MEMORANDUM OF UNDERSTANDING

BETWEEN THE

BALTIMORE COUNTY ADMINISTRATION

AND THE

BALTIMORE COUNTY

FEDERATION OF PUBLIC EMPLOYEES

FPE/AFT, AFL-CIO, LOCAL #4883

JULY 1, 2005 - JUNE 30, 2006

BALTIMORE COUNTY FEDERATION OF PUBLIC EMPLOYEES
AFT/FPE, AFL-CIO, LOCAL #4883

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

WHEREAS, the Baltimore County Administration ("Administration") and the Baltimore County Federation of Public Employees, AFT, AFL-CIO ("Federation") desire to provide efficient public service to the citizens of Baltimore County, and;

WHEREAS, the Federation and the Administration agree that this goal can best be achieved through a harmonious relationship between them, the parties hereby agree as follows:

ARTICLE 1 - RECOGNITION OF FEDERATION

Section 1.1 - Federation Recognition. The Administration recognizes the Federation as the exclusive representative of its employees, as defined in Section 1.2 of this Article, for the purpose of negotiating and otherwise representing such employees in all matters relating to wages, hours and other conditions and terms of employment.

Section 1.2 - Employee Defined. Whenever used in this Memorandum of Understanding, the term "employee" shall mean all salaried employees in Pay Schedule I of the Baltimore County Classification and Compensation Plan.

ARTICLE 2 - MANAGEMENT AND EMPLOYEE RIGHTS

Section 2.1 - Management Rights. It is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and departments; set standards of services to be offered to the public; to determine the methods, means, personnel, and other resources, including volunteers, by which the County's operations are to be conducted, including the contracting out of work if deemed necessary by the County, and 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 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. 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.

Section 2.2 - Employee Rights. An employee will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Federation, or to refrain from such activity in accordance with the Employee Relations Act of Baltimore County. In the exercise of this right, employees and their representatives will be free from any and all interference, restraint, coercion and discrimination. Except as otherwise expressly provided in this Memorandum of Understanding and in the Employee Relations Act of Baltimore County, the right to assist an employee organization extends to participation in the management of the organization and acting for the organization as representative, including presentation of views to officials of Baltimore County, or other appropriate authority.

Section 2.3 - Federation Activities.

(a) Designation of Federation Representatives. In addition to Field Representatives employed by the Federation, the Federation may designate representatives from among the employees. A written list of the Federation's representatives shall be furnished to the Administration every January 1, and the Federation shall immediately notify the Administration of any changes of such representatives.

(b) Federation Activities. With the permission of the appropriate supervisor(s), Federation representatives designated pursuant to Section 2.3 (a) of this Memorandum of Understanding shall be permitted reasonable time during working hours and on County premises to post official Federation notices on bulletin boards designated for such purposes by the Administration; to transmit communications, authorized by the Federation, to the Administration or its representative(s); to consult with the Administration or its representative(s) concerning the enforcement of any provisions of this Memorandum of Understanding; to consult with an employee and/or the Federation President with respect to the administration of this Memorandum of Understanding; to attend investigatory interviews if requested by employees pursuant to Section 10.3; and to represent employees at grievance meetings and hearings conducted pursuant to Section 4.3 of this Memorandum of Understanding. Access under this Section 2.3 (b) shall be denied only when the use of such time would interfere with the operations of the County.

(c) Notice to Federation. The Administration shall notify the Federation in advance of layoffs, promotion of employees to positions outside of the bargaining unit, removal of positions from the bargaining unit, and of new employee orientation programs.

(d) Federation President. The President of the Federation shall be granted a full-time leave of absence from the President's duties for the Department to which the President is otherwise assigned, but shall remain on the payroll of such Department, for the purpose of performing full-time duties on behalf of the Federation. During such leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits.

(e) County Mail. The Federation may use the County mail system for the distribution of this Memorandum of Understanding. The Federation may use the County mail system for the monthly distribution of its newsletters, to which it may attach materials related to its function as collective bargaining representative. No public political campaign literature shall be permitted. The Federation agrees simultaneously to provide to the Labor Commissioner a copy of any material intended for membership-wide or unit-wide distribution.

Section 2.4 – Labor-Management Meetings. Recognizing that the Federation and the Administration have as mutual objectives, to bring about a higher level of public service and improved efficiency in the operation of the county government, and to promote the improvement of employer-employee relations, upon request of the President of the Federation or the Labor Commissioner, representatives of the Federation and the Administration shall meet at mutually agreeable times to discuss issues of concern.

Section 2.5 Bargaining Unit Information

The employer agrees to furnish a report or reports on a semi-annual basis (upon request) to the Union in electronic form, listing new hires of employees in the Bargaining Unit, employees of this unit on an unpaid leave of absence of thirty days or more, and employees of this unit who exited county service. These reports will include the employee's name, job classification code, adjusted employment date, termination date and reason, if inactive, rate of pay, if active, and organization code. The employer will provide a semi-annual demographic report (upon request) to the Union in electronic form, containing the following information for each active employee in the Bargaining Unit: The employee's name (last, first and middle initial), adjusted employment date, salary anniversary date, organizational code, employment status code, job classification

code and title, work location code, pay standards, annual rate of pay, and whether or not the employee has dues deductions.

The County will provide the Union with a current listing of agency/department organizational code numbers and mail stop numbers. This shall be done twice a year at the request of the union The parties agree that this provision is subject to any prohibition imposed upon the employer by courts of competent jurisdiction.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Federation Membership. All employees covered by this Memorandum of Understanding who (a) are members of the Federation, or (b) all employees who are thereafter hired shall, as a condition of continued employment, maintain membership in the Federation or pay to the Federation a service fee in an amount not to exceed the then current Federation dues, in order to defray the cost incurred by the Federation in serving as the exclusive representative of employees in accord with the Employee Relations Act of Baltimore County. The provision of this section shall be contingent upon the showing by the Federation, annually, to the Administration that more than forty percent (40%) of the employees covered by this Memorandum of Understanding are dues paying members of the Federation.

Section 3.2 - Agency Shop. Notwithstanding the provisions of Section 3.1, in the event that the Federation certifies to the County that seventy percent (70%) or more of the employees covered by this Memorandum of Understanding are dues paying members of the Federation, then, in such event, membership dues or a service fee, not to exceed the then current membership dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as the Federation annually certifies to the County that the seventy percent (70%) contingency still exists.

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

Section 3.4 - Dues Checkoff. Upon receipt of a written authorization from an employee, the Administration shall deduct from the wages due said employee each pay period, and remit to the Federation, monthly, at its headquarters, the biweekly dues as fixed by the Federation, or the equivalent service fee and/or deductions for Federation-sponsored insurance programs, provided that the Administration shall cease such deductions upon an employee's termination of employment, transfer to a job outside the bargaining unit, layoff from work, or authorized leave of absence. The Administration shall resume such deductions upon the return of an employee from layoff or authorized leave of absence. The Administration shall cease deductions for

Federation dues or service fees upon receipt of a revocation of such authorization from an employee that is executed within thirty (30) days prior to the anniversary date of such authorization.

Section 3.5 - County Indemnification. The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Federation shall indemnify and hold the County harmless from any and all claims, grievances, arbitration, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article.

Section 3.6 - Federation Information Days. The County agrees to allow Federation Information Days, to provide information about the Federation and other related benefits, four times a year in each of the following locations: Department of Aging, main detention center and courthouse court facility of the Bureau of Corrections, County Office Building, Glen Arm shop of the Department of Public Works, 9-1-1 Center, and Investment Building. The date, location and times that these days will take place are subject to approval by the Labor Commissioner; such approval shall not be unreasonably denied. The Labor Commissioner may give permission for "Days" to be held at other county facilities, depending upon the agency or bureau involved and the availability of space. It is understood that County operations will not be interfered with, as employees will visit these locations on their own time. The normal time will be from 11:00 a.m. to 2:00 p.m., except in 24-hour operations.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Definition of Grievance.

(a) The term grievance shall mean any dispute between an employee and the Administration, (a) concerning the application or interpretation of the terms of this Memorandum of Understanding; (b) concerning the discriminatory application or misapplication of the rules and regulations of any agency of the County; or (c) involving the suspension, dismissal, disciplinary action, promotion or demotion of the employee or any complaint about an examination or examination rating. The procedure set forth in this Article 4 and Article 5 of this Memorandum of Understanding are the exclusive procedures for the resolution of all grievances, and no employee shall be permitted to process any grievance except as set forth herein.

(b) Federation Grievances. It is understood that general grievances involving the provisions of this Memorandum of Understanding may be presented by the Federation President when, in the opinion of the President, such grievances would protect the general interests of employees.

