

**MEMORANDUM OF SETTLEMENT  
BETWEEN  
BALTIMORE COUNTY ADMINISTRATION  
AND  
BALTIMORE COUNTY FEDERATION OF  
PUBLIC EMPLOYEES**

This Memorandum of Settlement is entered into by and between the Baltimore County Administration ("Administration") and the Baltimore County Federation of Public Employees (BCFPE). Unless otherwise specified herein, all terms used are as defined in the existing Memorandum of Understanding ("M.O.U.") between the Administration and the FOP.

The parties agree as follows:

**I. Memorandum of Settlement**

The parties agree to execute a successor Memorandum of Understanding effective July 1, 2010 consisting of the July 1, 2008-June 30, 2009 and if ratified the July 1, 2009-June 30, 2010 M.O.U. as amended by the provisions below in Section II. The effective date of the modifications described below will be July 1, 2010, unless otherwise specified.

**II. Agreed Changes in Memorandum of Understanding**

**Article 19 Pensions**

**Contributions by employees beginning July 1, 2010 shall be increase by an .5% and July 1, 2011 by an additional .5%**

**Delay COLA's for Future Retires an additional four years**

**Change the PRIF Cap from 8% to 6% and annual COLA limits from 4% to 3%.**

**Eliminate COLA's for employees who retire with less than 20 hired prior to July 1, 2007 and 25 years for those hired after July 1, 2007.**

**Change Ordinary Disability (OD) to Normal Service Retirement (NSR) if eligible for NSR**

**Tier Accidental Disabilities for employees.**

**Change Ordinary Disability from 5 to 10 years for Employees hired prior to 7-1-07**

**Change Ordinary Death Benefit Eligibility to 5 years.**

**Purchase Waived Time by 6-30-12**

**Eliminate buyback for New General**

**Lower option not to join from Age 59 to 55**

**In consideration of the BCFPE acceptance of the above pension changes the County agrees:**

**For Fiscal Years 2011 and 2012 guarantee scheduled steps and longevities for pay schedule I employees.**

**Not to furlough or lay off employees in pay schedule I in fiscal year 2011 and fiscal year 2012.**

**Effective July 1, 2010 neither the County nor the BCFPE shall seek to negotiate on pension matters, or otherwise seek to modify Article 19 Pension for a period of two years. (until fiscal year 2013)**

**The classification of storekeeper II will be added to Regulation 10.01 I stand-by pay and 10.01. J call-back pay.**

**Change in Rule 10 Regulations 10.02 A.1 Notwithstanding the above provision, effective July 1, 2010, Pay schedule I employees shall also receive payment for substituting in a higher classification when the position is vacant because of County mandated training, bereavement leave and jury duty.**

**Section 2.3 Contractual Rights. Add new section.** Supervisors and bargaining unit members shall not waive or allow to be waived a contractual right.

**Section 8.7 Travel Policy**

**Delete wording in last sentence** "first of July following any adjustment by the Internal Revenue Service."

**Insert wording after take place on:** date of adjustment by the Internal Revenue Service.

Section 8.11 Delete language: ...hired on or after July 1, 1997

**Addition: Adding the wording, "or agency warning" to Section 11.1**

**Section 11.1 - Types of Discipline**

Disciplinary action, as a matter of general policy, shall be taken in private and to be for just cause and include only the following: oral reprimand, written reprimand, suspension without pay (**or agency warning**), discharge, and/or demotion. Except in situations involving serious offenses, discipline shall be administered progressively.

**Delete section 13.6 (e)**

~~Section 13.6 (e) — Earning and Usage of Personal Leave For Correctional Officers: For the purpose of this section, Correctional Officers will accrue one personal leave day on January 1 and the remaining personal leave days will begin accrual at the rate of ½ day per month beginning January 1, up to a maximum of six (6) annually.~~

~~Personal leave shall normally be scheduled in accordance with the section's and/or department's policy for scheduling vacation leave; provided, however once accrued this personal leave shall not be subject to approval or documentation when requested in an emergency situation.~~

Section 16.6 Federation leave: Delete 690 hours and insert 725 hours.  
(This is 25 hours above the base presently in place.)

**Section 22.3 - Term of Memorandum of Understanding**

This Memorandum of Understanding shall become effective **July 1, 2010** and shall continue in full force and effect until **June 30, 2012**. This Memorandum of Understanding shall automatically renew itself as of **July 1, 2012** 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, 2011** or October 15 of any subsequent year. If legislation 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.

**Health Care Review Committee**

The County and the BCFPE agree that their representatives on the Health Care Review Committee may enter negotiations in Fiscal Year 2011 and/or Fiscal Year 2012 for the purpose of replacement of the Triple Option Plan with a Preferred Provider Option and renewal or replacement of the existing HMO's.

Said negotiations shall not alter the existing contractual provisions regarding the subsidy/premium splits for the existing Triple Option Plan and HMO's, or their replacement.

Said negotiations shall also include dental, life and vision plans. The negotiations shall not alter the existing contractual provisions regarding the subsidy/premium splits for the dental, life and vision plans, or the amount of life insurance.

The parties understand that such negotiations shall not affect the other provisions of the Memorandum of Understanding, which shall remain in effect in accordance with Article 22.3 Duration.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Settlement.

**Baltimore County Federation  
of Public Employees**

By: Mr. E. [Signature]  
Date: 3/30/10

**Baltimore County Administration  
Baltimore County, Maryland**

By: George E. [Signature]  
Date: March 30, 2010