6) months the Employer shall furnish a seniority list to the Union.

13.4 Breaks in Continuous Services: An employee's continuous service record shall only be broken by voluntary resignation, discharge for just cause and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Provided, however, that if an officer is re-employed and has been separated from employment with the Employer:

1. Less than sixty (60) days
 - a. There will be no loss of seniority
 - b. Any rank held will be reinstated providing the position has not been filled
2. More than sixty (60) days but less than one (1) year
 - a. Seniority will be adjusted to reflect the period of absence
 - b. They will be hired as an officer (A10) therefore; any previous rank will be forfeited
 - c. Will be required to complete a six (6) month probationary period
3. More than one (1) year
 - a. Will lose all seniority
 - b. Will be required to complete an eighteen (18) month probationary period
 - c. Will be hired as an officer (pay grade A 10) but may be eligible for a salary adjustment under the "lateral entry program" for previously certified officers.

ARTICLE 14 WORKFORCE CHANGES

14.1 Promotions: During the term of this Agreement, promotions shall be granted in accordance with the General Order Number N.2. A list of promotional material previously established shall continue to be placed in a location which is easily accessible to officers and the material distributed in such a manner as to provide fair and equal access to all bargaining unit employees.

14.2 Transfers: Officers desiring to transfer to other duty assignments shall submit an administrative report to their Commander. The administrative report shall state the reason for the requested transfer and shall include any particular background or skill that the employee has that he/she believes would be applicable to the job requested.

14.3 Layoff Process:

A. Reduction in Work Force: In the event an officer is to be laid off due to a reduction in the work force, they shall be permitted to exercise their seniority rights to replace an officer

with less seniority. Such officer may, if they so desire, replace any officer in an equal or lower job classification in the Police Department provided the replacing employee has greater seniority than the officer whom they replace and is capable of performing the duties of the position. If the Employer should decide to reduce in force, abolish, merge or reorganize any portion of the department, and such action would result in elimination of jobs or layoff of employees, then the Employer will notify the Union at least thirty (30) days in advance. Officers on medical leave during a reduction in force shall return to work in accordance with their seniority when they are medically able to do so. Barring emergency requiring that certain classifications be retained, employees shall be laid off in the inverse order of their seniority within classification in their Department.

14.4 Recall: Officers shall be recalled from layoff according to their seniority within classification. Officers on medical leave shall be recalled when they are medically able to return to work. Officers shall be informed of recall by certified mail. Failure to report to work within three (3) days of notification shall forfeit the officer's right to recall. No new officers shall be hired until all officers on layoff status desiring to return to work and who are capable of performing the work, have been recalled. An officer on medical leave at the time of recall shall not be considered incapable of performing duties because of being on medical leave, provided that the recall time frame for officers on medical leave shall be tied to seniority for up to two (2) years. The Employer retains the right to determine that an officer is not capable of returning to work within the recall period.

The recall period shall be one (1) year from date of layoff.

14.5 New or Temporary Job Openings:

A. Temporary job openings are defined as job vacancies that may periodically develop in a job classification within the bargaining unit that will not exceed fifteen (15) consecutive days. Job openings that recur on a regular basis and/or that remain open more than fifteen (15) consecutive days at a time shall not be considered temporary job openings.

B. All time worked by any temporarily assigned officer in excess of fifteen (15) days in a higher rank in the department shall be paid for by adjusting the officers rate of pay to the next higher step, or to the minimum step in the temporary job, whichever is higher.

C. Temporary job openings may be filled by Employer assignment or reassignment. No officer shall be involuntarily assigned to a temporary position at a lower rate of pay.

D. Whenever a job opening occurs other than a temporary opening as defined above - in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for one week prior to being advertised or announced outside the department. If the position is to be filled from inside the department, no posting will be required. The employer shall give primary consideration to police officers in the department in filling any such opening.

**ARTICLE 15
MODIFIED DUTY**

The Employer, when possible, will find a suitable modified duty assignment for an officer incapacitated or temporarily incapacitated due to an injury, which can be undertaken by the officer who is incapacitated in any way, but who is not prevented from attendance at work. The modified duty program shall operate in accordance with the rules outlined in **Attachment A**.

**ARTICLE 16
DISCIPLINE**

16.1 Any dismissal, demotion, reprimand, suspension or other disciplinary action, against any police officer shall be undertaken in strict conformity to the requirements of Maryland state law as it exists on the date of the disciplinary action.

16.2 Additionally, no officer shall be dismissed, demoted, reprimanded or suspended, nor shall any other disciplinary action be taken without just cause. Any such action by the Employer shall be subject to the Grievance and Arbitration provision of this Agreement.

16.3 The Union shall have the right to process a discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

16.4 Any employee found to be unjustly demoted, suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment. If, however a lesser than the whole penalty is agreed to by the Employer and the Union, then that agreement shall be binding.

**ARTICLE 17
HOLIDAYS**

17.1 Holidays Recognized and Observed:

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

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Birthday	Good Friday
Maryland Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Juneteenth

In lieu of these holidays all officers shall receive eleven (12) annual leave days in addition to any annual leave otherwise accorded in this Agreement.

Whenever any of the above listed holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the above listed holidays shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

17.2 Holiday Hours for Overtime Purposes: Holidays shall be counted as a day worked for the computation of overtime and also authorized leave. 17.3 Each officer shall be granted three (3) personal leave days per year. Officers shall notify their Commander at least twenty-four (24) hours in advance except in the case of emergencies.

17.3 Christmas, New Year's Day, and Independence Day Holiday: Employees scheduled to work on Christmas, New Year's Day, and Independence Day, who actually work, shall be paid an extra half time pay for all hours worked on the holiday date. This shall not affect or be added to the overtime pay for employees forced to work who were not regularly scheduled to work on that holiday.

ARTICLE 18 PERSONAL AND ANNUAL LEAVE

18.1 Eligibility & Allowances: Every permanent employee shall be eligible for paid annual leave after one hundred and twenty (120) calendar days of service with the Employer. Officers shall start to earn annual leave allowances as of their date of hire.

Annual leave allowances shall be earned on a monthly basis.

All officers having less than five (5) years of service; (15 days per year).

All officers having between five (5) and ten (10) years of service; (17 days per year).

All officers having between ten (10) and fifteen (15) years of service; (19 days per year).

All officers having at least fifteen (15) years of service; (21 days per year).

Annual leave may be used as the employee chooses provided no less than twenty-four (24) hours' notice is given to the supervisor. Such leave shall be no less than one-half (1/2) day unless requested by the officer.

18.2 Annual Pay: The pay shall be the officer's regular pay in effect for the officer's regular job.

18.3 Choice of Annual Leave Period: Annual leave shall be granted at the time requested by the officer. If the nature of the work makes it necessary to limit the number of officers on annual leave at the same time, the officer with the greater seniority shall be given their choice of annual leave period in the event of any conflict over annual leave periods. Annual leave shall be chosen prior to the year in which it is to be taken.

18.4 Annual Leave Rights in Case of Layoff or Separation: Any officer who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking their annual leave, shall be compensated in cash for the unused annual leave they have accumulated at the time of separation up to a maximum of thirty (30) days.

18.5 Any reservation costs incurred by an officer through rescheduling annual leave by the Employer will be reimbursed, provided it is substantiated. The officer shall advise the officer's

Commander of any reservations they hold, substantiated by a copy of the confirmed reservation, if requested to cancel or reschedule annual leave.

18.6 Annual leave may be accumulated to a maximum of thirty (30) days and be carried over into the next year. Annual leave in excess of thirty (30) days may be carried over in accordance with the City Code of Annapolis.

18.7 The Annual Leave Period shall be defined as the period from first day of annual leave to the last day of annual leave for leave chosen in the time period set forth in Section 18.3. For the sake of clarity, the example is when an Employee requests leave for a week, (Monday through Sunday) in which the actual paid leave days are Monday-Friday. For that week, if an Employee is required to work on any days in the Leave Period, the Employee shall be paid 2 and ½ times the Employee's regular rate of pay. Provided, however, that the 2 ½ times premium shall not be paid if the Employee is working secondary employment on the day the Employer requires the Employee to work. All annual leave chosen less than 30 days before the commencement of such leave shall not be eligible for the 2 ½ times premium.

ARTICLE 19 JURY DUTY

Any officer called for jury duty shall be reimbursed their regular salary for days served only on days previously scheduled to work. Such leave shall not be deducted from any other leave earned by the officer.

ARTICLE 20 BEREAVEMENT LEAVE

The Employer incorporates by reference the provisions on Funeral Leave embodied in Section 6-4 of the City of Annapolis Personnel Rules and Regulations, which read as follows:

6-4 Funeral Leave

- A. Upon approval by the Employer, an eligible full-time employee shall be granted time off with pay at their straight time rate, not to exceed three (3) consecutive scheduled workdays (which shall mean one 24 hour shift for personnel assigned to shift work), if needed, to attend the funeral of an immediate family member.
- B. The employee's immediate family shall be defined as the employee's father, mother, spouse, son, daughter, brother, sister, uncle, aunt, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent, stepchild, grandparents, grandchildren, and step-grandchildren.
- C. Funeral leave shall not be charged to annual or sick leave.
- D. Should an employee require additional time other than provided in paragraph "A" above, he/she may request the additional time from the Employer. Upon approval, any additional time used may be taken as leave without pay, or be charged to annual leave if he/she has accrued sufficient annual leave time.

