

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BALTIMORE COUNTY ADMINISTRATION



AND

THE BALTIMORE COUNTY

**PROFESSIONAL FIRE FIGHTERS ASSOCIATION
I.A.F.F. LOCAL 1311**



JULY 1, 2005 THROUGH JUNE 30, 2006 *

(*Note: Please refer to Section 20.3 regarding Duration)

BALTIMORE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into between the Baltimore County Administration ("Administration") and The Baltimore County Professional Fire Fighters Association ("Association").

ARTICLE 1 - RECOGNITION OF ASSOCIATION

Section 1.1 - Association Recognition. The Administration recognizes the Association 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 uniformed classes of the Fire Department in Pay Schedule V of the County Classification and Compensation Plan, up to and including the rank of Captain.

ARTICLE 2 - NON-DISCRIMINATION

Section 2.1 - Non-Discrimination. The provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to race, color, sex, religion, creed, ancestry or national origin, age, marital status, physical or mental handicap unrelated in nature and extent so as to reasonably preclude the performance of the employment, political opinions, or political affiliations.

Section 2.2 - Employees' Exercise of Rights. The County and the Association agree that they shall not interfere with employees in the exercise of the rights guaranteed under Title 25, Article II of the Baltimore County Code and Article VIII of the Baltimore County Charter.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1 - Management Rights. Except as otherwise expressly provided herein, it is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and departments; set standards of services to be offered to the public; to determine the methods, means, personnel and other resources, including volunteers, by which the County's operations are to be conducted, including the contracting out of work if deemed necessary by the County, and exercise control and discretion over its organization and operations. It is also the right of the County, subject to applicable provisions of this Memorandum of Understanding and in accordance with the 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 4 - ASSOCIATION SECURITY

Section 4.1 - Association Membership

- A. All employees covered by this Memorandum of Understanding (1) who are employed after the effective date of this Memorandum of Understanding and elect not to join or remain members of the Association, or (2) who were employed prior to the effective date of this Memorandum of Understanding and had previously executed membership cards in said Association, but hereafter elect to terminate such membership, shall, as a condition of continued employment, pay a fair share fee to the Association, in an amount not to exceed the then current Association dues in order to defray the lawfully chargeable costs incurred by the said Association in negotiation, administration and implementation of the terms of the Memorandum of Understanding and all modifications and amendments thereto, including related proceedings before a mediator or a fact finder; 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 Association is the employee's exclusive representative as a result of its certification, except in no case may these funds, or any part thereof, be used for political purposes. The above provisions shall be contingent upon the annual Certification by the Association to the County that fifty percent (50%) of the employees covered by this Memorandum of Understanding are dues paying members of the Association.
- B. Notwithstanding the provisions of Section 4.1 A, in the event that the Association certifies to the County that eighty percent (80%) or more of the employees covered by this Memorandum of Understanding are dues paying members of the Association, then, in such event, Association dues or fair share fees, not to exceed the then current Association dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as the monthly dues deduction for the month of January reflects at least eighty percent (80%) membership in the Association.
- C. Any employee who, under the provisions of Section 4.1 A or 4.1 B, is required to make an election between the payment of Association dues or fair share fees, shall be required to do so on a form provided by the County.
- D. An employee required to make an election of membership status must do so within thirty (30) days following the receipt of said form from the Association. Failure to do so shall result in the Association notifying the County of the breach by the employee of the provisions of this Section 4.1. The County will then notify the employee within five (5) working days of receipt of the Association 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 reached a financial arrangement satisfactory to the Association, the County shall notify the Baltimore County Fire 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 4.2 - Dues Checkoff. Upon receipt of a written authorization from an employee or retiree wishing to remain in the Association in the form attached hereto as Exhibit A, the County shall, pursuant to such authorization, remit to the Association the regular monthly dues as fixed by the Association or its equivalent fair share fee. The method of payment shall be by direct deposit to an account specified by the Association in a bank approved by the County. The County shall provide to the Association, by magnetic media, a monthly itemized list of each employee's or retiree's name, social security number, and dues deduction amount, no later than the fifteenth (15th) day of the month.

Section 4.3 - Checkoff Waiver. The County shall be relieved from making "checkoff" deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the department or unit, upon the request of the employee, or (c) layoff from work, or (d) an authorized leave of absence. 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 4.4 - County Indemnification. The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article 4, and the Association shall indemnify and hold the County harmless from any and all claims, grievances, arbitrations, award, 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. If an error has been made in the amount of dues remitted to the Association under Section 4.2 of this Article, upon notification from the Association of such error, the County will expeditiously rectify the error.

Section 4.5 - Association Insignia. Employees shall be allowed to wear an Association pin on their "Class A" uniforms and an Association patch, as approved by the Chief of the Fire Department, on their fatigue jackets.

Section 4.6 - Association Business. No more than five (5) Association representatives shall be granted leave with pay to attend negotiation sessions which are scheduled with the Labor Commissioner. The representatives designated by the association may be employees who were scheduled to work the night shift just prior to the day on which negotiations were held, or employees who were scheduled to work the day shift on the day on which negotiations were held. Employees who attend negotiations and are scheduled to work the night shift succeeding the negotiations session shall be granted leave with pay in accordance with current practice. Such employees who may be eligible for leave with pay for the night shift succeeding the negotiation session will be in addition to the restriction of not more than five (5). Each employee shall be responsible for informing the employee's supervisor, in a timely fashion, of the employee's absence from work.

Section 4.7 - Leave With Pay. Eleven hundred (1,100) hours leave with pay per year shall be granted to representatives of the Association for Association business. The President of the Association will be placed on paid leave from the President's regularly assigned Fire Department duties to conduct the business of the Local during his or her term in office as President of the Association. Three (3) members of the Association, designated by the President, shall be granted administrative leave to attend the biennial conventions of the International Association of Fire Fighters and Professional Fire Fighters of Maryland. Three (3) members of the Association, selected jointly by the Fire Chief and President, shall be granted administrative leave to attend the biennial IAFF Redmond Safety and Health Symposium and the biennial IAFF EMS Conference. In order to be considered for selection, said members must serve on either the Joint Safety Committee or Joint EMS Committee.

Section 4.8 - Services Provided to the Association. The County agrees to furnish and maintain suitable bulletin board space of not less than sixteen (16) square feet in designated work areas to be used by the Association for official Association notices. The County further agrees to distribute bulletin board material through the county mail and/or information over the Department electronic mail system, subject to the approval of the Chief of the Fire Department. The County agrees to furnish and maintain a departmental centrex telephone line, computer and printer with an internet/intranet connection and authorized software.

Section 4.9 - Standby Pay. One member of the Association, either the President or the President's designee, will receive standby pay subject to the following conditions:

- A. The designated employee shall be compensated at one-fourth (1/4) the employee's regular hourly rate for each hour spent on standby.
- B. Standby pay will be afforded the designated employee between the hours of 1630-0800 on weekdays; standby pay will be paid on all Saturdays, Sundays and holidays, and at all other times when the offices of the Fire Department are closed.
- C. In the event that such employee is actually called back to work during the employee's standby duty assignment, the employee will earn callback pay in accordance with Department callback policy. At such a time, the ranking available Association officer will designate another member for standby assignment.
- D. Hours compensated for as standby duty shall not be counted in determining the total hours worked in a given workweek for overtime purposes.
- E. An employee not available for work after being assigned to standby duty will not receive any credit for standby work during such official assignment.
- F. This Section applies to those employees designated by the President of the Association for standby assignments. The individual who is designated as the Association's representative during standby hours will notify Fire Dispatch to log in one hour prior to the start of the individual's standby. The Association's representative's name shall appear on the night shift's list of personnel on duty.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.1 - Definition of Grievance. The term grievance shall mean:

- A. Any dispute concerning the application or interpretation of the terms of this Memorandum of Understanding; or
- B. Any dispute concerning discriminatory application or misapplication of the rules and regulations of any agency of the County; or
- C. Any dispute involving the suspension, dismissal, disciplinary action, promotion or demotion of any employee or complaint about an examination or examination rating.

A grievance may be filed by an individual employee, or by the Association on behalf of the employee (provided the aggrieved employee is named), or if two or more employees desire to file grievances involving the same issue, the Association may file a single grievance on their behalf. If two or more individual employees file separate grievances involving the same issue, the Administration may consolidate said grievances for the purpose of processing them under this Article. With respect to any grievance filed by the Association or any consolidated grievances, a single employee shall be designated by the Association as the employee who will participate in all meetings held pursuant to Section 5.2 of this Article. Neither party may be represented by counsel at any meeting held pursuant to Section 5.2 of this Article except at the meeting held pursuant to Step 5. The Administration shall notify the Association of any meeting required to be held pursuant to Section 5.2 of this Article at least three (3) days prior to such meeting; provided that if such notice is given three (3) days or less prior to the time limit for holding such meeting, such time shall be deemed extended to the date set for the meeting. If a grievance affects all employees within a station, battalion, division or other group of employees similarly situated, the Association may submit said grievance, in writing, directly at Step 2.

Section 5.2 - Procedural Steps. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days following the event giving rise to the grievance or within fourteen (14) calendar days following the time when the employee should reasonably have gained knowledge of its occurrence. The County shall send a copy of all grievances received to the Association. The grievant will be responsible for filing the proper forms within the time limits set forth in this Section, and shall keep the Association informed of same. Grievances shall be processed as follows, except for disciplinary grievances involving a suspension, loss of pay, demotion, or discharge which shall begin at Step 4 by filing a written appeal to the Chief of the Fire Department:

Step 1. The employee shall discuss the grievance with the employee's immediate supervisor (with the rank of Captain or higher). The supervisor shall attempt to adjust the grievance, within the supervisor's scope of authority, and shall respond orally within seven (7) calendar days of the discussion. The employee, at the employee's sole option, may bypass this Step 1 and proceed directly to Step 2.

Step 2. If the grievance is not settled at Step 1, the employee may, within seven (7) calendar days of the Step 1 response, file a written grievance with the employee's Battalion Chief or Division Chief if the employee does not report to a Battalion Chief. A meeting between the Battalion Chief or Division Chief and the employee shall be held within fourteen (14) calendar days after receipt of the written grievance. The Battalion Chief or Division Chief shall submit an answer, in writing, and may accept, reject, increase, or decrease the disciplinary action within fourteen (14) calendar days after the meeting.

Step 3. If the grievance is not settled at Step 2, the employee or the employee's representative may, within fourteen (14) calendar days of receipt of the Step 2 answer, file a written appeal of said answer with the Division Chief. A meeting between the Division Chief or the Chief's designee, the employee and the employee's representative shall be held within fourteen (14) calendar days after receipt of the written appeal. The Division Chief, or the Chief's designee, shall submit an answer, in writing, and may accept, reject, increase, or decrease the disciplinary action within fourteen (14) calendar days after the meeting. The Assistant Chief or his/her designee shall hear the grievance at step 3 if a Division Chief hears Step 2.

