

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BALTIMORE COUNTY ADMINISTRATION**



**AND**

**THE BALTIMORE COUNTY  
PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
I.A.F.F. LOCAL 1311**



**JULY 1, 2024 THROUGH JUNE 30, 2027**

# BALTIMORE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION

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Communication Center	

Advanced Tactical Rescue Team  
Battalion Training Facilitator  
EMS Field Preceptor  
Fire Rescue Academy and Station 57  
Peer Fitness Coordinator  
Primary Hazardous Materials Unit  
Fire Marshal's Office/Office of Emergency Management  
Satellite Hazardous Materials Unit  
Medic Certification Supplements  
Lead Instructor of the Fire Academy  
Support or Administrative Services

**EXHIBIT C - PAY SCALES**

PAY SCALE C-1 July 1, 2023  
PAY SCALE C - 2 JANUARY 1, 2024

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**EXHIBIT H - DROP GLOSSARY**

**EXHIBIT I - RETIREE HEALTH CARE SUBSIDIES**

CY17 HEALTH CARE RETIREE SUBSIDY

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**SIDE LETTER #2- N.O.I POLICY [RENEGOTIATED AND LEFT INTENTIONALLY DELETED 6-28-19]**

**SIDE LETTER #3 - GEAR WASHER**

**SIDE LETTER #4 - ADDITIONAL TRANSPORT UNITS**

**SIDE LETTER #5 - WAGNER/RETIREMENT SETTLEMENT**

**SIDE LETTER #6 - AMENDMENT TO THE RETIREMENT PLAN**

## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

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

### ARTICLE 1 - RECOGNITION OF ASSOCIATION

**Section 1.1 - Association Recognition.** The Administration recognizes the Association as the exclusive representative of its employees, as defined in Section 1.2 of this Article, with respect to wages, hours and other terms and conditions of employment.

**Section 1.2 - Employee Defined.** Whenever used in this Memorandum of Understanding, the term "employee" shall mean all uniformed classes of the Fire Department in Pay Schedule V of the County Classification and Compensation Plan, up to and including the rank of Fire Captain and EMS Captain.

### ARTICLE 2 - NON-DISCRIMINATION

**Section 2.1 - Non-Discrimination.** In accord with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age (40 years and up) sex, sexual orientation, gender identity or expression, disability, marital status, race, color, creed, national origin, political affiliation, political opinions, religious affiliation, or genetic information.

**Section 2.2 - Employees' Exercise of Rights.** The County and the Association agree that they shall not interfere with employees in the exercise of the rights guaranteed under Article 4, Title 5 of the Baltimore County Code, 2015 and Article VIII of the Baltimore County Charter. The County and the Association agree they shall not interfere, retaliate, or discriminate against an employee because they participated or choose not to participate in the filing of a grievance under this Memorandum of Understanding.

### ARTICLE 3 - MANAGEMENT RIGHTS

**Section 3.1 - Management Rights.** Except as otherwise expressly provided herein, it is the exclusive right of the County to determine the purposes and objectives of each of its constituent offices and Departments; set standards of services to be offered to the public; to determine the methods, means, personnel and other resources, including volunteers, by which the County's operations are to be conducted, including the contracting out of work if deemed necessary by the County, and exercise control and discretion over its organization and operations. It is also the right of the County, subject to applicable provisions of this Memorandum of Understanding and in accordance with the County Charter and other applicable laws, to direct its employees, to hire, promote, transfer, assign or retain employees and to establish reasonable work rules; also to demote, suspend, discharge or take any other disciplinary action against its employees for just cause, provided however, that nothing contained in this Section shall be deemed to deny the right of any employee to submit a grievance with regard to the exercise of such rights.



## ARTICLE 4 - ASSOCIATION SECURITY

**Section 4.1 - Association Membership.** All employees covered by this Memorandum of Understanding shall enjoy the rights and privileges accorded to them under County Code Sections 4-5-301(a) and 4-5-301(b), including the right to acquire and maintain membership in the Association.

### **Section 4.2 - Dues Checkoff.**

- A. Upon receipt of a written authorization from an employee or retiree wishing to join or remain in the Association in the form attached hereto as Exhibit A (suitably updated to reflect the applicable provisions of the County Code), the County shall, pursuant to such authorization, remit to the Association the regular monthly dues as fixed by the Association. The method of payment shall be by direct deposit to an account specified by the Association in a bank approved by the County. The County shall provide to the Association, by Microsoft Excel Spreadsheet or equivalent digital media, a monthly itemized list of each employee's or retiree's name, social security number, and dues deduction amount, no later than the fifteenth (15<sup>th</sup>) day of the month.
- B. A written authorization to deduct Association dues shall remain in effect from year to year, unless the member delivers a signed notification to the Association of the member's intent to cancel such authorization. Such notice to cancel a dues check off authorization shall be delivered to the Association not more than forty-five (45) days and not less than ten (10) days prior to an anniversary of the signature of the member's dues authorization or of the date of termination of this Memorandum of Understanding, unless otherwise provided by law.

**Section 4.3 - Checkoff Waiver.** The County shall be relieved from making "checkoff" deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the Department or unit, upon the request of the employee, or (c) layoff from work, or (d) an authorized leave of absence. Upon the return of an employee to work from any of the foregoing enumerated absences, the County shall immediately resume the obligation of making such deductions.

**Section 4.4 - County Indemnification.** The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article 4, and the Association shall indemnify and hold the County harmless from any and all claims, grievances, arbitrations, award, suits, attachments, or other proceedings arising out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article. If an error has been made in the amount of dues remitted to the Association under Section 4.2 of this Article, upon notification from the Association of such error, the County will expeditiously rectify the error.

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

### **Section 4.6 - Negotiation and Professional Activity Leave.**

- A. Negotiation leave: No more than five (5) Association representatives shall be granted Administrative leave with pay to attend negotiation sessions which are scheduled with the Administration. The representatives designated by the Association may be employees who were scheduled to work the night shift just prior to the day on which negotiations were held, or employees who were scheduled to work the day shift on the day on which negotiations were held. Employees who attend negotiations and are scheduled to work the night shift succeeding the negotiations session shall be granted Administrative leave with pay in accordance with current

practice. Such employees who may be eligible for Administrative leave with pay for the night shift succeeding the negotiation session will be in addition to the restriction of not more than five (5). Each employee shall be responsible for informing the employee's supervisor, in a timely fashion, of the employee's absence from work.

- B. Professional Activity Leave: Three (3) members of the Association, designated by the President, shall be granted administrative leave to attend the biennial conventions of the International Association of Fire Fighters and Professional Fire Fighters of Maryland. Three (3) members of the Association designated by the President shall be granted leave to attend the biennial IAFF Redmond Safety and Health Symposium and the biennial IAFF EMS Conference. In order to be considered for selection, said members must serve on either the Joint Safety Committee or Joint EMS Committee. Three (3) members of the Association, designated by the President, shall be granted Administrative leave to attend the annual International Association of Fire Fighters Whitehead Legislative Conference. Two (2) members of the Association, designated by the President, shall be granted four (4) days Administrative leave to coordinate Muscular Dystrophy Association activities Labor Day weekend and for MDA Summer Camp. Two (2) members of the Association, designated by the President, shall be granted administrative leave, not to exceed two (2) days each to participate in the annual Fallen Fire Fighter Memorial Service ordinarily held in Colorado Springs, Colorado. Two (2) members of the Association, designated by the President, shall be granted administrative leave to attend the Annual Regional Muscular Dystrophy Association Conference. The Association shall provide management with the names of employees who are assigned to Professional Activity Leave, including the amount to be granted at the time of notification.

