

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**BALTIMORE COUNTY ADMINISTRATION**

AND THE

**BALTIMORE COUNTY**

**FEDERATION OF PUBLIC EMPLOYEES**

**FPE/AFT, AFL-CIO, LOCAL #4883**

**JULY 1, 2012 - JUNE 30, 2016**

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**BALTIMORE COUNTY FEDERATION OF PUBLIC EMPLOYEES  
AFT/FPE, AFL-CIO, LOCAL #4883**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
	<b>PREAMBLE</b> .....	v
<b>ARTICLE 1</b>	<b>RECOGNITION OF FEDERATION</b>	
Section 1.1	Federation Recognition.....	1
Section 1.2	Employee Defined.....	1
<b>ARTICLE 2</b>	<b>MANAGEMENT AND EMPLOYEE RIGHTS</b>	
Section 2.1	Management Rights.....	1
Section 2.2	Employee Rights.....	1
Section 2.3	Federation Activities.....	1
Section 2.4	Labor Management Meetings.....	3
Section 2.5	Bargaining Unit Information.....	3
Section 2.6	Intranet Connection.....	3
<b>ARTICLE 3</b>	<b>UNION SECURITY</b>	
Section 3.1	Federation Membership.....	4
Section 3.2	Agency Shop.....	4
Section 3.3	Election of Membership.....	4
Section 3.4	Dues Checkoff.....	4
Section 3.5	County Indemnification.....	5
Section 3.6	FPE Information Days.....	5
<b>ARTICLE 4</b>	<b>GRIEVANCE PROCEDURE</b>	
Section 4.1	Definition of Grievance.....	5
Section 4.2	Federation Representation.....	6
Section 4.3	Procedural Steps.....	6
Section 4.4	Written Presentation.....	7
Section 4.5	Time Limitations.....	7
<b>ARTICLE 5</b>	<b>FINAL RESOLUTION OF GRIEVANCES</b>	
Section 5.1	Final and Binding Arbitration.....	7
Section 5.2	Resolution by Personnel & Salary Advisory Board.....	9
<b>ARTICLE 6</b>	<b>NO DISCRIMINATION</b>	
Section 6.1	No Discrimination.....	9

<b>ARTICLE 7</b>	<b>SENIORITY</b>	
Section 7.1	Definition of Seniority .....	9
Section 7.2	Termination of Seniority.....	9
Section 7.3	Seniority List.....	9
Section 7.4	Layoffs and Recalls.....	10
Section 7.5	Posting and Filling of Vacancies .....	10
Section 7.6	Transfers .....	11
Section 7.7	Reassignment of Work Location.....	12
<b>ARTICLE 8</b>	<b>COMPENSATION</b>	
Section 8.1	Purpose of Article .....	12
Section 8.2	Overtime .....	12
Section 8.3	Call-Back and Standby Pay.....	13
Section 8.4	Substitution Pay .....	13
Section 8.5	Regular Rate of Pay .....	13
Section 8.6	Meal Reimbursement Policy.....	13
Section 8.7	Travel Policy.....	14
Section 8.8	Shift Differential .....	14
Section 8.9	Bonus Award .....	15
Section 8.10	Life Insurance.....	15
Section 8.11	Direct Deposit .....	15
Section 8.12	Cleaning Allowance.....	15
Section 8.13	Funeral Benefit.....	15
Section 8.14	Death Benefits.....	15
Section 8.15	Field Training Officers.....	16
Section 8.16	Correctional Officers Roll-Call.....	16
Section 8.17	Correctional Emergency Response .....	16
<b>ARTICLE 9</b>	<b>HEALTH INSURANCE COMMITTEE AND COVERAGE</b>	
Section 9.1	Composition of Committee.....	16
Section 9.2	Health Care Coverage.....	18
Section 9.3	Dental Insurance .....	20
Section 9.4	Prescription Plans.....	21
Section 9.5	Optical Plan.....	21
Section 9.6	Hearing Aid Benefit.....	22
Section 9.7	Non-Duplication of Health Coverage .....	22
Section 9.8	Health & Dependent Care Flexible Spending Accounts.....	22
Section 9.9	Medicare Benefits .....	22
Section 9.10	Information Access .....	23
<b>ARTICLE 10</b>	<b>HOURS OF WORK</b>	
Section 10.1	Workweek .....	23
Section 10.2	Regular Workweek .....	23
Section 10.3	Workday.....	23
Section 10.4	Regular Workday .....	23
Section 10.5	4-Day Workweek .....	24

Section 10.6	Flextime and Alternative Work Schedules .....	24
Section 10.7	Shift Exchanges .....	24
<b>ARTICLE 11</b>	<b>DISCIPLINE AND DISCHARGE</b>	
Section 11.1	Types of Discipline .....	24
Section 11.2	Disciplinary Record .....	24
Section 11.3	Investigatory Interview .....	25
<b>ARTICLE 12</b>	<b>GENERAL PROVISIONS</b>	
Section 12.1	Copies of Memorandum of Understanding.....	25
Section 12.2	Educational Assistance Program.....	25
Section 12.3	Mail Stops.....	25
Section 12.4	Furlough and Lay-Off .....	25
<b>ARTICLE 13</b>	<b>HOLIDAYS AND PERSONAL LEAVE</b>	
Section 13.1	Paid Holidays .....	26
Section 13.2	Pay for Unworked Holidays.....	26
Section 13.3	Holiday Work Pay.....	26
Section 13.4	Eligibility .....	26
Section 13.5	Overtime Pay Credit.....	26
Section 13.6	Personal Leave .....	26
<b>ARTICLE 14</b>	<b>VACATION</b>	
Section 14.1	Vacation Entitlement .....	27
Section 14.2	Accrual and Use of Vacation Leave.....	27
Section 14.3	Separation Benefit.....	27
Section 14.4	Rate of Pay .....	28
Section 14.5	Overtime Pay Credit.....	28
Section 14.6	Holiday During Vacation .....	28
Section 14.7	Vacation on Day of Early Closing .....	28
Section 14.8	Vacation Scheduling .....	28
Section 14.9	Eligibility for Vacation Accrual.....	28
<b>ARTICLE 15</b>	<b>SICK LEAVE</b>	
Section 15.1	Sick Leave Accrual .....	28
Section 15.2	Retirement Benefit .....	29
Section 15.3	Notice of Use of Sick Leave .....	29
Section 15.4	Holiday During Sick Leave.....	29
Section 15.5	Abnormal Sick Leave Use .....	29
Section 15.6	Sick Leave Credit.....	30
Section 15.7	Unearned Sick Leave .....	30
Section 15.8	Overtime Computation.....	30
Section 15.9	Family Illness .....	30
<b>ARTICLE 16</b>	<b>LEAVES OF ABSENCE &amp; OTHER LEAVES</b>	
Section 16.1	Leaves of Absence .....	31

Section 16.2	Bereavement Leave.....	31
Section 16.3	Jury Duty.....	31
Section 16.4	Military Leave.....	32
Section 16.5	Work-Related Injury.....	32
Section 16.6	Federation Leave.....	33
Section 16.7	Leave Donation.....	33
<b>ARTICLE 17</b>	<b>SAFETY AND HEALTH</b>	
Section 17.1	Safe and Healthy Working Conditions.....	33
Section 17.2	Flu Shots.....	33
Section 17.3	Safety Equipment.....	34
Section 17.4	Safety Committee.....	34
Section 17.5	Random Alcohol-and Drug-Testing.....	34
<b>ARTICLE 18</b>	<b>CLASSIFICATION PLAN</b>	
Section 18.1	Revision of Class Specifications.....	34
Section 18.2	Establishment of New Class.....	35
<b>ARTICLE 19</b>	<b>PENSION</b>	
Section 19.1	Benefits Provided General Employees.....	35
Section 19.2	Benefits Provided for Correctional Officers.....	39
<b>ARTICLE 20</b>	<b>NO STRIKES OR LOCKOUTS</b>	
Section 20.1	No Strikes.....	44
Section 20.2	No Lockouts.....	44
<b>ARTICLE 21</b>	<b>SUBCONTRACTING</b>	
Section 21.1	Federation Notification.....	44
<b>ARTICLE 22</b>	<b>DURATION AND SCOPE OF MEMORANDUM</b>	
Section 22.1	Separability.....	45
Section 22.2	Implementation of Memorandum of Understanding.....	45
Section 22.3	Term of Memorandum of Understanding.....	45

# **MEMORANDUM OF UNDERSTANDING**

## **PREAMBLE**

**WHEREAS**, the Baltimore County Administration ("Administration") and the Baltimore County Federation of Public Employees, AFT, AFL-CIO ("Federation") desire to provide efficient public service to the citizens of Baltimore County, and;

**WHEREAS**, the Federation and the Administration agree that this goal can best be achieved through a harmonious relationship between them, the parties hereby agree as follows:

## **ARTICLE 1 - RECOGNITION OF FEDERATION**

### **Section 1.1 - Federation Recognition**

The Administration recognizes the Federation as the exclusive representative of its employees, as defined in Section 1.2 of this Article, for the purpose of negotiating and otherwise representing such employees in all matters relating to wages, hours and other conditions and terms of employment.

### **Section 1.2 - Employee Defined**

Whenever used in this Memorandum of Understanding, the term "employee" shall mean all salaried employees in Pay Schedule I of the Baltimore County Classification and Compensation Plan.

## **ARTICLE 2 - MANAGEMENT AND EMPLOYEE RIGHTS**

### **Section 2.1 - Management Rights**

It is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and departments; set standards of services to be offered to the public; to determine the methods, means, personnel, and other resources, including volunteers, by which the County's operations are to be conducted, including the contracting out of work if deemed necessary by the County, and exercise control and discretion over its organization and operations. It is also the right of the County subject to applicable provisions of this Memorandum of Understanding and, in accordance with the Charter and other applicable laws, to direct its employees; to hire, promote, transfer, assign, or retain employees; and to establish reasonable work rules; also to demote, suspend, discharge, or take any other disciplinary action against its employees for just cause. Nothing contained in this section shall be deemed to deny the right of any employee to submit a grievance with regard to the exercise of such rights.

### **Section 2.2 - Employee Rights**

An employee will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Federation, or to refrain from such activity in accordance with the Employee Relations Act of Baltimore County. In the exercise of this right, employees and their representatives will be free from any and all interference, restraint, coercion and discrimination. Except as otherwise expressly provided in this Memorandum of Understanding and in the Employee Relations Act of Baltimore County, the right to assist an employee organization extends to participation in the management of the organization and acting for the organization as representative, including presentation of views to officials of Baltimore County, or other appropriate authority.

### **Section 2.3 - Federation Activities**

- a) Designation of Federation Representatives

- b) In addition to Field Representatives employed by the Federation, the Federation may designate representatives from among the employees. A written list of the Federation's representatives shall be furnished to the Administration every January 1, and the Federation shall immediately notify the Administration of any changes of such representatives.
- c) Federation Activities  
With the permission of the appropriate supervisor(s), Federation representatives designated pursuant to Section 2.3 (a) of this Memorandum of Understanding shall be permitted reasonable time during working hours and on County premises to post official Federation notices on bulletin boards designated for such purposes by the Administration; to transmit communications, authorized by the Federation, to the Administration or its representative(s); to consult with the Administration or its representative(s) concerning the enforcement of any provisions of this Memorandum of Understanding; to consult with an employee and/or the Federation President with respect to the administration of this Memorandum of Understanding; to attend investigatory interviews if requested by employees pursuant to Section 11.3; and to represent employees at grievance meetings and hearings conducted pursuant to Section 4.3 of this Memorandum of Understanding. Access under this Section 2.3 (c) shall be denied only when the use of such time would interfere with the operations of the County.
- d) Notice to Federation  
The Administration shall notify the Federation in advance of layoffs, promotion of employees to positions outside of the bargaining unit, removal of positions from the bargaining unit, and of new employee orientation programs.
- e) Federation President  
The President of the Federation shall be granted a full-time leave of absence for the President's duties from the Department to which the President is otherwise assigned, but shall remain on the payroll of such Department, for the purpose of performing full-time duties on behalf of the Federation. During such leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.
- f) County Mail  
The Federation may use the County mail system for the distribution of this Memorandum of Understanding. The Federation may use the County mail system for the monthly distribution of its newsletters, to which it may attach materials related to its function as collective bargaining representative. No public political campaign literature shall be permitted. The Federation agrees simultaneously to provide to the Director of Human Resources a copy of any material intended for membership-wide or unit-wide distribution.
- g) Contractual Rights  
Supervisors and bargaining unit members shall not waive or allow to be waived a contractual right.
- h) New Employee Orientation information.  
The Federation President will be notified via email by the following agency/department of upcoming orientations meeting/training. The notifications will be sent as soon as the orientations are scheduled and will include date, time and location.



A Federation Representation will be granted access time to orientations/meetings to provide information to new full time county employees on the benefits of joining the union at the following locations:

- 911 Center - one 30 minute time block at the 911 Center during the first two weeks of ECT Trainee training.
- Corrections - one 30 minute time block at the Detention Center during the first two weeks of Correctional Pre-service training.
- Office of Human Resources - At 4:30pm, on the day of the orientation, or at the completion of the New Employee Orientation program to pay schedule I or I C employees.

#### **Section 2.4 – Labor-Management Meetings**

Recognizing that the Federation and the Administration have as mutual objectives, to bring about a higher level of public service and improved efficiency in the operation of the county government, and to promote the improvement of employer-employee relations, upon request of the President of the Federation or the Director of Human Resources, representatives of the Federation and the Administration shall meet at mutually agreeable times to discuss issues of concern.

#### **Section 2.5 Bargaining Unit Information**

The employer agrees to furnish a report or reports on a quarterly basis (upon request) to the Union in electronic form, listing new hires of employees in the Bargaining Unit, employees of this unit on an unpaid leave of absence of thirty days or more, and employees of this unit who exited county service. These reports will include the employee's name, job classification code, adjusted employment date, termination date and reason, if inactive, rate of pay, if active, and organization code. The employer will provide a quarterly demographic report (upon request) to the Union in electronic form, containing the following information for each active employee in the Bargaining Unit: The employee's name (last, first and middle initial), adjusted employment date, salary anniversary date, organizational code, employment status code, job classification code and title, work location code, pay standards, annual rate of pay, and whether or not the employee has dues deductions.

The County will provide the Union with a current listing of agency/department organizational code numbers and mail stop numbers. This shall be done twice a year at the request of the union. The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.

#### **Section 2.6 Intranet Connection**

During fiscal year 2010 the County will provide the Federation software to enable connection to the County intranet, BCNet. The cost of this software, connection and associated hardware costs shall be borne by the Federation.

## ARTICLE 3 - UNION SECURITY

### Section 3.1 - Federation Membership

All employees covered by this Memorandum of Understanding who (a) are members of the Federation, or (b) all employees who are thereafter hired shall, as a condition of continued employment, maintain membership in the Federation or pay to the Federation a service fee in an amount not to exceed the then current Federation dues, in order to defray the cost incurred by the Federation in serving as the exclusive representative of employees in accord with the Employee Relations Act of Baltimore County. The provision of this section shall be contingent upon the showing by the Federation, annually, to the Administration that more than thirty percent (30%) of the employees covered by this Memorandum of Understanding are dues paying members of the Federation.

### Section 3.2 - Agency Shop

Notwithstanding the provisions of Section 3.1, in the event that the Federation certifies to the County that seventy percent (70%) or more of the employees covered by this Memorandum of Understanding are dues paying members of the Federation, then, in such event, membership dues or a service fee, not to exceed the then current membership dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as the Federation annually certifies to the County that the seventy percent (70%) contingency still exists.

### Section 3.3 - Election of Membership

An employee required to make an election of membership status must do so within thirty (30) days following receipt of such form from the Federation. Failure to do so shall result in the Federation notifying the County of the breach by the employee of the provisions of this Article 3. The County will then notify the employee within five (5) working days of receipt of the Federation notification that the employee has ten (10) working days in which to make such an election. If the employee still does not make an election in the time provided, or has not made a financial arrangement satisfactory to the Federation, the County shall notify the employee's appointing authority that the employee has breached the terms of continued employment, and the appointing authority shall then begin proceedings subjecting the employee to appropriate disciplinary action, including termination.

### Section 3.4 - Dues Checkoff

Upon receipt of a written authorization from an employee, the Administration shall deduct from the wages due said employee each pay period, and remit to the Federation, monthly, at its headquarters, the biweekly dues as fixed by the Federation, or the equivalent service fee and/or deductions for Federation sponsored insurance programs, provided that the Administration shall cease such deductions upon an employee's termination of employment, transfer to a job outside the bargaining unit, layoff from work, or authorized leave of absence. The Administration shall resume such deductions upon the return of an employee from layoff or authorized leave of

absence. The Administration shall cease deductions for Federation dues or service fees upon receipt of a revocation of such authorization from an employee that is executed within thirty (30) days prior to the anniversary date of such authorization.

### **Section 3.5 - County Indemnification**

The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Federation shall indemnify and hold the County harmless from any and all claims, grievances, arbitration, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article.

### **Section 3.6 - Federation Information Days**

The County agrees to allow Federation Information Days up to four times per year at each county facility, to provide information about the Federation and other related benefits. The Federation shall make the requests for Federation Information Days to the Director of Human Resources thirty (30) days prior to requested date. The Federation shall state in the request the date, times and location of the information day and the participants. The date, location and times that these days take place are subject to the approval by the Director of Human Resources; such approval shall not be unreasonably denied. It is understood that County operations will not be interfered with, as employees will visit these locations on their own time. The normal time will be from 11:00 a.m. to 2:00 p.m.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### **Section 4.1 - Definition of Grievance.**

(a) The term grievance shall mean any dispute between an employee and the Administration, (a) concerning the application or interpretation of the terms of this Memorandum of Understanding; (b) concerning the discriminatory application or misapplication of the rules and regulations of any agency of the County; or (c) involving the suspension, dismissal, disciplinary action, promotion or demotion of the employee or any complaint about an examination or examination rating. The procedure set forth in this Article 4 and Article 5 of this Memorandum of Understanding are the exclusive procedures for the resolution of all grievances, and no employee shall be permitted to process any grievance except as set forth herein.

