

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BALTIMORE COUNTY ADMINISTRATION



AND THE

FRATERNAL ORDER OF POLICE, LODGE #4



July 1, 2021 – June 30, 2023

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ARTICLE 1: RECOGNITION OF UNION

Section 1.1: Union Recognition

The Administration recognizes the FOP as the exclusive representative of its employees as defined in Section 1.2 of this Article with respect to wages, hours and other terms and conditions of employment.

Section 1.2: Employee Defined

Whenever used in this Memorandum of Understanding, the term "employee" shall mean all sworn personnel up to and including the rank of Lieutenant of the Police Department.

Section 1.3: Contractual Rights

Supervisors or bargaining unit members shall not waive or allow to be waived a contractual right.

ARTICLE 2: MANAGEMENT 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 to 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 County 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, provided, however, that 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.

ARTICLE 3: ORGANIZATION SECURITY

Section 3.1: Dues Checkoff

Upon receipt of a written authorization from an employee or retiree in the form attached hereto as Appendix "A," the County shall, pursuant to such authorization, deduct from the wages due said employee or retired member each month and remit to the FOP, at its headquarters, the regular monthly dues as fixed by the FOP said fees shall be remitted to the Fraternal Order of Police within ten (10) working days of deduction.

Section 3.2: Checkoff Waiver

The County shall be relieved from making "Checkoff" deductions upon an employee's (a) layoff from work, or (b) authorized leave of absence, or (c) transfer to a job outside the unit, or (d) termination of employment; provided, however, that in the event an employee is transferred to a job outside the unit or an employee's employment is terminated because of retirement, the employee must affirmatively elect in writing, at such time, to discontinue the checkoff of dues,

or said dues or fees shall continue to be deducted by the County. Upon the return of an employee to work from any of the foregoing enumerated absences, the County shall immediately resume the obligation of making such deductions.

Section 3.3: County Indemnification

The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the FOP shall, if said dues have been remitted by the County to the FOP, indemnify and hold the County harmless from any and all claims, grievances, arbitrations, 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.

ARTICLE 4: NON-DISCRIMINATION

Section 4.1: Non-Discrimination

In accord with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age (40 years and up), sex, sexual orientation, gender identity or expression, disability, marital status, race, color, creed, national origin, political affiliation, religious affiliation, genetic information, place of residence, or membership in the Fraternal Order of Police. If relevant State or Federal law exists which deals with such discrimination, the standards contained in said statutes shall apply.

ARTICLE 5: GENERAL PROVISIONS

Section 5.1: Dissemination of FOP Material

The County agrees to allow official FOP Bulletins on the roll call board to be available for members to read. The County further agrees to distribute FOP Bulletins through the County inter-office mail and/or information over the department email system, subject to the approval of the Chief of Police or his/her designee.

Section 5.2: Meal Allowance

Employees who are required to work more than 8 continuous hours or beyond their regular schedule shall be entitled to receive payment of ten (\$10) dollars for each meal during the following overtime period:

OVERTIME HOURS WORKED	NUMBER OF MEALS
4 Hours But Less Than 6 Hours	One
6 Hours But Less Than 12 Hours	Two
12 Hours But Less Than 18 Hours	Three
18 Hours to 24 Hours	Four

Section 5.3: Promotions

(a) Promotional lists shall expire one (1) year from the date the list is established, in accordance with Special Rule 7.01. Thereafter, a new list shall be prepared by those procedures in effect

as prescribed by the Office of Personnel, such list to be ready on the day after the previous list expires. Dates for examinations for the entire fiscal year shall be published by September 1. Said dates shall be set after consultation between the Office of Personnel and the FOP. No changes to the promotional system in effect as of the effective date of this Memorandum of Understanding shall be made without consultation with the FOP.

- (b) The Police Department will make every effort to promote budgeted, authorized and actual vacancies of record for the ranks of Corporal, Sergeant, Lieutenant and Captain, prior to the expiration of any promotional list.
- (c) Increase in Promotional Compensation - Rule 6 of the Compensation Plan Rules and Regulations will continue to include sworn members of the Police Department in Regulation 6.01.
- (d) When an employee is promoted from Sergeant to Lieutenant or Lieutenant to Captain that person shall receive their entire salary improvement at the time of their promotion.
- (e) The FOP may designate an employee, of equal or higher rank than the exam being reviewed, to participate on the Item Review Board. Constructive input into the examination content will be a part of the Item Review Board process.
- (f) Once an eligible list is established, candidates may review oral interview questions and benchmarks in the presence of an analyst. Nothing in this Section is intended to change the parties' existing practice for employees to protest written examination questions.
- (g) A joint subcommittee shall meet periodically throughout the year (but not less than once during the first half of the year and once during the second half of the year) to develop improved methods of administering promotional exams within the department. The subcommittee shall include up to two (2) members from the FOP, the Department, and the Office of Human Resources. The committee shall consider such matters as publishing benchmarks, third party review, assessment centers, separate testing for various divisions, length of service requirements, etc.

While this agreement contains our current understanding, The FOP in no way wishes to place restrictions upon, or inhibit the flexibility of, the Office of Human Resources. Accordingly, if more effective or viable methods become known within the life of this Memorandum of Understanding, the FOP shall join with the Director of Human Resources and the Police Department in making proper modifications.

Section 5.4: Manual of Procedure

The Baltimore County Police Department administrative and field manuals shall not be in conflict with the provisions of this Memorandum of Understanding.

Section 5.5: Paycheck Stubs

Paycheck stubs shall reflect overtime and night-shift differentials. The Department shall make available upon request by an employee a pay scale broken down into annual, biweekly and hourly wage rates.

Section 5.6: Shoes

The Department shall provide each officer with a one hundred dollar (\$100.00) shoe allowance each contract year, to be given in the second payroll check during the month of September to each officer on the payroll during the period covered by such payroll check.

Section 5.7: Clothing and Cleaning Allowance

All employees will receive a cleaning allowance of two hundred twenty five dollars (\$225) for clothing maintenance per contract year, to be given in the second payroll check during the month of September to each employee on the payroll during the period covered by such payroll check. Detectives and other employees, as authorized by the Department, shall receive a clothing allowance five hundred dollars (\$500) per contract year.

Section 5.8: Educational Assistance

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 five thousand dollars (\$5,000) in fiscal year 2022 and thereafter, subject to the existing requirements of the program. (See Appendix M)

Section 5.9: Physical Fitness Equipment

The Department shall continue to maintain physical fitness equipment already in place.

Section 5.10: Funeral Benefit

The County will fund a Funeral Benefit that will provide reimbursement of up to \$20,000 for actual funeral expenses incurred in the event of a line of duty death, subject to the requirements of the County policy adopted and administered by the County Administrative Officer. The surviving spouse shall be presented with the badge worn by the deceased member. In the event there is no surviving spouse the badge will be presented to the appropriate family member. The badge will be suitably mounted.

Section 5.11: Uniforms Chevrons

The Police Department shall be responsible for the cost of sewing chevrons onto departmental uniforms.

Section 5.12: Property Reimbursement (Admin Manual 8-8.0)

The Department shall make reimbursement to clean, repair or replace personal property that is damaged, destroyed or lost within the performance of the employee's duties, provided there was no negligence on the part of the employee.

Section 5.13: Flashlights

The Department shall provide each employee with a rechargeable, mini flashlight and retaining device as issued equipment.

Section 5.14: Personnel Files

An employee may request to inspect his/her own personnel file maintained by the Police Department. The inspection of an employee's own personnel file shall be scheduled by an appointment requested in writing or by phone to the employer. All appointments shall be during regular scheduled work hours of the administrative staff of the employer. The employee shall be

entitled to have a representative of choice accompany him/her during the review. The employee may copy documents from his/her personnel file.

Section 5.15: Gun Allowance

The Department shall provide each officer with a one hundred dollar (\$100.00) gun allowance each contract year, to be given in the first payroll check during the month of December to each officer on the payroll during the period covered by such payroll check.

ARTICLE 6: WAGES AND OVERTIME

Section 6.1: Wages

- A. Effective January 1, 2022, employees shall receive the regular rate of pay set forth in Appendix B-1, which reflects a one thousand eight hundred dollar (\$1,800) increase to each grade and step plus an additional one thousand eight hundred fifty dollar (\$1,850) increase to longevity step 13 years through 19 years. The schedule changes reflected in Appendix B-1 above are in lieu of a percentage COLA.

Effective January 1, 2023, employees shall receive the regular rate of pay set forth in Appendix B-2, which reflects a three percent (3%) increase to each grade and step.

- B. Steps and longevities shall be guaranteed for fiscal year 2022 and 2023.
- C. During the first full pay period of fiscal year 2022, the County shall provide each employee with a one-time premium pay of one thousand dollars (\$1,000).
- D. During the first full pay period of fiscal year 2022, each employee shall receive a one-time premium pay in the amount of \$2,000 per member for continuing service to be provided through the COVID-19 pandemic response.
- E. For fiscal years 2022 and 2023, if any other bargaining unit represented by the International Association of Fire Fighters Local (Local 1311) receives a mutually agreed upon wage increase or any other form of compensation/fringe benefit, including but not limited to premium pay, allowances, special duty pay, reclassifications, pensions and insurance, which exceeds in the aggregate the increase received by the FOP, members of the Fraternal Order of Police bargaining unit shall receive the same proportional increase on the same effective date (e.g., the IAFF local receives a 2% wage increase, the FOP shall be entitled to wage increases or other forms of compensation/fringe benefits that equal the aggregate cost of a 2% wage increase to the FOP unit). Accordingly, throughout the term of this Memorandum of Understanding, parity shall be maintained between the FOP and IAFF 1311 bargaining units in the amount by which total compensation for the members of the respective units is increased by action of the County Administration and/or the County Council. Should any other bargaining unit represented by a union have an agreement with the County that provides that bargaining unit with the right to receive an increase in wages or any other form of compensation/fringe benefit should the County provide such an increase to the FOP, this paragraph shall apply to that bargaining unit as well.

Section 6.2: Overtime

- A. All work performed in excess of an employee's normal eight (8) hour work shift shall be considered overtime and paid at time and one-half the employee's regular hourly rate. Employees performing such compensable overtime shall, at their discretion, be paid time and one-half of their regular hourly rate of pay, or shall be given compensatory time at the same rate.
- B. If an employee is off duty or working secondary employment and assists on-duty officers with an arrest, witnesses a criminal act and makes an arrest or attempts to make an arrest or assists with a personal injury accident, the employee shall be paid at a time and one-half of their regular hourly rate of pay for a minimum of one (1) hour or their actual time worked, whichever is greater.
- C. If an employee is directed to report to a Designated Health Care Provider (DHCP) doctor visit outside their tour of duty to determine their duty status, they shall be paid at a rate of time and one half until they have finished with the examination.

Section 6.3: Compensatory Leave

Compensatory leave is time off, taken as scheduling permits, and is not chargeable against an employee's annual leave. Compensatory leave shall be earned at the rate of time and one-half times the time actually worked, earned at the employee's discretion. All employees shall be subject to an accrued compensatory leave maximum of 480 hours. Only compensatory leave hours accrued since April 15, 1986, shall be subject to the 480 hours maximum.

Section 6.4: Call Back

- A. Whenever an employee is on a regularly scheduled leave day or an optional leave day, or having worked in a regular tour of duty and having left work is called back to work, said actions shall, for the purposes of this Section, be deemed a call back and paid at the appropriate rate of time and one-half. An employee who is called back to work within the provisions of this section shall be paid a minimum of four (4) hours at time and one-half their regular hourly rate. The terms of the Memorandum of Understanding on Court Ordered Call-Back Time, entered into by the FOP and the Department on May 20, 1981, shall remain in full force and effect. (*See Appendix G*)
- B. Early Reporting – An Employee's schedule starting time will be enumerated on his/her monthly schedule. Whenever an employee is at work and is told while at work to report prior to their scheduled starting time, the following shall apply:
 - 1. When the reporting time is one hour or less than the scheduled starting time, there will be no additional compensation.
 - 2. When the reporting time is more than one hour but less than two hours prior to their scheduled starting time, employees will be paid a minimum of two hours at a rate of time and a half of their regular hourly rate.

3. When the reporting time is two hours or more prior to the scheduled starting time, employees will be paid a minimum of four hours at a rate of time and a half their regular hourly rate.
- C. Late Reporting – When an employee is told by a supervisor to report to work after his scheduled starting time, the following shall apply:
1. When the employee's reporting time is up to (1) one hour after the scheduled starting time, there will be no additional compensation.
 2. If an employee's reporting time is more than (1) one hour after the scheduled starting time, the employee shall be paid one and one half times the employee's regular rate of pay for all hours worked beyond his/her posted scheduled work hours.

Section 6.5: Regularly Scheduled Leave Day

In the event that an employee is called back to work on a regularly scheduled leave day, the employee will be paid at the appropriate overtime rate of time and one-half, and a leave day will not be charged against said employee.

Section 6.6: Optional Leave Day

- a) In the event that an employee is called back to work on an optional leave day, a leave day shall not be charged against said employee.
- b) In the event that an employee is called back to work on an optional leave day with less than seven days' notice, the employee will be paid at the appropriate rate of time and one-half.

Section 6.7: Overtime Exceptions

In the following circumstances, employees shall be compensated at their straight hourly rate, and neither overtime pay nor call-back pay shall be paid for:

- a) Failure to qualify in firearms proficiency and are required to return to the range on off- duty time to qualify in order to maintain their State Certification.
- b) The employee's late arrival in court causing the postponement or dismissal of a case due to the employee's negligence, and not by any unforeseen incident beyond the control of the employee.
- c) .