Section 4.2 - Federation Representation. An employee shall be entitled to Federation representation at each step of the grievance procedure. However, the Federation shall not be required to represent, for purposes of grievance hearings, those employees who are not dues-paying members of the Federation. Notwithstanding the foregoing provisions of this Article, any employee shall have the right to present grievances to the Administration and to have such grievances adjusted in accord with the procedures set forth in this Article, without the intervention of the Federation, as long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding, and provided that the Federation is given an opportunity to be present at such adjustment.

Section 4.3 - Procedural Steps. Recognizing that grievances should be raised and settled promptly, all grievances, except grievances involving the suspension or dismissal of an employee, must be presented in accordance with the following procedures. A grievance involving the suspension of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at Step 3 by the filing of a written grievance with the appropriate department head within ten (10) workdays after the employee has been notified of the suspension. A grievance involving the dismissal of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at Step 4 by the filing of a written grievance with the Labor Commissioner within ten (10) workdays after the employee has been notified of the dismissal.

Step 1. Within ten (10) workdays following the event giving rise to the grievance or within ten (10) workdays following the time when the employee reasonably should have gained knowledge of its occurrence, the aggrieved employee may orally present the grievance to the employee's immediate supervisor. The immediate supervisor shall attempt to settle the grievance, and shall respond orally within five (5) workdays of presentation by the aggrieved employee.

Step 2. If the grievance is not settled at Step 1, the aggrieved employee may file a written grievance with the Division Chief, Bureau Chief or equivalent supervisor within five (5) workdays of the oral response. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the appropriate supervisor or the supervisor's designee, and such other County representatives as may be designated, within ten (10) workdays after receipt of the written grievance. The supervisor or the supervisor's designee shall submit a written answer to the grievance to the aggrieved employee within ten (10) workdays of such meeting, and shall simultaneously forward a copy of such answer to the Federation Field Representative.

Step 3. If the grievance is not settled at Step 2, the aggrieved employee may file a written appeal of the Step 2 answer with the appropriate department head within ten (10) workdays after the employee's receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the department head or the department head's designee, and such other County representatives as may be designated, within ten (10) workdays of receipt of the written appeal. The department head or the department head's designee shall submit a written answer to the aggrieved employee within (10) workdays of such meeting, and shall simultaneously forward a copy of such answer to the Federation Field Representative.

Step 4. If the grievance is not settled at Step 3, the aggrieved employee may file a written appeal of the department head's answer with the Labor Commissioner within ten (10) workdays after receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's Federation representative and the Labor Commissioner or the Commissioner's designee, and such other County representatives as may be designated, within fifteen (15) workdays after receipt of
the written appeal. The Labor Commissioner or the Labor Commissioner's designee shall submit a written answer to the aggrieved employee within fifteen (15) workdays of such meeting, and simultaneously forward a written copy of such answer to the Federation Field Representative.

Section 4.4 - Written Presentation. All grievances presented at Steps 2 through 4, as set forth in Section 4.3 of this Article, shall be in writing, signed by the aggrieved employee, and shall set forth the specific provisions of the Memorandum of Understanding or rules and regulations at issue and the relief sought by the aggrieved employee.

Section 4.5 - Time Limitations. The time limits set forth in this Article and Article 5 are of the essence of this Memorandum of Understanding. Said time limits may be extended only by the mutual written agreement of the Administration and the aggrieved employee and/or the Federation representative. If the aggrieved employee (or the Federation, in the case of a Federation grievance) fails to comply with the time limits set forth in this Article, or if the Federation fails to comply with the time limits specified in 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 Federation may elect to proceed to the next step.

ARTICLE 5 - FINAL RESOLUTION OF GRIEVANCES

Section 5.1 - Final and Binding Arbitration.

(a) Appeal Procedure. Any grievance as defined in Section 4.1(a) or (b) of this Memorandum of Understanding, that has been properly processed through the grievance procedure set forth in Article 4 and which has not been settled at the conclusion thereof, may be appealed to arbitration by the Federation by serving written notice of intention to appeal on the Labor Commissioner. Said written notice shall set forth the specific provision(s) of this Memorandum of Understanding or of the County's rules and regulations at issue, and a statement of the specific relief sought on behalf of the employee. A grievance must be appealed under this Section 5.1 not later than ten (10) workdays after receipt by the Federation Field Representative of the Labor Commissioner's answer at Step 4 of the grievance procedure set forth in Article 4, or said grievance shall be deemed to have been settled in accordance with the Step 4 answer which shall be final and binding on the aggrieved employee, the Federation and the Administration.

(b) Selection of Arbitrator. Within ten (10) workdays after receipt by the Administration of the written notice of appeal specified in Section 5.1(a) of this Article, either the Administration or the Federation may request the Federal Mediation and Conciliation Service to furnish a list of no fewer than seven (7) qualified and impartial arbitrators, one of whom shall be designated to act as arbitrator of the grievance. Notice of such request shall be provided promptly to the other party. Selection shall be made by the Administration and the Federation alternately deleting names from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.

(c) Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Memorandum of Understanding or the rules and regulations of a County agency at issue between the Federation and the Administration, as specified in the written grievance filed by the aggrieved employee at Step 2 of the procedure set forth in Article 4 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 a County agency, 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 County agency, 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 Administration and the Federation. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both the Administration and the Federation and shall be final and binding on the aggrieved employee or employees, the Administration and the Federation.

(d) Fees and Expenses of Arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. The cost of any transcript shall be borne by the party or parties ordering it.

Section 5.2 - Resolution by Personnel and Salary Advisory Board.

(a) Notice of Appeal. Any grievance as defined in Section 4.1(c) of this Memorandum of Understanding that has been properly processed through the grievance procedure set forth in Article 4 and which has not been settled at the conclusion thereof may be appealed for a final resolution by the Personnel and Salary Advisory Board, by serving written notice of intention to appeal on the Chairman of the Personnel and Salary Advisory Board within ten (10) workdays of receipt of the Labor Commissioner's answer at Step 4 of the procedures set forth in Article 4 of this Memorandum of Understanding.

(b) Resolution by Personnel and Salary Advisory Board. The Personnel and Salary Advisory Board shall hold a hearing and finally resolve the dispute in accord with its existing rules and regulations. The decision rendered by the Personnel and Salary Advisory Board shall be final and binding on the aggrieved employee, the Federation and the County Administration.

ARTICLE 6 - NO DISCRIMINATION

Section 6.1 - No Discrimination. In accordance with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation.

ARTICLE 7 - SENIORITY

Section 7.1 - Definition of Seniority. Seniority shall mean an employee's length of continuous service in the Baltimore County Classified Service, from the date of initial employment, or re-employment following a termination of prior seniority. An employee's seniority shall not accrue during any period of layoff in excess of twelve (12) months.

Section 7.2 - Termination of Seniority. An employee's seniority shall be terminated and the employee's rights under this Memorandum of Understanding forfeited for the following reasons:

(a) discharge for just cause, quit, expiration of a leave of absence or resignation; or
(b) layoff for a period in excess of twenty-four months.

Section 7.3 - Seniority List. The Administration shall maintain a list showing the seniority of all employees covered by this Memorandum of Understanding, which list will be arranged alphabetically by class title and be maintained by the Office of Human Resources. A copy of the seniority list shall be furnished to the Federation on or about January 1 of each year.

Section 7.4 - Layoffs and Recall.

(a) In the event a reduction in force becomes necessary for reason of economy, the Administration shall lay off, within the job classification and department affected, first: seasonal, temporary and part-time employees; and then: classified employees, in inverse order of seniority, provided that if a layoff is necessitated because the funding of a grant program is reduced or eliminated, those employees employed pursuant to such grant will be laid off within the job classifications and departments affected in inverse order of seniority prior to the layoff of any other employees. A classified employee so laid off shall be entitled to "bump" the junior employee in the same job classification or classification series or to transfer to a vacant position in an equal or lower pay grade, provided the transferring employee meets the minimum qualifications of the job classification to which the employee wishes to transfer and provided that employees employed pursuant to a grant and laid off because of the reduction or elimination of such grant shall be entitled to "bump" in accord with the provisions of this Section 7.4. By order of seniority, a classified employee on layoff shall be recalled to the classification and Department from which the employee was laid off before a new employee is hired for such position.

(b) Layoff due to Technology. If an employee is to be laid off due to the employee's job being eliminated due to the introduction of new technology to the employee's job, the County will, whenever practicable, make every reasonable effort to train the displaced employee in the new technology or retrain the employee for a comparable full-time merit position in the County.

Section 7.5 - Posting and Filling of Vacancies.

(a) When a vacancy in the classified service in Pay Schedule I occurs which the Administration intends to fill and for which no eligible list exists, the Administration shall post an announcement of the vacancy on the bulletin boards whereon such announcements are normally posted, for a minimum of ten (10) workdays. Such announcement shall identify the vacancy by the class title, pay grade and pay range and the location of the position, and shall include the minimum qualifications for the position. Such announcements shall also state how and where to file and the closing date for receipt of applications. Any employee may submit an application for a vacant position. In the event two (2) or more employees certified from the eligible list are, in the judgment of the appointing authority, equally qualified, seniority shall determine who is appointed to the vacant position. Employees will be informed of their numerical score on any test for promotion and of their ranking on the eligibility list.

