

**Memorandum Of Understanding
Between
Baltimore County Administration**



**And the
Baltimore County
Deputy Sheriffs
Fraternal Order of Police Lodge #25**



July 1, 2019 - June 30, 2020

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

WHEREAS, the Baltimore County Administration ("Administration") and the Baltimore County Deputy Sheriffs, Fraternal Order of Police Lodge #25 ("FOP") desire to provide efficient public service to the citizens of Baltimore County, and;

WHEREAS, the FOP 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 FOP

Section 1.1 - FOP Recognition

The Administration recognizes the FOP 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 deputy sheriffs in Pay Schedule XIII of the Baltimore County Classification and Compensation Plan who have taken and subscribed the oath provided in Section 2-104 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

ARTICLE 2 - MANAGEMENT AND EMPLOYEE RIGHTS

Section 2.1 - Management Right

It is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and departments; set standards of services to be offered to the public; to determine the methods, means, personnel and other resources, including volunteers, by which the County's operations are to be conducted, including the contracting out of work if deemed necessary by the County; and to exercise control and discretion over its organization and operations. It is also the right of the County, subject to applicable provisions of this Memorandum of Understanding and in accordance with the County Charter and other applicable laws, to direct its employees; to hire, promote, transfer, assign or retain employees and to establish reasonable work rules; also to demote, suspend, discharge or take any other disciplinary action against its employees for just cause, provided, however, that nothing contained in this Section shall be deemed to deny the right of any employee to submit a grievance with regard to the exercise of such rights.

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 FOP, 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 - FOP Activities

(a) Designation of FOP Representatives

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

(b) FOP Activities

With the permission of the appropriate supervisor(s), FOP 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 FOP notices on bulletin boards designated for such purposes by the Administration; to transmit communications, authorized by the FOP, to the Administration or its representatives(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 FOP President with respect to the administration of this Memorandum of Understanding; 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.

Section 2.4- Court Operations

The Sheriff or his designee with the authority of the County shall have the right to deem the Friday after Thanksgiving a non-work day for all Sheriff's Office staff, permitting there is no interference with normal office functions or duties.

ARTICLE 3 - UNION SECURITY

Section 3.1 - FOP Membership

All employees covered by this Memorandum of Understanding who (a) are members of the FOP, or (b) all employees who are thereafter hired shall, as a condition of continued employment, maintain membership in the FOP or pay to the FOP a service fee in an amount not to exceed the then current FOP dues, in order to defray the cost incurred by the FOP 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 FOP, annually, to the Administration that more than forty percent (40%) of the employees covered by this Memorandum of Understanding are dues paying members of FOP Lodge #25.

Section 3.2 - 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 FOP. Failure to do so shall result in the FOP 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 FOP 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 FOP, 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 3.3 - Dues Checkoff

Upon receipt of a written authorization from an employee, in the form attached hereto as Exhibit "A", the Administration shall deduct from the wages due said employee each pay period, and remit to the FOP, monthly, at its headquarters, the biweekly dues as fixed by the FOP, or the equivalent service fee and/or deductions for FOP-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 FOP 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 3.4 - County Indemnification

The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the FOP 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.

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 and 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 procedures set forth in 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) Disciplinary hearings - It is understood that in no event shall any matter arising from a complaint against an employee which engages the requirements of the Law Enforcement Officers' Bill of Rights, Title 3, Subtitle 1 of the Public Safety Article of the Annotated Code of Maryland, be governed by the grievance procedures as established pursuant to this Memorandum of Understanding. It is further understood and agreed that all such matters shall proceed as mandated by the Law Enforcement Officers' Bill of Rights and all disciplinary proceedings instituted in connection therewith shall be conducted in accordance with the Law Enforcement Officers' Bill of Rights and as provided in Section 11.3 of this Memorandum of Understanding.

(c) Class Grievance - If a grievance affects a group of employees similarly situated, the FOP President may submit said grievance, in writing, directly at Step 2. Any such grievance must identify at least one grievant by name.

Section 4.2 - FOP Representation

An employee shall be entitled to FOP representation at each step of the grievance procedure. However, the FOP shall not be required to represent, for purposes of grievance hearings, those employees who are not dues-paying members of the FOP. 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 FOP, as long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding, and provided that the FOP 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 Sheriff 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 Director of Human Resources 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 Chief Deputy Sheriff or equivalent supervisor, as designated by the Sheriff, within five (5) workdays of the oral response. A meeting shall be held between the aggrieved employee, the employee's FOP 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 FOP 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 Sheriff within ten (10) workdays after the employee's receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's FOP representative and the Sheriff or the Sheriff's designee, and such other County representatives as may be designated, within ten (10) workdays of receipt of the written appeal. The Sheriff or the Sheriff'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 FOP representative.

Step 4. If the grievance is not settled at Step 3, the aggrieved employee may file a written appeal of the Sheriff's answer with the Director of Human Resources within ten (10) workdays after receipt of such answer. A meeting shall be held between the aggrieved employee, the employee's FOP representative and the Director or the Director's designee, and such other County representatives as may be designated, within fifteen (15) workdays after receipt of the written appeal. The Director or the Director'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 FOP 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 FOP representative. If the aggrieved employee (or the FOP President, in the case of a Class Grievance) fails to comply with the time limits set forth in this Article, or if the FOP 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 FOP 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 FOP by serving written notice of intention to appeal on the Director of Human Resources. 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 FOP representative of the Director or the Director's designee'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 FOP and the Administration. In no case may an employee use the mechanism for arbitration without the approval of the FOP.

(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, the Administration and the FOP shall jointly request The Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom shall be designated to act as arbitrator of the grievance. Selection shall be made by the Administration and the FOP 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 FOP 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 FOP. 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 FOP and shall be final and binding on the aggrieved employee or employees, the Administration and the FOP.

(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 Director of Human Resources' 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 FOP and the County Administration, except for any question involving the jurisdiction of the Personnel and Salary Advisory Board which may be appealed pursuant to Section 803 of the Charter of Baltimore County.

ARTICLE 6 - NO DISCRIMINATION

Section 6.1 - No Discrimination

In accord with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age (40 years and up), sex, sexual orientation, gender identity or expression, disability, marital status, race, color, creed, national origin, political affiliation, religious affiliation or genetic information.

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 (24) months.

