

**AGREEMENT
BETWEEN**

**THE CITY
OF GREENBELT
AND**

**FRATERNAL ORDER OF
POLICE LODGE NO. 32**

EFFECTIVE:

**July 1, ~~2017~~2020 – June 30,
~~2020~~2021**

PREAMBLE

This AGREEMENT, made this 18 day of June, ~~2017~~2020, between the City of Greenbelt, Maryland, hereinafter referred to as the "City," the Greenbelt Police Department, herein after referred to as the "Department" and the Fraternal Order of Police Lodge No. 32, ("FOP Lodge 32), hereinafter referred to, as the "Union" shall be effective as of July 1, ~~2017~~2020.

WHEREAS, the City, the Department and the Union, in consideration of the mutual covenants and promises herein contained, do hereby agree that the terms of the Agreement are as follows:

ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1.1. - Recognition.

The City recognizes the Union as the exclusive representative of Employees, as defined in Section 1.2(a) of this Article, for the purpose of negotiating collectively with the City pursuant to Sec. 13-231 thru Sec.13-243 of the Greenbelt City Code, with respect to wages, hours, and other terms and conditions of employment.

Section 1.2. - Unit Description.

The unit shall consist of all sworn probationary police and non-probationary police officers (hereinafter "Employees"), excluding captains, lieutenants, confidential, managerial and all other employees of the Department and the City.

Section 1.3. - Probationary Employees.

- (a) All newly hired Employees covered by this agreement shall serve a probationary period as outlined in paragraphs (b) and (c). The City may, during such probationary period, in its sole discretion dismiss, layoff or transfer such Employees and no grievance shall be filed or claimed by such Employees or on behalf of any of them by the Union for or on account of any such action of the City during said period. Grievances may be filed by probationary Employees on issues other than those listed above.
- (b) Employees hired as Police Officer Candidates and who attend an officer training academy approved by the Maryland Police Training Commission shall serve a probationary period of 12 months from the date they are first employed by the Police Department as a Probationary Police Officer.
- (c) Employees hired into the Unit as Lateral/Experienced Police Officers, excluding former Greenbelt Officers rehired pursuant to past practices, shall enter service at a rank no higher than Police Officer Grade 6 and shall serve a probationary period between 6 and 12 months from the date they are first employed by the Police Department which shall be at the discretion of the City.

- (d) The Chief of Police shall have the right to extend the probationary period for any newly hired Employee at his discretion for a period not to exceed six (6) months or longer if such time as is necessary to account for time lost due to required leave, so long as said extension does not exceed the actual amount of time lost due to required leave.

ARTICLE 2 - AUTHORIZED DUES AND SERVICE FEES DEDUCTIONS

- (a) No Employee is required to join or not join the Union. The City agrees to deduct from the earnings of each Employee, who chooses to join the Union and who has properly authorized such deductions in writing by a proper authorization card duly executed, membership dues to be remitted to the Union as indicated below. The Union shall provide each Employee executing an authorization card a copy of such card clearly indicating that such authorization shall be irrevocable for the period of one year and shall be automatically renewable from year to year thereafter, unless written notice of termination by the Employee is given to the City at least 30 days prior to the anniversary date of the authorization.
- (b) Any Employee hired after February 12, 2007, who elects not to become a member of the Union or who terminates membership in the Union will be required to pay a service fee in lieu of Union dues as a condition of employment or continued employment. The amount of the service fee shall not exceed the amount of the then current Union dues. The service fee shall be used exclusively by the Union to defray the costs incurred by the Union in the negotiation, administration, and implementation of the terms of this Agreement, including the representation of Employees in the processing of grievances, in the defense of disciplinary actions, in the protection and improvement of merit system rights, in any and all of the proceedings and matters or other purposes lawfully permitted for which the Union has been certified as the Employee's exclusive representative. No portion of the service fee shall be used for political purposes.
- (c) The periodic dues or service fees deducted during any pay period from the pay of the Employees pursuant to this Article shall be remitted to the Union within fourteen calendar days following each payroll deduction. Payroll deductions for Union dues and service fees will begin on the first possible payroll following the receipt of the signed Authorization Cards by the City Office of Personnel but in no case, later than three weeks following that receipt.
- (d) The designation of dues deductions or service fees pursuant to this Article shall be made on a form supplied to the Employees by the Union, which has been approved by the City.
- (e) The amount of the dues or service fees deducted shall remain the same until the Union certifies in writing to the City, over the signature of an authorized officer of the Union, that such dues and/or service fees have been lawfully changed and what the new deduction will be each pay period. The City shall be notified in writing at least one month in advance of the effective date of such a change.

- (f) The Union shall indemnify and save the City harmless of any and all claims, grievances, actions, suits and other forms of liability or damages that arise out of or by reason of the collection and disposition of the dues and/or service fees deducted under this Article as soon as they been remitted by the City to the Union.

ARTICLE 3 - RIGHTS OF EMPLOYEES/UNION REPRESENTATIVES

Section 3.1. - Selection of Grievance Representatives.

The Union shall have the right to designate four (4) Employees as grievance representatives. They shall be selected in any lawful manner determined by the Union from among those actively employed by the City. The Union shall furnish the Chief of Police with a roster of local officers and grievance representatives and the Union shall promptly inform the Chief of Police in writing of any changes regarding these Union representatives.

Section 3.2. - Non-Discrimination.

The City and the Union shall not discriminate against any Employee because of race, sex, creed, religion, color, age, national origin, physical or mental handicap, occupation, marital status, political opinion, sexual orientation, personal appearance, or his membership or non-membership in the Union as it relates to the enforcement and administration of this Agreement.

Section 3.3 Individual Representation

Notwithstanding any other provision in this Agreement, an individual Employee may present a grievance at any time to the City without the intervention of the Union, provided that the Union is advised in advance of said grievance and is notified of the specific disposition of the matter, and provided further that any adjustment made shall not be inconsistent with the terms of this Agreement.

Section 3.4. - Union Visitation.

With permission of the Chief or his/her designee, representatives of the Union, which may include attorneys retained by the Union shall have reasonable access to the City premises for the purpose of conferring with grievance representatives regarding a step meeting in the grievance procedure. Such permission shall not be unreasonably withheld by the City.

Section 3.5. - Union Representation.

- (a) After giving five (5) calendar days' notice to the Chief of Police or his designee, one Union designated grievance representative shall be granted reasonable time off during working hours with pay when he is engaged in presenting a grievance under Steps 1-3 of Article 17 of this Agreement where it will not interfere with the operations of the Department.

- (b) Two Employees who are Grievance Representatives including Union President, shall be permitted to attend ERB hearings on a paid basis if held during their regular work hours.
- (c) The City reserves the right, at its option and after five days' notice to the Union, to schedule grievances during non-working hours.

Section 3.6. – General Order Review Committee.

The Union shall have the right to designate one Employee to serve as its representative to and attend meetings of the General Order Review Committee. Any new or revised General Order that is not reviewed by the General Orders Review Committee prior to its effective date shall be provided to the Union President or his designee, who shall have the same time as a Division Commander to respond prior to the effective date of the General Order.

Section 3.7. - Use of Bulletin Boards Inter-Office Mail and Electronic Mail.