**Section 4.7 - Union Leave.** Eleven hundred (1,100) hours leave with pay per year shall be granted to representatives of the Association for Association business. The President and One (1) Elected Executive Board Appointee (by President) of the Association will be placed on paid leave from their regularly assigned Fire Department duties to conduct the business of the Local during their terms in office of the Association. Association leave and/or administrative leave with pay cannot be used to offset or substitute for the loss of time due to disciplinary action(s). The Association shall provide management with the names of the employees who are assigned to Association or administrative leave, including the amount of leave to be granted at the time of notification. Association Leave granted under this Section 4.7 will be counted by County fiscal year.

**Section 4.8 - Services Provided to the Association.** The County agrees to furnish and maintain suitable bulletin board space of not less than sixteen (16) square feet in designated work areas to be used by the Association for official Association notices. The County further agrees to distribute bulletin board material through the county mail and/or information over the Department electronic mail system, subject to the approval of the Chief of the Fire Department. The County agrees to furnish and maintain a Departmental Centrex telephone line, computer and printer with an internet/intranet connection and authorized software. In addition, the County shall provide six (6) full feature radios, with single chargers, used by the fire service for emergency communications.

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

- A. The designated employee shall be compensated at one-fourth (1/4) the employee's regular hourly rate for each hour spent on standby.
- B. Standby pay will be afforded the designated employee between the hours of 1630-0800 on weekdays; standby pay will be paid on all Saturdays, Sundays and holidays, and at all other times when the offices of the Fire Department are closed.

- C. In the event that such employee is actually called back to work during the employee's standby duty assignment, the employee will earn callback pay in accordance with Department callback policy. At such a time, the ranking available Association officer will designate another member for standby assignment.
- D. Hours compensated for as standby duty shall not be counted in determining the total hours worked in a given work week for overtime purposes.
- E. An employee not available for work after being assigned to standby duty will not receive any credit for standby work during such official assignment.
- F. This Section applies to those employees designated by the President of the Association for standby assignments. The individual who is designated as the Association's representative during standby hours will notify Fire Dispatch to log in one hour prior to the start of the individual's standby. The Association's representative's name shall appear on the night shift's list of personnel on duty.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section 5.1. - Definition of Grievance.** The term grievance means any dispute concerning:

- A. Application or interpretation of the terms of this Memorandum of Understanding; or
- B. Discriminatory application or misapplication of the rules and regulations of any agency of the County;  
or
- C. A complaint about the failure to attain a promotion, or over an examination or examination rating.
- D. Disciplinary actions, which includes written reprimand (Form 259), loss of pay, forfeiture of leave days, transfer, suspension, demotion and discharge, shall be handled in accordance with Section 5.6.

**Section 5.2. - Grievance Principles**

- A. It is understood that general grievances involving the provisions of this Memorandum of Understanding may be presented by the Association President or designee, when, in the opinion of the President, such grievance(s) would protect the general interests of the employees. Such a general or class-based grievance must be initially presented at Step 2 (the Fire Chief) of Section 5.3.C. Furthermore, a general or class-based grievance need not name a member of the bargaining unit as an aggrieved employee, nor shall it require a designated member of the bargaining unit, other than one or more elected officers of the Association, to participate in grievance meetings conducted on the grievance. Additionally, a grievance may be filed by an individual employee, or by the Association on behalf of the employee (provided the aggrieved employee is named), or, if two or more employees desire to file grievances involving the same issue, the Association may file a single grievance on their behalf.
- B. If two or more individual employees file separate grievances involving the same issue, the Administration may consolidate said grievances for the purpose of processing them under this Article.
- C. With respect to any grievance filed by the Association or any consolidated grievances, a single employee shall be designated by the Association as the employee who will participate in all meetings held pursuant to Section 5.3. of this Article, except for general or class-based grievances as defined in

Section 5.2.A. above.

- D. Except by mutual consent exchanged by email or in another writing, neither party may be represented by legal counsel at any meeting held pursuant to Section 5.3. of this Article except at the meeting held pursuant to Step 3 (outside the Department).
- E. The Administration shall notify the Association of any meeting required to be held pursuant to Section 5.3. of this Article at least three (3) days prior to such meeting. If the Administration fails to give notice at least three (3) days prior to such meeting, and after the fourteen (14) calendar days will have passed, then the meeting required pursuant to Section 5.3. of this Article 5 may be moved to the next Step of the grievance procedure.
- F. The Administration and the Association can mutually agree, by email or other writing, to postpone a meeting as outlined in Section 5.3. of this Article.
- G. If a grievance affects all employees within a station, battalion, division or other group of employees similarly situated, the Association may submit said grievance, in writing, directly at Step 3 (the Fire Chief).

### **Section 5.3. - Procedural Steps**

- A. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days following the event giving rise to the grievance or within fourteen (14) calendar days following the time when the employee should reasonably have gained knowledge of its occurrence.
- B. The County shall send a copy of all grievances received to the Association. The grievant will be responsible for filing the proper forms within the time limits set forth in this Section, and shall keep the Association informed of same.
- C. Upon written agreement by the Department and Association, a grievance may be filed or advanced to the Step which would result in the most efficient and effective resolution.
- D. Grievances shall be processed as follows (except for advancing disciplinary actions handled in accordance Section 5.6)

**Step 1** An employee or the Association may initiate a grievance by filing it in writing with the employee's Battalion Chief, Bureau Chief, or Deputy Chief (collectively, appropriate chief). A meeting between the appropriate chief or the Fire Chief's designee, the employee and the employee's representative, and all other relevant personnel shall be held within fourteen (14) calendar days after receipt of the grievance. The appropriate chief, or the Fire Chief's designee, shall submit an answer, in writing, to address the issue(s) grieved within fourteen (14) calendar days after the meeting. Prior to the filing of the grievance, however, an effort should be made by the member and Management to resolve the issue the employee has raised.

**Step 2** If the grievance is not settled at Step 1, the employee or the employee's representative may, within fourteen (14) calendar days of receipt of the Step 1 answer, file a written appeal of said answer with the Fire Chief. Additionally, an employee or the Association may initiate a grievance directly with the Fire Chief if it is permitted under Section 5.2.A. of this Article. A meeting between the Fire Chief or the Fire Chief's designee, the employee, the Association, and all other relevant personnel shall be held within

fourteen (14) calendar days after receipt of the written appeal or initiated grievance. The Fire Chief, or the Fire Chief's designee, shall submit a written answer to address the issue grieved within fourteen (14) calendar days after the meeting.

**Step 3** If the grievance is not settled at Step 2, the employee may, within fourteen (14) calendar days after receipt of the Step 2 written answer, file a written appeal of said answer with the Deputy County Administrative Officer (the "DCAO"), and/or designee. A meeting between the employee, the employee's representatives, designated Administration representatives, and the DCAO or designee shall be held within fourteen (14) calendar days after receipt of the written appeal. The DCAO or designee shall submit a written answer to address the issue(s) grieved, within fourteen (14) calendar days after the meeting.