(b) Shift Changes. When a vacancy occurs, a request for a shift change will be granted based upon the Administration's evaluation of the ability, competence and dependability of the employee requesting the shift change. If ability, competence and dependability are equal, the most senior employee's request will be granted. It is expressly understood that a certain number of experienced employees are required to operate the shifts efficiently and this fact may cause the denial of any or all requests for a shift change.

Section 7.6 - Transfers.

(a) At the Request of the Employee. An employee who has completed the probationary period may apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position of the same classification anywhere in the County Classified Service, stating the employee's reasons for requesting the transfer. The Director of Human Resources may transfer the employee if the Director deems such transfer to be in the interest of both the employee and the County Classified Service. An employee who has completed the probationary period may also apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position in another classification, assigned the same pay grade, anywhere in the County Classified Service, provided the employee meets the approval of the County Administrative Officer. The Director of Human Resources may transfer the employee if the Director deems such transfer to be in the interest of the employee and the County Classified Service, and provided further that each agency head affected by the transfer gives written approval of the transfer. The Director of Personnel may require a qualifying examination of any person requesting such a transfer.

(b) By Determination of the Administration. The County Administrative Officer may cause employees in the County Classified Service to be transferred within or between County agencies to meet workload peaks or emergency conditions, except that no employee may be transferred out of the County Classified Service without the employee's written consent. The Director of Personnel shall have the power, upon written recommendation of an agency head and subject to the approval of the County Administrative Officer, to transfer a classified employee from the position which the employee occupies in one classification within the employee's agency to any vacant position in another classification, assigned the same pay grade, within the employee's agency.

(c) Rate of Pay Upon Transfer.

(1) Transfer. An employee who is transferred to a vacant position in the same pay grade, whether within or between County agencies, shall be paid the same rate of pay as the employee received prior to the transfer. An employee who is transferred shall receive night shift differential if applicable to the employee's new position.

(2) Demotion. When an employee, as a matter of discipline, is involuntarily demoted for cause to a position in a lower pay grade, the employee's rate of pay shall be reduced to the maximum rate for the new classification or the employee shall continue at the same rate of pay, whichever is lower. When an employee requests a voluntary demotion from a position in one pay grade to a position in a lower pay grade, the rate of pay upon transfer shall be adjusted to a rate in the pay grade commensurate with the employee's skill, ability and experience in the new classification.

Section 7.7 - Reassignment of Work Location. The agency head shall have the authority to transfer an employee from a position in one classification within the agency to a vacant position of the same classification within the same agency. If an employee desires to transfer to another position in the same classification within the same agency, the employee shall submit a request in writing to the department/agency head, stating the reasons for the requested transfer. The ability and competence of the employee shall be taken into consideration as well as the employee's work record before granting such a transfer request. If ability and competence are equal, the most senior employee will be transferred.

ARTICLE 8 - COMPENSATION

Section 8.1 - Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages.

Section 8.2 - Overtime.

(a) Employees in Pay Grades 1 through 30. Employees in pay grades 1 through 30 shall be compensated for overtime in accordance with Rule 10 of the current Baltimore County Compensation Plan, attached hereto as Appendix B. For purposes of determining an employee's entitlement to overtime, hours for which an employee received compensatory leave shall be considered hours worked.

(b) Seventh Consecutive Day of Actual Work. Employees in pay grades 1 through 30 who are required to work on their regularly scheduled day off, and such work results in this becoming the seventh (7th) consecutive day of actual work, shall be paid at two (2) times the regular hourly rate for all actual hours worked on such seventh (7th) day.

(c) Overtime Assignment. Prior to assigning compulsory overtime, the County shall request volunteers to perform such overtime work from among the employees who are normally assigned such work.

(d) Compensatory Time. For employees in the Bureau of Utilities, at the discretion of the Bureau Chief, and when agreed to by the employee, such employees may receive compensatory time for overtime hours worked; each employee may choose to receive compensatory time for a minimum of 70 overtime hours per year. Compensatory leave must be scheduled in accordance with Section 13.8, Vacation Scheduling.

Section 8.3 - Call-Back and Standby Pay.

(a) Call-Back, Call-In Pay. In accord with Rule 10 of the current Baltimore County Compensation Plan (see Exhibit B below), eligible employees required by the supervisor to return to work after the completion of the employee's regular shift, will receive one and one-half (1-1/2) times the employee's regular rate of pay for a minimum of four (4) hours on the first call back in a 24-hour period. All call backs after the first will be paid at one and one-half (1-1/2) times the employee's regular rate of pay for actual hours worked. If an employee is called in to work early, and the call-in assignment and regular work shift overlap, the employee will be paid time and one-half (1-1/2) for all hours worked before the start of the regular work shift, with a minimum of two (2) hours.

(b) Standby Pay. In accord with Rule 10 of the current Baltimore County Compensation Plan (see Exhibit B below), eligible employees will be paid one-fourth (1/4) their regular rate of pay for all hours the employee is required by the supervisor to be on "standby." Call-back hours shall be deducted from the 24-hour period before calculating standby pay. A standard call back and standby policy shall be established for each section and/or department.

Section 8.4 - Substitution Pay. Employees who are required to substitute in a higher classification shall be paid for all hours of substitution upon the completion of one shift, and in accordance with Rule 10 of the current Baltimore County Compensation Plan.

Section 8.5 - Regular Rate of Pay. Pay Schedule I, effective July 1, 2005, shall include a Three (3%) percent adjustment to scale (Exhibit C).

Section 8.6 - Meal Reimbursement Policy. Any employee performing duties beyond the normal work hours on weekdays, and in addition, all non-prearranged work hours on weekends, all work performed beyond the normal work day on prearranged weekends and on holidays, will be paid at a rate of seven dollars ($7.00) per meal, pursuant to the following schedule:

Correctional Officers will continue to be entitled to meals under the schedule stated in Article 8, section 8.6(a), however, when a meal is provided to the Correctional Officer working overtime, this shall be considered as one meal and the employee will not receive the $7.00 for the meal.

Employees Whose Regular Workday Consists of 8 Hours	
No. of Hours Worked in a Day	**No. of Meals**
Regular Workweek:	
12 - 14	1
14 - 20	2
20 - 24	3
Scheduled Day Off:	
4 - Less than 6	1
6 - Less than 12	2
12 - Less than 18	3
18 Hours to 24 Hours	4

Employees Whose Regular Workday Consists of 7 Hours	
No. of Hours Worked in a Day	**No. Of Meals**
Regular Workweek:	
11 – 13	1
13 – 19	2
19 - 24	3

Employees Whose Regular Workday Consists of 7 Hours	
Scheduled Day Off:	
4 - Less than 6	1
6 - Less than 12	2
12 - Less than 18	3
18 Hours to 24 Hours	4

The period for determining the number of hours worked in a day shall begin with the employee's normal scheduled reporting time.

A separate policy has been entered into covering employees in the Detention Center.

Section 8.7 - Travel Policy. Employees will be reimbursed for the use of their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their position, at the rate set by the Internal Revenue Service and in accordance with the County Travel Policy, Appendix D attached hereto. Any adjustment in the rate shall take place on the first of July following any adjustment by the Internal Revenue Service.

Section 8.8 - Shift Differential.

(a) Employees on the payroll of the County as of June 30, 1984 shall continue to receive a pay shift differential equal to ten percent (10%) of the employee's regular rate of pay; each employee's differential shall be capped at the dollar amount earned by such employee immediately after the implementation of the 3% cost-of-living increase on July 1, 1998. Employees hired on or after July 1, 1984 shall receive a pay shift differential of one dollar ($1.00) per hour; effective July 1, 1998 such differential shall be one dollar ten cents ($1.10) per hour. Any employee who is absent from work under the provisions of Article 14 or 15 of this Memorandum of Understanding shall not receive shift differential pay after an absence of twenty-nine (29) calendar days.

(b) Any correctional dietary officer at the Bureau of Corrections who is regularly assigned to a shift in which four or more hours occur between 3:00 p.m. and 8:00 a.m. will receive shift differential for regularly scheduled hours worked after 3:00 p.m. and worked prior to 8:00 a.m. Any correctional officer assigned to a position on Inmate Processing, Inmate Receiving or Front Desk, who is regularly assigned to a ten hour shift on a four-day, ten-hour workweek schedule, and whose regular shift contains three or more hours that occur between 3:00 p.m. and 8:00 a.m., will receive shift differential for regularly scheduled hours worked prior to 8:00 a.m. and worked after 3:00 p.m.