In the event that a grievance involves a time sensitive matter, the employee, or the employee's representative, may elect to proceed immediately to this Step 3 in an attempt to resolve the grievance in an expeditious manner. The Division Chief, or the Chief's designee, shall submit an answer, in writing, within five (5) working days after the meeting. The employee may then appeal the answer to the Chief of the Department within five (5) working days, and in writing. The Chief of the Department, or the Chief's designee, has five (5) working days in which to give an answer.

Step 4. If the grievance is not settled at Step 3, the employee or the employee's representative may, within fourteen (14) calendar days of receipt of the step 3 answer, file a written appeal of said answer with the Chief. A meeting between the Chief or the Chief's designee, the employee, and the employee's representative shall be held within fourteen (14) calendar days after receipt of the written appeal. The Chief, or the Chief's designee, shall submit a written answer, and may accept, reject, increase, or decrease the disciplinary action within fourteen (14) calendar days after the meeting.

Step 5. If the grievance is not settled at Step 4, the employee may, within fourteen (14) calendar days after receipt of the Step 4 written answer, file a written appeal of said answer with the Labor Commissioner or their designee. A meeting between the employee, the employee's representative, designated Administration representative, and the Labor Commissioner or the Commissioner's designee shall be held within fourteen (14) calendar days after receipt of the written appeal. The Labor Commissioner or the Commissioner's designee shall submit a written answer, and may accept, reject, increase, or decrease the disciplinary action within fourteen (14) calendar days after the meeting.

Section 5.3 - Appeal to Arbitration. The Association or the Administration may appeal to arbitration any grievance under Section 5.1A or B which has been properly processed through the grievance procedures set forth in Section 5.2 of this Article 5, and has not been settled at the conclusion thereof, by serving the Labor Commissioner or their designee with written notice of intent to appeal within fourteen (14) calendar days after receipt of the Step 5 answer.

Section 5.4 - Selection of Arbitrator. Within fourteen (14) calendar days after receipt of the notice of intent to appeal to arbitration, the Labor Commissioner or their designee and the Association President or their designee shall meet to select an impartial arbitrator. If they are unable to agree on an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than seven (7) qualified and impartial arbitrators, one of whom shall be designated to hear the grievance. Selection shall be made by the Labor Commissioner or their designee and the Association President alternately striking names from the list until only one (1) name remains. The person whose name remains shall be designated arbitrator.

Section 5.5 - Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance, and his opinion and awards, shall be confined exclusively to the interpretation and/or application of provisions of this Memorandum of Understanding and of the express rules and regulations of the department at issue between the Association and the County, as specified in the written grievance filed by the aggrieved employee at Step 4 of the procedure set forth in Article 5 of this Memorandum of Understanding. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding, or any rules and regulations of the Fire Department, or impose on either party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding or the rules and regulations of the Fire Department, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the County and the Association. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within his jurisdiction and authority, shall be served on both the County and the Association. With respect to grievances as defined in Section 5.1 A and B of this Article 5, the arbitrator's award shall be final and binding on the aggrieved employee, the County and the Association.

Section 5.6 - Fees and Expenses. The cost of arbitration shall be shared equally by both parties, except that costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the party incurring the expense.

Section 5.7 - Review by Personnel and Salary Advisory Board. With respect to grievances as defined in Section 5.1 C of this Article 5, which are not settled at Step 5 of Section 5.2, the grievance shall be presented to the Personnel and Salary Advisory Board within fourteen (14) calendar days of the Step 5 written answer. The Personnel and Salary Advisory Board shall render a final and binding decision on the grievance as soon as possible. It is expressly understood that the designated Administration representative has the same rights of Appeal to the Personnel and Salary Advisory Board from an adverse decision of the Labor Commissioner, subject to the time limits stated above.

Section 5.8 - Time Limitations. The time limits set forth in this Article 5 are of the essence of this Memorandum of Understanding. No grievance shall be entertained or processed unless it is submitted or appealed within the time limits set forth in Article 5; provided that the parties, by mutual written agreement,

may waive the time limits set forth herein; and provided further, that the parties, by mutual written agreement, may waive any step(s) of the grievance procedure and proceed directly to a higher level step. If the aggrieved employee or the Association fails to comply with the time limits set forth in this Article 5, the grievance shall be deemed to have been waived. If the Administration fails to comply with any time limit set forth in this Article, the Association may elect to proceed to the next step.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

Section 6.1 - Prohibition Against Strikes and Lockouts.

- 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.
- C. If an employee organization should violate any of the provisions hereof:
 - 1. Its designation as exclusive representative may be revoked by the County Executive.
 - 2. It may be disqualified by the County Executive from participating in representation elections for a period of up to two (2) years.
 - 3. Payroll deductions for such organization's dues may be terminated immediately by the County Executive.
- D. Any employee engaged in a strike or other prohibited activity as described above is subject to immediately disciplinary action up to, and including, permanent dismissal from the County classified service.
- E. No lockouts shall be directed against County employees by the County Administration or the County Council.

ARTICLE 7 - SENIORITY

Section 7.1 - Definitions.

- A. Seniority shall mean an employee's length of continuous service in the Baltimore County Fire Department, computed from the date of the employee's initial employment or most recent employment in the Baltimore County Fire Department.
 - 1. Promotional Seniority - Seniority for employees promoted at the same time to the same grade shall be determined by their time as a sworn employee of the Fire Department for grades up to and including Fire Lieutenant. Seniority for all positions above Fire Lieutenants shall be determined by the time in grade.
 - 2. Call Back Seniority - Seniority for the purpose of this section will be determined by the employee's date of entry into the fire department. Personnel having the same seniority (hired on the same date) shall be listed according to social security number (lowest to highest).
 - 3. Seniority Ties - Ties in seniority, within the same classification, shall be determined by the employee's final academic standing from recruit training unless otherwise stated in this document.
- B. Time in Grade shall mean an employee's length of continuous service in their current grade.
- C. Time in Station shall mean an employee's length of continuous service at a particular station and shift.

Section 7.2 - Seniority Determination. Seniority for employees hired on the same date shall be determined by their class standings. When new employees are hired on the same date with differing job classifications, the employees with the higher rank shall be senior.

Section 7.3 - Seniority List. A copy of the seniority list shall be furnished to the Association on or about January 1 of each year.

Section 7.4 - Reduction in Force. In the event of a reduction of force, employees with the least departmental seniority shall be laid off first. If such layoffs necessitate demotions of remaining personnel, employees with the least seniority in the classification shall be demoted first. Demoted employees may elect to fill the highest classification for which they meet all qualifications. Under no circumstances shall additional sworn employees be hired until those who are on layoff or have lost their job through no fault of their own, are recalled, provided that they are physically able to return to duty. Prior to any future promotions, those employees who were demoted because of a reduction in a specific classification, shall be reinstated in their previous classification if the employee still meets the minimum qualifications of the classification.

ARTICLE 8 - VACANCIES AND PROMOTIONS

Section 8.1 - Promotional Vacancies. The Chief of the Fire Department shall fill all promotional vacancies (i.e., Fire Apparatus Driver/Operator, Fire Specialist, Fire Lieutenant, Fire Captain, Battalion Fire Chief) as expeditiously as possible. The Department shall immediately notify the Office of Human Resources when such vacancies occur. A certification list will be developed from the eligible list in effect on the day the vacancy occurs, and arrangements for interviews made within ten (10) working days of receipt of the certification. The Fire Department will make every effort to fill the vacancy within fifteen (15) working days of the last interview. If the vacancies are not filled within thirty (30) calendar days of the last interview, when the vacancy(ies) is filled, the promoted employee(s) shall be entitled to back pay and seniority credit from the thirty-first (31st) day forward.

Section 8.2 - Merit Employee Priority at Entrance Level Positions. Dual-entry and entrance-level examinations will be pass/fail. For those sworn employees who meet Departmental criteria for the classification in question, the Fire Department will comply with Regulation 10.02 which states:

"Employees of the County government will take precedence for promotion over outside applicants for any vacancy or new position in the County government, provided that they are qualified and that the qualifications of the County employee are equal to the qualifications of an outside applicant."

When the Department is confident that its needs can be met by current sworn employees, it has the option to request a closed promotional examination for dual-entry positions, subject to the approval of the Director of Human Resources.

Section 8.3 - Promotional Lists. Promotional lists remain in effect until exhausted, but not for a period of more than two (2) years. Thereafter, a new list shall be prepared by those procedures in effect as prescribed by the Office of Human Resources; such list to be ready on the day after the previous list expires.

Section 8.4 - Promotional Eligible List. The Office of Human Resources will not round off composite scores to the nearest whole number but will, instead, compute final composite scores to as many decimal places as necessary to break ties. Names and scores will be submitted to the Fire Chief for promotional purposes in the order that they appear on the eligible list. The Office of Human Resources will comply with County Code Title 8, The Personnel Rules, Article 4-8-102, Special Personnel Rules for Fire and Police Departments, Special Rule No. 7 Promotions, Special Rule 7.06 of the Personnel Rules and Regulations which states:

"When a vacancy is to be filled in the Police or Fire Department, the Department Chief shall request the Director of Human Resources to certify the names of the persons eligible for promotion. The Director of Human Resources shall certify the names of the three (3) numerically highest employees on the promotional

eligibility list for the rank in which the vacancy exists; provided that in case more than one (1) vacancy is to be filled, the number of names certified shall be two (2) greater than the number of vacancies. The Department Chief, in his written request for certification, may specify qualifications of a special nature of candidates for appointment to the position; that is to say, qualifications relating to specialized training, experience, or knowledge involving factors of a special nature required in the position and not required of all positions in the class. Upon any such request for selective certification as outlined above, the Director of Human Resources shall certify the names of the three (3) numerically highest employees on the promotional list possessing such qualifications of a special nature as are required for the rank in which the vacancy exists; provided that in case more than one (1) such vacancy is to be filled, the number of names certified shall be two (2) greater than the number of vacancies.”

Section 8.5 - Test Scheduling. Promotional examinations for sworn employees will be given on the following schedule:

- Fire Captain, February
- Fire Specialist, April
- Fire Apparatus Driver/Operation, July
- Battalion Fire Chief, September
- Fire Lieutenant, first two weeks of December.

When it becomes necessary to hold an examination for entry-level and dual-entry classifications, the Office of Human Resources will inform the Department and the Association of projected dates, when known.

Section 8.6 - Test Source Material. Source material will continue to be published by March 1 of each year. The Association may provide suggestions regarding source material to the Department by each December 1.