- E. An employee may be required to provide the department with proof of death in their immediate family before funeral leave pay is approved.

**ARTICLE 21
SICK LEAVE**

21.1 Allowances: Any officer contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay. The administration of leave shall comply with the Maryland Healthy Working Families Act.

Officers shall earn one and one-quarter (1-1/4) days per month for each month of service.

21.2 Accumulation: Officers shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in service of the Employer, with unlimited accumulation.

21.3 Disability Benefit - Non-Occupational: Officers shall have a short-term disability benefit equal to 60% of their regular weekly pay, not to exceed a maximum of \$700.00 per week. Payment will begin after fourteen (14) calendar days of disability. The maximum benefit period is twenty-six (26) weeks. Officer must exhaust sick leave first before receiving disability benefit.

The Employer will provide Voluntary Long Term Disability option for employees to purchase for disabilities exceeding 26 weeks.

21.4 Medical Leave: If an officer has an on-the-job injury, is unable to work, and provides evidence that the officer has filed a claim for worker's compensation; the officer shall be placed on Medical Leave. The Employer will advance to the officer until they begin to receive worker's compensation benefits (but not longer than 30 days) an amount equal to the anticipated worker's compensation benefit. When the officer receives a worker's compensation benefit which has been advanced by the Employer, they will turn it over to the Employer as reimbursement for the advance. If the claim for benefits is denied, the officer shall reimburse the Employer for the advance. It shall not be necessary for an employee to use up available sick leave prior to accessing benefits under this provision. Any sick leave which is advanced as provided herein shall be reimbursed hour for hour (100%).

**ARTICLE 22
LEAVES OF ABSENCE**

22.1 Any officer may, upon application in writing, be granted a leave of absence without pay not to exceed one (1) year for valid purposes.

22.2 Notwithstanding other provisions of this Agreement, any officer elected or appointed as an employee of the Union shall be granted a leave of absence without pay for the term of the election or appointment of their office or any extension thereof. Adequate prior notice of both leave of absence and date of return shall be given to the Employer. This leave shall not exceed one (1) year.

22.3 Seniority shall accumulate during all leaves of absence. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, officers

shall be returned to the assignment they held at the time the leave of absence was requested provided the assignment is available. Should the same position not be available, an officer shall be assigned duty within the Police Department at their former rate of pay and ranks plus any wage increases which have been implemented while the officer was on leave..

ARTICLE 23 OVERTIME

23.1 Rate of pay: Time and one-half (1-1/2) the officer's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. Officers have the option upon notice to receive compensatory time off in lieu of overtime pay. Compensatory time off shall be calculated hour for hour and shall be in accordance with the Fair Labor Standards Act. Officers shall be permitted to accumulate up to one hundred twenty (120) hours of compensatory time.

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

23.3 Before or After Regular Hours: All required work performed before or after the scheduled work shift shall be paid at the overtime rate of pay.

23.4 Distribution: Voluntary overtime shall be distributed among officers by seniority within a job classification on a rotation starting with seniority on a calendar basis. On each occasion when overtime work is available, a notice shall be posted and eligible officers shall have an equal opportunity to sign up for overtime. Voluntary Assignments shall then be made from officers signing up on the post list.

This voluntary overtime rotating wheel shall begin on January 1, 2023, and reset each subsequent January 1 for the duration of the agreement term.

When there are no volunteers but there is a need for overtime, overtime work shall be distributed among officers by seniority within a job classification on a rotation starting with reverse seniority on a calendar basis. This mandatory overtime rotating wheel shall begin on January 1, 2023 and reset each subsequent January 1 for the duration of the agreement term.

The above rotations shall commence on July 1, 2022, to December 31, 2022, with new full year rotations commencing on January 1, 2023.

23.5 Work at Officer's Option: Overtime work shall be voluntary. There shall be no discrimination against any officer who declines to work overtime. When there are no volunteers but there is a need for overtime, the officer/ officers with the least seniority shall be required to perform the overtime duty.

23.6 No officer shall be permitted to work more than sixteen (16) consecutive hours, unless there occurs a major civil emergency, natural disaster or other unusual circumstances which require more than sixteen (16) consecutive hours of work.

23.7 An officer shall be given a minimum of ten (10) days' notice of any change in scheduled days off. If the Employer requires an officer to work a scheduled day off with less than ten (10) days' notice, the officer shall be paid overtime at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked that day.

23.8 An officer shall be given a minimum of forty-eight (48) hours' notice of any change in the hours they are scheduled to work on a shift. If the Employer changes the hours an officer is scheduled to work on a shift with less than forty-eight (48) hours advance notice, the officer shall be paid overtime at a rate of one and one-half (1 1/2) times their regular rate for each hour they are required to work outside of their originally scheduled hours.

23.9 Large Event Planning – No leave, or scheduled regular days off, shall be permitted until such time that staffing is established for July 4th, New Year's Eve, or other special events as declared by the Chief ("events"). A sign-up sheet for volunteers shall be posted sixty (60) days prior to the event. If there are not enough officers who volunteer to work each event by thirty (30) days prior to those events, then officers will be scheduled based on the existing work schedule and seniority. A list of those scheduled to work ("event list") on the event will be published twenty-one (21) days prior to the event. The regular day off and normal leave procedures shall apply to officers who did not volunteer and who are not required to work on the day of the event. The department will seek outside agency volunteers commencing with the posting. Officers may be released from the event schedule based on the number of officers from outside of the department who work on the event. Releases shall be by seniority. Any officer who works on the day of the event outside of the officer's regular scheduled shift, shall receive overtime pay for the hours worked during the event.

ARTICLE 24 HEALTH AND WELFARE BENEFITS

24.1 The Employer will continue to provide health care benefits to Employees and their dependents under the same plans in effect during the periods covered by this Agreement which the Employer provides to other employees, and Employees will contribute to the cost of these benefits, in accordance with the following:

24.2 Employees shall pay twenty-five (25%) of the premium costs and the Employer shall pay seventy-five (75%) of the premium costs.

24.3 The Employer and Union shall meet annually to review and discuss changes required by law to the health plans.

24.4 In the event of a health premium increase in excess of ten percent (10%) in any year not attributable to the increase in the employees' share of premium costs, the collective bargaining agreement may be reopened by either party for the purpose of negotiating how to absorb and implement such increase.

24.5 Retiree Medical

(A) Except for any employees who retire under a Service-Connected Disability pension as provided in Section 3.7 of the Police and Fire Retirement Plan, for any employee who is not vested in the Police/Fire Pension Plan as of July 1, 2012, Retiree Medical benefits shall be revised so that the percentage of the retiree medical premium that the Employer pays for retirees and dependents will change from the current 70/30 split to a percentage equal to two and one-half percent (2.5%) multiplied by each year of City service, up to a maximum of seventy percent (70%). Any employees who have retired or subsequently retire under a Service-Connected Disability shall

be entitled to a premium change to 70/30 split effective January 1, 2020. Surviving spouses and qualifying dependents shall be entitled to the same premium change.

(B) Except for employees who retire under a Service-Connected Disability pension as provided in Section 3.7 of the Police and Fire Retirement Plan, for any employee hired on or after July 1, 2012, Retiree Medical benefits shall be revised as follows:

(1) Employees must be at least age 50 when they retire to be eligible to receive retiree medical benefits for themselves or dependents.

(2) The percentage of the retiree medical premium that the Employer pays for retirees and dependents will be two and one-half percent (2.5%) multiplied by each year of Employer service, up to a maximum of seventy percent (70%).

(C) For any employee who is vested in the Police/Fire Pension Plan as of July 1, 2012 or is retired under a Service-Connected Disability pension as provided in Section 3.7 of the Police and Fire Retirement Plan - Retiree Medical benefits shall remain the same as set forth in Article 23 of the 2010-2012 Collective Bargaining Agreement (set forth below):

(1) OPEB Trust.

(a) Effective July 1, 2014, there will be an annual contribution of three percent (3%) of total payroll for sworn Police and Fire personnel to the OPEB Trust as follows:

1. The Employer will contribute two percent (2%) of total payroll annually for Sworn Police and Fire to the OPEB Trust.
2. The employee contribution will be equivalent of one percent (1%) of gross base pay per pay period paid into the OPEB Trust. These contributions will be handled as follows:
 - a. Employees hired on or before December 31, 2013 shall have their one percent (1%) contribution covered by health plan design changes effective July 1, 2014 and will not contribute to the Trust through a payroll deduction.
 - b. Employees hired on or after January 1, 2014 will have the one-time option to irrevocably waive participation in the OPEB Trust and thereby permanently waive future eligibility for retiree healthcare.

(b) Employees hired on or after January 1, 2014 will have the one-time option to irrevocably waive participation in the OPEB Trust and thereby permanently waive future eligibility for retiree healthcare.

(c) Retiree Healthcare will be paid on a "pay-go" basis until the Trust is adequately funded to begin covering the annual costs.

24.6 Retiree Health Insurance Plan

(A) The benefits will be the Employer's Core medical plan, prescription plan, Core dental plan, and Core vision plan. These benefits may change from time to time as the active employees benefits change.

(B) In order to be eligible for retiree health benefits, an employee must be eligible to retire under the Police/Firefighter Pension Plan and must have retired on or after July 1, 2002. The retiree must receive an immediate annuity.