Section 7.3 - Seniority List

The Administration shall maintain a list showing the seniority of all employees covered by the 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 FOP 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 who is covered by this Memorandum of Understanding 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 covered by this Memorandum of Understanding 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 five (5) 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 for 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 Human Resources 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 Human Resources 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 3S through 8S 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 3S through 8S 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.

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, a Deputy Sheriff and Deputy Sheriff First Class, 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, Deputy Sheriff, Deputy Sheriff First Class, Deputy Sheriff Sergeant, and Deputy Sheriff Lieutenant 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. (See Exhibit B.) 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

- (a) Effective June 30, 2020 pay schedule XII salary scale shall be increased by two (2%) percent. (Exhibit C)
- (b) Steps and longevities shall be guaranteed for fiscal year 2020.
- (c) For fiscal year 2020 if any other bargaining unit represented by a union receives a mutually agreed upon wage increase or any other form of compensation/fringe benefit including but not limited to premium pay, allowances special duty pay, reclassifications, pension and insurance, members of the Fraternal Order of Police Lodge 25 shall receive the same amount of increase on the same effective date.

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:

Employees Whose Regular Workday Consists of 7 Hours		
No. of Hours Worked in a Day	No. Of Meals	
<u>Regular Workweek</u>	11-13	1
	13 - 19	2
	19 - 24	3
<u>Scheduled Day Off</u>	4 - Less than 6	1
	6 - Less than 12	2
	12 - Less than 18	3
	18 Hrs to 24 Hrs	4

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

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.

Section 8.8 - Shift Differential

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 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.

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 (\$2,500). 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 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 employees shall receive a cleaning allowance of five hundred dollars (\$500) for uniform maintenance per contract year.

Section 8.13 - Field Training Officers

Deputy Sheriffs serving as Field Training Officers shall receive a differential of five dollars (\$5.00) per hour while serving in that capacity.

Section 8.14 – K-9 Handler Compensation

Employees who provide care and boarding for K-9 dog(s) for a 24-hour period will be allocated one hour per day for such care. Each K-9 deputy's work shift will be shortened by one hour. On leave days and on regular days off, each K-9 deputy will be provided with one hour of compensation at their regular rate of pay as provided on Pay Schedule XIII, if the deputy has custody of the dog(s) for a 24 hour period. Kenneling is available at the employee's option, and the County retains the right to kennel any K-9 dog. It is acknowledged that employees receiving handler compensation under this subsection will, in fact, receive wages in a manner that complies with the Fair Labor Standards Act.

Section 8.15 Funeral Benefit

The County will fund a Funeral Benefit that will provide reimbursement of up to \$15,000 for the actual funeral expenses incurred in the event a Pay Schedule XIII employee is killed on the job, subject to the requirements of the County policy adopted and administered by the County Administrative Officer.

ARTICLE 9 - HEALTH INSURANCE COMMITTEE AND COVERAGE

It is the Administration's intent that the Health Care Review Committee be a viable body during 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 Director of Human Resources.
- J. The Baltimore County Insurance Administrator.
- K. Depending on the nature of the issue before the Committee, others may be called upon for consultation and advice.

Section 9.1 (a) - Purpose and Scope of the Committee Responsibilities

The Health Care Review Committee will meet as needed, at the request of the Director of Human Resources and the Health Care Review Committee Chairperson, to exchange ideas and to evaluate health coverages. The Committee, in its advisory capacity, may make recommendations to the Administration as to the following:

- A. Health coverage costs.
- B. New and different benefit offerings.
- C. Plan designs.
- D. Cost containment measures.
- E. Internal health care educational communications.
- F. By mutual agreement, other areas of health benefit coverage not specifically specified above.

In order for the Committee to carry out its responsibilities, appropriate financial utilization data that the Administration possesses, or may readily obtain, will be shared with the Committee upon request.

Section 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 national Preferred Provider Organization (PPO) type Plan that provides in-network and out-of-network benefits. The plan design shall be as follows:

	IN-NETWORK	OUT-OF-NETWORK
Coinsurance	85%	75%
Annual Deductible	\$200/\$400	\$300/\$600
Out of Pocket Maximum	\$1,000/\$2,000	\$1,500/\$3,000
Primary Care Copay	\$15	75% after deduct
Specialist Copay	\$25	75% after deduct

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

The County shall provide one Open Access Health Maintenance Organization (HMO) and one alternative HMO. These plans will also be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

Subsidy

Employees hired prior to July 1, 2007, the following subsidies shall apply to the total premium for health care:

PPO	County	Employee
December 1, 2012	80%	20%

December 1, 2013	80%	20%
December 1, 2014	79%	21%
December 1, 2015	77%	23%
December 1, 2016	75%	25%

Open Access HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

Employees hired after July 1, 2007, the following subsidies shall apply to the employees individual premiums for health care after September 1, 2007. The County will subsidize a percentage difference between the individual and dependent coverage.

PPO	County	Employee	% of Difference w/Dependents
December 1, 2012	80%	20%	75%
December 1, 2013	80%	20%	75%
December 1, 2014	79%	21%	74%
December 1, 2015	77%	23%	72%
December 1, 2016	75%	25%	70%

Open Access HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%
December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%
December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

Contracts with Health Care Plans - Health Care Plan Vendors and benefits shall be mutually agreed upon by the Administration and the collective employee representatives to the Health Care Review Committee.

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

The County will contribute toward the premium for available benefit plans in accordance with the County's Policy, on Insurance Benefits for Baltimore County retirees. Employees who retire from county service shall have the subsidy provided for in Exhibit E.

County retirees who would otherwise reach Medicare eligibility age, but who do not qualify on their own or through a spouse for Medicare coverage, will be allowed to remain in the County health plans offered to non-Medicare retirees. Upon reaching Medicare eligibility age, the County subsidy will be Exhibit E.

Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available through pension check deductions at 100% of the premium with no county subsidy.

Employees, who are hired after July 1, 2007 and then retire, shall have the subsidy for Health Insurance and Medicare provided for in Exhibit F.