- (a) The City agrees to provide bulletin boards to the Union for the purpose of allowing the Union to inform its membership of Union business. The bulletin board locations shall be in the Patrol Squad Room and Department Mail room.
- (b) Material posted by the Union shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all notices being posted to the Chief of Police or his designee prior to the posting.
- (c) The Union shall continue to have use of the Departmental inter-office mail system as well as electronic mail (e mail) and voice mail for bargaining unit wide distribution of Union materials for the purpose of allowing the Union to inform its membership of Union business. However, Departmental clerical staff shall not be used to place Union material in individual mailboxes. The content of communications sent by the Union via e mail and voice mail shall not violate criteria generally applicable to the posting of notices on City property. The Union agrees to provide copies of all e mail and voice mail to the Chief of Police or his designee at the time of distribution.

Section 3.8. - Union Orientations/Briefings.

- (a) With prior approval of the appropriate Division Commander or designee, the Union will be permitted to make presentations, of reasonable length, to departmental personnel.
- (b) During an Employee's orientation, the City Office of Human Resources will distribute information to the Employee related to Article 2 - Authorized Dues and Service Fees Deductions of this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- (a) The City shall retain the exclusive right and authority, at its discretion, to maintain the order and efficiency of the public service entrusted to it, and to operate and manage the

affairs of the City and the Department in all aspects including, that provided by State law, City Charter, City Code, except where abridged by an express provision of this Agreement.

- (b) The Union recognizes that the following rights, which are in no way wholly inclusive, belong to the City exclusively except where abridged by an express provision of this Agreement:
1. To determine the budget of the City and the Department, including all financial obligations and expenditures and to exercise its taxing authority;
 2. To determine the ways and means to allocate funds to its various departments and projects;
 3. To establish methods and procedures for fulfilling its mission;
 4. To determine how and when to deploy its personnel;
 5. To establish, suspend, relocate or discontinue operations, facilities, stations, and services and to furlough and reduce personnel;
 6. To adopt reasonable rules, regulations and General Orders pertaining to the Department's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of this Agreement, provided that during negotiations for a collective bargaining agreement, the Union and the City shall have the right to discuss and agree upon rules, regulations and General Orders.
 7. To determine the way personnel will be used to effectuate the mission to ensure the public safety;
 8. To determine staffing, including, but not limited to, the use of full and part-time police officers, police officer candidates, cadets, or reserve police, and the number of such staff;
 9. To suspend, demote, discharge or take disciplinary action against Employees with just cause and subject to the provisions of the Law Enforcement Officers' Bill of Rights or any amendment or successor thereto;
 10. To discharge Employees it reasonably believes to be involved in a strike consistent with the provisions of the Law Enforcement Officer's Bill of Rights or any amendment or successor thereto;
 11. To determine the qualifications of Employees for appointment, promotion, step increases and to set the standards of performance, appearance and conduct.

ARTICLE 5 - HOURS OF WORK

Section 5.1. Regular Work Period- General

The Regular Work Period, Shifts and Schedule for Employees shall be as set forth in this Section:

- (a) An Employee shall be given ten (10) days' notice of any change in his/her work schedule. If a transfer occurs without a ten (10) day notice the employee is entitled to overtime for shifts worked during the timeframe. The ten (10) day notice may be waived when mutually agreed upon by the Chief of Police or designee and the affected member with notification being made to the Union. The Department shall not be required to give advance notice of a change in Regular Work Period, Shifts or Schedule of any Employee, nor shall the Employee shall be entitled to additional compensation herein as a result of the lack of notice in the event of natural disasters, acts of God, civil emergencies, or homeland security events as determined by the Chief of Police or his designee.

Section 5.2 - Uniform Patrol Division

The Employer and the Union have agreed upon a new schedule for the Patrol Division for July 1, 2020 through June 30, 2021. This schedule is contained in a memorandum dated May 20, 2020 attached as Exhibit B to this Agreement.

- ~~(a) Triangle Shift Plan. Except as provided in this Section, employees assigned to the Uniformed Patrol Division shall work the triangle shift plan. In this plan, scheduled shift work days are 8.5 hours long. On a weekly basis, Employees shall work either 34 hours or 42.5 hours. On a biweekly basis, an Employee shall work between 68 hours and 85 hours. In no event will an officer be regularly scheduled to work in excess of 170 hours in a 28 day work period. For the entire 32 week shift rotation cycle, police officers work an average of 39.8 hours a week.~~
- ~~(b) The following rules shall apply for the accounting of time Employees participating in the triangle shift plans.
 - ~~1. For the purpose of accounting for payment of overtime as set forth by the requirements of the Fair Labor Standards Act, the designated work period for Employees shall be 28 days.~~
 - ~~2. An Employee who works scheduled shift days or takes approved leave shall be paid a base pay computed on the basis of 80 hours of work for each pay period.~~
 - ~~3. If an Employee works hours in excess of the regular shift schedule hours, the Employee shall be paid overtime at a rate of 1.5 times the regular hourly rate for the excess hours.~~~~

- ~~4. If an Employee is absent without approved leave, the officer's pay shall be reduced from 80 hours by the number of hours of unauthorized absence from scheduled work.~~
- ~~5. An Employee who takes approved annual or sick leave shall have his/her accumulated annual or sick leave reduced by the number of scheduled work hours the employee is absent from work.~~
- ~~6. If an Employee terminates employment, payroll accounting shall make a determination as to whether any adjustment in final pay is required to reflect actual hours worked up to that point in the shift schedule.~~
- ~~7. The workday shall include a paid meal period which must be taken within the regular scheduled shift hours. Employees participating in such meal period shall be in on duty status and subject to immediate call as determined by the demand for police service.~~
- ~~8. Other Employees assigned to Uniform Patrol Division who are not working in a triangle plan shall continue current practice with respect to scheduling and over time.~~

(ae) During this Agreement, The Department and the Union shall have the right to meet to discuss proposed alternative schedules to the current schedule set forth in Exhibit B Triangle Shift Plan. Any changes to said the Triangle Shift Plan shall be agreed upon by both parties prior to implementation.

Section 5.3 K-9

~~All Employees assigned as K-9 officers who are assigned K-9 duties, shall be under the same schedule as the Patrol Division in Section 5.2. assigned to work a rotating 10 hour shift on a 4/3 day cycle of rotation. K-9 officers who are assigned K-9 duties shall be permitted to retrain in the discretion of Division Commander. Employees assigned as K-9 Officers who are assigned K-9 Duties shall be paid overtime at 1.5 times their regular hourly rate for all hours worked beyond 10 hours in a regular 10 hour shift.~~

~~The Department shall have the right to assign canine officers who are detailed to the K9 Unit to the Patrol Division on the triangle or mutually agreed upon shift in that Division in the event that a shift in the Division falls below 5 officers due to extended absence or injury of a Patrol Division officer for more than 30 calendar days.~~

Section 5.4 - Other Employees.

- (a) All other Employees shall work a schedule that is determined by the Division Commander and/or the Chief of Police, including any current practice for scheduling such Employees on flex to minimize overtime.
- (b) The Department shall distribute the schedule to Employees.

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ARTICLE 6 - LAYOFFS AND FURLOUGHS

If the City determines that it will make furloughs or reductions in force from Employees covered by this Agreement, it shall first meet with the Union to discuss the effects of such decision.

However, subject to operational needs of the Department, seniority shall be used to determine the order of layoffs.

ARTICLE 7 - COMPENSATION

Section 7.1. – Wage Rates and Adjustments.