#### **(b) Federation Grievances**

It is understood that general grievances involving the provisions of this Memorandum of Understanding may be presented by the Federation President when, in the opinion of the President, such grievances would protect the general interests of employees.

## **Section 4.2 - Federation Representation**

An employee shall be entitled to Federation representation at each step of the grievance procedure. However, the Federation shall not be required to represent, for purposes of grievance hearings, those employees who are not dues-paying members of the Federation. Notwithstanding the foregoing provisions of this Article, any employee shall have the right to present grievances to the Administration and to have such grievances adjusted in accord with the procedures set forth in this Article, without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding, and provided that the Federation is given an opportunity to be present at such adjustment.

## **Section 4.3 - Procedural Steps**

Recognizing that grievances should be raised and settled promptly, all grievances, except grievances involving the suspension or dismissal of an employee, must be presented in accordance with the following procedures. A grievance involving the suspension of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at Step 3 by the filing of a written grievance with the appropriate department head within ten (10) workdays after the employee has been notified of the suspension. A grievance involving the dismissal of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at Step 4 by the filing of a written grievance with the Director of Human Resources within ten (10) workdays after the employee has been notified of the dismissal. The procedural steps for correctional officers represented by this memorandum of understanding to file a grievance on a disciplinary issue are in Exhibit J.

### **Step 1**

Within ten (10) workdays following the event giving rise to the grievance or within ten (10) workdays following the time when the employee reasonably should have gained knowledge of its occurrence, the aggrieved employee may orally present the grievance to the employee's immediate supervisor. The immediate supervisor shall attempt to settle the grievance, and shall respond orally within five (5) workdays of presentation by the aggrieved employee.

### **Step 2**

If the grievance is not settled at Step 1, the aggrieved employee may file a written grievance with the Division Chief, Bureau Chief or equivalent supervisor within five (5) workdays of the oral response. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the appropriate supervisor or the supervisor's designee, and such other County representatives as may be designated, within ten (10) workdays after receipt of the written grievance. The supervisor or the supervisor's designee shall submit a written answer to the grievance to the aggrieved employee within ten (10) workdays of such meeting, and shall simultaneously forward a copy of such answer to the Federation Field Representative.

### Step 3

If the grievance is not settled at Step 2, the aggrieved employee may file a written appeal of the Step 2 answer with the appropriate department head within ten (10) workdays after the employee's receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the department head or the department head's designee, and such other County representatives as may be designated, within ten (10) workdays of receipt of the written appeal. The department head or the department head's designee shall submit a written answer to the aggrieved employee within (10) workdays of such meeting, and shall simultaneously forward a copy of such answer to the Federation Field Representative.

### Step 4

If the grievance is not settled at Step 3, the aggrieved employee may file a written appeal of the department head's answer with the Director of Human Resources within ten (10) workdays after receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the Director of Human Resources or the Director's designee, and such other County representatives as may be designated, within fifteen (15) workdays after receipt of the written appeal. The Director of Human Resources and the Director of Human Resource's designee shall submit a written answer to the aggrieved employee within fifteen (15) workdays of such meeting, and simultaneously forward a written copy of such answer to the Federation Field Representative.

## **Section 4.4 - Written Presentation**

All grievances presented at Steps 2 through 4, as set forth in Section 4.3 of this Article, shall be in writing, signed by the aggrieved employee, and shall set forth the specific provisions of the Memorandum of Understanding or rules and regulations at issue and the relief sought by the aggrieved employee.

## **Section 4.5 - Time Limitations**

The time limits set forth in this Article and Article 5 are of the essence of this Memorandum of Understanding. Said time limits may be extended only by the mutual written agreement of the Administration and the aggrieved employee and/or the Federation representative. If the aggrieved employee (or the Federation, in the case of a Federation grievance) fails to comply with the time limits set forth in this Article, or if the Federation fails to comply with the time limits specified in Article 5, the grievance shall be deemed to have been waived. If the Administration fails to comply with any time limit set forth in this Article, the Federation may elect to proceed to the next step.

# **ARTICLE 5 - FINAL RESOLUTION OF GRIEVANCES**

## **Section 5.1 - Final and Binding Arbitration**

### **(a) Appeal Procedure**

Any grievance as defined in Section 4.1(a) or (b) of this Memorandum of Understanding, that has been properly processed through the grievance procedure set forth in Article 4 and

which has not been settled at the conclusion thereof, may be appealed to arbitration by the Federation by serving written notice of intention to appeal on the Director of Human Resources. Said written notice shall set forth the specific provision(s) of this Memorandum of Understanding or of the County's rules and regulations at issue, and a statement of the specific relief sought on behalf of the employee. A grievance must be appealed under this Section 5.1 not later than ten (10) workdays after receipt by the Federation Field Representative of the Director of Human Resources answer at Step 4 of the grievance procedure set forth in Article 4, or said grievance shall be deemed to have been settled in accordance with the Step 4 answer which shall be final and binding on the aggrieved employee, the Federation and the Administration.

(b) Selection of Arbitrator

Within ten (10) workdays after receipt by the Administration of the written notice of appeal specified in Section 5.1(a) of this Article, either the Administration or the Federation may request the Federal Mediation and Conciliation Service to furnish a list of no fewer than seven (7) qualified and impartial arbitrators, one of whom shall be designated to act as arbitrator of the grievance. Notice of such request shall be provided promptly to the other party. Selection shall be made by the Administration and the Federation alternately deleting names from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(c) Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Memorandum of Understanding or the rules and regulations of a County agency at issue between the Federation and the Administration, as specified in the written grievance filed by the aggrieved employee at Step 2 of the procedure set forth in Article 4 of this Memorandum of Understanding. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding or any rules and regulations of a County agency, or impose on either party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding or the rules and regulations of the County agency, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Federation. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both the Administration and the Federation and shall be final and binding on the aggrieved employee or employees, the Administration and the Federation.

(d) Fees and Expenses of Arbitrator

The fees and expenses of the arbitrator shall be shared equally by the parties. The cost of any transcript shall be borne by the party or parties ordering it.

## **Section 5.2 - Resolution by Personnel and Salary Advisory Board**

### **(a) Notice of Appeal**

Any grievance as defined in Section 4.1(c) of this Memorandum of Understanding that has been properly processed through the grievance procedure set forth in Article 4 and which has not been settled at the conclusion thereof may be appealed for a final resolution by the Personnel and Salary Advisory Board, by serving written notice of intention to appeal on the Chairman of the Personnel and Salary Advisory Board within ten (10) workdays of receipt of the Director of Human Resources answer at Step 4 of the procedures set forth in Article 4 of this Memorandum of Understanding.

### **(b) Resolution by Personnel and Salary Advisory Board**

The Personnel and Salary Advisory Board shall hold a hearing and finally resolve the dispute in accord with its existing rules and regulations. The decision rendered by the Personnel and Salary Advisory Board shall be final and binding on the aggrieved employee, the Federation and the County Administration.

## **ARTICLE 6 - NO DISCRIMINATION**

### **Section 6.1 - No Discrimination**

In accordance with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation.

## **ARTICLE 7 - SENIORITY**

### **Section 7.1 - Definition of Seniority**

Seniority shall mean an employee's length of continuous service in the Baltimore County Classified Service, from the date of initial employment, or re-employment following a termination of prior seniority. An employee's seniority shall not accrue during any period of layoff in excess of twelve (12) months.

### **Section 7.2 - Termination of Seniority**

An employee's seniority shall be terminated and the employee's rights under this Memorandum of Understanding forfeited for the following reasons:

- (a) discharge for just cause, quit, expiration of a leave of absence or resignation; or
- (b) layoff for a period in excess of twenty-four months.

### **Section 7.3 - Seniority List**

The Administration shall maintain a list showing the seniority of all employees covered by this Memorandum of Understanding, which list will be arranged alphabetically by class title and be

maintained by the Office of Human Resources. A copy of the seniority list shall be furnished to the Federation on or about January 1 of each year.

#### **Section 7.4 - Layoffs and Recall**

(a) In the event a reduction in force becomes necessary for reason of economy, the Administration shall lay off, within the job classification and department affected, first: seasonal, temporary and part-time employees; and then: classified employees, in inverse order of seniority, provided that if a layoff is necessitated because the funding of a grant program is reduced or eliminated, those employees employed pursuant to such grant will be laid off within the job classifications and departments affected in inverse order of seniority prior to the layoff of any other employees. A classified employee so laid off shall be entitled to "bump" the junior employee in the same job classification or classification series or to transfer to a vacant position in an equal or lower pay grade, provided the transferring employee meets the minimum qualifications of the job classification to which the employee wishes to transfer and provided that employees employed pursuant to a grant and laid off because of the reduction or elimination of such grant shall be entitled to "bump" in accord with the provisions of this Section 7.4. By order of seniority, a classified employee on layoff shall be recalled to the classification and Department from which the employee was laid off before a new employee is hired for such position.

#### **(b) Layoff due to Technology**

If an employee is to be laid off due to the employee's job being eliminated due to the introduction of new technology to the employee's job, the County will, whenever practicable, make every reasonable effort to train the displaced employee in the new technology or retrain the employee for a comparable full-time merit position in the County.

#### **Section 7.5 - Posting and Filling of Vacancies**

(a) When a vacancy in the classified service in Pay Schedule I occurs which the Administration intends to fill and for which no eligible list exists, the Administration shall post an announcement of the vacancy on the bulletin boards whereon such announcements are normally posted, for a minimum of ten (10) workdays. Such announcement shall identify the vacancy by the class title, pay grade and pay range and the location of the position, and shall include the minimum qualifications for the position.

Such announcements shall also state how and where to file and the closing date for receipt of applications. Any employee may submit an application for a vacant position. In the event two (2) or more employees certified from the eligible list are, in the judgment of the appointing authority, equally qualified, seniority shall determine who is appointed to the vacant position. Employees will be informed of their numerical score on any test for promotion and of their ranking on the eligibility list.

(b) Shift Changes. When a vacancy occurs, a request for a shift change will be granted based upon the Administration's evaluation of the ability, competence and dependability of the employee requesting the shift change. If ability, competence and dependability are equal, the most senior employee's request will be granted. It is expressly understood that a



certain number of experienced employees are required to operate the shifts efficiently and this fact may cause the denial of any or all requests for a shift change.

## **Section 7.6 - Transfers**

### **(a) At the Request of the Employee**

An employee who has completed the probationary period may apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position of the same classification anywhere in the County Classified Service, stating the employee's reasons for requesting the transfer. The Director of Human Resources may transfer the employee if the Director deems such transfer to be in the interest of both the employee and the County Classified Service. An employee who has completed the probationary period may also apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position in another classification, assigned the same pay grade, anywhere in the County Classified Service, provided the employee meets the approval of the County Administrative Officer. The Director of Human Resources may transfer the employee if the Director deems such transfer to be in the interest of the employee and the County Classified Service, and provided further that each agency head affected by the transfer gives written approval of the transfer. The Director of Human Resources may require a qualifying examination of any person requesting such a transfer.

### **(b) By Determination of the Administration**

The County Administrative Officer may cause employees in the County Classified Service to be transferred within or between County agencies to meet workload peaks or emergency conditions, except that no employee may be transferred out of the County Classified Service without the employee's written consent.

The Director of Human Resources shall have the power, upon written recommendation of an agency head and subject to the approval of the County Administrative Officer, to transfer a classified employee from the position which the employee occupies in one classification within the employee's agency to any vacant position in another classification, assigned the same pay grade, within the employee's agency.

### **(c) Rate of Pay Upon Transfer**

(1) Transfer. An employee who is transferred to a vacant position in the same pay grade, whether within or between County agencies, shall be paid the same rate of pay as the employee received prior to the transfer. An employee who is transferred shall receive night shift differential if applicable to the employee's new position.

(2) Demotion. When an employee, as a matter of discipline, is involuntarily demoted for cause to a position in a lower pay grade, the employee's rate of pay shall be reduced to the maximum rate for the new classification or the employee shall continue at the same rate of pay, whichever is lower. When an employee requests a voluntary demotion from a position in one pay grade to a

position in a lower pay grade, the rate of pay upon transfer shall be adjusted to a rate in the pay grade commensurate with the employee's skill, ability and experience in the new classification.

### **Section 7.7 - Reassignment of Work Location**

The agency head shall have the authority to transfer an employee from a position in one classification within the agency to a vacant position of the same classification within the same agency. If an employee desires to transfer to another position in the same classification within the same agency, the employee shall submit a request in writing to the department/agency head, stating the reasons for the requested transfer. The ability and competence of the employee shall be taken into consideration as well as the employee's work record before granting such a transfer request. If ability and competence are equal, the most senior employee will be transferred.

## **ARTICLE 8 - COMPENSATION**

### **Section 8.1 - Purpose of Article**

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages.

### **Section 8.2 – Overtime**

#### **(a) All Pay Schedule I Employees**

All pay schedule I employees shall be compensated for overtime in accordance with Rule 10 of the current Baltimore County Compensation Plan, attached hereto as Appendix B. For purposes of determining an employee's entitlement to overtime, hours for which an employee received compensatory leave shall be considered hours worked.

#### **(b) Seventh Consecutive Day of Actual Work**

Employees in pay grades 1 through 30 who are required to work on their regularly scheduled day off, and such work results in this becoming the seventh (7th) consecutive day of actual work, shall be paid at two (2) times the regular hourly rate for all actual hours worked on such seventh (7th) day.

#### **(c) Overtime Assignment**

Prior to assigning compulsory overtime, the County shall request volunteers to perform such overtime work from among the employees who are normally assigned such work.

#### **(d) Compensatory Time**

For employees in the Bureau of Utilities, at the discretion of the Bureau Chief, and when agreed to by the employee, such employees may receive compensatory time for overtime hours worked; each employee may choose to receive compensatory time for a minimum of 70 overtime hours per year. Compensatory leave must be scheduled in accordance with Section 14.8, Vacation Scheduling.

### **Section 8.3 - Call-Back and Standby Pay**

#### **(a) Call-Back, Call-In Pay**

In accord with Rule 10 of the current Baltimore County Compensation Plan (see Exhibit B below), eligible employees required by the supervisor to return to work after the completion of the employee's regular shift, will receive one and one-half (1-1/2) times the employee's regular rate of pay for a minimum of four (4) hours on the first call back in a 24-hour period. All call backs after the first will be paid at one and one-half (1-1/2) times the employee's regular rate of pay for actual hours worked. If an employee is called in to work early, and the call-in assignment and regular work shift overlap, the employee will be paid time and one-half (1-1/2) for all hours worked before the start of the regular work shift, with a minimum of two (2) hours.

#### **(b) Standby Pay**

In accord with Rule 10 of the current Baltimore County Compensation Plan (see Exhibit B below), eligible employees will be paid one-fourth (1/4) their regular rate of pay for all hours the employee is required by the supervisor to be on "standby." Call-back hours shall be deducted from the 24-hour period before calculating standby pay. A standard call back and standby policy shall be established for each section and/or department.

### **Section 8.4 - Substitution Pay**

Employees who are required to substitute in a higher classification shall be paid for all hours of substitution upon the completion of one shift, and in accordance with Rule 10 of the current Baltimore County Compensation Plan.

### **Section 8.5 - Regular Rate of Pay**

- a) All Pay Schedule 1 & 1C employees, on the payroll as of October 1, 2014, will receive a one-time lump sum payment equal to 3% of their base salary during the first two weeks of November.
- b) Effective July 1, 2015, the Pay Schedule 1 and 1C Salary Scale shall be increased by three percent (3%).
- c) Steps and longevities shall be guaranteed for fiscal year 2013, 2014, 2015 and 2016.

### **Section 8.6 - Meal Reimbursement Policy**

Any employee performing duties beyond the normal work hours on weekdays, and in addition, all non-prearranged work hours on weekends, all work performed beyond the normal work day on prearranged weekends and on holidays, will be paid at a rate of seven dollars (\$7.00) per meal, pursuant to the following schedule

Correctional Officers will continue to be entitled to meals under the schedule stated in Article 8, section 8.6, however, when a meal is provided to the Correctional Officer working overtime, this shall be considered as one meal and the employee will not receive the \$7.00 for the meal.

Employees Whose Regular Workday Consists of 7 Hours	
No. of Hours Worked in a Day	No. Of Meals
<u>Regular Workweek:</u>	
11 - 13	1
13 - 19	2
19 - 24	3
<u>Scheduled Day Off:</u>	
4 - Less than 6	1
6 - Less than 12	2
12 - Less than 18	3
18 Hours to 24 Hours	4

Employees Whose Regular Workday Consists of 8 Hours	
No. of Hours Worked in a Day	No. of Meals
<u>Regular Workweek:</u>	
12 - 14	1
14 - 20	2
20 - 24	3
<u>Scheduled Day Off:</u>	
4 - Less than 6	1
6 - Less than 12	2
12 - Less than 18	3
18 Hours to 24 Hours	4

The period for determining the number of hours worked in a day shall begin with the employee's normal scheduled reporting time. A separate policy has been entered into covering employees in the Detention Center.

### **Section 8.7 - Travel Policy**

Employees will be reimbursed for the use of their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their position, at the rate set by the Internal Revenue Service and in accordance with the County Travel Policy, Appendix D attached hereto. Any adjustment in the rate shall take place on the date of adjustment by the Internal Revenue Service.

### **Section 8.8 - Shift Differential**

(a) Employees on the payroll of the County as of June 30, 1984 shall continue to receive a pay shift differential equal to ten percent (10%) of the employee's regular rate of pay; each employee's differential shall be capped at the dollar amount earned by such employee immediately after the implementation of the 3% cost-of-living increase on July 1, 1998. Employees hired on or after July 1, 1984 shall receive a pay shift differential of one dollar (\$1.00) per hour; effective July 1, 1998 such differential shall be one dollar ten cents (\$1.10) per hour. Any employee who is absent from work under the provisions of Article 14 or 15 of this Memorandum of Understanding shall not receive shift differential pay after an absence of twenty-nine (29) calendar days.