(C) The Employer will pay 70% of the premium cost of the benefits, and the retiree (or an eligible surviving spouse) will pay 30% of the premium cost.

(1) Retirees previously on an 80/20 healthcare split increased to 75/25 effective July 1, 2010. Effective June 30, 2011, these retirees increased to a 70/30 healthcare split.

(D) Retiree (or eligible surviving spouse) coverage will end at death or when the person is eligible for Medicare. The retiree (or eligible surviving spouse) may continue with prescription, dental, and vision coverage after they become eligible for Medicare if they pay the entire premium cost for the coverage.

(E) The retiree (or eligible surviving spouse) may elect to receive the retiree health benefits immediately upon retirement (or eligibility) as set forth in the plan - they can enroll at a later time in the group plan for 65 and older retirees in the supplemental Medicare benefit, however, they cannot enroll in the OPEB health benefit.

(F) The retiree must have participated in the Employer health insurance plan for at least five consecutive years prior to retirement.

(G) The retiree must choose the same type of coverage or a lesser type - for example, if in the past the retiree had husband and wife coverage, the retiree could continue with husband and wife coverage or change to individual coverage.

(H) Surviving spouses will be eligible to continue coverage:

(1) Upon the death of the retiree, if the spouse was covered by the Employer health insurance plan for at least five consecutive years as of the date of the retiree's death.

(2) Upon the death of an active employee who was eligible to retire but dies before retiring and the spouse is eligible to receive an immediate annuity from the pension plan. Also, the employee must have been covered by the Employer's health plan for at least five consecutive years as of the date of the employee's death.

(3) Coverage for a surviving spouse will terminate upon remarriage of the spouse.

(I) Persons who submit paperwork to the Employer by April 30, 2010 and retire on or before July 1, 2010 will be grandfathered at fifteen percent (15%) until June 30, 2012. After June 30, 2012, these persons will pay the same rate as those who retire on or after July 1, 2012.

ARTICLE 25 PENSION

25.1 The benefits provided to employees under the Police/Fire Fighter Retirement Plan ("Retirement Plan") as restated and in effect July 1, 2018 shall remain in effect during the life of this Agreement.

25.2 Contribution by Employees. Sworn personnel will contribute to the Retirement Plan at a rate of 8% of pay.

25.3 The Employer shall prepare a Plan Document for the Retirement Plan with a Summary Plan Description for each Plan effective July 2018. No substantive changes will be made to the Retirement Plan during the term of this Agreement unless such changes are required by federal or state law or unless the Union and the Employer agree to such changes in writing.

25.4 Deferred Retirement Option Program ("DROP") — The Employer established a DROP for the New and New Revised Police-Fire Fighter Retirement Plans as outlined in the attached **Attachment B**.

25.5 In the event that the City Manager determines that the Employer is unable to make the required pension contribution in any year, she/he must notify the Union and the City Council on or before February 1st of the Fiscal Year in which the contribution is due. If the City Manager gives such notice, the City Council shall be required to hold a public hearing on the issue, and the Council shall determine whether some or all of the contribution will be made.

25.6 Employees hired on or after July 1, 2012 will have to complete 20 years of service to be eligible to retire with a 50% pension benefit.

25.7 Notwithstanding the agreement to pay 50% of salary for a member of the plan who retires with 20 years of service, the multiplier shall remain at 2.25% for all other purposes. For example, if any member retires with less than 20 years of service, for any reason, the multiplier shall be 2.25%. Beginning with the employee's 25th year of service, the multiplier shall increase to 2.5% for each year of service earned after commencement of the 25th year of service. In the member's 30th year of service the member is eligible for 75% of salary.

25.8 The maximum percentage of salary a member will be eligible to receive at retirement will not exceed 75%.

As a result of the foregoing provisions, a member of the pension plan is eligible to retire at 75% with 30 years of service in Fiscal Year 2019 (July 1, 2018) and beyond.

ARTICLE 26 SAFETY AND HEALTH

26.1 The Employer and the Union jointly agree to cooperate in a safety program for the purpose of awareness and training of all newly hired employees. Such a program will also include but not be limited to the distribution of educational materials and job awareness of its employees.

26.2 The Employer agrees to provide available statistical information pertaining to occupational injuries and illnesses upon request.

26.3 The Employer agrees to work jointly with the Union in resolving unsafe conditions or equipment within the officers work areas.

ARTICLE 27 CLOTHING & EQUIPMENT ALLOWANCE

27.1 An officer will receive a clothing and equipment allowance of \$850 per fiscal year. Officers who have volunteered to work in a second department function in which a different uniform is required (such as SWAT, voluntary bicycle patrol, or honor guard) will receive an additional \$75 in clothing and equipment allowance. The maximum total clothing and equipment allowance an officer may receive in a fiscal year is \$925.

27.2 Officers will be given a cleaning allowance of \$40/month which is included in their biweekly paycheck to cover all uniform cleaning expenses.

ARTICLE 28 PAY

28.1

- A. There is a new pay scale for each Rank in the bargaining unit. It is attached to this Agreement as **Attachment H**. The new salaries shall go into effect on the first day of the first full pay period after July 1, 2022 and in the second year of the Agreement – on the first day of the first full pay period after July 1, 2023.
- B. For the duration of this Agreement, the Employer shall continue the current step and longevity increases for those Employees who are eligible for such increases.

28.2 Shift Differential: Officers shall be paid a shift differential (5%) for any work performed on a shift where the majority of hours are worked after 4:00 pm and prior to 8:00 am.

The Employer reserves the right to make permanent shift assignments in order to efficiently maintain operations, provided that if a vacancy exists on another shift, the employer will make every effort to give qualified officers with the most seniority desiring that particular shift assignment.

28.3 Officers permanently assigned to K-9 duties will be paid as follows for transporting, feeding, grooming, exercising and otherwise caring for the dog:

- (1) One hour of each work day will be paid time for the purpose of caring for the dog.
- (2) On a non-work day, the officer will be credited with one hour for the care of the dog (unless the dog is kenneled), one-half hour to be paid time and one-half hour to be comp time.
- (3) On a paid leave day, the officer will receive no additional pay for care of the dog.
- (4) This pay arrangement for K-9 officers is in lieu of their former pay arrangement.

28.4 Officers called in to work outside their regular shift shall receive a minimum of two (2) hours pay at time and one-half (1-1/2). Pay shall start when they report to work.

28.5 Any employee of APD who refers a police officer candidate to the Employer will receive a \$2,500.00 Recruiting Bonus if the referral is hired by the Employer as a Police Officer and remains on active duty for a period of twelve months. The referral bonus will be paid within 30 days of the referral's one year anniversary with the Employer.

28.6 Field Training Officers: A designated FTO who is assigned to a police officer trainee attending the academy shall receive \$50.00 per month for mentoring contact with that police officer trainee during that month provided that the FTO has had contact and mentoring discussion with the least four (4) times during the month and the FTO provides documentation of each contact.

FTOs shall receive \$100.00 per day for each day the FTO is assigned to and trains a sworn probationary Officer.

28.7 ASET Call in - Officers Assigned to ASET who are called in shall receive a minimum of three (3) hours of overtime pay for each call in, provided however that if an Officer's normal shift is to start within the three (3) hours prior to the call- the overtime pay shall be for the time from the notification to the start of the shift, subject to the provisions of overtime pay after forty (40) hours.

28.8 Criminal Investigation Section - On-Call personnel

An Officer who is assigned to the Criminal Investigation Section who is on-call shall receive six (6) hours of compensatory time for each full calendar week the Officer is on-call. The on-call status and compensatory time provided shall not be considered as time worked for any purposes.

28.9 Grant-funded compensation: Due to the specific conditions and limited duration of grants, the Employer reserves the right to distribute grant-funded compensation without the need to negotiate any such compensations with the Union. The Employer agrees to provide reasonable notice to the Union of the distribution of any grant-funded compensation to members of the Union.

28.10 Employees assigned to the Criminal Investigation Section shall receive fourteen (14) hours of compensatory time for a full calendar week of on-call status. On call Employees who do not complete a full week of on-call status will receive two (2) hours of compensatory time per 24-hour period covered.

ARTICLE 29 SAVINGS CLAUSE

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

**ARTICLE 30
MEAL & REST PERIODS**

30.1 Meal and Rest Periods shall be taken in accordance with the past practice of the department.

30.2 Officers who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period as soon as possible during such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

**ARTICLE 31
COURT TIME**

Any officer called to work outside of their regularly scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2).

**ARTICLE 32
TRAINING PROGRAM**

32.1 The Employer shall provide ample opportunity for officers in lower job classifications to cross-train in preparation for other job assignments for the advancement into higher classifications. Furthermore, in the event the Employer contemplates the introduction of other equipment or technological changes affecting bargaining unit work, an advance notice of ninety (90) days will be given to the Union.

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

32.2 Training school opportunities shall be posted for a period of at least one (1) week prior to the close of applications for such opportunities. Officers interested shall sign the posted roster. Officers wishing to attend these schools shall be assigned on the basis of seniority and job classification consistent with the needs of the department from the posted list.

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

**ARTICLE 33
MILITARY SERVICE**

33.1 Officers who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave with pay for up to one hundred-twenty (120) hours to fulfill the annual training requirements of the unit in which they serve. Such officer shall

give the Employer two (2) weeks of notice. The leave shall be granted in accordance with the Employer's Personnel Rules and Regulations.