Section 6.8: Shift Differential

- a) All employees who are scheduled to work Shifts 3 & 4 shall receive a shift differential of 3.15% of the hourly rate of a maximum police officer first class for those hours actually worked during said shift. Effective January 1, 2019, all employees who are scheduled to work shifts 3 & 4 shall receive a shift differential of 3.5% of the hourly rate of a maximum police officer first class for those hours actually worked during said shift.
- b) All employees who are scheduled to work Shift 1 shall receive a shift differential of 4% of the hourly rate of a maximum police officer first class for those hours actually worked during said shift. Effective January 1, 2019, all employees who are scheduled to work shift 1 shall receive a shift differential of 4.5% of the hourly rate of a maximum police officer first class for those hours actually worked during said shift.

- c) Overtime shall be based on the rate for the shift worked previous to the overtime.

Section 6.9: Substitution Pay

When any employee in the rank of Police Officer through Lieutenant substitutes for an employee in a higher classification, that employee shall receive substitution pay equal to a two-step increase in salary, provided the following criteria are met:

- a) There must be a vacancy because of sick leave, accident leave, vacation leave, military leave, optional leave, regular leave, leave of absence, resignation, retirement, death, discharge, promotion, or a newly authorized funded position exists for which a Police Officer, Corporal, Sergeant, or Lieutenant will be acting, or there must be an employee in a higher classification who is otherwise absent from the employee's duty station for an entire shift.
- b) The employee shall be designated by the Chief or the Chief's designated representative. Said designation shall be made immediately upon the absence set forth in a) above.
- c) There shall be no prerequisite of hours of experience.

Section 6.10: K-9 Allowance

- a) K-9 Allowance - Officers in Charge of Shift shall receive a K-9 allowance of four hundred and twelve dollars (\$412) per year, and other uniformed members assigned to the K-9 Division shall receive three hundred and sixty dollars (\$360) per year.
- b) Handler Compensation - Employees who provide care and boarding for K-9 dog(s) for a 24-hour period (0001- 2400) will be allocated or paid one hour per day for such care: (1) On workdays, each K-9 officer's work shift will be shortened by one hour; (2) On leave days, each officer will be charged 8 hours of leave and will be provided with one hour of compensation at their regular rate of pay as provided on Pay Schedule IV, if the officer has custody of the dog(s) for a 24-hour period. K-9 handlers who did not have their dogs for the entire 24-hour period (0001-2400) will work an 8-hour tour of duty or take one hour of leave upon approval of his/her supervisor. Kenneling is available at the employee's option, and the County retains the right to kennel any K-9 dog. It is acknowledged that employees receiving handler compensation under this subsection and pursuant to the agreement settling the case of Adelphi v. Baltimore County will receive wages in a manner that complies with the Fair Labor Standards Act.
- c) When the handler is away from home for extended periods of time, housing for the K-9 will be provided at kennels approved by the K-9 Unit Commander. The K-9 Unit Commander, or designee, will be notified when a dog will be housed at an approved kennel, and may designate which kenneling facility will be utilized.
 - 1. Handlers choosing to pick up or drop off the assigned dog during their tour of duty will: A) Notify the appropriate supervisor in advance so that adequate coverage can be maintained. B) Take the dog to the kennel on their last working day before the kenneling is to occur. C) Pick up the dog from the kennel on their next working day, at the beginning of their tour of duty. NOTE: All work continuously performed in excess of the normal eight-hour tour of duty will be considered overtime, and the handler will be compensated at the time and one half regular rate of pay.
 - 2. Handlers choosing to pick up or drop off their assigned dog outside of their tour of duty will be marked working: A) At the straight time hourly rate of pay for a minimum one hour or the actual time worked, whichever is greater. B) An additional

- one hour of straight time hourly rate of pay when the handler picks up a K-9 from an approved kennel and bathes the dog prior to transporting it from the facility.
- d) The agency will assign one additional vehicle in FY22 and FY23 to the K-9 Unit to assist members in the transport of their dogs.

Section 6.11: Holiday Pay

- a) Employees working on the following holidays shall receive one and one-half times their regular rate: New Year's, Christmas, Thanksgiving, Labor Day, Memorial Day, Martin Luther King's Birthday, July 4th, Veteran's Day, President's Day and Columbus Day. Payment shall be on the basis of the majority of the shift hours falling within the holiday hours.
- b) Employees who are directed by management not to report to work on Martin Luther King's Birthday, Veteran's Day, President's Day, and Columbus Day shall be granted leave for that day, without a change to their leave balances.
- c) Employees who were scheduled not to report to work, as directed in paragraph (B) of this section and called in to work under Section 6.4 will still be granted leave (marked "P") that entire day without a change to their leave balances. Additionally, those employees shall be paid at time and one half their hourly-rates for a minimum of four (4) hours or the actual number of hours worked, whichever is greater.

Section 6.12: Field Training Officers

Effective July 1, 2009, the differential shall be two dollars and fifty cents (\$2.50) per hour. Effective January 1, 2019, the differential shall be five dollars (\$5.00) per hour.

Field Training will include ride-alongs with civilian candidates, who are required to complete ride-alongs, as part of the selection process to participate in a hearing board.

Section 6.13: 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 6.14: Tax Status of Employee Contributions

Employee contributions for all health premiums shall be in terms of pre-tax dollars.

Section 6.15: Premium Pay I Special Pay Allowances

During the term of this agreement, supplemental pay for bargaining unit employees shall be maintained at the amounts provided in Pay Schedule IX as of July 1, 2009. (See Appendix N)

Section 6.16: Stand-By Pay

- 1) Stand-by pay is paid to employees who are assigned and required by the Chief or the Chief's designee (hereafter referred to by "the Department") to remain available for work for a specified period of time beyond the scheduled work period.
- 2) Stand-by status is the condition of employment whereby an employee is designated by the Department to be ready to be engaged in work. Employees are required to be available by telephone, radio and/or pager when on stand-by status.

- 3) Employees assigned to the Tactical Unit, including the driver of the APC, and the Hazardous Devices Unit shall be compensated with a stipend equal to 18% of the Probationary Police Officer starting salary. The stipend will be divided equally in 24 pays per calendar year.
- 4) All other employees designated by the Department to remain available for work in a stand-by status shall be compensated at a rate equal to 18% of a Police Officer minimum hourly rate for each hour in stand-by status. Assignment to stand-by status includes the following conditions:
 - a. The requirement to be on stand-by status must be definite, and the employee must be officially notified by the Department. The Department shall schedule the employee in advance, and the Department shall designate the hours of stand-by pay on a stand-by schedule.
 - b. Employees will remain on stand-by during those hours designated or until notified by the Department that the stand-by is lifted.
 - c. An employee who is on stand-by and is notified to perform work will be eligible for callback under Section 6.4 of this article starting at the time of the notification.
 - d. An employee will not be eligible for stand-by pay while in callback, overtime or regular pay status.
 - e. Stand-by status will not be used for the purpose of placing employees on stand-by for testifying or appearing in court (to include MVA hearings, grand jury, depositions or other job related administrative hearings, e.g. worker's compensation, liquor board, hearing board, etc.).
- 5) No employee may be in stand-by status for more than fourteen (14) consecutive days without being relieved of stand-by status for a minimum of two (2) consecutive days. (Members in paragraph 3 are excluded from this provision. However, every effort will be made to provide those members sufficient time off duty and not on stand-by status.)

Section 6.17: Overpayments

- 1) When the County determines that an employee has been overpaid by the County, it shall notify the employee. The notification shall specify the amount and dates of the alleged overpayment, as well as the reasons for the overpayment. The County shall have the right to recover the overpayment utilizing the following procedure:
 - a) The County may not charge interest;
 - b) The County may recover overpayments that occurred within twelve pay periods of when the County provided notice to the employee of the overpayment;
 - c) The County shall recover the overpayment over the same period of time in which the employee was overpaid (i.e. an employee who was overpaid by \$5.00 per pay period for six pay periods shall refund the employer at the rate of \$5.00 per pay period for six pay periods).
 - d) Nothing in this paragraph shall prohibit the County and the employee from agreeing to a different repayment schedule.
 - e) In the event the employee contests whether he/she was actually overpaid, the employer shall not commence recovering the overpayment until any appeal is finally resolved.

Section 6.18: Multilingual Pay

- 1) Skill Levels. Officers who demonstrate through testing the ability of

multilingual skills or signing will be eligible for a multilingual premium pay. The Department shall make available to officers an opportunity to qualify for the multilingual specialty pay pursuant to the procedures set forth in paragraph 2 and 3 below.

- a. *Basic Multilingual Skills* are defined as those skills primarily required for signing or oral communication and comprehension such as those used in conversation with clients and citizens.
- b. *Advanced Multilingual Skills* are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension,
- c. *Expert Multilingual Skills For Interrogations and Investigations-* Mastery of both basic and advanced skills necessary for comprehensive use in interrogations, investigations and legal proceedings.

2) Certification.

- a. Prior to becoming eligible for specialty pay, the employee must successfully pass a language certification examination administered by the Office of Human Resources or its designee.
- b. The Department shall have the sole right to determine that there exists an operational need for officers to utilize multilingual skills or signing in a language other than English (including American Sign Language) after consultation with the FOP. Upon the Department making such a determination, the County shall schedule biannually a certification examination for the designated language. Said dates shall be set after consultation between the Office of Human Resources and the FOP. The County shall provide employees with at least sixty (60) days' notice of the biannual examination. Test Administrators shall be selected by the County to administer basic skills, advanced multilingual skills and expert performance examinations.
- c. The examination will consist of a performance examination for those unit members who claim basic multilingual skills. A written examination assessing comprehension/translation skills will also be administered for those employees claiming advanced or expert skills.

3) The designation of a skill level is non-grievable and non-arbitrable, The FOP may grieve and arbitrate a claim that the program is being administered in an arbitrary, capricious, or discriminatory manner.

Compensation. Compensation is determined by the officer's certified language skill level. Officers certified at the basic skill level will receive a specialty pay of \$2,000 per year. Officers certified at the advanced skill level will receive \$3,000 per year. Officers certified at the expert skill level for interrogations and investigations will receive \$4,000 per year. The specialty pay will be distributed on a pro-rata basis for each pay period following the employee's certification at a particular skill level.

- 4) It is recognized that once an employee is designated in a skill level, he/she may be transferred to an assignment where the skill is needed, The Chief may remove an employee from this program if the employee has failed to recertify or demonstrates a pattern of declining requests to respond for translation services while on-duty.
- 5) Officers will be required to recertify their proficiency through examination to remain eligible for specialty pay on the following schedule:
 - a. Basic Multilingual Skills: every 36 months
 - b. Advanced Multilingual Skills: every 24 months
 - c. Expert Multilingual Skills: every 24 months.

ARTICLE 7: INSURANCE

Section 7.1: 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. Life insurance will not be reduced if the employee's compensation changes. 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) time 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 7.2: Health Insurance Committee and Coverage

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

Section 7.2(a): 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 7.2(b): 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 7.2(c): 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 7.2(d): 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 7.3 (a): 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 Annual Deductible	85%	75%
Out of Pocket Maximum Primary	\$200/\$400	\$300/\$600
Care Copay Specialist Copay	\$1,000/\$2,000	\$1,500/3,000
	\$15	75% after deduct
	\$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 80%	Employee 0%
December 1, 2012		
December 1, 2013	80%	20%
December 1, 2014	79%	21%
December 1, 2015	77%	23%
December 1, 2016	75%	25%

Open Access HMO December 1, 2012	County 90%	Employee 10%
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December 1, 2013	90%	10%
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December 1, 2014	89%	11%
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December 1, 2015	87%	13%
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December 1, 2016	85%	15%
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HMO	County 90%	Employee 10%
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December 1, 2012		
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December 1, 2013	90%	10%
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December 1, 2014	89%	11%
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December 1, 2015	87%	13%
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December 1, 2016	85%	15%
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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 75%
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December 1, 2012	80%	20%	
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December 1, 2013	80%	20%	75%
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December 1, 2014	79%	21%	74%
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December 1, 2015	77%	23%	72%
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December 1, 2016	75%	25%	70%
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Open Access HMO	County	Employee	% of Difference w/Dependents 75%
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December 1, 2012	90%	10%	
------------------	-----	-----	--

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%
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December 1, 2016	85%	15%	70%
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Section 7.3(b): 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.

Section 7.3(c): Retiree Health

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. Individuals who retired prior to July 1, 2007 who are Medicare eligible the County subsidy for the Medicare Supplemental Plan is 75% of the plan premium.

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 H-1 & H-2.

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 H-1 & H-2.

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 I.

Section 7.4: Dental Insurance

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

Annual Deductible	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 \$2,000 per Individual

Coinsurance:

Preventive Services	100% - no deductible applies Basic Services 80% after deductible
Major Services	50% after deductible (including periodontics)
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 7.5: 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

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 7. 6: Optical 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:

Benefits	In-Network Davis Provider Member Pays	Out-of-Network
Routine Eye Exam	No copay	Plan reimburses up to \$45, member pays the balance

Frames - Tower Collection (Fashion)	\$10	N/A
Frames - Tower (Upgrade)	\$30	N/A
Frames -Non-Tower	Out-of-Pocket cost vanes	Plan reimburses up to \$35, member pays the balance
Lenses - Single Vision	Included with frames	Plan reimburses up to \$40, member pays the balance
Lenses - Bifocal/Trifocal	Included with frames	Plan reimburses up to \$60/90, member pays the balance
Contact Lenses (in lieu of eyeglasses)	\$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 7.7: 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 7.8: 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 7.9: 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 7.10: Medicare Benefits

The County will contribute to the cost of the Medicare Supplemental plan for Medicare eligible retirees as provided for in Exhibit H-1 & H-2.