- (a) The City and the Union agree to maintain a separate Pay Plan for Employees. For the Fiscal Year 2021 commencing July 1, 2020, the City will not provide annual step increments or annual cost of living adjustments (COLA). The City shall meet with the Union to review the financial performance of the City and negotiate whether those results will support restoration of step increases and COLA no later than the first week of January 2021.
- (b) Salary scales for Fiscal Years 2018 (July 1, 2017) through 2020 (June 30, 2020) are as provided in Exhibit A. The salary scale effective July 1, 2017 contains an increase to all pay grades and steps and will increase 5%. This increase corresponds with the elimination of the 5% City contribution to the deferred compensation effective on the same date.
- (c) The implementation date for all changes in pay that are required under this Agreement shall be the effective date provided for in this Agreement.
- (d) Employees who receive a promotion in rank shall receive the following increases in pay on the effective date of the promotion.

From Police Officer to Police Officer First Class- 5%
From Police Officer First Class to Master Police Officer- 2.5%
From Master Police Officer to Corporal- 2.5%
From Corporal to Sergeant- 5%

On the effective date of the promotion, the Employee shall be placed at the step for the appropriate rank which is ~~eloses~~ closest to but not less than the product of the Employee's hourly rate on the day prior to the promotion times the applicable increase.

Section 7.2. - Salaries for Probationary Police Officers.

- (a) Upon successful completion of the Training Academy, these Employees will be paid at the PO Step 1-2 rate in accordance with the applicable pay schedule in Exhibit A.

- (b) After a total of one year (12 months) of satisfactory performance, these Employees will be paid at the PO Step 2-3 rate in accordance with the applicable pay schedule in Exhibit A.

Section 7.3. - Annual Step Increments.

In accordance with Section 7.1, for the Fiscal Year 2021 commencing July 1, 2020, the City will not provide annual step increments.

~~After initial placement as set forth in Section 7.1 of this Agreement, Employees shall receive an annual step increment effective on the Employee's anniversary date. Initial placement shall not change or affect the Employee's anniversary date. Before receiving an annual step increment, an Employee must have evaluation scores of at least "3" (consistently meets standards) on each of the applicable rating components of the written annual performance evaluation immediately preceding the anniversary date.~~

~~In each of the years of this Agreement, the City shall pay a step increase for those Employees who are eligible for and meet the requirements for such a step increase under the provisions of this Section.~~

Section 7.3.1 Suspension of the Step Increment

During the Agreement, the City reserves the right to suspend all annual step increments provided for in this Agreement by decision of the City Council provided that the City suspends any step or annual increment for other City employees who are not included in the bargaining unit. This Section shall not be in effect for the duration of this 2017 Agreement.

Section 7.4 – Acting Pay.

When Employee assumes the duties of a higher rank in an acting capacity as a result of a request by a Divisional Commander for a period in excess of fourteen (14) consecutive days (including scheduled days off, approved holidays, approved sick leave of two (2) days or less, and approved emergency annual leave, but excluding time for which an Employee is otherwise on leave status), he/she shall receive, retroactive to the first (1st) day in such acting capacity, a rate of pay equal to the rate he/she would receive upon promotion to the acting rank, and he/she shall continue to be paid at that rate until relieved of the position by the person for whom he/she is acting, or by a superior authority, except he/she shall not receive acting pay after being on leave status for more than five (5) consecutive days, and provided further that no acting pay is authorized for any Employee who is acting in the absence of another Employee who is on extended approved leave for the purpose of Union business.

Section 7.5. - Residency Bonus.

- (a) Employees residing in the City of Greenbelt shall receive a bonus of \$250 per month from the time of their residency until their City residency ends.

- (b) The City shall continue to provide Employees \$2,000 toward purchase of home in the City of Greenbelt during the term of this agreement.

Section 7.6 - Deferred Compensation

The City shall terminate its matching contributing to the 401(a) plan. Officers may select to voluntarily contributed to the 457 plan in accordance with its terms.

Section 7.7 Annual Cost of Living

In accordance with Section 7.1, for the Fiscal Year 2021 commencing July 1, 2020, the City will not provide annual cost of living adjustment.

~~In each of the years of the contract, effective July 1, 2017, employees of the bargaining unit will be granted a 2% cost of living adjustment. Should this agreement expire and Article 28 of this contract be invoked by either party, the annual cost of living adjustment shall not be a reoccurring benefit.~~

ARTICLE 8 - PROMOTIONS

The City shall observe the promotional process contained in GO 414 with an effective date of July 1, 2017, during the term of this agreement for promotions within the Unit. Provided, however, that in the event that CALEA standards with respect to promotion process change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

ARTICLE 9 - PREMIUM PAY

Section 9.1 – Overtime/Compensatory Time.

- (a) For purposes of computing overtime, previously approved paid leave and under current practice, sick leave, shall be treated as time worked.
- (b) Compensatory time:
1. Employees have the option to receive overtime compensation in the form of compensatory time off with pay at the rate of time-and-one-half the amount of time worked in an overtime status in lieu of paid overtime.
 2. The option to earn compensatory time in lieu of paid overtime will be exercised by completing the “compensatory time” portion at the time an overtime slip is submitted.
 3. An Employee may accrue at any given time up to a total of 120 hours of unused compensatory time, and carry over this amount from one year to another. If an employee is due to be paid compensatory time in excess of 120 hours, the

Employee will be paid the excess in the next paycheck after the Employee exceeds 120 hours accrued.

4. Scheduling of the use of compensatory time shall be undertaken pursuant to the policies and procedures of the Department.
 5. Upon termination of employment for any reason, any unused accrued compensatory time will be paid out at the Employee's regular hourly rate of pay.
- (c) For purposes of computing overtime or other premium pay under Section 9, answering the telephone while off duty-duty to participate in a mandatory readiness call out exercise shall not be treated as compensable time.

Section 9.2. - Shift Differential.

Employees shall receive a shift differential of \$1.50 for all hours worked between 7:00 pm and 7:00 am.

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Section 9.3 – On Call Pay.

Employees who are placed in an on call status shall be compensated at the rate of Five Dollars (\$ 5.00) per day that the Employee is actually on call.

Section 9.4 - Call-in-Pay.

Employees called into work outside their regular shift shall receive a minimum of three hours pay at time and one-half (premium pay). Pay shall start immediately upon notification of an immediate call-in. In the case of a delayed response, or advance notice of the call-in, the Employee's pay shall start 30 minutes prior to the designated arrival time. Call in pay shall be in addition to and shall not be offset by On-call pay. Guaranteed minimum hours which are not worked but which occur during the shift differential time shall be subject to payment of the shift differential. Employees who receive and answer work-related calls, messages and/or texts outside of their regular shift shall be compensated for a minimum of 30 minutes at their time and one-half (premium pay) rate of pay provided that the on-duty supervisor approved the call, message or text message.

Section 9.5. - Court Time.

- (a) When an Employee is required to attend a work related court, a work related MVA hearing, or summoned to a location to give a work related deposition on his/her non-scheduled working hours, compensation will be at a minimum of three hours at the overtime rate.
- (b) When an Employee is required to meet with the State's Attorney or his/her Assistant State's Attorney or the U.S. Attorney or the Assistant U.S Attorney outside of their work hours, and such meeting has been pre-approved by the Chief of Police or his/her designee, the Employee shall be compensated for a minimum of three hours at the overtime rate. In the event that this court preparation minimum time overlaps with a scheduled court time, only one minimum will apply.

Section 9.6. - Field Training Officer Compensation.

Employees who are assigned a recruit and/or lateral officer and perform Field Training of such recruit and/or lateral officer for six hours or more in a single day will receive \$50.00 per day. Employees who perform training less than six hours per day will receive no compensation, except as otherwise determined by the Department in its discretion.

Section 9.7 - Canine Pay.

The premium pay described in this section will apply to Employees certified as K-9 Officers who are assigned and perform K-9 duties.