Section 8.7 - Job Analyses. The Office of Human Resources will update job analyses and, where Personnel deems it necessary, will conduct new job analyses according to current state-of-the-art methodology. Job analyses are long-term projects, and the number that can be performed is limited by staff availability. Parts and Weights will be based on job analyses data, when available, although seniority will be a component for classes of Fire Apparatus Driver/Operator to Battalion Fire Chief, inclusive. New Parts and Weights will be shared with the Department and Association prior to publishing.

Section 8.8 - Oral Examination. Oral examination, when a component of a promotional examination, will be closely monitored by the analyst. When differences of more than one level in rating occur, the analyst will ask the examiners to immediately resolve the discrepancy. Alternatives to oral examinations as a way of testing for certain knowledge, skills and abilities will be explored.

Section 8.9 - Seniority Points. Seniority points for promotional examination will continue to be computed according to the 75% credit for the first ten (10) years and 25% credit for the second ten (10) years' formula.

The formula for the calculation is illustrated below:

With ten (10) years or less seniority: $\text{Points} = (\text{First ten year multiplier})(\text{Days})$ 365
With greater than ten (10) years and less than twenty (20) years seniority: $\text{Points} = (\text{First ten year multiplier})(3650) + (\text{Second ten year Multiplier})(\text{Days}-3650)$ 365
With twenty or more years seniority: Points = Maximum

Definitions:

- Days = The number of continuous days of service from the last appointment date or last promotion date (inclusive) whichever is applicable to the cutoff date (exclusive).
- Maximum = The maximum number of points as determined in the promotional announcement.
- First ten year Multiplier = The first point credit multiplier as determined in the promotional announcement.
- Second ten year Multiplier = the second point credit multiplier as determined in the promotional announcement.

Notes: Start date 05/12/95, cut off date 05/13/95 results in one (1) day.

Start date 12/13/90, cut off date 06/29/95 results in 1,659 days.

Include extra days for leap years where applicable.

All components of the promotional scores are rounded to the fifth decimal place.

Section 8.10 - Performance Evaluation. Recognizing the importance of immediate supervisors input and observations, the Department shall continue to analyze performance records of candidates certified for promotion to ascertain whether past performance is indicative of leadership ability and, when appropriate, use past performance as a reason for not promoting a candidate.

Section 8.11 - Item Analysis. Since item analysis is the most objective method of identifying questionable items on promotional examinations, the Office of Human Resources will continue the process of bringing items so identified to the attention of the Item Review Board, which consists of departmental representatives as determined by the Fire Chief. The Association 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.

Section 8.12 - Examination Review. Once an eligible list is established, candidates may review the examination in the presence of an analyst for the purpose of improving their future performance.

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 each from the Association, 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 Association 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 contract, the Association shall join with the Director of Human Resources and the Fire Department in making proper modifications.

Section 8.13 - Licenses and Certificates. All applicants for promotion must possess any licenses or certifications required of the position they are applying for prior to the end of the application period.

ARTICLE 9 - HOURS OF WORK

Section 9.1 - Average Workweek.

The average work week:

- A. For employees assigned to "A", "B", "C", and "D" shifts shall be 42 hours per week, and such employees shall work a 10-hour day, 14-hour night shift on 2-days/2-nights and 4-days off schedule; reporting time for day shift shall be 0700 hours and reporting time for night shift shall be 1700 hours.
- B. For employees assigned to "E" shift shall be 40 hours per week, and such employees shall work four (4) 10-hour days, Monday through Friday, with one (1) Rotating Day Off (RDO) on a rotating basis.
- C. For the Fire Inspection Division personnel shall be a 4-day, 10-hour workday, 40-hour workweek. Employees shall be assigned to two (2) shifts working Monday through Friday from 0700 hours to 1700 hours, with each shift being assigned off-duty on alternating and consecutive Fridays and Mondays.
- D. For employees assigned to the Fire Academy shall be determined by the Division Chief of the Fire Academy but limited to the following options or a schedule mutually agreed between the affected employee and the Department.
- Option 1.
Employees will work a 40 hour work week consisting of five - eight hour days, Monday through Friday. The work hours will be from 0800 to 1600 hours.
 - Option 2.
Employees will work a 40 hour work week consisting of four (4) ten hour days, Monday through Friday. The work hours will be from 0700 to 1700 hours. The employee will take one (1) regular day off (RDO) per week according to the complement.
 - Option 3.
Employees will work a 40 hour work week consisting of a 4 day or night shift configuration. Each shift will work from 0700 to 1700 while on day shift, and 1300 to 2300 while on night shift. Employees will rotate from day to night shift every other week.
- E. For Communications personnel shall be 42 hours per week, and such employees shall work a 12-hour day, 12-hour night shift on a 2-days/2-nights and 4-days off schedule.
- F. For employees assigned to the Fire Investigation Division shall be a five (5) week cycle of four (4) weeks on day shift followed by one (1) week on night shift. The four (4) weeks shall consist of four (4) days, ten (10) hours per day, forty (40) hour workweeks. The employees shall work Monday through Friday from 0700 to 1700 hours with one (1) day off each week on a rotating basis. The fifth (5th) consecutive week will consist of a five (5) day, eight (8) hour shift from 1600 to 2400 hours, Monday through Friday. Employees on this night shift shall be available from 0001 to 0700 Tuesday, Wednesday and Thursday, and from 0001 Friday until 0700 hours the following Monday.
- G. For all other employees shall be 40 hours per 5-day workweek, with Saturday and/or Sunday scheduled only by mutual agreement between the employee and the Department.

Section 9.2 - Overtime When Recalled From Leave or Held Over.

- A. No employee shall be recalled from leave, nor shall a leave day previously approved be canceled, except in case of emergency. In the event an employee is required to work on a previously approved leave day, said time shall be paid at one and one-half (1-1/2) times the employee's regular rate.
- B. All employees held over beyond their regularly assigned shift shall be paid at one and one half (1-1/2) times the employee's regular rate of pay for all hours actually worked.

Section 9.3 - Regular Overtime Rates. Effective January 1, 2004, employees called back to work shall be paid at one-and-one-half (1-1/2) their regular rate of pay. An officer will only be called back to fill an officer position, unless the Fire Chief determines an emergency situation requires additional officer callbacks. The County shall maintain the current system for callback distribution.

Section 9.4 - Exchange Time. Unlimited exchange time shall be permitted between members provided that the member working exchange time meets all the minimum specification requirements for the classification in which he/she is working. No financial remuneration shall be permitted.

ARTICLE 10 - COMPENSATION

Section 10.1 - Annual Salary.

- A. Effective July 1, 2005, the Pay Schedule V Salary Scale shall be increased by Nineteen Hundred Dollars (\$1,900) (Exhibit B).
- B. Effective July 1, 2004, the following separation of pay grades between Fire Department classifications shall be maintained:
 - 1. Emergency Medical Technician (EMT) shall be paid at least one (1) grade higher than Fire Fighter (FF).
 - 2. Emergency Medical Technician/Fire Fighter (EMT/FF) and Fire Fighter/EMT (FF/EMT) shall be paid at least (2) grades higher than FF, which begins at 7-F on the pay schedule.
 - 3. Fire Apparatus Driver/Operator (FADO) and Fire Specialist (FS) shall be paid at least (3) grades higher than FF.
 - 4. Paramedic (PM) shall be paid at least two (2) grades higher than EMT/FF, and FF/EMT.
 - 5. Paramedic/Firefighter (PM/FF) shall be paid at least three (3) grades higher than EMT/FF, and FF/EMT.
 - 6. Fire Lieutenant (LT) shall be paid at least four (4) grades higher than EMT/FF, and FF/EMT
 - 7. Fire Captain (CPT) shall be paid at least three (3) grades higher than LT.

Section 10.2 - Call-Back Pay and Premium Scale.

- A. Any employee on "A", "B", "C", "D" and "E" shift called back to work on any shift on which they were not normally scheduled to work shall be paid for all hours worked but not less than four (4) hours. Subsequent call backs within a twenty-four (24) hour period shall be paid at the overtime rate for time actually worked.
- B. Effective January 1, 2004, if an officer shortage occurs in the preceding 12 hours prior to the starting time of the scheduled tour of duty, an unscheduled call back will be made to fill the vacancy. Officers will not be detailed during this time period. If the vacancy is for a Lieutenant, and a Captain is currently working at that station, only a Lieutenant will be eligible to be called back.
- C. If an employee that is called back to work and reports for duty is not needed, the employee shall be entitled to work and receive four (4) hours pay at the regular/call back rate and not be credited with a callback. If an employee is contacted to work a callback and is re-contacted before reporting to duty to cancel the callback, they will maintain their position on the callback list and receive no compensation.

Section 10.3 - Meal Allowance. Employees who are held over and required to work more than two (2) hours beyond their regular schedule shall be entitled to receive a meal allowance of seven dollars (\$7.00).

NUMBER OF HOURS HELD OVER	NUMBER OF MEALS
2 hours but less than 4 hours	1
4 hours but less than 8 hours	2
8 hours but less than 14 hours	3

For each additional four (4) hour increment another meal allowance shall be provided.

Section 10.4 - Substitution Pay.

- A. When authorized and approved by the Department Chief or the Chief's designee, employees who have accumulated more than sixty (60) hours in a higher classification shall receive payment for substituting in a position allocated to a higher class for actual hours worked when the position is vacant or a newly authorized funded position exists. Such payment shall be in accordance with Baltimore County law.
- B. Substitution shall be in accordance with the following, in addition to the current policy:
 - 1. The Fire Fighters assigned to the Communications Center for the shift Lieutenants;
 - 2. The Fire Specialists or FADOs assigned to the Fire Academy for one of the budgeted Officer positions; and
 - 3. The Fire Specialists assigned to Fire Prevention, Fire Investigation or other support service areas for one of the budgeted Officer positions.
 - 4. Substitution pay shall not be paid to a Fire Fighter acting as a Fire Specialist, whether on duty or called back.

Section 10.5 - Funeral Expense. In the event an employee is killed in the line of duty, the Department will pay all bills duly presented in connection with funeral expenses up to a maximum of ten thousand dollars (\$10,000) towards the total expense.

Section 10.6 - Travel Mileage Allowance. A mileage allowance at the rate set by the Internal Revenue Service shall be paid to employees who use privately owned vehicles for official county travel necessary to carry out the required or authorized duties of their positions, including mileage for travel to and from required training classes, without regard for the number of passengers they may have. Any adjustment in the rate shall take place on the first of July following any adjustment by the Internal Revenue Service. The mileage chart on each station bulletin board shall be updated regularly. Travel payment shall be in accordance with the Uniform Travel Policy attached hereto as Exhibit C, provided that employees shall be paid mileage allowance for a full round trip from home to the Health Clinic when made at the request of the Fire Department, clinic or when required by policy. Such round-trip mileage to be paid for shall not exceed one hundred (100) miles.