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	September 1, 2007	\$50/\$100
	September 1, 2008	\$60/\$120
	September 1, 2009	\$70/\$140
	September 1, 2010	\$80/\$160
	September 1, 2011	\$100/\$200

Annual Maximum	\$1,500 per Individual
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Coinsurance:

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, 2011 will be as follows:

September 1, 2007	50%
September 1, 2008	55%
September 1, 2009	60%
September 1, 2010	65%
September 1, 2011	75%

Thereafter, the plan, benefit, and County/Employee premium contributions shall be subject to negotiations through the Health Care Review Committee. Retirees may participate in the Traditional Dental Plan at 100% of the premium with no County Subsidy.

Managed Dental Plans - The County will offer two managed dental plans. If one plan fails to offer acceptable service or ceases service, the County may withdraw it from the benefits package following approval by a majority of the Employee Representatives on the Health Care Review Committee. The County contribution toward the managed Dental plans for active employees and non-Medicare eligible retirees will be 75%. Medicare retirees may continue the Managed Dental Plans at 100% of the premium with no County Subsidy.

Section 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 CIGNA OAP and OAPIN Medical plans

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 102 day supply
\$5 copay for Generic Drug	\$10 copay for Generic Drug
\$20 copay for Brand Formulary Drug	\$40 copay for Brand Formulary Drug
\$35 copay for Brand non-Formulary Drug	\$70 copay for Brand non-Formulary Drug

Effective January 1, 2015

Prescriptions filled at retail pharmacies – up to 34 day supply	Prescriptions filled through Mail Order pharmacy – up to 102 day supply
\$12 copay for Generic	\$24 copay for Generic Drug
\$30 copay for Brand Formulary Drug	\$60 copay for Brand Formulary Drug
\$45 copay for Brand non-Formulary Drug	\$90 copay for Brand non-Formulary Drug

Medicare Supplemental RX Deductible:	Effective September 1, 2007 \$75 person/year
	Effective September 1, 2008 \$100 person/year

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

Prescription plans shall be included with the medical plans.

Section 9.5 – Vision Plan

The County shall provide a Vision Plan to County employees, non-Medicare eligible retirees and their eligible dependents. The County shall pay 90% of the premium cost of the optical plan and the enrolled employee or retiree shall pay 10% of the premium cost. Beginning September 1, 2005 the county shall provide a managed vision network. Medicare retirees may continue the Vision Plan at 100% of the premium with no County Subsidy.

The Vision plan shall provide both in network and out of network coverage as follows: Benefits	In-Network Davis Provider Member Pays	Out-of-Network
Routine Eye Exam	No copay	Plan reimburses up to \$45, member pays the balance
Frames - Tower Collection (Fashion)	\$10	N/A
Frames - Tower (Upgrade)	\$30	N/A
Frames - Non-Tower	Out-of-Pocket cost varies	Plan reimburses up to \$35, member pays the balance
Lenses - Single Vision	Included with frames	Plan reimburses up to \$40, member pays the balance
Lenses - Bifocal/Trifocal	Included with frames	Plan reimburses up to \$60/90, member pays the balance
Contact Lenses (in lieu of eyeglasses)	\$10 copay on formulary or \$75 Single/\$95 Bifocal contact lens allowance towards provider supplied	Plan reimburses up to \$75/\$95 member pays the balance (Single/Bifocal)

Section 9.6 – Hearing Aid Benefit

The County shall provide a hearing aid benefit to employees and non-Medicare eligible retirees enrolled in the plan. Effective 01/01/2014 the PPO Plan and the Open Access HMO Plan shall pay 100% of the allowed benefit with an unlimited dollar maximum. Members are limited to 2 hearing aids every 3 years.

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 to the cost of the Medicare Supplemental plan for Medicare eligible retirees as provided for in Exhibit F.

Section 9.10 - Information Access

The HCRC shall receive the monthly paid claims, administrative fees, and enrollment for the self-insured Medical, Dental, Pharmacy and Vision plans by line of coverage. In addition, the HCRC will receive quarterly and annual reports for those plans upon receipt of those reports from the vendor.

The County will further supply reports made available to it, including Rebates Reports, by the Prescription plan vendor, HMO medical plans, and managed dental plan vendors upon receipt of said reports from the plan administrators.

The HCRC will also receive monthly, a variance report that compares the budget to the actual paid claims experience.

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

ARTICLE 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.

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

A "regular workday" shall consist of eight (8) consecutive hours of work within a workday, inclusive of a

one half-hour paid meal period. The consecutive hour definition of workday above shall not include those departments or agencies where this is not current practice. The FOP agrees that in the future it will not unreasonably withhold its approval of any further changes in the definition of workday.

Section 10.5 - Flextime and Alternative Work Schedules

Flextime may be established on a department-by-department basis, by mutual agreement of the Administration and FOP. 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.

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.

The FOP President shall be notified by the Sheriff in writing, by certified mail, of the suspension pending termination of an employee at the same time as the employee is notified.

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.

Section 11.3 - Hearing Board

In accordance with sec. 3-107 (c) (4) of the Public Safety Article of the Annotated Code of Maryland, an employee who has not been offered summary punishment may elect the following alternate method of forming a hearing board:

- (i) The Sheriff shall appoint a three member board;
- (ii) Each Member must be an active duty sworn member of a Maryland law enforcement agency other than the Baltimore County Sheriff's Department, with no more than one member from any single agency;
- (iii) At least one member must be of the same or equivalent rank as the charged employee;
- (iv) The charged employee shall be entitled to strike any one member of the proposed hearing board for no cause. The strike must be executed within five (5) working days (excluding Saturday and Sunday) of the charged employee being advised of the board's appointment. In such event, the Sheriff shall appoint a replacement member.

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 FOP 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 - Furlough or Lay-off

Bargaining unit members shall not be furloughed or laid off in fiscal year 2017, 2018 and 2019.

Section 12.4 – Parking

There shall be no cost to employee parking provided to bargaining unit member.

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 Un-worked Holidays

Employees shall receive their regular straight-time pay for an un-worked holiday.

Section 13.3 - Holiday Work Pay

Employees who work on the holiday shall be paid for all hours worked on the holiday in addition to the holiday pay specified under Section 13.1 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 un-worked 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 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.

(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.

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	96 Hours per Year	192 Hours
6 - 10	120 Hours Per Year	240 Hours
11 - 15	160 Hours per Year	320 Hours
16 and Over	200 Hours per Year	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 8 hours vacation per month, as of the 15th of the month, during the first year of employment. 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.