- (a) Except as provided below, on each workday, K-9 Officers shall be paid, in addition to their regular pay and any premium pay earned, 60 minutes of overtime pay, at time and

one half, based on the prevailing state rate of minimum wage, as compensation for transporting, feeding, grooming, exercising and otherwise caring for the dog;

- (b) On each non-workday, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half based, on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog;
- (c) On a paid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.
- (d) On an unpaid leave day, K-9 Officers shall be paid 60 minutes of overtime pay, at time and one half, based on the prevailing state rate of minimum wage, as compensation for feeding, grooming, exercising and otherwise caring for the dog, unless the dog is kenneled at a commercial kennel away from the K-9 Officer's residence.

Section 9.8 - Clothing and Uniform Allowance, Issue and Authorized Wear.

- (a) The City will provide an annual clothing allowance in the amount of Six Hundred dollars (\$600) to be paid annually for full-time plain clothes Employees. This amount shall be paid in the pay period which includes September 1 of each year of the Agreement. This amount shall be paid on a date to be determined by the City but not later than September 1 of each year of the Agreement. Provided, however, that such allowance shall be paid to an officer who is transferred to full-time plain clothes assignment within sixty (60) calendar days of the transfer (the "initial allowance"). In no event shall the City be required to pay the initial allowance and the annual allowance to an Employee in the same calendar year.
- (b) The City will continue to provide all uniforms and equipment to Employees in accordance with department policies in effect as of the date of this agreement.
- (c) The City will also continue its policy of providing uniform and clothing cleaning services for Employees. All Employees may use the City's cleaning services for civilian clothes worn to court appearances, MVA Hearings, meetings with the State's Attorney's Office or the U.S. Attorney's Office, Department sanctioned training events or while assigned to an authorized plain clothes detail.
- (d) Employees assigned to a light duty assignment by virtue of a medical condition, illness or injury will be eligible to use the City cleaning service for civilian clothes worn during the period of light duty.

Section 9.9. - No Duplication or Pyramiding of Premium Pay.

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this agreement shall be construed to require the payment of overtime more

than once for the same hours worked. If more than one of the provisions of this article shall be applicable to any time worked by an Employee, the Employee shall be paid for such time at the highest rate specified in any one applicable Article or Section, but the Employee shall not be entitled to additional pay for such time under any other section. This Section shall not apply to specialty pay. The prohibition on duplication and pyramiding in this Section shall not apply to the payment of shift differential for overtime hours worked during the times in which shift differential under Section 9.2 applies.

Section 9.10. - Specialty Pay.

- (a) Employees who are assigned to the following additional job responsibilities will be entitled to specialty pay at the following rates:
1. \$500.00 annually to Employees assigned to the position of K-9 Trainer.
 2. \$500.00 annually to Employees assigned as Hostage Negotiators and Employees assigned to Emergency Response Unit.
 3. \$500.00 annually to Employees assigned as Drug Recognition Experts (DRE's).
 4. \$500.00 annually to Employees assigned to the Department's Honor Guard.
 5. \$500.00 annually to Employees assigned as Intoximeter Operators.
 6. \$500.00 annually to Employees assigned to the Collision Analysts Unit.
 7. \$500.00 annually to Employees assigned as Commercial Motor Vehicle Inspectors.
 8. \$500.00 annually to Employees assigned to the Homeland Security Coordination Unit.
 9. \$500.00 annually to Employees assigned and certified as Maryland Police Training Commission General Instructors, Defensive Tactics Instructors or Range Instructors. (Employees must have conducted in-service training or serve as range instructors during the prior calendar year in order to be eligible for specialty pay).
 10. \$500.00 annually to Employees who test fluent in language(s) designated by the Chief of Police. The criteria for fluency and frequency of required requalification as determined by the Chief of Police will be predicated on a state, regional or national evaluation instrument or standard developed by an institution of higher education. To be eligible for an annual payment, Employees must be employed by the City and have satisfied the criteria for fluency/requalification within six (6) months of September 1.

- 12. \$500.00 annually to Employees assigned to the Patrol Division who are assigned and certified as Evidence Technicians.
 - 13. \$500.00 annually to Employees assigned as Fitness Instructors.
 - 14. \$500.00 annually to Employees certified to install child safety seats.
- (b) This benefit has a maximum annual payout of \$33,000.00.
 - (c) Employees who qualify for more than one specialty pay award under this Section 9.10 may receive up to \$1500.00 annually. Third awards will be prorated using a formula of dividing the number of eligible employees by the remaining funds available. However, the third award shall not exceed \$500.00.

Example: The Department issues 61 awards of \$500.00 to eligible employees for their first and second specialty duties. This equates to \$30,500.00 of the funding available for this benefit. If eight employees are eligible for a third award from the remaining \$2,500.00, the amount is derived by dividing 8 into the remaining funds equating to a value of \$312.50. Thus, employees eligible under this scenario for a three awards would receive \$1,312.50.

- (d) The Chief may, at his discretion, create additional Specialty Pay categories at \$500.00.
- (e) Employees who have served in a specialty assignment set forth in this Section for the previous 12 consecutive months as of August 31 shall receive Specialty Pay. Specialty Pay shall be paid on a date to be determined by the City but not later than September 1 of each year of this Agreement. As used herein the term “served in” shall include authorized time off under a provision of the Agreement, absence for injury on duty, absence for FMLA leave and any non-disciplinary administrative suspension.

Section 9.12. - City Closing.

- (a) When the City closes its offices on a business day due to inclement weather or other similar natural disasters, an Employee who is required to work on said day(s) shall be paid at time and one half his/her regular hourly rate for all hours worked on said day(s).
- (b) Work under this section may potentially be performed outside of normal business hours. If the decision to close City offices is made after the event has begun, subsection (a) of this section may be made retroactive at the discretion of the City, and if retroactive, hours worked either before or after normal business hours shall be paid in accordance with subsection (a) of this section.

ARTICLE 10 - WORK ASSIGNMENTS

- (a) The City agrees to provide the Union with all of its criteria for the selection of personnel for work assignments.

- (b) The City agrees to post notices of permanent transfer opportunities including specialty units within the Patrol Division for a period of ten calendar days except in cases of an emergency. Notices will be posted in writing on the designated bulletin board in the Department facility, as well as e-mail notification. In addition to selecting personnel for the advertised vacancy(ies), the list may be used for additional vacancies in the same positions for a period of forty-five days.

ARTICLE 11 - SECONDARY EMPLOYMENT

An Employee may work in secondary employment under the terms of G.O 401 effective date ~~April 22, 2013~~ July 1, 2020, subject to reasonable regulations established by the Chief of Police and pursuant to the Law Enforcement Officers’ Bill of Rights (“LEOBR”). Such GO shall remain in effect during the term of this Agreement. Provided, however, that in the event that CALEA standards with respect to secondary employment change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

ARTICLE 12 - LEAVE

Employees shall be entitled to the following types of leave:

Section 12.1. - Holidays.

- (a) All Employees shall be entitled to the following paid holidays:

January 1	New Year’s Day
3 rd Monday in January	Martin Luther King, Jr.’s Birthday
3 rd Monday in February	President’s Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
November 11	Veteran’s Day
4 th Thursday in November & following Friday	Thanksgiving Day & Day After
December 25	Christmas Day

Employee Appreciation Day- All Employees shall be granted a holiday each fiscal year in appreciation of their service to the City. It may be taken on a day of the Employee’s choosing, with the approval of the Department. If the Employee does not take the Employee Appreciation Day, the holiday does not carry over to the following fiscal year.