33.2 The Employer will comply with the applicable laws of the United States concerning the reemployment of officers leaving the military service, of the United States. At the time an officer leaves for military service, they shall receive whatever vacation pay is due him. The application of this provision will comply with the Uniformed Services Employment and Re-employment Rights Act as amended. Upon return from military service, an officer shall work to their original employment date and be entitled to their pro-rata vacation.

33.3 In addition to the leave granted above in the event of a call to duty or deployment the Employer shall grant the necessary leave. If the employee's base pay with the Employer is more than the employee's military base pay, the employee shall be paid the difference between the employee's base pay rate and the employee's military base pay for up to ninety (90) days per calendar year. Notwithstanding the above, such employees shall continue to receive any other Employer benefits being provided to employees covered by this bargaining agreement. The employee shall furnish a copy of the military orders calling the employee to duty and include official verification of the military pay.

ARTICLE 34 TUITION REIMBURSEMENT

The Employer will suspend its Tuition Assistance Program for the duration of this agreement beginning on July 1, 2018 and ending on June 30, 2022.

ARTICLE 35 WORKERS COMPENSATION

35.1 Workers Compensation. The Employer shall pay workers compensation payments to employees who entitled to such under state law at the rate of sixty-six and two-thirds percent (66 2/3rds%) of the average weekly wage up to the maximum limit as determined by state law. The Employer shall pay the difference between the workers compensation payment and one hundred percent (100%) of the employee's then current straight time pay in a taxable wage payment.

ARTICLE 36 GENERAL ORDERS ATTACHED TO THIS AGREEMENT

The following General Orders as of July 1, 2018 shall be considered attached to and a part of this Agreement:

- | | | |
|------|-------------------------------|---------------------|
| 36.1 | Promotional Process | Attachment C |
| 36.2 | Take Home Vehicles | Attachment D |
| 36.3 | Employee Drug Testing Program | Attachment E |
| 36.4 | Departmental Advisory Board | Attachment F |

**ARTICLE 37
MULTILINGUAL PAY**

The Employer and the Union agree to continue current practices regarding multilingual pay until the Employer no longer receives a Grant to fund the same. In the event the Grant ceases, the Employer agrees to meet with the Union to create a plan to address multilingual pay.

**ARTICLE 38
MISCELLANEOUS**

38.1 Notice Requirements. Wherever notice is required by the terms of this Agreement it shall be as follows:

If to the Union:

the Business Representative with a copy to the Chief Shop Steward by electronic mail.

If to the Employer:

The Administrative Commander and the City's Human Resources Manager

38.2 Assessments and Evaluations. The Employer shall have the right to implement any assessment and/or evaluation process and standards as are required by State law, including but not limited to agility and/or bias testing.

38.3 Promotional Process. The Parties shall form a focus group with representatives designated by the Union and the Employer/Command Staff to discuss changes in the Promotional Process including the language in the CBA and the Promotional GO which were the subject of proposals made by both sides in bargaining. This focus group will conclude and present recommendations to the Employer and the Union not later than June 30, 2023.

38.4 Pay Scale. The Employer and the Union shall create a focus group to develop and propose changes to the structure and configuration of the current pay scale. The focus group will conclude and present recommendations to the Employer and the Union no later than June 30, 2023.

38.5 Line of Duty Death. In the event of the death of an Employee in the line of duty, the Employer will pay the costs of actual funeral ceremony and burial/cremation expenses up to a maximum of \$10,000.

DURATION OF AGREEMENT

This Agreement will be effective from July 1, 2022 through June 30, 2024.

IN WITNESS WHEREOF, the Mayor of the City of Annapolis, the Employer, and the United Food and Commercial Workers Union, Local 400, the Union, caused the Agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF ANNAPOLIS:

Date

WITNESS:

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 400

Date

ATTACHMENT "A"

MODIFIED DUTY

Where any Employee undergoes a medical evaluation as provided for in Article 14, and the results thereof indicate that the Employee has a correctable impairment which is temporary in nature, the Employees' appointing authority in conjunction with the Human Resources Manager, shall detail other duties, tasks, and responsibilities to said employee during the period of the Employees' temporary impairment. The detail of such duties may be in other than the Employees' assigned department provided wherever possible the temporary duties to which the Employee will be assigned should be of such a nature as might conceivably be covered by the Employee's job description in their primary department. The Employee to whom additional or different duties and responsibilities are detailed, shall remain in the Employee's current salary status during the period of such detail and, upon completion of such detail, and clearance by a physician or Employer Doctor shall reassume the regular duties and responsibilities of the position occupied by the Employee.

Modified duty assignments shall continue for not more than sixty (60) days with a review by the Human Resources Manager and, if necessary, the Employer Doctor every thirty (30) days. In the discretion of the Police Chief, modified duty may be extended beyond sixty (60) days. An Employee unable to return to their normal duties at the completion of modified duty shall be evaluated for separation and shall be placed on disability leave or leave without pay pending separation.

Where any such Employee undergoes a medical examination and the results thereof indicate that the Employee is totally disabled such that the employee is not able to continue to perform satisfactorily in the Employee's job classification, then the Employee shall have the choice to transfer to a vacant position for which they are determined by the hiring authority to be qualified or the Employee shall apply for disability retirement under the applicable provisions of the appropriate retirement system.

Should the Employee choose to transfer and the transfer is from one (1) department, agency or office to another department, agency or office, the transfer shall be subject to the approval of both appointing authorities and the Human Resources Manager.

Where any such Employee refuses to undergo a medical evaluation, if directed to do so by the Human Resources Manager, the hiring authority shall be authorized to initiate a dismissal action against the Employee.

ATTACHMENT "B"

DROP Plan - Police

Definitions

In this subtitle, the following words have the meanings indicated.

- (1) "DROP" means the Deferred Retirement Option Program in which a participant agrees to delay receipt of the employee's retirement benefit while the employee continues to work. Each participant receives the accumulated retirement benefit from the period of participation at retirement.
- (2) "DROP account" means the separate financial account established under this policy from which a participant is paid a lump sum distribution at retirement.
- (3) "DROP participant" means a participant who is eligible and who elects to participate in the DROP.
- (4) "DROP participation period" means the time that an employee participates in the DROP while actively employed by the Employer.
- (5) "Cost Neutral" means the Employer will not be required to expend additional funds to support the DROP program nor will the program adversely affect the funding status of the Pension Plan.
- (6) "Plan Year" means a calendar year commencing January 1 and ending December 31st.

Applicability

There is a Deferred Retirement Option Program in the City of Annapolis New and New Revised Police and Fire Retirement Plans.

Cost-Neutral

The DROP program is designed to be cost neutral and an actuarial analysis will be performed every three years and the plan actuary will include a report on whether the DROP is meeting the cost neutrality objective. In the event the DROP is not cost neutral, the Employer and, the Public Safety Unions shall meet and amend as needed the DROP to achieve cost neutrality. In the event the parties cannot come to an agreement, no new participants shall be enrolled until such time as the parties agree to and implement changes necessary to achieve cost neutrality.

Eligibility

Sworn Police will have the option to elect DROP beginning on the date of eligibility for normal retirement. **(20 years)** During the DROP the Employer will continue to make the employer contributions to the Retirement Plan. For those employees, who have commenced participation in DROP on or before June 30, 2018, who defer their DROP entry to normal retirement date plus 5 or more years of additional service no employee contribution shall be required during the DROP period; for all other employees, the employee contribution shall be required. Those employees who commence participation in DROP on or after July 1, 2018 shall be required to make an employee contribution of 4 % of pay as defined in the Plan for each year of participation in DROP.

Applications

- a) **Application required.** An employee who wants to participate in the DROP shall complete an application on the form required by the Human Resources Manager.
- b) **Beginning date.** In addition to providing information requested by the Human Resources Manager, the employee shall specify a beginning date of the employee's DROP participation period that corresponds to the requirements of the participation period noted in (c) below.
- c) **When submitted.** An application shall be submitted to the Human Resources Manager at least 90 days before the beginning date of the employee's DROP participation period. An application may be submitted before an employee is eligible to participate in the DROP, provided that the employee is eligible as of the beginning date of the DROP participation period.

Limitation on the number of participants

- a) **Generally.** No more than 24 employees (12 Fire & 12 Police) may be participating in the DROP at any one time.
- b) **Initial participants.** Upon inception of the DROP participation in the DROP will be limited to eight (8) participants (4 Fire & 4 Police) per plan year until a maximum of 24 participants is realized.
- c) **When fewer than 24 employees are participating.** If there are fewer than 24 employees participating in the DROP as of the first day of any subsequent Plan Year, the number of additional employees who may begin participating in the DROP on that day shall be limited to the number that does not cause the total number of DROP participants to exceed 24, split evenly between Police and Fire to a maximum of 12 slots each.
- d) **Selection by seniority.** If the application of this section requires the number of participants to be limited, participants shall be selected by seniority as determined by the Human Resources Manager on the basis of the amount of actual plan service of the applicants. Annually, in conjunction with the open enrollment period, applications for participation in the DROP will be accepted by the Human Resources Department.

In the event of a tie in seniority which will affect whether an employee may enroll in the DROP, the following methods will be used to break the tie:

For employees in Fire, a random selection method will be used to break the tie. For employees in Police, please refer to language in the Collective Bargaining Agreement which specifies how to proceed.