Section 10.7 - Achievement Award. Pay Schedule V employees shall be included in the County's bonus award program, as provided in Regulation 14.01 of the Baltimore County Compensation Plan.

Section 10.8 - Shift Differential and Workload Incentive/Differential Pay. Shift Differential and Workload Incentive/Differential shall be seventy-five cents (\$0.75) per hour for all employees on a 40-hour per week work schedule assigned to Support Services or E-Shift except employees on light duty and probationary employees in training.

Section 10.9 - 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 10.10 - Standby Pay. Employees assigned to Fire Investigation and Fire Prevention will be paid standby pay in accord with Rule 10.01 of the Rules and Regulations of the Baltimore County Compensation Plan.

Section 10.11 - Fringe Changes. If at any time during the term of this Memorandum of Understanding, the County extends to any other unit of Baltimore County employees represented by an employee organization for purposes of collective bargaining, improvements in the benefits set forth in Article 19 of this Memorandum of Understanding, such benefits shall be provided under this Memorandum of Understanding as well. If at any time during this Memorandum of Understanding, improvements uniformly applicable to all units of Baltimore County employees represented by employee organizations for purposes of collective bargaining are made to the County's pension plan, such changes shall be provided under this Memorandum of Understanding as well.

Section 10.12 - Restrictions on Substitution. In no case will there be an acting lieutenant in suppression field operations except in cases of extreme emergency.

Section 10.13 - 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 two thousand dollars (\$2,000) in fiscal year 2006 and thereafter subject to the existing requirements of the program.

Section 10.14 - Holiday Pay. Employees working on the following holidays shall receive one and one-half times their regular rate for their entire shift: Christmas, Thanksgiving, Memorial Day, and Labor Day. Effective January 1, 2006, Employees will also receive one and one-half times their regular rate for their entire shift for the following Holidays: Martin Luther King, Jr. Day (observed 3rd Monday of January) and Veterans' Day. Payment shall be on the basis of the shift that reports for work within the holiday hours.

Section 10.15 - Tax Status of Employee Contributions. Employee contributions for all health premiums shall be in terms of pre-tax dollars.

Section 10.16 - Selection of Compensation. Employees who work more than their regularly scheduled hours shall have the option of selecting compensatory time in lieu of monetary remuneration.

Section 10.17 - FLSA Resolution.

- A. It is acknowledged that members of the bargaining unit receive no less than their regular rate of pay for regularly scheduled hours of work.
- B. It is acknowledged that, for accounting purposes, the County's workweek begins as of 12:01am on Saturday and ends as of Midnight Friday.
- C. It is acknowledged that the all non-fire-fighter certified members of the bargaining unit receiving overtime payments pursuant to the agreement settling the case of Quirk v. Baltimore County will, in fact, in accordance with said agreement, receive wages in a manner which complies with the FLSA.
- D. Members of the bargaining unit receiving FLSA overtime wages in accordance with the settlement agreement in Quirk v. Baltimore County shall not be entitled to receive their annual cleaning allowance while receiving FLSA overtime wages as provided in the said agreement. Effective January 1, 2004,

annual cleaning allowance shall be discontinued at the member's first merit increase within calendar year 2004.

Section 10.18 - 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.

Section 10.19 Medic Certification Special Pay.

- A. Effective November 1, 2004, and thereafter, any employee who is certified and functions in Baltimore County as a Cardiac Rescue Technician/Intermediate (CRT-I) or as an Emergency Medical Technician/Intermediate (EMT-I) shall receive a fifteen hundred dollar (\$1,500) Special Pay. Effective November 1, 2004, and thereafter, any employee who is certified and functions in Baltimore County as an Emergency Medical Technician / Paramedic (EMT-P) shall receive a one thousand seven hundred fifty dollars (\$1,750) Special Pay. Employees who lose or relinquish their certification during the fiscal year granted shall reimburse the County on a pro-rata basis. The medic certification supplement shall be paid in the first pay of December.
- B. Bargaining unit members who obtain one of the above certifications and fully functioning in Baltimore County as a Cardiac Rescue Technician, EMT-I, or EMT-P after November 1 of the fiscal year shall receive the Special Pay, prorated by 1/12 per month for the full months ending June of that fiscal year.

Section 10.20 - Hazardous Materials Specialty Certification and Assignment Pay. Any employee assigned to the Primary Hazardous Materials Unit who possesses Hazardous Material Technician Certification shall receive a fifty dollar (\$50) supplement per pay. Any employee assigned to the Satellite Unit who possesses Hazardous Material Technician Certification shall receive a twenty five dollar (\$25) supplement per pay. Employees must possess above-stated certifications prior to July 1 of a given fiscal year for eligibility.

Section 10.21 - Battalion Training Facilitator. Any employee designated as a Battalion Training Facilitator shall receive a fifty dollar (\$50) supplement per pay.

Section 10.22 - Advanced Tactical Rescue Team. Any employee assigned to the Advanced Tactical Rescue Team and are NFPA 1006 certified in a minimum of three (3) modules / disciplines at the Technician Level of Technical Rescue shall receive a fifty dollar (\$50) supplement per pay. For FY 2005, employees must possess above-stated certification prior to July 1, 2004. For subsequent years, employees must possess above-stated certification by January 1 in order to be eligible for the supplement that upcoming fiscal year.

Section 10.23 - Fire-Rescue Academy Assignment Pay. Any employee assigned to the Fire-Rescue Academy shall receive a twenty-five dollar (\$25) supplement per pay.

Section 10.24 - Fire Marshall's Office Assignment Pay. Any employee assigned to the Fire Marshall's Office shall receive a twenty-five dollar (\$25) supplement per pay.

Section 10.25 - Fire Investigation Division Assignment Pay. Any employee assigned to the Fire Investigation Division shall receive a twenty-five dollar (\$25) supplement per pay.

ARTICLE 11 - LEAVES AND VACATIONS

Section 11.1 - Annual Leave.

A. Schedule of Annual Leave. All annual leave shall be taken and/or scheduled in accordance with the current Fire Department Policy and this Memorandum of Understanding.

B. Annual Leave Earning Rate and Accrual Rate.

1. Employees assigned to "A", "B", "C," or "D" shifts and personnel assigned to the Fire Investigation Division, shall earn and accrue leave in accordance with the following schedule:

Service Time	Earning Rate	Maximum Accrual
0 - 3 Years	11 Hours Per Month	312 Hours
4 - 9 Years	16 Hours Per Month	384 Hours
10 - 19 Years	21 Hours Per Month	480 Hours
20 Years & Over	26 Hours Per Month	480 Hours

2. Employees assigned to the Communications Division working shift work shall earn and accrue annual leave in accordance with the following schedule:

Service Time	Earning Rate	Maximum Accrual
0 - 2 Years	20 Hours Per Month	180 Hours
3- 4 Years	24 Hours Per Month	240 Hours
5 - 9 Years	27 Hours Per Month	312 Hours
10 - 14 Years	30 Hours Per Month	384 Hours
15 - 19 Years	33 Hours Per Month	480 Hours
20 Years & Over	36 Hours Per Month	480 Hours

3. All other employees, including those personnel assigned to E shift, shall earn and accrue annual leave in accordance with the following schedule:

Service Time	Earning Rate	Maximum Accrual
0 - 3 Years	16-2/3 Hours Per Month	312 Hours
4 - 9 Years	20 Hours Per Month	384 Hours
10 - 19 Years	23-1/3 Hours Per Month	480 Hours
20 Years & Over	26-2/3 Hours Per Month	480 Hours

C. Credit for Accrued Time. All time accrued shall be accrued in hours.

Section 11.2 - Vacation and Leave Selection.

A. Vacation Schedule - Shift Personnel

1. On January 1st of each year, all employees shall be granted anticipated vacation leave, based on the years of service that will be completed that calendar year.
2. Vacation leave listed in the schedule is granted in anticipation of the employee working the full calendar year.
3. Employees, while in recruit training, may be given leave at the discretion of the Chief of the Department.

B. Vacation Selection - Shift Personnel. Vacation selection must be made in two (2) full day and/or two (2) full night increments. Employees taking off day shifts will be charged ten (10) hours leave; employees taking off night shifts will be charged fourteen (14) hours leave.

C. Vacation Selection Process.

1. The selection of vacation is optional. Once an employee declines to select vacation, no additional vacation may be selected by that employee during that year.
2. Employees may select as many vacations as desired, provided they have sufficient hours available.
3. Employees may select all four (4) days of a tour (two days and two nights) or they may select just the first two (2) days or the last two (2) nights of a tour. A two (2) day or two (2) night selection counts as one selection.
4. Employees may choose two (2) consecutive tours. Employees selecting two (2) tours on the first round may select their third tour on the second round of selections.
5. The last tour beginning in December, and carrying into the new calendar year, will be considered as the last tour of the current vacation year.
 - a. Any days used in the following year, such as in "5" above, must be charged to the leave time of the year in which it was taken.

D. Vacation Selection Process for Officers.

1. Company officers and EMS field supervisors (Captains or Lieutenants assigned to vehicles) shall make initial vacation selections by rank seniority on a battalion basis.
2. EMS Field Supervisors (Lieutenants and Captains assigned to vehicles) shall pick vacation and leave at the station where their office is located.
3. Four (4) officers per field division shall be allowed off for the first round of selections..
4. Captains shall select their vacations first according to rank seniority within their battalion shift. The senior Captain may select one (1) tour or two (2) consecutive tours with his/her first selection. The remaining captains choose in the same manner according to rank seniority until all captains have had an opportunity to select vacation for the initial round of selections.
5. Lieutenants shall select their vacations by rank seniority within their battalion shifts after the captains in the battalion have completed their initial selections. The senior lieutenant may choose one (1) tour or two (2) consecutive tours with his/her first selection. The remaining lieutenants choose in the same manner according to rank seniority until all lieutenants have had an opportunity to select vacation for the initial round of selections.

E. Vacation Selection Process for Non-Officers. These employees shall select their vacations by Fire Department seniority on a station basis, after all officers on the shift have made their initial vacation selections. The senior member (regardless of rank) may choose one (1) tour or two (2) consecutive tours with his/her selections. The remaining members of the shift choose in the same manner according to Fire Department seniority until all members have had an opportunity to select vacation for the initial round of selections.

F. Additional Vacation Selections. Additional vacation selections will be made at the station level, according to rank and seniority. Captains may select one (1) tour, followed by lieutenants, then the rest of the shift's members by Fire Department seniority. This process will repeat itself until all desired selections are made.

