

MEMORANDUM OF UNDERSTANDING

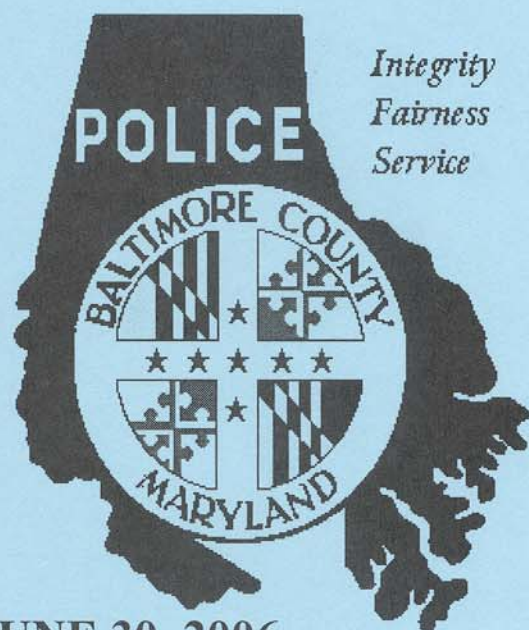
BETWEEN

THE BALTIMORE COUNTY ADMINISTRATION



AND THE

FRATERNAL ORDER OF POLICE, LODGE #4



JULY 1, 2005 - JUNE 30, 2006

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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.

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: Organization Membership - All employees covered by this Memorandum of Understanding who (a) are members of the Organization, or (b) all employees who are thereafter hired shall, as a condition of continued employment, maintain membership in the Organization or pay to the Organization a service fee in an amount not to exceed the then current Organization dues, in order to defray the cost incurred by the Organization in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an Impasse Panel or Arbitrator; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of merit system rights; and in any and all other proceedings and matters for which the organization is the employee's exclusive representative as a result of its certification. The provisions of this section shall be contingent upon the showing by the Organization, annually, to the Administration that more than fifty percent (50%) of the employees covered by this Memorandum of Understanding are dues paying members of FOP Lodge #4.

Section 3.2: Agency Shop - Notwithstanding the provisions of Section 3.1, in the event that the Organization certifies to the County that 80% or more of the employees covered by this Memorandum of Understanding are dues paying members of FOP Lodge #4, then, in such event, membership dues or a service fee, not to exceed the then current membership dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as FOP Lodge #4 annually certifies to the County that the eighty percent (80%) contingency still exists.

Section 3.3: Election of Membership - An employee required to make an election of membership status must do so within thirty (30) days following receipt of such form from the Organization. Failure to do so shall result in the Organization notifying the County of the breach by the employee of the provisions of Article 3. The County will then notify the employee within five (5) working days of receipt of the Organization notification that the employee has ten (10) working days in which to make such an election. If the employee still does not make an election in the time provided, or has not made a financial arrangement satisfactory to the Organization, the County shall notify the Baltimore County Police Department that the employee has breached the terms of continued employment, and the Department shall then begin proceedings subjecting the employee to appropriate disciplinary action, including termination.

Section 3.4: Dues Checkoff - Upon receipt of a written authorization from an employee 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, or its equivalent service fee. Said fees shall be remitted to the Fraternal Order of Police within ten (10) working days of deduction.

Section 3.5: 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 equivalent service fees, 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 3.6: 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 or equivalent service fees 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 - The provisions of this Memorandum of Understanding shall be applied equally to all employees in this bargaining unit without discrimination as to age (40 years and above), sex, mental or physical handicap, marital status, race, color, creed, national origin, political affiliation, 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: Bulletin Boards and Use of Mails - The County agrees to furnish and maintain suitable bulletin board space in designated work areas to be used by the FOP for official FOP notices, and the County further agrees to distribute bulletin board material through the County inter-office mail and/or information over the department Teletype, subject to the approval of the Chief of Police.

Section 5.2: Meal Allowance - Employees who are required to work more continuous hours beyond their regular schedule shall be entitled to receive payment of seven dollars (\$7.00) 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: Promotional Examinations –(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. In no event shall a period of ninety (90) days transpire without a list being prepared. 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, three times per calendar year.
Promotions will occur during the months of March, September and December.

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 an eighty-two dollar (\$82.00) shoe allowance per 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 dollars (\$200) 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 of 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 one thousand six hundred dollars (\$1600) in fiscal year 1999 and thereafter, subject to the existing requirements of the program.