Section 8.9 - Bonus Award. The County shall continue in effect its bonus award program which enables employees to receive a bonus award equivalent to a one-step increase in their pay grade, not to exceed one thousand dollars ($1,000). The award of such bonus shall be at the discretion of the County Administration and in accord with rules established by the County Administration.

Section 8.10 - 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. 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 8.11 - 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 8.12 - Cleaning Allowance. All Correctional Officers (Lieutenant and below), Correctional Dietary Officers, Correctional Dietary Sergeants, Police Service Officers, Security Officers, and Animal Control Officer I, II, shall receive a cleaning allowance of two hundred dollars ($200), Forensic Service Technicians I, II two-hundred and fifty ($250) dollars for uniform maintenance per contract year.

Section 8.13 – Funeral Benefit. The County will fund a Funeral Benefit that will provide reimbursement of up to $10,000 for actual funeral expenses incurred in the event a Pay Schedule I employee is killed on the job, subject to the requirements of the County policy adopted and administered by the County Administrative Officer.

Section 8.14 - Death Benefits. The Administration agrees to seek legislation during fiscal year 2003 to include Pay Schedule I employees in Baltimore County Code Section 23-59(a)(2)(b) so that such employees will become eligible to have their estate receive 100 percent of their annual earnable compensation payable as a death benefit following at least one year of creditable service.

Section 8.15 - Field Training Officers. Correctional Officers serving as Field Training Officers shall receive a differential of one ($1.00) dollar per hour while serving in that capacity

ARTICLE 9 – 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 9.1 - 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 9.1(a) - 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 9.1 (b) - 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 9.1 (c) - 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 9.2 - Health Care Coverage

Medical Plans - The County shall provide employees and retirees not eligible for Medicare with a Triple Option Medical Plan. Effective September 1, 2003, Baltimore County will convert prior HCP and POS plans into the said Triple Option plan. The plan design shall be as follows:

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

The Triple Option Plan shall be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

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

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

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.

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

County retirees who would otherwise reach Medicare eligibility age, but who do not qualify on their own or through a spouse for Medicare coverage, will be allowed to remain in the County health plans offered to non-Medicare retirees. Upon reaching Medicare eligibility age, the County subsidy will be 75% of the premium cost for the medical plan. Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available only under the terms and conditions of Federal COBRA laws.

Section 9.3 – Dental Insurance

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

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

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

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

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

Managed Dental Plans. The County will offer two managed care closed-panel dental. If one plan fails to offer acceptable service or ceases service, the County may withdraw it from the benefits package following approval by a majority of the Employee Representatives on the Health Care Review Committee. The County contribution toward the managed Dental plans for active employees and non-Medicare eligible retirees will be 75% of the lowest cost plan. These dental plan contribution rates will not change through August 31, 2006.

Section 9.4 – Prescription Plans.

The County shall offer a prescription plan with a national network, included in the premium cost for all County medical plans. The following 3-tier formulary prescription plan will be included with the Triple Option medical plan:

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 100 day supply
$5 copay for Generic Drug	$10 copay for Generic Drug
$15 copay for Brand Formulary Drug	$30 copay for Brand Formulary Drug
$25 copay for Brand non-Formulary Drug	$50 copay for Brand non-Formulary Drug

The County shall provide for the participation of the Health Care Review Committee in the review of the prescription plan formulary utilized by the prescription plan administrator and periodic review of the formulary.

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

Section 9.5 – Optical Plan.

The County shall provide an Optical Plan to County employees, non-Medicare eligible retirees and their eligible dependents. The County shall pay 90% of the premium cost of the optical plan and the enrolled employee or retiree shall pay 10% of the premium cost. Beginning September 1, 2005 the county shall provide a managed vision network.

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

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

Schedule of Maximum In Network Vision Benefits:

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

Schedule of Maximum Out of Network Vision Benefits:

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

Section 9.6 – Hearing Aid Benefit

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

Section 9.7 – *Non*-Duplication of Health Coverage.

No benefit-eligible employee, retiree or dependent of an employee or retiree can be covered on more than one County-sponsored medical plan. No benefit-eligible employee or retiree can enroll in a County medical plan if they are enrolled as a dependent on any medical plan outside of County employment. If a benefit-eligible employee or retiree covered by a medical plan outside County sponsorship loses coverage, they will be allowed to immediately enroll in a County plan upon verification that outside coverage has been terminated.

Section 9.8 – Health and Dependent Care Flexible Spending Accounts.

Health Care and Dependent Care Flexible Spending Accounts (FSAs) will be offered to active employees and administered under section 105(h)(for the Health Care Plan) and section 129 (for the Dependent Care plan) of the Internal Revenue Code. The period of coverage for FSA plans is 12 months. Re-election in the plans is required each benefit plan year.

Section 9.9 –Medicare Benefits.

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

Section 9.10 – Disease Management.

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

Section 9.11 - 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 10 - HOURS OF WORK

Section 10.1 - Workweek. A workweek is a period of seven (7) consecutive days, beginning at 12:00 midnight on Friday and ending at 12:00 midnight on the following Friday.

Section 10.2 - Regular Workweek. Except for employees employed in continuous operations, a "regular workweek" shall be five (5) consecutive regular workdays in a workweek. A continuous operation is an operation that functions seven (7) days a week. Employees assigned to the Communications Center shall not be regularly scheduled in excess of forty (40) hours in a workweek.

Section 10.3 - Workday. A workday is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.

Section 10.4 - Regular Workday. Except for employees assigned to 40-hour per week classifications, a "regular workday" shall consist of seven (7) consecutive hours of work within a workday, exclusive of a one-hour unpaid meal period. A "regular workday" for employees assigned to 40-hour per week classifications shall consist of eight (8) consecutive hours inclusive of a 30-minute meal period. The consecutive hour definition of workday above shall not include those departments or agencies where this is not current practice. The Union agrees that in the future it will not unreasonably withhold its approval of any further changes in the definition of workday.

Section 10.5 - 4-Day Workweek. Notwithstanding Sections 10.1 and 10.4 of this Article 10, if the Administration deems it feasible, it may initiate a (4) four-day, (10) ten-hour workweek not including both a Saturday and Sunday in certain forty (40) hour classifications and operations. Before doing so, the Administration will advise the Federation of such a change in schedule so that an orderly transition may be achieved. A (4) four-day, (10) ten-hour workweek shall be in effect for a minimum of three (3) consecutive months unless the Administration decides that conditions have changed so that a (5) five-day, (8) eight-hour workweek is warranted. Employees on such a schedule will earn and accrue all leaves at the rate in effect for those people not working such a schedule.

Section 10.6 - Flextime and Alternative Work Schedules. Flextime may be established on a department-by-department basis, by mutual agreement of the Administration and Federation. In the event two (2) or more employees have conflicts in a flextime schedule, seniority shall be the controlling factor in granting flextime. The County may offer employees, on an optional basis, Alternative Work Schedules as authorized by the County Administrative Officer.

Section 10.7 - Shift Exchanges. With advance approval by the Administration, employees in the same job classification may voluntarily exchange shifts, with no financial remuneration between employees permitted.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 11.1 - Types of Discipline. Disciplinary action, as a matter of general policy, shall be taken in private and include only the following: oral reprimand, written reprimand, suspension without pay, discharge, and/or demotion. Except in situations involving serious offenses, discipline shall be administered progressively.

Section 11.2 - Disciplinary Record. Any record of any disciplinary action taken against an employee shall not be placed in the employee's permanent personnel file without the employee being informed. If 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 or suspensions shall be expunged from the employee's personnel file, upon the written request of the employee. This written request shall not become part of the employee's permanent record.

The Federation President shall be notified by the Department or Agency in writing, by certified mail, of the suspension pending termination of a Pay Schedule I employee at the same time as the employee is notified.

Section 11.3 - Investigatory Interview. An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have a Federation representative present during the interview. Management shall allow reasonable time for the Federation representative to attend the interview, but in no case less than one (1) hour. Provided, however, that this Section will not apply where an immediate investigatory interview is an operational necessity. 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 and will not affect any disciplinary action that may be taken.

Any employee under administrative investigation by the Police Internal Affairs Unit shall be informed in writing of the nature of the investigation prior to any interrogation or

questioning. Upon appeal, the investigatory file from Internal Affairs may be reviewed by the employee and/or his representative no less than seven (7) days prior to the hearing. (Valid language for the period 7/1/05through 6/30/06).

ARTICLE 12 - GENERAL PROVISIONS

Section 12.1 - Copies of Memorandum of Understanding. The Administration agrees to print this Memorandum of Understanding in sufficient numbers to supply the Federation with copies for its officers, representatives and members.

Section 12.2 - Educational Assistance Program. 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 ($2000) dollars in fiscal year 2006 and thereafter, subject to the existing requirements of the program.

Section 12.3 Mail Stops. The Administration shall provide to the Federation the names and best available mail stop information on all pay schedule I employees. This list shall be provided on or about January 1 of each year.