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 Human Resources and Budget 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 thirty (30) days prior to conflict, 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 ten (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 Worker's Compensation Act 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 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 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. 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 15.5 of this Article.

Section 15.4 - Holiday During Sick Leave

A holiday recognized under Section 13.1 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 15.5 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 hours maximum during a single year. This 210 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 Human Resources, 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 Human Resources. 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 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 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 40 hours of sick leave for illness in the immediate family. With the approval of the Director of Human Resources, additional sick leave may be used for illness in the immediate family. Immediate family is defined for the purpose of this 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 Human Resources 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 Human Resources 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 Human Resources. 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, spouse, stepbrother or stepsister. Three (3) days absence without loss of pay shall be permitted for the death of a grandparent, spouse's grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law. One (1) day absence without loss of pay shall be permitted for the death of an aunt, uncle, son-in-law or daughter-in-law; provided that one (1) day additional leave with pay may be granted, at the discretion of the Sheriff 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 Human Resources, 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 Maryland 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 Sheriff 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 - FOP Leave

The FOP will be granted two hundred and fifty (250) hours of leave per year for FOP business, which may include FOP conventions and seminars. Leave for negotiations, as authorized by the Director of Human Resources, shall not be charged against this total. The employees entitled to use FOP leave shall be determined by the FOP President or his designee. Such leave may be taken only with the written approval of the Director of Human Resources. Leave requests should be submitted in writing at least five (5) workdays prior to use. FOP leave may be denied by the Director of Human Resources 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. 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 FOP 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 Health officer.

Section 17.3 - Safety Equipment

- a. Employees must use all safety equipment furnished them to enable employees to perform their work in a safe manner.
- b. Employees shall be provided a gun allowance of one hundred and fifty dollars (\$150) in their first payroll of December to assist them in any expenses related to off duty training or proficiency practice.

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 FOP in order to obtain its written comments pertaining thereto and to meet with the FOP upon request. The FOP 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 FOP, 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 FOP concerning same upon request. The FOP 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

BENEFITS PROVIDED

- Normal and discontinued service retirement upon meeting age and service requirements
- Occupational disability benefits upon entry into the System
- Disability benefits for non-occupational related injury or illness upon attaining 5 years of creditable service if hired prior to 7/1/07 or 10 years of creditable service if hired on or after 7/1/07
- Occupational death benefits resulting from an injury in actual performance of the job
- Non-occupational death benefit coverage after one year of creditable service
- Credit for unused sick leave and military service
- Service credit for transfer time from a Maryland state or local municipal retirement system
- Cost of living adjustments are provided if sufficient excess earnings exist in the Fund
- DROP eligibility if hired prior to 7/1/07

NORMAL SERVICE RETIREMENT BENEFITS

Members hired prior to 7/1/07 are eligible for normal service retirement after the attainment of age 60 with 5 years of creditable service or after 20 years of creditable service regardless of age. Members hired on or after 7/1/07 are eligible for normal service retirement after the attainment of age 67 with 10 years of creditable service or after 25 years of creditable service regardless of age. Members will earn 2.5% of Average Final Compensation (AFC) times the number of years of creditable service up to 20 years plus 2% of AFC times the number of years of creditable service in excess of 20 years. Members hired prior to

7/1/07 and retiring with less than 20 years of creditable service will earn $1/55^{\text{th}}$ of AFC times the number of years of creditable service if they are age 60 as of 6/30/07 and attain 5 years of creditable service or retire at age 65 with 5 years of creditable service. All other members hired prior to 7/1/07 and retiring with less than 20 years of creditable service will earn $1/55^{\text{th}}$ of AFC times the number of years of creditable service prior to 7/1/07 and $1/70^{\text{th}}$ of AFC times the number of years of creditable service on or after 7/1/07. For members hired prior to 7/1/07, AFC is the rate of annual earnable compensation during the highest 12 consecutive months of service. For members hired on or after 7/1/07, AFC is the rate of annual earnable compensation during the highest 36 consecutive months of service.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

A Back DROP is available to Correctional Officers and Deputy Sheriffs under which eligible active members may elect to receive a lump sum payment at retirement in exchange for a reduced monthly benefit for life. In order to be eligible for the DROP, members must be hired on or before 7/1/07, have at least 27 years of qualifying service, including credit for unused sick leave and military service. There is no credit for other jurisdiction service or service as a general employee. The DROP monthly pension benefit will be determined as of a date that is a specified number of years in the past (the "look-back" date) based on the plan provisions and the member's salary and service at that earlier date, and the lump sum payment will be based on an assumed accumulation of member contributions and monthly payments during the period from the "look-back" date to the actual retirement date. The length of the DROP may be 3 years for 27 years of qualifying service, 3, $3\frac{1}{2}$ or 4 years for 28 years of qualifying service and 3, $3\frac{1}{2}$, 4, $4\frac{1}{2}$ or 5 years for 29 years of qualifying service. The DROP election is made retroactively when the member is ready to retire. AFC is determined as if the member had retired at the beginning of the DROP. The DROP Allowance equals 64% of AFC plus an amount equal to 2% times AFC times the excess of the full and fractional years of DROP Service over 24 years.

The Retirement Allowance paid after the retirement date will equal the DROP Allowance less any reduction for a survivorship option. The reduction will be based on the member's and beneficiary's ages at the actual retirement date, not their ages at the DROP "look-back" date. Pension payments credited to the DROP account will be increased for COLAs just as if the member had retired at the beginning of the DROP. Member contributions made during the DROP period will be credited to the DROP account. The DROP will be credited with 5% interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions. The DROP accumulation may be paid to the member in a single lump sum or rolled over into an eligible plan such as an IRA. The distribution must be taken at the actual retirement date. DROP elections may only be made by the member at the date of service retirement. If the member dies in active service, the surviving beneficiary will not be allowed to make a DROP election.

The first retirements for a 3-year DROP cannot occur before July 1, 2010, a $3\frac{1}{2}$ -year DROP cannot occur before January 1, 2011, a 4-years DROP cannot occur before July 1, 2011, a $4\frac{1}{2}$ -year DROP cannot occur before January 1, 2012, and 5-year DROP cannot occur before July 1, 2012.