- (b) Except as set forth in this subsection, the Date set by City ordinance shall be the date on which the holiday is observed. Employees scheduled to work other than a normal work week, the date set by ordinance shall be the date of the holiday. (Example: If a holiday falls on a Saturday, and most Employees therefore have the preceding Friday off, for

these Employees the holiday will still be counted as being on Saturday). If a holiday falls on an Employee's scheduled day off, the Employee's scheduled work day nearest to the date of the holiday shall be treated as the holiday. If the date of a holiday falls midway between scheduled work days, the date of the holiday shall be the work day preceding the holiday.

- (c) Holiday pay shall not be paid when an Employee is on approved leave of absence without pay or when an Employee is directed to report to work and fails to do so.

Section 12.2. - Annual Leave.

- (a) The City shall accrue, pay and carryover annual leave in accordance with COPAR Chapter 4 (III), as of the date of this agreement for the duration of its term.
- (b) All use of annual leave requires prior supervisory approval. Written requests for scheduling leave should be submitted in accordance with departmental procedures as far in advance as possible. Approval will be based on staffing needs and seniority, where practical, consistent with the current practice.
- (c) Upon termination of employment for any reason, an Employee shall be paid for any accumulated annual leave and accumulated compensatory time based on the Employee's hourly rate at termination date.
- (d) On an annual basis, Employees who meet the following requirements will be eligible to sell back to the City up to 30 hours of annual leave:
 - 1. The Employee must have evaluation scores of at least 3(consistently meets expectations) on each of the applicable rating components in the immediately preceding written performance evaluation.
 - 2. The Employee is not in a new hire probationary status.
 - 3. The Employee has received no formal written reprimands or formal discipline during the preceding calendar year.
 - 4. The Employee has taken no more than five (5) days of sick leave in the last calendar year.
 - i. This condition may be waived if the absence has been appropriately justified by the Chief of Police and verified by the Human Resource Officer to have included a major personal or family illness.
 - ii. Every hour over 40 hours used for sick leave, reduces by one (1) hour the amount of annual leave which can be sold back.

- iii. Individual determination on requested waivers will be made on a final, non- precedent setting, case-by-case basis by the City Manager.
5. The Employee has used at least ten (10) days (or eighty hours) of authorized leave (annual or compensatory) in the preceding calendar year.

In the first year of the Agreement The City shall eliminate the leave sell back in this Section for Employees. Thereafter, in each fiscal year of this Agreement the City shall have the right to reduce, suspend or eliminate the leave sell back in this Section by action of City Council, provided that the City takes the same action with respect to the sell back to non-bargaining unit employees.

Section 12.3. – Special Holiday.

Employees shall receive a Special Holiday to the extent that such is granted by the City Council to all other Employees of the City.

Section 12.4 – Sick Leave.

The City shall accrue, pay and carryover sick leave in accordance with COPAR Chapter 4 (IV) as of the date of this agreement for the duration of its terms.

- (a) Authorization - When an Employee calls in sick leave, he/she shall be required to notify communications dispatcher for each day of such absence.
- (b) Limitations – Sick leave may be used for the incapacitating illness of an Employee, the Employee’s spouse or the Employee’s minor child residing in the Employee’s household.
- (c) Sick leave may be taken in periods of one half (1/2) hour or more.
- (d) When an Employee uses sick leave in excess of three or more consecutive days, upon return to work, he/she must, if requested by a supervisor, submit a certificate from the treating physician or licensed practitioner, which describes the dates of treatment, and a release to return to work outlining any applicable work restrictions. Failure to provide the documentation required by the City may result in a denial of paid leave. If sick leave abuse is suspected, the Employee may be notified that a doctor’s certificate will be required for future absences of less than three days.
- (e) Sick leave may be used for medical/dental/optical appointments; to the extent such appointments cannot be scheduled during non-working hours.
- (f) Sick leave may be carried over from one Fiscal year to the next with no maximum carry over limitation.

- (g) Except as otherwise provided in this Section, Employees who leave employment other than retirement from active service in the Unit shall not be paid for accumulated sick leave.
- (h) When an Employee retires from active service in the Unit, unused sick leave may be credited towards retirement/pension service in accordance with regulations established by the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS).
- (i) Employees shall not abuse sick leave.

Section 12.5. – Sick Leave Donation.

An Employee may donate up to 40 hours to a Leave Bank established at the discretion of the Personnel Officer for donation to any City Employee. Before an Employee is eligible for donation of leave from an established leave bank, he/she must exhaust all sick, compensatory, and annual leave.

Section 12.6. – Workers’ Compensation Leave.

- (a) **Eligibility** - An Employee is eligible for Workers' Compensation leave if an injury or disease which causes the Employee to be disabled is compensable under Maryland Workers' Compensation Law; the Employee is completely unable to work at his/her regular or modified duty job; and their inability to work is supported by sufficient medical evidence. Under certain circumstances described in this document, Employees may be eligible for Workers' Compensation leave for medical appointments.
- (b) **Lost Time** - Authorization for all lost time shall be determined by the City, based on medical substantiation and State Law. An Employee who suffers a compensable work related injury or illness will receive full pay during the period of disability to a maximum of 12 months from the date of injury, if the Employee is evaluated by a City approved medical provider. Employees electing not to be evaluated by a City approved medical provider shall receive benefits, if applicable, at the rate established under Maryland Workers' Compensation Law.
 - 1. In the event that the evaluations of the City approved medical provider and the Employee's physician are conflicting, an independent evaluation may be requested by the Employee. The physician conducting the independent evaluation will be selected based on a mutual agreement of the parties. The cost of the independent medical evaluation shall be paid by the City. If the independent physician concurs with the opinion of the Employee's doctor, the Employee shall receive full salary for periods of authorized lost time up to 12 months from the date of injury, subject to all other provisions of Maryland Workers' Compensation Law. If the independent physician concurs with the opinion of the City approved medical provider that the Employee can return to work, no benefits shall be payable.

2. If at any time during the course of the claim the City refers the Employee for an independent medical exam in accordance with Maryland Workers' Compensation Law, the provision allowing for a third opinion will not apply.
 3. Department payroll shall be reimbursed from the IWIF or the Workers Compensation insurer, if applicable, for lost time in amounts equal to the benefits payable to the Employee under Maryland Workers' Compensation Law.
- (c) **Continuation of Other Benefits** - During the period for which an Employee is receiving Workers' Compensation benefits, the Employee shall continue to participate in all Medical Insurance and Life Insurance programs and Retirement Fund contributions as if the Employee were on the job.
 - (d) **Use of Accrued Leave** - If the Employee's Workers' Compensation payments are not paid or are suspended for any reason, the Employee may elect to use available annual or sick leave with the approval of his/her Division Commander, as long as the usual requirements for such leave are met.
 - (e) **Light Duty**- The provisions of General Order 304 with an effective date of July 1, ~~2017~~ 2020 shall be in effect for the duration of this Agreement and shall govern the availability and eligibility for temporary light duty positions. If the department fails to provide modified duty during the time it is medically necessary, the Employee shall not be obligated to accept an alternative modified position outside of the Employee's department.
 - (f) **Medical Appointments** - Administrative Leave shall be granted to an Employee for time spent being examined by a physician or other examiner at the request of the City or its insurer.

Section 12.7. - Jury Leave.

- (a) **Rate** - When required to report for jury duty, an Employee will receive full pay for the days needed to serve.
- (b) **Authorization** - Immediately upon receipt of a notice, an Employee must provide his/her immediate supervisor with a copy of the notice.
- (c) **Limitations** - If not required to serve as a juror on a particular day, the Employee must immediately contact his/her supervisor to determine when next to report for work.
- (d) Any payment received as a juror may be retained in addition to regular salary.