Section 7.11: 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. 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 8: GRIEVANCE PROCEDURE

Section 8.1: Definition of Grievance

The term "Grievance" shall be:

- a) Any dispute concerning the application or interpretation of the terms of this Memorandum of Understanding; or
- b) Any dispute concerning the discriminatory application or misapplication of the rules and regulations of any agency of the County or any claimed violation thereof; or
- c) Any dispute involving the suspension, dismissal, disciplinary action, transfer, promotion policy, or demotion of any employee or complaint about an examination or examination rating.
- d) In no event shall any matter arising from a complaint against an officer be the subject of a grievance pursuant to this Article. Such matters shall continue to be heard by a Hearing Board under Article 2 of the Baltimore County Police Administrative Manual.

Section 8.2: Workdays

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within ten (10) workdays following the event giving rise to the grievance, or within ten (10) workdays following the time when the employee should have reasonably gained knowledge of its occurrence. The FOP shall be notified of all meetings on grievances which have been reduced in writing, and a representative of the FOP shall have the right to be present at such meetings. For the purposes of this Article 8, Workdays shall be Monday through Friday, excluding holidays observed by non-public safety employees.

Section 8.3: Grievance Steps

Grievances shall be processed as follows:

Step 1: The employee shall discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall attempt to adjust the grievance, and shall respond orally within ten (10) workdays of discussion. If the answer is not satisfactory, the employee may file a written grievance with the Captain or Commanding Officer within ten (10) workdays of the oral response. A copy of said written grievance shall be promptly provided to the FOP by the County. A meeting shall be held with the appropriate supervisor, the employee and the employee's representative. (The employee may be represented at all levels of the Grievance Procedure by the appropriate FOP representative.) After appropriate notice to supervision, a reasonable number of witnesses who have information pertaining to the grievance shall be allowed to attend the Grievance Hearing. The employer shall submit a written answer within ten (10) workdays.

Step 2: Provided the grievance is not settled satisfactorily at Step 1, the grievance shall then be submitted, in writing, to the appropriate department head or designated representative within ten (10) workdays of the answer to Step 1. A meeting between the department head and the employee, and the employee's chosen representative, shall be held within ten (10) workdays. The department head shall submit a written answer within ten (10) workdays.

Step 3: If the grievance is not settled within Step 2, the employee may file a written Grievance Appeal with the Labor Commissioner or the Commissioner's designee within ten (10) workdays after receipt of the Step 2 written answer. A meeting shall be held between the Labor Commissioner or the Commissioner's designee, the employee, the employee's representative and designated County representatives within ten (10) workdays after receipt of the written Grievance Appeal. The Labor Commissioner, or the Commissioner's designee, shall give a written answer to the employee and the County representatives within ten (10) workdays of said meeting.

Step 4:

- a) Grievances pertaining to Section 8.1 (a) and (b) shall be subject to binding arbitration at this step.
- b) Grievances pertaining to Section 8.1 (c) shall be subject to advisory arbitration at this step.

A grievance not resolved by the prior steps can be submitted to arbitration as set forth in *a)* and *b)* above. Within thirty (30) calendar days after receipt of the Step 3 written answer, or within thirty (30) calendar days after the Step 3 written answer should have been provided, the aggrieved party shall notify the Labor Commissioner, in writing, of the intent to arbitrate and the specific contract violation to be submitted to arbitration. The parties shall select a mutually acceptable arbitrator. If this is not possible, a list of arbitrators shall be secured from the American Arbitration Association and an arbitrator chosen in accordance with its rules. 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 any agency of the County, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance (other than Class Grievances) without the mutual consent of the County and the Union. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both the County and the FOP, and shall be final and binding on the aggrieved employee or employees, the County and the FOP. By mutual consent of both parties, a grievance may be waived at any step in the grievance procedure to the next higher level, or any mutually agreeable level in the procedure. The cost of arbitration shall be shared equally by both sides, except that costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the side incurring the expense. In no case may an employee use the mechanism for binding or advisory arbitration without the approval of the FOP.

Step 5: Dispute subject to final resolution by the Personnel and Salary Advisory Board. The parties to the dispute shall meet no later than ten (10) workdays after receipt of the advisory award of the arbitrator in an attempt to resolve the dispute based on such an award. If the grievance is not settled at such a meeting, the advisory award of the arbitrator shall be forwarded within ten (10) workdays to the Personnel and Salary Advisory Board. If advisory

arbitration has been mutually agreed to be waived, the grievance shall be presented to the Personnel and Salary Advisory Board within ten (10) workdays of the Step 3 written answer.

Section 8.4: Class Grievance

If a grievance affects all employees within a bureau, division, precinct, station, or other group of employees similarly situated, the FOP may submit said grievance, in writing, directly at Step 2.

ARTICLE 9: LEAVE

Section 9.1: Scheduling

- A. In order to protect the public health, safety and welfare, employees of the Police Department are required to work those hours or days as directed by the Chief of Police in an order, regulation, or directive issued by the Chief of Police, verbally or in writing, at their regular rate of pay and regardless of whether said workdays fall on holidays, subject to the provisions of Article 6, herein. In addition, for the purpose of determining leave days in the application of Article 6, all agency commanders shall post leave schedules in the designated area no less than ten (10) days prior to the start of the scheduling period. An employee's scheduled starting time will be enumerated on his/her monthly schedule.
- B. When an employee who has been assigned limited duty is released to full duty, the otherwise applicable notice provisions for rescheduling shall not apply; instead a seven (7) day notice shall be sufficient.
- C. The attached Appendix E to this Memorandum of Understanding concerning clarification of call back versus rescheduling shall be in full force and effect during the term of this Memorandum of Understanding.
- D. The attached Appendix L to this Memorandum of Understanding concerning start times for shifts, including early reporting and late reporting, shall be in full force and effect during the term of this Memorandum of Understanding.

Section 9.2: Annual Leave

Earned Leave - The annual leave period for all employees shall begin on the first day of January and end on the last day of December. Annual leave is pro-rated throughout the calendar year and is earned on the 15th of the month on a calendar year basis. An employee must be marked with a positive payroll marking at least one day in the payroll period which includes the 15th of the month in order to earn leave for that month. Leave is earned as follows:

- a) Police personnel having completed from date of employment up to three (3) years of service shall receive 132 leave days per year. (11 per month)
- b) Police personnel having completed from three (3) to nine (9) years of service shall receive 137 leave days per year. (11.41 per month)
- c) Police personnel having completed from ten (10) to fourteen (14) years of service shall receive 142 leave days per year. (11.83 per month)

- d) Police personnel having completed fifteen (15) and more years of service shall receive 147 leave days per year. (12.25 per month)

Reflected in the above leave allowances are two (2) Diversity and Inclusion Days. The inclusion of those days does not increase the current yearly accrual (carry over) of fifty-five (55) days and cannot be carried over from year-to-year.

Earning of Leave on Unpaid Leave of Absence or Separation of Employment - Leave is not earned by an employee on an unpaid leave of absence or an employee who left county employment with an effective date prior to the 15th of the month, regardless of whether there was a positive payroll marking in that pay period. An employee whose effective date of return from leave of absence is after the 15th of the month will not earn leave for the month, regardless of whether there was a positive payroll marking in the pay period containing the 15th of the month.

Section 9.3: Leave Accrual

Annual leave totally 55 days may be accrued.

Section 9.4: Vacation Leave

A specific number of total annual leave days shall be designated as "Vacation Leave." The selection of vacations shall be determined by the amount of seniority an employee has accrued in their rank. Approved vacation leave, for the purposes of this Section and the call-back provisions of Article 6, shall be treated as regularly scheduled leave.

In the event that a regular scheduled leave day is canceled, the employee will be paid at overtime rates for the time worked, as provided in Article 6.

- a) Personnel who have completed six (6) months of service shall be entitled to two (2) weeks of vacation leave per year.
- b) Personnel who have completed five (5) years of service shall be entitled to three (3) weeks of vacation leave per year.
- c) Personnel who have completed fifteen (15) years of service shall be entitled to four (4) weeks of vacation per year.
- d) Personnel who have completed twenty (20) years of service shall be entitled to five (5) weeks of vacation per year.
- e) Commanding Officers shall require vacations to be distributed evenly over a twelve (12) month period.
- f) Vacation schedules shall be approved by December 21st for the next calendar year. Selected vacation leave shall be honored for that entire year.
- g) Employees who choose not to select all of their allotted weeks of vacation on the vacation schedule may use the remainder of their vacation time intermittently as it is available for selection of monthly leave. Vacation Leave scheduled under this subsection shall be treated as optional leave and not as regularly scheduled leave.

Section 9.5: Accident Leave

Eligibility for Accident Leave will be determined by the County's designated Health Care Provider. When an employee is absent due to an injury sustained in the line of duty, the

employee will immediately be transferred to the day shift, a Monday through Friday schedule. Any applicable notice provisions for such rescheduling will not apply.

Section 9.6: Sick Leave

Sick leave is provided for absences caused by actual non-work related illnesses or injuries, necessary medical, dental or optical appointments or treatments, or confinement due to quarantine as determined by an authorized medical authority. Sick leave is pro-rated throughout the calendar year and is earned on the 15th of the month on a calendar year basis. An employee must be marked with a positive payroll marking at least one day in the payroll period which includes the 15th of the month in order to earn sick leave for that month. All department employees shall earn sick leave at the rate of 1.25 sick days per month for a total of fifteen (15) days per calendar year, with unlimited accrual.

A member at the time of retirement shall receive membership service for unused sick leave in accordance with the formula that twenty-two (22) days of unused sick leave are equal to one (1) Month of membership service. One (1) additional month of membership service shall be granted if fractional days totaling eleven (11) or more result from the application of this formula.

If the employee leaves the service of the Department 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. An employee placed on Excessive Absenteeism Notice shall provide his/her supervisor with a written physician's excuse from work for any sick leave used for the next six-month period.

Advanced unearned sick leave may be granted by the Office of Human Resources under recommendation from the Chief of Police. The recommendation must be accompanied by a written statement from the employee's physician. An additional physician statement may be required during the period of absence. Unearned sick leave can be advanced only after the employee has exhausted all accrued sick leave and available leave days. This does not include the 104 leave days necessary for "weekend leave" for sworn personnel. Unearned sick leave may be extended to a maximum of 30 work days, generally. In unusual circumstances, the Administrative Officer may extend beyond the 30 day limit. Unearned sick leave will be paid back with regularly earned sick leave after the employee returns to work or as stated in Section 9.11: Leave Donation of this Memorandum of Understanding. No sick leave will be accrued until the advanced sick leave is paid back. Unearned sick leave is subject to review by the Personnel Salary and Advisory Board.

Section 9.7: Bereavement Leave

Bereavement leave shall be as follows:

- a) Four (4) days' absence without loss of pay or leave days shall be permitted for the death of a parent, spouse, child, brother or sister, stepbrother or stepsister, stepparent or stepchild.
- b) Three (3) days' absence without loss of pay or leave days shall be permitted for the death of a grandparent, step grandparent, grandchild, mother- or father-in-law, brother or sister-in-law, spouse's grandparent or spouse's step grandparent.

- c) One (1) day's absence without loss of pay or leave day shall be permitted for the death of an aunt, uncle, spouse's aunt or spouse's uncle, son-in-law or daughter-in-law.
- d) Up to one (1) additional day without loss of leave days may be granted at the discretion of the Commanding Officer when extensive travel is involved.
- e) Bereavement leave days must be used within ten (10) calendar days of the date of death.
- f) Upon request, the employee must submit written verification of relationship and date of death.

Section 9.8: Jury Duty

An employee shall be entitled to leave with pay on any day that he/she is required to appear for jury duty. Jury duty will be considered the employee's tour of duty.

Section 9.9: Family Leave

Employees who have been employed for at least 12 months shall be entitled to the family leave benefits set forth in the Family and Medical Leave Act of 1993, Public Law 103-3.

Section 9.10: Family Illness

All employees covered by this Agreement shall be eligible for benefits as described in the Maryland Healthy Working Families Act (the "MHWFA") and any subsequent revisions or amendments to the MHWFA. 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, as set forth in the definition of "Family Member" in the MHWFA (a copy of that definition is attached in Appendix O). 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.

The leave may also be used for the following purposes:

- 1. To care for a family member with a mental or physical illness, injury or condition.
- 2. To obtain preventative medical care for the family member.
- 3. Paternity leave.
- 4. If the absence is due to domestic violence, sexual assault, or stalking committed against the employee's family member, the employee may use leave to: obtain medical or mental health attention, services from a victim services organization, legal services or proceedings, or to assist with relocation.

Section 9.11: Leave Donation

The Fraternal Order of Police Lodge 4 may donate annual or sick 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) days 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 Fraternal Order of Police Lodge 4 shall be responsible for collection and coordination of donated annual and sick leave from employees. All employees donating leave shall be required to provide authorization in writing on Appendix J. The leave donated by an officer pursuant to this Section shall not be paid out to the officer that donated the leave at the time of separation or included that officer's retirement calculation.

Section 9.12: Additional Leave Provision

In the event the County Administration closes all Baltimore County Offices for normal business, those employees who are required to remain at work or to come to work during the hours the County offices are closed shall be marked as present and credited with "F" time for official non-work day, for the hours actually worked during their regularly scheduled shift.