ARTICLE 13 - HOLIDAYS AND PERSONAL LEAVE

Section 13.1 - Paid Holidays. For the purpose of this Memorandum of Understanding, the following days shall be paid holidays for all employees: New Year's Day (January 1); Martin Luther King's Birthday (3rd Monday in January); Presidents Day (3rd Monday of February); Memorial Day; Fourth of July; Labor Day; Columbus Day (2nd Monday of October); Veterans' Day (November 11); Thanksgiving Day; Christmas Day; General Election Day (when applicable). In the event one of these holidays falls on a Saturday, it shall be observed on the preceding Friday. In the event it falls on a Sunday, it shall be observed on the succeeding Monday.

Section 13.2 - Pay for Unworked Holidays. Employees shall receive their regular straight-time pay for an unworked holiday. In lieu of pay, Correctional Officers shall have the option of earning compensatory time at the straight-time rate. This compensatory time shall be used during the calendar year earned.

Section 13.3 - Holiday Work Pay. Employees who work on the holiday shall be paid the applicable overtime rate for all hours worked on the holiday in addition to the holiday pay specified under Section 12.2 of this Article.

Section 13.4 - Eligibility. In order to be eligible for holiday pay, an employee must have been in pay status at least one day in the payroll period which includes the holiday.

Section 13.5 - Overtime Pay Credit. An unworked holiday which falls on an employee's regularly scheduled workday and for which the employee receives holiday pay will be considered as hours worked for the purpose of computing overtime pay.

Section 13.6 - Personal Leave.

(a) Accrual and Crediting. All employees shall accrue personal leave at the rate of 3.5/4 hours per month. Employees with one (1) or more years' seniority as of January 1 of any year shall be "credited," as of the first day of the new calendar year, for use during that calendar year, with the amount of personal leave which they would be entitled to accrue during that calendar year; provided that if the employee leaves the employ of the County having used more personal leave than the employee would have accrued, the value of any such excess leave used shall be deducted from the employee's last paycheck. Personal leave may not be accumulated and carried over into a new calendar year. Personal leave will be considered as hours worked for the purpose of computing overtime pay. Employees shall be credited with 42/48 hours depending upon their classification.

(b) Rate of Use. Personal leave can be used in increments of one hour or more.

(c) Termination Benefit. At the time of termination of employment, an employee shall be compensated for all unused personal leave actually accrued during that calendar year.

(d) Scheduling of Personal Leave. Personal leave shall normally be scheduled in accordance with the section's and/or department's policy for scheduling vacation leave; provided, however, that exceptions shall be made for emergency use of such leave; provided further, that such leave may be denied if an employee abuses the use of such leave for emergency purposes.

(e) Earning and Usage of Personal Leave For Correctional Officers: For the purpose of this section, Correctional Officers will accrue one personal leave day on January 1 and the remaining personal leave days will begin accrual at the rate of ½ day per month beginning January 1, up to a maximum of six (6) annually.

Personal leave shall normally be scheduled in accordance with the section's and/or department's policy for scheduling vacation leave; provided, however once accrued this personal leave shall not be subject to approval or documentation when requested in an emergency situation.

ARTICLE 14 - VACATION

Section 14.1 - Vacation Entitlement. After completion of the probationary period, all employees shall be entitled to paid vacation leave earned in accordance with the following schedule:

Years of Seniority	Paid Vacation	Maximum Accumulation
1 - 5	84/96 Hours per Year	168/192 Hours
6 - 10	105/120 Hours Per Year	210/240 Hours
11 - 15	140/160 Hours per Year	280/320 Hours
16 and over	175/200 Hours per Year	350/400 Hours

The vacation year shall be the calendar year and all accumulation maxima are as of each succeeding January 1, with no limit on accumulation between each January 1.

Section 14.2 - Accrual and Use of Vacation Leave. Employees will accrue 7/8 hours vacation per month, as of the 15th of the month, during the first year of employment. Employees will not be permitted to use vacation leave until completion of the probationary period. Employees with one or more years of seniority shall, as of January 1 of each year, be credited with the vacation leave the employee would normally accrue during that vacation year. If an employee leaves the service of the County having used more vacation than the employee would have been entitled to actually accrue, the value of such excess leave used shall be reimbursed to the County. Vacation must be used in increments of fifteen (15) minutes or more. In lieu of pay, Correctional Officers shall have the option of earning compensatory time at the straight-time rate. This compensatory time shall be used during the calendar year earned.

Section 14.3 - Separation Benefit. Classified employees shall be paid for vacation time earned, but not taken, at the time of termination.

Section 14.4 - Rate of Pay. An employee shall be paid for vacation at the rate of pay earned by the employee at the time of the vacation (including night-shift, substitution and supplemental pay). Employees who request it in advance can receive prepayment of their bi-weekly salary before going on vacation, if approved by the Directors of Personnel and Finance.

Section 14.5 - Overtime Pay Credit. Vacation leave is counted as a regular workday in the computation of hours per week for overtime purposes.

Section 14.6 - Holiday During Vacation. Any holiday recognized under Section 13.1 of this Memorandum of Understanding shall not be counted as a vacation day if it falls within an employee's vacation.

Section 14.7 - Vacation on Day of Early Closing. Employees on vacation leave on any day of an early closing shall be charged the full vacation day they would have been charged if the early closing had not occurred.

Section 14.8 - Vacation Scheduling. Vacation time can be taken subject to the approval of the supervisor, and such approval shall not be unreasonably withheld. If the agency wishes, a request for vacation should be sent in on the proper form (as designated by the agency) at least one (1) week prior to the requested commencement date of leave, if the leave is to extend one week or more. While every effort shall be made to meet the desires of employees in scheduling their periods of vacation leave, vacation schedules must conform to the requirements of operations, and vacations should be taken as scheduled by the supervisor. Conflicting requests for vacation shall be resolved on the basis of seniority. However, if an employee with lower seniority has obtained an approved vacation schedule in writing then the same shall stand as approved.

Section 14.9 - Eligibility for Vacation Accrual. An employee must be in pay status at least one day in the payroll period which includes the 15th of the month in order to accrue vacation for that month.

ARTICLE 15 - SICK LEAVE

Section 15.1 - Sick Leave Accrual. Full-time employees shall accrue sick leave at the rate of 8.75/10 hours per month. There shall be no limit on the number of sick days which may be accumulated. Sick leave is accrued on the 15th of every month. An employee must be in pay status at least one day in the payroll period which includes the 15th of the month in order to earn sick leave for that month. Sick leave may be used only for absences caused by illness or injury not compensable under the Workmen's Compensation Law of Maryland; necessary medical, dental, or optical appointments or treatments, or confinement due to quarantine as determined by an authorized medical authority. Sick leave may only be used in increments of fifteen (15) minutes or more.

Section 15.2 - Retirement Benefit. Accrued sick leave will be credited toward retirement as additional days/months of service, or to determine the thirty (30) years of creditable service, on the basis of 154/176 hours of accrued sick leave equaling one (1) month of service credit. One (1) additional month of service shall be credited if fractional hours totaling 77/88 hours or more result from the application of this formula.

Section 15.3 - Notice of Use of Sick Leave. An employee who is unable to report to work because of illness or injury is required to personally call the employee's supervisor (or the supervisor's designee), or have a member of the immediate family or a designated representative call, within one (1) hour prior to or one-half (1/2) hour after the time the employee was to report for duty, unless the delay is caused by a documented emergency. The employees assigned to positions requiring twenty-four (24) hour coverage in the Communications Center and those employees assigned to positions requiring sixteen (16) to twenty-four (24) hour coverage in the Detention Center are required to personally call a member of supervision, or have a member of the immediate family or a designated representative call, at least one (1) hour prior to the time the employee was to report for duty. An employee's personal certification will be accepted for absences of four (4) days or less unless the employee is subject to the provisions of Section 14.5 of this Article.

Section 15.4 - Holiday During Sick Leave. A holiday recognized under Section 12.1 of this Memorandum of Understanding shall not be counted as a sick day if it falls within the time an employee is on paid sick leave.

Section 15.5 - Abnormal Sick Leave Use. An employee whose absence pattern indicates a potential overuse or questionable use of sick leave may, after documented counseling by supervision, be placed on Exceptional Absenteeism Notice, during which time the employee will be required to submit a written physician's certificate for any sick leave absence. If an employee maintains a satisfactory attendance record for six (6) consecutive months after being placed on Exceptional Absenteeism Notice, such employee will no longer be subject to the requirements of this Section 14.5 until or unless the employee is again placed on Exceptional Absenteeism Notice.

Section 15.6 - Sick Leave Credit. As of January 1 of each year, an employee with one or more years of seniority shall be credited with the sick leave the employee would be entitled to accrue that year. If the employee leaves the service of the County having used more sick leave than the employee actually would have accrued, the value of such excess sick leave shall be reimbursed to the County.