Section 12.8 - Military Leave.

The City shall observe applicable State and Federal Law in providing Military leave for Employees.

Section 12.9 - Bereavement Leave.

In the event of a death in the immediate family of a classified service employee, the Personnel Officer will consider up to 40 hours leave with pay to the employee. The immediate family includes spouse, children, parents, brother, sister, including step parents, step children, step brother, step sister, mother-in-law, father-in-law, grandparents, grandchildren, domestic partners or other relatives residing in the household. Domestic partners are defined as an employee's unmarried partner, whether of the same or opposite sex, when the partners meet the criteria as stated under the Domestic Partner Benefits Policy. Such leave will be considered at the request of the employee and may be subject to valid proof, for the period including the date of death and the day after the burial. Such leave will not be deducted from any other leave earned by the employee. Leave for other relatives and friends must be charged to annual leave or leave without pay.

Section 12.10. - Union Leave Bank.

- (a) The Union shall continue to administer the FOP Leave Bank of donated leave for the purpose of providing additional paid time to conduct Union business. The Union must provide to the City a signed authorization form to deduct annual leave from the accruals of donating members.
- (b) The City will accept a form (provided by the Union) signed by Employees and other Union members authorizing the automatic deduction of annual leave for credit into the Union leave bank. Such authorization shall remain in effect until revoked by the Employee or Union member.

Section 12.11. - Leave for Negotiations.

Six members of FOP Lodge 32, selected by the FOP, will be granted leave with pay for the purpose of negotiating a collective bargaining agreement with the City for attendance at those bargaining sessions conducted during their normal working hours. The bargaining sessions shall be deemed to include time before and after each session to be utilized for meetings among the Unions bargaining representatives.

Section 12.12. - Family and Medical Leave.

All Employees shall be entitled to the Family and Medical Leave Benefits as set forth in COPAR, as of the date of this Agreement for the duration of this Agreement.

Section 12.13 - Election Day Leave.

At the discretion of the Employee's immediate supervisor, administrative leave up to two hours may be granted any Employee for the purpose of voting in any municipal, county, state or federal election.

ARTICLE 13 - INSURANCE

Section 13.1. – Group Health, Dental and Prescription Drug Insurance.

- (a) All Employees covered by this Agreement shall be eligible to participate in the group Health, Prescription Drug and Dental plans selected by the City or in a health maintenance organization in accordance with federal regulations.
- (b) The City and Employees shall contribute 80% and 20% respectively of the total premium costs (“contribution rates”) for participation in the group health plan, selected by the City as the base Plan for all employees of the City. The City and the Employees shall contribute 80% and 20% respectively of the contribution rates for participation in the City's Prescription Drug Plan and 80% and 20% respectively of the contribution rates respectively for participation in the City's Group Dental Plans This shall apply to such coverage that the Employee is eligible for and elects. In each year of the Agreement, the City reserves the right to change the respective contribution rates in all plans it offers to match contribution rates for non-bargaining unit employees.
- (c) The City agrees to include the Union on any administrative committee formed to study Health Care Insurance Costs and services.

Section 13.2. Medical Reimbursement Plan

- (a) The City shall reimburse classified Employees for up to \$300 for no-insurance or single employee coverage and up to \$600 for employee plus one and family coverage within each fiscal year.
- (b) Qualifying medical expenses include fees of physicians, surgeons, optometrists, psychiatrists, psychologists, dentist and other health professionals, cost of prescription drugs, prescribed medical equipment and supplies, prescription eyeglasses and hearing aids. The cost of the medical expense must be that of the Employee or Employee's family and not paid for or reimbursed by any other health benefit plan or insurance. The plan document provides a complete listing of qualifying medical expenses.
- (c) Employees must file with the Human Resources Office requests for medical reimbursements for a particular fiscal year prior to June 30 of that fiscal year and must document such expenses with paid receipts, canceled checks, etc.
- (d) A new Employee has immediate entitlement to the \$200 medical reimbursement benefit (i.e. does not have to go through a probationary period). Any reimbursement must be for medical expenses incurred only during the time of the Employee's employment with the City.

Section 13.3. - Life Insurance.

- (a) The City shall provide, at no cost to the Employee, Basic Group Life Insurance coverage in an amount equal to fifty thousand dollars (\$50,000) in coverage.
- (b) The City shall provide additional Group Life Insurance coverage to the Employee, at the Employee's expense, to the same extent and the same cost as the City provides to all other City Employees.

Section 13.5. – Disability Insurance.

The City shall provide all Employees with a temporary disability benefits plan as set forth in Chapter 5 of COPAR as of the date of this Agreement for the duration of this Agreement. The plan shall be provided at no cost to the Employee.

Section 13.6. – Liability Insurance.

For the term of this agreement, the City shall use its best efforts to continue current liability insurance for actions of the Employees at no cost to the Employees. In the event that such coverage is changed or cancelled, the City shall notify the Employees and the Union.

ARTICLE 14 - DEATH BENEFITS

- (a) In the event of the death of an Employee, the City will continue its present policy of paying to the appropriate beneficiary, in accordance with the law, all unused compensatory time, accumulated annual leave and all accrued wages due.
- (b) In the event of the death of an Employee in the line of duty, the City will pay to the Employee's appropriate beneficiary, a lump sum payment of Fifty thousand dollars (\$50,000) in addition to all other benefits presently payable to such beneficiary. Line-of-duty shall be defined by the Chief of Police. This payment shall not be considered as wages, and the amount shall be paid as soon as practicable..

ARTICLE 15 - TRADING OF SHIFTS

- (a) Employees shall be authorized to trade shifts in accordance with the following procedures:
 - 1. Trading of shifts is defined as the trading of whole shifts or a portion of any shift.
 - 2. Within the Patrol Division, Employees may trade shifts with any other Employee.
 - 3. Employees in the Criminal Investigations Unit may only trade shifts with Employees in their own unit.

4. All other Employees may only trade shifts with Employees in their assigned sections.
- (b) The trading of shifts must have prior approval of the unit level supervisor of the Employee who is not originally scheduled to work on the day of the trade. A supervisor or the Department may disapprove a trade of shifts if that trade is judged to have an adverse impact on departmental operations or overtime.
 - (c) The trading of shifts does not negate the responsibility of both individuals to comply with all established rules and regulations.

ARTICLE 16 - TUITION ASSISTANCE

The City will provide tuition reimbursement to Employees who are enrolled in a work related degree program at an accredited University or College. An Employee shall be reimbursed at a rate equal to the rate at the University of Maryland for 6 undergraduate credit hours per year.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 17.1. - Scope.

This Article sets forth a grievance procedure which shall apply and be limited to grievances as defined in the City of Greenbelt Labor Code. The grievance procedures set forth herein shall be unavailable for disciplinary matters (which are governed by the Maryland State Law Enforcement Officers Bill of Rights).

Section 17.2. - Election of Remedies.

As an alternative to the grievance procedures set forth in this Article for non-disciplinary matters, an Employee may use the grievance procedure provided by Greenbelt City Code.

Section 17.3. - Time Limitations and General.