Participation period; mandatory retirement upon expiration

- a) **Generally.** A DROP participation period begins on the first day of a Plan Year and expires on the last day of a Plan Year.
- b) **Term of participation period.** The term of a DROP participation period is three (3) years for those employees commencing participation on or before June 30, 2018. Employees who commence participation on or after July 1, 2018 shall have a participation period of four (4) years.
- c) **Expiration before end of term.** A DROP participation period expires before the end of the current term if the DROP participant dies, voluntarily terminates or is involuntarily terminated from employment; retires (normal or disability); or becomes ineligible to participate in the plan for any reason, including a transfer to a position not covered by the plan.
- d) **Expiration of DROP participation.** Except as otherwise provided in this subtitle, a DROP participant shall terminate service and begin receiving a retirement benefit as of the first day of the month following expiration of the DROP participation period. A participant who fails to submit the documents requesting termination and retirement shall be involuntarily terminated and retired as provided in subsection (c).

Status during participation

- a) **Active employee.** A DROP participant is an active employee of the Employer and, except as provided in this subtitle, is entitled to the benefits of that employment and is subject to the laws, regulations, and policies governing that employment.
- b) **Police and Fire Retirement Plan.** A DROP participant is a participant in the Police and Fire Retirement Plan under the conditions described in the respective plan, except that a DROP participant will have exercised the option to elect DROP subject to the following conditions:

Anyone who has elected and entered the DROP beginning on the date of eligibility for normal retirement, (20 years) shall continue to make the required employee contribution. During the DROP the Employer will continue to make the employer contributions to the Plan

DROP account

- a) **Account established.** The Human Resources Manager shall establish an account in the pension fund for recording the actions required by this section and is not required to establish an individual account for each DROP participant.
- b) **Retirement benefits.** The Human Resources Manager shall determine, based on the standard actuarial calculation accounting for years of service and salary, the annual retirement benefit under the Police and Fire Retirement Plan a DROP participant is entitled as of the first day of the DROP participation period. The retirement benefit excludes service and salary during the DROP participation period for purposes of calculating the entitlement to and amount of the retirement benefit.
- c) **Account balance.** The account balance credited to a DROP participant is subject to the following:
 - (1) it includes the amount of the retirement benefit determined under subsection (b);
 - (2) For employees who commence participation in DROP on or before June 30, 2018, it includes credited interest calculated under the Composite Corporate Bond Rate, based on an average of the June-November rates from the prior year for the Plan Year ahead:
 - i. compounded on the account balance as of the first day of each month;
 - ii. credited to the DROP participant from the beginning to the expiration of the DROP participation period.
 - iii. amounts in the account are NOT increased by COLA granted to actual retirees.
 - (3) For employees who commence participation in DROP on or after July 1, 2018, the credited interest rate shall be 3.25 %
- d) **Statement of account balance.** At least once a year, the Human Resources Manager shall provide to a DROP participant a statement of the account balance credited to the DROP participant as described in subsection (c).

Early-withdrawal from participation

- a) **Election to withdraw.** Except as provided in subsection (b), a DROP participant may elect to withdraw from participation in the DROP only by terminating employment with the Employer.
- b) **Withdrawal before end of participation period.** A DROP participant whose participation ends prior to the end of the DROP participation period because of a termination of employment or ineligibility to participate in the plan for any reason:
 - (1) forfeits any entitlement to the DROP benefit and
 - (2) if otherwise eligible, shall have a retirement benefit determined that includes service and salary during the DROP participation period for purposes of

calculating the entitlement to and amount of the retirement benefit and that is reduced by an amount actuarially equivalent to the employee contributions not made during the DROP participation period.

- (3) Interest shall not accrue on an account balance for any period of DROP participation that is less than a full year.

Disability during participation

- a) **Permitted.** A DROP participant may apply for a disability pension during the DROP participation period.
- b) **Effect of disability pension.** If a DROP participant receives a disability pension:
 - (1) the benefit includes service and salary during the DROP participation period for purposes of calculating the amount of the benefit and is reduced by an amount actuarially equivalent to the employee contributions not made during the DROP participation period; and
 - (2) the participant forfeits any entitlement to the DROP benefit.

Death during participation

- a) **Generally.** If a DROP participant dies during the DROP participation period, the beneficiary or beneficiaries of the participant as described in the Fire & Police Retirement Program are entitled to a death benefit under the retirement plan.
- b) **Death result of active duty.** If the death occurs as the direct result of the active performance of duties as described in the City Code, the death benefit includes service and salary during the DROP participation period for purposes of calculating the amount of the benefit and is reduced by the actuarial equivalent of the employee contributions not made during the DROP participation period.
- c) **Death not result of active duty.** If the death does not occur as a direct result of the active performance of duties, the death benefit excludes service and salary during the DROP participation period for purposes of calculating the amount of the benefit and is not reduced by an amount actuarially equivalent to the employee contributions not made during the DROP participation period.
- d) **Beneficiaries.** If a DROP participant dies during the DROP participation period, the beneficiary or beneficiaries of the participant as described in the City Code are entitled to a lump sum payment in cash of the account balance credited to the DROP participant as of the date of the death of the participant. Any payment(s) of the annuity will be determined by the election the employee made upon entering the DROP.

Retirement benefits of participants

- a) **Generally.** On the first day of the month following expiration of the DROP participation period and the DROP participant's termination from Employer employment, the participant is entitled to receive the first payment of an annual retirement benefit under the Police and Fire Retirement Plan.
- b) Benefit determined as if the participant had retired on the first day of the DROP participation period, using final average basic pay and including credit for residual unused sick leave for the determination of the final benefit at separation of service;
- c) **Payment.** The participant shall receive payment of the account balance credited to the DROP participant.

Manner of payment

- a) **Lump sum payment.** Unless elected otherwise by a DROP participant, payment of the account balance shall be made in a lump sum to the participant within 30 days of the first day of the month following expiration of the DROP participation period and the DROP participant's termination from Employer employment.
- b) **One-time deferral of the lump sum payment.** The participant may elect a one-time deferral of the lump sum payment of the account balance on the form required by the Human Resources Manager, provided the election is submitted no later than the expiration of the DROP participation period; the participant is not entitled to interest on the account balance because of the deferral; and payment is made within 30 days after a request is submitted to the Human Resources Manager on the form required on or before the participant is 70¹/₂ years of age.
- c) **Payment in cash; exception.** Unless otherwise elected by a DROP participant, a lump sum payment under subsection (a) or subsection (b) shall be made in cash. If permitted by federal law at the time of the payment, payment may be made by transfer or direct rollover to an eligible retirement plan as defined in the Internal Revenue Code.
- d) **An increase in the monthly annuity amount.** The participant may elect to use the DROP balance to increase the monthly annuity payment amount by the actuarial equivalent based form of payment election at DROP entry and the ages of the participant and, if applicable, the beneficiary at DROP exit date.
- e) **Sole responsibilities of participant.** Selection of the retirement account, plan, or annuity and the tax consequences of a transfer or direct rollover under subsection (c) are the sole responsibility of the participant and, upon transfer or direct rollover of the account balance to the retirement account, plan, or annuity, the Employer has no further obligation regarding the account balance credited to the participant.


Beneficiaries

A DROP participant's beneficiary is the beneficiary on file for the pension plan with the Human Resources Department.

Future Employment

If an employee exits the DROP and is retired from the Employer, and subsequently is re-employed by the Employer in a position which is covered by the Police and Fire Retirement Plan, the employee shall not be eligible to participate in the Plan.

ATTACHMENT "C"

<h1>Annapolis Police Department</h1>	
 <h2>GENERAL ORDER</h2>	<p>Number: N.2</p> <p>Issue Date: June 2018</p>

TO: All Personnel

SUBJECT: Promotional Process

PURPOSE

The purpose of this General Order is to establish policy and procedures relating to the promotion of sworn personnel to the ranks of officer first class, corporal, sergeant, and lieutenant.

POLICY

The success of any organization is primarily dependent on the competence of its personnel. Therefore, it shall be the policy of the Annapolis Police Department to ensure that only the best qualified personnel are promoted to positions of greater authority and responsibility. To this end, the Department will make every effort to obtain/develop and administer promotional tests, with the assistance of the City of Annapolis Human Resources Division, which are valid and fair. All elements used to evaluate candidates for promotion are job related and nondiscriminatory.

I. Eligibility for Promotion

In order to be eligible for promotion to the rank of:

- A. **Officer First Class (OFC)** - Any police officer who has satisfactorily completed their probationary period is eligible to test for promotion to Officer First Class. The promotional process will consist of only a written test. Officers attaining a score of 70% or better will be placed on an eligibility list, ranked by their test score.
- B. **Corporal** - Any Police Officer First Class (PFC) who has satisfactorily completed the probationary period for their current rank prior to the written testing date for Corporal is eligible to test for promotion to Corporal. Applicants must pass the

written test with a score of 70% or better in order to proceed to the assessment exercise and/or interview board.

- C. **Sergeant** - Any Corporal who has satisfactorily completed the probationary period for their current rank prior to the written testing date for Sergeant is eligible to test for promotion to Sergeant. Applicants must pass the written test with a score of 70% or better in order to proceed to the assessment exercise and/or interview board.
- D. **Lieutenant**, Any Sergeant who has satisfactorily completed the probationary period for their current rank prior to the written testing date for Lieutenant is eligible to test for promotion to Lieutenant. Applicants must pass the written test with a score of 70% or better in order to proceed to the assessment exercise and/or interview board.