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 \$10,000 for actual funeral expenses incurred in the event an employee is killed on the job, subject to the requirements of the County policy adopted and administered by the County Administrative Officer.

ARTICLE 6: WAGES AND OVERTIME

Section 6.1: Wages - Effective July 1, 2005, employees shall receive the regular rate of pay set forth in Appendix B. Effective January 1, 2006, employees shall receive the regular rate of pay set forth in Appendix B-1

Section 6.2: Overtime - 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 straight time hourly rate of pay, or shall be given compensatory time at the same rate.

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 - 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)*

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) An employee required to report to the Employees' Health Service on their own time in order to obtain a release-for-duty slip from the County physician.

Section 6.8: Shift Differential - All employees who are scheduled to work Shifts 1, 3, 4 shall receive a shift differential of one dollar (\$1.00) per hour for those hours actually worked during said shift. Overtime shall be based on the rate for the shift worked previous to the overtime.

Section 6.9: Substitution Pay (Corporal Through Lieutenant) - Effective July 1, 1996 when any employee in the rank of Corporal 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 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 his representative. Said designation shall be made immediately upon the absence set forth in a) above.
- c) The employee shall have previously accumulated 120 hours experience in the higher classification.

Section 6.10: Substitution Pay (Police Officer) - In the event a Police Officer substitutes for an employee in a higher classification, the Police Officer shall receive substitution pay equal to a two (2) 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 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 Police Officer shall be designated by the commanding officer or shift commander. 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 6.11: 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 will be allocated or paid one hour per day for such care: (a) On workdays, each K-9 officer's work shift will be shortened by one hour; (b) 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. 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 Adolphi v. Baltimore County will receive wages in a manner that complies with the Fair Labor Standards Act.

Section 6.12: Holiday Pay - Employees working on the following holidays shall receive one and one-half times their regular rate: New Years, Christmas, Thanksgiving, Labor Day and Memorial Day. Payment shall be on the basis of the majority of the shift hours falling within the holiday hours.

Section 6.13: 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.

Section 6.14: Field Training Officers - Effective July 1, 2001, the differential shall be one dollar and fifty cents (\$1.50) per hour.

Section 6.15: Direct Deposit - Direct deposit of regular payroll checks shall be available to all employees. Employees hired on or after July 1, 1997 will be required to receive their regular payroll checks through direct deposit at a bank or other banking facility.

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) times the employee's annual salary, adjusted up to the nearest \$1,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. This benefit shall be in effect only during the employee's active service as a Baltimore County employee.

Section 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 Labor Commissioner.
- 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 labor Commissioner 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 Triple Option Medical Plan. Effective September 1, 2003, Baltimore County will convert prior HCP and POS plans into the said Triple Option plan. The plan design shall be as follows:

	Level I	Level II	Level III
Coinsurance	95%	85%	75%
Annual Deductible	\$100/\$200	\$200/\$400	\$300/\$600
Out of Pocket Maximum	\$500/\$1,000	\$1,000/\$2,000	\$1,500/\$3,000
Primary Care Copay	\$10	\$10	75% after deduct
Specialist Copay	\$15	\$20	75% after deduct

The Triple Option 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 at least two (2) Health Maintenance Organization Plans (HMOs). These plans will also be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

Subsidy. The County shall contribute 85% of the premium cost for the Triple Option Plan. Active Employees will pay 15% of the premium cost. Retirees not eligible for Medicare will receive a subsidy based on the amount of creditable service and consistent with County policy in force at the time of retirement.

Section 7.3(b) - Contracts with Health Care Plans.

Health Care Plan Administrators 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 Insurance.

The County shall provide the same health insurance benefit plans offered to active employees for retirees not eligible for Medicare who attain sufficient creditable service for a full retirement within their bargaining unit, or retirees who qualify for disability retirement. The County will contribute toward the premiums for available benefit plans consistent with County policy in force at the time of retirement. The health insurance subsidy in place at the time of retirement shall remain in effect until the retiree becomes eligible for Medicare. Upon reaching eligibility for Medicare, County retirees are required to enroll in both part A and part B of Medicare in order to enroll in the County's Medicare Supplemental Plan. The County subsidy for the Medicare Supplemental Plan is 75% of the plan premium.

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 75% of the premium cost for the medical plan. Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available only under the terms and conditions of Federal COBRA laws.