Section 15.7 - Unearned Sick Leave.

(a) Grant of Leave. An employee with one (1) or more years of seniority can request an unearned sick leave extension of 210/240 hours maximum during a single year. This 210/240 hour extension will not be granted until the employee has used all earned and anticipated sick, vacation, personal leave and compensatory time. Under unusual circumstances, if approved by the Administrative Officer and Director of Personnel, an employee can request an advance of unearned sick leave beyond the limits as prescribed by this rule. An employee with less than one (1) year seniority can receive an extension only on an exception basis, subject to the approval of the Director of Personnel. The employee will first use all accrued sick, vacation, personal leave and compensatory time and, in addition, may be granted the employee's anticipated balance before the extension is granted. A probationary employee cannot receive unearned sick leave extensions, but may, under certain circumstances, be granted the employee's anticipated balance while on probation. Sick leave extension is granted for one (1) physician-certified illness or injury only. Any balance of the total amount granted which is unused returns to the County and a subsequent request for unearned sick leave must be processed as a new extension, subject to the 210/240 hour maximum annually.

(b) Reimbursement of Leave. All unearned sick leave granted must be "paid back" to the County when the employee returns. An employee cannot use paid sick leave until the negative balance is erased. If necessary, an employee with a negative sick leave balance can request a second unearned leave extension in a subsequent year. Such an extension, up to a maximum total negative balance of 210/240 hours, must also be "paid back" with earned sick leave time. If an employee terminates while still carrying a negative sick leave balance, the unearned leave extension and any anticipated leave used must be paid back to the County either in cash, as a deduction from the final paycheck or from the employee's retirement system account.

Section 15.8 - Overtime Computation. All hours for which an employee receives paid sick leave shall be considered hours worked for the purpose of computing overtime.

Section 15.9 - Family Illness. An employee may use up to 35/40 hours of sick leave for illness in the immediate family. With the approval of the Director of Personnel, additional sick leave may be used for illness in the immediate family. Immediate family is defined for the purpose of this sub-section as the spouse, child, legal dependent, or parent of the employee. The employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness, and the necessity for assisting the ill member of the immediate family.

ARTICLE 16 - LEAVES OF ABSENCE AND OTHER LEAVES

Section 16.1 - Leaves of Absence.

(a) Request for Leave. The Director of Personnel may approve leaves of absence without pay for periods of up to one (1) year. A request for a leave of absence without pay shall be submitted in writing to the Director of Personnel and state the reason the leave of absence is being requested and the approximate length of time off the employee desires. If approved, authorization for a leave of absence shall be furnished to the employee in writing. An employee does not earn sick leave or

vacation leave while on an unpaid leave of absence. An employee who accepts other employment while on a leave of absence shall automatically be terminated unless such other employment has been approved, in writing, by the Director of Personnel. During this leave, employees may continue participation in their health care and life insurance packages by assuming full premium costs.

(b) Return from Leave of Absence. An employee who returns from a leave of absence of more than six (6) months or from medical leave of any duration must be examined and certified by the Employee Health Clinic before returning to work. An employee who wishes to return from a leave of absence may be reinstated to the employee's former position if it is vacant, or placed on a certification list for a comparable position whenever a vacancy occurs.

Section 16.2 - Bereavement Leave. Four (4) days absence without loss of pay shall be permitted for the death of a parent, stepparent, child, stepchild, brother, sister or spouse. Three (3) days absence without loss of pay shall be permitted for the death of a grandparent, spouse's grandparent, grandchild, mother-in-law or father-in-law. One (1) day absence without loss of pay shall be permitted for the death of an aunt, uncle, brother-in-law, sister-in-law, stepbrother, stepsister, son-in-law or daughter-in-law; provided that one (1) day additional leave with pay may be granted, at the discretion of the Agency Head or Bureau Chief, when extensive travel is involved. Bereavement leave days must be used within ten calendar days of the date of death. Pre-scheduled vacation, sick, personal or compensatory leave may be changed to bereavement leave without charge against the employee's leave balance. Upon request by the Director of Personnel, the employee shall offer valid proof of relationship and date of death.

Section 16.3 - Jury Duty. Employees who are required to perform jury service shall be paid their regular salary. The employees summoned as jurors shall notify their supervisors immediately. Employees who report for jury duty and are dismissed shall report to work for the remainder of the working day. Such time spent on jury service will not be charged against any leave credits. Second-shift employees required to report for jury duty, and who are not dismissed from jury duty, shall not be required to report for work on the day they report for jury duty. Third-shift employees shall not be required to report for work for a shift which ends on the day they are required to report for jury duty.

Section 16.4 - Military Leave. All employees requesting military leave to fulfill reserve obligations in the Armed Forces of the United States or in the National Guard of the State of Maryland shall be granted not in excess of fifteen (15) days annually for such purposes. Such leave will not be charged against the employee's earned vacation, and the employee will be paid full pay during such absence. An employee scheduled for military training shall notify their supervisor at least thirty (30) days in advance of a regularly scheduled military training date that would conflict with the employee's work schedule. The supervisor will make every effort to accommodate the employee's military training schedule, but it is agreed that any change in schedule will not result in the employee receiving overtime and that the change in schedule will not result in an employee working seven (7) consecutive days. Military leave shall be considered as hours worked for the purpose of computing overtime.

Section 16.5 - Work Related Injury. When an employee suffers a disability resulting from an accident or illness found to be compensable under the State Worker's Compensation Act, said employee shall be allowed leave not to exceed twelve (12) months. If otherwise eligible, said leave shall begin on the next scheduled day following the day of the accident. Unless the employee is physically incapacitated and therefore

unable to comply, an employee may receive such 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. Payment, while on leave for this reason, shall be the amount calculated individually which will result in said employee receiving as close as practicable to their normal net pay. Every application form for such leave shall contain a statement by the employee, affirmed by the employee's supervisor, setting forth the details of the accident or illness and supported by the certification of a licensed physician, setting forth the nature and extent of the injury or illness and the probable period of disability. Leave granted under this Section shall be recorded on the employee's leave record card, but shall not be charged to any other type of leave. If incapacitated for the employee's regular assignment, the employee may be given other duties with the County for the period of recuperation. Unwillingness to accept such assignments as directed by the employee's department head or the County Administrative Officer will make the employee ineligible for leave under this regulation during the time involved. A physician who regularly examines employees as an official physician for the Baltimore County Employees' Retirement System shall determine the physical ability of the employee to continue working or to return to work.

Section 16.6 - Federation Leave. The Federation will be granted five (5) days off for Federation business, conventions, seminars, etc., per one hundred (100) employees of the Bargaining Unit, per year. If the Federation desires to use such leave, it must submit an oral request therefore, followed by written application for such leave, to the Labor Commissioner at least five (5) workdays prior to such use. Such leave may be denied by the Labor Commissioner only on the basis that it would unreasonably interfere with the County's operations.

ARTICLE 17 - SAFETY AND HEALTH

Section 17.1 - Safe and Healthy 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 for each post of duty of more than ten (10) employees, who will be responsible for reporting any hazardous or unsafe conditions observed or reported to the safety representative, to the appropriate supervisor in charge of that area or operation. If within a reasonable period of time corrective action is not taken, the safety representative may report the condition to the County Safety Officer. In those areas requiring twenty-four (24) hour operations, a safety representative will be designated for each duty shift of more than ten (10) employees. A list of all safety representatives will be supplied to the Federation during the first week of January. The Federation will also be notified of any changes of safety representatives. The Administration will initiate prompt and appropriate action to correct any unsafe working condition which is reported to, or observed by, the County Safety Officer. There will be annual safety inspections of all areas occupied by employees. The Federation may designate a representative at each post of duty who may participate in the annual inspection.

Section 17.2 - Flu Shots. The Administration will make free "flu shots" available annually on a voluntary basis to all employees, as determined necessary by a County medical officer.

Section 17.3 - Safety Equipment. Employees must use all safety equipment furnished them to enable employees to perform their work in a safe manner. The County shall provide one (1) pair of safety shoes per contract year to each employee, excluding correctional officers, who is required to wear safety shoes. The County shall compensate

each correctional officer (excluding dietary correctional officers) seventy dollars ($70) per contract year for uniform shoes. Highly visible shirts and coveralls shall be provided for all employees whose positions require them to be exposed to vehicular traffic.

Section 17.4 - Safety Committee. A Joint Committee shall be established with the goal of eliminating accidents and health hazards to the extent possible, which shall be comprised of a member of the Federation and a member of any other labor organization which has jurisdiction over the same location as this labor organization, and the County Safety Officer or the Officer's designee. Members of the Baltimore County Federation of Public Employees, AFT, AFL-CIO (Federation) have the right to attend Safety Committee meetings if such representative(s) have something substantive to present at such meetings. The Safety Committee shall meet not less than quarterly, at a time and place mutually agreeable.