(b) Any correctional dietary officer at the Department of Corrections who is regularly assigned to a shift in which four or more hours occur between 3:00 p.m. and 8:00 a.m. will receive shift differential for regularly scheduled hours worked after 3:00 p.m. and worked prior to 8:00 a.m. Any correctional officer assigned to a position on Inmate Processing, Inmate Receiving or Front Desk, who is regularly assigned to a ten hour shift on a four-day, ten-hour workweek schedule, and whose regular shift contains three or more hours that occur between 3:00 p.m. and 8:00 a.m., will receive shift differential for regularly scheduled hours worked prior to 8:00 a.m. and worked after 3:00 p.m.

### **Section 8.9 - Bonus Award**

The County shall continue in effect its bonus award program which enables employees to receive a bonus award equivalent to a one-step increase in their pay grade, not to exceed twenty-five hundred dollars (\$2,500). The award of such bonus shall be at the discretion of the County Administration and in accord with rules established by the County Administration.

### **Section 8.10 - Life Insurance**

(a) This benefit section (a) applies only to employees hired on or before June 30, 1997. The life insurance benefit shall be two (2) times the employee's annual salary, adjusted up to the nearest \$1,000, subject to a maximum of \$200,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. The employee may purchase an additional \$10,000 or \$20,000 of additional life insurance, with the employee paying 100% of the cost of such additional life insurance. Upon retirement, the life insurance benefit shall not be reduced.

(b) This benefit section (b) applies only to employees hired on or after July 1, 1997. The life insurance benefit shall be one (1) times the employee's annual salary, adjusted up to the nearest \$1,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. This benefit shall be in effect only during the employee's active service as a Baltimore County employee.

### **Section 8.11 - Direct Deposit**

Direct deposit of regular payroll checks shall be available to all employees. Employees will be required to receive their regular payroll checks through direct deposit at a bank or other banking facility.

### **Section 8.12 - Cleaning Allowance**

All Correctional Officers (Lieutenant and below), Correctional Dietary Officers, Correctional Dietary Sergeants, Police Service Officers, Security Officers, and Animal Control Officer I, II, shall receive a cleaning allowance of two hundred dollars (\$200), Forensic Service Technicians I, II two-hundred and fifty (\$250) dollars for uniform maintenance per contract year.

### **Section 8.13 – Funeral Benefit**

The County will fund a Funeral Benefit that will provide reimbursement of up to \$10,000 for actual funeral expenses incurred in the event a Pay Schedule I employee is killed on the job, subject to the requirements of the County policy adopted and administered by the County Administrative Officer.

### **Section 8.14 - Death Benefits**

The County shall provide death benefits in accordance with Baltimore County Code section 5-1-228.

### **Section 8.15 - Field Training Officers**

- A. Correctional Officers serving as Field Training Officers shall receive a differential of one (\$1.00) dollar per hour while serving in that capacity.
- B. Emergency Communication Technician I who serves as a trainer shall receive a differential of one (\$1.00) dollar per hour while serving in that capacity.

### **Section 8.16-Roll Call**

Correctional Officers, Corporals, Sergeants and Lieutenants who attend a fifteen (15) minute daily roll-call shall be paid the applicable overtime rate for time spent in roll call.

### **Section 8.17 Correctional Emergency Response Team and Certified Instructors**

Correctional Officers at the rank of Lieutenant and below who are members of the Emergency Response Team or qualified as a certified instructor and perform the duties of an instructor at the Baltimore County Detention Center shall receive a supplemental pay in the amount of five hundred and twenty (\$520) dollars. This supplemental pay shall be available for performing the duties in one of the above categories and shall not be given for both categories. This supplement shall be paid over a twenty-six week pay period.

## **ARTICLE 9- HEALTH INSURANCE COMMITTEE AND COVERAGE**

**It is the Administration's intent that the Health Care Review Committee be a viable body during term of the present Memorandum of Understanding. To that end, the Administration supports the following:**

### **Section 9.1 - Composition of Committee**

- A. One representative from AFSCME Local #921. (Appointed by the President.)
- B. One representative from Baltimore County Federation of Public Employees (FPE). (Appointed by the President.)
- C. One representative from the Baltimore County Federation of Public Health Nurses (BCFPHN). (Appointed by the President.)
- D. One representative from the Baltimore County Fraternal Order of Police (FOP Lodge #4). (Appointed by the President.)
- E. One representative from the Baltimore County Professional Fire Fighters Association (IAFF Local 1311). (Appointed by the President.)
- F. One representative from the Baltimore County Supervisory Managerial & Confidential (SMC) Group. (Appointed by the President.)
- G. One representative from the Baltimore County Deputy Sheriffs (FOP Lodge #25). (Appointed by the President.)

- H. A Health Care Review Committee Chairperson to be chosen by the six labor organizations. The Health Care Review Chairperson shall be in addition to the aforementioned employee representatives.
- I. The Baltimore County Director of Human Resources.
- J. The Baltimore County Insurance Administrator.
- K. Depending on the nature of the issue before the Committee, others may be called upon for consultation and advice.

**Section 9.1 (a) - Purpose and Scope of the Committee Responsibilities**

The Health Care Review Committee will meet as needed, at the request of the Director of Human Resources and the Health Care Review Committee Chairperson, to exchange ideas and to evaluate health coverages. The Committee, in its advisory capacity, may make recommendations to the Administration as to the following:

- A. Health coverage costs.
- B. New and different benefit offerings.
- C. Plan designs.
- D. Cost containment measures.
- E. Internal health care educational communications.
- F. By mutual agreement, other areas of health benefit coverage not specifically specified above.

In order for the Committee to carry out its responsibilities, appropriate financial utilization data that the Administration possesses, or may readily obtain, will be shared with the Committee upon request.

**Section 9.1 (b) - Employee Representative**

The Administration agrees that up to two (2) employee representatives named by the employee chair of the Health Care Review Committee may participate on any RFP concerning health care plans. Those employee representatives will be afforded the opportunity to have input into the development of such an RFP or any specifications, which will be consummated through a panel engaged in competitive negotiations. In addition, hired consultants for labor may participate in an observatory capacity.

**Section 9.1 (c) - Health Care Bargaining Agent**

The Administration and the employee organizations agree that the employee representatives on the Health Care Review Committee shall collectively be considered the bargaining agent on health care issues. During formal negotiations either side may utilize resources including additional staff, consultants or advisors to assist in negotiations. Such resources will be considered observers while at the table and are entitled to participate in discussions or deliberations. Tentative agreements are subject to ratification by the membership of each employee organization.

**Section 9.2 - Health Care Coverage Medical Plans**

The County shall provide employees and retirees not eligible for Medicare with a national Preferred Provider Organization (PPO) type Plan that provides in-network and out-of-network benefits. The plan design shall be as follows:

	IN-NETWORK	OUT-OF-NETWORK
Coinsurance	85%	75%
Annual Deductible	\$200/\$400	\$300/\$600
Out of Pocket Maximum	\$1,000/\$2,000	\$1,500/\$3,000
Primary Care Copay	\$15	75% after deduct
Specialist Copay	\$25	75% after deduct

The PPO Plan shall be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

The County shall provide one Open Access Health Maintenance Organization (HMO) and one alternative HMO. These plans will also be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

**Subsidy**

Employees hired prior to July 1, 2007, the following subsidies shall apply to the total premium for health care:

PPO	County	Employee
December 1, 2012	80%	20%
December 1, 2013	80%	20%
December 1, 2014	79%	21%
December 1, 2015	77%	23%
December 1, 2016	75%	25%

Open Access HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%



Employees hired after July 1, 2007, the following subsidies shall apply to the employees individual premiums for health care after September 1, 2007. The County will subsidize a percentage difference between the individual and dependent coverage.

PPO	County	Employee	% of Difference w/Dependents
December 1, 2012	80%	20%	75%
December 1, 2013	80%	20%	75%
December 1, 2014	79%	21%	74%
December 1, 2015	77%	23%	72%
December 1, 2016	75%	25%	70%

Open Access HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%
December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%
December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

**Contracts with Health Care Plans** - Health Care Plan Vendors and benefits shall be mutually agreed upon by the Administration and the collective employee representatives to the Health Care Review Committee.

**Retiree Health Insurance** - The County shall provide the same health insurance benefit plans offered to active employees for retirees not eligible for Medicare who attain sufficient creditable service for a full retirement within their bargaining unit, or retirees who qualify for disability retirement. The County subsidy for the Medicare Supplemental Plan is 75% of the plan premium for Medicare eligible individuals who retired prior to July 1, 2007.

The County will contribute toward the premium for available benefit plans in accordance with the County's Policy, on Insurance Benefits for Baltimore County retirees. Employees who retire from county service shall have the subsidy provided for in Exhibit F.

County retirees who would otherwise reach Medicare eligibility age, but who do not qualify on their own or through a spouse for Medicare coverage, will be allowed to remain in the County health plans offered to non-Medicare retirees. Upon reaching Medicare eligibility age, the County subsidy will be Exhibit F.

Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available through pension check deductions at 100% of the premium with no county subsidy.

Employees, who are hired after July 1, 2007 and then retire, shall have the subsidy for Health Insurance and Medicare provided for in Exhibit G.

**Section 9.3 – Dental Insurance**

**Traditional Dental Plan** - The County will offer active employees only, a traditional indemnity dental plan with the following level of benefits:

<b>Annual Deductible</b>	September 1, 2007	\$50/\$100
	September 1, 2008	\$60/\$120
	September 1, 2009	\$70/\$140
	September 1, 2010	\$80/\$160
	September 1, 2011	\$100/\$200

**Annual Maximum** \$1,500 per Individual

**Coinsurance:**

Preventive Services	100% - no deductible applies
Basic Services	80% after deductible
Major Services (including periodontics)	50% after deductible
Orthodontia (to age 19)	50% after deductible to \$2,000 lifetime maximum per individual

The County contribution for this plan through August, 2011 will be as follows:

September 1, 2007	50%
September 1, 2008	55%
September 1, 2009	60%
September 1, 2010	65%
September 1, 2011	75%

Thereafter, the plan, benefit, and County/Employee premium contributions shall be subject to negotiations through the Health Care Review Committee. Retirees may participate in the Traditional Dental Plan at 100% of the premium with no County Subsidy.

**Managed Dental Plans** - The County will offer two managed dental plans. If one plan fails to offer acceptable service or ceases service, the County may withdraw it from the benefits package following approval by a majority of the Employee Representatives on the Health Care Review Committee. The County contribution toward the managed Dental plans for active employees and non-Medicare eligible retirees will be 75%. Medicare retirees may continue the Managed Dental Plans at 100% of the premium with no County Subsidy.

**Section 9.4 – Prescription Plans**

The County shall offer a prescription plan with a national network, included in the premium cost for all County medical plans. The following 3-tier formulary prescription plan will be included with the CIGNA OAP and OAPIN Medical plans

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 102 day supply
\$5 copay for Generic Drug	\$10 copay for Generic Drug
\$20 copay for Brand Formulary Drug	\$40 copay for Brand Formulary Drug
\$35 copay for Brand non-Formulary Drug	\$70 copay for Brand non-Formulary Drug

**Effective January 1, 2015**

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 102 day supply
\$12 copay for Generic	\$24 copay for Generic Drug
\$30 copay for Brand Formulary Drug	\$60 copay for Brand Formulary Drug
\$45 copay for Brand non-Formulary Drug	\$90 copay for Brand non-Formulary Drug

Medicare Supplemental RX Deductible:	Effective September 1, 2007 \$75 person/year
	Effective September 1, 2008 \$100 person/year

The County shall provide for the participation of the Health Care Review Committee in the review of the prescription plan formulary Network and Care Management utilized by the prescription plan administrator and periodic review of the formulary. Prescription plans shall be included with the medical plans.

**Section 9.5 – Vision Plan**

The County shall provide a Vision Plan to County employees, non-Medicare eligible retirees and their eligible dependents. The County shall pay 90% of the premium cost of the optical plan and the enrolled employee or retiree shall pay 10% of the premium cost. Beginning September 1, 2005 the county shall provide a managed vision network. Medicare retirees may continue the Vision Plan at 100% of the premium with no County Subsidy.

The Vision plan shall provide both in network and out of network coverage as follows:

<b>Benefits</b>	<b>In-Network Davis Provider Member Pays</b>	<b>Out-of-Network</b>
<b>Routine Eye Exam</b>	No copay	Plan reimburses up to \$45, member pays the balance
<b>Frames - Tower Collection (Fashion)</b>	\$10	N/A

<b>Frames - Tower (Upgrade)</b>	\$30	N/A
<b>Frames - Non-Tower</b>	Out-of-Pocket cost varies	Plan reimburses up to \$35, member pays the balance
<b>Lenses - Single Vision</b>	Included with frames	Plan reimburses up to \$40, member pays the balance
<b>Lenses - Bifocal/Trifocal</b>	Included with frames	Plan reimburses up to \$60/90, member pays the balance
<b>Contact Lenses (in lieu of eyeglasses)</b>	\$10 copay on formulary or \$75 Single/\$95 Bifocal contact lens allowance towards provider supplied	Plan reimburses up to \$75/\$95 member pays the balance (Single/Bifocal)

**Section 9.6 – Hearing Aid Benefit**

The County shall provide a hearing aid benefit to employees and non-Medicare eligible retirees enrolled in the plan. Effective 01/01/2014 the PPO Plan and the Open Access HMO Plan pay 100% of the allowed benefit with an unlimited dollar maximum. Members are limited to 2 hearing aids every 3 years.

**Section 9.7 – Non-Duplication of Health Coverage**

No benefit-eligible employee, retiree or dependent of an employee or retiree can be covered on more than one County-sponsored medical plan. No benefit-eligible employee or retiree can enroll in a County medical plan if they are enrolled as a dependent on any medical plan outside of County employment. If a benefit-eligible employee or retiree covered by a medical plan outside County sponsorship loses coverage, they will be allowed to immediately enroll in a County plan upon verification that outside coverage has been terminated.

**Section 9.8 – Health and Dependent Care Flexible Spending Accounts**

Health Care and Dependent Care Flexible Spending Accounts (FSAs) will be offered to active employees and administered under section 105(h) (for the Health Care Plan) and section 129 (for the Dependent Care plan) of the Internal Revenue Code. The period of coverage for FSA plans is 12 months. Re-election in the plans is required each benefit plan year.

**Section 9.9 – Medicare Benefits**

The County will contribute to the cost of the Medicare Supplemental plan for Medicare eligible retirees as provided for in Exhibit F.

**Section 9.10 - Information Access**

The HCRC shall receive the monthly paid claims, administrative fees, and enrollment for the self-insured Medical, Dental, Pharmacy and Vision plans by line of coverage. (Data will be segmented by active employee, -65 retiree and +65 retiree). In addition, the HCRC will receive quarterly and annual reports for those plans upon receipt of those reports from the vendor.

The County will further supply reports made available to it, including Rebates Reports, by the Prescription plan vendor, HMO medical plans, and managed dental plan vendors upon receipt of said reports from the plan administrators.

The HCRC will also receive monthly, a variance report that compares the budget to the actual paid claims experience.

The County and the HCRC mutually agree to work to improve the reporting process with the various health plan vendors.

**ARTICLE 10 - HOURS OF WORK**

**Section 10.1 – Workweek**

A workweek is a period of seven (7) consecutive days, beginning at 12:00 midnight on Friday and ending at 12:00 midnight on the following Friday.

**Section 10.2 - Regular Workweek**

Except for employees employed in continuous operations, a "regular workweek" shall be five (5) consecutive regular workdays in a workweek. A continuous operation is an operation that functions seven (7) days a week. Employees assigned to the Communications Center shall not be regularly scheduled in excess of forty (40) hours in a workweek.

**Section 10.3 – Workday**

A workday is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.

**Section 10.4 - Regular Workday**

Except for employees assigned to 40-hour per week classifications, a "regular workday" shall consist of seven (7) consecutive hours of work within a workday, exclusive of a one-hour unpaid meal period. A "regular workday" for employees assigned to 40-hour per week classifications shall consist of eight (8) consecutive hours inclusive of a 30-minute meal period. The consecutive hour definition of workday above shall not include those departments or agencies where this is not current practice. The Union agrees that in the future it will not unreasonably withhold its approval of any further changes in the definition of workday.

### **Section 10.5 – 4 -Day Workweek**

Notwithstanding Sections 10.1 and 10.4 of this Article 10, if the Administration deems it feasible, it may initiate a (4) four-day, (10) ten-hour workweek not including both a Saturday and Sunday in certain forty (40) hour classifications and operations. Before doing so, the Administration will advise the Federation of such a change in schedule so that an orderly transition may be achieved. A (4) four-day, (10) ten-hour workweek shall be in effect for a minimum of three (3) consecutive months unless the Administration decides that conditions have changed so that a (5) five-day, (8) eight-hour workweek is warranted. Employees on such a schedule will earn and accrue all leaves at the rate in effect for those people not working such a schedule.

### **Section 10.6 - Flextime and Alternative Work Schedules**

Flextime may be established on a department-by-department basis, by mutual agreement of the Administration and Federation. In the event two (2) or more employees have conflicts in a flextime schedule, seniority shall be the controlling factor in granting flextime. The County may offer employees, on an optional basis, Alternative Work Schedules as authorized by the County Administrative Officer.

### **Section 10.7 - Shift Exchanges**

With advance approval by the Administration, employees in the same job classification may voluntarily exchange shifts, with no financial remuneration between employees permitted.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

### **Section 11.1 - Types of Discipline**

Disciplinary action, as a matter of general policy, shall be taken in private and 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.

### **Section 11.2 - Disciplinary Record**

Any record of any disciplinary action taken against an employee shall not be placed in the employee's permanent personnel file without the employee being informed. If no disciplinary action is imposed on an employee for a period of twenty-four (24) consecutive months, all records of prior oral or written reprimands or suspensions shall be expunged from the employee's personnel file, upon the written request of the employee. This written request shall not become part of the employee's permanent record.

The Federation President shall be notified by the Department or Agency in writing, by certified mail, of the suspension pending termination of a Pay Schedule I employee at the same time as the employee is notified.

### **Section 11.3 - Investigatory Interview**

An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have a Federation representative present during the interview. Management shall allow reasonable time for the Federation representative to attend the interview, but in no case less than one (1) hour. Provided, however, that this Section will not apply where an immediate investigatory interview is an operational necessity. Supervisors will be held accountable by the Administrative Officer for compliance with this Section; failure by management to comply with this Section is not grievable by the affected employee and will not affect any disciplinary action that may be taken.