### **Alternative to Step 3**

The Association may elect to forgo an appeal to the Deputy County Administrative Officer if the designee is the Administrative Law Judge and skip Step 3. The election shall be made within seven (7) business days after written notice from the DCAO is delivered to the Association that the Administrative Law Judge has been named as the DCAO's designee. The election shall be made by filing a written notice to forgo Step 3 with the ALJ named as the DCAO's designee and with a copy to the County Director of Human Resources, which election shall be honored.

**Section 5.4. - Appeal to Arbitration.** The Association (and only the Association) may appeal to arbitration a grievance that arises under Section 5.1.A or 5.1.B. The Association may initiate an appeal to arbitration by emailing the County Attorney (or designee) and the Director of Human Resources with written notice of intent to advance the grievance to arbitration within fourteen (14) calendar days after Step 3 is completed or waived, either with a written answer from the DCAO, ALJ, or designee, or through an election to forgo Step 3.

**Section 5.5. - Association's Discretion.** It shall be the prerogative of the Association to determine, in its sole judgment, whether a dispute defined as a grievance under Sections 5.1.A. or 5.1.B shall be advanced to arbitration pursuant to Sections 5.4., 5.6. and 5.7. of this Article 5 (in lieu of presentation to the Personnel and Salary Advisory Board). The election to arbitrate shall be based on the Association's determination as to whether arbitration is in the best interest of the bargaining unit as a whole, taking into account the facts and issues developed through prior steps.

### **Section 5.6. - Review of Disciplinary Actions.**

Members who seek review of the Fire Chief's disciplinary decision may seek review in accordance with this section. The process provided to address disciplinary actions depends on the nature of the infraction and the severity of the penalty as set out below. The Categories are more fully set out in the disciplinary matrix and in Article 16.

- A. Disciplinary matters involving Category I offenses shall not be subject to advancement either to Arbitration, the Labor Commissioner/DCAO or designee or to the Personnel and Salary Advisory Board.
- B. Disciplinary matters involving Category II offenses, shall not be subject to advancement to arbitration, but may be advanced either to the Labor Commissioner/DCAO or designee or the Personnel and Salary Advisory Board.
- C. Arbitration shall be available subject to the Association's discretion as provided in Section 5.5. of this Article, only for disciplinary matters involving Category III offenses. In any case where the Association determines not to go to arbitration, then an employee may advance a Category III

infraction to the Labor Commissioner/DCAO or designee or the Personnel and Salary Advisory Board. Section 5.7, 5.8 and 5.9 shall apply to appeals made under this subsection.

- D. The Personnel and Salary Advisory Board, Labor Commissioner/DCAO or designee or an arbitrator (“final decision-maker”) may not increase the discipline contained in the offer of resolution if the underlying violation is not contested. However, if the underlying violation is contested, the adjudicator shall determine the appropriate discipline based on mitigating and/or aggravating factors as presented at the hearing. Back pay may be awarded as a remedy.

**Section 5.7. - Selection of Arbitrator.** The Director of Human Resources, the County Attorney or their designee and the Association President or their designee may mutually select an impartial arbitrator. If they are unable to agree on an arbitrator, either party may request the American Arbitration Association (AAA) to furnish a list of not less than seven (7) qualified and impartial arbitrators from the Baltimore/Washington area, one of whom shall be designated to hear the grievance. Selection shall be made by the Director of Human Resources, County Attorney or designee and the Association President or designee alternately striking names from the list until only one (1) name remains. The person whose name remains shall be designated arbitrator. The selection process shall be conducted within fourteen (14) days of receiving the list. The selection and/or arbitration may proceed ex-parte if either party does not participate.

**Section 5.8. - Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator of the grievance, and his opinion and awards, shall be confined exclusively to the interpretation and/or application of provisions of this Memorandum of Understanding and of the express rules and regulations of the Department at issue between the Association and the County, as specified in the written grievance filed by the aggrieved employee or Association under the procedure set forth in this Article 5 of the Memorandum of Understanding. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding, or any rules and regulations of the Fire Department, or impose on either party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding or the rules and regulations of the Fire Department, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the County and the Association. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within their jurisdiction and authority, shall be served on both the County and the Association. The arbitrator's award shall be final and binding on the aggrieved employee(s), the County and the Association.

**Section 5.9. - Fees and Expenses.** The cost of arbitration shall be shared equally by both the County and the Association as parties, except that costs incurred in presenting or defending the grievance to the arbitrator shall be borne by the party incurring the expense.

**Section 5.10. - Time Limitations.** The time limits set forth in this Article 5 are of the essence of this Memorandum of Understanding. No grievance shall be entertained or processed unless it is submitted or appealed within the time limits set forth in Article 5; provided that the parties, by mutual written agreement, may waive the time limits set forth herein; and provided further, that the parties, by mutual written agreement, may waive any step(s) of the grievance procedure and proceed directly to a higher level step. If the aggrieved employee or the Association fails to comply with the time limits set forth in this Article 5, the grievance shall be deemed to have been waived. If the Administration fails to comply with any time limit set forth in this Article, the Association may elect to proceed to the next step.



## ARTICLE 6 - NO STRIKES OR LOCKOUTS

### Section 6.1 - Prohibition Against Strikes and Lockouts.

- A. Strikes, work stoppages and lockouts and secondary boycotts are forbidden. Employees or employee organizations shall not engage in, sponsor, initiate, support, direct or condone a strike or work stoppage or secondary boycott.
- B. Employee organizations shall be prohibited from engaging in, initiating, sponsoring, supporting, directly or indirectly, picketing of the Baltimore County government or any of its property or field or office facilities in furtherance of a strike, work stoppage or secondary boycott.
- C. If an employee organization should violate any of the provisions hereof:
  - 1. Its designation as exclusive representative may be revoked by the County Executive.
  - 2. It may be disqualified by the County Executive from participating in representation elections for a period of up to two (2) years.
  - 3. Payroll deductions for such organization's dues may be terminated immediately by the County Executive.
- D. Any employee engaged in a strike or other prohibited activity as described above is subject to immediate disciplinary action up to, and including, permanent dismissal from the County classified service.
- E. No lockouts shall be directed against County employees by the County Administration or the County Council.

## ARTICLE 7 - SENIORITY

### Section 7.1 - Definitions.

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

- C. **Time in Station** shall mean an employee's length of continuous service at a particular station and shift.