Section 9.13: Study Group for the Prevention of Substance Abuse/Employee

The Union, Department and County agree to evaluate the existing protocol designed to address alcohol and substance abuse of officers. Each entity will appoint two members to the Study Group. Each entity may also bring subject matter experts as they desire to assist the Study Group in formulating recommendations. The group will look at opportunities for counseling and rehabilitation through a County or Private Program as well as intervention protocol. Recommendations will be made to the County Executive for his consideration by October 1, 2019.

Section 9.14: County Policies

- a. The County policy concerning pay for unused compensatory leave upon retirement or in the event an employee dies in service is attached as Appendix "R."
- b. The County policy concerning vacation leave accrual for employees who leave County service is attached as Appendix "S."

ARTICLE 10: PENSION

Section 10.1: Pension Language

- a) The County shall continue in effect its present pension plan providing for retirement after twenty (20) years of creditable service, without reference to age, with a minimum benefit payable of forty percent (40%) of average final compensation at twenty (20) years of service; two percent (2%) for each year of creditable service through twenty-five (25) years, and one fifty-fifth (1/55) for each year of creditable service thereafter.
- b) Effective July 1, 1995, a new pension plan shall become effective which shall provide for retirement after twenty (20) years of creditable service, without reference to age, providing a minimum benefit of fifty percent (50%) of average final compensation for twenty (20) years of creditable service and two percent (2%) for each additional year.
- c) Effective January 1, 1988, military credit will only be used to determine the pension benefit, and not eligibility to receive the benefit, except as specifically provided for in subsections d) and f) below.

- d) Effective July 1, 1995, the amended disability provisions (Appendix "F") shall become applicable. However, anyone applying for an accidental disability prior to July 1, 1995 shall be grandfathered with regard to existing benefit provisions.
- e) Effective July 1, 1988, employees shall contribute for the pension benefits in effect on that date at a rate of not more than an additional one percent (1%) of salary. The actual contribution rate shall be based upon actuarial studies.
- f) All employees hired prior to July 1, 1987 who have served in the military shall retain the option of receiving credit, as a part of creditable service, for up to four (4) years of their military service in order to retire with less than twenty (20) years of service with the County. If such an employee chooses to retire with less than twenty (20) years of service with the County, the employee shall receive a pension benefit determined under the pension plan under subsection a) above. Once such an employee completes twenty (20) years of creditable service with the County, excluding military credit, such employee shall only be eligible for the pension benefits under subsections b) and c) above.
- g) An employees' minimum pension benefit shall be increased by three (3%), up to a maximum of one hundred (100%), for each year of creditable service beyond twenty-five years, provided such additional accrual shall only apply to creditable service that is earned after July 1, 2007.

Section 10.2: Pension Language for Employees Hired After July 1, 2007

- a) Employees hired after July 1, 2007 will be ineligible to retire pursuant to Section 10.1
- b) Employees hired after July 1, 2007, who complete twenty-five (25) years of creditable service, without reference to age, will be eligible for retirement with a minimum benefit of sixty percent (60%) of average final compensation.
- c) Employees hired after July 1, 2007 who attain age sixty (60) with at least ten (10) years of creditable service will be eligible for retirement with a minimum benefit of two percent (2%) of average final compensation for each year of creditable service.
- d) Employees hired after July 1, 2007 must attain ten (10) years of creditable service to qualify for an Ordinary Disability Retirement.
- e) The employee contribution rate for employees hired after July 1, 2007 shall be seven percent (7%) of base pay
- f) An employee's minimum pension benefit shall be increased by the three percent (3%), up to a maximum of one hundred percent (100%), for each year of creditable service beyond twenty-five (25) years, provided such additional accrual shall only apply to creditable service that is earned after July 1, 2007.

Section 10.3: AFC

Average final compensation shall mean the average earnable compensation of an employee during the twelve (12) full consecutive months affording the highest average. The employee shall pay fifty percent (50%) of the cost of this benefit.

Section 10.4: Deferred Retirement Option Program

On July 1, 2001, the County will establish a Deferred Retirement Option Program (DROP) for employees, with the first retirements under the Program possible on or after July 1, 2004 (three year DROP); July 1, 2005 (three, three and one-half, or four year DROP); and July 1, 2006 (three, three and one-half, four, four and one-half, or five year DROP) (Appendix "C"). Only employees hired prior to July 1, 2007 are eligible for the DROP.

Section 10.5: Optional Retirement Allowance

Effective July 1, 2022, an employee who has twenty-five (25) years of pension credit may retire with the option of having fifty (50) percent of the employee's retirement allowance continued throughout the life of and paid to the employee's designated beneficiary. This option will be provided at no cost to the employee (i.e. with no reduction in the employee's retirement allowance). For purposes of this option, the beneficiary shall be the employee's spouse and shall be designated at the time of the employee's retirement.

An employee who retires with this option will be provided the opportunity to designate a new beneficiary following the death of, or divorce from, the designated beneficiary described above. Such new beneficiary is not required to be the spouse of the employee. Upon such re-designation and selection of a new optional allowance, the employee's retirement allowance will be recomputed to provide a retirement allowance that, together with the selected optional allowance for the new beneficiary, is of equivalent actuarial value to the employee's retirement allowance, with no subsidy provided for the new optional allowance.

Section 10.6: Pension Options

Refer to "Appendix K" for available pension options.

Section 10.7: Pension Modifications

- a) Effective July 1, 2010, employees shall contribute an additional 1% of salary above their contribution rate in effect on June 30, 2010. Effective July 1, 2011, employees shall contribute an additional 6% of salary above their contribution rate in effect on June 30, 2011. The employee contribution rate for employees hired into pay schedule IV on or after July 1, 2014 shall be ten percent (10%) of base pay. The employee contribution rate for cadets who were hired prior to July 1, 2014 and subsequently promoted into pay schedule IV shall be eight and one-half percent (8.5%) of base pay.
- b)
 - (i) 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.
 - (ii) 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.

- c) Employees who retire on or after July 1, 2010, and who would otherwise be eligible for retiree COLA's, shall not receive such COLA's as provided in 5-1-235(a) of the Baltimore County Code, 2003; plus an additional (4) four years following their retirement. (Retirement system COLA's shall still be used to calculate an employee's DROP as stated in Article 10 Section 10.4 and "Appendix C" of this Memorandum of Understanding)
- d) Effective July 1, 2010 the PRIF Cap shall be reduced from 8% to 6% and the annual COLA limit shall be reduced from 4% to 3%.
- e) Effective July 1, 2016 all pay schedule IV employees hired prior to July 1, 2007 will contribute 8.65% of their salary toward their pension.
- f) Effective July 1, 2017 all pay schedule IV employees hired prior to July 1, 2014 will contribute 9.00% of their salary toward their pension. Effective January 1, 2019 all pay schedule IV employees hired prior to July 1, 2014 will contribute 9.50% of their salary toward their pension.
- g) The parties agree that the County will introduce and support passage of legislation to modify § 5-1-206(b) of the Baltimore County Code to provide that the exclusion for receipt of credit under that section does not apply to any credit provided through the National Guard, Reserves, or a military-related Disability pension. The County shall introduce and support passage of such legislation in connection with the County seeking approval from the County Council for other aspects of the MOU.

ARTICLE 11: TRAVEL MILEAGE ALLOWANCE

Section 11.1: Travel Mileage

The standard business mileage allowance shall be at the rate set by the Internal Revenue Service in effect on the date the mileage was actually driven, plus tolls and parking, and 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. In the application of the said provision, the employee shall be entitled to travel allowance for all official travel other than to report to the employee's regularly assigned duty station, including portal-to-portal for court appearances on scheduled time off. Travel policy is hereby incorporated by reference to Appendix "D".

ARTICLE 12: FOP BUSINESS

Section 12.1: FOP Negotiations

No more than five (5) FOP representatives shall be granted leave with pay to attend negotiation sessions which are scheduled with the Labor Commissioner during the representatives' work hours, and FOP representatives shall be responsible for informing their supervisors, in a timely fashion, of expected absence from work.

Section 12.2: FOP Leave

Twelve Hundred and sixty (1260) hours with pay, per year, shall be granted to representatives for FOP Business. FOP representatives shall be responsible for giving their individual supervisors advance notice of the representative's absence from work for FOP business.

Section 12.3: Designing of FOP Representatives

A written list of FOP representatives shall be furnished to the County and the FOP shall notify the County of any changes in the representatives.

Section 12.4: Recruit Class

The FOP shall be provided time to address each Recruit Class concerning membership in the Fraternal Order of Police.

Section 12.5: Training

The parties agree to continue the practice that the FOP shall be provided one (1) hour to address attendees of **In-Service and** Step 1 and Step 2 Supervisor training. A pre-approved lesson plan shall be reviewed and authorized by the training section commander.

Section 12.6: FOP President

During the term of this Memorandum of Understanding, the President of the Baltimore County Lodge #4, Fraternal Order of Police, Inc. shall designate two (2) appointees of the bargaining unit who shall be granted a full-time leave of absence from their duties for the Police Department, mandated in-service training excepted, but shall remain on the payroll of the Police Department for the purpose of performing full-time duties on behalf of the FOP. During such leave, the appointees shall continue to accumulate seniority and shall receive all benefits as if said employee were fully on duty, including, but not limited to, pension accruals and fringe benefits.

Section 12.7: Notice of Policy Change by the Department

The Police Department will furnish the FOP with draft copies of proposed changes to directives, rules, regulations and procedures along with current documentation.

Section 12.8: Services Provided to FOP

- a) The County shall provide radio, spare battery and charger for the FOP President and any appointee(s).
- b) The department will provide the FOP with all name and address changes of FOP members as they receive notice.

Section 12.9: Performance Appraisal Appeals

If requested by the employee, the FOP shall have a right to represent FOP members and participate in assisting the employee during a Full Appeal Process of a Performance Appraisal Appeal or during a Limited Appeal Process of a Performance Appraisal Appeal for newly promoted sworn officers.

ARTICLE 13: SENIORITY

Section 13.1: Seniority Ranking

- a) Where rank and time in rank/grade, and departmental tenure from date of appointment as a Police Officer are equal, a member's police academy class ranking will be used to determine seniority ranking.
- b) An employee who is demoted or reverted shall have a "time in grade" date, as it pertains to seniority in Article 13 Subsection 13.1a of this Memorandum of Understanding, to be the date and time of his/her original promotion to the lower rank.

Section 13.2: Reduction in Force

In the event the number of sworn personnel is reduced, requiring a layoff, said layoff shall be accomplished in inverse order of departmental seniority, the lowest rank and least seniority first. No employee shall be laid off out of seniority order as described above so long as that employee has the ability to perform the available work. Employees on layoff shall be recalled in the inverse order of their layoff, provided only that those recalled have the ability to perform the available work.

Section 13.3: Application For Transfer

In any application for transfer, the Department may consider qualifications, including training, skill and ability, physical and mental condition, balanced staffing, performance evaluation, and the needs of the Department. Provided these factors are relatively equal, seniority shall be determinative.

ARTICLE 14: NO STRIKES – NO LOCKOUTS

Section 14.1: No Strikes

Pursuant to the provisions of the Baltimore County Employee Relations Act, Section 25-60:

- a) "Strikes, work stoppages and lockouts and secondary boycotts are forbidden. Employees or employee organizations shall not engage in, sponsor, initiate, support, direct or condone a strike or work stoppage or secondary boycott."
- b) "Employee organizations shall be prohibited from engaging in, initiating, sponsoring, supporting, directly or indirectly, picketing of the Baltimore County government or any of its property or field or office facilities in furtherance of a strike, work stoppage or secondary boycott."

The remaining provisions of Section 25-60 of the Baltimore County Code are incorporated herein by reference.

Section 14.2: No Lockouts

No lockouts shall be directed against County employees by the County Administration.

ARTICLE 15: QUALITY OF WORK LIFE

Section 15.1: Quality of Work Life

Recognizing their mutual interest in improving services to the public while maintaining safe working conditions, representatives of the Police Administration and the FOP will meet, at the request of the Chief of Police or the President of Lodge #4, at a mutually agreeable time, during the term of the Memorandum of Understanding, to discuss the formation of joint study committees; any such committee shall, after formation and completion of the study, report its findings to the Chief of Police and the President of the Lodge.

Section 15.2: Duty Related Trauma

The designated representative of the F.O.P. will be notified immediately whenever an employee (1) is seriously injured or killed, or (2) is involved in an incident where another person is seriously injured or killed.

Following such an event:

- 1) An employee will be provided a weapon by the police department if their duty weapon is retained by the investigative agency unless the employee is suspended from duty.
- 2) The police department shall provide a department radio to the employee.
- 3) The department shall request three days permission leave from the Office of Human Resources for the employee.
- 4) Regarding personal information, the department will release to the media only the employee's rank, last name, duty assignment and department tenure. The department will take into account the circumstances involved in the incident and the safety of the employee in determining the timing of the release of such information.

ARTICLE 16: DISCIPLINE AND TRIALBOARDS

Section 16.1: Discipline

1. The Administration and the Baltimore County Police Department will adhere to the Maryland Law Enforcement Officer's Bill of Rights for investigations involving employees covered by this Memorandum of Understanding.
2. Case Disposition Classification Definitions:
 - a) Unfounded- Alleged action or activity did not occur.
 - b) Not Sustained- Alleged action or activity can be neither proven nor disproven.
 - c) Exonerated- Alleged action or activity occurred but was lawful and proper.
 - d) Command Level- Alleged action or activity occurred and was a violation, but there will not be any disciplinary action.
 - e) Sustained- Alleged action or activity was proven by a preponderance of evidence.
 - f) Withdrawn- Complaint was withdrawn, and the Internal Affairs Commander agrees no further investigation is necessary.