Any employee under administrative investigation by the Police Internal Affairs Section shall be informed in writing of the nature of the investigation prior to any interrogation or questioning. Upon appeal, the investigatory file from Internal Affairs may be reviewed by the employee and/or his representative no less than seven (7) days prior to the hearing.

Refer to Exhibit J for correctional officers represented by this memorandum of understanding.

## **ARTICLE 12 - GENERAL PROVISIONS**

### **Section 12.1 - Copies of Memorandum of Understanding**

The Administration agrees to print this Memorandum of Understanding in sufficient numbers to supply the Federation with copies for its officers, representatives and members.

### **Section 12.2 - Educational Assistance Program**

The County will fund an Educational Assistance Program that shall provide for reimbursement of seventy percent (70%) of tuition, lab fees and mandatory activity fees paid by an employee, for a total reimbursement of up to two thousand (\$2000) dollars in fiscal year 2006 and thereafter, subject to the existing requirements of the program.

### **Section 12.3 Mail Stops**

The Administration shall provide to the Federation the names and best available mail stop information on all pay schedule I employees. This list shall be provided on or about January 1 of each year.

### **Section 12.4 Furlough and lay off**

Bargaining unit member shall not be furloughed or laid off in fiscal years 2013, 2014, 2015 and 2016.

## **ARTICLE 13 - HOLIDAYS AND PERSONAL LEAVE**

### **Section 13.1 - Paid Holidays**

For the purpose of this Memorandum of Understanding, the following days shall be paid holidays for all employees: New Year's Day (January 1); Martin Luther King's Birthday (3rd Monday in January); Presidents Day (3rd Monday of February); Memorial Day; Fourth of July; Labor Day; Columbus Day (2nd Monday of October); Veterans' Day (November 11); Thanksgiving Day; Christmas Day; General Election Day (when applicable). In the event one of these holidays falls on a Saturday, it shall be observed on the preceding Friday. In the event it falls on a Sunday, it shall be observed on the succeeding Monday.

### **Section 13.2 - Pay for Un-worked Holidays**

Employees shall receive their regular straight-time pay for an unworked holiday. In lieu of pay, Correctional Officers shall have the option of earning compensatory time at the straight-time rate. This compensatory time shall be used during the calendar year earned.

### **Section 13.3 - Holiday Work Pay**

Employees who work on the holiday shall be paid the applicable overtime rate for all hours worked on the holiday in addition to the holiday pay specified under Section 13.2 of this Article.

### **Section 13.4 – Eligibility**

In order to be eligible for holiday pay, an employee must have been in pay status at least one day in the payroll period, which includes the holiday.

### **Section 13.5 - Overtime Pay Credit**

An un-worked holiday, which falls on an employee's regularly scheduled workday and for which the employee receives holiday pay will be considered as hours worked for the purpose of computing overtime pay.

### **Section 13.6 - Personal Leave**

(a) Accrual and Crediting. All employees shall accrue personal leave at the rate of 3.5/4 hours per month. Employees with one (1) or more years' seniority as of January 1 of any year shall be "credited," as of the first day of the new calendar year, for use during that calendar year, with the amount of personal leave which they would be entitled to accrue during that calendar year; provided that if the employee leaves the employ of the County having used more personal leave than the employee would have accrued, the value of any such excess leave used shall be deducted from the employee's last paycheck. Personal leave may not be accumulated and carried over into a new calendar year. Personal leave will be considered as hours worked for the purpose of computing overtime pay. Employees shall be credited with 42/48 hours depending upon their classification.



- (b) Rate of Use. Personal leave can be used in increments of one hour or more.
- (c) Termination Benefit. At the time of termination of employment, an employee shall be compensated for all unused personal leave actually accrued during that calendar year.
- (d) Scheduling of Personal Leave. Personal leave shall normally be scheduled in accordance with the section's and/or department's policy for scheduling vacation leave; provided, however, that exceptions shall be made for emergency use of such leave; provided further, that such leave may be denied if an employee abuses the use of such leave for emergency purposes.

**ARTICLE 14 - VACATION**

**Section 14.1 - Vacation Entitlement**

After completion of the probationary period, all employees shall be entitled to paid vacation leave earned in accordance with the following schedule:

<b>Years of Seniority</b>	<b>Paid Vacation</b>	<b>Maximum Accumulation</b>
1 - 5	84/96 Hours per Year	168/192 Hours
6 - 10	105/120 Hours Per Year	210/240 Hours
11 - 15	140/160 Hours per Year	280/320 Hours
16 and over	175/200 Hours per Year	350/400 Hours

The vacation year shall be the calendar year and all accumulation maxima are as of each succeeding January 1, with no limit on accumulation between each January 1.

**Section 14.2 - Accrual and Use of Vacation Leave**

Employees will accrue 7/8 hours vacation per month, as of the 15th of the month, during the first year of employment. Employees will not be permitted to use vacation leave until completion of the probationary period. Employees with one or more years of seniority shall, as of January 1 of each year, be credited with the vacation leave the employee would normally accrue during that vacation year. If an employee leaves the service of the County having used more vacation than the employee would have been entitled to actually accrue, the value of such excess leave used shall be reimbursed to the County. Vacation must be used in increments of fifteen (15) minutes or more. In lieu of pay, Correctional Officers shall have the option of earning compensatory time at the straight-time rate. This compensatory time shall be used during the calendar year earned.

**Section 14.3 - Separation Benefit**

Classified employees shall be paid for vacation time earned, but not taken, at the time of termination.

#### **Section 14.4 - Rate of Pay**

An employee shall be paid for vacation at the rate of pay earned by the employee at the time of the vacation (including night-shift, substitution and supplemental pay). Employees who request it in advance can receive prepayment of their bi-weekly salary before going on vacation, if approved by the Directors of Human Resources and Budget and Finance.

#### **Section 14.5 - Overtime Pay Credit**

Vacation leave is counted as a regular workday in the computation of hours per week for overtime purposes.

#### **Section 14.6 - Holiday During Vacation**

Any holiday recognized under Section 13.1 of this Memorandum of Understanding shall not be counted as a vacation day if it falls within an employee's vacation.

#### **Section 14.7 - Vacation on Day of Early Closing**

Employees on vacation leave on any day of an early closing shall be charged the full vacation day they would have been charged if the early closing had not occurred.

#### **Section 14.8 - Vacation Scheduling**

Vacation time can be taken subject to the approval of the supervisor, and such approval shall not be unreasonably withheld. If the agency wishes, a request for vacation should be sent in on the proper form (as designated by the agency) at least one (1) week prior to the requested commencement date of leave, if the leave is to extend one week or more. While every effort shall be made to meet the desires of employees in scheduling their periods of vacation leave, vacation schedules must conform to the requirements of operations, and vacations should be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority. However, if an employee with lower seniority has obtained an approved vacation schedule in writing then the same shall stand as approved.

#### **Section 14.9 - Eligibility for Vacation Accrual**

An employee must be in pay status at least one day in the payroll period which includes the 15th of the month in order to accrue vacation for that month.

### **ARTICLE 15 - SICK LEAVE**

#### **Section 15.1 - Sick Leave Accrual**

Full-time employees shall accrue sick leave at the rate of 8.75/10 hours per month. There shall be no limit on the number of sick days, which may be accumulated. Sick leave is accrued on the

15th of every month. An employee must be in pay status at least one day in the payroll period, which includes the 15th of the month in order to earn sick leave for that month.

Sick leave may be used only for absences caused by illness or injury not compensable under the Maryland Workers' Compensation Act; necessary medical, dental, or optical appointments or treatments, or confinement due to quarantine as determined by an authorized medical authority. Sick leave may only be used in increments of fifteen (15) minutes or more.

### **Section 15.2 - Retirement Benefit**

Accrued sick leave will be credited toward retirement as additional days/months of service, or to determine the thirty (30) years of creditable service, thirty-five years (35) of creditable service for employees hired after July 1, 2007, on the basis of 154/176 hours of accrued sick leave equaling one (1) month of service credit. One (1) additional month of service shall be credited if fractional hours totaling 77/88 hours or more result from the application of this formula.

### **Section 15.3 - Notice of Use of Sick Leave**

An employee who is unable to report to work because of illness or injury is required to personally call the employee's supervisor (or the supervisor's designee), or have a member of the immediate family or a designated representative call, within one (1) hour prior to or one-half (1/2) hour after the time the employee was to report for duty, unless the delay is caused by a documented emergency. The employees assigned to positions requiring twenty-four (24) hour coverage in the Communications Center and those employees assigned to positions requiring sixteen (16) to twenty-four (24) hour coverage in the Detention Center are required to personally call a member of supervision, or have a member of the immediate family or a designated representative call, at least one (1) hour prior to the time the employee was to report for duty. An employee's personal certification will be accepted for absences of four (4) days or less unless the employee is subject to the provisions of Section 15.5 of this Article.

### **Section 15.4 - Holiday During Sick Leave**

A holiday recognized under Section 13.1 of this Memorandum of Understanding shall not be counted as a sick day if it falls within the time an employee is on paid sick leave.

### **Section 15.5 - Abnormal Sick Leave Use**

An employee whose absence pattern indicates a potential overuse or questionable use of sick leave may, after documented counseling by supervision, be placed on Exceptional Absenteeism Notice, during which time the employee will be required to submit a written physician's certificate for any sick leave absence. If an employee maintains a satisfactory attendance record for six (6) consecutive months after being placed on Exceptional Absenteeism Notice, such employee will no longer be subject to the requirements of this Section 15.5 until or unless the employee is again placed on Exceptional Absenteeism Notice.

### **Section 15.6 - Sick Leave Credit**

As of January 1 of each year, an employee with one or more years of seniority shall be credited with the sick leave the employee would be entitled to accrue that year. If the employee leaves the service of the County having used more sick leave than the employee actually would have accrued, the value of such excess sick leave shall be reimbursed to the County.

### **Section 15.7 - Unearned Sick Leave**

#### **(a) Grant of Leave.**

An employee with one (1) or more years of seniority can request an unearned sick leave extension of 210/240 hours maximum during a single year. This 210/240 hour extension will not be granted until the employee has used all earned and anticipated sick, vacation, personal leave and compensatory time. Under unusual circumstances, if approved by the Administrative Officer and Director of Human Resources, an employee can request an advance of unearned sick leave beyond the limits as prescribed by this rule. An employee with less than one (1) year seniority can receive an extension only on an exception basis, subject to the approval of the Director of Human Resources. The employee will first use all accrued sick, vacation, personal leave and compensatory time and, in addition, may be granted the employee's anticipated balance before the extension is granted. A probationary employee cannot receive unearned sick leave extensions, but may, under certain circumstances, be granted the employee's anticipated balance while on probation.

Sick leave extension is granted for one (1) physician-certified illness or injury only. Any balance of the total amount granted which is unused returns to the County and a subsequent request for unearned sick leave must be processed as a new extension, subject to the 210/240 hour maximum annually.

#### **(b) Reimbursement of Leave.**

All unearned sick leave granted must be "paid back" to the County when the employee returns. An employee cannot use paid sick leave until the negative balance is erased. If necessary, an employee with a negative sick leave balance can request a second unearned leave extension in a subsequent year. Such an extension, up to a maximum total negative balance of 210/240 hours, must also be "paid back" with earned sick leave time. If an employee terminates while still carrying a negative sick leave balance, the unearned leave extension and any anticipated leave used must be paid back to the County either in cash, as a deduction from the final paycheck or from the employee's retirement system account.

### **Section 15.8 - Overtime Computation**

All hours for which an employee receives paid sick leave shall be considered hours worked for the purpose of computing overtime.

### **Section 15.9 - Family Illness**

An employee may use up to 35/40 hours of sick leave for illness in the immediate family. With the approval of the Director of Human Resources, additional sick leave may be used for illness in

the immediate family. Immediate family is defined for the purpose of this sub-section as the spouse, child, legal dependent, or parent of the employee. The employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness, and the necessity for assisting the ill member of the immediate family.

## **ARTICLE 16 - LEAVES OF ABSENCE AND OTHER LEAVES**

### **Section 16.1 - Leaves of Absence**

(a) Request for Leave. The Director of Human Resources may approve leaves of absence without pay for periods of up to one (1) year. A request for a leave of absence without pay shall be submitted in writing to the Director of Human Resources and state the reason the leave of absence is being requested and the approximate length of time off the employee desires. If approved, authorization for a leave of absence shall be furnished to the employee in writing. An employee does not earn sick leave or vacation leave while on an unpaid leave of absence. An employee who accepts other employment while on a leave of absence shall automatically be terminated unless such other employment has been approved, in writing, by the Director of Human Resources. During this leave, employees may continue participation in their health care and life insurance packages by assuming full premium costs.

(b) Return from Leave of Absence. An employee who returns from a leave of absence of more than six (6) months or from medical leave of any duration must be examined and certified by the Employee Health Clinic before returning to work. An employee who wishes to return from a leave of absence may be reinstated to the employee's former position if it is vacant, or placed on a certification list for a comparable position whenever a vacancy occurs.

### **Section 16.2 - Bereavement Leave**

Four (4) days absence without loss of pay shall be permitted for the death of a parent, stepparent, child, stepchild, brother, sister or spouse. Three (3) days absence without loss of pay shall be permitted for the death of a grandparent, spouse's grandparent, grandchild, mother-in-law or father-in-law. One (1) day absence without loss of pay shall be permitted for the death of an aunt, uncle, brother-in-law, sister-in-law, stepbrother, stepsister, son-in-law, daughter-in-law, great-grandparent, and great-grandchild; provided that one (1) day additional leave with pay may be granted, at the discretion of the Agency Head or Bureau Chief, when extensive travel is involved. Bereavement leave days must be used within ten calendar days of the date of death. Pre-scheduled vacation, sick, personal or compensatory leave may be changed to bereavement leave without charge against the employee's leave balance. Upon request by the Director of Human Resources, the employee shall offer valid proof of relationship and date of death.

### **Section 16.3 - Jury Duty**

Employees who are required to perform jury service shall be paid their regular salary. The employees summoned as jurors shall notify their supervisors immediately. Employees who

report for jury duty and are dismissed shall report to work for the remainder of the working day. Such time spent on jury service will not be charged against any leave credits. Second-shift employees required to report for jury duty, and who are not dismissed from jury duty, shall not be required to report for work on the day they report for jury duty. Third-shift employees shall not be required to report for work for a shift which ends on the day they are required to report for jury duty.

#### **Section 16.4 - Military Leave**

All employees requesting military leave to fulfill reserve obligations in the Armed Forces of the United States or in the National Guard of the State of Maryland shall be granted not in excess of fifteen (15) days annually for such purposes. Such leave will not be charged against the employee's earned vacation, and the employee will be paid full pay during such absence. An employee scheduled for military training shall notify their supervisor at least thirty (30) days in advance of a regularly scheduled military training date that would conflict with the employee's work schedule. The supervisor will make every effort to accommodate the employee's military training schedule, but it is agreed that any change in schedule will not result in the employee receiving overtime and that the change in schedule will not result in an employee working seven (7) consecutive days. Military leave shall be considered as hours worked for the purpose of computing overtime.

#### **Section 16.5 - Work Related Injury**

When an employee suffers a disability resulting from an accident or illness found to be compensable under the Maryland Workers' Compensation Act, said employee shall be allowed leave not to exceed twelve (12) months. If otherwise eligible, said leave shall begin on the next scheduled day following the day of the accident. Unless the employee is physically incapacitated and therefore unable to comply, an employee may receive such Accident Leave only if the employee notifies management of the accidental injury within two workdays of the time for which the employee requests such Accident Leave. Payment, while on leave for this reason, shall be the amount calculated individually which will result in said employee receiving as close as practicable to their normal net pay. Every application form for such leave shall contain a statement by the employee, affirmed by the employee's supervisor, setting forth the details of the accident or illness and supported by the certification of a licensed physician, setting forth the nature and extent of the injury or illness and the probable period of disability. Leave granted under this Section shall be recorded on the employee's leave record card, but shall not be charged to any other type of leave.

If incapacitated for the employee's regular assignment, the employee may be given other duties with the County for the period of recuperation. Unwillingness to accept such assignments as directed by the employee's department head or the County Administrative Officer will make the employee ineligible for leave under this regulation during the time involved.

A physician who regularly examines employees as an official physician for the Baltimore County Employees' Retirement System shall determine the physical ability of the employee to continue working or to return to work.

### **Section 16.6 - Federation Leave**

The Federation will be granted 1000 hours off for Federation business, conventions, seminars, training, etc. per year. If the Federation desires to use such leave, it must submit an oral request therefore, followed by written application for such leave, to the Director of Human Resources at least five (5) workdays prior to such use. Such leave may be denied by the Director of Human Resources only on the basis that it would unreasonably interfere with the County's operations.

### **Section 16.7- Leave Donation**

Federation of Public Employees may donate annual leave for an employee (as defined in section 1.2 of this Memorandum of Understanding) who previously was granted unearned sick leave in excess of fifteen (15) day by the Director of Human Resources (up to the limit of 240 hours) and /or by the Administrative Officer (up to the limit of 240 hours), up to a combined limit of 480 hours.

This leave may only be donated after the employee has returned to work for thirty (30) days. Donations shall only be in full day increments and shall not exceed the amount of unearned sick leave previously granted. The Federation of Public Employees shall be responsible for collection and coordination of donated annual leave from employees. All employees donating leave shall be required to provide authorization in writing on Exhibit E.

## **ARTICLE 17 - SAFETY AND HEALTH**

### **Section 17.1 - Safe and Healthy Working Conditions**

The Administration will, to the extent of its authority, provide and maintain safe working conditions for all employees. A safety representative will be designated for each post of duty of more than ten (10) employees, who will be responsible for reporting any hazardous or unsafe conditions observed or reported to the safety representative, to the appropriate supervisor in charge of that area or operation. If within a reasonable period of time corrective action is not taken, the safety representative may report the condition to the County Safety Officer. In those areas requiring twenty-four (24) hour operations, a safety representative will be designated for each duty shift of more than ten (10) employees. A list of all safety representatives will be supplied to the Federation during the first week of January. The Federation will also be notified of any changes of safety representatives. The Administration will initiate prompt and appropriate action to correct any unsafe working condition which is reported to, or observed by, the County Safety Officer. There will be annual safety inspections of all areas occupied by employees. The Federation may designate a representative at each post of duty who may participate in the annual inspection.