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	\$25 Individual, \$50 Family
Annual Maximum	\$1,500 per Individual
Coinsurance Amounts:	
Preventive Services	100% - no deductible applies
Basic Services	80% after deductible
Major Services (including periodontics)	50% after deductible
Orthodontia (to age 19)	50% after deductible to \$2,000 lifetime maximum per individual

The County contribution for this plan through August, 2006 will be :

	Monthly	Annual
IND	\$13.53	\$162.36
P/C	\$20.03	\$240.36
H/W	\$27.06	\$324.72
FAM	\$40.59	\$487.08

Thereafter, the plan, benefit, and County/Employee premium contributions shall be subject to negotiations through the Health Care Review Committee.

Managed Dental Plans. The County will offer two managed care closed-panel dental. 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% of the lowest cost plan. These dental plan contribution rates will not change through August 31, 2006.

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 Triple Option medical plan:

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 100 day supply
\$5 copay for Generic Drug	\$10 copay for Generic Drug
\$15 copay for Brand Formulary Drug	\$30 copay for Brand Formulary Drug
\$25 copay for Brand non-Formulary Drug	\$50 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 utilized by the prescription plan administrator and periodic review of the formulary.

Prescription plans shall be included with the HMO medical plans. Plan administration is determined by the respective HMO plan administrators.

Section 7.6 – Optical Plan.

- A. The County shall provide an Optical 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.

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

Vision Exam	One exam every 12 months
Lenses	Scheduled Allowance once every 24 months
Frames	Scheduled Allowance once every 24 months
Providers	Any Vision Providers must accept exam allowance as payment in full.

Schedule of Maximum in Network Vision Benefits:

Exams	No copayment
Frames	
“Fashion Tower Collection”	\$10.00 copayment
Upgrade to “Exclusive Tower Collection”	\$30 copayment(\$10 material/\$20 upgrade)
Non-Tower Frame	Plan pays \$10 wholesale (or an equivalent allowance at a retailer). Actual cost calculated as 2X (difference between wholesale cost and \$10 allowance) + \$10 material co pay.
Single Lenses	\$0 copayment
Bifocal Lenses	\$0 copayment
Trifocal Lenses	\$0 copayment
Cataract (Aphakic) Lenses	\$156.50
Contact Lenses (in lieu of frames & lenses)	
Formulary Lenses	\$10.00 copayment with evaluation
Non-Formulary Single Vision Contact Lenses	Plan pays \$20 allowed benefit
Non-Formulary Bifocal	Plan pays \$20 allowed benefit

Schedule of Maximum Out of Network Vision Benefits:

Exams	\$45
Frames	\$35
Single Lenses	\$40
Bifocal Lenses	\$60
Trifocal Lenses	\$90
Cataract (Aphakic) Lenses	\$156.50
Contact Lenses (in lieu of frames & lenses)	
Single Vision Lenses	\$75
Bifocal Lenses	\$95

Section 7.7 – Hearing Aid Benefit

Effective September 1, 2003 the County shall provide a hearing aid benefit to employees and non-Medicare eligible retirees enrolled in the Triple Option plan. The benefit shall entitle each Triple Option enrollee to receive coverage up to the amount of \$1,400 per hearing aid per impaired ear per 36 month period.

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 seventy-five percent (75%) of the cost of the Medicare Supplemental plan for Medicare eligible retirees.

Section 7.11 – Disease Management.

The County shall utilize a benefits consultant in FY2004 to evaluate the implementation of a Disease Management Plan in FY2005.

Section 7.12 - Information Access.

The HCRC shall receive the monthly paid medical claims settlement for the self-insured Triple Option plan and CFBCBS Dental and Vision plans - that settlement outlines paid claims by line of coverage, administrative fees and enrollment in the plans operated by CFBCBS for the County, Library and Revenue Authority groups. In addition, the HCRC will receive quarterly and annual reports for those plans upon receipt of those reports from the carrier.

The County will further supply reports made available to it by the Prescription plan vendor, Managed mental health 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 budget variance report that compares the rates multiplied by lives multiplied by monthly premium to the actual paid claims experience for the self insured plans.

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

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 Section 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) 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.
- 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.