- g) Nolle Pros-Allegation was not prosecuted in a Trial Board by the Legal Division.
- h) Not Guilty-Trial Board determined the accused did not commit the violation based on preponderance of evidence.
- i) Guilty-The Trial Board determined the accused did commit the violation based on preponderance of evidence; under a plea agreement the accused admitted to committing the violation; or discipline was administered per the Alternative Disciplinary Process.

3. Types of Non-Disciplinary Actions:

- a) Verbal Counseling- A verbal warning or notification of disapproval concerning a specific act, infraction or violation of a policy or procedure that is usually given by the immediate supervisor and is noted for the record but does not become part of an employee's personnel record unless infractions of a similar nature occur.
- b) Written Counseling- A written warning or notification of disapproval concerning a specific act, infraction or violation of a policy or procedure that is usually given by the immediate supervisor and is noted for the record in the employee's next rating and then destroyed.
- c) Suspension Pending Investigation of Charges or Trial- The placing of an employee in a leave with or without pay status for an indefinite period pending an administrative or criminal investigation or trial.

If an employee is suspended without pay for a felony allegation(s) and the criminal charge(s) causing the suspension without pay is dismissed or results in a not guilty verdict, the employee will be reinstated to suspension with pay or active duty status. The employee will be compensated for any loss of pay minus employment gross income earned during the suspension without pay period.

4. Types of Disciplinary Actions:

- a) Written Reprimand-A written statement concerning a specific act, infraction or violation of a policy or procedure that is made part of the employee's personnel record.
- b) Forfeiture of Annual Leave- The deduction of leave from an employee's annual or compensatory leave concerning a specific act, infraction or violation of a policy or procedure.
- c) Suspension-The placing of an employee in leave without pay status for a specified period of time, for a specific act, infraction or violation of a policy or procedure.
- d) Suspension Options and implementation Procedure-If an employee receives discipline which includes suspension without pay, the employee may choose the following forms of corrective action:
- e) Serve the designated number of days suspended without pay; or

- f) Deduct the number of suspension days from his/her annual leave, vacation, or compensatory leave time or a combination thereof, under such terms as may be mutually agreed upon by the employee and the Department.
- g) Demotion-The movement of an employee from one rank, position or class to another with lower grade level assignment.
- h) Dismissal-The removal of an employee from County service for just cause.

5. Alternative Disciplinary Process (ADP):

- a) Allegations may be minor in nature
- b) Omissions of assigned duties
- c) Infractions of Departmental regulations
- d) Errors in judgment
- e) Matters of discourtesy
- f) Matters that can be resolved to the satisfaction of the commander
- g) Allegations must be serious enough to compel formal disciplinary action. The commanders of both the accused and IAS must be in agreement with the appropriateness of the ADP for resolving the case and the discipline offered.
- h) The accused must agree to the recommended disciplinary action.
- i) The commander of the accused arranges a meeting to discuss the allegation and recommended discipline offered. NOTE: The LEOBR need not be given but the accused may have counsel present.
- j) When the accused accepts the recommended discipline he/she will sign an Acceptance of Approved Disciplinary Action Form.
 - i. The acceptance of discipline only applies under ADP
 - ii. Additional investigations and disciplinary actions may result if other allegations or information come to light
 - iii. This procedure will not excuse the accused from being interviewed at a later time to supply information pertaining to other members or additional allegations.

6. Expungements:

- a) Expunged records may be physically destroyed or removed to a segregated file to prevent public or private access.
- b) After three (3) years have passed since the final disposition by the Department or hearing board, the Department shall automatically expunge the record of a formal complaint if the final disposition was other than guilty as defined in 2 (i) of this section, or the final disposition was sustained and/or the accused separated from the Department without discipline.
- c) An employee, upon written request, may have an electronic and hard copy of a formal complaint made against him/her expunged if:
- d) The law enforcement agency investigating the complaint has exonerated the officer of all charges of the complaint, or determined that the charges were "not sustained" or "unfounded", or a Trial Board acquits, dismisses or makes a finding of not guilty, sustained cases where a settlement agreement was reached between the department and the charged employee and either:

- i. No action was taken or
 - ii. Non-disciplinary action was imposed in conjunction with the terms of the agreement
- f) Three (3) years have passed since the final disposition by the law enforcement agency or Trial Board.
- g) There is no pending litigation.
- h) Ten years have passed since the employee separated from the agency.
- e) Expungement requests will be necessary ONLY IF there are multiple accused employees and at least one accused employee has a sustained charge.
- f) Accused employees requesting a case to not be expunged must notify IAD in writing thirty (30) days prior to the expungement eligibility requirements are met.
- g) The Internal Affairs Commander shall notify employees in writing of the expungement of any cases after the three (3) year limit.
- h) If, at the three (3) year limit, the employee does not receive a notification of expungement from the Internal Affairs Commander, the employee may submit a request for expungement. (This does not relieve Internal Affairs from their responsibility to act as stated in Section 6(a)).
- i) Case information deemed eligible for destruction by the Department will be accomplished using a Departmental-approved process in the presence of at least two Internal Affairs Division Members.
- j) The file contains the names of two (2) or more employees and charges against one (1) or more of the employees were sustained. In cases of discovery any reference to those employees who were eligible for expungement shall be redacted from the case file including the electronic database.

7. Probationary Employees:

- a) With respect to Maryland's Law Enforcement Officers' Bill of Rights, employees in a probationary status will not be afforded any other rights other than those to which they are currently entitled.
- b) An employee who is in probationary status on initial entry into the Department, except if an allegation of brutality in the execution of the officer's duties is made, commits an infraction and the recommended discipline is termination, the employee will be granted a meeting, if requested, with the Chief or his/her designee prior to the effective termination date. The employee may be represented by an attorney or FOP representative but will not be allowed to present evidence or witnesses on his/her behalf, or cross examine any Department witnesses. The meeting will be scheduled by the Department and must be held prior to the expiration of the employee's probationary period.

Section 16.2: Trial Boards

In accordance with the Public Safety Volume, Section 3-107, an employee who has not been offered summary punishment may elect the following alternate method of forming a hearing board.

- 1) The Chief of Police shall appoint a three (3) member board, selected from law enforcement officers of the Baltimore County Police Department.
- 2) The board shall consist of a Chairperson, at the rank of Captain or Major, and one member of equal rank to the charged employee. The third member of the board shall be a sworn officer at the rank of Lieutenant.
- 3) The charged employee shall be entitled *to* strike two (2) members of the board, excluding the Chairperson. A strike must be executed within five (5) working days(excluding Saturday and Sunday) of the charged employee being advised of the board's appointment. In such event the Chief shall appoint a replacement board member.
- 4) Trial Boards shall be scheduled no sooner than thirty (30) days from the date the charged employee receives the investigatory file and the charges, unless mutually agreed upon by the Police Department and the charged employee.
- 5) Employees as defined in Section 1.2 of this Memorandum of Understanding shall not sit as members of Trial Boards while in a probationary status.
- 6) Illegally obtained evidence shall not be used against an employee in any investigation or against an employee in a Trial Board.
- 7) It is agreed that the decision of a hearing board as to findings of fact and any penalty shall be final in accordance with the provisions of Section 3-108 (c) (1) (ii) of the Law Enforcement Officers Bill of Rights ("LEOBR") and subject *to* appeal as described in Section 3-108 (c)(2) of the LEOBR.

Section 16.3: Investigatory File/Personnel Files

Employees sustained on charges who have received recommended discipline of fifteen days (15) or more will be able to review the investigatory file prior to accepting the recommended discipline or requesting a trial board.

Section 16.4: Civilians on Trial Boards

Selection for Civilians on Trial Board.

- 1) Application. Civilians who wish to serve on Hearing Boards will be selected from volunteers who have completed an online or paper application that will be developed jointly among the Baltimore County Police Department (BCOPD), Baltimore County Government, and FOP Lodge 4, and which will be available on the BCOPD's website. The application will require applicants to provide the information necessary to determine whether they meet the minimum age, residency, objectivity, and criminal history qualifications stated below, and state that all candidates selected to serve as Civilian Board Members will be required to successfully complete the MPCTC approved and Civilian Board Member Training Program.
- 2) Selection. The BCOPD and the FOP Lodge 4 will jointly select candidates to serve as Civilian Members of the Boards. The selection of a Civilian Board Member will be by majority vote with the County, BCOPD, and the FOP each having one vote.
- 3) Qualifications. Candidates will be selected to serve as a Civilian Board member upon meeting the eligibility requirements outlined below. Prior to being able to serve as Civilian Board Member, a selected candidate will be required to successfully complete the training identified below.

- 4) Eligibility. In order to be eligible to be selected as a candidate to serve as a Civilian Board Member, a candidate must meet the following qualifications:
- a) At least 21 years of age.
 - b) Legal Baltimore County Resident
 - c) Never convicted or otherwise found guilty of a felony offense.
 - d) Not convicted or otherwise found guilty of a misdemeanor for which a sentence for one (1) year or more could have been imposed, within the ten (10) years preceding the appointment date.
 - e) Not arrested or charged for a felony or misdemeanor, as set forth in paragraph (C) and (D) above, within two (2) years of the appointment date or where charges are pending.
 - f) Not a party (or the spouse, parent, sibling, or child of a party, business partner) to any legal action filed against the BCOPD, or a member of the BCOPD in the member's official capacity, within ten (10) years preceding the appointment date. Filing a notice of claim under the Local Government Torts Claims Act will constitute being a party to a legal action.
 - g) Not a current or former BCOPD sworn law enforcement officer.
 - h) Affirm that he/she can be fair and impartial and has no bias, or clearly identified bias in favor of or against police.
- 5) Training. In order for a selected candidate to serve as a Civilian Board Member, a candidate must complete the following training:
- a) Candidates must complete the training administered or approved by the Maryland Police Training and Standards Commission on the Law Enforcement Officers' Bill of Rights and matters relating to police procedures, as required by LEOBR, MD Public safety Article § 3-107, seq.
 - b) Candidates must complete the Civilian Board Member Training Program developed and conducted by the BCOPD. Within 90 days of execution of this agreement, the BCOPD and FOP Lodge 4 will meet and confer over the training program for Civilian Board Members, in which FOP Lodge 4 will have the opportunity to provide input with respect to the content of the training and to observe during the training sessions. Such training will be approximately eight (8) hours in total.
 - c) Candidates must participate in the BCOPD ride-Along Program. Each Candidate must participate in a minimum of three (3) ride-alongs in at least (3) separate precincts, one per Patrol Division, to include one (1) ride-along during shift 1, one (1) during shift 2, and one (1) during shift 3. Each ride,,along will be a minimum of four (4) hours in duration. A Field Training Officer must be present for such ride-alongs. In addition, if an Incident Involving an officer occurs during a ride-along which subsequently goes before a Board, the civilian present during the ride-along may not serve as a Civilian Board member on that Board.
- 6) General Provisions
- a) Service on Boards.

- I. Composition of Board. A Board will consist of five (5) voting board members. The two (2) Civilian Board Members will participate as voting members. The three (3) sworn members will participate as voting members and will be selected in accordance with Section 16.2 of this Memorandum of Understanding. The highest ranking law enforcement member of the Board shall be the chairperson.
- II. Civilian Board Members will be randomly selected for each Board, subject to their availability. If no civilian Board Member(s) is eligible and available for a hearing, the hearing will proceed without one or both Civilian Board Member(s). The Trial Board Chairperson will state on the record the absence of a Civilian Board Member, and the steps that were taken to staff the Board with a Civilian. The Charged employee shall be entitled to strike two (2) members. A strike must be executed within five (5) working days (excluding Saturday and Sunday) of the charged employee being advised of the appointment. In such event the Chief shall appoint a replacement board member.
- III. If a Civilian is serving on a Board for a hearing that requires more than (1) day, and the Civilian is unavailable for the subsequent hearing day(s), the hearing will be postponed for a reasonable period, not to exceed two weeks, until the Civilian Board Member is available.
- IV. When members of the Board are being selected, both the Department and the Respondent Officer will provide an estimate for how long the hearing will take place. The intention is to have civilian participation on all Trial Boards. However, in the event civilians are unavailable due to scheduling (e.g. unable to commit to the estimated number of days the hearing will take), the hearing will proceed without a Civilian Board Member.
- V. In the event the Board proceeds with only one Civilian Board Member due to unavailability, the Board will proceed to adjudicate the matter with four (4) members. In the event the four members are unable to render a majority determination, the Board will be reconstituted and rehear the matter.
- VI. When selected to serve, Civilian Board Members will be required to complete Department's Objectivity Statement. Any Civilian Board Member who indicates that he/she has a conflict or state that he/she cannot be objective will be removed from the Board and replaced with another randomly selected Civilian Board Member.

b) Term and Removal. Civilian Board Members shall be selected to serve for a term of three (3) years and may serve up to two (2) consecutive terms. A Civilian Board Member shall be removed

from service during his/her term only if the individual engages in activity that would have precluded him/her from service had it occurred prior to selection; provided, however, if the circumstance giving rise to removal are resolved such that the individual remains eligible to serve, he/she may be reinstated for the balance of the term. In addition, if the Chief of Police determines that the Civilian Board Member is unwilling or unable to perform the duties and responsibilities of a Board member, he/she may be removed at any time with FOP Lodge 4's concurrence.

7. Grandfather Clause. No civilian Board Member will participate in a Board for any accused officer who was administratively charged by the BOCPD prior to the effective date of this Section and Memorandum of Understanding.