### **Section 17.2 - Flu Shots**

The Administration will make free "flu shots" available annually on a voluntary basis to all employees, as determined necessary by a County Health officer.

### **Section 17.3 - Safety Equipment**

Employees must use all safety equipment furnished 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, excluding correctional officers, who is required to wear safety shoes. The County shall compensate each correctional officer (excluding dietary correctional officers) eighty-five dollars (\$85) 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.

### **Section 17.4 - Safety Committee**

A Joint Committee shall be established with the goal of eliminating accidents and health hazards to the extent possible, which shall be comprised of a member of the Federation and a member of any other labor organization which has jurisdiction over the same location as this labor organization, and the County Safety Officer or the Officer's designee. Members of the Baltimore County Federation of Public Employees, AFT, AFL-CIO (Federation) have the right to attend Safety Committee meetings if such representative(s) have something substantive to present at such meetings. The Safety Committee shall meet not less than quarterly, at a time and place mutually agreeable.

### **Section 17.5 - Random Alcohol-and Drug-Testing**

(a) Pursuant to applicable Federal and State laws and regulations, the County may require the following employees to participate in a random drug and alcohol testing program: employees whose job requires a Maryland Commercial Driver's License (CDL) and/or who perform safety-sensitive duties such as driving, loading, operating, repairing, servicing, inspecting, or dispatching commercial vehicles, as identified in Federal and/or State law and regulations that require coverage by such a program. The County's program and its application shall conform to Federal and State constitutional and statutory requirements.

(b) The County may require the following employees who are regularly assigned to the Department of Corrections to participate in a random drug and alcohol testing program: uniformed employees and employees in safety-sensitive positions. The program shall be reviewed with the Federation before implementation and shall conform to Federal and State constitutional and statutory requirements.

## **ARTICLE 18 - CLASSIFICATION PLAN**

### **Section 18.1 - Revision of Class Specifications**

Specifications for classes covered by this Memorandum of Understanding shall, when deemed necessary by the County, be revised in the Baltimore County Classification and Compensation Plans, which is incorporated by reference in this Section as part hereof as fully as if set out in full herein. However, prior to doing so, the Administration agrees to provide a copy of the proposed



revised class specification to the Federation in order to obtain its written comments pertaining thereto and to meet with the Federation upon request. The Federation agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the written copy from the Administration.

### **Section 18.2 - Establishment of New Class**

The Administration agrees to provide the Federation, for its written comments, with a copy of the specification for any proposed class prior to its establishment, which if ultimately established, would be covered by this Memorandum of Understanding, and to meet with the Federation concerning same upon request. The Federation agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the class specification from the Administration.

## **ARTICLE 19 – PENSION**

### **Section 19.1 Benefits Provided General Employees**

- Normal and discontinued service retirement upon meeting age and service requirements
- Occupational disability benefits upon entry into the System
- Disability benefits for non-occupational related injury or illness upon attaining 10 years of creditable service.
- Occupational death benefits resulting from an injury in actual performance of the job
- Non-occupational death benefit coverage after five years of creditable service
- Credit for unused sick leave and military service
- Service credit for transfer time from a Maryland state or local municipal retirement system
- Cost of living adjustments are provided if sufficient excess earnings exist in the Fund
- DROP eligibility if hired prior to 7/1/07, minimum age 55, and Rule-of-85 (age and service)
- Option not to join pension system at age 55

### **NORMAL SERVICE RETIREMENT BENEFITS FOR MEMBERS HIRED PRIOR TO 7/1/07:**

Members are eligible for normal service retirement after the attainment of age 60 with 5 years of creditable service or after 30 years of creditable service regardless of age. If a member is age 60 as of 6/30/07 and attains 5 years of creditable service, retires at age 65 with 5 years of creditable service, or retires with 30 years of creditable service regardless of age, the member will earn 1/55<sup>th</sup> for each year of creditable service times the member's Average Final Compensation (AFC). If the member does not meet the above criteria but otherwise meets retirement eligibility, the member shall receive 1/55<sup>th</sup> for each year of service prior to 7/1/07 and 1/70<sup>th</sup> for each year of service on or after 7/1/07 times the member's AFC. AFC is the rate of annual earnable compensation during the highest 12 or 36 consecutive months of service, depending upon the employee's applicable benefit basis.

## **DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

General employees who were hired prior to July 1, 2007 may elect a Deferred Retirement Option Program (DROP) upon eligibility. Eligibility is based on a combined total of age and qualifying service of at least 85 and a minimum age of 55 (e.g., 30 years service + 55 years old = 85). Qualifying service includes unused sick time and military time but excludes outside transfer service. Elected officials and appointed department heads are not eligible.

The DROP allows eligible members to receive a lump sum payment at retirement in exchange for a reduced monthly benefit. When a member enters the DROP, they continue to work, their pension benefit is determined, and a DROP account is established in ERS. The DROP account is a personal retirement account that accumulates monthly pension payments, applicable retiree cost-of-living adjustments, ERS payroll contributions, an annual interest credit of 5%, and a one-time credit of unused sick time earned in the DROP period. The DROP period is a minimum of 5 years and a maximum of 10 years. However, electing the DROP does not obligate the member to work an additional 5 years. The member may opt out of the DROP at any time and be treated as if they had not elected to enter the DROP. When a DROP member retires, the DROP account may be paid to the member in a single lump sum or rolled over into an eligible retirement plan. A member in the DROP may use sick time earned prior to entering the DROP. If the member uses more sick time than earned in the DROP period, the member's pension payments and DROP account will be recalculated accordingly. If the member used that sick time to meet DROP eligibility, the DROP election date will be adjusted.

**To participate in the DROP, a member must first complete and sign a DROP Election Form at the Retirement Office in Room 169 of the County Courthouse.**

## **EARLY RETIREMENT**

Members hired prior to 7/1/07 who wish to retire before reaching normal retirement may do so after the attainment of age 55 and after completing 20 years of service. However, the retirement allowance will be reduced by 5% for every year prior to age 60 or 30 years of service, whichever results in the lesser reduction, up to a maximum reduction of 25%.

## **NORMAL SERVICE RETIREMENT BENEFITS FOR MEMBERS HIRED ON OR AFTER 7/1/07:**

Members are eligible for normal service retirement after the attainment of age 67 with 10 years of creditable service or after 35 years of creditable service regardless of age. The member will earn  $1/70^{\text{th}}$  for each year of creditable service times the member's AFC. AFC is the rate of annual earnable compensation during the highest 36 consecutive months of service. Members hired on or after 7/1/07 are not eligible for the DROP program or early retirement.

## **RETIREMENT OPTIONS**

ERS provides a retiring member with a choice of taking the maximum allowance or an optional survivorship option. An optional allowance may provide a lump sum payment or a continued monthly allowance for the beneficiary. The selection of any option actuarially reduces the maximum allowance based on the option and the ages of the retired member and the beneficiary as of the date of retirement.

**Maximum Allowance** - Unreduced retirement allowance with no provisions for continued payments after the retired member's death. All benefits cease at the time of the retired member's death.

**Option 1** - Reduced benefit. If the retired member dies before receiving in annuity payments the total contributions, plus interest accumulated in their account at the time of retirement, any remaining balance will be paid in a one-time, lump-sum payment to the designated beneficiary or beneficiaries. All monthly benefits cease at the time of the retired member's death. Under this option, the retiree may change the beneficiary even after receiving the first monthly payment and can also designate multiple beneficiaries.

**Option 2** - Reduced benefit. Upon the death of the retired member, 100% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 3** - Reduced benefit. Upon the death of the retired member, 50% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 4** - Reduced benefit. Allows any portion of the retired member's allowance, the amount to be determined by the retired member, to continue throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 5** - Reduced benefit. Allows 100% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the Maximum Allowance described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

**Option 6** - Reduced benefit. Allows 50% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the maximum described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

### **MILITARY SERVICE CREDIT**

Upon vesting, a member may be eligible to receive retirement credit for up to four years of active duty military service, on a year-for-year basis. Application for military credit can be made up until the time of retirement. To apply, a member must bring their DD214 to the Retirement Office and complete an Application for Military Credit. Active duty service credit will be verified and added to the member's account.

### **CREDIT FOR UNUSED SICK LEAVE**

When a member's final retirement benefit is calculated, a member receives service credit for unused sick leave. One month of service credit shall be granted for every 22 days of unused sick leave. A remainder of 11 days or more will be rounded up to the next full month. Sick leave shall not be used to determine membership service required for the following: death benefit; ordinary disability; vesting; early retirement or average final compensation.

### **WITHDRAWING FROM THE SYSTEM**

Members may withdraw from the System and receive their accumulated contributions only upon termination of employment. If employment is resumed and membership reinstated, no loss of prior service will occur if all accumulated contributions that were withdrawn are redeposited with interest to date of redeposit. Employees reenrolling under such conditions may not take a normal service retirement or an ordinary disability retirement for three years after reenrollment.

### **TRANSFER OF SERVICE CREDIT**

If a new member was employed by the State of Maryland or any other jurisdiction within Maryland immediately prior to employment with Baltimore County, they may be eligible for transfer of prior retirement system service credit. In accordance with State law, new employees have only one year from the date of membership with ERS to claim prior service credit and provide accumulated contributions to ERS. To qualify for transfer service credit, there must be no break in employment greater than 90 days and no employment elsewhere within the break. It is the employee's responsibility to initiate this transfer process with this one-year limitation period. No exceptions are allowed.

### **CONTRIBUTIONS**

Employee contributions into the Retirement System are made through automatic payroll deductions. Retirement deductions are non-taxable, reducing the taxable income reported on the member's W-2 Form.

1. Effective July 1, 2010 employees shall contribute an additional five-tenths (.5%) percent of their base salary towards their pension. Beginning July 1, 2010, employees hired after July 1, 2007 shall contribute six and one-half (6.5%) of their earnable compensation toward their pension.
2. Effective July 1, 2011 employees shall contribute an additional five-tenths (.5%) percent of their base salary towards their pensions. Beginning July 1, 2011, employees hired after July 1, 2007 shall contribute seven (7%) percent of their earnable compensation toward their pension.

## **RETIREE COST OF LIVING ADJUSTMENTS (COLAs)**

1. The System provides COLAs to eligible retirees only if sufficient excess investment income exists in the Post Retirement Increase Fund to provide a minimum one percent increase. To receive a retiree COLA, a retiree must be retired for at least 12 months as of June 30 plus and additional four years. The Post Retirement Increase Fund (PRIF) shall be reduced from eight (8%) percent to six (6%). Retiree COLAs range from 1% to 3% and are based on the change in the Consumer Price Index (CPI-U) for the 12 months ended December. COLAs are effective in July and are granted independently of employee COLAs.
2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

## **RETIREMENT FILING PROCEDURES**

- Select a retirement date and benefit option.
- Schedule an appointment 2-3 months before your retirement effective date.
- Bring your birth certificate to your appointment.
- Spouses are welcome to attend.
- Board of Trustees must approve your application.
- The Insurance Office of your employer will set up insurance deductions for eligible members.
- The Retirement Office will confirm final monthly benefit allowance and option by letter.
- Benefit payments will be dated and payable on the last banking date of the month.
- Retirees are required to bring a voided check and sign up for direct deposit.

### **Section 19.2 Benefits provided for Correctional Officers**

Normal and discontinued service retirement upon meeting age and service requirements

- Occupational disability benefits upon entry into the System
- Disability benefits for non-occupational related injury or illness upon attaining 10 years of creditable service
- Occupational death benefits resulting from an injury in actual performance of the job
- Non-occupational death benefit coverage after five year of creditable service
- Credit for unused sick leave and military service
- Service credit for transfer time from a Maryland state or local municipal retirement system
- Cost of living adjustments are provided if sufficient excess earnings exist in the Fund

- DROP eligibility if hired prior to 7/1/07
- Option not to join pension system at age 55

### **NORMAL SERVICE RETIREMENT BENEFITS**

Members hired prior to 7/1/07 are eligible for normal service retirement after the attainment of age 60 with 5 years of creditable service or after 20 years of creditable service regardless of age. Members hired on or after 7/1/07 are eligible for normal service retirement after the attainment of age 67 with 10 years of creditable service or after 25 years of creditable service regardless of age. 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. Members hired prior to 7/1/07 and retiring with less than 20 years of creditable service will earn 1/55<sup>th</sup> of AFC times the number of years of creditable service if they are age 60 as of 6/30/07 and attain 5 years of creditable service or retire at age 65 with 5 years of creditable service. All other members hired prior to 7/1/07 and retiring with less than 20 years of creditable service will earn 1/55<sup>th</sup> of AFC times the number of years of creditable service prior to 7/1/07 and 1/70<sup>th</sup> of AFC times the number of years of creditable service on or after 7/1/07. For members hired prior to 7/1/07, AFC is the rate of annual earnable compensation during the highest 12 consecutive months of service. For members hired on or after 7/1/07, AFC is the rate of annual earnable compensation during the highest 36 consecutive months of service.

### **DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

A Back DROP is available to Correctional Officers and Deputy Sheriffs under which eligible active members may elect to receive a lump sum payment at retirement in exchange for a reduced monthly benefit for life. In order to be eligible for the DROP, members must be hired on or before 7/1/07, have at least 27 years of qualifying service, including credit for unused sick leave and military service. There is no credit for other jurisdiction service or service as a general employee. The DROP monthly pension benefit will be determined as of a date that is a specified number of years in the past (the "look-back" date) based on the plan provisions and the member's salary and service at that earlier date, and the lump sum payment will be based on an assumed accumulation of member contributions and monthly payments during the period from the "look-back" date to the actual retirement date. The length of the DROP may be 3 years for 27 years of qualifying service, 3, 3½ or 4 years for 28 years of qualifying service and 3, 3½, 4, 4½ or 5 years for 29 years of qualifying service. The DROP election is made retroactively when the member is ready to retire. AFC is determined as if the member had retired at the beginning of the DROP. The DROP Allowance equals 64% of AFC plus an amount equal to 2% times AFC times the excess of the full and fractional years of DROP Service over 24 years.

The Retirement Allowance paid after the retirement date will equal the DROP Allowance less any reduction for a survivorship option. The reduction will be based on the member's and beneficiary's ages at the actual retirement date, not their ages at the DROP "look-back" date. Pension payments credited to the DROP account will be increased for COLAs just as if the member had retired at the beginning of the DROP. Member contributions made during the DROP period will be credited to the DROP account. The DROP will be credited with 5% interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions. The DROP accumulation may be paid to the member in a single lump sum or rolled over into an eligible plan such as an IRA. The distribution must be taken at the actual retirement date. DROP elections may only be made by the member at the date of service

retirement. If the member dies in active service, the surviving beneficiary will not be allowed to make a DROP election.

The first retirements for a 3-year DROP cannot occur before July 1, 2010, a 3½-year DROP cannot occur before January 1, 2011, a 4-years DROP cannot occur before July 1, 2011, a 4½-year DROP cannot occur before January 1, 2012, and 5-year DROP cannot occur before July 1, 2012.

## **RETIREMENT OPTIONS**

ERS provides a retiring member with a choice of taking the maximum allowance or an optional survivorship option. An optional allowance may provide a lump sum payment or a continued monthly allowance for the beneficiary. The selection of any option actuarially reduces the maximum allowance based on the option and the ages of the retired member and the beneficiary as of the date of retirement.

**Maximum Allowance** - Unreduced retirement allowance with no provisions for continued payments after the retired member's death. All benefits cease at the time of the retired member's death.

**Option 1** - Reduced benefit. If the retired member dies before receiving in annuity payments the total contributions, plus interest accumulated in their account at the time of retirement, any remaining balance will be paid in a one-time, lump-sum payment to the designated beneficiary or beneficiaries. All monthly benefits cease at the time of the retired member's death. Under this option, the retiree may change the beneficiary even after receiving the first monthly payment and can also designate multiple beneficiaries.

**Option 2** - Reduced benefit. Upon the death of the retired member, 100% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 3** - Reduced benefit. Upon the death of the retired member, 50% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 4** - Reduced benefit. Allows any portion of the retired member's allowance, the amount to be determined by the retired member, to continue throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

**Option 5** - Reduced benefit. Allows 100% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to

the Board of Trustees, the retired member's allowance will be increased to the Maximum Allowance described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

**Option 6** – Reduced benefit. Allows 50% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the maximum described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

### **MILITARY SERVICE CREDIT**

Upon vesting, a member may be eligible to receive retirement credit for up to four years of active duty military service, on a year-for-year basis. Application for military credit can be made up until the time of retirement. To apply, a member must bring their DD214 to the Retirement Office and complete an Application for Military Credit. Active duty service credit will be verified and added to the member's account.

### **CREDIT FOR UNUSED SICK LEAVE**

When a member's final retirement benefit is calculated, a member receives service credit for unused sick leave. One month of service credit shall be granted for every 22 days of unused sick leave. A remainder of 11 days or more will be rounded up to the next full month. Sick leave shall not be used to determine membership service required for the following: death benefit; ordinary disability; vesting or average final compensation.

### **WITHDRAWING FROM THE SYSTEM**

Members may withdraw from the System and receive their accumulated contributions only upon termination of employment. If employment is resumed and membership reinstated, no loss of prior service will occur if all accumulated contributions that were withdrawn are redeposited with interest to date of redeposit. Employees reenrolling under such conditions may not take a normal service retirement or an ordinary disability retirement for three years after reenrollment.

### **TRANSFER OF SERVICE CREDIT**

If a new member was employed by the State of Maryland or any other jurisdiction within Maryland immediately prior to employment with Baltimore County, they may be eligible for transfer of prior retirement system service credit. In accordance with State law, new employees have only one year from the date of membership with ERS to claim prior service credit and provide accumulated contributions to ERS. To qualify for transfer service credit, there must be no break in employment greater than 90 days and no employment elsewhere within the break. It is the employee's responsibility to initiate this transfer process with this one-year limitation period. No exceptions are allowed.



## **CONTRIBUTIONS**

Employee contributions into ERS are made through automatic payroll deductions. Retirement deductions are non-taxable, reducing the taxable income reported on the member's W-2 Form.