II. Promotional Testing

- A. The current promotional eligibility list will be in effect for 18 months from the time it is posted. The replacement list shall be effective on the day after the expiration of the prior list. Provided, however that if there is only one or no candidate left on a list prior to expiration, the Chief of Police shall have the discretion to declare the list exhausted without appointing that candidate to a vacancy and commencing a testing process prior to the expiration of the 18 month period.
- B. The Chief of Police shall set new written and oral testing dates for promotional testing to begin and end prior to the expiration of the current promotional list.
- C. The Commander of the Administrative Services Division in conjunction with the City of Annapolis Human Resources Division is responsible for administering all promotional tests. The Administrative Services Division will maintain all promotional records in a secure location. Access to these records will be limited to the Commander of the Administrative Services Division.
- D. Sworn personnel will be provided with a written announcement of the promotional process, which will include but not be limited to the last date by which promotional applications must be submitted, the date, time and location of the written test and oral interview/and or an assessment process.
- E. Promotional materials for all portions of the testing process will be developed from Annapolis City Code, Maryland State law, Maryland Transportation Article, city rules and regulations, Department General Orders, and other job-related texts. A list of reference materials from which the promotional materials were developed will be published with the announcement of the test, and at least ninety (90) days in advance of the written test date.
- G. Promotional testing will consist of a written examination, an oral board and/or an assessment process and a personnel jacket review.

III. Written Examination

- A. The written examination shall be the first step in the testing process.

- B. The written test will be administered by the City of Annapolis' Human Resources Division in conjunction with the Administrative Services Division.
- C. The envelope containing the written test results shall be opened in the presence of the Human Resources Manager or their designee, a member of the Union and the Police Chief or their designee. Human Resources will maintain the scores and forward a copy of the results to the Commander of the Administrative Division. The scores shall be posted, using a previously assigned identifier, in a conspicuous manner out of the view of the public.

IV. Oral Board and/or Assessment

- A. The oral board and any assessment process will be administered by the Administrative Services Division in conjunction with the City of Annapolis' Human Resources.
- B. Assessment is defined as an in-basket or preparatory exercise taken the same day as, and just prior to, the oral interview portion of the exam.
- C. At least ten days prior to the oral board/assessment process, a candidate schedule will be posted. Candidates who are scheduled for the oral interview and/or assessment process and fail to appear without prior notification, or within a reasonable time will be eliminated from the process and will not be eligible for promotion from the new eligibility list. Reasonable time is defined as realistic, based on the circumstances given by the candidate who failed to appear. The Human Resources Manager or designee shall have sole discretion in deciding if notification was reasonable.
- D. Individuals shall be selected by Human Resources Manager and/or their designee as assessor or oral board members. These assessors will be at least one rank above that being tested. The assessors or board members will be active members of an outside agency. Each board will consist of three (3) members. In cases where a member is not available due to unforeseen circumstances, the board may consist of two (2) members, but never less.
- E. Members of the oral interview board shall be the same for all candidates for promotion to a particular rank, unless an exception to a member of a board is exercised as described below.
 - 1. Candidates may challenge an assessor or board member for cause. Only one challenge is permitted for a board member or assessor by a candidate. Any challenge must be submitted in writing to the Commander of the Administrative Services Division within 3 days of the posting of the schedule.
 - 2. Each oral board member shall grade each candidate's interview and/or assessment on a 100 point scale per candidate. Each board member's total score for each candidate will be added together and divided by the number of board members to produce an Oral Interview Board score. Each Board member will sign the score sheet.

- F. Oral Boards will be either video or audio taped.
- G. There is no failing score for the oral interview.
- H. Oral interview scores will be calculated by Human Resources. The envelope containing the oral/assessment test results shall be opened in the presence of the Human Resources Manager or their designee, a member of the Union and the Police Chief or their designee. Human Resources will maintain the scores and forward a copy of the results to the Commander of the Administrative Division.

V. Personnel Folders

- A. Personnel folders will be examined by the Commander of the Administrative Division or their designee, in concert with the Human Resources Manager or their designee, and will score each candidate's folder as described in the scoring portion of this order.
- B. Candidates will be scored on the 12 months prior to the deadline date set for submitting an application for promotion. This is limited to Section V.D.1 and V.D.2 below.
- C. Candidates may review their file in the presence of the Commander of the Administrative Services Division or their designee, prior to the personnel jacket review process.
- D. The candidate's personnel folder counts five percentage (5%) points of the total score. Personnel evaluations will not be included in the factoring process. Points will be awarded as follows:
 - 1. Commendations- Maximum of 1.25 points complied as follows:
 - .10 Commendatory Letter
 - .20 Unit or Meritorious Service Commendation
 - .30 Special Services Commendation
 - .40 Distinguished Service Commendation
 - .50 Medal of Valor
 - 1.00 Medal of Honor

2. Discipline - Maximum of 1.25 point reduction as follows:
 - .10 Oral reprimand
 - .20 Letter of reprimand
 - .30 Loss of leave
 - .40 Loss of pay
 - .50 Suspension without pay
 - 1.00 Demotion
3. Education - Maximum of 2.5 points complied as follows:
 - .50 Associates Degree
 - 1.00 Bachelor's Degree
 - 1.50 Master's Degree
 - 2.00 LLB Degree
 - 2.50 Doctorate

** College or University must be listed in the accreditation database of the U.S. Department of Education's Office of Postsecondary Education.

VI. Scoring

Human Resources will total the scores of the following factors in the calculation of the eligibility list:

- A. The written examination score counts forty percentage (40%) points of the total score.
- B. The oral interview and/or assessment process will count fifty percentage (50%) points of the total score.
- C. Seniority counts five percentage (5%) points of the final score with one point for every two years of service (additional months pro-rated). Seniority will be counted for a maximum of 10 years of service through the deadline date set for submitting applications for promotions.
- D. Personnel folder review will count five percentage (5%) points of the final score based on the scoring as described in Section V.

VII. Eligibility Roster/List

- A. An eligibility roster/list will be posted by the Commander of the Administrative Division after the test results have been compiled using a composite of the scores of all the categories listed in Section III of this policy. The list will contain each candidate's score for all phases of the promotional process as well as a total score.

- B. A total cumulative weighted score of 70% or better is required to be on the eligibility list for promotion.
- C. Subject to the provisions of Section II A regarding situations where there is only one name remaining on a list for promotion to a certain classification, the Chief of Police will make their selection in accordance with the “Rule of Four.” The “Rule of Four” requires the Police Chief to make their selection from those applicants who place within the top or highest four positions on the eligibility list. When an applicant is so appointed, the Chief, to fill the next vacancy in the department, if any, from a list of applicants composed of the remaining and available three highest candidates on such list, plus the next or fifth highest scoring available applicant appearing on the eligibility list. All subsequent promotional appointments shall be made only in accordance with this procedure. If an applicant is eligible for promotion but is skipped, the Chief shall provide a written explanation to the applicant after being skipped three (3) times from the same eligibility list.
- D. Subject to the provisions of Section II A, the Chief will fill all open positions in excess of one, for Officer First Class, Corporal, Sergeant, and Lieutenant within 60 (sixty) days of the vacancy. One vacancy for each rank may remain vacant for an indeterminate amount of time.
- E. The Annapolis Police Department does not fill promotional vacancies for Officer first class through Lieutenant from members outside the Annapolis Police Department.
- F. The Department has the right to delay the filling of vacancies where candidates selected by the Chief are the subject of an open internal investigation or who are not released for full duty assignment until such time as the investigation concludes or the candidate returns to full duty.

VIII. Review and Appeal


- A. Candidates may challenge specific questions or the promotional process to the Human Resources Manager. The challenge must be filed within five (5) business days of the posting of the score of that portion of the process being challenged. Each challenge must be in writing and must set forth the nature of the challenge.
- B. Applicants may reapply for any new test when a new promotional process has been announced.
- C. The decision on the challenge shall be made by the Human Resources Manager within ten (10) working days of their receipt of the challenge, and it shall be in writing and sent to the candidate initiating the challenge. The Human Resources Manager may extend the time to respond for good cause with written notice to the candidate. The decision of the Human Recourses Manager is final and shall not be subject to the grievance procedure in the City Code or the grievance procedure in the collective bargaining agreement (CBA), except that it shall be subject to the grievance procedure in the CBA to the extent that it is a violation of the Collective Bargaining Agreement or this General Order.

Edward Jackson
Chief of Police

References: 1. Accreditation Standards 34.1.1, 34.1.2, 34.1.3, 34.1.4, 34.1.5, 34.1.6
2. United Food and Commercial Worker Union, Local 400 Contract

Revision: This General Order replaces General Order N.2 dated April 2010.

ATTACHMENT "D"

Annapolis Police Department	
 GENERAL ORDER	Number: Issue Date:

TO: All Personnel

SUBJECT: Take Home Car

PURPOSE

To establish criteria for general regulations pertaining to take-home vehicles.

POLICY

It is the policy of the Annapolis Police Department to provide take-home vehicles to sworn personnel pursuant to the provisions set forth in this General Order.