ARTICLE 17: FURLOUGHS AND LAYOFFS

Section 17.1 Furloughs and Lay Offs

Bargaining Unit members shall not be furloughed or laid off (i.e. "riffed") in fiscal year 2022 and 2023.

ARTICLE 18: DURATION AND SCOPE OF MEMORANDUM

Section 18.1: Separability Clause

The provisions of this Memorandum of Understanding are declared *to* be severable and if any section, subsection, sentence, clause or phrase of this Memorandum of Understanding shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Memorandum of Understanding, but they shall remain in effect, it being the intent of the Parties that this Memorandum of Understanding shall stand, notwithstanding the invalidity of any part. The Administration and the FOP further agree to meet and negotiate on the invalidated portion.

Section 18.2: 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 the FOP shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council. The FOP will be given an opportunity to review this proposed legislation prior to its submission to the Personnel and Salary Advisory Board and the County Council.

Section 18.3: Duration

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 be automatically renewed from year to year after June 30, 2023 unless:


- a) Either party shall notify the other in writing no later than October 15, 2022 (or October 15th of any subsequent year thereafter in case of an automatic renewal) that it desires to terminate, modify or amend this Memorandum of Understanding, or
- b) The County Council fails to approve the necessary appropriations to support the fiscal obligations of the County under this Memorandum of Understanding for any year covered by this Memorandum of Understanding.

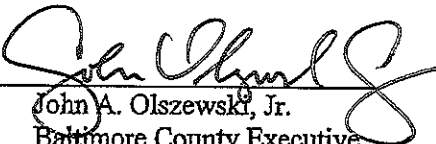
Section 18.4: Distribution of Memorandum of Understanding

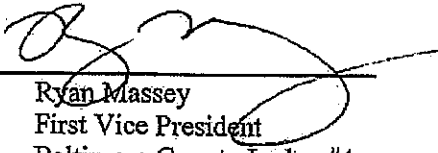
The Administration shall have copies of the agreed upon Memorandum of Understanding available for employees at least 10 days before it takes effect.

[Signature page continued]


IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this
30th day of June, 2021

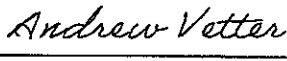
By: 
David M. Rose
President
Baltimore County Lodge #4


By: 
John A. Olszewski, Jr.
Baltimore County Executive

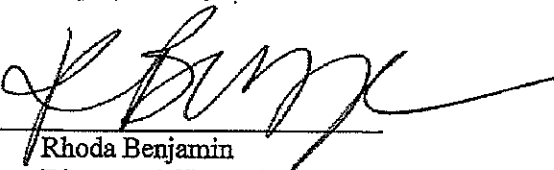
By: 
Ryan Massey
First Vice President
Baltimore County Lodge #4

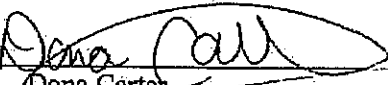
By: 
Stacy L. Rodgers
County Administrative Officer


By: 
Michael D. DiCara
Second Vice President
Baltimore County Lodge #4


By: 
Drew Vetter
Deputy County Administrative Officer


By: 
Donna Patterson
Secretary
Baltimore County Lodge #4

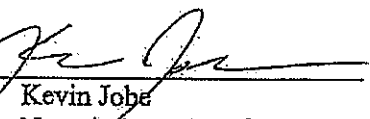
By: 
Rhoda Benjamin
Director, Officer of Human Resources

By: 
Dona Carter
Negotiations Committee Member

By: 
James R. Benjamin
Baltimore County Attorney

By: 
Christopher J. Hodnicki
Negotiations Committee Member

By: 
Melissa Hyatt, Chief
Baltimore County Police Department

By: 
Kevin Jobe
Negotiations Committee Member

By: 
Ryan Franks
Negotiations Committee Member

APPENDIX A

PAYROLL/PENSION DEDUCTION AUTHORIZATION CARD BALTIMORE COUNTY LODGE #4 FRATERNAL ORDER OF POLICE

Name _____ Payroll Number _____
 Last First Middle Initial SS# _____
 Active [] Retired []

To: Baltimore County Office of Finance:

I hereby authorize the Office of Finance to deduct from my earnings (or pension) on each payroll period, such amount as may be specified as dues by the Lodge Constitution and Bylaws, or as otherwise totaled below:

DEDUCTION AUTHORIZATIONS:

<input type="checkbox"/> Dues-OR-	<input type="checkbox"/> P.A.C. Fund	<input type="checkbox"/> Pager Service	Total Deductions
<input type="checkbox"/> Service Fee	<input type="checkbox"/> _____	<input type="checkbox"/> _____	
\$ _____	+ \$ _____	+ \$ _____	= \$ _____

This authorization shall continue in effect for one year and shall be automatically renewed thereafter unless revoked within 30 days of each anniversary date. P.A.C. Fund contributions are not a condition of membership.

Signature _____ Date _____
 Address _____
 City & State _____ Zip Code _____
 Home Phone _____ Cell Phone _____

BALTIMORE COUNTY GOVERNMENT
PAY SCHEDULE IV
STANDARD GRADES
Fraternal Order of Police, Lodge #4
Police Department
Effective June 30, 2021

BASE ANNUAL RATES (In Dollars)							LONGEVITY ANNUAL RATES (In Dollars)										
GR	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	17 YEARS	19 YEARS	22 YEARS	24 YEARS	29 YEARS
PC	29,861	30,872	32,089	33,382	34,756	36,133											
8P	55,085	57,118	59,154	61,276	63,651	66,032	68,573	71,207	73,490	76,457	79,508	82,737	86,123	89,682	93,424	97,321	101,477
9P	57,118	59,154	61,276	63,651	66,032	68,573	71,207	74,000	76,457	79,508	82,737	86,123	89,682	93,424	97,321	101,477	105,723
10P	59,154	61,276	63,651	66,032	68,573	71,207	74,000	76,967	79,508	82,737	86,123	89,682	93,322	97,321	101,477	105,723	110,241
11P		63,651	66,032	68,573	71,207	74,000	76,967	80,018	82,737	86,123	89,682	93,424	97,321	101,477	105,723	110,241	115,382
12P		66,032	68,573	71,207	74,000	76,967	80,018	83,247	86,123	89,682	93,424	97,321	101,477	105,723	110,241	115,382	120,929
13P		68,573	71,207	74,000	76,967	80,018	83,247	86,633	89,682	93,424	97,321	101,477	105,723	110,241	115,382	120,929	126,876
14P		71,207	74,000	76,967	80,018	83,247	86,633	90,192	93,424	97,321	101,477	105,723	110,241	115,382	120,929	126,876	133,119
15P		74,000	76,967	80,018	83,247	86,633	90,192	93,934	97,321	101,477	105,723	110,241	115,382	120,929	126,876	133,119	139,673
16P		76,967	80,018	83,247	86,633	90,192	93,934	97,831	101,477	105,723	110,241	115,382	120,929	126,876	133,119	139,673	146,558
17P		80,018	83,247	86,633	90,192	93,934	97,831	101,987	105,723	110,241	115,382	120,929	126,876	133,119	139,673	146,558	153,785
18P		83,247	86,633	90,192	93,934	97,831	101,987	106,233	110,241	115,382	120,929	126,876	133,119	139,673	146,558	153,785	161,373

APPENDIX B - 1

BALTIMORE COUNTY GOVERNMENT																	
PAY SCHEDULE IV																	
STANDARD GRADES																	
Fraternal Order of Police, Lodge #4																	
Police Department																	
Effective January 1, 2022																	
	BASE ANNUAL RATES								¹ LONGEVITY RATES								
	(In Dollars)								(In Dollars)								
GR	Min	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	Max	10yr	11yr	13yr	15yr	17yr	19yr	22yr	24yr	29yr
PC	31,861	32,672	33,889	35,182	36,556	37,933											
8P	56,885	58,918	60,954	63,076	65,451	67,832	70,373	73,007	75,290	78,257	83,158	86,387	89,773	93,332	95,224	99,121	103,277
9P	58,918	60,954	63,076	65,451	67,832	70,373	73,007	75,800	78,257	81,308	86,387	89,773	93,332	97,074	99,121	103,277	107,523
10P	60,954	63,076	65,451	67,832	70,373	73,007	75,800	78,767	81,308	84,537	89,773	93,332	96,972	100,971	103,277	107,523	112,041
11P		65,451	67,832	70,373	73,007	75,800	78,767	81,818	84,537	87,923	93,332	97,074	100,971	105,127	107,523	112,041	117,182
12P		67,832	70,373	73,007	75,800	78,767	81,818	85,047	87,923	91,482	97,074	100,971	105,127	109,373	112,041	117,182	122,729
13P		70,373	73,007	75,800	78,767	81,818	85,047	88,433	91,482	95,224	100,971	105,127	109,373	113,891	117,182	122,729	128,676
14P		73,007	75,800	78,767	81,818	85,047	88,433	91,992	95,224	99,121	105,127	109,373	113,891	119,032	122,729	128,676	134,919
15P		75,800	78,767	81,818	85,047	88,433	91,992	95,734	99,121	103,277	109,373	113,891	119,032	124,579	128,676	134,919	141,473
16P		78,767	81,818	85,047	88,433	91,992	95,734	99,631	103,277	107,523	113,891	119,032	124,579	130,526	134,919	141,473	148,358
17P		81,818	85,047	88,433	91,992	95,734	99,631	103,787	107,523	112,041	119,032	124,579	130,526	136,769	141,473	148,358	155,585
18P		85,047	88,433	91,992	95,734	99,631	103,787	108,033	112,041	117,182	124,579	130,526	136,769	143,323	148,358	155,585	163,173

¹ The amount of a longevity increase for employees on an annual salary scale is the equivalent of one (1) step in the pay grade of the class to which the employee's position is assigned. Classified employees are rewarded for long and faithful service through longevity increments. These increments are earned upon the attainment of 10, 11, 13, 15, 17, 19, 22, 24 and 29 years of service.

APPENDIX B - 2

BALTIMORE COUNTY GOVERNMENT																	
PAY SCHEDULE IV																	
STANDARD GRADES																	
Fraternal Order of Police, Lodge #4																	
Police Department																	
Effective January 1, 2023																	
	BASE ANNUAL RATES								LONGEVITY RATES								
	(In Dollars)								(In Dollars)								
GR	Min	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	Max	10yr	11yr	13yr	15yr	17yr	19yr	22yr	24yr	29yr
PC	32,611	33,652	34,906	36,237	37,653	39,071											
8P	58,592	60,686	62,783	64,968	67,415	69,867	72,484	75,197	77,549	80,605	85,653	88,979	92,466	96,132	98,081	102,095	106,375
9P	60,686	62,783	64,968	67,415	69,867	72,484	75,197	78,074	80,605	83,747	88,979	92,466	96,132	99,986	102,095	106,375	110,749
10P	62,783	64,968	67,415	69,867	72,484	75,197	78,074	81,130	83,747	87,073	92,466	96,132	99,981	104,000	106,375	110,749	115,402
11P		67,415	69,867	72,484	75,197	78,074	81,130	84,273	87,073	90,561	96,132	99,986	104,000	108,281	110,749	115,402	120,697
12P		69,867	72,484	75,197	78,074	81,130	84,273	87,598	90,561	94,226	99,986	104,000	108,281	112,654	115,402	120,697	126,411
13P		72,484	75,197	78,074	81,130	84,273	87,598	91,086	94,226	98,081	104,000	108,281	112,654	117,308	120,697	126,411	132,536
14P		75,197	78,074	81,130	84,273	87,598	91,086	94,752	98,081	102,095	108,281	112,654	117,308	122,603	126,411	132,536	138,967
15P		78,074	81,130	84,273	87,598	91,086	94,752	98,606	102,095	106,375	112,654	117,308	122,603	128,316	132,536	138,967	145,717
16P		81,130	84,273	87,598	91,086	94,752	98,606	102,620	106,375	110,749	117,308	122,603	128,316	134,442	138,967	145,717	152,809
17P		84,273	87,598	91,086	94,752	98,606	102,620	106,901	110,749	115,402	122,603	128,316	134,442	140,872	145,717	152,809	160,253
18P		87,598	91,086	94,752	98,606	102,620	106,901	111,274	115,402	120,697	128,316	134,442	140,872	147,623	152,809	160,253	168,068

¹ The amount of a longevity increase for employees on an annual salary scale is the equivalent of one (1) step in the pay grade of the class to which the employee's position is assigned. Classified employees are rewarded for long and faithful service through longevity increments. These increments are earned upon the attainment of 10, 11, 13, 15, 17, 19, 22, 24 and 29 years of service.

APPENDIX C

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The County will establish a Deferred Retirement Option Program (DROP) for Pay Schedule IV employees on July 1, 2001, with the first retirements under the Program possible on or after July 1, 2004 (three-year DROP); July 1, 2005 (up to four-year DROP); July 1, 2006 (up to five year DROP).

In order to be eligible to select the DROP, a retiring member must have at least twenty-seven (27) years of credible service as defined in (and/or as applied under) Subtitle 2 Retirement System Article 5, Title 1, Section 5-1-201 of the Baltimore County Code, 2003. The length of the DROP a member may elect will be determined according to the following table. For employees hired after January 1, 2004, only actual time worked, accumulated sick leave, and accredited military time will be applied toward DROP.

Years of Eligible Service	Length of the DROP
27 or more years	3 years
28 or more years	3, 3-1/2, or 4 years
29 or more years	3, 3-1/2, 4, 4-1/5, or 5 years

Retirement allowances credited to the DROP account, and paid after retirement, will be calculated according to the following enhanced formula:

- The length of the DROP period (three to five years) is selected by the employee.
- "DROP Service" equals service at retirement (including retirement credit for accumulated unused sick leave and military service) minus the length of the DROP period.
- Average Final Compensation is determined as if the member had retired at the beginning of the DROP period.
- The DROP Retiree Allowance equals 84% of Average Final Compensation for 24 years DROP Service, plus 2% of Average Final Compensation for each additional year of service.