- (a) A grievance covered by this Article must be presented promptly by the aggrieved Employee within 10 business days after it arises and be processed in accordance with the following steps, time limits, and conditions. The parties recognize that the prompt settlement of grievances is important to a sound and harmonious relationship between the Union, the City, and the Employees.
- (b) All grievances, except Class Action Grievances, shall be presented at the first step of this grievance procedure by the aggrieved Employee(s) or the Union within the time limitations contained herein or they shall be considered waived.
- (c) The time limits prescribed herein may be waived by mutual agreement, in writing, by the parties hereto. A grievance not appealed within the time limits herein set forth shall be considered withdrawn on the basis of the answer provided by the City 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 City fails to give its answer to a grievance within the time limits set forth in any step, the Union and/or Employee may appeal the grievance to the next step at the expiration of such time limit.
- (d) The parties may, by mutual written agreement, waive certain steps and/or extend stated time frames. Such mutual agreement shall be reduced to writing and signed by the parties prior to the expiration of said time frames. In no event may waiver or extension of any time limit hereunder for presentation or appeal be implied by any action or inaction of the City or the Union.
- (e) In the event a decision made by the Chief of Police is grieved by an affected Employee, the first step of the grievance process will be bypassed and the grievance proceedings will start at Step 2.
- (f) Should a grievance affect two or more Employees, the Union or the Employees affected may elect to file a Class Action Grievance. A Class Action Grievance is intended to

consolidate the same type grievances in order to facilitate the resolution of a grievance. A Class Action Grievance shall be presented at step 2 of the grievance procedure.

- (g) Nothing herein shall prevent the parties from agreeing to start a particular grievance at a particular step or from accelerating a particular grievance to a particular step.
- (h) Neither the Employee(s), nor the Union nor the City shall have any substantive ex-parte communications with the Employee Relations Board regarding a pending grievance.
- (i) The aggrieved Employee shall not be denied the right to be represented by and to have an Employee who is an appointed grievance representative by the Union and/or legal counsel present during any Step meeting of the Grievance procedure.

Section 17.4. - Procedural Steps.

Step 1

The aggrieved Employee or the Union will submit his/her grievance in writing on the approved grievance form or other written document to the Division Commander. The Division Commander or his/her designee shall schedule a meeting to discuss the grievance within seven calendar days of receipt of the grievance form and shall reply to the Employee and/or Union, in writing, within seven calendar days after the meeting.

Step 2

In the event that the Division Commander's decision is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 1, present the grievance form to the Chief of Police. The Chief of Police shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The Chief of Police or his or her designee shall reply to the Employee and/or Union within fourteen calendar days after the meeting.

Step 3

In the event that the decision of the Chief of Police is not satisfactory to the Employee or the Union, the Employee or the Union may, within seven calendar days from receipt of the decision at Step 2, present the grievance form to the City Clerk for date and time stamping and delivery to the City Manager who shall schedule a meeting with the Employee and/or the Union within fourteen calendar days after receipt of the grievance. The City Manager shall reply to the Employee and/or Union within fourteen calendar days after the meeting.

Step 4

- (a) Any grievance that has been properly processed through the above procedure and has not been settled at Step 3 may, at the request of the Union or the Employee, be appealed to the Employee Relations Board.

- (b) The Union or the Employee shall serve written notice of its intention to proceed to the Employee Relations Board to the City Clerk within fourteen calendar days of receipt of the City Manager's decision at Step 3.
- (c) The Employee Relations Board shall have the right to engage one or more professional neutral persons to serve as a hearing officer, fact finder and to make recommendations concerning the grievance.
- (d) The Employee Relations Board shall have no authority to amend, alter or modify any provision of this Agreement or to limit, diminish or in any manner interfere with the authority of the City and its administration as provided by State Law and/or City Charter.
- (e) The written decision of the Employee Relations Board shall be rendered within 30 days after the hearing and shall be final and binding upon the aggrieved Employee, the Union, and the City.
- (f) The cost of presenting or defending the grievance to the Employee Relations Board shall be borne by the side incurring the expense.
- (g) The Employee Relations Board shall meet to hear grievances which are at the Employee Relations Board step three times per year at dates specified on or before the beginning of the calendar year, excluding summer months of June, July, and August. Grievances which shall be heard on a specific date shall be those which have proceeded to Step 4 no later than 30 days before that scheduled Employee Relations Board hearing date.

Section 17.5. - Other Conditions.

If an Employee is given a directive by a supervisory authority, which he/she believes to be in conflict with a provision of this Agreement, the Employee shall comply with the directive at the time it is given and thereafter may exercise his/her right to grieve the matter. The Employee's compliance with such directive will not prejudice the Employee's right to file a grievance, nor will his/her compliance affect the resolution of the grievance.

ARTICLE 18 - L.E.O.B.R. DISCIPLINARY PROCEDURES

Section 18.1. - Administrative Discovery.

- (a) Employees proceeding to a hearing will receive the complete investigatory file as defined in the LEOBR, Public Safety Article, Sections 3-101 thru 3-502 at least 30 days in advance of the hearing.
- (b) The City will provide copies of statements that have already been transcribed.

Section 18.2. - Composition of Trial Boards.

Trial Boards: The following shall be the procedure in the event that charged officer has not been offered summary punishment as defined in Section 3-111 of the Annotated Code of Maryland Public Safety Article (LEOBR):

1. The Chief of Police shall appoint a three (3) member board, selected from law enforcement officers from accredited agencies.
2. The board shall consist of a Chairperson who holds the rank of a command level officer, and one member of equal rank to the charged officer. The third member of the board shall be a sworn officer of the rank of Sergeant or above.
3. The charged officer shall be entitled to strike two (2) of the board, excluding the Chairperson. A strike must be executed in writing within five-working (5) days (excluding Saturday, Sunday and City Holidays) of the charged employee's receipt of written notice of the identification of the members of the boards. In the event that the charged officer strikes one of the appointed members, the Chief shall appoint a replacement board member.
4. Trial Boards shall be scheduled no sooner than thirty (30) calendar days from the date the charged officer receives the investigatory file and the charges, unless an earlier date is mutually agreed upon by the Department and charged officer.

Section 18.3. — Repeal of LEOBR.

~~If the Maryland legislature repeals the LEOBR statute, Annotated Code of Maryland Sections 3-101 through 3-108 and 3-110 through 3-112, the provisions of those sections shall be considered to be incorporated into this Agreement as they are currently written.~~

Points:

- ~~— Repeal must be to the entire statute.~~
- ~~— Amendments to the statute do not trigger adoption into the CBA.~~
- ~~— Section 3-109 is not included as appeal to courts is unique to the statute.~~
- ~~— Appeal of the Chief's decision on a recommendation of discipline by a trial board shall be to the Circuit Court of Prince George's County pursuant to Maryland Rule 7-400-402.~~

~~The provisions of this Section shall be effective and enacted into the City Code only if the Maryland Legislature repeals the Maryland LEOBR statute described herein in its entirety.~~

ARTICLE 19 - PERSONNEL FILES

Section 19.1. - Employee Access.

The City shall permit inspection of an Employee's personnel file as provided by law. All personnel records shall be treated as confidential information. Employees with or without Union representation shall have access to their individual personnel files by prior appointment with the Human Resources Officer. All items contained in such file shall be available for review and copy with the exception of outside confidential references relating to original employment or promotion.

Section 19.2. - Removal of Information.

In accordance with LEOBR, any correspondence related to disciplinary action may be removed from the Employee's personnel file if requested in writing by the Employee, provided three years have elapsed since the most recent entry. This decision shall be made by the Chief of Police.

Section 19.3. - Employee Additions.

Employees shall have the right to respond in writing to any information contained in their personnel file, which will be kept in said file.