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

**Section 7.3 - Seniority List.** A copy of the seniority list shall be furnished to the Association quarterly.

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

## ARTICLE 8 - VACANCIES AND PROMOTIONS

### **Section 8.1 - Promotional Vacancies.**

- A. The Chief of the Fire Department shall fill all promotional vacancies (i.e., Fire Apparatus Driver/Operator, Fire Specialist, Paramedic, Paramedic First Class, Fire Lieutenant, EMS Lieutenant, Fire Captain, EMS Captain, Bureau Chief, Battalion Fire Chief) in field operations as expeditiously as possible.
- B. To accomplish that, the Department shall immediately notify the Office of Human Resources ("OHR"), and OHR shall in turn notify the Office of Budget and Finance ("OBF") of all vacancies that occur within sixty (60) calendar days after a position is vacated by reason of retirement, resignation, termination, promotion, demotion or permanent transfer to another Division of the Department.
- C. Thereupon a certification list shall be developed by OHR from the eligible list in effect on the day the vacancy occurs. In the event the eligible list that is in effect on the day the vacancy occurs is exhausted, upon OHR's receipt of notification of OBF's approval to fill the vacancy, OHR will draw up a new certification list from the current eligible list. Arrangements for interviews shall be made within ten (10) working days of receipt of the certification list. The Department shall promptly notify the Association, by email, upon the Department's receipt of a final certification list and the date of its issuance.
- D. Absent exigent fiscal circumstances, the Fire Department will fill the vacancy within fifteen (15) working days of the last interview. If the vacancies are not filled within thirty (30) calendar days of the last interview, when the vacancy(ies) is filled, the promoted employee(s) shall be entitled to back pay and seniority credit from the thirty-first (31st) day forward. In the event a position is filled by a promotion, each consequently vacated position shall be filled in the same manner.

**Section 8.2 - Merit Employee Priority at Entrance Level Positions.** Entrance-level examinations will be



pass/fail. For those sworn employees who meet Departmental criteria for the classification in question, the Fire Department will comply with Regulation 10.02 which states:

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

**Section 8.3 - Promotional Lists.** Promotional lists remain in effect until exhausted, but not for a period of more than two (2) years. Thereafter, a new list shall be prepared by those procedures in effect as prescribed by the Office of Human Resources; such list to be ready on the day after the previous list expires. Examinations shall be conducted, and lists prepared, pursuant to Section 8.5. The schedule set out in Section 8.5 shall take precedence, such that if a new list is prepared and will not remain in effect for two full years because of the schedule in Section 8.5, then the regularly scheduled examination and resulting list shall supersede the prior list.

**Section 8.4 - Promotional Eligible List.** The Office of Human Resources will not round off composite scores to the nearest whole number but will, instead, compute final composite scores to two (2) decimal places to break ties, then Department tenure and, if needed, a member's ranking in the Fire Rescue Academy. Names and scores will be submitted to the Fire Chief for promotional purposes in the order that they appear on the eligible list. At no point shall the department or members be advised of a tie on an eligibility list. The Office of Human Resources will comply with County Code Article 4, Title 8, The Personnel Rules, Section 4-8-102, Special Personnel Rules for Fire and Police Departments, Special Rule No. 7 Promotions, Special Rule 7.06 of the Personnel Rules and Regulations which states:

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

**Section 8.5 - Test Scheduling.**

A. Promotional examinations for sworn employees will be given on the following schedule:

- Fire Captain, February, Even Years
- EMS Captain, February, Odd Years
- Fire Specialist, September, Even Years
- Fire Apparatus Driver/Operator (FADO), September, Odd Years
- Battalion Fire Chief, September, Odd Years
- Fire Director, October

- Fire Lieutenant, first two weeks of December, Even Years
- EMS Lieutenant, first two weeks of December, Odd Years

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

- B. When Fire Department internal (promotional) job openings become available, such openings shall be posted online at <https://www.governmentjobs.com/careers/baltimorecounty/promotionaljobs>. The Department shall utilize email to the Association ([local1311@gmail.com](mailto:local1311@gmail.com)) and by intranet (DL-Fire) within the Fire Department so as to notify all Department members addressed to their Department email address. A corresponding email shall also be sent to the Association within the later to occur on the next regular business day or forty-eight hours (48) hours after the initial posting is made by OHR.

**Section 8.6 - Test Source Material.** Source material will continue to be published by January 1 of each year. The Association may provide suggestions regarding source material to the Department by October 1 each year. Changes in test material made within sixty (60) days of the promotional examination will not be utilized in the examination. This provision includes Standard Operating Procedures (SOPs), and Rules and Regulations.

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

**Section 8.8 - Oral Examination.**

- A. The Office of Human Resources will post the weights and measures to be utilized for the exam on the posting for the advertised position. Oral examination/assessment centers shall never be weighted more than 50% and when a component of a promotional examination, will be closely monitored by the analyst. Oral examination questions shall be based on published source materials.
- B. The Office of Human Resources will utilize all outsider raters to evaluate all oral examinations/assessment centers for the applicants for fire department positions. Members of the rating panels will be rotated from one panel to another during the evaluation process if more than one panel exists. When differences of more than one level in rating occur, the analyst will ask the examiners to immediately resolve the discrepancy. There will be a member of the fire department available should the raters have questions concerning technical or nomenclature responses from the applicants to questions.
- C. Applicants for promotional positions within the fire department who take part in the oral examination/assessment center process will, after completion of the exam, scoring and ranking, be given the opportunity to review the questions asked and the general benchmarks utilized by the raters. Applicants can review the oral exam/assessment center questions, benchmarks, individual rater score sheets and final score report. The Applicant will not be provided the individual rater notes. Alternatives to oral examinations as a way of testing for certain knowledge, skills and abilities will be explored.

**Section 8.9 - Seniority Points.** The Association and Department agree that the passing score of an examination should be based on the assessment element(s), i.e. the oral and written testing, and not negatively be impacted by seniority. To that end, the Department shall work with its testing vendor to provide that seniority points will be in addition to the assessment scoring of an examination, such that an individual who receives a score of 70% or better on the assessment elements shall have passed the test and be placed on the list, regardless of seniority. For example, the scoring may be such that seniority points, as calculated below, will be added to each taker's testing scores and the list shall be ranked on that basis and as a result, a taker may have a total score above 100, i.e. up to 109 points. Should there be any issue as to the implementation of this provision, the Association and Department shall meet and address the issue before testing and scoring are underway.

Seniority points for promotional examination will continue to be computed according to the 75% credit for the first ten (10) years 25% credit for the second ten (10) years' formula. The formula for the calculation is illustrated below:

- With ten (10) years or less Seniority:  
Points = (First 10-yr multiplier) (Days)/365
- With greater than ten (10) years and less than twenty (20) years Seniority:  
Points = (First 10-yr Multiplier) (3650) + (Second 10-yr Multiplier) (Days-3650)/365
- With twenty (20) years or more Seniority:  
Points = Maximum

**Definitions:**

- Days = The number of continuous days of service from the last appointment date or last promotion date (inclusive) whichever is applicable to the cutoff date (exclusive).
- Maximum = The maximum number of points as determined in the promotional announcement.
- First 10-yr Multiplier = The first point credit multiplier as determined in the promotional announcement.
- Second 10-yr Multiplier = The second point credit multiplier as determined in the promotional announcement.

Notes: Start date 05/12/95, cutoff date 05/13/95 results in one (1) day. Start date 12/13/90, cutoff date 06/29/95 results in 1,659 days. Include extra days for leap years where applicable.

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

**Section 8.11 - Item Analysis.** Since item analysis is the most objective method of identifying questionable items on promotional examinations, the Office of Human Resources will continue the process of bringing items so identified to the attention of the Item Review Board, which consists of Departmental representatives as determined by the Fire Chief. The Association may designate an employee, of equal or higher rank than the exam being reviewed, to participate on the Item Review Board, which Association representative shall be permitted to attend all meetings of, be involved in all activities of and otherwise participate on the Item Review Board. Constructive input into the examination content will be a part of the Item Review Board process.