Retirement allowances credited to the DROP account will be increased for retirement system COLAs just as if the member had retired at the beginning of the DROP. The retirement allowance paid upon actual retirement will include retirement system COLAs provided during the period of the DROP.

Member contributions to the Retirement System made during the period of the DROP will be credited to the member's DROP account.

The DROP account will be credited with interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions, except that the interest rate used will be the greater of (a) the rate of return on the actuarial value of assets for the prior calendar year, minus 50 basis points; or (b) the regular rate of interest (5% per annum).

The DROP accumulation may be paid to the member in a single lump sum, or may be rolled over into an eligible plan such as an IRA, at the member's option.

Exhibit D

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.

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.

APPENDIX E

CLARIFICATION OF POLICY: CALL BACK VS RESCHEDULE

In the absence of specific or unambiguous language to the contrary, it is Management's position that: a) there is a clear and distinct difference between "call back" (which affects additional or extra hours preceding or subsequent to, but not contiguous to, a previously worked regular block of eight hours referred to as a tour of duty), and "rescheduling" (which affects relocating an entire eight-hour block of time — designated as a tour of duty — elsewhere in a workday); b) that the Department has an absolute right to reschedule employees consistent with the current M.O.U. (i.e., no issue of leave days is involved); and c) the Agency has a clear custom and past practice of doing just that. Further, the only constraints upon rescheduling are:

- I. Article 6, Sections 6.5 and 6.6; and Article 9, Section 9.4, of the M.O.U. (i.e., regular leave, optional leave without seven days' notice and vacation cancellations):
- II. The common sense constraint of "reasonable notice" (without which, the above sections of the M.O.U. could be obviated). In urgent or emergency cases, employees who are given sixteen (16) hours notice or more of a change in their tour of duty hours will not be eligible for additional compensation as a result of the rescheduling. In all other cases of rescheduling, including urgent or emergency cases with less than sixteen (16) hours notice and all non-urgent and non-emergency cases, an employee affected by each rescheduling will be paid at time and one-half for the first day of each rescheduling, and for each subsequent day of the rescheduled tour of duty the affected employee shall be compensated at a rate of seventy cents (\$.70) per hour, for each hour worked outside of the regularly scheduled tour of duty hours."

It is agreed that the total cost to the Department for the rescheduling compensation rate of seventy cents (\$.70) per hour shall not exceed ten thousand dollars (\$10,000) in any fiscal year. The Department agrees to notify the FOP in writing, quarterly, as to the amount of money expended as a result of the rescheduling compensation rate of seventy cents (\$.70) per hour.

ACCIDENTAL DISABILITY

BALTIMORE COUNTY POLICE DEPARTMENT

1.) A sworn member of the Police Department shall be eligible to receive disabled accident 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 as 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 disabled accident allowance under this subsection shall be an amount equal to seventy-five percent (75%) of the member's average final compensation.

(a) Schedule of losses:

- (i) Both hands or both feet
- (ii) One hand and one foot
- (iii) One hand and the sight of one eye
- (iv) One foot and sight of one eye
- (v) Sight of both eyes
- (vi) 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.

2.) A sworn member of the Police Department shall be eligible to receive a full accident 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 accident disability allowance under this subsection shall be an amount equal to sixty-six and two-thirds percent (66-2/3%) of the member's average final compensation.

(a) Schedule of Impairments:

(i) A seventy-five percent (75%) anatomical loss of the use of any one of the below or a fifty percent (50%) or more anatomical loss of each of two (2) or more of the below: or 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. Leg
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.

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.) A sworn member of the Police Department shall be eligible to receive a partial 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 Sections (a) and (b) above. The partial accidental disability allowance under this subsection 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 fifty-fifth ($1/55$) 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 percent (50%) of the member's average final

APPENDIX G

COURT ORDERED CALLBACK DURING OFF-TIME

SHIFT ASSIGNMENT	COURT ASSIGNMENT (Afternoon Court)	COURT ASSIGNMENT (Morning Court)
SHIFT #3 P.M. SHIFT	Paid "hour-for-hour" from the time court starts until his/her shift starts, with a guaranteed minimum of 2 hours at 1.5X. (Management reserves option to work those times between court end and shift beginning.) [Mode - 1]	A "callback" with 4 hours guaranteed minimum at 1.5X. Clock starts at beginning of court and ends when officer leaves court (except minimum 4 hours applies). [Mode - 2]
SHIFT #1 MIDNIGHT	A "callback" with 4 hours minimum guaranteed at 1.5X. Clock starts at beginning of court and ends when officer leaves court (except minimum 4 hours applies). [Mode - 3**]	Paid from "end of shift" to "End of court", with a minimum of 2 hours guaranteed at 1.5X. Clock starts when shift ends to the end of court. [Mode - 4]
SHIFT #4 7PM - 3AM 8PM - 4AM 6PM - 2AM 5PM - 1AM	A "callback" with 4 hours minimum guaranteed at 1.5X. Clock starts at beginning of court and ends when officer leaves court (except minimum 4 hours applies). [Mode - 5]	A "callback" with 4 hours guaranteed minimum at 1.5X. Clock starts at beginning of court and ends when officer leaves court (except minimum 4 hours applies). [Mode - 6]

** In those rare instances when an employee's attendance at court on off-time is not covered by the above chart, it shall, for all intents and purposes, be considered a Mode 3 payment situation, i.e., a callback.

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

APPENDIX H-1

Current CY12 Subsidy Levels

YOS	General Employees			Public Safety		
	Cigna PPO	HMO	Medicare	Cigna PPO	HMO	Medicare
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%	36.0%	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	68.8%	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

YOS	General Employees			Public Safety		
	Cigna PPO	HMO	Medicare	Cigna PPO	HMO	Medicare
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%			

APPENDIX H-2

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

New CY16 Subsidy Levels

YOS	General Employees			Public Safety		
	Cigna PPO	HMO	Medicare	Cigna PPO	HMO	Medicare
10	22.0%	22.0%	22.0%	22.0%	22.0%	22.0%
11	24.6%	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	34.6%	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	44.6%	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%	68.5%	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

YOS	General Employees			Public Safety		
	Cigna PPO	HMO	Medicare	Cigna PPO	HMO	Medicare
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%	67.6%			
30	75.0%	85.0%	70.0%			

Health Care in Retirement Subsidy for Employees Hired after 7/1/07

APPENDIX I

General Employees

	PRE-MEDICARE RETIREES		MEDICARE RETIREES	
<u>FY 2008</u>	<u>Base Allowance per YOS</u>		<u>Base Allowance per YOS</u>	
10 - 37 Yrs of Service	\$150.00	\$225.00	\$100.00	\$150.00
<u>CY 2015</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 37 Yrs of Service	\$148.25	\$222.50	\$99.00	\$148.25
<u>CY 2016</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 37 Yrs of Service	\$145.00	\$217.50	\$96.75	\$145.00
<u>CY 2017</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 37 Yrs of Service	\$141.50	\$212.50	\$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	
<u>FY 2008</u>	<u>Base Allowance per YOS</u>		<u>Base Allowance per YOS</u>	
10 - 24 Yrs of Service	\$150.00	\$225.50	\$100.00	\$150.00
25 Y.O.S.	\$222.00	\$333.00	\$148.00	\$222.00
<u>CY 2015</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 24 Yrs of Service	\$148.25	\$222.50	\$99.00	\$148.25
25 Y.O.S.	\$219.50	\$329.25	\$146.25	\$219.50
<u>CY 2016</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 24 Yrs of Service	\$145.00	\$217.50	\$96.75	\$145.00
25 Y.O.S.	\$214.75	\$322.00	\$143.00	\$214.75
<u>CY 2017</u>	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
10 - 24 Yrs of Service	\$141.75	\$212.50	\$94.50	\$141.75
25 Y.O.S.	\$209.75	\$314.50	\$139.75	\$209.75

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

VOLUNTARY DONATION OF ANNUAL OR SICK LEAVE

Employee's Name

Employee's Social Security Number

**RE: Leave Donation for Sworn Police Officers in the Baltimore County
Police Department**

I, _____, a member of the bargaining unit represented by the Fraternal Order of Police, Lodge #4 (hereinafter "FOP") hereby agrees to the donation of _____ hours of annual leave from my annual leave account and/or _____ hours of sick leave from my sick leave account to the sick leave account of _____. (Please note that donations may only be made in 8 hours increments). In that regard, I authorize and request Baltimore County to deduct said hours from my annual leave and/or sick leave account and to credit such hours to the sick leave account of the aforementioned employee of the Department. I understand that my rights to the above referenced donated annual and/or sick leave are relinquished and recognize that I cannot recover these annual leave and/or sick leave hours at a future date.

It is my understanding that FOP, Lodge #4 is coordinating the voluntary annual leave and sick leave donation program and I authorize the FOP to forward this authorization to the appropriate Departmental and/or County office(s) so that my authorization/request can be implemented.

Signature of Employee

Date

OPTIONAL ALLOWANCES

Any member may, prior to the first retirement allowance payment normally due, elect a retirement option of equivalent actuarial value in one of the optional forms set out below. The options provide either a lump-sum payment (Option 1) or continued payments (Options 2,3,4,5,6,7) to a beneficiary nominated by written designation duly acknowledge and filed with the Board of Trustees.

Maximum – Unreduced retirement allowance with no provisions for continued payments after the retired member's death. All benefits cease at the time of retired member's death. Final payment, if any, for the amount accrued between the time of the last retirement payment and the retired member's death shall be payable to the retired member's estate.

Option 1 – If the retired member dies before receiving in annuity payments the total contributions accumulated at the time of retirement, the undistributed accumulated contribution 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. Beneficiary changes may be made at any time.

Option 2 – Upon the death of the retired member, 100% of the retired member's reduced retirement benefit shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary, under any circumstances, after the first payment of the member's retirement allowance.

Option 3 – Upon the death of the retired member, 50% of the retired member's reduced retirement benefit shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary, under any circumstances, after the first payment of the member's retirement allowance.

Option 4 – This is a custom option that allows the member to specify the dollar amount of the monthly benefit that, upon the death of the retired member, shall be continued throughout the life of and paid to the designated beneficiary. This benefit, together with the retired member's reduced retirement benefit shall be certified by the actuary to be the equivalent value to the retired member's maximum retirement allowance. No changes may be made to the designated beneficiary, under any circumstances, after the first payment of the member's retirement allowance.

Option 5 – Upon the death of the retired member, 100% of the retired member's reduced retirement benefit shall be continued throughout the life of and paid to the designated beneficiary. Should the retired member become divorced from the designated beneficiary or should the designated beneficiary predecease the retired member, upon written notification to the Board of Trustees, the retired member's reduced retirement allowance shall thereafter increase to the maximum option. After notification of such death or divorce, the retired member shall be entitled to designate a new beneficiary and select any of the Options, 2,3,4,5, or 6, in which event the retired member's allowance shall be recomputed based on the ages of the retired member and the beneficiary at that time.

Option 6 – Upon the death of the retired member, 50% of the retired member's reduced retirement benefit shall be continued throughout the life of and paid to the designated beneficiary. Should the retired member become divorced from the designated beneficiary or should the designated beneficiary predecease the retired member, upon written notification to the Board of Trustees, the retired member's reduced retirement allowance shall thereafter increase to the maximum option. After notification of such death or divorce, the retired member shall be entitled to designate a new beneficiary and select any of the Options, 2,3,4,5, or 6, in which event the retired member's allowance shall be recomputed based on the ages of the retired member and the beneficiary at that time.

Option 7 – Unreduced retirement allowance for eligible Sworn Baltimore County Police Officers and Firefighters. Upon the death of the retired member, 50% of the retired member's retirement benefit shall be continued throughout the life of and paid to the original beneficiary (the employee's spouse who is designated at the time of the employee's retirement). Should the retired member become divorced from the original beneficiary or should the original beneficiary predecease the retired member, upon written notification to the Board of Trustees, the retired member may designate a substitute beneficiary. If the retired member designates a substitute beneficiary, the retired member may select any of the Options, 2,3,4,5, or 6, in which event the retired member's allowance shall be recomputed based on the ages of the retired member and the substitute beneficiary at that time. **MARRIAGE CERTIFICATE REQUIRED AT THE TIME OF APPLICATION.**

JAMES W. JOHNSON
Chief of Police



INTEGRITY...FAIRNESS...SERVICE

BALTIMORE COUNTY POLICE

Headquarters
700 East Joppa Road
Towson, MD 21286
(410) 857-2244
Fax (410) 821-8857
bcopd@baltimorecountymd.gov
www.baltimorecountymd.gov/police

Appendix L

March 19, 2009

Cole Weston
President
Fraternal Order of Police Lodge #4
9304 Harford Road
Baltimore, Maryland 21236

Dear President Weston,

This letter will confirm the agreement between the Fraternal Order of Police Lodge #4 and the Baltimore County Police Department regarding the starting time for shifts, including early and late reporting.

The starting time for scheduled shifts will be on the hour or half-hour (e.g., 0700, 0730, 0800 etc). This will also apply to early and late reporting times in accordance with Article 6, Section 6.4 (b) and (c) of the Memorandum of Understanding.

This letter shall be included as an Appendix to the Memorandum of Understanding between the Fraternal Order of Police Lodge #4 and the Baltimore County Administration effective July 1, 2009.

