# Baltimore County Administration Offer of Settlement for FY21 MOU with the Baltimore County Federation of Public Employees

#### **April 9, 2020**

Subject to ratification by the Baltimore County Federal of Public Employees ("FPE") and Baltimore County, Maryland (the "County"), FPE and the County agree to amend the current Memorandum of Understanding, which is to expire on June 30, 2020, with the following provisions. This tentative agreement shall be accepted by the FPE Executive Board on or before April 15, 2020 and full ratification of the terms by the members of FPE shall occur on or before June 30, 2020. Upon ratification, the County Executive shall implement the agreed upon terms and include any necessary funding in the Operating Budget for Fiscal Year 2021 (and subsequent fiscal years as appropriate).

# 1. Section 8.5(a) - Regular Rate of Pay

County Offer – 8.5(a) shall read, "Effective January 1, 2021 pay schedule I, I-C, and I-E salary scale shall be increased by two (2%) percent."

#### 2. Section 8.5(b)

County Offer - Steps and longevities shall be guaranteed for fiscal year 2021.

## 3. Exhibit C - Pay Schedule I-C Adjustment

County Offer – § 8.5 (c) For Pay Schedule 1-C only, effective July 1, 2020, Pay Schedule I-C's current longevity steps will be changed from 10, 15, 19, 25 and 30 years to occur at 10 years, 15 years, 19 years, 22 years, and 25 years.

§8.5 (d), For Pay Schedule 1-C only, effective July 1, 2020, each member of Pay Schedule I-C will receive a one-grade increase, including the creation of a new grade 7C for the rank of lieutenant.

Current §8.5 (c) will be renumbered accordingly to §8.5 (e).

## 4. Section 12.4 - Furlough and lay off.

County Offer – Updated as follows, "Bargaining unit members shall not be furloughed or laid off in fiscal year 2021."

#### 5. Section 8.4 – Substitution Pay.

County Offer – Add the following language, "For the fiscal year 2021 contract, the County agrees to form a labor/management committee to discuss the application of substitution pay under Rule 10 of the current Baltimore County Compensation Plan."

#### 6. Section 8.12 Cleaning Allowance

County Offer – County accepts FPE proposal on cleaning allowance. New language shall read: "All Correctional Officers (Lieutenant and below), Correctional Dietary Officers, Correctional Dietary Sergeants, Police Service Officers, Security Officers, Animal Control Officer I & II, Forensic Service Technicians I & II, Pollution Control Analyst I & II, Environmental Associate all Crew Chief series, all Safety Officer series, Shop Clerks, Engineering Aide, Instrumental Operator and Store Keepers I & II, shall receive a cleaning allowance/uniform maintenance of two-hundred and fifty (\$250) dollars per contract year."

## 7. Section 10.5 – 4 Day Work Week

*County Offer* – County is willing to explore a 4 day workweek through a Labor Management Group.

## 8. Section 13.1 - Paid Holidays

County Offer – Shall be amended as follows, "For the purpose of this Memorandum of Understanding, the following days shall be holidays for Pay Schedule I-E employees: Fourth of July, Thanksgiving Day, Christmas Day, and Memorial Day."

#### 9. Section 17.3 – Safety Equipment

County Offer – 17.3 a) shall be amended as follows, "Employees must use all safety equipment furnished to them to enable employees to perform their work in a safe manner. The County shall provide one (1) pair of safety shoes per contract year to each employee who is required to wear safety shoes, excluding all Correctional Officers. The County shall compensate each Correctional/Dietary Officers (Lieutenant and below), Security Officers, Police Services Officers, Animal Control Officers I & II, Environmental Associates, Pollution Control Analysts I & II, and all Crew Chief series, all Safety Officer series, Shop Clerks, Engineering Aide, and Instrument Operator, one hundred (\$100) dollars per contract year for uniform shoes. Highly visible shirts, vests and coveralls shall be provided for all employees whose positions require them to be exposed to vehicular traffic.

## 10. Article 19 - Section 19.2 - Normal Service Retirement Benefits for Correctional Officers Only

**County Offer** - Effective July 1, 2020, members will earn 2.5 % of Average Final Compensation (AFC) times the number of years of creditable service up to 20 years plus 2 % of AFC times the number of years of creditable service in excess of 20 years plus 3% of AFC times the number of years of creditable service in excess of 25 years.

#### 11. Article 19 - Contributions

**County Offer:** Effective July 1, 2020, any member of Pay Schedule 1-C contributing less than 8.5% of their salary toward their pension will increase their contribution rate to 8.5%.

### 12. Article 19 – DROP Study

County Offer – the following language shall be added, "The County Administration agrees to conduct an actuarial study to determine whether a DROP can be implemented in a cost neutral

or close to cost neutral manner for employees not currently qualified for participation in a County DROP. The County and the Union will equally share the cost of any actuarial study or valuations up to the first ten thousand dollars (\$10,000). The study will be complete by October 1, 2020 and will be presented to the County Executive for review. The agreement to conduct the study is in no way to be interpreted as agreement to implement DROP."

## 13. Section 21.3 - Term of Memorandum of Understanding

County Offer – Section amended as follows to reflect a one-year agreement, "This Memorandum of Understanding shall become effective July 1, 2020 and shall continue in full force and effect until June 30, 2021. This Memorandum of Understanding shall automatically renew itself as of July 1, 2021 and for yearly periods thereafter unless either party shall give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding prior to October 15, 2020 or October 15 of any subsequent year. If legislation is necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests."

For the Baltimore County Administration:

Date: 4/14/2020

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Date: 4