RETIREMENT OPTIONS

ERS provides a retiring member with a choice of taking the maximum allowance or an optional survivorship option. An optional allowance may provide a lump sum payment or a continued monthly allowance for the beneficiary. The selection of any option actuarially reduces the maximum allowance based on the option and the ages of the retired member and the beneficiary as of the date of retirement.

Maximum Allowance - Unreduced retirement allowance with no provisions for continued payments after the retired member's death. All benefits cease at the time of the retired member's death.

Option 1 - Reduced benefit. If the retired member dies before receiving in annuity payments the total contributions, plus interest accumulated in their account at the time of retirement, any remaining balance will be paid in a one-time, lump-sum payment to the designated beneficiary or beneficiaries. All monthly benefits cease at the time of the retired member's death. Under this option, the retiree may change the beneficiary even after receiving the first monthly payment and can also designate multiple beneficiaries.

Option 2 - Reduced benefit. Upon the death of the retired member, 100% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 3 - Reduced benefit. Upon the death of the retired member, 50% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 4 - Reduced benefit. Allows any portion of the retired member's allowance, the amount to be determined by the retired member, to continue throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 5 - Reduced benefit. Allows 100% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the Maximum Allowance described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

Option 6 - Reduced benefit. Allows 50% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the maximum described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

MILITARY SERVICE CREDIT

Upon vesting, a member may be eligible to receive retirement credit for up to four years of active duty military service, on a year-for-year basis. Application for military credit can be made up until the time of retirement. To apply, a member must bring their DD214 to the Retirement Office and complete an

Application for Military Credit. Active duty service credit will be verified and added to the member's account.

CREDIT FOR UNUSED SICK LEAVE

When a member's final retirement benefit is calculated, a member receives service credit for unused sick leave. One month of service credit shall be granted for every 22 days of unused sick leave. A remainder of 11 days or more will be rounded up to the next full month. Sick leave shall not be used to determine membership service required for the following: death benefit; ordinary disability; vesting; early retirement or average final compensation.

WITHDRAWING FROM THE SYSTEM

Members may withdraw from the System and receive their accumulated contributions only upon termination of employment. If employment is resumed and membership reinstated, no loss of prior service will occur if all accumulated contributions that were withdrawn are redeposited with interest to date of redeposit. Employees reenrolling under such conditions may not take a normal service retirement or an ordinary disability retirement for three years after reenrollment.

TRANSFER OF SERVICE CREDIT

If a new member was employed by the State of Maryland or any other jurisdiction within Maryland immediately prior to employment with Baltimore County, they may be eligible for transfer of prior retirement system service credit. In accordance with State law, new employees have only one year from the date of membership with ERS to claim prior service credit and provide accumulated contributions to ERS. To qualify for transfer service credit, there must be no break in employment greater than 90 days and no employment elsewhere within the break. It is the employee's responsibility to initiate this transfer process with this one-year limitation period. No exceptions are allowed.

CONTRIBUTIONS

Employee contributions into the Retirement System are made through automatic payroll deductions. Retirement deductions are non-taxable, reducing the taxable income reported on the member's W-2 Form.

Employees hired before July 1, 2007

1. Effective July 1, 2016 pay schedule XIII employees who contribute less than 6.50% of their salary toward their pension shall increase their contribution to the rate of 6.50% of salary toward their pension.
2. Effective July 1, 2017 pay schedule XIII employees who contribute less than 7.00% of salary toward their pension shall increase their contribution to the rate of 7.00% of salary toward their pension.
3. Effective July 1, 2018 pay schedule XIII employees who contribute less than 7.50% of salary toward their pension shall increase their contribution to the rate of 7.50% of salary toward their pension.
4. Effective July 1, 2016 pay schedule XIII employees contributing more than 7.50% of their salary toward their pension shall have the contribution rate set at 7.50%

Employees hired after July 1, 2007 but before July 1, 2011.

Effective July 1, 2011, employees shall contribute eight percent (8%) of their base salary toward their pension.

Employees hired after July 1, 2011.

Effective July 1, 2011, employees shall contribute ten percent (10%) of their base salary toward their pension.

RETIREE COST OF LIVING ADJUSTMENTS (COLAs)

1. The System provides COLAs to eligible retirees only if sufficient excess investment income exists in the Post Retirement Increase Fund to provide a minimum one percent increase. To receive a retiree COLA, a retiree must be retired for at least 12 months as of June 30 plus an additional four years following retirement. The Post Retirement Increase fund (PRIF) shall be reduced from eight (8%) percent to six (6%) percent. Retiree COLAs range from 1% to 3% and are based on the change in the Consumer Price Index (CPI-U) for the 12 months ended December. COLAs are effective in July and are granted independently of employee COLAs.
2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

RETIREMENT FILING PROCEDURES

Select a retirement date and benefit option.

Schedule an appointment 2-3 months before your retirement effective date.

Bring your birth certificate to your appointment.

Spouses are welcome to attend.

Board of Trustees must approve your application.

The Insurance Office of your employer will set up insurance deductions for eligible members.

The Retirement Office will confirm final monthly benefit allowance and option by letter.

Benefit payments will be dated and payable on the last banking date of the month.

Retirees are required to bring a voided check and sign up for direct deposit.

PENSION MODIFICATIONS

Employees hired on or after July 1, 2010 will be excluded from buying back retirement time.

Employees who opted not to join the retirement system during their first two years of service shall have until June 30, 2012 to make a selection to buy back the time.

Employees who file for an Ordinary Disability retirement may have it changed to a Normal Service Retirement if they are eligible for a Normal Service Retirement.

Accidental Disability: Exhibit G.

ARTICLE 20 - NO STRIKES OR LOCKOUTS**Section 20.1 - No Strikes**

For the duration of this Memorandum of Understanding, the FOP, 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 FOP, 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 FOP.
- 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 FOP bulletin boards advising that it disapproves such action.

Section 20.2 - No Lockouts

The County shall not lock out its employees.

ARTICLE 21 - DURATION AND SCOPE OF MEMORANDUM

Section 21.1 – 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 FOP agree to meet and confer on the invalidated portion.

Section 21.2 - Implementation of Memorandum of Understanding

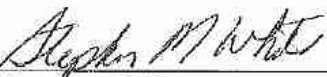
The Administration shall introduce all legislation necessary to implement and give full force and effect to the provisions of any Memorandum of Understanding negotiated to succeed this Memorandum of Understanding and the Administration and FOP shall support all such legislation, both before the Personnel and Salary Advisory Board and the County Council.