Section 17.5 - Random Alcohol-and Drug-Testing.

(a) Pursuant to applicable Federal and State laws and regulations, the County may require the following employees to participate in a random drug and alcohol testing program: employees whose job requires a Maryland Commercial Driver's License (CDL) and/or who perform safety-sensitive duties such as driving, loading, operating, repairing, servicing, inspecting, or dispatching commercial vehicles, as identified in Federal and/or State law and regulations that require coverage by such a program. The County's program and its application shall conform to Federal and State constitutional and statutory requirements.

(b) The County may require the following employees who are regularly assigned to the Bureau of Corrections to participate in a random drug and alcohol testing program: uniformed employees and employees in safety-sensitive positions. The program shall be reviewed with the Federation before implementation and shall conform to Federal and State constitutional and statutory requirements.

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 Federation in order to obtain its written comments pertaining thereto and to meet with the Federation upon request. The Federation 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 Federation, 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 Federation concerning same upon request. The Federation agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the class specification from the Administration.

ARTICLE 19 - PENSION

Section 19.1 - Correctional Officers. Correctional Officers and Correctional Classification Officers will be provided a pension plan which will enable a Correctional Officer to retire after twenty (20) years of creditable service, without reference to age, with a minimum benefit payable of fifty percent (50%) of average final compensation, plus one percent (1%) for each year of creditable service in excess of twenty (20), provided such member shall have a minimum of twenty (20) years creditable service. Military credit, if applicable, shall be used to determine the level of benefit, and not eligibility for this pension.

Section 19.2 - Pension AFC. Average final compensation shall mean the average earnable compensation of an employee during the twelve (12) full consecutive months affording the highest average. The employee shall pay fifty percent (50%) of the cost of this benefit.

ARTICLE 20 - NO STRIKES OR LOCKOUTS

Section 20.1 - No Strikes. For the duration of this Memorandum of Understanding, the Federation, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-in, slowdown, cessation or stoppage of work, boycott, picketing, or other interference with, or interruption of, work at any of the operations. Inciting or inducing any such activity shall constitute cause for suspension or discharge under this Memorandum. In addition to any other liability, remedy or right provided by applicable law, when a stoppage of work, boycott, picketing or other interference with, or interruption of, the operations of the County occurs, the Federation, within twenty-four (24) hours of a request by the County, shall:

a. Publicly disavow such action by the employees.
b. Advise the County in writing that such action by employees has not been called or sanctioned by the Federation.
c. Notify employees of its disapproval of such action and instruct each employee to cease such action and return to work immediately.
d. Post notices on the Federation bulletin boards advising that it disapproves such action.

Section 20.2 - No Lockouts. The County shall not lock out its employees.

ARTICLE 21 - SUBCONTRACTING

Section 21.1 - Federation Notification. When the Administration contemplates or plans on using outside contractors to perform work which is presently performed by Pay Schedule I employees, the Administration shall notify the Federation of such plans sixty (60) calendar days before the plans are to be implemented by certified mail.

ARTICLE 22 - DURATION AND SCOPE OF MEMORANDUM

Section 22.1 - 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 Federation agree to meet and confer on the invalidated portion.

Section 22.2 - 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 Federation shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council.

Section 22.3 - Term of Memorandum of Understanding. This Memorandum of Understanding shall become effective July 1, 2005 and shall continue in full force and effect until June 30, 2006. This Memorandum of Understanding shall automatically renew itself as of July 1, 2005 and for yearly periods thereafter unless either party shall give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding prior to October 15, 2005 or October 15 of any subsequent year. If 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 25th day of May 2005.

BALTIMORE COUNTY FEDERATION OF PUBLIC EMPLOYEES, AFT, AFL-CIO

By: _____
Jeffrey Magness
President

By: _____
Edward Pedrick
Vice-President

By: _____
James Miller
Treasurer

By: _____
Donna Neumiester
Recording Secretary

By: _____
Graham Boyanich
Area IV Vice-President

By: _____
Graceann Shipe
Negotiations Committee Member

BALTIMORE COUNTY ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

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

By: _____
George E. Gay
Labor Commissioner

By: _____
Mark Ewing
Deputy Director of Human Resources

By: _____
Jay Liner
County Attorney

EXHIBIT A

MEMBERSHIP HAS ITS BENEFITS

Membership in the BCFPE pays dividends by enhancing our ability to negotiate better working conditions, while maintaining and improving job security, wages, and benefits. In addition members receive free insurance benefits as well as access to many other money saving benefits.

FREE UNION MEMBER BENEFITS

- ✓ **$1,000,000 Occupational Liability Insurance**
- ✓ **$25,000 Accidental Death & Dismemberment Insurance** ($50,000 on the job)
- ✓ **$10,000 Term Life Insurance**—fee the first year of membership, low group rates thereafter
- ✓ **Legal Defense**—up to $25,000 for legal defense against criminal complaints on the job
- ✓ **Certification & License Protection**—up to $5,000 for legal defense to protect certification or license

MONEY SAVING BENEFITS

- ✓ **AFT Plus Credit Card**—no annual fee, rate 2% below national average
- ✓ **Free & Discounted Legal Service**
- ✓ **Discount Ear Care, Dental, Vision, & Prescription Plans**
- ✓ **AFT Plus Union Sponsored Insurance Plans**—auto, homeowners, boats & Life, Long Term Care, and more
- ✓ **Car Rental, Theme Park, Hotel, & Motor Club Discount Programs**
- ✓ **Discount Movie Tickets**
- ✓ And Much More

Baltimore County Federation of Public Employees Membership Application

Name_____ Home Phone _____

Home Address _____ City _____ Zip_____

E-mail Address: _____

Department _____ Work Phone _____

Job Title _____

Location _____ SS# _____

Political Contributions (sign below)_____

BCFPE Dues _____

Please fill in **Total Biweekly** $_____

Please consider this your authority to deduct from my salary or wages biweekly an amount certified by the union as my regular current dues in accordance with the Constitution and By-Laws of the Baltimore County Federation of Public Employees. The amount deducted shall be paid to the Baltimore County Federation of Public Employees, FMTPE, AFT. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the current memorandum of understanding, the Baltimore County Code, or by my termination of employment. Dues paid to BCFPE may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

_____ date _____

Membership Signature

Please consider this your authority to deduct the above amount, if any, from my salary or wages biweekly and forward that amount to BCFPE COPE. This authorization is signed freely and voluntarily and not out of fear of reprisal and on the understanding that BCFPE COPE is engaged in joint fund-raising efforts with the AFT, AFL-CIO and will use the money contributed to that effort to make political contributions and expenditures in connection with federal, state, and local elections. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the current memorandum of understanding, the Baltimore County Code, or by my termination of employment. I understand that contributions and gifts to BCFPE COPE are not deductible as charitable contributions for federal income tax purposes.

_____ date _____

Political Contribution Signature

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EXHIBIT B

BALTIMORE COUNTY
COMPENSATION PLAN RULES AND REGULATIONS

REGULATION 10.01 I. Stand-by Pay

Classified employees in positions in grade 19 and below on Pay Schedule I or VI, or in the following classes on Pay Schedule I; Correctional Dietary Officer (40 hours), Correctional Officer (40 hours), Deputy Sheriff, Deputy Sheriff First Class, Emergency Communications Technician II (40 hours), Forensic Photographer, Forensic Services Technician I (40 hours), Highways Crew Chief (40 hours), Landfill Crew Chief (40 hours), Recreation and Parks Maintenance Crew Chief (40 hours), Traffic Road Marking Crew Chief (40 hours), Traffic Signal Construction Crew Chief (40 hours), and Utilities Crew Chief (40 hours) or in positions on Pay Schedule II, Pay Schedule V, or Pay Schedule III, who are required by their Department Heads, in writing, to serve in a recurring regularly scheduled stand-by duty assignment by being available at their homes or subject to call exclusively for work, following regular working hours or on Saturdays, Sundays, or holidays when such employee is not normally expected to work, shall be eligible for stand-by duty pay.

In accordance with a pre-determined authorized regular schedule for such stand-by duty, and subject to the following conditions, such employees shall be paid at one-fourth (1/4) their regular hourly rate for each hour spent on regularly scheduled stand-by assignments.

1. Hours compensated as stand-by duty shall not be counted in determining the total hours worked in a given workweek for overtime administration.
2. An employee not available for work after being assigned to stand-by duty will not receive any credit for stand-by duty during such official assignment.
3. In the event that such employees are actually called back to work during their stand-by assignments, such hours shall be deducted from the twenty-four (24) hour period before calculating stand-by pay.