1. Beginning July 1, 2010, employees shall contribute an additional five-tenths (.5) percent of their earnable compensation toward their pension. Beginning July 1, 2012, employees hired after July 1, 2007 shall contribute seven and one-half (7.5%) percent of their earnable compensation toward their pension.
2. Beginning July 1, 2011, employees shall contribute an additional five-tenths (.5%) percent of their earnable compensation toward their pension. Beginning July 1, 2011, employees hired after July 1, 2007 shall contribute eight (8%) percent of their earnable compensation toward their pension.
3. Employees hired on or after July 1, 2011 the contribution rate shall be 10% of their base salary toward their pensions, (back contributions to be paid over 18 months beginning July 1, 2012). The County pays an actuarially determined contribution annually to the System.

## **RETIREE COST OF LIVING ADJUSTMENTS (COLAs)**

1. The System provides COLAs to eligible retirees only if sufficient excess investment income exists in the Post Retirement Increase Fund to provide a minimum one percent increase. To receive a retiree COLA, a retiree must be retired for at least 12 months as of June 30 plus and additional four years. The Post Retirement Increase Fund (PRIF) shall be reduced from eight (8%) percent to six (6%). Retiree COLAs range from 1% to 3% and are based on the change in the Consumer Price Index (CPI-U) for the 12 months ended December. COLAs are effective in July and are granted independently of employee COLAs.
2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

## **RETIREMENT FILING PROCEDURES**

- Select a retirement date and benefit option.
- Schedule an appointment 2-3 months before your retirement effective date.
- Bring your birth certificate to your appointment.
- Spouses are welcome to attend.
- Board of Trustees must approve your application.
- The Insurance Office of your employer will set up insurance deductions for eligible members.
- The Retirement Office will confirm final monthly benefit allowance and option by letter.
- Benefit payments will be dated and payable on the last banking date of the month.
- Retirees are required to bring a voided check and sign up for direct deposit.

### **Pension Modifications:**

Employees hired on or after July 1, 2010 will be exclude from buying back retirement time.

Employees who opted not to join the retirement system during their first two years of service shall have until June 30, 2012 to make a selection to buy back the time.

Employees who file for an Ordinary Disability retirement shall have it changed to a Normal Service Retirement if they are eligible for a Normal Service Retirement.

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

Accidental Disability: Exhibit I.

## **ARTICLE 20 - NO STRIKES OR LOCKOUTS**

### **Section 20.1 - No Strikes**

For the duration of this Memorandum of Understanding, the Federation, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, picketing, or other interference with, or interruption of, work at any of the operations. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Memorandum. In addition to any other liability, remedy or right provided by applicable law, when a stoppage of work, boycott, picketing or other interference with, or interruption of, the operations of the County occurs, the Federation, within twenty-four (24) hours of a request by the County, shall:

- a. Publicly disavow such action by the employees.
- b. Advise the County in writing that such action by employees has not been called or sanctioned by the Federation.
- c. Notify employees of its disapproval of such action and instruct each employee to cease such action and return to work immediately.
- d. Post notices on the Federation bulletin boards advising that it disapproves such action.

### **Section 20.2 - No Lockouts**

The County shall not lock out its employees.

## **ARTICLE 21 - SUBCONTRACTING**

### **Section 21.1 - Federation Notification**

When the Administration contemplates or plans on using outside contractors to perform work, which is presently performed by Pay Schedule I employees, the Administration shall notify the Federation of such plans sixty (60) calendar days before the plans are to be implemented by

certified mail. Upon the request of the Federation the Administration shall meet with the Federation concerning the proposed contracted work. This section shall not be applicable in /cases of emergency.

## **ARTICLE 22 - DURATION AND SCOPE OF MEMORANDUM**

### **Section 22.1 – Separability**

In the event any portion of this Memorandum of Understanding should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific portion thereof specified in the court's decision; and upon issuance of such a decision, the Administration and the Federation agree to meet and confer on the invalidated portion.

### **Section 22.2 - Implementation of Memorandum of Understanding**

The Administration shall introduce all legislation necessary to implement and give full force and effect to the provisions of any Memorandum of Understanding negotiated to succeed this Memorandum of Understanding and the Administration and Federation shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council.

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

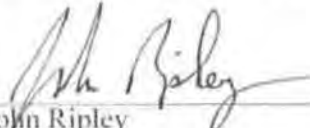
This Memorandum of Understanding shall become effective July 1, 2012 and shall continue in full force and effect until June 30, 2016. This Memorandum of Understanding shall automatically renew itself as of July 1, 2016 and for yearly periods thereafter unless either party shall give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding prior to October 15, 2015 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this

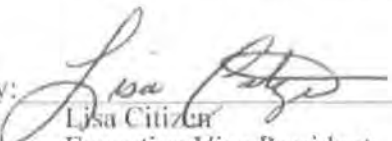
30th day of June 2014.

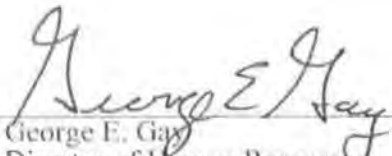
BALTIMORE COUNTY FEDERATION  
OF PUBLIC EMPLOYEES, AFT, AFL-CIO

BALTIMORE COUNTY ADMINISTRATION  
BALTIMORE COUNTY, MARYLAND

By:   
John Ripley  
FPE President  
Negotiations Team Member

By:   
Kevin Kamenetz  
County Executive

By:   
Lisa Citizer  
Executive Vice President  
Negotiations Team Member

By:   
George E. Gay  
Director of Human Resources

**Baltimore County Federation of Public Employees Membership Card** *(must be returned within 30 days)*



NAME \_\_\_\_\_ PRIMARY PHONE CONTACT # \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ WORK PHONE # \_\_\_\_\_  
 JOB TITLE \_\_\_\_\_ LOCATION \_\_\_\_\_ SS# (LAST 4 DIGITS ONLY) \_\_\_\_\_

**POLITICAL CONTRIBUTION** \$1 \_\_\_\_\_ \$2 \_\_\_\_\_ \$5 \_\_\_\_\_ OTHER \$ \_\_\_\_\_  
 (SIGN BELOW)

**BCFPE DUES** \$ \_\_\_\_\_

**FILL IN TOTAL BI-WEEKLY \$** \_\_\_\_\_

**BCFPE Membership:** Please consider this your authority to deduct from my bi-weekly salary or wages an amount certified by the union as my regular current dues in accordance with the Constitution and By-Laws of the Baltimore County Federation of Public Employees. The amount deducted shall be paid to the Baltimore County Federation of Public Employees, AFT Maryland, AFT, AFL-CIO. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the current memorandum of understanding, the Baltimore County Code, or by my termination of employment. Dues paid to BCFPE may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

**COPE Voluntary Contribution:** Please consider this your authority to deduct the above amount, if any, from my salary or wages biweekly and forward that amount to BCFPE COPE. This authorization is signed freely and voluntarily and not out of fear of reprisal and on the understanding that BCFPE COPE is engaged in joint fund-raising efforts with the AFT, AFL-CIO and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state, and local elections. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the current memorandum of understanding, the Baltimore County Code, or by my termination of employment. I understand that contributions and gifts to BCFPE COPE are not deductible as charitable contributions for federal income tax purposes. Contributions cannot be reimbursed or otherwise paid by any other person or entity.

MEMBERSHIP SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

POLITICAL CONTRIBUTION SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

The Baltimore County Federation of Public Employees (BCFPE) has certified that the list of BCFPE membership exceeds the 30% threshold in County Code. Accordingly, as a condition of employment, newly hired Pay Schedule 1 and 1-C employees are required to join the BCFPE or pay a service fee to BCFPE. BCFPE members who elect to discontinue membership shall pay a service fee to BCFPE, in accordance with county code 4-5-301:

4-5-301. EMPLOYEE RIGHTS AND RESPONSIBILITIES.

(2) The agreement authorized under this subsection does not constitute an unfair labor practice under 4-5-203 of this title.

(d) Same - Conditions.

(2) (i) This paragraph applies to salaried employees in pay schedules I and I-C of the County Classification and Compensation Plans.

(ii) In accordance with subsection (c) of this section:

1. If at least 70% of the total number of employees in the representation unit are members of the exclusive representative for that representation unit, all employees of the representation unit shall pay the service charge; and
2. If less than 70%, but more than 30% of employees in the representation unit are members, the following employees of the representation unit shall pay the service charge:

- A. Employees who are hired into the representation unit after July 2, 2012, but do not become members of the exclusive representative; and
- B. Members of the exclusive representative as of July 1, 2012 who elect to discontinue membership in the exclusive representative.

**Baltimore County Federation of Public Employees Service Fee Card** *(must be returned within 30 days)*

NAME \_\_\_\_\_ PRIMARY PHONE CONTACT # \_\_\_\_\_  
 HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
 EMAIL \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_ WORK PHONE # \_\_\_\_\_  
 JOB TITLE \_\_\_\_\_ LOCATION \_\_\_\_\_ SS# (LAST 4 DIGITS ONLY) \_\_\_\_\_



**BCFPE BI-WEEKLY FEE \$** \_\_\_\_\_  
 (SIGN BELOW)

**BCFPE Service Fee:** The undersigned has elected not to be a member of the Baltimore County Federation of Public Employees (BCFPE), and chooses the service fee option. Please consider this your authority to deduct my service fee amount from my bi-weekly salary or wages, certified by the union, in accordance with Baltimore County Code No. 4-5-301. The amount deducted shall be paid to the Baltimore County Federation of Public Employees, AFT Maryland, AFT, AFL-CIO. This authorization shall remain in effect for the duration of my employment with Baltimore County. Fees paid to BCFPE may not be deductible for federal income tax purposes; however, under limited circumstances, fees may qualify as a business expense.

MEMBERSHIP SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**BALTIMORE COUNTY  
COMPENSATION PLAN RULES AND REGULATIONS**

**REGULATION 10.01      I.      Stand-by Pay**

Classified employees in positions in grade 19 and below on Pay Schedule I or VI, or in the following classes on Pay Schedule I; Correctional Dietary Officer (40 hours), Correctional Officer (40 hours), Deputy Sheriff, Deputy Sheriff First Class, Emergency Communications Technician I (40 hours), Emergency Communications Technician II (40 hours), Forensic Photographer, Forensic Services Technician I (40 hours), Highways Crew Chief (40 hours), Landfill Crew Chief (40 hours), Recreation and Parks Maintenance Crew Chief (40 hours), Traffic Road Marking Crew Chief (40 hours), Traffic Signal Construction Crew Chief (40 hours), and Utilities Crew Chief (40 hours) or in positions on Pay Schedule II, Pay Schedule V, or Pay Schedule III, who are required by their Department Heads, in writing, to serve in a recurring regularly scheduled stand-by duty assignment by being available at their homes or subject to call exclusively for work, following regular working hours or on Saturdays, Sundays, or holidays when such employee is not normally expected to work, shall be eligible for stand-by duty pay.

In accordance with a pre-determined authorized regular schedule for such stand-by duty, and subject to the following conditions, such employees shall be paid at one-fourth (1/4) their regular hourly rate for each hour spent on regularly scheduled stand-by assignments.

1. Hours compensated as stand-by duty shall not be counted in determining the total hours worked in a given workweek for overtime administration.
2. An employee not available for work after being assigned to stand-by duty will not receive any credit for stand-by duty during such official assignment.
3. In the event that such employees are actually called back to work during their stand-by assignments, such hours shall be deducted from the twenty-four (24) hour period before calculating stand-by pay.

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE I  
STANDARD GRADES**

**Baltimore County Federation of Public Employees**

**Effective January 1, 2010**

<u>GRADE</u>	<u>BASE ANNUAL RATES</u>						<u>LONGEVITY ANNUAL RATES</u>					
	<u>MINIMUM</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>MAXIMUM</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>	<u>29 YEARS</u>	
1	16,590	17,098	17,639	18,081	18,629	19,183	19,741	20,297	20,848	21,512	22,176	
2	17,098	17,639	18,081	18,629	19,183	19,741	20,297	20,848	21,512	22,176	22,842	
3	17,639	18,081	18,629	19,183	19,741	20,297	20,848	21,512	22,176	22,842	23,561	
4	18,081	18,629	19,183	19,741	20,297	20,848	21,512	22,176	22,842	23,561	24,295	
5	18,629	19,183	19,741	20,297	20,848	21,512	22,176	22,842	23,561	24,295	25,192	
6	19,183	19,741	20,297	20,848	21,512	22,176	22,842	23,561	24,295	25,192	26,273	
7	19,741	20,297	20,848	21,512	22,176	22,842	23,561	24,295	25,192	26,273	27,422	
8	20,297	20,848	21,512	22,176	22,842	23,561	24,295	25,192	26,273	27,422	28,642	
9	20,848	21,512	22,176	22,842	23,561	24,295	25,192	26,273	27,422	28,642	29,865	
10	21,512	22,176	22,842	23,561	24,295	25,192	26,273	27,422	28,642	29,865	31,262	
11	22,176	22,842	23,561	24,295	25,192	26,273	27,422	28,642	29,865	31,262	32,812	
12	22,842	23,561	24,295	25,192	26,273	27,422	28,642	29,865	31,262	32,812	34,356	
13	23,561	24,295	25,192	26,273	27,422	28,642	29,865	31,262	32,812	34,356	35,981	
14	24,295	25,192	26,273	27,422	28,642	29,865	31,262	32,812	34,356	35,981	37,747	
15	25,192	26,273	27,422	28,642	29,865	31,262	32,812	34,356	35,981	37,747	39,667	
16	26,273	27,422	28,642	29,865	31,262	32,812	34,356	35,981	37,747	39,667	41,647	

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE I  
STANDARD GRADES**

**Baltimore County Federation of Public Employees  
Effective January 1, 2010**

GRADE	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)					
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	20 YEARS	25 YEARS	29 YEARS	
17	27,422	28,642	29,865	31,262	32,812	34,356	35,981	37,747	39,667	41,647	43,642	
18	28,642	29,865	31,262	32,812	34,356	35,981	37,747	39,667	41,647	43,642	45,630	
19	29,865	31,262	32,812	34,356	35,981	37,747	39,667	41,647	43,642	45,630	47,618	
20	31,262	32,812	34,356	35,981	37,747	39,667	41,647	43,642	45,630	47,618	49,828	
21	32,812	34,356	35,981	37,747	39,667	41,647	43,642	45,630	47,618	49,828	52,116	
22	34,356	35,981	37,747	39,667	41,647	43,642	45,630	47,618	49,828	52,116	54,474	
23	35,981	37,747	39,667	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	
24	37,747	39,667	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	
25	39,667	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	
26	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	
27	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	
28	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	
29	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	
30	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	79,311	
31	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	79,311	82,994	
32	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	79,311	82,994	86,966	
33	56,836	59,193	62,216	65,381	68,548	71,938	75,625	79,311	82,994	86,966	91,171	



**BALTIMORE COUNTY GOVERNMENT**

**PAY SCHEDULE I-C**

**STANDARD GRADES**

**Baltimore County Federation Of Public Employees**

**Correctional Officers**

**Effective January 1, 2010**

GRADE	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)					
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	19 YEARS	25 YEARS	30 YEARS	
1C	39,667	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	
2C	41,647	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	
3C	43,642	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	
4C	45,630	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	
5C	47,618	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	
6C	49,828	52,116	54,474	56,836	59,193	62,216	65,381	68,548	71,938	75,625	79,311	

**BALTIMORE COUNTY GOVERNMENT****PAY SCHEDULE I****STANDARD GRADES****Baltimore County Federation of Public Employees****Effective July 1, 2015**

<u>GRADE</u>	<b>BASE ANNUAL RATES</b>						<b>LONGEVITY ANNUAL RATES</b>				
	<u>MINIMUM</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>MAXIMUM</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>	<u>29 YEARS</u>
1	17,088	17,611	18,168	18,623	19,188	19,758	20,333	20,906	21,473	22,157	22,841
2	17,611	18,168	18,623	19,188	19,758	20,333	20,906	21,473	22,157	22,841	23,527
3	18,168	18,623	19,188	19,758	20,333	20,906	21,473	22,157	22,841	23,527	24,268
4	18,623	19,188	19,758	20,333	20,906	21,473	22,157	22,841	23,527	24,268	25,024
5	19,188	19,758	20,333	20,906	21,473	22,157	22,841	23,527	24,268	25,024	25,948
6	19,758	20,333	20,906	21,473	22,157	22,841	23,527	24,268	25,024	25,948	27,061
7	20,333	20,906	21,473	22,157	22,841	23,527	24,268	25,024	25,948	27,061	28,245
8	20,906	21,473	22,157	22,841	23,527	24,268	25,024	25,948	27,061	28,245	29,501
9	21,473	22,157	22,841	23,527	24,268	25,024	25,948	27,061	28,245	29,501	30,761
10	22,157	22,841	23,527	24,268	25,024	25,948	27,061	28,245	29,501	30,761	32,200
11	22,841	23,527	24,268	25,024	25,948	27,061	28,245	29,501	30,761	32,200	33,796
12	23,527	24,268	25,024	25,948	27,061	28,245	29,501	30,761	32,200	33,796	35,387
13	24,268	25,024	25,948	27,061	28,245	29,501	30,761	32,200	33,796	35,387	37,060
14	25,024	25,948	27,061	28,245	29,501	30,761	32,200	33,796	35,387	37,060	38,879
15	25,948	27,061	28,245	29,501	30,761	32,200	33,796	35,387	37,060	38,879	40,857
16	27,061	28,245	29,501	30,761	32,200	33,796	35,387	37,060	38,879	40,857	42,896

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE I  
STANDARD GRADES**

**Baltimore County Federation of Public Employees**

**Effective July 1, 2015**

<u>GRADE</u>	<u>BASE ANNUAL RATES</u> (In Dollars)						<u>LONGEVITY ANNUAL RATES</u> (In Dollars)					
	<u>MINIMUM</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>MAXIMUM</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>20 YEARS</u>	<u>25 YEARS</u>	<u>29 YEARS</u>	
17	28,245	29,501	30,761	32,200	33,796	35,387	37,060	38,879	40,857	42,896	44,951	
18	29,501	30,761	32,200	33,796	35,387	37,060	38,879	40,857	42,896	44,951	46,999	
19	30,761	32,200	33,796	35,387	37,060	38,879	40,857	42,896	44,951	46,999	49,047	
20	32,200	33,796	35,387	37,060	38,879	40,857	42,896	44,951	46,999	49,047	51,323	
21	33,796	35,387	37,060	38,879	40,857	42,896	44,951	46,999	49,047	51,323	53,679	
22	35,387	37,060	38,879	40,857	42,896	44,951	46,999	49,047	51,323	53,679	56,108	
23	37,060	38,879	40,857	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	
24	38,879	40,857	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	
25	40,857	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	
26	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	
27	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	
28	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	
29	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	
30	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	81,690	
31	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	81,690	85,484	
32	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	81,690	85,484	89,575	
33	58,541	60,969	64,082	67,342	70,604	74,096	77,894	81,690	85,484	89,575	93,906	

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE I-C  
STANDARD GRADES**

**Baltimore County Federation Of Public Employees**

**Correctional Officers**

**Effective July 1, 2015**

<u>GRADE</u>	<u>BASE ANNUAL RATES</u>						<u>LONGEVITY ANNUAL RATES</u>					
	<u>MINIMUM</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>MAXIMUM</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>19 YEARS</u>	<u>25 YEARS</u>	<u>30 YEARS</u>	
<b>1C</b>	40,857	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	
<b>2C</b>	42,896	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	
<b>3C</b>	44,951	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	
<b>4C</b>	46,999	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	
<b>5C</b>	49,047	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	
<b>6C</b>	51,323	53,679	56,108	58,541	60,969	64,082	67,342	70,604	74,096	77,894	81,690	

TRAVEL POLICY

1. Purpose

In order to provide a uniform policy for administration of required and authorized County business travel by employees of all agencies, the following guidelines and procedures shall be adopted by all departments, effective November 29, 1979.