**Section 8.12 - Examination Review.** Once an eligible list is established, candidates may review the

examination in the presence of an analyst for the purpose of improving their future performance.

A joint subcommittee shall meet periodically throughout the year (but not less than once during the first half of the year and once during the second half of the year) to develop improved methods of administering promotional exams within the Department. The subcommittee shall include up to two (2) members each from the Association, the Department, and the Office of Human Resources. The committee shall consider such matters as publishing benchmarks, third party review, assessment centers, separate testing for various divisions, length of service requirements, etc.

If more effective or viable methods become known within the life of this Memorandum of Understanding, the Association shall join with the Director of Human Resources and the Fire Department in making proper modifications.

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

**Section 8.14 - Assessment Centers.** The Association and Administration during Fiscal Year 2010 shall complete a feasibility study for the incorporation of Assessment Exercises within the promotional system for Lieutenant and Captain. The Association shall appoint four (4) members (two Captains and two Lieutenants) to participate in the feasibility study.

**Section 8.15 - Departures, Retirements, and Separations.** The Department shall notify the Association of members who have permanently left service. The notice shall issue to the Association once a month. Notice shall be by email (local1311@gmail.com).

## ARTICLE 9 - HOURS OF WORK

**Section 9.1 - Average Workweek.** The average work week:

- A. For employees assigned to "A", "B", "C", and "D" shifts shall be 42 hours per week, and such employees shall work a 10-hour day, 14-hour night shift on 2-days/2-nights and 4-days off schedule; reporting time for day shift shall be 0700 hours and reporting time for night shift shall be 1700 hours.
- B. For employees assigned to "E" shift shall be 40 hours per week, and such employees shall work four (4) 10-hour days, Monday through Friday, with one (1) Rotating Day Off (RDO) on a rotating basis.
- C. For the Fire Inspection Division personnel shall be a 4-day, 10-hour workday, 40-hour workweek. Employees shall be assigned to two (2) shifts working Monday through Friday from 0700 hours to 1700 hours, with each shift being assigned off-duty on alternating and consecutive Fridays and Mondays. Those employees assigned to the Division as of July 1, 2024 shall continue in their current shift configuration, unless modified by mutual agreement to any of the below configurations:

**Option 1.** Employees will work a 40-hour work week consisting of four (4) ten-hour days, Monday through Friday. The work hours will be from 0700 to 1700 hours. The employee will take one (1) scheduled day off per week on Monday or Friday, according to the complement.

**Option 2.** Employees will work a 40-hour work week consisting of four (4) ten-hour days, Monday through Friday. The work hours will be from 0700 to 1700 hours. The employee will

take one (1) scheduled day off per week according to the complement.

**Option 3.** Employees will work a 40-hour work week consisting of five - eight hour days, Monday through Friday. The work hours will be from 0800 to 1600 hours.

**Option 4.** Employees will work a 40-hour work week consisting of a four (4) day or four (4) night shift configuration. Each shift will work from 0700 to 1700 hours while on day shift, and 1300 to 2300 hours while on night shift. Employees will rotate from day to night shift, every other week.

- D. For employees assigned to the Fire Academy shall be determined by the Division Chief of the Fire Academy but limited to the following options or a schedule mutually agreed between the affected employee and the Department.

**Option 1.** Employees will work a 40-hour work week consisting of five - eight hour days, Monday through Friday. The work hours will be from 0800 to 1600 hours.

**Option 2.** Employees will work a 40-hour work week consisting of four (4) ten hour days, Monday through Friday. The work hours will be from 0700 to 1700 hours. The employee will take one (1) regular day off (RDO) per week according to the complement.

**Option 3.** Employees will work a 40-hour work week consisting of a 4 day or night shift configuration. Each shift will work from 0700 to 1700 while on day shift, and 1300 to 2300 while on night shift. Employees will rotate from day to night shift every other week.

- E. For Communications personnel shall be 42 hours per week, and such employees shall work a 12-hour day, 12-hour night shift on a 2-days/2-nights and 4-days off schedule. One or more Communications employees and the Department may mutually agree on an alternative work schedule, if freely and voluntarily accepted by the employees and after prior consultation with the Association.

- F. For employees assigned to M-1 shift, shall be 40 hours per week, and such employees shall work five (5) 8-hour shifts, Monday through Friday from 0700 hours to 1500 hours. For employees assigned to M-2 shift, shall be 40 hours per week, and such employees shall work five (5) 8-hour shifts, Monday through Friday from 1500 hours through 2300 hours.

- G. For all other employees shall be 40 hours per 5-day workweek, with Saturday and/or Sunday scheduled only by mutual agreement between the employee and the Department.

- H. Special rules for "M" shift:

1. Effective January 4, 2021 in accordance with paragraph 3 of Side Letter # 7, dated May 14, 2020, notwithstanding Exhibit P, and for the duration of Fiscal Year 2023, the hours of work, work assignment and leave for personnel assigned to "M" shift shall be as provided in the Special Addendum to this Agreement (Exhibit P). Those terms shall nonetheless be contractual as between the parties notwithstanding paragraph IV in the Special Addendum (Exhibit P).
2. With respect to "M" shift, if not renewed by agreement of the Association and County Administration prior to December 31, 2022, this subsection 9.1.H. shall expire as of July 1, 2023.
3. Upon the effective date of this Agreement (July 1, 2021), the parties shall begin to work to

reach an “M” shift agreement by November 1, 2021 for a mutually agreed “M” shift schedule to be implemented on or about January 1, 2022.

- I. In accordance with Side Letter #7, dated May 14, 2020, “E” shift and “M” shift units shall be permitted to return directly to quarters out of service upon completion of their scheduled shift - if relief has not been assigned. Subject to Side Letter # 7, dated May 14, 2020, designated E/M shift units (or like weekend and overnight units) shall be permitted to clear an incident or hospital while out of service and to return directly to quarters. Unit personnel are to monitor and respond to emergency calls for incidents that may necessitate a response while returning to quarters. Consideration shall be given to nature of call, other units responding and unit proximity to call. If not renewed by agreement of the Association and County Administration prior to June 30, 2023, this language shall expire at the end of Fiscal Year 2023.

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

- A. No employee shall be recalled from leave, nor shall a leave day previously approved be canceled, except in case of emergency. In the event an employee is required to work on a previously approved leave day, said time shall be paid at one and one-half (1-1/2) times the employee's regular rate.
- B. All employees held over beyond their regularly assigned shift shall be paid at one and one half (1-1/2) times the employee's regular rate of pay for all hours actually worked.
- C. Employees who work night shift during the conversion to daylight savings shall receive one hour at one-and-one-half times (1-½ x) their regular rate of pay.
- D. Employees who are required to report to the County sponsored clinic for follow up as a result of a random drug and alcohol test shall be paid at one-and-one-half (1- 1/2) their regular rate of pay for a minimum of 4 hours in addition to travel pay.
- E. This Section applies to employees who are recalled from leave or held over. When employees are directed to report to the County-sponsored clinic (e.g., Mercy at Ridgely Road) at the direction of the Department for evaluation or management of an on-or off-duty illness or injury, they shall be paid hour-for-hour at their regular rate of pay up to a maximum of three (3) hours from the time they report to the County-sponsored clinic until the examination is completed. As the County shall require the County-sponsored clinic to email its findings and recommendations to the Department following each visit, employees shall not be directed to personally deliver any clinic materials to the Department. If an employee is placed on modified duty, the employee shall be expected to report for assignment on the weekday following the clinic visit (Monday through Friday) at Department Headquarters.

