

Baltimore County Proposed MOU Settlement to Federation of Public Employees

April 11, 2019

President Ripley,

The below represents the County's efforts to capture all terms agreed to throughout the collective bargaining process for the FY20 Memorandum of Understanding. These represent tentative agreements subject to change. The Administration appreciates your efforts at good faith bargaining to arrive at these terms.

Section 8.5 – Regular Rate of Pay

Delete and replace (a) – (e) with the following:

- (a) **Effective June 30, 2020 pay schedule I, I-C, and I-E salary scale shall be increased by two (2%) percent.**
- (b) **Steps and longevities shall be guaranteed for fiscal year 2020.**
- (c) **For Fiscal Years, 2020 should AFSCME, BCFPHN, IAFF 1311 or FOP Lodge 25 receive a cost of living adjustment, FPE shall receive a cost of living adjustment at an equal rate to the highest adjustment and on the date for that respective unit. IF FUNDING IS PROVIDED FOR STEPS OR LONGEVITIES COUNTY-WIDE FOR FY20 THIS UNIT WILL ALSO RECEIVE FUNDING FOR ITS STEPS AND LONGEVITIES.**

Section 17.3 – Safety Equipment

(a) Employees must use all safety equipment furnished to them to enable employees to perform their work in a safe manner. The County shall provide one (1) pair of safety shoes per contract year to each employee who is required to wear shoes, excluding all Correctional Officers. The County shall compensate each Correctional / Dietary Officer, Security Officers, Police Services Officer, Animal Control Officers I, II, Environmental Associate, Pollution Control Analyst I, II and all Crew Chiefs series ~~eighty five dollars (\$85)~~ one hundred dollars (\$100) per contract year for uniform shoes. Highly visible shirts, vest and coveralls shall be provided for all employees whose positions require them to be exposed to vehicular traffic.

(b) During FY2020, the County shall appropriate funds for the purchase of a personally-issued ballistic and puncture resistant vest for all pay schedule 1C employees, excluding Correctional Classification Officers. Once purchased, vests will be issued to employees no more than one (1) month after successful completion of their probationary period. The County and the Bargaining unit will meet and confer regarding the type of vest to be purchased and make a recommendation to the County Administrator for approval.

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.

(Side Letter – Baltimore County will amend Rule 10 of the Baltimore County Compensation Plan to add the following leave types: personal leave, compensatory leave, permission leave, administration leave, conference leave, regular schedule day off and official non-workdays (F day).)

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, **Forensic Service Technicians I, II, Pollution Control Analyst I, II, Environmental Associate and all Crew Chiefs series** shall receive a cleaning allowance/**uniform maintenance** of ~~two hundred dollars (\$200)~~, **Forensic Service Technicians I, II ~~two-hundred and fifty (\$250) dollars~~** for ~~uniform maintenance~~ per contract year.

Section 16.6 – Federation Leave

The Federation will be granted ~~1000~~ **1260** 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 Labor Commissioner at least five (5) workdays prior to such use. Such leave may be denied by the Labor Commissioner only on the basis that it would unreasonably interfere with the County's operation.

Section 16.3 – Jury Duty

(a) 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.

(b) Pay Schedule 1E Employees assigned to a shift that *begins* on the day that the employees is 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. Pay Schedule 1E Employees who are serving on a Grand Jury will report for Grand Jury daily and not report to their assigned shift while serving on the Grand Jury.

Section 12.4 Furlough and lay off

Bargaining unit members shall not be furloughed or laid off in fiscal year **2020**.

Section 8.17 – Correctional Emergency Response Team and Certified Instructor

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 dollars (\$520)~~ **one thousand and forty dollars (\$1040)**. 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.

911 Center Schedule Survey (New Language)

The Baltimore County Federation of Public Employees is requesting a follow up survey be completed by the employees of the 911 center to measure the effectiveness of the schedule change that took effect on January 1, 2016. This survey would be taken by the employees of the 911 center whose classification is listed on The BCFPE MOU addendum 2. The survey would measure components such as but not limited to satisfaction with working hours, effectiveness, efficiency, employee retention and employee recruitment.

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 ½) 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 ½) times the employees' regular rate of pay for actual hours worked. If an employee is called in to work early, and the call-in assignment and regular shift overlap, the employee will be paid time and one-half (1 ½) 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 on-fourth (1/4) their regular rate of pay for all hours the employee is required by the a 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.

(Side Letter – The County will amend Rule 10 of the Baltimore County Compensation Plan to add Pollution Control Analysts I, II, Environmental Associates, Environmental Health Specialists I and II as employees eligible to receive Call-Back, Call-In Pay and Standby Pay in accordance with Section 8.3 of the MOU)

Section 12.2 – Educational Assistance Program

The County will fund an Educational Assistance Program that shall provide for reimbursement of seventy (70%) percent of tuition, lab fees and mandatory activity fees paid by an employee, for a total reimbursement of up to ~~two thousand (\$2000) dollars~~ **three thousand (\$3,000)** dollars in fiscal year 2020 and thereafter, subject to the existing requirements of the program.

Section 13.1 - Paid Holidays

- (a)** For the purpose of this Memorandum of Understanding, the following days shall be paid holidays for **Pay Schedule 1 and 1C** 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.
- (b)** For the purpose of this Memorandum of Understanding, the following days shall be paid holidays for **Pay Schedule 1E** employees: **Fourth of the July, Thanksgiving Day, and Christmas Day.**

Section 13.2 - Pay for Un-worked Holidays

- (a)** **Pay Schedule 1 and 1C** 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.
- (b)** **Pay Schedule 1E** Employees shall receive **8 hours straight pay for the following unworked holiday: 4th of July, Thanksgiving and Christmas.**

Section 13.3 - Holiday Work Pay

- (a)** **Pay Schedule 1 and 1C** 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.
- (b)** **Pay Schedule 1E** Employees who work on the **4th of July, Thanksgiving and Christmas** holidays shall be paid the applicable overtime rate (time and one-half) for all hours worked on designated holidays, in addition to the holiday pay specified under Section 13.2 of this Article.

(Side Letter agreement to the 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 Addendum 1 dated April 7, 2014.)

Investigation Procedures-When an investigation results in a sustained finding, an appointee of the managing officer 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 **written** summary of the investigatory file and be given ~~reasonable time~~ **no more than twenty-four (24) hours** to review and consult with counsel ~~by conclusion of the officer's shift but no later more than 24 hours~~ before being required to accept or decline the recommended sanction.