This policy supersedes and replaces all previously existing official or unofficial travel policies presently applied by any County agency.

2. Administration

Travel procedures will be based on information circulated and updated every fiscal year by the Office of Finance, which shall be charged with the responsibility for voucher verification, per diem averages for selected major cities, average travel timetables, air and train fare estimates, accommodation recommendations and other guideline information necessary to insure proper controls of travel expenses.

The individual agency heads shall be responsible for approving travel requests in their departments, and for insuring that travel reimbursement is neither excessive nor discriminatory in its application. Any supplementary procedures developed by the agencies shall be subject to the approval of the Administrative Officer. The agency head shall have the responsibility to determine whether a County vehicle or a privately-owned vehicle shall be used for such travel.

The County Administrative Officer, or the Administrative Officer's designee, shall monitor all travel expenses as reported quarterly by the Office of Finance.

3. Mileage Allowance

A mileage allowance at the rate set by the Internal Revenue Service, plus tolls and parking, shall be paid to County employees who use their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their positions, without regard to the number of passengers they may have. Any adjustment in the mileage allowance rate shall be effective on the first of July following any adjustment by the Internal Revenue Service.

In the application of this allowance, the employee will be entitled to reimbursement for official travel which is authorized by the agency head or designee, other than that required to and from the employee's regularly assigned office or duty station, for the purpose of mileage allowance calculations.

When an employee is required to travel on official business from home to a location other than the regularly assigned office or duty station, whether on a workday or not, the employee shall be reimbursed for mileage in excess of the distance round-trip between the employee's home and the regularly assigned place of work or duty station. It is the employee's duty to keep accurate and timely records of travel, and to report such mileage as required by the agency for reimbursement.

4. Temporary Change of Work Location

An employee who is required to report to a different work site will be reimbursed for all extra travel connected with that transfer provided that the transfer is authorized or directed by the employee's supervisor and is temporary (1 two-week pay period or less) in nature. This

allowance will only be paid for mileage beyond that normally traveled by the employee to the employee's regularly assigned place of work.

Travel allowance payments for temporary changes of work location beyond the two-week limitation must be specifically approved by the agency head, subject to the review of the Administrative Officer.

#### 5. Tolls and Parking

Should authorized County business require an employee to pay tolls or parking charges beyond that usually required by travel to their regular work area, the employee shall be reimbursed for such tolls or parking. Parking costs will not be paid to employees who are required to report to the Towson area offices on a temporary change of work location (see No. 4 above).

#### 6. Travel to Conferences, Workshops

Travel to approved conferences, meetings, workshops, training sessions and other work-related events shall be considered official County business. The agency head shall have the responsibility to determine whether a privately-owned or County-owned vehicle should be used for such trips. In planning travel, consideration shall be given to routes which minimize both time and cost to and from the destination.

Employees traveling on official County business are expected to exercise care in incurring expenses, and to avoid excessive or unnecessary costs by planning for the minimum amount of travel and the most economical mode of transportation to the destination. In all cases, the agency head, or designee, shall have final approval on advances and/or reimbursements for the agency's employees, consistent with the guidelines issued by the Office of Finance.

If it is determined that the most economical means of travel is by County vehicle, the "General Rules and Regulations for County Vehicles" shall be followed. Requests for overnight or out-of-state use of pool vehicles must be made prior to the first day of travel.

#### 7. Receipts, Gratuities

Receipts will be required by the Office of Finance for expenses such as lodging, train/bus/airplane tickets, parking, tolls over \$1.00, conference/registration fees, limousine fares and cleaning allowances. Actual expenses for items such as mileage, meals, gratuities, baggage handling charges and taxis will be reimbursed according to the schedule published by the Office of Finance.

**VOLUNTARY DONATION OF ANNUAL LEAVE**

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Social Security or Employee ID #

**RE: Leave Donation for Pau Schedule I Employees**

I, \_\_\_\_\_, a member of the bargaining unit represented by the Federation of Public Employees (hereinafter "FPE") hereby agrees to the donation of \_\_\_\_\_ hours of annual leave from my annual leave account to the sick leave account of \_\_\_\_\_. **(Please note that donation may only be made in 7/8 hour increments)** In that regard, I authorize and request Baltimore County to deduct said hours from my annual leave account and to credit such hours to the sick leave account of the aforementioned employee. I understand that my rights to the above referenced donated annual leave are relinquished and recognize that I cannot recover these annual leave hours at a future date.

It is my understanding that FPE is coordinating the voluntary annual leave donation program and I authorized the FPE to forward this authorization to the appropriate Departmental and/or County offices so that my authorization can be implemented.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**Health Care in Retirement Subsidy for Employees Hired before but Retiring after 7/1/07**

EXHIBIT F-1

**Current CY12 Subsidy Levels**

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
11	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%
12	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
13	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
14	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
15	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
16	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
17	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
18	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%
19	47.5%	47.5%	47.5%	47.5%	47.5%	47.5%
20	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
21	52.5%	52.5%	52.5%	52.5%	52.5%	52.5%
22	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
23	57.5%	57.5%	57.5%	57.5%	57.5%	57.5%
24	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%
25	63.3%	65.0%	62.5%	80.0%	90.0%	75.0%
26	66.6%	70.0%	65.0%			
27	69.9%	75.0%	67.5%			
28	73.2%	80.0%	70.0%			
29	76.5%	85.0%	72.5%			
30	80.0%	90.0%	75.0%			

**New CY15 Subsidy Levels**

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	24.0%	24.0%	24.0%	24.0%	24.0%	24.0%
11	26.5%	26.5%	26.5%	26.5%	26.5%	26.5%
12	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
13	31.5%	31.5%	31.5%	31.5%	31.5%	31.5%
14	34.0%	34.0%	34.0%	34.0%	34.0%	34.0%
15	36.5%	36.5%	36.5%	36.5%	36.5%	36.5%
16	39.0%	39.0%	39.0%	39.0%	39.0%	39.0%
17	41.5%	41.5%	41.5%	41.5%	41.5%	41.5%
18	44.0%	44.0%	44.0%	44.0%	44.0%	44.0%
19	46.5%	46.5%	46.5%	46.5%	46.5%	46.5%
20	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%
21	51.5%	51.5%	51.5%	51.5%	51.5%	51.5%
22	54.0%	54.0%	54.0%	54.0%	54.0%	54.0%
23	56.5%	56.5%	56.5%	56.5%	56.5%	56.5%
24	59.0%	59.0%	59.0%	59.0%	59.0%	59.0%
25	62.3%	64.0%	61.5%	79.0%	89.0%	74.0%
26	65.6%	69.0%	64.0%			
27	68.9%	74.0%	66.5%			
28	72.2%	79.0%	69.0%			
29	75.5%	84.0%	71.5%			
30	79.0%	89.0%	74.0%			



**Health Care in Retirement Subsidy for Employees Hired before but Retiring after 7/1/07**

EXHIBIT F-2

**New CY16 Subsidy Levels**

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	22.0%	22.0%	22.0%	22.0%	22.0%	22.0%
11	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%
12	27.0%	27.0%	27.0%	27.0%	27.0%	27.0%
13	29.5%	29.5%	29.5%	29.5%	29.5%	29.5%
14	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%
15	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%
16	37.0%	37.0%	37.0%	37.0%	37.0%	37.0%
17	39.5%	39.5%	39.5%	39.5%	39.5%	39.5%
18	42.0%	42.0%	42.0%	42.0%	42.0%	42.0%
19	44.5%	44.5%	44.5%	44.5%	44.5%	44.5%
20	48.0%	48.0%	48.0%	48.0%	48.0%	48.0%
21	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
22	52.0%	52.0%	52.0%	52.0%	52.0%	52.0%
23	54.5%	54.5%	54.5%	54.5%	54.5%	54.5%
24	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%
25	60.3%	62.0%	59.5%	77.0%	87.0%	72.0%
26	63.6%	67.0%	62.0%			
27	66.9%	72.0%	64.5%			
28	70.2%	77.0%	67.0%			
29	73.5%	82.0%	69.5%			
30	77.0%	87.0%	72.0%			

**New CY17 Subsidy Levels**

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
11	22.5%	22.5%	22.5%	22.5%	22.5%	22.5%
12	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
13	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%
14	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
15	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
16	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
17	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
18	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
19	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
20	47.0%	47.0%	47.0%	47.0%	47.0%	47.0%
21	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%
22	51.0%	51.0%	51.0%	51.0%	51.0%	51.0%
23	53.0%	53.0%	53.0%	53.0%	53.0%	53.0%
24	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
25	58.3%	60.0%	57.5%	75.0%	85.0%	70.0%
26	61.6%	65.0%	60.0%			
27	64.9%	70.0%	62.5%			
28	68.2%	75.0%	65.0%			
29	71.5%	80.0%	67.5%			
30	75.0%	85.0%	70.0%			

**General Employees**

**PRE-MEDICARE RETIREES**

**MEDICARE RETIREES**

**FY 2008**

10 - 37 Yrs of Service	<u>Base Allowance per YOS</u>	
	\$150.00	\$225.00

<u>Base Allowance per YOS</u>	
\$100.00	\$150.00

**CY 2015**

10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$148.25	\$222.50

<u>Base Allowance per YOS **</u>	
\$99.00	\$148.25

**CY 2016**

10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$145.00	\$217.50

<u>Base Allowance per YOS **</u>	
\$96.75	\$145.00

**CY 2017**

10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$141.50	\$212.50

<u>Base Allowance per YOS **</u>	
\$94.50	\$141.50

\*\* Amount before an annual adjustment of the lesser of 4% or the CPI increase, beginning with FY09 (CY 2007 CPI).

**Public Safety**

**PRE-MEDICARE RETIREES**

**MEDICARE RETIREES**

**FY 2008**

10 - 24 Yrs of Service	<u>Base Allowance per YOS</u>	
	\$150.00	\$225.50
25 Y.O.S.	\$222.00	\$333.00

<u>Base Allowance per YOS</u>	
\$100.00	\$150.00
\$148.00	\$222.00

**CY 2015**

10 - 24 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$148.25	\$222.50
25 Y.O.S.	\$219.50	\$329.25

<u>Base Allowance per YOS **</u>	
\$99.00	\$148.25
\$146.25	\$219.50

**CY 2016**

10 - 24 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$145.00	\$217.50
25 Y.O.S.	\$214.75	\$322.00

<u>Base Allowance per YOS **</u>	
\$96.75	\$145.00
\$143.00	\$214.75

**CY 2017**

10 - 24 Yrs of Service	<u>Base Allowance per YOS **</u>	
	\$141.75	\$212.50
25 Y.O.S.	\$209.75	\$314.50

<u>Base Allowance per YOS **</u>	
\$94.50	\$141.75
\$139.75	\$209.75

\*\* Amount before an annual adjustment of the lesser of 4% or the CPI increase, beginning with FY09 (CY 2007 CPI).

*Pay Schedule I Classifications*

EXHIBIT H

Code	Class Title	Grade	Code	Class Title	Grade
1.115	Lease Coordinator	23	3.312	Production and Security Technician	20
1.128	Public Information Specialist	26	3.317	Data Processing Technician	18
1.135	Mail Room Supervisor	21	3.344	Office Automation Assistant	25
1.136	Safety Officer	26	3.345	Office Automation Analyst	28
1.137	Training and Emergency Operations Coordinator	28	3.346	Senior Local Area Network Administrator	30
1.235	Clerk	15	3.347	Local Area Network Administrator	28
1.236	Office Clerk	17	3.348	Geographic Information Systems Analyst	30
1.237	Shop Clerk (40 Hours)	18	3.350	Geographic Information System Specialist I	25
1.238	Criminal Records Processor	20	3.351	Geographic Information System Specialist II	28
1.239	Criminal Records Supervisor	23	3.352	Geographic Information System Specialist III	30
1.240	Property Clerk (40 Hours)	19	3.354	Geographic Information Systems Senior Analyst	32
1.241	Criminal Information Processor	18	3.355	Applications Programmer	26
1.247	Property Clerk Supervisor (40 Hours)	21	3.356	Programmer Analyst I	28
1.248	Customer Service Coordinator	21	3.357	Programmer Analyst II	31
1.318	Data Entry Operator	17	3.358	Programmer Analyst III	33
1.319	Data Monitor	20	3.505	Financial Operations Supervisor I	25
1.321	Data Quality and Reporting Analyst	22	3.506	Financial Operations Supervisor II	28
1.525	Legal Secretary	21	4.108	Outreach Worker	18
1.600	Office Assistant	19	4.110	Public Health Educator I	27
2.105	Planner I	25	4.115	Public Health Investigator I	25
2.106	Planner II	28	4.116	Public Health Investigator II	28
2.110	Landscape Architect	32	4.206	Nursing Assistant	19
2.204	Planning and Zoning Associate	21	4.233	Hearing and Vision Technician (10 Months)	19
2.314	Appraiser	25	4.236	Hearing and Vision Technician	19
2.320	Review Appraiser	28	4.244	Assistant Community Nutritionist	21
2.322	Senior Review Appraiser	30	4.246	Community Nutritionist	25
2.323	Real Estate Specialist I	25	4.247	Nutritionist I	28
2.324	Real Estate Specialist II	28	4.253	Audiologist	28
2.325	Real Estate Specialist III	30	4.254	Speech-Language Pathologist	30
2.405	Engineer I	25	4.306	Environmental Services Aide	17
2.406	Engineer II	29	4.310	Environmental Associate (40 Hours)	21
2.628	Engineering Assistant	22	4.311	Environmental Health Specialist I	25
2.635	Engineering Associate I	22	4.312	Environmental Health Specialist II	28
2.636	Engineering Associate II	25	4.317	Natural Resource Specialist I (Options)	25
2.637	Engineering Associate III	28	4.318	Natural Resource Specialist II (Options)	28
2.641	Engineering Aide (40 Hours)	18	4.320	Natural Resource Associate	21
2.642	Instrument Operator (40 Hours)	22	4.321	Hydrologist I	28
2.647	Survey Crew Chief (40 Hours)	26	4.401	Social Work Associate	24
2.662	Public Services Estimator	22	4.405	Alcohol and Drug Counselor Trainee	20
2.711	Materials Inspector	21	4.406	Alcohol and Drug Counselor I	22
2.717	Public Works Inspector (40 Hours)	25	4.407	Alcohol and Drug Counselor II	24
3.118	Accountant I	25	4.408	Alcohol and Drug Counselor III	28
3.119	Accountant II	28	4.432	Social Worker I	26
3.205	Account Clerk I	17	4.433	Social Worker II	30
3.206	Account Clerk II	19	4.434	Social Worker III	33
3.207	Account Clerk III	21	4.469	Dental Assistant	23
3.212	Cashier	21	4.470	Dental Hygienist	27
3.301	Data Processing Operator Trainee (40 Hours)	18	4.475	Dental Administrator	29
3.302	Data Processing Operator I (40 Hours)	20	4.490	Human Services Program Specialist	28
3.303	Data Processing Lead Operator (40 Hours)	24	4.496	Human Services Assistant	21
3.304	Data Processing Operator II (40 Hours)	22			