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

### **Section 9.4 - Exchange Time**



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

The Fire Department shall prepare a monthly report and provide it to the Administration and Association documenting the employees who exchange in and exchange out and the net difference.

## ARTICLE 10 - COMPENSATION

### Section 10.1 - Annual Salary.

- A. The pay schedule in place on June 30, 2024 shall continue in effect until December 31, 2024 for all bargaining unit employees. On January 1, 2025, the County shall grant and implement a four percent (4.0%) cost of living adjustment to the base wage of each employee in the bargaining unit as reflected in the appendix of this agreement. The attached appendix reflects, and the County shall implement, new longevity rates for employees with twelve, fourteen, sixteen, eighteen, twenty, twenty-two, twenty-three, and twenty-seven years of service.
- B. On January 1, 2026, the County shall grant and implement a three percent (3.0%) cost of living adjustment to the base wage of each employee in the bargaining unit as reflected in the appendix of this agreement.
- C. On January 1, 2027, the County shall grant and implement a three percent (3.0%) cost of living adjustment to the base wage of each employee in the bargaining unit as reflected in the appendix of this agreement.
- D. The following separation of pay grades between Fire Department classifications shall be observed:
  - 1. Probationary Firefighters and Probationary EMTs shall be classified in grade 8F.
  - 2. Fire Fighter/Emergency Medical Technician (FF/EMT) shall be paid at least two (2) grades higher than Fire Fighter (FF).
  - 3. Emergency Medical Technician (EMT) and Emergency Medical Technician/Fire Fighter (EMT/FF) shall be paid at least three (3) grades higher than Fire Fighter (FF), which begins at 8-F on the pay schedule.
  - 4. Fire Apparatus Driver/Operator (FADO) and Fire Specialist (FS) shall be paid at least one (1) grade higher than Emergency Medical Technician/Fire Fighter (EMT/FF).
  - 5. Paramedic (PM) and Paramedic/Firefighter (PM/FF) shall be paid at least three (3) grades higher than EMT/FF.

6. Paramedic First Class (PMFC) shall be paid at least four (4) grades higher than EMT/FF.
  7. Fire Lieutenant and EMS Lieutenant (LT) shall be paid at least five (5) grades higher than EMT/FF.
  8. Fire Captain and EMS Captain (CPT) shall be paid at least three (3) grades higher than Fire Lieutenant and EMS Lieutenant.
- E. When a Pay Schedule V employee is promoted to Fire/EMS Lieutenant or from Fire/EMS Lieutenant to Fire/EMS Captain, that person will receive their entire salary improvement at the time of promotion.
- F. All Steps, Grades, and Longevities (e.g., Exhibits C-1 through C-4) shall be guaranteed for the Term of this Agreement. There shall be no furloughing or laying off of Pay Schedule V Bargaining Unit Members during Fiscal Years 2025, 2026 & 2027.
- G. If, in or for Fiscal Years 2025, 2026, and 2027, members of Fraternal Order of Police, Lodge No. 4 (the FOP) receive a mutually agreed upon wage increase or any other form of compensation or fringe benefit, including but not limited to premium pay, allowances, special duty pay, reclassifications, pension, insurance, which, increase exceeds in the aggregate the increase given to members of Baltimore County Professional Fire Fighters Association, IAFF Local 1311 (IAFF 1311), then all members of IAFF 1311 shall receive the same proportional increase as the FOP's members. Accordingly, throughout the term of this Memorandum of Understanding, parity shall be maintained between the FOP and IAFF 1311 bargaining units in the amount by which total compensation for the members of the respective units is increased by action of the County Administration and/or the County Council.
- H. Subject to the operation of Section 8.5., for the classification of Paramedic, employees who meet the minimum qualifications and are "turned in" by the Baltimore County Fire Department shall be eligible to submit an application for promotion at any time during the duration of this Memorandum of Understanding. Such qualified application shall result in the applicant for promotion being placed on the eligibility list for the promotion in the order of receipt by the Office of Human Resources of the application. Any application received on the same date shall be ranked by departmental seniority and if needed Fire Rescue Academy class ranking.
- I. Effective July 1, 2023, employees assigned as EMS Lieutenant (16F2) and EMS Captain (19F2) shall be separately denoted on the pay schedule attached to this MOU. The Medic Certification Supplement shall be added to and considered a part of the base pay for each employee holding either position/assignment.

#### **Section 10.2 - Call-Back Pay and Premium Scale.**

- A. Any employee on "A", "B", "C", "D", "E", "M-1", and "M-2" shifts called back to work on any shift on which they were not normally scheduled to work shall be paid for all hours worked but not less than four (4) hours. Subsequent call backs within a twenty-four (24) hour period shall be paid at



the overtime rate for time actually worked.

- B. If a temporary officer vacancy occurs, as determined by battalion, unit or station, and there is no surplus (as determined by shift) of personnel County-wide, and the vacancy occurs within ten (10) hours prior to the start of a night shift, or within fourteen (14) hours prior to the start of a day shift, an unscheduled call back of another officer will be made to fill the vacancy, and no officer will be detailed to fill a temporary vacancy during this time period. If the temporary vacancy is for a Lieutenant, and a Captain is currently working at that station, only a Lieutenant will be eligible to be called back.
- C. If an employee that is called back to work and reports for duty is not needed, the employee shall be entitled to work and receive four (4) hours pay at the regular/call back rate and not be credited with a callback. If an employee is contacted to work a callback and is re-contacted before reporting to duty to cancel the callback, they will maintain their position on the callback list and receive no compensation.
- D. Only an employee who is eligible for transfer into Emergency Operations via Section 12.4 herein shall be eligible for callbacks within Emergency Operations. Additionally, said employee must possess all required minimum NFPA certifications.

**Section 10.3 - Meal Allowance.**

Employees who are held over and required to work more than two (2) hours beyond their regular schedule shall be entitled to receive a meal allowance of ten dollars (\$10.00).

<u>NUMBER OF HOURS HELD OVER</u>	<u>NUMBER OF MEALS</u>
• 2 hours but less than 4 hours	1
• 4 hours but less than 8 hours	2
• 8 hours but less than 14 hours	3

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

**Section 10.4 - Substitution Pay.**

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

- C. Higher class job substitution opportunities shall be distributed equally among all qualified employees, including “E” and “M” shift personnel, as follows:
1. Chief Officers will compare the hours offered to qualified personnel and consider operational necessity when making a substitution assignment and they shall make a good faith effort to equitably distribute substitution opportunities.
  2. In the event of a long-term higher class/temporary assignment of 60 days or more, the Association may request a meeting with members of the Department command staff to discuss the rationale for extending the time frame for the higher class/temporary assignment.
  3. The Department shall consider and seek to balance the equitable treatment of qualified members and the Department’s operational need prior to making a determination of continuing the assignment

**Section 10.5 - Funeral Expense.** In the event an employee actively employed in the bargaining unit dies due to an occupational illness or injury incurred in the line of duty, the Department will pay all bills duly presented in connection with funeral expenses up to a maximum of twenty thousand dollars (\$20,000.00).