Sincerely,

A handwritten signature of James W. Johnson in black ink, written over a circular stamp.
James W. Johnson
Chief of Police

Nationally Accredited Since 1984



Educational Assistance Policy

Purpose

The purpose of this policy is to encourage full-time employees to increase their value to the County through further education and provide them with financial education assistance.

Policy

The County will reimburse eligible employees a specified percentage of the cost of tuition and certain fees, up to a specified maximum each fiscal year for approved courses/degrees. All reimbursements to employees are billed to the individual employee's agency. If an employee terminates County employment within 18 months of a reimbursement for tuition and fees, the employee shall repay 50% of that reimbursement to the County.

1. An Educational Assistance Committee, consisting of the Administrative Officer, the Director of Budget and Finance, and the Director of Human Resources, shall determine the eligibility of employees requesting educational assistance.
2. An educational assistance program/course, in the judgement of the Educational Assistance Committee, must be directly related to the employee's current position or must directly enhance potential for advancement within the County to a position which the individual has a reasonable expectation of achieving.
3. Educational assistance may be approved for courses which are part of a degree or certificate program, provided that the degree or certificate program being pursued is currently included in the minimum qualifications for a Baltimore County Classification specification or approved by the Educational Assistance Committee. If an applicant is not enrolled in a degree or certificate program, educational assistance may be approved only for a course that (1) will enhance the skills and knowledge which are required to perform the duties of their existing or a related classification, or (2) will enhance the potential for advancement within the County.
4. Approval of courses shall be restricted to those conducted by recognized and approved schools, colleges and universities.
5. Educational assistance may be approved for up to 30 graduate credits beyond an undergraduate degree within the vocation for which the individual is employed.
6. The hours during which the course of study is scheduled must not conflict with the employee's scheduled working hours.
7. Applications for educational assistance must be submitted prior to the completion of the course for which reimbursement is sought. Applications must be submitted in the same fiscal year in which the course is taken, even if the grades are not available until a later date. One (1) late-file approval will be granted during applicant's employment with the County. Thereafter, all applications filed subsequent to the completion of a course as well as applications filed outside of the fiscal year in which the course was taken will not be considered for reimbursement.
8. If an employee is eligible for educational benefits under the G.I. Bill and/or any type of scholarship, grant, fellowship or other educational assistance, any monies to be reimbursed by the County shall be limited to the difference between the amount available under the other source(s) of benefits and the total cost (not to exceed the total amount available under this policy).
9. Reimbursement for each approved course shall be made after the employee presents (1) evidence of having received a satisfactory grade (if letter graded, a "C" or higher) and (2) the (original) acceptable receipts for tuition and any other reimbursable fees, as determined by the Committee.

**BALTIMORE COUNTY GOVERNMENT
PAY SCHEDULE IX
POLICE DEPARTMENT
SUPPLEMENTARY SALARIES**

	<u>Annual Supplementary Salary</u>
<u>Criminal Investigation Division</u>	
Captain	\$ 520.00
Major	520.00
Other Sworn Members Assigned	320.00
Hazardous Devices Disposal Technician	1,500.00
<u>Tactical</u>	
Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	412.00
Other Sworn Members Assigned	360.00
<u>K-9</u>	
Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	412.00
Other Sworn Members Assigned	360.00
Trainer	500.00
<u>Marine</u>	
Sworn Members Assigned	\$ 320.00
<u>Firearms Instruction</u>	
Officer-in-Charge	\$ 520.00
Other Sworn Members Assigned	260.00
<u>911 Liaison</u>	
Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	312.00
Other Sworn Members Assigned	260.00
<u>Recruitment and Selection</u>	
Sworn Members Assigned	\$ 320.00
<u>Investigative Services</u>	
Sworn Members Assigned	\$ 320.00
<u>Tactical Flight Officer</u>	
Sworn Members Assigned	\$ 475.00

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE IX
POLICE DEPARTMENT
SUPPLEMENTARY SALARIES

Annual Supplementary Salary

County Executive Aide
Pilot

Shall be paid a salary two grades higher
(in the same step) than the grade
normally assigned to his rank.

The above supplementary salaries shall be paid only while the sworn member is assigned to one of the above units. Transfer or removal from one of the above units shall immediately cancel the above supplement.

Appendix -0
FAMILY ILLNESS

"FAMILY MEMBER" in the Maryland Healthy Working Families Act is defined as:

- (1) A BIOLOGICAL CHILD, AN ADOPTED CHILD, A FOSTER CHILD, OR A STEPCHILD OF THE EMPLOYEE;
- (2) A CHILD FOR WHOM THE EMPLOYEE HAS LEGAL OR PHYSICAL CUSTODY OR GUARDIANSHIP;
- (3) A CHILD FOR WHOM THE EMPLOYEE STANDS IN LOCO PARENTIS, REGARDLESS OF THE CHILD'S AGE;
- (4) A BIOLOGICAL PARENT, AN ADOPTIVE PARENT, A FOSTER PARENT, OR A STEPPARENT OF THE EMPLOYEE OR OF THE EMPLOYEE'S SPOUSE;
- (5) THE LEGAL GUARDIAN OF THE EMPLOYEE;
- (6) AN INDIVIDUAL WHO ACTED AS A PARENT OR STOOD IN LOCO PARENTIS TO THE EMPLOYEE OR THE EMPLOYEE'S SPOUSE WHEN THE EMPLOYEE OR THE EMPLOYEE'S SPOUSE WAS A MINOR;
- (7) THE SPOUSE OF THE EMPLOYEE;
- (8) A BIOLOGICAL GRANDPARENT, AN ADOPTED GRANDPARENT, A FOSTER GRANDPARENT, OR A STEPGRANDPARENT OF THE EMPLOYEE;
- (9) A BIOLOGICAL GRANDCHILD, AN ADOPTED GRANDCHILD, A FOSTER GRANDCHILD, OR A STEPGRANDCHILD OF THE EMPLOYEE; OR
- (10) A BIOLOGICAL SIBLING, AN ADOPTED SIBLING, A FOSTER SIBLING, OR A STEPSIBLING OF THE EMPLOYEE.



JOHN A. OLSZEWSKI, JR.
County Executive

STACY L. RODGERS
County Administrative Officer

April 29, 2020

David M. Rose, President
Fraternal Order of Police, Lodge #4
9304 Harford Road
Baltimore, Maryland 21234

RE: Side Letter: Probationary Period for Lateral Police Officers

Dear President Rose:

As discussed, the County would like to shorten the probationary period for "lateral" police officers, who are hired by Baltimore County after serving as a police officer for at least two years in another law enforcement agency. The current probationary period for all newly hired officers is two years. The County proposes to change the probationary period for lateral hires to one year.

In particular, the County proposes that the Special Regulations for Sworn Police and Fire, in the Baltimore County Code, be modified by adding to § 4-8-102, Special Rule 2.11:

(B) The probationary period for an appointee to the Police Department who at the time of appointment has not less than two years of experience as a sworn officer in a law enforcement agency, and who is approved by the Maryland Police Training Commission for waiver of full entrance-level training, shall be for a period of one (1) year from the date of appointment.

The County considers setting the probationary period for new hires to be within the discretion of management. The County recognizes that the FOP disagrees with that position and deems the setting of the probationary period to be a mandatory subject of bargaining.

The County has drafted a Side Letter that would implement this change immediately. This change would have the effect not only of changing the length of the probationary period for new hires but would also shorten the probationary period for lateral officers who are already working in our Department and are currently represented by FOP Lodge #4.

As set forth in the attached Side Letter, the parties are agreeing that neither party will cite to the Side Letter as establishing any precedent concerning the County's ability to establish terms of employment for employees before they are hired, including but not limited to setting the probationary period for new hires. Instead, each party is maintaining its respective position.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Vetter", is written over a horizontal line.

Drew Vetter
Deputy County Administrative Officer



JOHN A. OLSZEWSKI, JR.
County Executive

STACY L. RODGERS
County Administrative Officer

Side Letter: Probationary Period for Lateral Police Officers

Baltimore County (the "County") and the Fraternal Order of Police Lodge #4 ("FOP") hereby agree to change the probationary period for "lateral" police officers who are hired by Baltimore County after serving as a police officer for at least two years in another law enforcement agency.

1. The parties agree that the Special Regulations for Sworn Police and Fire, in the Baltimore County Code, shall be modified by adding to § 4-8-102, Special Rule 2.11:

(B) The probationary period for an appointee to the Police Department who at the time of appointment has not less than two years of experience as a sworn officer in a law enforcement agency, and who is approved by the Maryland Police Training Commission for waiver of full entrance-level training, shall be for a period of one (1) year from the date of appointment.

2. The County and the FOP agree that the change reflected in paragraph 1 of this Side Letter will apply to lateral police officers already employed by the County as of the date this Side Letter has been signed by both parties as well as to future lateral police officers.
3. The County and the FOP acknowledge that each side has different views on whether the County can unilaterally set the probationary period for new hires. As a result, the parties agree that neither the County nor the FOP will cite to this Side Letter as establishing any precedent concerning the County's ability to establish terms of employment for employees before they are hired, including but not limited to setting the probationary period for new hires. Instead, each party is maintaining its respective position.

Date: 5/1/20

Drew Vetter

Deputy County Administrative Officer

Date: 4-30-2020

David M. Rose, President

Fraternal Order of Police Lodge #4



JOHN A. OLSZEWSKI, JR.
County Executive

STACY L. RODGERS
County Administrative Officer

SIDE LETTER AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE, LODGE 4

AND BALTIMORE COUNTY

This Side Letter Agreement is entered into between Baltimore County (hereinafter, the County) and the Fraternal Order of Police, Lodge 4 (FOP #4) on 14th day of May, 2020.

Whereas, the County and the Union have entered into a tentative collective bargaining agreement, subject to Baltimore County Council approval covering all FOP #4 employees as "employee" as defined in Section 1.2 of the collective bargaining agreement.

Whereas, per direction from the County Council, the County and the FOP #4 desire to modify certain provisions of said Agreement in light of the significant economic impacts to the County's revenue as a result of the COVID-19 pandemic.

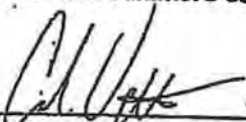
Now, therefore, in consideration of the mutual promises contained hereinafter, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, by the parties, the County and Union agree as follows:

1. The original Tentative Agreement remains in full force, with the exception that the following changes will instead become effective on June 30, 2021:
 - A. Effective January 1, 2021 pay schedule IV salary scale shall reflect a two thousand dollar (\$2,000) increase to each grade and step and the elimination of the "Minimum" step for grades 11p through 18p, which change is in lieu of a percentage COLA; and
 - B. Effective July 1, 2020, Supplementary Salary changes for affected Schedule IX employees (Trainer and Tactical Flight Officer), as shown on Exhibit N.
2. Supporting Exhibits provided to reflect the Pay Schedule IV scale Adjustment and Supplemental Salary changes to affected Schedule IX employees as shown on Appendix N will be replaced with the new scale and new Appendix N, reflecting an effective date of June 30, 2021.
3. This letter shall be included as an Appendix to the Memorandum of Understanding between the FOP #4 and the Baltimore County Administration.

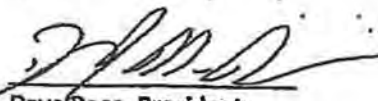
In witness whereof, with the intent of altering the Tentative Agreement reached between the parties, the County and FOP #4 have executed this Side Letter, on the date set forth above:

5/14/2020

On behalf of Baltimore County


Drew Vetter, Deputy County Administrative Officer

On behalf of FOP #4


Dave Rose, President

BALTIMORE COUNTY EMPLOYEE PERSONNEL MANUAL:

Section 9.5.4: Payment of Accrued Compensatory Leave

1. Upon retirement, employees covered by the FLSA will be paid for unused compensatory leave not to exceed the applicable maximum accruals.
2. In the event an employee dies in service, the employee's accrued compensatory leave will be calculated for payment in the final check.

BALTIMORE COUNTY EMPLOYEE PERSONNEL MANUAL:

Section 9.4.5 Vacation Accrual at Termination

Employees who leave County service who have a balance of earned and accrued vacation leave will be paid for their accrued vacation leave. Employees who leave County service and have used more vacation time than was actually earned must reimburse the County for the value of the excess leave used.

SIDE LETTER AGREEMENT
BETWEEN
THE FRATERNAL ORDER OF POLICE, LODGE 4
AND BALTIMORE COUNTY

This Side Letter Agreement is entered into between the Baltimore County (County) and the Fraternal Order of Police, Lodge 4 (FOP #4) on 29 day of June, 2021.

In connection with negotiating the Memorandum of Understanding for Fiscal Year 2022 and 2023, the Parties have reached the following agreements:

1. Bereavement Leave (Section 9.7): The Baltimore County Police Department (Agency) will issue a directive that Great Grandparents will be treated in same category as Grandparents; and
2. Deferred Retirement Option Program. The Parties agree that the County and FOP #4 will convene a labor management committee to develop options for a Deferred Retirement Option Program for members hired after July 1, 2007. The Committee shall present options to the County Executive no later than October 1, 2021. The parties recognize that any recommendation by the Committee may include modifications to the MOU. Such modifications may require ratification by the FOP#4 bargaining unit. If the Committee cannot agree on a plan or the County Executive does not approve a plan supported by the FOP #4, the Parties may mutually agree to reopen the MOU for Fiscal Year 2023.

On behalf of Baltimore County

On behalf of FOP #4

Andrew Vetter 6/29/21

Drew Vetter, Deputy County Administrative Officer



Dave Rose, President