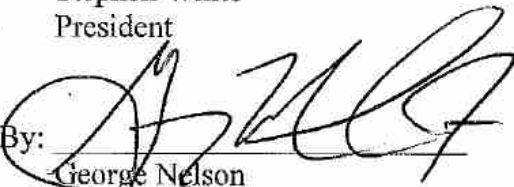
Section 21.3 - Term of Memorandum of Understanding


This Memorandum of Understanding shall become effective July 1, 2019 and shall continue in full force and effect until June 30, 2020. This Memorandum of Understanding shall automatically renew itself as of July 1, 2020 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, 2020 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 27th day of June, 2019.

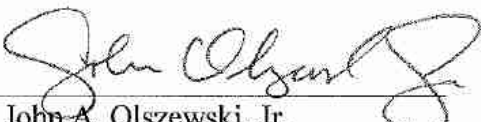
Baltimore County Deputy Sheriff's
Fraternal Order of Police Lodge #25

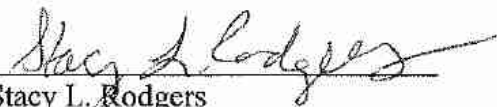
By: 
Stephen White
President


By: 
George Nelson
Secretary

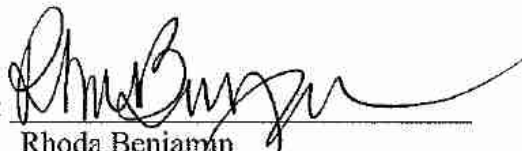
By: 
Charles Kish
Treasurer

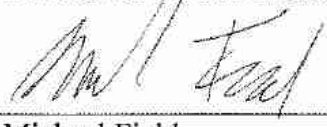
Baltimore County Administration
Baltimore County, Maryland

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

By: 
Stacy L. Rodgers
County Administrative Officer

By: 
Drew Vetter
Deputy County Administrative Officer

By: 
Rhoda Benjamin
Director of Human Resources

By: 
Michael Field
County Attorney

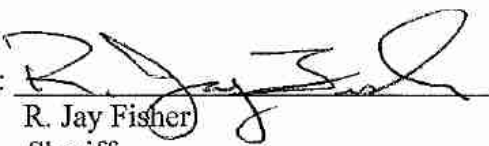
By: 
R. Jay Fisher
Sheriff

EXHIBIT A



Baltimore County Sheriff 's Lodge #25
P.O. Box 6135
Baltimore, MD 21285-6135

SOCIAL SECURITY NUMBER: _____

PRINT NAME: _____

EMPLOYEE ID: _____

I, the undersigned, hereby authorize the Baltimore County Office of Finance to deduct from my salary or wages earned by me an amount certified by the F.O.P. as my regular current dues. The amount deducted shall be paid to Fraternal Order of Police Lodge #25, Baltimore County Sheriff's Lodge, as my duly authorized representative on matters relating to wages, hours, and other conditions of employment in order to promote, and protect my economic welfare. This authorization shall continue in effect for one year and shall be automatically renewed thereafter unless revoked within thirty (30) days prior to my dues deduction anniversary date or by my termination of employment, or as provided for in Section 3.4 of the Memorandum of Understanding.

Dues are not deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Dues 26 Pay Periods \$10.00 per pay _____

DATE: _____ SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMPLOYER: BALTIMORE COUNTY MARYLAND

**BALTIMORE COUNTY
CLASSIFICATION AND COMPENSATION PLAN RULES AND REGULATIONS**

REGULATION 10.01 C. OVERTIME COMPENSTION FOR EMPLOYEES IN POSITION

ON PAY SCHEDULE XIII:

SUCH EMPLOYEES IN THIRTY-FIVE (35) HOUR PER WEEK CLASSES SHALL RECEIVE PAYMENT OR COMPENSATORY LEAVE, AT THEIR OPTION, WORK SCHEDULES PERMITTING AT STRAIGHT TIME FOR ALL HOURS WORKED UP TO FORTY (40) PER WEEK. OVERTIME HOURS BEYOND FORTY (40) PER WEEK FOR SUCH EMPLOYEES SHALL BE COMPENSATED AT ONE AND ONE-HALF (1-1/2) TIMES THEIR REGULAR HOURLY RATE, AND SUCH EMPLOYEES SHALL RECEIVE PAYMENT OR COMPENSATORY LEAVE, AT THEIR OPTION, WORK SCHEDULES PERMITTING. SUCH EMPLOYEES IN FORTY (40) HOUR PER WEEK CLASSES SHALL RECEIVE PAYMENT OR COMPENSATORY LEAVE, AT THEIR OPTION, WORK SCHEDULES PERMITTING, AT ONE AND ONE-HALF (1-1/2) TIMES THEIR REGULAR HOURLY RATE FOR ALL HOURS WORKED IN EXCESS OF THEIR REGULARLY SCHEDULED WORKWEEK. WHEN

SUCH EMPLOYEES ARE REQUIRED TO WORK ON THEIR REGULARLY SCHEDULED DAY OFF, AND SUCH WORK RESULTS IN THIS DAY BECOMING THE SEVENTH (7TH) CONSECUTIVE DAY OF ACTUAL WORK, THEY SHALL BE PAID AT TWO (2) TIMES THEIR REGULAR HOURLY RATE FOR ACTUAL HOURS WORKED ON SUCH SEVENTH (7TH) DAY.