G. Changing Vacation Selections.

1. After a vacation selection has been made, recorded at the station, and forwarded to the Battalion Chief, any change to the vacation selection must be submitted to the Battalion Chief, in writing, for approval.
2. If a member is transferred by the Department, and it is not at the request of the member, it will be the responsibility of the Battalion Chief to insure that the member maintains his/her selection at the new station.

H. Vacation Selection for Fire Prevention.

1. Vacation selection must be made in four (4) full day increments with employees being charged ten (10) hours for each day. This rule also applies to E shift personnel.
2. The vacation selection process shall be by shift starting with the Captain. Once the Captain has selected, the Lieutenants shall select by seniority. Once the Lieutenants have selected, the Fire Specialists shall select by seniority. This process shall repeat itself for a second and third round, until all selections are made.

- I. Leave Usage.
 - 1. Leave, other than vacation selection, may be selected at 0700 hours thirty two (32) days prior to the first day of the tour desired for personnel assigned to A, B, C, and D shifts, and twenty eight (28) days prior to the first day of the tour desired for personnel assigned to E shift. Any day in the tour may be selected. All requests for leave received between 0700 hours and 0900 hours thirty two (32) days prior to the desired day for personnel assigned to A, B, C, and D shifts, and twenty eight (28) days prior to the desired day for personnel assigned to E shift, shall be considered as equal and determination of who is granted leave shall be made in the same selection order as the vacation selection listed in F above.
 - 2. Determination for who is granted leave for all requests made after 0900 hours thirty-two (32) days prior to the desired day, shall be determined by who requested the leave first.
 - 3. Annual leave (other than vacation selections) may be taken in full-shift increments; leave may also be taken in five (5) hour increments, contiguous with the beginning or end of shift.
- J. Battalion Leave List. Unused leave slots left open on the station calendars will be available to other employees within the battalion under the following conditions:
 - 1. Station calendars will be closed at 2200 hours on the first night of night duty for the next tour of duty.
 - 2. Personnel who apply for leave, above the station complement allowed off, will be placed on the "Battalion Leave List."
 - 3. On the last night of night duty, the Battalion Chief will grant leave from the battalion leave calendar, if any leave is available.
 - 4. Determination of who is granted such leave shall be in accordance with Section 11.2 (I) of the Memorandum.
- K. It is agreed that any changes made to this Section 11.2 may be made by mutual agreement between the Department and the Association.
- L. The Department shall establish a policy for employees to use annual leave in emergencies.

Section 11.3 - Bereavement Leave. Four (4) days absence without loss of pay shall be permitted for the death of a parent, child, brother, sister, spouse, stepparent, stepchild. Three (3) days absence without loss of pay shall be permitted for the death of grandparents (including spouse's grandparents), grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law. One (1) day's absence without loss of pay shall be permitted for the death of an aunt or uncle (including spouse's aunt or uncle), provided that one (1) day additional leave with pay may be granted, at the discretion of the Chief of the Fire Department, when extensive travel is involved. Bereavement leave shall be considered as hours worked for the purpose of computing overtime pay, and must be taken during the period commencing the calendar day on which death occurs and ending two (2) calendar days after the funeral. The Chief of the Department has the authority to make exceptions to the above due to the religious preference of the employee.

Section 11.4 - Sick Leave.

- A. Effective January 1, 2002, employees will earn twelve (12) days of sick leave per year. For retirements effective December 31, 2001 and thereafter, employees shall receive retirement system membership service for unused sick leave in accordance with the formula that sixteen (16) 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 eight (8) or more result from the application of this formula.
- B. Conversion. Because of the credit received at retirement (16 days = 1 month service), sick leave conversion to hours shall be calculated dependent upon your assignment.
 - 1. Personnel assigned to shift work in Emergency Operations, including Fire Investigation Division and personnel assigned to the Communications Division, shall earn 12 days x 12 hours = 144 hours per year.
 - 2. Personnel who work ten (10) hour days shall earn 12 days x 10 hours = 120 hours per year.

3. Personnel who work eight (8) hour days shall earn 12 days x 8 hours = 96 hours per year.
4. When personnel are transferred or reassigned to divisions working a different schedule, sick leave accrued shall be adjusted to reflect the same amount of days, but converted to hours.

Examples:

- a. Individual from shift work (10 hour day/14 hour night), or an individual from Communications, now has 125 sick days accrued, or 1,500 hours; (125 days x 12 hours = 1,500 hours). He/she is reassigned to Fire Prevention (10 hour days). He/she is credited with 1,250 hours sick leave: (125 days x 10 hours = 1,250 hours), or if he/she was reassigned to an 8 hour schedule, he/she would be credited with 1,000 hours sick leave: (125 x 8 hours = 1,000 hours).
 - b. Individual from shift work has accrued 1,500 hours sick leave. He/she is transferred to the 8 hour work schedule. His/her new sick leave accrual would be 1,000 hours, computed as follows: (1,500 hours - 12 hours {old work schedule} x 8 hours {new work schedule} = 1,000 hours.
- C. In the future, when all personnel are credited with sick days in hours and a transfer or reassignment takes place, the Department will use the following equation in determining sick leave: total hours accrued at time of transfer divided by hours per day of their old work schedule times the hours per day of their new work schedule.
- D. The Department agrees to continue in effect its current sick leave policy, including SOP – Personnel 2.
- E. It is agreed that any changes made to this Section 11.4 may be made by mutual agreement between the Department and the Association.

Section 11.5 - Use of Accrued Leave and Compensatory Leave. The Department will continue to permit the use of accrued leave, provided the maximum number of personnel allowed off at their work site is not exceeded. To insure all personnel the opportunity to use their earned leave, personnel may not select accrued leave, compensatory leave, or any combination of different types of leave more than twenty-four (24) days in advance. If at any time this provision creates a staffing problem, the Department and Association will reach a mutually agreeable solution.

Section 11.6 - Personnel Guaranteed Leave per Shift.

- A. Effective July 1, 2005, the Administration will guarantee thirty two (32) Bargaining Unit employees leave on each shift.
 - B. One bargaining unit employee per ten employees assigned to “E” shift shall be guaranteed leave in addition to the employees listed in subsection A above. The leave entitlement in this subsection is in addition to the Regularly Scheduled Day Off (RDO) afforded E Shift personnel.
 - C. The standard guaranteed leave ratio at any workplace shall not exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments.
- D. In the event that the total hours of annual leave for all personnel assigned to a station/shift, exclusive of accrued leave, exceeds the amount of leave hours available according to the station calendar for said personnel, the Department agrees to structure a process to insure that all affected personnel may utilize their annual leave entitlement.
- E. It is agreed to that changes may be made to Section 11.6 by mutual agreement between the Department and Association.

Section 11.7 - Additional Leave Provision. In the event the County Executive grants additional leave to non-essential county employees for any reason, those employees required by the Fire Department to perform duties shall be entitled to receive one hour of "non work leave" ("F" Leave) for each hour granted, in addition to any pay which they are entitled to for that period.

Section 11.8 - Work-Related Injury. Unless the employee is physically incapacitated and therefore unable to comply, an employee may receive Accident Leave only if the employee notifies management of the accidental injury within two workdays of the time for which the employee requests such Accident Leave.

ARTICLE 12 - TRANSFERS

Section 12.1 - Station to Station or Shift to Shift Transfers. An employee desiring a transfer from one station and/or shift to another must submit a request specifying the shift and station to which the employee desires transfer; provided that nothing herein shall be construed to limit the number of transfer requests an employee has pending simultaneously. Any transfer request so submitted remains valid until cancelled or a higher priority is honored. If an Emergency Operations employee has more than one transfer request pending simultaneously, the employee must list on each such request its relative priority to other requests. An employee must accept any transfer offered by the Fire Department for which the employee has submitted a request. Transfers will be accepted for only the classification the employee presently holds.

Section 12.2 - Selection for Station to Station and/or Shift to Shift Transfers. When a vacancy becomes available for which two (2) or more Emergency Operations employees have requested a transfer, the employee whose transfer request has the earliest applying date shall receive the transfer; provided that if two (2) or more transfer requests for the same vacancy were received dated for the same date, the senior employee shall be transferred. For the ranks up to and including Lieutenant, seniority is determined by their time as a sworn employee of the Fire Department, with ties being broken by final academic standing from recruit training. Seniority for positions above Lieutenant will be broken by time in grade. The applying date shall be the date submitted at the station or location assigned.

Section 12.3 - Transfers to Support Divisions. When a vacancy occurs in a Support Division, an announcement will be made by the Division Chief responsible for that division. The announcement will specify the minimum requirements and any qualifications of a special nature of candidates for appointment to the position; that is to say, qualifications relating to specialized training, experience or knowledge involving factors of a special nature required in the position and not required of all positions in the class. The Chief of the Department may request the Office of Human Resources to identify persons on an eligibility list consistent with Special Regulation 7.06 who may be considered to fill any vacancy in Support Divisions. There will be at least a two (2) week opportunity for employees to submit transfers through the normal channels. Interviews will be conducted of all interested employees and the most qualified employee will be selected to fill the vacancy. The remaining names will be held for a period of thirty (30) days and be utilized to fill subsequent vacancies.

Section 12.4 - Transfers into Emergency Operations. Only an employee in a Support Division who has reached the employee's present position by a transfer from Emergency Operations, may submit a transfer request in accordance with Section 12.1 which will be deemed valid without any additional qualifiers.

Section 12.5 - Transfer from One Job Classification to Another. Those employees who meet all job specifications of another position in the same pay classification, i.e., FADO or Fire Specialist, may be allowed to transfer laterally into the other job classification, after one (1) year in the job classification to which the employee was promoted. Lateral transfer requests may only be made in the thirty (30) day period preceding the effective date of the classification's promotional list for which the employee wishes to transfer. All lateral transfer requests submitted during this period shall be deemed the same in regard to the date submitted and then be honored by the department seniority. All lateral transfer requests that are not honored during the effective period of the promotional list must resubmit the request for lateral transfer within the next thirty (30) days prior to the effective date of the classifications' next promotional list for which the employee wishes to transfer. Personnel who receive a lateral transfer shall be assigned to stations in the same manner as newly promoted

personnel. Effective for all promotional lists established after June 30, 1998, lateral transfers will be honored only when the promotional list for the desired job classification has been exhausted.

Effective for all promotional lists established after June 30, 2002, those employees who so desire may elect to compete in the promotional process within the same pay grade regardless of the job classification currently held, instead of requesting a lateral transfer. An employee who elects to take the promotional test for the desired job classification is not eligible to be on the lateral transfer list during the period covered by the promotional list generated by that test.