**Section 10.6 - Travel Mileage Allowance.** The standard business mileage allowance shall be at the rate set by the Internal Revenue Service in effect on the date the mileage was actually driven, plus tolls and parking, and shall be paid to employees who use privately owned vehicles for official county travel necessary to carry out the required or authorized duties of their positions, including mileage for travel to and from required training classes, without regard for the number of passengers they may have. The mileage chart on each station bulletin board shall be updated regularly. Travel payment shall be in accordance with the Uniform Travel Policy attached hereto as Exhibit D, provided that employees shall be paid mileage allowance for a full round trip from home to the Health Clinic when made at the request of the Fire Department, Health Clinic, or when required by policy. Such round-trip mileage to be paid for shall not exceed one hundred fifty (150) miles.

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

**Section 10.8 - Shift Differential and Workload Incentive/Differential Pay.**

- A. Shift and Workload Differential shall be seventy-five cents (\$0.75) per hour for all employees on a 40- hour per week work schedule assigned to Support Services, M-1 Shift, M-2 Shift, M-5 Shift, M-6 Shift, MDO or E-Shift and shall be paid for all hours worked on such schedule.
- B. Employees on light duty, on exchange, on callback and probationary employees in training shall not be paid a differential.
- C. Effective January 1, 2026, the Workload Differential shall be one dollar and twenty-five cents (\$1.25) per hour for all employees listed in 10.8(A) above and it shall be fifty cents (\$.50) per hour for all employees on the A, B, C & D shifts. It shall be paid for all hours worked on the 40- & 42-hour schedules and for all hours worked on a regularly scheduled day shift.
- D. Effective January 1, 2027, the Workload Differential shall be one dollar and seventy-five cents (\$1.75) per hour for all employees listed in 10.8(A.) above and it shall be one dollar (\$1.00) per hour for all employees on the A, B, C & D shifts. It shall be paid for all hours

worked on the 40- & 42- hour schedules and for all hours worked on a regularly scheduled day shift.

**Section 10.9 - Life Insurance.**

- A. This benefit section (a) applies only to employees hired on or before June 30, 1997. The life insurance benefit shall be two (2) times the employee's annual salary, adjusted up to the nearest \$1,000, subject to a maximum of \$200,000. Life insurance will not be reduced if the employee's compensation changes. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. The employee may purchase an additional \$10,000 or \$20,000 of additional life insurance, with the employee paying 100% of the cost of such additional life insurance. Upon retirement, the life insurance benefit shall not be reduced.
- B. This benefit section (b) applies only to employees hired on or after July 1, 1997. The life insurance benefit shall be one (1) times the employee's annual salary, adjusted up to the nearest \$1,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. This benefit shall be in effect only during the employee's active service as a Baltimore County employee.

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

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

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

**Section 10.13 - Educational Assistance.** The County will fund an Educational Assistance Program that shall provide for reimbursement of seventy percent (70%) of tuition, lab fees and mandatory activity fees paid by an employee, for a total reimbursement of up to five thousand dollars (\$5,000) in fiscal year 2024 and thereafter subject to the existing requirements of the program.

**Section 10.14 - Holiday Pay.**

- i. Employees working on the following holidays shall receive one and one-half times their regular rate for their entire shift: Christmas, Martin Luther King Jr. Day (observed 3<sup>rd</sup> Monday of January), Thanksgiving, Memorial Day, Juneteenth, Labor Day, Veterans' Day, New Year's Day and Independence Day (4<sup>th</sup> of July).
- ii. Employees will also receive one and one-half times their regular rate of their entire shift for the following Holidays: Presidents' Day and Columbus Day. Payment shall be on the basis of the shift that reports for work within the holiday hours.
- iii. Employees who are directed by Management not to report to work on Martin Luther King Jr. Day, Veterans' Day, and/or Presidents' Day shall be granted leave for that day without a change to their leave balances (this includes employees on Modified Duty).
- iv. Employees on the voluntary call back list who are called to work on Christmas, Thanksgiving, New Year's Eve will receive two times their regular rate for their entire shift.
- v. Employees who have been assigned to, and worked, modified or administrative duty for four (4) consecutive months will thereafter be paid for each holiday without a change to their leave bank.

**Section 10.15 - Tax Status of Employee Contributions.** In accordance with Federal Law, employee contributions for all health premiums, and contributions to the Baltimore County Retirement System, shall be in terms of pre-tax dollars.

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

**Section 10.17 - FLSA Resolution.**

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

**Section 10.18 - Direct Deposit.** Direct deposit of regular payroll checks shall be available to all employees. Employees will be required to receive their regular payroll checks through direct deposit at a bank or other banking facility.

**Section 10.19 - Medic Certification Special Pay.**

- A. Except for employees for whom the Medic Certification Supplement is to be added to base pay effective July 1, 2023 (i.e. EMS Lieutenants or EMS Captains), or for whom it was added to base pay previously due to the operation of Section 10.1.1., an employee who is certified and functions in Baltimore County as a CRT-I, EMT-I, or EMT-P shall receive a Special Pay of three thousand dollars (\$3,000). The Special Pay shall be equally divided and paid bi-weekly along with the employee's regular pay. If applicable, employees who lose or relinquish their certification during the fiscal year shall reimburse the County on a pro-rata basis consistent with Section 10.32 Paycheck Protection (Recoupment Procedures). The medic certification supplement shall be paid in the first pay of December.

Bargaining unit members who promote to Paramedic, Paramedic Firefighter, Paramedic First Class, EMS Lieutenant or EMS Captain after receiving this Special Pay of three thousand dollars (\$3,000), shall be obligated to repay the County on a pro-rata basis consistent with Section 10.32 Paycheck Protection (Recoupment Procedures).

- B. Bargaining unit members who obtain one of the above certifications and fully functioning in Baltimore County as a Cardiac Rescue Technician, EMT-I, or EMT-P after November 1 of the fiscal year shall receive the Special Pay, prorated by 1/12 per month for the full months ending June of that fiscal year.
- C. Bargaining unit members who attain EMT-I or EMT-P shall be reimbursed up to one-thousand dollars (\$1,000) for costs of obtaining the certifications that are not covered by Section 10.13 of this Memorandum of Understanding. The reimbursement shall occur within thirty (30) days after County ALS clearance and completion of ALS course. They are required to submit all invoices and receipts.

The above enumerated Special Pay shall be maintained throughout the terms of this agreement.

**Section 10.20 - Hazardous Materials Specialty Certification and Assignment Pay.** Any employee assigned to the Primary Hazardous Materials Unit or the Satellite Unit who possesses Hazardous Material Technician Certification shall receive a ninety dollar (\$90) supplement per pay. Those employees receiving supplemental pay above who are temporarily re-assigned to another location for less than sixty (60) days shall continue to receive supplemental pay.

**Section 10.21 - Battalion Training Facilitator.** Any employee designated as a Battalion Training Facilitator shall receive a ninety dollar (\$90) supplement per pay.