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: Animal Services Field Officer I (40 Hours), Animal Services Field Officer II (40 Hours), Correctional Dietary Officer (40 Hours), Correctional Officer (40 Hours), Emergency Communications Technician Trainee (40 Hours), Emergency Communications Technician I (40 Hours), Emergency Communications Technician II (40 Hours), Emergency Communications Assistant Supervisor (40 Hours), Emergency Communications Supervisor (40 Hours), Environmental Associate (40 Hours), Environmental Health Specialist I, Environmental Health Specialist II, Forensic Photographer, Forensic Services Technician I (40 Hours), Highways Crew Chief (40 Hours), Landfill Crew Chief (40 Hours), Pollution Control Analyst I (40 Hours), Pollution Control Analyst II (40 Hours) (Options), Recreation and Parks Maintenance Crew Chief (40 Hours), Storekeeper II (40 Hours), Traffic Road Marking Crew Chief (40 Hours), Traffic Signal Construction Crew Chief (40 Hours), and Utilities Crew Chief (40 Hours) OR IN THE FOLLOWING CLASSES ON PAY SCHEDULE XIII: DEPUTY SHERIFF, DEPUTY SHERIFF FIRST CLASS, DEPUTY SHERIFF SERGEANT, DEPUTY SHERIFF LIEUTENANT, 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 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 XIII
STANDARD GRADES
Fraternal Order of Police, Lodge #25, Sheriff's Office
Effective June 30, 2020

BASE ANNUAL RATES							LONGEVITY ANNUAL RATES				
(In Dollars)							(In Dollars)				
<u>GRADE</u>	<u>MINIMUM</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>MAXIMUM</u>	<u>10 YEARS</u>	<u>15 YEARS</u>	<u>19 YEARS</u>	<u>25 YEARS</u>	<u>30 YEARS</u>
1S	38,680	40,508	42,497	44,658	46,887	49,133	51,372	53,611	56,098	58,673	61,329
2S	40,508	42,497	44,658	46,887	49,133	51,372	53,611	56,098	58,673	61,329	63,988
3S	42,497	44,658	46,887	49,133	51,372	53,611	56,098	58,673	61,329	63,988	66,642
4S	44,658	46,887	49,133	51,372	53,611	56,098	58,673	61,329	63,988	66,642	70,044
5S	46,887	49,133	51,372	53,611	56,098	58,673	61,329	63,988	66,642	70,044	73,608
6S	49,133	51,372	53,611	56,098	58,673	61,329	63,988	66,642	70,044	73,608	77,173
7S	51,372	53,611	56,098	58,673	61,329	63,988	66,642	70,044	73,608	77,173	80,991
8S	53,611	56,098	58,673	61,329	63,988	66,642	70,044	73,608	77,173	80,991	85,141

TRAVEL POLICY

1. Purpose

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

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

2. Administration

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

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

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

3. Mileage Allowance

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

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

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

4. Temporary Change of Work Location

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

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

5. Tolls and Parking

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

6. Travel to Conferences, Workshops

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

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

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

7. Receipts, Gratuities

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

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

EXHIBIT E-1

Current CY12 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
11	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%
12	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
13	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
14	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
15	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
16	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
17	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
18	45.0%	45.0%	45.0%	45.0%	45.0%	45.0%
19	47.5%	47.5%	47.5%	47.5%	47.5%	47.5%
20	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
21	52.5%	52.5%	52.5%	52.5%	52.5%	52.5%
22	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
23	57.5%	57.5%	57.5%	57.5%	57.5%	57.5%
24	60.0%	60.0%	60.0%	60.0%	60.0%	60.0%
25	63.3%	65.0%	62.5%	80.0%	90.0%	75.0%
26	66.6%	70.0%	65.0%			
27	69.9%	75.0%	67.5%			
28	73.2%	80.0%	70.0%			
29	76.5%	85.0%	72.5%			
30	80.0%	90.0%	75.0%			

New CY15 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	24.0%	24.0%	24.0%	24.0%	24.0%	24.0%
11	26.5%	26.5%	26.5%	26.5%	26.5%	26.5%
12	29.0%	29.0%	29.0%	29.0%	29.0%	29.0%
13	31.5%	31.5%	31.5%	31.5%	31.5%	31.5%
14	34.0%	34.0%	34.0%	34.0%	34.0%	34.0%
15	36.5%	36.5%	36.5%	36.5%	36.5%	36.5%
16	39.0%	39.0%	39.0%	39.0%	39.0%	39.0%
17	41.5%	41.5%	41.5%	41.5%	41.5%	41.5%
18	44.0%	44.0%	44.0%	44.0%	44.0%	44.0%
19	46.5%	46.5%	46.5%	46.5%	46.5%	46.5%
20	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%
21	51.5%	51.5%	51.5%	51.5%	51.5%	51.5%
22	54.0%	54.0%	54.0%	54.0%	54.0%	54.0%
23	56.5%	56.5%	56.5%	56.5%	56.5%	56.5%
24	59.0%	59.0%	59.0%	59.0%	59.0%	59.0%
25	62.3%	64.0%	61.5%	79.0%	89.0%	74.0%
26	65.6%	69.0%	64.0%			
27	68.9%	74.0%	66.5%			
28	72.2%	79.0%	69.0%			
29	75.5%	84.0%	71.5%			
30	79.0%	89.0%	74.0%			

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

New CY16 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	22.0%	22.0%	22.0%	22.0%	22.0%	22.0%
11	24.5%	24.5%	24.5%	24.5%	24.5%	24.5%
12	27.0%	27.0%	27.0%	27.0%	27.0%	27.0%
13	29.5%	29.5%	29.5%	29.5%	29.5%	29.5%
14	32.0%	32.0%	32.0%	32.0%	32.0%	32.0%
15	34.5%	34.5%	34.5%	34.5%	34.5%	34.5%
16	37.0%	37.0%	37.0%	37.0%	37.0%	37.0%
17	39.5%	39.5%	39.5%	39.5%	39.5%	39.5%
18	42.0%	42.0%	42.0%	42.0%	42.0%	42.0%
19	44.5%	44.5%	44.5%	44.5%	44.5%	44.5%
20	48.0%	48.0%	48.0%	48.0%	48.0%	48.0%
21	50.0%	50.0%	50.0%	50.0%	50.0%	50.0%
22	52.0%	52.0%	52.0%	52.0%	52.0%	52.0%
23	54.5%	54.5%	54.5%	54.5%	54.5%	54.5%
24	57.0%	57.0%	57.0%	57.0%	57.0%	57.0%
25	60.3%	62.0%	59.5%	77.0%	87.0%	72.0%
26	63.8%	67.0%	62.0%			
27	66.9%	72.0%	64.5%			
28	70.2%	77.0%	67.0%			
29	73.5%	82.0%	69.5%			
30	77.0%	87.0%	72.0%			