Section 12.6 - Voluntary Demotions. Employees shall be guaranteed the right to demote to another classification when an authorized vacancy exists. With respect to EMS employees demoting to fire suppression positions, the department may postpone demotions until a recruit class is scheduled. Incumbent fire department employees shall be afforded the opportunity to demote prior to hiring outside applicants.

ARTICLE 13 - SAFETY AND HEALTH

Section 13.1 - Safe Working Conditions. The Administration will, to the extent of its authority, provide and maintain safe working conditions for all employees. A Safety representative will be designated by the Chief of the Fire Department for each post of duty of more than ten (10) employees. Safety Representatives will be responsible for reporting any hazardous or unsafe conditions observed by them or reported to them to the Chief through the Safety Officer. The Administration will initiate prompt and appropriate action to correct any unsafe working condition which is reported to or observed by the Chief. There will be annual safety inspections of all areas occupied by the employees. The Association may designate a representative at each post of duty who may participate in such inspections.

Section 13.2 - Safety Equipment. To enable an employee to perform the employee's work in a safe manner, an employee must use all safety equipment furnished, provided said use is customary, reasonable and appropriate under the circumstances then prevailing to enable the employee to perform the work in a safe manner.

- A. The County shall supply to each employee, and replace on an as needed basis:
 - 1. One (1) turnout coat
 - 2. One (1) helmet
 - 3. One (1) adjunct with a check valve
 - 4. One (1) pair of turn-out pants with suspenders
 - 5. One (1) pair of turn-out boots
 - 6. Two (2) pairs of turnout gloves
 - 7. A hood that meets or exceeds NFPA standard 1971
 - 8. One (1) set personal hearing protectors
 - 9. One (1) gear bag to each member assigned to Emergency Operations for the purpose of carrying turn-out gear when members are detailed from one location to another.
- B. The County shall supply, and replace on an as-needed basis:
 - 1. One (1) pair of muff-type hearing protectors for each truck, and two (2) pairs of muff-type hearing protectors for each Medic
 - 2. One (1) NFPA approved P.A.S.S. device for each position
 - 3. One (1) pair of communication headsets for each riding position on all newly purchased apparatus
- C. Full turn-out gear shall be worn on all calls for structure fires, rescue assignments, vehicle fires, Haz Mat incidents and other appropriate calls. Full turn-out gear shall not be required on heart related or medical incidents unless rescue is involved.

- D. The County, Fire Department, and Association shall continue to work in concert and consider all State and Federal Grant Avenues to obtain enhancements for the fire service, including but not limited to, the following:
1. A second turn-out coat, a second pair of turn-out pants and suspenders, and second hood for each member.
 2. A pair of leather structural fire fighting 14" high slip-on boots for each member.

Section 13.3 - Diesel Fume Levels. The County shall install in each work location a source-capture system to eliminate all diesel exhaust from the employees' working environment. Furthermore, the system must capture and eliminate 100% of the diesel exhaust in the work environment. The system must comply with Federal, State and Municipal health and safety standards for controlling diesel emissions.

Section 13.4 - Minimum Staffing.

- A. The County agrees not to utilize volunteer personnel to fill any of the below listed positions, except in cases of extreme emergency. Effective January 1, 2004, a minimum of 187 employees shall be scheduled and working at all times. To ensure safety, engines and trucks shall be staffed with a minimum of four personnel, one of whom must be an officer. Medic units shall be staffed with a minimum of two personnel.
- B. **Minimum Budgeted Positions.** The County shall maintain the following minimum Budgeted positions under normal circumstances.
1. One (1) Captain for each Station on each shift.
 2. A total of one hundred thirty-six (136) lieutenants will be assigned to shift work including "E" shift effective January 1, 2004.
 3. One (1) Fire Specialist for each piece of apparatus on each shift.
 4. One (1) Fire Apparatus Driver/Operator for each piece of apparatus on each shift (two assigned for each Tiller Truck on each shift).
- C. The County agrees not to utilize Fire Apparatus Driver/Operators (FADOs) or Fire Specialists (FSs) on any Medic Unit unless it necessitates a county-wide call back to fill the vacant position on the Medic Unit.

Section 13.5 - Open Jump Seats and Restraining Devices. The Fire Department will continue its present policy of requiring all newly purchased fire apparatus vehicles to include the enclosed cab concept. Each piece of apparatus with open jump seat areas will be equipped with an additional seat on the rear wall of each area. Restraining devices shall be in compliance with NFPA Standard 1901, Section 12-1.1. All rear facing seats on all apparatus shall have a Type I seat belt assembly.

Section 13.6 - Hearing Testing. The Department will continue its current practice of conducting an annual hearing test for each employee.

Section 13.7 -Fatigue Uniform.

- A. The County shall supply each employee with a fatigue uniform which shall consist of the following:
1. Wash and wear pants
 2. Wash and wear shirts, short sleeve and long sleeve
 3. Fatigue jacket with lines
 4. Dress hat
 5. Baseball style cap
 6. Tie
 7. Badges, patches, collar pins and all other required insignias.
- B. All issued clothing shall be replaced by the County on an as-needed basis throughout the year.

Section 13.8 - Communicable Diseases. The County shall continue the practice of supplying one (1) box of surgical gloves on each piece of apparatus and each fleet vehicle.

Section 13.9 - Joint Safety Committee. A Joint Safety Committee shall be formed between the Association and the Fire Department to monitor overall safety and health within the Department and address identified safety and health concerns. The Committee shall consist of an Assistant Chief or the Assistant Chief's designee, the Department's Safety Officer, an employee named by the Chief of the Fire Department and three (3) Association representatives. The Committee shall meet quarterly with its findings and recommendations forwarded to the Chief of the Fire Department and the President of the Association within five (5) working days.

Section 13.10 - Vaccinations The County shall make available to all Fire Department personnel vaccinations against Hepatitis "B" and provide each employee with an annual Titer test to assure that adequate protection exists. Annual Hepatitis "C" testing shall be available for individuals assigned to EMS Units, and shall be available every four (4) years for individuals assigned to Suppression and Support Services. Additionally, the County shall make available an annual flu shot for each employee. Additionally, should a HIV/AIDS Vaccination ever be developed and FDA approved, Baltimore County will consult with health care professionals concerning vaccination of bargaining unit employees.

Section 13.11 - Apparatus Specification and Procurement Committee. The Association shall be entitled to appoint one (1) member to the department's apparatus specifications and procurement committee.

Section 13.12 - Emergency Vehicle Traffic Control Device Pilot Program. The County shall assist the Association in obtaining funding from the State Government for the implementation of a Traffic Control Pilot Program in FY07.

ARTICLE 14 – LABOR/MANAGEMENT RELATIONS

Section 14.1 - Labor/Management Relations.

- A. The Employer and the Association recognize that cooperation between labor and management is indispensable to the accomplishment of sound harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.
- B. The Committee shall consider and may recommend to the Fire Chief changes in the working conditions of the employees. Matters subject to the grievance procedure contained in this agreement shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve the matter.
- C. The Committee shall consist of six (6) members The Fire Chief and the President of the Association shall each select three (3) members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Agreement, provided, however, that the appointing party may remove members he has appointed at any time. Vacancies shall be filled by the appointing party.

D. The Committee shall select a Chairperson from among its members at each meeting. The Chairperson of the Committee shall alternate between the members designed by the Fire Chief and the members designated by the President of the Association. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Association or the Management, at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of the minutes shall be typed and promptly distributed to all members of the Committee.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.1 - Direct Deposit. The County shall provide a direct deposit option for any employees who so elect, in writing, on a form supplied by the Department of Finance.

Section 15.2 - Printing and Distribution of Memorandum of Understanding. The County agrees to print a comprehensive copy of the ratified Memorandum of Understanding in sufficient volume so as to allow one per employee. The County will also provide the Association a copy of the final agreement in electronic form (i.e. MS Work or WordPerfect).

Section 15.3 - Classification and Compensation Plan. The Administration agrees that the Office of Human Resources shall review with the Association any changes in the Fire Department Classification and Compensation Plan before submitting it to the Personnel and Salary Advisory Board and the County Council.

Section 15.4 - Names and Addresses of Employees. The Administration will supply the Association a complete list of all names and addresses of all employees as defined in Section 1.2 of the Memorandum of Understanding. The list shall be compiled annually as of July 1, and delivered to the Association within thirty (30) days thereafter.

Section 15.5 - Audio/Visual Equipment. The Department will maintain, in place, in each station, the County audio/visual equipment it has provided, for training purposes, under previous agreements.

Section 15.6 - Snow Removal. The County shall have County Maintenance remove snow from the ramps and parking lots when there is sufficient snow to hinder the timely response of all equipment and the departmental snow removal equipment is unavailable.

Section 15.7 - Personnel with Advanced Life Support (ALS) Certifications. Employees certified as ALS providers are not required to maintain their certification, provided that there are at least fifty (50) employees per shift certified to function as ALS providers within the ranks of EMT, EMT/FF, FF, FF/EMT, PM and PM/FF. In order to decertify, employees must submit a letter to the Fire Chief requesting de-certification. The Fire Chief shall honor de-certification requests in the order in which the letters are received. Captains and Lieutenants assigned to suppression units, FADOs and Fire Specialists are not required to maintain ALS certifications regardless of the number of ALS providers per shift.

Section 15.8 - Sick Leave Bank. A joint subcommittee will be formed to evaluate the efficacy of a sick bank for fire department members. The committee shall forward its final report to the Labor Commissioner, Fire Chief and Association President by October 1, 1995.

Section 15.9 - Past Officers Rule. Chief officers who served on the Association's Executive Board or Negotiations Committee within two (2) years of their promotion out of the bargaining unit may, upon written request of the Association, be prohibited from representing the County in negotiation sessions for a period of five (5) years. The Association must forward the written request to the Labor Commissioner within two (2) days prior to the start of negotiations.

Section 15.10 - Limitation of Assignment Protection. Employees temporarily assigned to other units, support functions, or duties within the department shall not be able to maintain their permanent assignment for a period greater than one (1) year.

Section 15.11 - Reclassifications. During Fiscal Year 2006, all employees classified as EMT, FF/EMT, or EMT/FF who meet all of the minimum qualifications, will be given the opportunity to be reclassified to an EMT/FF, PM, or PM/FF. This right is also extended to employees immediately following their probationary period. This section sunsets on July 1, 2006.

Section 15.12 – Review of Classifications. The County agrees to study the feasibility of creating an additional or modifying an existing class specification with the intent of designating an employee as the individual responsible for a Medic Unit. The County will consider other jurisdictions' rank structure relevant to EMS transport units. The Association will be provided with the results of the study prior to November 1, 2005.