- A. General Order shall supersede the existing Sections I and II of General Order F.5 and The Pilot Take Home Car Program for Take Home Vehicles. All Officers currently subject to such GO F.5 and such Program are subject to the terms of this General Order which shall also apply to Officers who currently have take-home vehicles as a result of their assignment within the Department.
- B. Provision of vehicles under this policy is subject to delays associated with the acquisition of vehicles through purchase and/or lease, and from transfer of vehicles and due to vehicles in service or repair.
- C. This General Order is subject to the provisions in the Collective Bargaining Agreement between UFCW Local 400 and the Employer with respect to implementation time and manner.

I. ELIGIBILITY:

- A. Basic Eligibility: An Officer shall be eligible for a take home vehicle after successful completion of Field Training.
- B. Officers who reside within Anne Arundel County shall be provided a take home vehicle. Such Officers shall not have any restrictions on personal use of the take home vehicle within Anne Arundel County except as otherwise provided in 04 and 05 of this Policy and there shall be no reimbursement for use of the take home vehicle. Members of the Officer’s immediate family (defined as “spouse, child, brother, sister, parents or parents-in –law, grandparents, or guardians) are permitted to accompany the Officer when the Officer is operating the take home vehicle provided that the Officer is responsible for the behavior and appearance of the passengers.
- C. Officers who reside outside Anne Arundel County shall be provided a take home vehicle. The use of the take home vehicle shall be restricted to travel to and from Employer employment, except as provided in Section 04 and 05 of this General Order, and provided however that the Officers use their issued police vehicles for personal errands that occur while directly traveling to or from duty. Additionally, immediate family members as defined in Section 03 B of this General Order may ride in the police vehicle when it is necessary to facilitate an action that occurs while traveling directly to or from duty (i.e., dropping a spouse at work, or picking up a child from school). Immediate family members (as defined in Section 03B) may also ride in the police vehicle when they are attending a City function with the Officer.
- D. All Officers and Command Staff who reside outside Anne Arundel County and have take-home vehicles are subject to the reimbursement provisions.
- E. Officers who are assigned take home vehicles as a result of special assignment in the Department as determined by the Chief shall continue to be provided with take home vehicles but shall be subject to the provisions of this GO.

II. GENERAL REQUIREMENTS:

- A. Officers shall abide by General Order F1, and the regulations and policies of the Employer in effect from time to time applicable to the use of City vehicles.
- B. Secondary Employment. An Officer may use the Officer’s assigned vehicle for extra-duty assignments as long as the requirements of General order M.3 are met Use of vehicle for Secondary Employment outside the City limits is not permitted.
- C. Off Duty use of the Personal Patrol Vehicle (“PPV”)
 - 1. Police vehicles shall only be driven by authorized sworn members of the Annapolis Police Department. While using the vehicle off duty, Officers will monitor the police radio when within range of the system. Officers need not

advise the Police Communications Operator when going in or out of service, however, the officer will advise the dispatcher when responding to a call.

2. Off duty Officers will use their assigned number preceded by stating off duty when transmitting radio messages.
3. When operating a take home vehicle off duty, the Officer must be armed with an issued or approved sidearm and will carry the badge and Department identification card. Other enforcement equipment such as OC spray, handcuffs, ASP, extra ammunition and issued flashlight will be in the vehicle. Weapons kept in the vehicle must be out of the public view.
4. Portable radios, firearms other weapons and uniforms will be removed from the vehicle occupant area when the vehicle is unattended, such as when the vehicle is parked at a shopping center or overnight at the Officer's residence. This does not apply when the officer is temporarily away from the vehicle when on duty and can effectively exercise control over the vehicle. The officer shall prevent unauthorized persons from handling department issued weapons and equipment or approved weapons.
5. Vehicles must be locked at all times when not occupied.
6. So as not to give the public the impression the Department endorses or promotes a particular activity, political candidate or cause, Officers are prohibited from using the vehicle while engaged in political activities such as setting up signs or attending rallies, caucuses, promotional events or fund raisers, etc. Furthermore, no bumper stickers, decals, insignia, banners or placards of any type may be attached to the vehicle.
7. Vehicles will not be operated after the officer has consumed any amount of alcohol. PPV's will not be operated after the officer has consumed any drug that impairs their ability to operate the vehicle. No alcoholic beverages will be carried in the PPV except when they are seized as evidence or contraband. When operating the vehicle off-duty, the police radio must be kept on.

D. Miscellaneous

1. The Employer shall have the right to install and utilize GPS tracking on take home vehicles or use GPS through the car radio for the enforcement of this GO and for investigation of complaints.
2. Officers on leave in excess of five consecutive assigned work days, whether sick leave, annual leave or administrative leave other than for training purposes, and Officers on leave without pay must arrange for delivery of the vehicle to their Division Commander. If an officer is so ill they cannot bring their vehicle to the station, arrangements will be made to have the vehicle picked up. This subsection also applies to Officers who are on leave due to work related injury/illness in excess of five (5) consecutive work days.
3. Officers whose police powers have been suspended must deliver the vehicle to their Division Commander.
4. The Employer shall have the right to assign specific vehicles to Officers and to change vehicle assignments in its discretion.

E. Off Duty Enforcement

5. Off duty Officers are not expected to be strict enforcers of traffic law violations. The Transportation Article of the Annotated Code of Maryland §16-112 only requires motorists to exhibit their operator's license to uniformed police Officers. The Transportation Article of the Annotated Code of Maryland §13-409 requires the motorist to exhibit the registration card upon demand of any police officer who identifies himself as such.
6. Traffic collisions encountered by Officers in a vehicle will be handled in accordance with Department policy. Fatal collisions, personal injury collisions, hit and run collisions when evidence or witnesses exist and collisions involving government owned vehicle, these collisions will be handled by on-duty units.
7. While operating a PPV, Off duty Officers are required to respond to incidents to calls for service which come to their attention through any of the following means: (1) on view; (2) citizens; (3) radio monitored activity of a serious nature occurring within reasonable proximity to their location. Additionally, whenever it appears that an officer's immediate response may result in the prevention of a crime or apprehension of a criminal, he/she will respond and initiate or assist in any police action. The operating officer is responsible for the safety of all vehicle passengers.
8. Seat belts will be used by vehicle operators at all times and by all passengers in the vehicle. Only those safety seats approved by the U.S. Department of

Transportation will be used to restrain infants and toddlers. Safety seats will be removed from the passenger compartment when not in use.

9. Minor incidents, encountered while operating a vehicle off duty including disabled vehicles, stranded motorists and citizens in need of assistance will be handled and cleared by the off duty officer. In situations which dictate the writing of a report by the off duty officer, the report will be completed as soon as possible upon returning to duty. Completed off duty initiated reports shall be placed on the on Officer's supervisor's desk

III. LIGHT-DUTY ASSIGNMENTS: Officers on light-duty are not eligible to participate in the Take Home Car Program

IV. MAINTENANCE, APPEARANCE AND EQUIPMENT:

- A. Equipment shall be carried as specified by the officer's assignment, i.e., processing kit for a post car. Forensic Services shall ensure that processing kits are supplied to each vehicle as required.
- B. Officers will keep the interior of their vehicle clean and will wash the exterior once a week or as necessary to keep the vehicle clean.
- C. Officers will inspect the condition of the vehicle and the vehicle's fluids as outlined in General Order F.1.
- D. Officers may not make alterations to vehicles without the approval of the Commander of the Administrative Services Division. Officers will not connect to the electrical systems of any vehicle, other than via a cigarette lighter adaptor. Any other equipment that is purchased for installation into an APD vehicle by a member must be approved by the Administrative Commander prior to installation. The Commander of the Administration Services Division is also responsible for the installation and removal of the additional equipment. The department is not responsible for the replacement of any personal equipment.
- E. Officers are responsible for scheduling preventive maintenance and care of the vehicle. All maintenance and service will be performed while on duty, when practical and subject to the judgment of the Chief of Police. Issued weapons such as shotguns and nightsticks, etc. will be removed from the vehicle when it is left for service.
- F. Officers shall report any damage to their assigned vehicle promptly.

- G. Officers shall replenish supplies used during the normal course of their duties promptly.
- H. Officers shall report any equipment that is lost or missing in a timely fashion and request a replacement item.
- I. Non-original equipment shall not be installed in, or attached to, any vehicle unless authorized by the Chief of Police or Division Commander.
- J. When operating the vehicle in plain clothes, an officer shall wear appropriate attire.
- K. The Employer mechanic must oversee the installation of any electrical equipment authorized by the Chief of Police or Division Commander beyond what was originally installed as standard Departmentally approved equipment.

EXCEPTION: The Chief of Police or the Fleet Manager may approve an outside contractor to install electrical equipment in police vehicles.

V. SMOKING: Smoking is prohibited in City vehicles.

VI. ADMINISTRATIVE SANCTIONS:

- A. Administrative removal from the take-home car program is authorized in circumstances wherein an officer is deemed to have been neglectful or abusive in the use of their assigned vehicle.
- B. The take-home car program is a benefit and a responsibility. Its use is to be considered a privilege and not a right. As such, Officers who violate this policy may be subject to removal from the program.
- C. The Chief of Police reserves the right to remove an officer from the take-home vehicle as a disciplinary action.

The Employer will be incorporating the provisions of Sections III-VI of GO F5 into the final version of this Policy.