New CY17 Subsidy Levels

<u>YOS</u>	<u>General Employees</u>			<u>Public Safety</u>		
	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>	<u>Cigna PPO</u>	<u>HMO</u>	<u>Medicare</u>
10	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
11	22.5%	22.5%	22.5%	22.5%	22.5%	22.5%
12	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
13	27.5%	27.5%	27.5%	27.5%	27.5%	27.5%
14	30.0%	30.0%	30.0%	30.0%	30.0%	30.0%
15	32.5%	32.5%	32.5%	32.5%	32.5%	32.5%
16	35.0%	35.0%	35.0%	35.0%	35.0%	35.0%
17	37.5%	37.5%	37.5%	37.5%	37.5%	37.5%
18	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
19	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
20	47.0%	47.0%	47.0%	47.0%	47.0%	47.0%
21	49.0%	49.0%	49.0%	49.0%	49.0%	49.0%
22	51.0%	51.0%	51.0%	51.0%	51.0%	51.0%
23	53.0%	53.0%	53.0%	53.0%	53.0%	53.0%
24	55.0%	55.0%	55.0%	55.0%	55.0%	55.0%
25	58.3%	60.0%	57.5%	75.0%	85.0%	70.0%
26	61.8%	65.0%	60.0%			
27	64.9%	70.0%	62.5%			
28	68.2%	75.0%	65.0%			
29	71.5%	80.0%	67.5%			
30	75.0%	85.0%	70.0%			

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

EXHIBIT F

General Employees

PRE-MEDICARE RETIREES

MEDICARE RETIREES

FY 2008

10 - 37 Yrs
of Service

<u>Base Allowance per YOS</u>	
\$150.00	\$225.00

Base Allowance per YOS

\$100.00	\$150.00
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CY 2015

10 - 37 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$148.25	\$222.50

Base Allowance per YOS **

\$99.00	\$148.25
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CY 2016

10 - 37 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$145.00	\$217.50

Base Allowance per YOS **

\$96.75	\$145.00
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CY 2017

10 - 37 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$141.50	\$212.50

Base Allowance per YOS **

\$94.50	\$141.50
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** Amount before an annual adjustment of the lesser of 4% or the CPI increase, beginning with FY09 (CY 2007 CPI).

Public Safety

PRE-MEDICARE RETIREES

MEDICARE RETIREES

FY 2008

10 - 24 Yrs
of Service

<u>Base Allowance per YOS</u>	
\$150.00	\$225.50

25 Y.O.S.

\$222.00	\$333.00
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Base Allowance per YOS

\$100.00	\$150.00
\$148.00	\$222.00

CY 2015

10 - 24 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$148.25	\$222.50

25 Y.O.S.

\$219.50	\$329.25
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Base Allowance per YOS **

\$99.00	\$148.25
\$148.25	\$219.50

CY 2016

10 - 24 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$145.00	\$217.50

25 Y.O.S.

\$214.75	\$322.00
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Base Allowance per YOS **

\$96.75	\$145.00
\$143.00	\$214.75

CY 2017

10 - 24 Yrs
of Service

<u>Base Allowance per YOS **</u>	
\$141.75	\$212.50

25 Y.O.S.

\$209.75	\$314.50
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Base Allowance per YOS **

\$94.50	\$141.75
\$139.75	\$209.75

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

§ 5-1-226. – ALLOWANCE ON ACCIDENTAL DISABILITY RETIREMENT.

Upon retirement for accidental disability, such member shall receive an accidental disability retirement allowance which shall be as follows:

- (1) (i) *Dismemberment or paralysis.* Member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained any of the losses listed in the schedule below and which loss has been determined to be the direct result of bodily injury arising through an accident, independent of all other causes, occurring while in the actual performance of duty with the county at a definite time and place, without willful negligence on the part of the member. The accidental disability allowance under this section shall be an amount equal to seventy-five (75) percent of the member's average final compensation.
- (ii) *Schedule of losses:*
 1. Both hands or both feet;
 2. One hand and one foot;
 3. One hand and the sight of one eye;
 4. One foot and sight of one eye;
 5. Sight of both eyes;
 6. Paralysis (para or quadriplegia);

with respect to a hand or foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. "Loss" also means partial dismemberment of a hand or foot that results in the loss of all functional use of the partially dismembered hand or foot. With respect to eyes, "loss of sight of one eye" shall mean central visual acuity of twenty two-hundredths (20/200) or less in one eye with the use of correcting lenses, or visual acuity of greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees. "Loss of sight of both eyes" shall mean central acuity of twenty two-hundredths (20/200) or less in the better eye with the use of correcting lenses, or visual acuity greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees.

- (2) (i) *Accidental disability - schedule of impairments.* A member shall be eligible to receive a full accidental disability allowance, regardless of age, if the member has sustained an impairment or impairments to the extent listed below under "schedule of impairments" as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification. The full accidental disability allowance under this paragraph shall be an amount equal to sixty-six and two-thirds (66 2/3) percent of the member's average final compensation.

(ii) *Schedule of impairments:* A seventy-five (75) percent anatomical loss of the use of the impairments listed below or a fifty (50) percent or more anatomical loss of each of two (2) or more of the impairments below; or, except as to Group 3 members, a one hundred (100) percent or more anatomical loss of the use of any combination of the impairments listed below, if the loss is caused by the same accident or incident, and, as a result of the loss, the member's employment is involuntarily terminated:

1. Speech;
2. Sight;
3. Neck;
4. Back;
5. Vital bodily organ;
6. A part of the central nervous system;
7. Arm;
8. Hip, leg, or lower extremity;
9. Shoulder;

10. Hearing;
 11. Mentally incapacitated whereby a member applies for and is granted a disability benefit under the federal old-age survivor's and disability insurance act.
- (iii) The percentage of anatomical loss shall be determined in accordance with the American Medical Association guides to evaluation of permanent impairment, such determination shall include information about function and range of motion.
- (3) *Accidental disability.* A member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained an impairment as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification but does not reach the extent of incapacity as found in paragraphs (1) and (2) of this section. For pay schedules IV, V, VII, and VIII, the accidental disability allowance under this section shall be an amount equal to one-fortieth ($1/40$) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one-fiftieth ($1/50$) of the member's average final compensation multiplied by the number of years of creditable service in excess of twenty (20). The minimum retirement allowance shall be equal to fifty (50) percent of the member's average final compensation. The retirement allowance for a Group 3 member shall be equal to fifty (50) percent of the member's average final compensation but not less than the normal service retirement benefit that the member would have been entitled to on the date of retirement.