

Baltimore County Administration
Offer of Settlement for FY22-FY23 MOU with the Baltimore County Federation of Public Employees

April 20, 2021

Subject to ratification by the Baltimore County Federal of Public Employees (“FPE”) and Baltimore County, Maryland (the “County”), FPE and the County agree to amend the current Memorandum of Understanding, which is to expire on June 30, 2021, with the following provisions. Ratification of the terms by the members of FPE shall occur on or before June 30, 2021. Upon ratification, the County Executive shall implement the agreed upon terms and include any necessary funding in the Operating Budget for Fiscal Years 2022 and 2023 (and subsequent fiscal years as appropriate).

1. **Section 8.4** – The MOU will be amended to clarify that Assistant Supervisors are eligible for Substitution Pay in accordance with this section.

2. **Section 8.5(a) – Regular Rate of Pay**
 - A. 8.5(a) shall read, “Effective January 1, 2022, pay schedules I, I-C, and I-E shall receive the addition of a Step 5 in each respective pay schedule (See Exhibits C-1, C-2, and C-3). The addition of Step 5 is in lieu of a percentage COLA in FY2022 and it agreed that FPE will not claim eligibility for a COLA based on a “me-too” claim under 8.5(d).
 - B. 8.5(b) shall read, “Effective January 1, 2023, pay schedules I, I-C, and I-E shall receive the addition of a Step 6 in each respective pay schedule.” (See Exhibits C-1, C-2, and C-3). The addition of a Step 6 is in lieu of a percentage COLA in FY2023 and it agreed that FPE will not claim eligibility for a COLA based on a “me-too” claim under 8.5(d).
 - C. 8.5(c) shall read, “Steps and longevities shall be guaranteed for fiscal years 2022 and 2023.”
 - D. 8.5 (d) updates the “me-too” language, and shall read, “For fiscal years 2022 and 2023, should AFSME, 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-side for fiscal years 2022 or 2023 this unit will also receive funding for its steps and longevities.”

3. **Premium Pay**
 - During the first full pay period of FY2022, the County will provide one-time premium pay of \$1,000 to qualifying public health and public safety employees as determined by the County.
 - During the first full pay period of FY2022, each member of FPE working in a public health or public safety function, and as determined eligible by the County, will receive

premium pay in the amount of \$2,000 per member in recognition of service continued to be provided through the COVID-19 pandemic response.

- In accordance with the County Executive's county-wide email on April 16, 2021, eligible county employees who are not public safety or public health employees will receive a \$1,000 premium pay during the first full pay period of FY2022.

4. Section 8.17 – Correction Emergency Response Team, Certified Instructors, and Corrections K-9 Unit.

This section shall be retitled as reflected above and the relevant language shall be amended to add the Corrections K-9 Unit to the supplemental pay. The supplemental pay shall be increased from \$1,040 per year to \$1,300 per year.

5. Section 8.15 – Field Training Officers

- 8.15(A) will be updated to reflect an increase to \$1.50 per hour from \$1.00 per hour.
- 8.15(B) will be updated to add Emergency Communication Technician II as eligible for the differential pay and will increase to \$1.50 per hour from \$1.00 per hour.
- 8.15(C) will be added to read, "Criminal Records Processors who serve as a trainer shall receive a differential of one (\$1.50) dollar per hour while serving in that capacity."

6. Section 8.18 – Clothing Allowance

A new Section 8.18 will be added to read, "Department of Public Works and Property Management employees who are required to wear county-approved clothing will receive an annual allowance of two hundred (\$200) per contract year.

7. Section 12.4 – Furlough and Lay Off

Updated to read, "Bargaining unit members shall not be furloughed or laid off in fiscal year 2022 or 2023."

8. Pension Study Language

The County agrees to conduct a study regarding pension benefits that are offered to FPE unit members. The study will consider plan offerings relative to peer jurisdictions and, at FPE's request, will include within its scope: survivor benefits for Corrections, the availability of DROP for employees hired on or after July 1, 2007, and required years of service for full service retirement for Corrections employees.

9. Section 21.3 – Term of Memorandum of Understanding

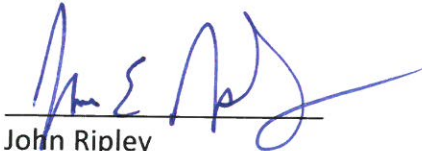
Section amended as follows to reflect a two-year agreement, "This Memorandum of Understanding shall become effective July 1, 2021 and shall continue in full force and effect until June 30, 2023. This Memorandum of Understanding shall automatically renew itself as of July 1, 2023 and for yearly periods 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, 2022 or October 15 of any subsequent year. If legislation is necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests."

For the County:

Andrew Vetter

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Deputy Administrative Office

For FPE:



John Ripley
President