Section 9.2: Annual Leave - The annual leave period for all employees shall begin on the first day of January and end on the last day of December, as follows:

- a) Police personnel having completed from date of employment up to three (3) years of service shall receive 130 leave days per year.
- b) Police personnel having completed from three (3) to nine (9) years of service shall receive 135 leave days per year.
- c) Police personnel having completed from ten (10) to fourteen (14) years of service shall receive 140 leave days per year.
- d) Police personnel having completed fifteen (15) and more years of service shall receive 145 leave days per year.

Section 9.3: Leave Accrual - Annual leave may be accrued in accordance with the following schedule:

1 - 5 Years	29 Days
6 - 9 Years	35 Days
10-15 Years	45 Days
16 + Years	55 Days

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 or 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.

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. All department employees shall earn sick leave at the rate of fifteen (15) days per year, with unlimited accrual, as of January 1 of each year. 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.

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, stepparent or stepchild.
- b. Three (3) days' absence without loss of pay or leave days shall be permitted for the death of a grandparent, grandchild, mother- or father-in-law, or spouse's grandparent.
- c. One (1) day's absence without loss of pay or leave day shall be permitted for the death of an aunt, uncle, stepbrother or stepsister, brother-in-law or sister-in-law, 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 - An employee may use up to forty (40) hours of sick leave each calendar year for illness in the immediate family. With the approval of the Director of Human Resources, additional sick leave may be used for illness in the immediate family. Immediate family is defined for the purpose of this sub-section as the spouse, child, legal dependent, or parent of the employee. The employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness, and the necessity for assisting the ill member of the immediate family.

Section 9.11 Leave Donation-The Fraternal Order of Police Lodge 4 may donate annual leave for an employee(as defined in section 1.2 of this Memorandum of Understanding) who previously was granted unearned sick leave in excess of fifteen (15) 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 leave from employees. All employees donating leave shall be required to provide authorization in writing on Appendix H.

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.

Section 10.2: 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 10.3: 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").

Section 10.4: Optional Retirement Allowance. Effective December 31, 2001, an employee who has completed at least twenty-five (25) years of actual service as a sworn Baltimore County police officer 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 redesignation 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.

ARTICLE 11: TRAVEL MILEAGE ALLOWANCE

Section 11.1: Travel Mileage - A mileage allowance at the rate set by the Internal Revenue Service, plus tolls and parking, shall be paid to County employees who use their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their positions, without regard to the number of passengers they may have. Any adjustment in the mileage allowance rate shall be effective on the first of July following any adjustment by the Internal Revenue Service. In the application of 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 pay 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 - Eleven Hundred (1100) 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: Designation 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 - Effective January 1, 2005, the FOP shall be provided one (1) hour to address attendees of Step 1 and Step 2 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 be granted a full-time leave of absence from the President's 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 President 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.

ARTICLE 13: SENIORITY

Section 13.1 Seniority Ranking-Where rank, and time in rank/grade, and departmental tenure are equal, a member's police academy class ranking will be used to determine seniority ranking.

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.

ARTICLE 16: TRIAL BOARDS

Section 16.1: 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.

ARTICLE 17: DURATION AND SCOPE OF MEMORANDUM

Section 17.1: 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 17.2: 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 17.3: Duration - This Memorandum of Understanding shall become effective July 1, 2005 and shall continue in full force and effect until June 30, 2006. This Memorandum of Understanding shall automatically renew from year to year after June 30, 2006 unless

- (a) either party shall notify the other in writing no later than October 15, 2005 or October 15 of any subsequent year thereafter in the 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 M.O.U. for any year covered by the Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 9th day of June, 2005.

BALTIMORE COUNTY
FRATERNAL ORDER OF POLICE
LODGE #4

By: Cole B. Weston
Cole Weston
President
Baltimore County Lodge #4

By: Steve G. Comegna
Steve G. Comegna
First Vice President
Baltimore County Lodge No. 4

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

By: David J. Folderauer
David J. Folderauer
Secretary
Baltimore County Lodge #4

By: James P. Rommel Jr.
James P. Rommel Jr.
Vice-Chair Board of Directors
Baltimore County Lodge #4

By: Warren F. Cooper
Warren F. Cooper
Negotiating Committee Member
Baltimore County Lodge #4

By: Regina A. Ecker
Regina A. Ecker
Negotiating Committee Member
Baltimore County Lodge #4

BALTIMORE COUNTY ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

By: James T. Smith, Jr.
James T. Smith, Jr.
County Executive

By: George E. Gay
George E. Gay
Labor Commissioner

By: Mark Ewing
Mark Ewing
Deputy Director of Human Resources

By: Terrence B. Sheridan
Terrence B. Sheridan, Chief
Baltimore County Police Department