ARTICLE 20 - REFERRAL SERVICES

The City has adopted a City-wide Employee Assistance Program involving assessment and referral for counseling and treatment of alcoholism. Alcoholism will be recognized and treated as a disease. Employees suffering from alcoholism will be afforded the opportunity for counseling and rehabilitation through this City program. Alcohol related Employee infractions may be subject to disciplinary action whether or not the Employee participates in the Employee Assistance Program. The City shall maintain confidentiality with respect to all Employees who make use of the program. Employees may be referred for assistance services by the City or may request the City to refer them for such services.

ARTICLE 21 - TAKE HOME VEHICLE

Section 21.1 General Order.

General Order 404 - Take Home Cruiser Program with an effective date of July 1, ~~2017~~2020, shall be in effect during the term of this Agreement as modified by this Article.

- (a) Basic Eligibility- An Employee shall be eligible for a take home vehicle after successful completion of Field Training.
- (b) Employees who reside within the City limits and Employees who reside within 20 air miles of the intersection of Md. Routes 193 and 201 (the "Centerpoint") shall be provided a take home vehicle. Such Employees shall not have any restrictions on use of the take home vehicle within a 40 mile range of the Centerpoint and there shall be no amount deducted from pay of such Employees for use of the take home vehicle.
- (c) Employees who reside within 20 air miles of the Centerpoint but outside of Prince George's County, and inside the State of Maryland shall be provided a take home vehicle. Such Employees shall not have any restrictions on the use of the take home vehicle within 40 miles of the Centerpoint. Such Employees shall have \$25 per pay deducted to offset the cost of the take home vehicle.
- (d) Employees who reside within 40 air miles of the Centerpoint and inside the State of Maryland shall be provided a take home vehicle. The use of the take home vehicle shall be restricted to travel to and from City employment, except as provided in subsection of this Article. Such Employees shall have \$60 per pay deducted to offset the cost of the take home vehicle.
- (e) Employees who do not qualify under any of the above categories on the date of this Agreement but who, as of the date of this Agreement have been provided a take home vehicle shall continue to be provided a take home vehicle. Provided, however, such Employee shall lose the availability of a take home vehicle when 1) the Employee moves his/her residence further away from the Centerpoint than his/her current residence, or 2) the Employee changes duties to a position which does not qualify for a take home vehicle.

- (f) The use restrictions described in this Article do not apply when or at such time as: 1) the Employee has been designated as Active On Call, and the Employee is in fact On Call, and 2) the Employee is traveling to and from police related Secondary Employment, Department Training and work related Court Appearances.
- (g) Employees on light duty or otherwise not permitted to utilize their assigned vehicle shall not have payroll deductions withheld for any portion of any pay period during which said assigned vehicle is not utilized by the Employee.

ARTICLE 22 - GREENBELT CITY POLICE/LEOPS

The City shall participate in the Maryland State Retirement System, Law Enforcement Officers Pension System (LEOPS) under the same terms as it does currently, subject to changes in LEOPS by state law and regulation. All Employees shall participate in LEOPS and the City and the Employees shall make contributions to LEOPS in accordance with state law and the rules and regulations established by the board of trustees of the Maryland State Retirement System.

ARTICLE 23 - LABOR –MANAGEMENT-COMMITTEE

- (a) The City and the Union agree to establish a Labor-Management Committee (the “Committee”) to promote effective communications and labor relations throughout the contract period. The Committee will consist of two representatives designated by the Chief of Police and two representatives designated by the Union President.
- (b) The Committee will meet once a calendar quarter at a mutually agreeable time to discuss any and all topics, which may affect bargaining unit members. The Chief of Police and the Union President may agree to cancel or postpone a meeting.

ARTICLE 24 - NO STRIKE OR LOCKOUT CLAUSE

The Parties and the Employees shall observe the rights and obligations of Section 13-239 of the City’s Labor Code.

Nothing in this Agreement shall nullify or change the rights, obligations, and remedies provided in Section 13-239 of the Labor Code

ARTICLE 25 – PHYSICAL FITNESS STANDARDS/WELLNESS PROGRAM

The City shall observe General Order 423, with an effective date of July 1, 2017, for the duration of this Agreement regarding physical fitness standards. Provided, however, that in the event that CALEA standards with respect to physical fitness standards change during the term of this Agreement, any such mandatory changes in the GO shall be discussed through the General Order Committee prior to implementation by the City.

ARTICLE 26 – SAVINGS CLAUSE

Any Article or Section of this Agreement found to be in conflict with the Greenbelt City Charter or with any law, ordinance, statute, City or government regulation or declared invalid by decree of a court of competent jurisdiction, will be void *ab initio* and the parties will enter into negotiations for a substitute provision. All other Articles and Sections of this Agreement will remain in full force and effect for the duration of the Agreement.

ARTICLE 27-SELECTION OF POLICE CHIEF

The City agrees that the President of the Fraternal Order of Police Lodge 32 or his/her designee will be allowed to participate in the process for hiring a new police chief during the duration of this contract. This participation may include assisting in defining a candidate profile, interview questions, as well as serving on panel interviews. It is understood that any participant assigned to a selection committee would need to sign a confidentiality agreement with the City. It is further understood, the hiring decision rest solely with the City Manager.

ARTICLE ~~28~~- DURATION AND FINALITY OF AGREEMENT

- (a) This agreement shall become effective as of July 1, ~~2017-2020~~ and remain in full force and effective until June 30, ~~2020~~2021.
- (b) It is understood that this Agreement can only be added to, amended, or modified by a document, in writing, signed by both parties through their duly authorized representatives
- (c) The parties shall reopen negotiations for a successor agreement no later than the first business day of the year that the agreement expires. Should an impasse be reached and the current contract expires, all terms and conditions of the agreement will remain in effect. However, either party has the right to terminate the agreement with ninety (90) days written notice.

ARTICLE 29-AUTOMATIC VEHICLE LOCATOR (AVL)

- (a) Officers assigned to mobile data terminals (MDT) are required to log on to the MDT during their tour of duty and when working secondary employment.
- (b) Officers with MDT technology in their cruisers are encouraged to log on the MDT while off-duty.
- (c) Officers will not attempt to manipulate or disable any of the AVL software and/or hardware.
- (d) The Department will not use any AVL technology/data to initiate any Department investigations. However, if the Department initiates an Internal Affairs Investigations as a result of information not generated by AVL technology/data, the Department may use

AVL technology/data obtained regarding the particular incidents in such investigations. There will be no restrictions on the use of AVL for criminal investigations.

ARTICLE 30 – MISCELLANEOUS

- (a) Body Cameras: Subject to the provisions of this paragraph, the Department will not use body camera recordings to initiate an individualized investigation without consent of the Chief. However, if the Department initiates an investigation as a result of information other than a body camera recording, the Department may use body camera recordings in such investigation. There will be no restrictions on the use of body camera recordings for criminal investigations. Nothing herein shall prohibit the Department from conducting a compliance review of use of body cameras and commencing an investigation as a result of that review using body camera recordings as specified in Section 9(C), Compliance Reviews, GO 674 with an effective date of February 22, 2017. This subsection shall not alter GO 674 as it is stated on the date of this Agreement or affect the right of the City to change such GO during the term of the CBA.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement, this ~~18~~¹th day of ~~June~~^{July} ~~20~~²⁰17.

FOR THE CITY:

CITY MANAGER

CHIEF OF POLICE CHIEF

TEAM MEMBER

TEAM MEMBER

TEAM MEMBER

TEAM MEMBER

FOR THE UNION:

PRESIDENT

VICE PRESIDENT

TEAM MEMBER

TEAM MEMBER

TEAM MEMBER

TEAM MEMBER
[4847-2966-2401, v. 24825-3653-7280, v. 1](#)