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE I

STANDARD GRADES

Baltimore County Federation of Public Employees

Fraternal Order of Police, Lodge #25, Sheriff's Office

Effective July 1, 2005

	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)				
GRADE	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	19/20 YEARS*	25 YEARS	29/30 YEARS*
1	15,331	15,801	16,300	16,709	17,216	17,727	18,243	18,756	19,266	19,880	20,493
2	15,801	16,300	16,709	17,216	17,727	18,243	18,756	19,266	19,880	20,493	21,109
3	16,300	16,709	17,216	17,727	18,243	18,756	19,266	19,880	20,493	21,109	21,773
4	16,709	17,216	17,727	18,243	18,756	19,266	19,880	20,493	21,109	21,773	22,451
5	17,216	17,727	18,243	18,756	19,266	19,880	20,493	21,109	21,773	22,451	23,281
6	17,727	18,243	18,756	19,266	19,880	20,493	21,109	21,773	22,451	23,281	24,280
7	18,243	18,756	19,266	19,880	20,493	21,109	21,773	22,451	23,281	24,280	25,341
8	18,756	19,266	19,880	20,493	21,109	21,773	22,451	23,281	24,280	25,341	26,468
9	19,266	19,880	20,493	21,109	21,773	22,451	23,281	24,280	25,341	26,468	27,598
10	19,880	20,493	21,109	21,773	22,451	23,281	24,280	25,341	26,468	27,598	28,889
11	20,493	21,109	21,773	22,451	23,281	24,280	25,341	26,468	27,598	28,889	30,322
12	21,109	21,773	22,451	23,281	24,280	25,341	26,468	27,598	28,889	30,322	31,749
13	21,773	22,451	23,281	24,280	25,341	26,468	27,598	28,889	30,322	31,749	33,250
14	22,451	23,281	24,280	25,341	26,468	27,598	28,889	30,322	31,749	33,250	34,883
15	23,281	24,280	25,341	26,468	27,598	28,889	30,322	31,749	33,250	34,883	36,656
16	24,280	25,341	26,468	27,598	28,889	30,322	31,749	33,250	34,883	36,656	38,486

*Employees occupying the classes of Correctional Officer (40 Hours), Correctional Dietary Officer (40 Hours), Correctional Classification Officer (40 Hours), Correctional Corporal (40 Hours), Correctional Sergeant (40 Hours), Correctional Dietary Sergeant (40 Hours), Correctional Lieutenant (40 Hours), Deputy Sheriff, Deputy Sheriff First Class, Deputy Sheriff Sergeant and Deputy Sheriff Lieutenant will receive a longevity step upon the completion of 10, 15, 19, 25 and 30 years of service. All other Pay Schedule I employees will receive a longevity step upon the completion of 10, 15, 20, 25, and 29 years of service.

BALTIMORE COUNTY GOVERNMENT

PAY SCHEDULE I

STANDARD GRADES

Baltimore County Federation of Public Employees

Fraternal Order of Police, Lodge #25, Sheriff's Office

Effective July 1, 2005

	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)				
GRADE	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	MAXIMUM	10 YEARS	15 YEARS	19/20 YEARS*	25 YEARS	29/30 YEARS*
17	25,341	26,468	27,598	28,889	30,322	31,749	33,250	34,883	36,656	38,486	40,330
18	26,468	27,598	28,889	30,322	31,749	33,250	34,883	36,656	38,486	40,330	42,167
19	27,598	28,889	30,322	31,749	33,250	34,883	36,656	38,486	40,330	42,167	44,004
20	28,889	30,322	31,749	33,250	34,883	36,656	38,486	40,330	42,167	44,004	46,047
21	30,322	31,749	33,250	34,883	36,656	38,486	40,330	42,167	44,004	46,047	48,161
22	31,749	33,250	34,883	36,656	38,486	40,330	42,167	44,004	46,047	48,161	50,340
23	33,250	34,883	36,656	38,486	40,330	42,167	44,004	46,047	48,161	50,340	52,523
24	34,883	36,656	38,486	40,330	42,167	44,004	46,047	48,161	50,340	52,523	54,701
25	36,656	38,486	40,330	42,167	44,004	46,047	48,161	50,340	52,523	54,701	57,494
26	38,486	40,330	42,167	44,004	46,047	48,161	50,340	52,523	54,701	57,494	60,419
27	40,330	42,167	44,004	46,047	48,161	50,340	52,523	54,701	57,494	60,419	63,347
28	42,167	44,004	46,047	48,161	50,340	52,523	54,701	57,494	60,419	63,347	66,479
29	44,004	46,047	48,161	50,340	52,523	54,701	57,494	60,419	63,347	66,479	69,886
30	46,047	48,161	50,340	52,523	54,701	57,494	60,419	63,347	66,479	69,886	73,292
31	48,161	50,340	52,523	54,701	57,494	60,419	63,347	66,479	69,886	73,292	76,696
32	50,340	52,523	54,701	57,494	60,419	63,347	66,479	69,886	73,292	76,696	80,367

*Employees occupying the classes of Correctional Officer (40 Hours), Correctional Dietary Officer (40 Hours), Correctional Classification Officer (40 Hours), Correctional Corporal (40 Hours), Correctional Sergeant (40 Hours), Correctional Dietary Sergeant (40 Hours), Correctional Lieutenant (40 Hours), Deputy Sheriff, Deputy Sheriff First Class, Deputy Sheriff Sergeant and Deputy Sheriff Lieutenant will receive a longevity step upon the completion of 10, 15, 19, 25 and 30 years of service. All other Pay Schedule I employees will receive a longevity step upon the completion of 10, 15, 20, 25, and 29 years of service.

EXHIBIT D

TRAVEL POLICY

1. Purpose

In order to provide a uniform policy for administration of required and authorized County business travel by employees of all agencies, the following guidelines and procedures shall be adopted by all departments, effective November 29, 1979.

This policy supersedes and replaces all previously existing official or unofficial travel policies presently applied by any County agency.

2. Administration

Travel procedures will be based on information circulated and updated every fiscal year by the Office of Finance, which shall be charged with the responsibility for voucher verification, per diem averages for selected major cities, average travel timetables, air and train fare estimates, accommodation recommendations and other guideline information necessary to insure proper controls of travel expenses.

The individual agency heads shall be responsible for approving travel requests in their departments, and for insuring that travel reimbursement is neither excessive nor discriminatory in its application. Any supplementary procedures developed by the agencies shall be subject to the approval of the Administrative Officer. The agency head shall have the responsibility to determine whether a County vehicle or a privately-owned vehicle shall be used for such travel.

The County Administrative Officer, or the Administrative Officer's designee, shall monitor all travel expenses as reported quarterly by the Office of Finance.

3. Mileage Allowance

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

In the application of this allowance, the employee will be entitled to reimbursement for official travel which is authorized by the agency head or designee, other than that required to and from the employee's regularly assigned office or duty station, for the purpose of mileage allowance calculations.

When an employee is required to travel on official business from home to a location other than the regularly assigned office or duty station, whether on a workday or not, the employee shall be reimbursed for mileage in excess of the distance round-trip between the employee's home and the regularly assigned place of work or duty station. It is the employee's duty to keep accurate and timely records of travel, and to report such mileage as required by the agency for reimbursement.

4. Temporary Change of Work Location

An employee who is required to report to a different work site will be reimbursed for all extra travel connected with that transfer provided that the transfer is authorized or directed by the employee's supervisor and is temporary (1 two-week pay period or less) in nature. This allowance will only be paid for mileage beyond that normally traveled by the employee to the employee's regularly assigned place of work.

Travel allowance payments for temporary changes of work location beyond the two-week limitation must be specifically approved by the agency head, subject to the review of the Administrative Officer.

5. Tolls and Parking

Should authorized County business require an employee to pay tolls or parking charges beyond that usually required by travel to their regular work area, the employee shall be reimbursed for such tolls or parking. Parking costs will not be paid to employees who are required to report to the Towson area offices on a temporary change of work location (see No. 4 above).

6. Travel to Conferences, Workshops

Travel to approved conferences, meetings, workshops, training sessions and other work-related events shall be considered official County business. The agency head shall have the responsibility to determine whether a privately-owned or County-owned vehicle should be used for such trips. In planning travel, consideration shall be given to routes which minimize both time and cost to and from the destination.

Employees traveling on official County business are expected to exercise care in incurring expenses, and to avoid excessive or unnecessary costs by planning for the minimum amount of travel and the most economical mode of transportation to the destination. In all cases, the agency head, or designee, shall have final approval on advances and/or reimbursements for the agency's employees, consistent with the guidelines issued by the Office of Finance.

If it is determined that the most economical means of travel is by County vehicle, the "General Rules and Regulations for County Vehicles" shall be followed. Requests for overnight or out-of-state use of pool vehicles must be made prior to the first day of travel.

7. Receipts, Gratuities

Receipts will be required by the Office of Finance for expenses such as lodging, train/bus/airplane tickets, parking, tolls over $1.00, conference/registration fees, limousine fares and cleaning allowances. Actual expenses for items such as mileage, meals, gratuities, baggage handling charges and taxis will be reimbursed according to the schedule published by the Office of Finance.