*Pay Schedule I Classifications (Continued)*

Code	Class Title	Grade	Code	Class Title	Grade
4.497	Human Services Associate	25	10.113	Correctional Maintenance Crew Chief (40 Hours)	26
4.505	Senior Affairs Associate I	25	10.114	Correctional Officer (40 Hours)	1C
4.510	Senior Affairs Associate II	28	10.115	Correctional Sergeant (40 Hours)	4C
5.101	P.A.L. Recreation Center Coordinator	25	10.116	Correctional Lieutenant (40 Hours)	6C
5.113	Naturalist	28	10.119	Correctional Corporal (40 Hours)	2C
5.115	Horticulturist	28	10.126	Correctional Commitment Specialist	21
5.205	Property Management Grounds Maintenance Crew Chief (40 Hours)	24	10.127	Correctional Commitment Supervisor	23
6.120	Code Inspection and Enforcement Officer I	23	10.129	Correctional Program Analyst	29
6.121	Code Inspection and Enforcement Officer II	26	10.326	Traffic Road Marking Crew Chief (40 Hours)	24
6.124	Code Inspection and Enforcement Officer III	28	10.339	Traffic Signal Construction Crew Chief (40 Hours)	24
6.137	Environmental Inspection and Enforcement Officer I	25	10.349	Traffic Signal Maintenance Crew Chief (40 Hours)	26
6.218	Permit Processing Coordinator	24	10.362	Traffic Inspector I	22
6.309	Fire Protection Engineer	31	10.363	Traffic Inspector II	25
6.405	Animal Control Officer I (40 Hours)	21	10.501	Police Services Officer I (40 Hours)	20
6.406	Animal Control Officer II (40 Hours)	23	10.502	Police Services Officer II (40 Hours)	22
7.112	Facilities Inspector	25	10.503	Statistical Analyst	28
7.205	Parts Specialist I (40 Hours)	18	10.505	Quartermaster	25
7.206	Parts Specialist II (40 Hours)	21	10.506	Forensic Photographer I	24
7.207	Storekeeper I (40 Hours)	17	10.508	Latent Print Examiner I	25
7.208	Storekeeper II (40 Hours)	20	10.509	Fingerprint Technician	23
7.209	Stores Manager (40 Hours)	25	10.510	Background Investigator	26
7.222	Staff Buyer	28	10.511	Forensic Photographer II	26
7.223	Associate Buyer	22	10.512	Document Examiner	28
8.111	Parts Manager (40 Hours)	25	10.513	Firearms and Tool Mark Examiner I	28
8.202	Desktop Publishing Technician	19	10.514	Forensic Chemist II	31
8.203	Printing Technician	17	10.530	Forensic Chemist I	26
8.204	Web Page Design Coordinator	23	10.531	Forensic Analyst (40 Hours)	28
8.206	Graphic Designer	22	10.532	Computer Forensics Examiner I	28
8.207	Senior Web Page Design Coordinator	25	10.533	Latent Print Examiner II	28
8.263	CountyRide Communications Technician I	19	10.534	Computer Forensics Examiner II	30
8.264	CountyRide Communications Technician II	21	10.535	Firearms and Tool Mark Examiner II	30
8.290	Printing Equipment Mechanic	23	10.537	Forensic Laboratory Technician	21
8.294	Offset Press Operator I	19	10.538	Forensic Services Technician II (40 Hours)	28
8.295	Offset Press Operator II	21	10.539	Helicopter Pilot (40 Hours)	28
8.296	Photographic and Audiovisual Technician	21	10.540	Firearms and Tool Mark Examiner Trainee	21
8.298	Engineering Records Technician	19	10.541	Document Examiner Trainee	21
9.105	Utilities Crew Chief (40 Hours)	24	10.542	Forensic Services Technician I (40 Hours)	25
9.106	Pumping Station Crew Chief (40 Hours)	26	10.545	Fingerprint Technician Trainee	21
9.107	Pollution Control Analyst I (40 Hours)	25	10.546	Statistical Supervisor	32
9.108	Pollution Control Analyst II (40 Hours) (Options)	28	10.548	Forensic Biologist I	26
9.207	Landfill Crew Chief (40 Hours)	24	10.549	Forensic Biologist II	29
9.214	Solid Waste Crew Chief (40 Hours)	24	10.553	Juvenile Counselor	28
9.307	Highways Crew Chief (40 Hours)	24	10.601	Security Officer (40 Hours)	19
10.103	Correctional Program Specialist (40 Hours)	25	10.602	Security Supervisor (40 Hours)	21
10.105	Correctional Dietary Officer (40 Hours)	1C	10.701	Emergency Communications Technician Trainee (40 Hours)	22
10.106	Correctional Dietary Sergeant (40 Hours)	4C	10.702	Emergency Communications Technician I (40 Hours)	23
10.108	Correctional Classification Officer (40 Hours)	2C	10.703	Emergency Communications Technician II (40 Hours)	25
			10.704	Emergency Communications Supervisor (40 Hours)	27
			10.708	Emergency Communications Assistant Supervisor	26

§ 5-1-226. ALLOWANCE ON ACCIDENTAL DISABILITY RETIREMENT.

Upon retirement for accidental disability, such member shall receive an accidental disability retirement allowance which shall be as follows:

(1) (i) *Dismemberment or paralysis.* Member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained any of the losses listed in the schedule below and which loss has been determined to be the direct result of bodily injury arising through an accident, independent of all other causes, occurring while in the actual performance of duty with the county at a definite time and place, without willful negligence on the part of the member. The accidental disability allowance under this section shall be an amount equal to seventy-five (75) percent of the member's average final compensation.

(ii) Schedule of losses:

1. Both hands or both feet;
2. One hand and one foot;
3. One hand and the sight of one eye;
4. One foot and sight of one eye;
5. Sight of both eyes;
6. Paralysis (para or quadriplegia);

with respect to a hand or foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. "Loss" also means partial dismemberment of a hand or foot that results in the loss of all functional use of the partially dismembered hand or foot. With respect to eyes, "loss of sight of one eye" shall mean central visual acuity of twenty two-hundredths (20/200) or less in one eye with the use of correcting lenses, or visual acuity of greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees. "Loss of sight of both eyes" shall mean central acuity of twenty two-hundredths (20/200) or less in the better eye with the use of correcting lenses, or visual acuity greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees.

(2) (i) *Accidental disability – schedule of impairments.* A member shall be eligible to receive a full accidental disability allowance, regardless of age, if the member has sustained an impairment or impairments to the extent listed below under "schedule of impairments" as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification. The full accidental disability allowance under this paragraph shall be an amount equal to sixty-six and two-thirds (66 2/3) percent of the member's average final compensation.

(ii) *Schedule of impairments:* A seventy-five (75) percent anatomical loss of the use of the impairments listed below or a fifty (50) percent or more anatomical loss of each of two (2) or more of the impairments below; or, except as to Group 3 members, a one hundred (100) percent or more anatomical loss of the use of any combination of the impairments listed below, if the loss is caused by the same accident or incident, and, as a result of the loss, the member's employment is involuntarily terminated:

1. Speech;
2. Sight;
3. Neck;

4. Back;
5. Vital bodily organ;
6. A part of the central nervous system;
7. Arm;
8. Hip, leg, or lower extremity;
9. Shoulder;
10. Hearing;
11. Mentally incapacitated whereby a member applies for and

is granted a disability benefit under the federal old-age survivor's and disability insurance act.

(iii) The percentage of anatomical loss shall be determined in accordance with the American Medical Association guides to evaluation of permanent impairment, such determination shall include information about function and range of motion.

(3) *Accidental disability.* A member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained an impairment as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification but does not reach the extent of incapacity as found in paragraphs (1) and (2) of this section. For pay schedules IV, V, VII, and VIII, the accidental disability allowance under this section shall be an amount equal to one-fortieth (1/40) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one-fiftieth (1/50) of the member's average final compensation multiplied by the number of years of creditable service in excess of twenty (20). The minimum retirement allowance shall be equal to fifty (50) percent of the member's average final compensation. The retirement allowance for a Group 3 member shall be equal to fifty (50) percent of the member's average final compensation but not less than the normal service retirement benefit that the member would have been entitled to on the date of retirement.

Addendum to the Memorandum of Understanding between the  
Baltimore County Administration and the Baltimore County Federation of Public  
Employees, FPE/AFT, AFL-CIO Local 4883

The undersigned parties agree that the following shall apply when an investigation or interrogation is initiated by the Baltimore County Department of Corrections or a designee of the Baltimore County correctional officers as a result of an allegation that may lead to disciplinary action, demotion, or dismissal. This Addendum to the Memorandum of Understanding is incorporated into the current MOU between the Baltimore County Administration and the Baltimore County Federation of Public Employees, FPE/AFT, AFL-CIO Local 4883.

**Filing of Complaint**

Complaints alleging brutality will require the complainant to attest to the truthfulness of the matter asserted in writing.

**Preliminary Inquiry**

- A preliminary inquiry is a fact-finding process overseen by a correctional supervisor to determine if operational procedure were appropriate and all policies and procedures have been followed.
- Actions that may be included in this process are: the submission of written reports; collection of materials or any other evidence; and informal interviews of staff or others that may assist in the determination as to whether or not a violation occurred.
- An employee who is the subject of a preliminary inquiry that the employee reasonably believes may lead to disciplinary action may request to have a Federation representative present during the interview.
- Management shall allow reasonable time for the federation representative to attend the interview, but in no case less than one (1) hour. Provided, however, that this Section will not apply where an immediate investigatory interview is an operational necessity. Supervisors will be held accountable

by the administrative officer for compliance with this Section; failure by management to comply with this Section is not grievable by the affected employee and will not affect any disciplinary action that may be taken.

At any point during the preliminary inquiry, if the individual conducting the interview reasonably believes that the employee may become a target of an investigation, the employee shall be notified of their right to counsel as if the employee was under a formal interrogation (see "Right to Counsel" section, *infra*). Any employee under administrative investigation by the Police Internal Affairs Unit shall be informed in writing of the nature of the investigation prior to any interrogation or questioning.

#### **Investigation Procedure:**

- Unless a complaint of brutality by an officer is filed within 90 days after the alleged brutality, an investigation that may lead to disciplinary action for brutality may not be initiated.
- Administrative charges may not be brought unless filed within 1 year after the alleged act. The 1 year limitations period does not apply to charges of criminal activity or excessive force.
- An officer under investigation shall be informed in writing of the name, rank, and command of: (i) the law enforcement or correctional official or other individual in charge of the investigation; (ii) the interrogating official; and (iii) each individual present during an interrogation.
- Before an interrogation, the correctional officer under investigation shall be informed in writing of the nature of the investigation.
- Formal interrogation takes place at the office of the investigating officer or another reasonable location, preferably while the officer is on duty. The correctional officer under interrogation may not be threatened with transfer, dismissal or disciplinary action.
- There shall be no audio or video recording of officer unless complainant is recorded in the same fashion. The department may conduct interviews through written correspondence.
- Upon conclusion of an investigation, the case will be deemed sustained, unsustained, unsustained with Director's note, or inconclusive.



- When an investigation results in a sustained finding, an appointee of the managing official not directly involved with the investigation will notify the officer in writing of the sustained charge(s) and offer disciplinary sanctions or non-punitive actions. The officer shall be provided a summary of the investigatory file and be given reasonable time to review and consult with counsel by conclusion of the officer's shift but not more than 24 hours before being required to accept or decline the recommended sanction.
- Should the officer accept the recommended sanction, the matter will be deemed resolved. If the officer declines the sanction or fails to respond to the sanction within 24 hours, a hearing will be scheduled.

#### **Right to Counsel:**

- Whether conducted by the Internal Affairs Unit of the Baltimore County Police Department or the Department's personnel when conducting an investigation, an interrogation shall be considered a "formal interrogation" in any case when an officer is the subject of an investigation which could lead to discipline.
- An officer under formal interrogation has the right to be represented by counsel or a representative of their choosing who shall be present and available for consultation at all times during the interrogation and hearing phases. The interrogation shall be suspended for a period not exceeding three (3) days until representation is obtained.
- Officer's counsel or representative may request a recess at any time to consult with the officer and may object to any question posed. A recess will be reasonably granted as long as it does not interfere with the interview. Objections do not absolve the officer's obligation to answer the question.
- A correctional officer may be ordered to submit to interrogations.
- Statements compelled from an officer in an administrative investigation may not be used against the officer in a criminal investigation.
- Prior to interrogation, the officer shall be provided a form regarding his/her right to counsel under the MOU and a signed copy shall be made part of the investigatory file.

### **Record-keeping and Availability:**

- A summary of the investigatory file shall be forwarded to the officer no less than ten (10) days before a hearing.
- Investigatory summary shall contain the names of each witness, the nature of each charge, as well as any exculpatory information. All written statements shall be made available for review and copying.
- All documentary, photographic, tape recorded or video-taped evidence must be provided on site for review and preparation, to include any extrinsic evidence to be offered at the hearing.
- In order to allow the accused officer and counsel to review evidence and prepare for a hearing, the Department shall provide private work space and reasonable time for review of the complete investigatory file and any extrinsic evidence to be offered at the hearing.
- Failure to disclose the name of a witness in the investigatory or charging document will preclude the witness' testimony. However, any witnesses that come to the investigator's attention after the investigation stage has concluded may testify at the hearing if the following criteria are met:
  - a. The name(s) of the witness and substance of their testimony is immediately provided to the Department, officer and counsel;
  - b. The Department and counsel are provided an opportunity to interview the witness;
  - c. The hearing, if requested by the Department and/or counsel, shall be postponed no more than ten (10) days from the presentation of the information provided in subsection (a); and,
  - d. The witness is made available for cross-examination at the hearing or in a recorded deposition.
- No charges may be brought or evidence considered based solely upon an anonymous or undisclosed witness account.

### **Hearing Procedure:**

- Officers shall be provided written notice of the time, place and charges to be resolved at a hearing.
- Upon a recommendation of demotion, dismissal, suspension or any similar action which is considered a disciplinary sanction, officers who are not

accused of a felony are entitled to a formal hearing before a hearing officer/panel.

- In cases where the recommendation of a disciplinary sanction includes suspension not exceeding nine (9) days, the hearing officer shall be a Captain recommended by the Department, with a right of the employee to strike the first recommended Captain.
- In cases where the recommendation of punishment includes suspension of ten (10) or more days, demotion or termination, the hearing shall be conducted by a 3 person panel selected by the Director. The panel shall consist of the Deputy Director or Major, an appointee of the Director and an officer of equal rank. The board shall contain at least one member of equal rank to the accused. The Director shall select the Chairperson.
- The charged employee shall be entitled to disqualify one member of the board, excluding the Chairperson. The disqualification must be executed within two (2) days, excluding Saturday and Sunday, of the employee being advised of the Board's appointment. In such an event, the Director will appoint a replacement to the board.
- Neither the hearing officer nor any member of a hearing panel shall have a part in the investigation or interrogation of the correctional officer. Neither the hearing officer nor any member of a hearing panel shall have direct supervisory responsibility over the personnel involved in the interrogation or investigation. This does not mean that such staff is necessarily disqualified given the hierarchy at the Department; it simply means that they cannot have directed an individual to do something with relation to the investigation/interrogation.
- The hearing shall be a full evidentiary hearing. An audio recording of the hearing shall be kept and archived for a period of 60 days after the completion process of the appeal processes or 30 days after the date of the hearing if the officer does not appeal the decision.
- A formal written record shall be introduced. Parties shall be allowed to:
  - (i) call witnesses, (ii) introduce reliable and probative evidence and (iii) request the hearing officer or chairperson to compel the appearance of witnesses. Both parties may be represented by counsel, submit rebuttal evidence, and cross examine witnesses.

- The Department bears the burden of proof and shall present their case first. The Officer shall present their case following the conclusion of the Department's case. The Officer may not be compelled to testify at the hearing, but his/her statements may be introduced by either party.
- At the conclusion of the Department's case, the hearing officer may dismiss any charge in which the Department has presented insufficient evidence to support a guilty finding.
- Evidence which would be deemed both reliable and probative by a reasonably prudent individual is admissible and shall be given probative effect.
- No Statement from a confidential witness or anonymous source may be entered into evidence. Evidence which is probative and reliable and derived from an anonymous or confidential witness may be introduced.
- The hearing officer/panel shall give effect to the rules of privilege recognized by law and shall exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence.
- Each relevant record or document that either party desires to use shall be offered and made a part of the record.
- After each side has been given ample opportunity to present evidence and argument about the issues involved the hearing officer/panel shall determine whether the Department proved by preponderance of the evidence any of the charges.
- The hearing officer/panel may consult with a County Attorney and/or a Human Resource Generalist at any point in the hearing for legal advice and/or human resources' rules and regulations, however, that individual shall have no involvement in the investigation or supervision of the attorney presenting the Department's case.
- A decision, order or action taken as a result of a hearing shall be in writing and accompanied by findings of facts.
- The findings of fact shall consist of a concise statement on each charge in the case.
- A finding of not guilty of all charges by the hearing officer/panel terminates the action.
- A panel decision is based on a majority vote.

- If the hearing officer/panel finds by a preponderance of the evidence that a correctional officer is guilty of a charge, the hearing officer/panel shall: (i) allow the accused to present evidence which may mitigate any recommended punishment. Such evidence may be introduced at the hearing prior to providing a sanction, or 1 day after the hearing. (ii) consider the correctional officer's past job performance and other relevant information as factors before making a decision for disciplinary action.
- In the event the hearing panel determines that dismissal is the appropriate sanction, the hearing panel will make such recommendation to the Director;
- A copy of the decision or order, findings of fact, conclusions and written decision for action shall be delivered to the correctional officer or the correctional officer's representative of record and the managing official.
- Upon appeal, the investigatory file from Internal Affairs may be reviewed by the employee and/or his representative no less than seven (7) days prior to the hearing.

### **The Appeal Process:**

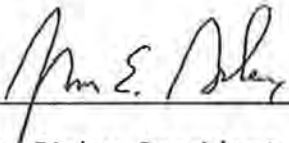
- **1<sup>st</sup> step:** - Appeal to Director- A not guilty finding by the Director terminates the matter and requires that all back pay and benefits be awarded to the employee.
  - Where the officer is found guilty at the hearing stage, an officer may request a mitigation hearing before the director to review the punishment handed down by the hearing officer or panel; or
  - May request a hearing de novo before the Director.
- **2<sup>nd</sup> step:** Appeal to the Administrative Law Judge ("ALJ") – An officer may appeal the Director's decision to the ALJ for a hearing de novo. A final decision of the ALJ may be appealed by either party to the Personnel Salary and Advisory Board ("PSAB"). The ALJ has the authority to award back pay, however the award will be stayed pending the completion of an appeal by the County.

- **3<sup>rd</sup> step:** - Appeal to the PSAB within the scope of its current authority, duties, and responsibilities. A finding by the PSAB which does not result in termination is the final order in the matter.

The undersigned agree that the above procedure will be incorporated into the current Memorandum of Understanding and remain in effect until conclusion of that Agreement. It is mutually understood and agreed upon by all parties that the above procedures shall not take effect prior to July 1, 2014. Any changes to this policy shall be mutually agreed upon between the parties.

IN WITNESS WHEREOF, the parties have executed this addendum to the current Memorandum of Understanding this 7 day of April 2014.

Baltimore County Federation of Public Employees Baltimore County Administration



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John Ripley, President



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Fred Homan, County Administrator

Baltimore County Federation of Public Employees, Local 4883