ARTICLE 16 - DISCIPLINARY RIGHTS AND RECORD

Section 16.1 - Discipline. Disciplinary action, as a matter of general policy shall be taken in private and include only the following: written reprimand, forfeiture of leave days, transfer, suspension (administrative or summary), demotion and discharge.

Section 16.2 - Employee Rights.

- A. An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have an Association Representative present during the interview.
- B. Management shall allow reasonable time for the Association Representative to attend the interview, but in no case less than two (2) hours. Provided, however that this section will not apply where an immediate investigatory interview is an operational necessity. However, when practicable an employee may be given the opportunity to consult via telephone with an Association Representative.
- C. Supervisors will be held accountable by the Administrative Officer for compliance with this section: failure by management to comply with this section is not grievable by the affected employee or the association and will not affect any disciplinary action that may be taken.
- D. Any employee under investigation shall be informed of the nature of the investigation prior to any interrogation or questioning. Interviews shall be conducted at a reasonable time of day and be of a reasonable duration. The employee under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interviewers and all persons present during the interview, Exhibit E.
- E. If the employee is charged and/or appeals the discipline involving loss of pay or rank ten (10) days prior to a hearing or an appeal hearing, then the employee shall have access to:
 - 1. A copy of any recording or transcript of any interrogation of the charged employee without charge.
 - 2. A list of witnesses, less confidential sources
 - 3. Written Exculpatory information

4. A copy of the investigatory file, excluding any recommendations as to the charges, dispositions and punishments.

Section 16.3 - Appeal Process.

- A. An employee may appeal any Disciplinary Action taken as defined in Section 16.1 through the grievance process as described in Article 5 herein.
- B. Disciplinary action that results in a suspension, loss of time, demotion or discharge, shall begin at Step 4 of the grievance procedure.

Section 16.4 - Record Access.

- A. The Department shall maintain personnel files of each member. Members or their authorized representatives have the right to examine the contents of their master personnel files maintained by the Department at the Public Safety Building during business hours Monday through Friday excluding legal holidays.
- B. Verbal counseling forms (Form 22) and disciplinary forms (Form 259) may not be placed in the member's master personnel files without the member's noting (i.e. signature) on the face of the document. Members may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Assistant Chief or his/her designee.
- C. Only personnel authorized by the employee, the Assistant Chief or his/her designee may review a member's master personnel file.

Section 16.5 - Record Expungement.

- A. Any record of a disciplinary action taken against an employee shall not be placed in the employee's permanent personnel file without the employee being informed.
- B. If no similar action occurs and no disciplinary action is imposed on an employee for a period of twenty-four (24) consecutive months, all records of prior oral or written reprimands supporting the last disciplinary action taken shall, upon written request of the employee, be expunged from the employee's Departmental personnel file and forwarded to the Office of Human Resources. Those records shall not be used in connection with promotional consideration.

ARTICLE 17 - RETIREMENT PLAN

Section 17.1 - Continuation of Retirement Plan. The County shall continue in effect the present retirement plan with the following alterations.

Section 17.2 - Amendment to the Retirement Plan - Normal Retirement. Effective December 31, 1998, the normal retirement age for uniformed members of the bargaining unit shall be defined as the time at which a member has attained twenty-five (25) years of creditable service, regardless of age; or, the member has attained twenty (20) years of creditable service and has attained the age of fifty (50); or, the member has vested and attained fifty-five (55) years of age. Effective December 31, 1998, the allowance for normal service retirement shall provide an allowance equal to one fortieth (1/40) of the member's average final compensation multiplied by the number of years of creditable service not to exceed twenty (20) years; plus, one fifty (1/50) of their average final compensation multiplied by the years of creditable service in excess of twenty (20). Such improved benefit shall be funded through increased employee contributions beginning July 1, 1994. The amount of such increase shall be determined actuarially on a periodic basis, but may not exceed two and ninety-five one hundredths (2.95%) of a percent of salary. Effective May 1, 1996, the amount will not exceed one and ninety-five one hundredths (1.95%) of a percent of salary.

Section 17.3 - Amendment to the Retirement Plan - Accidental Disability. Effective July 1, 1994, the amended disability provisions (Exhibit D) shall become applicable. However, anyone applying for an accidental disability prior to July 1, 1994 shall be grand-fathered with regard to existing benefit provisions.

Section 17.4 - Amendment to the Retirement Plan - Deferred Retirement Option. 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 after July 1, 2006 (three, three and one-half, four, four, and one-half, or five year DROP) (Exhibit F).

Section 17.5 - Optional Retirement Allowance. Effective December 31, 2003, an employee who has completed at least twenty-five (25) years of actual service on Pay Schedule V 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 18 – CLASSIFICATION PLAN

Section 18.1 – Revision of Class Specifications. Specifications for classes covered by this Memorandum of Understanding shall, when deemed necessary by the County, be revised in the Baltimore County Classification and Compensation Plans, which is incorporated by reference in this section as part hereof as fully as if set out in full herein. However, prior to doing so, the Administration agrees to provide a copy of the proposed revised class specification to the Association in order to obtain its written comments pertaining thereto and to meet with the Association upon request. The Association agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the written copy from the Administration.

Section 18.2 – Establishment of New Class. The Administration agrees to provide the Association, for its written comments, with a copy of the specification for any proposed class prior to its establishment, which if ultimately established, would be covered by this Memorandum of Understanding, and to meet with the Association concerning same upon request. The Association agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the written copy from the Administration.

ARTICLE 19 - 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 19.1 - Composition of Committee.

- A. One representative from AFSCME Local #921. (Appointed by the President.)
- B. One representative from Baltimore County Federation of Public Employees (FPE). (Appointed by the President.)
- C. One representative from the Baltimore County Federation of Public Health Nurses (BCFPHN). (Appointed by the President.)
- D. One representative from the Baltimore County Fraternal Order of Police (FOP Lodge #4). (Appointed by the President.)
- E. One representative from the Baltimore County Professional Fire Fighters Association (IAFF Local 1311). (Appointed by the President.)
- F. One representative from the Baltimore County Supervisory Managerial & Confidential (SMC) Group. (Appointed by the President.)
- G. One representative from the Baltimore County Deputy Sheriffs (FOP Lodge #25). (Appointed by the President.)
- H. A Health Care Review Committee Chairperson to be chosen by the six labor organizations. The Health Care Review Chairperson shall be in addition to the aforementioned employee representatives.
- I. The Baltimore County 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 19.2 - 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 19.3 - 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 19.4 - 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 19.5 - Health Care Coverage

Subsection 19.5.1 - Health Insurance

A. 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.

- B. 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.
- C. 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.
- D. 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.
- E. 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.

Subsection 19.5.2 - Dental Insurance

A. 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.

C. 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.

Subsection 19.5.3 - 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 \$5 copay for Generic Drug	Prescriptions filled through Mail Order pharmacy - up to 100 day supply \$10 copay for Generic Drug
--	---

\$15 copay for Brand Formulary Drug
\$25 copay for Brand non-Formulary Drug

\$30 copay for Brand 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.

Subsection 19.5.4 - 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 01, 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.

B. Schedule of Maximum In Network Vision Benefits:

Exams	No copayment
Frames	
“Fashion Tower Collection”	\$10 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 copay.
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 copayment with evaluation
Non-Formulary Single Vision Contact Lenses	Plan pays \$20 allowed benefit
Non-Formulary Bifocal	Plan Pays \$20 allowed benefit

C. 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

Subsection 19.5.5 - 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.

Subsection 19.5.6 - 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.

Subsection 19.5.7 - 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.

Subsection 19.5.8 - Medicare Benefits.

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

Subsection 19.5.9 - Disease Management.

The County shall utilize a benefits consultant in FY2005 to evaluate the implementation of a Disease Management Plan in FY2006.

Section 19.6 - 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 20 - DURATION AND SCOPE OF MEMORANDUM

Section 20.1 - Separability. In the event any portion of this Memorandum of Understanding should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific portion thereof specified in the court's decision; and upon issuance of such a decision, the Administration and the Association agree to meet and confer on the invalidated portion.

Section 20.2 - 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 Association shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council. The Association 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 20.3 - Duration.

- A. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and subsection (B) hereof:
 - 1. This Memorandum of Understanding shall become effective July 1, 2005 and shall continue in full force and effect until June 30, 2006.
 - 2. Prior to October 15, 2005, either party may give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding effective as of June 30, 2006. If the parties subsequent thereto are unable to reach an agreement this Memorandum of Understanding shall automatically renew itself, for a period of one (1) year and for yearly periods thereafter, or until agreement is reached.
- B. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and the provisions of subsection (A) above, for Fiscal Year 2000 and each fiscal year thereafter, this Memorandum of Understanding shall be executed by the County Executive, and the County Executive shall offer a resolution for adoption by the County Council ratifying the fiscal obligations for that year under this Memorandum of Understanding.
- D. If the resolution referred to in (B) above or any other legislation necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests.
- E. It is agreed that changes in M.O.U. sections relating to promotional, disciplinary, and/or grievance issues may be made by mutual agreement between the Administration and the Association.

In witness whereof, the parties have executed this Memorandum of Understanding this _____ day of _____, 2005.

BALTIMORE COUNTY PROFESSIONAL
FIRE FIGHTERS ASSOCIATION,
IAFF LOCAL 1311, AFL-CIO

BALTIMORE COUNTY ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

BY: _____
Michael K. Day, Sr.
President, Local 1311

BY: _____
James T. Smith, Jr.
County Executive

BY: _____
Michael D. Crosby
1st Vice-President, Local 1311

BY: _____
George Gay
Baltimore County Labor Commissioner

BY: _____
John F. Quirk
2nd Vice-President, Local 1311

BY: _____
Chief John J. Hohman
Baltimore County Fire Department

BY: _____
Stephen T. Gisriel
3rd Vice-President, Local 1311

BY: _____
Theresa Stokes Hill
Director of Human Resources

BY: _____
James L. Kinard
Secretary-Treasurer, Local 1311

BY: _____
Ed Gillis
County Attorney

**BALTIMORE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION
DUES CHECKOFF**

EMPLOYEE'S NAME: _____ SS #: _____

Check One: UNION DUES _____ SERVICE FEES _____

PAYROLL NO.: _____

I hereby request and authorize you to deduct from my earnings for the regular payment of the current rate of monthly dues or fair share fees being charged by the Baltimore County Professional Fire Fighters Association as certified by this Association. The amount deducted shall be paid to the Treasurer of the Baltimore County Professional Fire Fighters Association. This authorization is to remain in effect for a period of one year and automatically renewable from year to year thereafter, subject to the provisions of Title 25, Article II, Section 25-56 (f) of the Baltimore County Code.