ATTACHMENT "E"

TO: All Personnel

SUBJECT: Employee Drug Testing Program

PURPOSE

The purpose of this General Order is to establish guidelines for drug and alcohol testing.

POLICY

It shall be the policy of the Annapolis Police Department to test its employees for drugs and alcohol. Fair and reasonable testing methods will be used to enforce this policy, including voluntary testing, random testing, reasonable suspicion testing and post-accident testing. This General Order is not applicable to applicant testing. Violation of this policy shall result in disciplinary action up to and including termination.

DEFINITIONS

Except where the context otherwise requires, as used:

- A. Alcohol — means drinks made by fermenting fruit juices, sugars and fermentable carbohydrates with yeast to form alcohol. These include beer, malt liquor, cider, wines, spirits such as brandy, gin and rum, liqueurs from distilled spirits and fortified wines.
- B. Drug - means amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein and those contained in the Controlled Dangerous Substance statutes.
- C. Drug test - means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
- D. Initial drug test - means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens.
- E. Confirmation test - means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. May also be referred to a confirmed test or confirmed drug test.
- F. Employee - means any person who works for salary, wages, or other remuneration for the Annapolis Police Department.
- G. Prescription or nonprescription medication - means a drug or medication obtained pursuant to a prescription or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

- H. Property — includes, but is not limited to, city owned vehicles, desks, lockers, containers, storage units and file cabinets.
- I. Reasonable suspicion drug testing - means drug and or alcohol testing based on a belief that an employee is using or has used drugs or alcohol in violation of the APD's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon but not limited to:
 - 1) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - 2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - 3) An outside report of drug or alcohol use.
 - 4) Evidence an individual has tampered with a drug test during employment with APD.
 - 5) Information an employee has caused, or contributed to, an accident while at work.
 - 6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, outside of department policy, while working or while on city property or while operating a city vehicle, machinery, or equipment.
 - 7) Serious bodily injury means an injury to any person, including the employee, which consists of a physical condition that creates a substantial risk of death, serious personal disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

I. General

- A. Members of the agency shall not take any illegal drugs, dangerous substances or prescription drugs whether on or off duty, unless prescribed by a person authorized to do so.
- B. Members shall not report for duty under the influence of an intoxicating beverage or consume intoxicating beverages while on duty, unless approved by a supervisor for law enforcement purposes.
- C. Any member who takes prescription or nonprescription medication which may impair judgment or prohibit a member from performing regular duties must notify their supervisor immediately. The supervisor will be advised of the specific medication being taken. The supervisor will provide the member with further instructions after determining the effects the medication may have on the employee's judgment and ability to perform their assigned duties.
- D. All property belonging to the department or on departmental property is subject to inspection at any time, without notice.

- E. Employees who have a reasonable suspicion to believe another employee is illegally using drugs or is under the influence of alcohol shall report the facts and circumstances immediately to their supervisor or the Internal Affairs Section.

II. Voluntary Submission

- A. Members of the Annapolis Police Department who believe they have been contaminated by or exposed to any CDS or other hazardous substance may voluntarily submit to a reasonable suspicion chemical test.
- B. The member must notify their immediate supervisor who shall accompany the member for the test. The supervisor will remain at the testing facility until the submission is complete and the results are available.
- C. The member shall author an administrative report detailing the facts and circumstances concerning the contamination or exposure prior to submitting to the test.

Upon completion of the initial test the immediate supervisor will consult with the division commander for the appropriate action.

III. Random Testing

- A. All sworn personnel are required to submit to unannounced drug testing when selected pursuant to the random selection process established by Human Resources.
- B. Civilian personnel who may come in contact with or handle narcotics are required to submit to unannounced drug testing when selected pursuant to the random selection process established by Human Resources.
- C. Human Resources will notify the Administrative Division of the personnel randomly selected to submit to drug testing.
- D. The Administrative Division will notify the individual's supervisor of the person selected.
- E. The supervisor will complete the necessary paperwork and order the employee to submit to the drug testing as scheduled. If the employee cannot respond as scheduled the supervisor must briefly document the reason.
- F. If an employee is selected but is not working the supervisor will notify the Administrative Division of the date the employee is to return to work. The supervisor will ensure the employee reports for the testing immediately upon the employee's return to work.
- G. The supervisor will document that the employee submitted to the test and forward the documentation to the Administrative Division.
- H. Specimens will be collected and tested by an approved laboratory.

IV. Reasonable Suspicion Testing

If a member of the APD is accused of consuming alcoholic beverages prior to duty or while on duty, without supervisor permission, or accused of unlawful use of a Controlled Dangerous Substance the member will submit to drug testing.

- A. Upon receiving an accusation the supervisor will immediately contact the accused member and advise the member not to operate any vehicle. The supervisor will respond to the accused member's location and transport the member for testing.
- B. If the member is accused of consuming an intoxicating beverage the supervisor shall:
 - 1. Transport the accused to the Breathalyzer test and witness the administering of the test.
 - 2. Note and record the elapsed time between the initial report of the accusation and the actual time you observed the member's condition and the administration of the Breathalyzer test.
 - 3. The test shall be administered as soon as possible after the allegation. There is not a two hour time limit.
 - 4. Complete an administrative report and forward through appropriate channels.
- C. If the member is accused of unlawful use of a Controlled Dangerous Substance the supervisor shall:
 - 1. Note and record the appearance and demeanor of the accused.
 - 2. Accompany the accused member to the approved testing facility for the initial drug test.
 - 3. Remain at the facility with the accused member until the submission is complete and you have received the initial drug test results.
 - 4. Complete an administrative report and forward through appropriate channels.
 - 5. Specimens will be screened immediately and the results provided to the supervisor. Negative result specimens will be destroyed. Positive results will be sent to an approved laboratory for confirmation.

V. Post Accident

All employees, including employees holding positions that are non-safety sensitive functions, may be required to immediately submit to both drug and alcohol testing when the supervisor has objective facts giving them reason to believe that the employee is at least partly responsible for an accident while the employee is at work, so long as the accident (a) causes at least \$500 in damage or causes personal injury, and (b) the accident involves a city vehicle or occurred while operating City equipment.

VI. Positive Test Results

- A. Human Resources will notify the Administrative Division of positive test results from random and confirmation tests.
- B. If the member submitted to a reasonable suspicion test the supervisor will be notified of the initial test results prior to leaving the testing facility.
- C. Supervisors shall suspend the police powers of any sworn member who tests positive for a Controlled Dangerous Substance. If the member is a civilian that member will be immediately transferred from their sensitive position.
- D. Supervisors will suspend the police powers of a sworn member who takes a Breathalyzer test and records a blood alcohol content (BAC) higher than 0.0. Supervisors should not allow officers or civilians to operate their personal vehicles with a BAC higher than 0.0.
- E. Suspensions shall be done in accordance with General Order G.3.
- F. Supervisors shall notify the Internal Investigation Section and complete an administrative report.

VII. Refusal to Submit to Testing


- A. Supervisors will order members to submit for testing for all tests.
- B. Failure to comply with this policy is grounds for disciplinary action up to and including termination.
- C. Members who refuse to submit to a test will be suspended from duty in accordance with General Order G.3.
- D. Members who fail to report for the test without prior approval will be deemed to have refused to take the test and will be suspended from duty.
- E. Supervisors must notify the Internal Investigation Section immediately of the refusal and an investigation will be initiated.

Edward Jackson
Chief of Police

References	
1	Accreditation Standards: None
2.	General Order G.1 Investigation of Complaints Against Personnel
3.	General Orders G.3 Suspension from Duty

Revision: This is a new General Order

ATTACHMENT "F"

<h1>Annapolis Police Department</h1>	
 <h2>GENERAL ORDER</h2>	Number: A.4 Issue Date: May 2015

SUBJECT: Departmental Advisory Board

PURPOSE

The purpose of this General Order is to establish guidelines for the Departmental Advisory Board.

POLICY

It shall be the policy of the Annapolis Police Department to establish a Departmental Advisory Board. The Advisory Board was developed as a viable means of communication which encourages a cooperative effort towards the mission of the Annapolis Police Department.

I. Membership Designation

- A. The Chief of Police shall be the chairperson of the Advisory Board.
- B. The members of the Advisory Board shall be from the various sections or divisions.
- C. Membership is voluntary.

II. Responsibilities

- A. Members of the agency are responsible for:
 - 1. Presenting their differences, concerns, complaints and suggestions in good faith to a member of the Advisory Board.

2. Any comments related to the representative may be made anonymously.

B. Representative members are responsible for:

1. Periodically surveying their section or division to determine if there are any differences, concerns, complaints or suggestions to be considered by the Advisory Board.
2. Ensuring their attendance.
3. Presenting differences, concerns, complaints or suggestions at the next scheduled Advisory Board meeting.
4. Reporting on all Advisory Board activities to the represented members of their section or division.

C. The Advisory Board chairperson (Chief of Police) shall be responsible for:

1. Ensuring the matters brought before the board are objectively considered or resolved prior to the next meeting of the Advisory Board.
2. When appropriate, communicating matters regarding the effort and conformance to the Department's mission to the Mayor of the City of Annapolis.
3. Meetings will be scheduled at the discretion of the Chief of Police but at least quarterly.

Edward Jackson
Chief of Police

References
1. Accreditation Standards: None

Revision: This General Order replaces General Order A.4 Departmental Advisory Board Dated July 2004