By: James Johnson, Colonel
James Johnson, Colonel
Baltimore County Police Department

By: John Krach, Major
John Krach, Major
Baltimore County Police Department

PAYROLL/PENSION DEDUCTION AUTHORIZATION CARD
Baltimore County Lodge #4
FRATERNAL ORDER OF POLICE

Name _____ Payroll Number _____
Last First Middle Initial S.S. # _____

To: Baltimore County Office of Finance: Active-[] Retired-[]

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 Services	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 _____ Zipcode _____

Home Phone () _____ (Rev. 7/31/01)

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE IV

STANDARD GRADES

Fraternal Order of Police, Lodge #4

Police Department

Effective July 1, 2005

GRADE	BASE ANNUAL RATES							LONGEVITY ANNUAL RATES						
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	19 YEARS	24 YEARS	29 YEARS
PC	21,773	22,451	23,281	24,280	25,341	26,468	N/A							
7P	37,077	38,438	39,861	41,365	43,043	44,722	46,473	48,430	50,394	52,491	54,663	56,968	59,415	61,931
8P	41,365	43,043	44,722	46,473	48,430	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323
9P	43,043	44,722	46,473	48,430	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409
10P	44,722	46,473	48,430	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623
11P	46,473	48,430	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623	80,050
12P	48,430	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623	80,050	83,553
13P	50,394	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623	80,050	83,553	87,281
14P	52,491	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623	80,050	83,553	87,281	91,520
15P	54,663	56,968	59,415	61,931	64,594	67,387	70,323	73,409	76,623	80,050	83,553	87,281	91,520	96,096

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE IV

STANDARD GRADES

Fraternal Order of Police, Lodge #4

Police Department

Effective January 1, 2006

GRADE	BASE ANNUAL RATES							LONGEVITY ANNUAL RATES						
	(In Dollars)							(In Dollars)						
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	19 YEARS	24 YEARS	29 YEARS
PC	21,773	22,451	23,281	24,280	25,341	26,468	N/A							
7P	39,077	40,438	41,861	43,365	45,043	46,722	48,473	50,430	52,394	54,491	56,663	58,968	61,415	63,931
8P	43,365	45,043	46,722	48,473	50,430	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323
9P	45,043	46,722	48,473	50,430	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409
10P	46,722	48,473	50,430	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623
11P	48,473	50,430	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623	82,050
12P	50,430	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623	82,050	85,553
13P	52,394	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623	82,050	85,553	89,281
14P	54,491	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623	82,050	85,553	89,281	93,520
15P	56,663	58,968	61,415	63,931	66,594	69,387	72,323	75,409	78,623	82,050	85,553	89,281	93,520	98,096

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 Section 5-1-201 of the Baltimore County Code. For employees hired after January 1, 2004 only actual time worked, accumulated sick leave, and accredited military time will be applied toward the DROP. The length of the DROP a member may elect will be determined according to the following table.”

<u>Years of Eligible Service</u>	<u>Length of the DROP</u>
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 1/2, or 5 years

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

- a) The length of the DROP period (three to five years) is selected by the employee.
- b) "DROP Service" equals service at retirement (including retirement credit for accumulated unused sick leave and military service) minus the length of the DROP period.
- c) Average Final Compensation is determined as if the *member* had retired at the beginning of the DROP period.
- d) The DROP Retiree Allowance equals 64% 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.

TRAVEL POLICY

I. 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.

II. 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.

III. Mileage Allowance:

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

In the application of this allowance, the employees 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.

IV. 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 (one 2-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 2-week limitation must be specifically approved by the agency head, subject to the review of the Administrative Officer.

V. 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 IV above).

VI. 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.

VII. 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.

APPENDIX F

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 compensation.

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.

VOLUNTARY DONATION OF ANNUAL 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 to the sick leave account of _____ . **(Please note that donations may only be made in 8 hour increments)** In that regard, I authorize and request Baltimore County to deduct said hours from my annual leave account and to credit such hours to the sick leave account of the aforementioned employee of the Department. I understand that my rights to the above referenced donated annual leave are relinquished and recognize that I cannot recover these annual leave hours at a future date.

It is my understanding that FOP, Lodge #4 is coordinating the voluntary annual 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