Date

Employee's Signature

EXHIBIT B

**BALTIMORE COUNTY GOVERNMENT
PAY SCHEDULE V
STANDARD GRADES
Baltimore County Professional Firefighters Association
Fire Department
Effective July 1, 2005**

GRADE	BASE ANNUAL RATES (in Dollars)								LONGEVITY ANNUAL RATES (in Dollars)				
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	MAXIMUM	10 YEARS	15 YEARS	19 YEARS	24 YEARS	29 YEARS
PF	31,514	32,657	35,206	36,584	38,030	39,553	41,255	42,957					
7F	35,206	36,584	38,030	39,553	41,255	42,957	44,736	46,721	48,712	50,839	53,043	55,381	57,863
8F	36,584	38,030	39,553	41,255	42,957	44,736	43,671	48,712	50,839	53,043	55,381	57,863	60,417
9F	38,030	39,553	41,255	42,957	44,736	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117
10F	39,553	41,255	42,957	44,736	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951
11F	41,255	42,957	44,736	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928
12F	42,957	44,736	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928	72,058
13F	44,736	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928	72,058	75,319
14F	46,721	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928	72,058	75,319	78,796
15F	48,712	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928	72,058	75,319	78,796	82,348
16F	50,839	53,043	55,381	57,863	60,417	63,117	65,951	68,928	72,058	75,319	78,796	82,348	86,024

LEGEND

Firefighter	7F	Fire Specialist	10F
Emergency Medical Technician	8F	Paramedic	11F
Emergency Medical Technician/Firefighter	9F	Paramedic/Fire-Fighter	12F
Firefighter/Emergency Medical Technician	9F	Lieutenant	13F
Fire Apparatus Driver/Operator	10F	Captain	16F

TRAVEL POLICY

1. Purpose

In order to provide a uniform policy for administration of required and authorized County business travel by employees of the Fire Department, the following guidelines and procedures are adopted.

This policy supersedes and replaces all previously existing official or unofficial travel policies presently applied by the Fire Department.

2. Administration

Travel procedures will be based on information circulated and updated every fiscal year by the Office of Budget and 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 Budget and Finance.

3. Mileage Allowance

A mileage allowance at the rate set by the Internal Revenue Service shall be paid to employees who use privately owned vehicles for official County travel necessary to carry out the required or authorized duties of their positions, including mileage for travel to and from required training classes, without regard for the number of passengers they may have. Any adjustment in the rate shall take place on the first of July following any adjustment by the Internal Revenue Service. The mileage chart on each station bulletin board shall be updated regularly.

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. All employees will be assigned regular 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.

When an employee is required on a non-workday to report to the County Medical Clinic at the request of the Clinic, or when required to do so because of a policy, the employee shall be reimbursed for round trip mileage from the employee's home to the Clinic, not to exceed one hundred (100) miles.

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 the transfer, provided that the transfer is authorized or directed by the employee's supervisor and 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, Parking

Should authorized County business require an employee to pay tolls or parking charges beyond that usually required by travel in the 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 Budget and 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 Budget and 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 Budget and Finance.

ACCIDENTAL DISABILITY

SWORN MEMBERS OF THE BALTIMORE COUNTY FIRE DEPARTMENT

1. *Dismemberment or paralysis.* Member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained any of the losses listed in the schedule below and which loss has been determined to be the direct result of bodily injury arising through an accident, independent of all other causes, occurring while in the actual performance of duty with the county at a definite time and place, without willful negligence on the part of the member. The accidental disability allowance under this section shall be an amount equal to seventy-five (75) percent of the member's average final compensation.
 - 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. "Loss of sight of both eyes" shall mean central acuity of twenty two-hundredths (20/200) or less in the better eye with the use of correcting lenses, or visual acuity greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees.

2. *Accidental disability.* A member 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 (66-2/3) percent of the member's average final compensation.
 - a. *Schedule of Impairments:* A seventy-five (75) percent anatomical loss of the use of any one of the below or a fifty (50) percent or more anatomical loss of each of two (2) or more of the below:
 - i. Speech;
 - ii. Sight;
 - iii. Neck;
 - iv. Back;
 - v. Vital bodily organ;
 - vi. A part of the central nervous system;
 - vii. Arm;
 - viii. Leg;

- ix. Shoulder;
- x. Hearing;
- xi. 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. *Accidental disability.*** A member 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 1 and 2 above. The accidental disability allowance under this section shall be an amount equal to one-fortieth (1/40) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one 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 (50) percent of the member's average final compensation.

**BALTIMORE COUNTY FIRE DEPARTMENT
NOTICE OF INVESTIGATION**

To: (Member)

From: (Battalion Chief)

Subject: Investigation (Confidential)

Date: (Date)

This serves to notify you that, per the current Memorandum of Understanding, Section 16.2 (D) B Employee Rights, you are under investigation for an incident or issue that may lead to disciplinary action.

The investigating officer is (Captain XX, Station/Shift). Any interrogation or questioning will be conducted as per the Fire Department Rules and Regulations, Fire Department Standard Operating Procedures, and the current Memorandum of Understanding.

The department will make reasonable and prudent attempts to assure compliance with all employee rights enumerated in the Memorandum of Understanding, Article 16 B Rights and Record. Be advised that as per Section 16.2 (C), "Supervisors will be held accountable by the Administrative Officer for compliance with this section; failure by management to comply with this section is not grievable by the affected employee or the association and will not affect any disciplinary action that may be taken."

For further assistance, you should contact IAFF Local 1311.

cc: IAFF Local 1311
Fire Chief
Assistant Chief
Division Chief

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

1. The County will establish a Deferred Retirement Option Program (DROP) for Pay Schedule V 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).
2. In order to be eligible to select the DROP, a retiring member must have at least thirty-two (32) years of credible service as defined in Section 23-36 of the Baltimore County Code. 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.

<u>Years of Eligible Service</u>	<u>Length of the DROP</u>
32 or more years	3 years
33 or more years	3, 3-1/2, or 4 years
34 or more years	3, 3-1/2, 4, 4-1/5, or 5 years

3. 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 74% of Average Final Compensation for 29 years DROP Service, plus 2% of Average Final Compensation for each additional year of service.
4. 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.
5. Member contributions to the Retirement System made during the period of the DROP will be credited to the member's DROP account.
6. 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).
7. 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.

**BALTIMORE COUNTY EMPLOYEES' RETIREMENT SYSTEM
DROP PROGRAM GLOSSARY OF TERMS – FIRE DEPARTMENT
LAW OFFICE REFERENCE ONLY LANGUAGE**

NOTICE: The Office of Budget and Finance prepared the following glossary of terms solely for the use of Bargaining Unit Members in understanding DROP and Exhibit E, this glossary is intended for reference purposes only.

Pursuant to County Council Bill No. 118-03, the County Council approved a Deferred Retirement Option Program on December 19, 2003. The following terms are extracted from the bill in an attempt to assist you in understanding the program.

DROP Program

Deferred Retirement Option Program for members.

Member

A Group 4 member in active service who is on pay Schedule 5 or 8 of the County Classification and Compensation Plan.

Participation

A member may elect to participate in the DROP program if the member has 32 years or more of qualifying service and selects an eligible DROP period.

DROP Period

The period of time selected for participation in the DROP program (3, 3 ½, 4, 4 ½, or 5 years).

Qualifying Service (32 years minimum) includes all of the following:

- ✓ Membership service on pay schedule 5 or 8
- ✓ ERS credit for accumulated unused sick leave (16 days = 1 month, remaining balance of ½ month or more is rounded up)
- ✓ Credible military service
- ✓ Other jurisdictional service outside Baltimore Co. for members who are in active service on or before 12/31/2003
- ✓ Transfer service within Baltimore Co. for members who are in active service on or before 12/31/2003

DROP Service (29 years minimum) includes:

- ✓ Qualifying service (see definition above)
- ✓ LESS the length of the selected DROP period

Eligible DROP Periods, Retirement Dates, and Eligibility:

3 year DROP period – Retirement date on or after 7/01/2004

- 32 years of qualifying service minus 3 year DROP period = 29 years of DROP service

3, 3 ½, or 4 year DROP period – Retirement date on or after 7/01/2005

- 32 years of qualifying service minus 3 year DROP period = 29 years of DROP service
- 32 ½ years of qualifying service minus 3 ½ year DROP period = 29 years of DROP service
- 33 years of qualifying service minus 4 year DROP period = 29 years of DROP service

3, 3 ½, 4, 4 ½, or 5 year DROP period – Retirement date on or after 7/01/2006

- 32 years of qualifying service minus 3 year DROP period = 29 years of DROP service
- 32 ½ years of qualifying service minus 3 ½ year DROP period = 29 years of DROP service
- 33 years of qualifying service minus 4 year DROP period = 29 years of DROP service
- 33 ½ years of qualifying service minus 4 ½ year DROP period = 29 years of DROP service
- 34 years of qualifying service minus 5 year DROP period = 29 years of DROP service

DROP Account

A DROP account shall be established as of the member's retirement and election to participate in the DROP program, consisting of the following:

- 1) The member's DROP allowance for each year and prorated ½ year, if applicable, of the DROP period selected by the retiring member, adjusted in accordance with cost of living adjustments as if the member had retired at the beginning of the DROP period.
- 2) Contributions to the ERS made by the member during the DROP period
- 3) Interest earned on both the member's DROP allowance and the member's contributions during the DROP period based on the administrative procedures currently used to determine the member's accumulated contributions, except that the interest rate used shall be the greater of:
 - a) The rate of return on the actuarial value of assets for the ERS for the preceding calendar year minus .5% (50 basis points); or
 - b) The regular rate of interest (.5% per annum) for the ERS.

DROP Allowance

The DROP allowance will be 74% of the member's average final compensation (AFC) for 29 years of DROP service plus 2% for each full year of DROP service over 29 years.

Average Final Compensation (AFC)

For the purpose of calculating the member's DROP and retirement allowances, average final compensation (AFC) shall be based on:

- ✓ The member's DROP service; and
- ✓ Determined as if the member had retired at the beginning of the DROP period

DROP Allowances

DROP allowances credited to the DROP account and paid on actual retirement shall be increased for retirement cost of living adjustments as if the member had retired at the beginning of the DROP period.

In addition to the proceeds of the DROP account, a member who retires under the DROP program will receive an annualized retirement allowance, paid monthly, equal to the member's annual DROP allowance, adjusted for applicable cost of living adjustments and reductions based upon the option elected by the retirement member.

Lump-Sum DROP Account Payment Options

- Receive the DROP account in a single lump-sum less mandatory 20% federal tax + 10% early withdrawal penalty (if under age 55); or
- Roll the DROP account over into an eligible plan as defined in S402(C)(8)(B) of the Internal Revenue Code