**Section 10.22 - Advanced Tactical Rescue Team.** Any employee assigned to the Advanced Tactical Rescue Team who possesses NFPA 1006 certification in a minimum of three (3) modules/disciplines at the Technician Level of Technical Rescue shall receive a ninety dollar (\$90) supplement per pay. Those employees receiving supplemental pay above who are temporarily re-assigned to another location for less than sixty (60) days shall continue to receive supplemental pay.

**Section 10.23 - Fire-Rescue Academy Assignment Pay.** Any employee assigned to the Fire-Rescue Academy (including adjunct instructors) shall receive a ninety dollar (\$90) supplement per pay. Any employee assigned to Station 57 that is Maryland Instructor Certification Review Board (MICRB) certified shall receive a ninety dollar (\$90) supplement per pay.

**Section 10.24 - Fire Marshal's Office Assignment Pay.** Any employee assigned to the Fire Marshal's Office or Office of Emergency Management shall receive a ninety dollar (\$90) supplement per pay.

**Section 10.25 - Peer Fitness Trainer Pay.** Any employee trained and designated as an IAFF Peer Fitness Trainer or any employee with a certification in a relevant fitness, strength and conditioning, and/or wellness specialty shall be designated as a Peer Fitness Trainer (PFT) and shall receive a ninety dollar (\$90) supplement per pay. There shall be a limit of twenty-five (25) PFTs Peer Fitness Trainer supplemented at any time.

**Section 10.26 - EMS Field Preceptor Pay.** EMS staff, who are not Paramedic First Class EMS, who have been licensed to perform the skills as a preceptor, completed a local field preceptor program, and have been approved by the FRA and assigned students by the Department shall receive a ninety-dollar (\$90) supplement per pay while actively performing Preceptor duties.

**Section 10.27 - Court Appearance.** All employees required to appear in court for Departmental matters on a non-scheduled work day shall be granted a minimum of four (4) hours at one and one half times (1-½ X) their regular rate of pay. All employees shall also be entitled to travel pay (Exhibit D herein). Should a member be required to appear in court for the Department and be scheduled for night work the night prior they shall be granted off with permission for that night shift in lieu of overtime for the appearance.

**Section 10.28 - Maintenance of Supplemental Pays.** During the term of this agreement, supplemental pays enumerated in Section 10.20 through 10.26 above, shall be maintained at their current amounts as provided in Supplemental Pay Schedule X as of June 30, 2020, except for Hazardous Material Technician Certification which shall be increased to sixty dollars (\$60.00) per pay as provided in Section 10.20. (See Exhibit B1 and Side Letter # 7 dated May 14, 2020.)

**Section 10.29- Lead Instructor of the Fire Academy.** One employee assigned as the Lead Instructor for each Fire Academy Recruit Class shall receive a pay supplemental in the amount of Five Hundred Dollars (\$500.00) for the Class.

**Section 10.30 - Support or Administrative Services.** Any employee assigned to a 40-hour work week in Support or Administrative Services, and who is not enumerated in the supplemental pay sections above, shall also receive a ninety dollar (\$90) supplement per pay.

**Section 10.31 - Paycheck Protection (Recoupment Procedures).**

- A. When the County determines that an employee has been overpaid, it shall notify the Employee. The County's notification shall specify the amount and dates of the alleged overpayment, as well as the reasons for the overpayment.
- B. The County shall have the right to recover the overpayment utilizing the following procedure:
  1. The County may not charge interest.
  2. The County may recover overpayments that occurred within twelve (12) pay periods of when the County provided notice to the employee of the overpayment.
  3. The County shall recover the overpayment over the same period of time in which the employee was overpaid (i.e., if an employee who was overpaid by \$5.00 per pay period for

4. six pay periods shall refund the employer at the rate of \$5.00 per pay period for six pay periods).
5. Repayment shall not exceed 15% of the employees pay per period.
6. Nothing in this Section 10.32 shall prohibit the County and the employee from agreeing to a different repayment schedule if documented in writing.
7. In the event the employee contests whether he/she was actually overpaid, the County shall not commence recovering the overpayment until any appeal is exhausted, which grievance appeal shall start at step 4 of Article 5 of this Agreement.

## ARTICLE 11 - LEAVES AND VACATIONS

### Section 11.1 Annual Leave.

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

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

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

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

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

3. All other employees, including those personnel assigned to E, M-1, and M-2 shifts shall earn and accrue annual leave in accordance with the following schedule:

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



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

**Section 11.2 - Vacation and Leave Selection.**

**A. Vacation Schedule - Shift Personnel.**

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

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

**C. Vacation Selection Process.**

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

**D. Vacation Selection Process for Officers.**

1. Fire Captains, EMS Captains, Fire Lieutenants, and EMS Lieutenants (EMS Captains or EMS Lieutenants assigned to vehicles) shall make initial vacation selections by rank seniority on a battalion basis.
2. EMS Lieutenants and EMS Captains (assigned to vehicles) shall pick vacation and leave at the station where their office is located.
3. Four (4) officers per field division shall be allowed off on the following three days: Christmas,



New Year's Eve, and Thanksgiving.

4. Captains shall select their vacations first according to rank seniority within their battalion shift. The senior Captain may select one (1) tour or two (2) consecutive tours with his/her first selection. The remaining Captains choose in the same manner according to rank seniority until all Captains have had an opportunity to select vacation for the initial round of selections.
5. Lieutenants shall select their vacations by rank seniority within their battalion shifts after the Captains in the battalion have completed their initial selections. The senior Lieutenant may choose one (1) tour or two (2) consecutive tours with his/her first selection. The remaining Lieutenants choose in the same manner according to rank seniority until all Lieutenants have had an opportunity to select vacation for the initial round of selections.

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

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

**G. Changing Vacation Selections.**

1. After a vacation selection has been made, recorded at the station, and forwarded to the Battalion Chief, any change to the vacation selection must be submitted to the Battalion Chief.
2. If a member is transferred by the Department, and it is not at the request of the member, it will be the responsibility of the Battalion Chief to insure that the member maintains his/her selection at the new station. Employees transferred as a result of discipline will not maintain their vacation selections at their new assignment.
3. Employees who as a result of disciplinary or other actions on the part of the Department are involuntarily transferred from one station to another shall, nonetheless, be granted the opportunity to use leave on the same day as previously picked while at their prior assigned station, provided that the same date is available for use at their new station. If the date previously picked by the transferred employee is occupied, then the employee may pick again from the dates remaining open at his/her new station.

**H. Vacation Selection for Fire Marshal's Office (FMO).**

1. For Fiscal Year 2020, vacation selection for the Fire Marshal's Office must be made either in four (4)-day or two (2)-day increments as follows: First two (2)-day or last two (2) - day increments with employees being charged ten (10) hours for each day. "E" shift personnel shall be permitted to select two (2) days or three (3) days immediately before or after their

RDO. Vacation selection for “M” shift personnel shall be made in weeklong increments, 2 days (Monday/Tuesday) or 2 days (Thursday/Friday).

2. The vacation selection process shall be by shift starting with the Captain. Once the Captain has selected, the Lieutenants shall select by seniority. Once the Lieutenants have selected, then all other employees shall select by seniority. This process shall repeat itself for a second and third round, until all selections are made.

**I. Leave Usage.**

1. Leave, other than vacation selection, may be selected at 0001 hours thirty two (32) days prior to the first day of the tour desired for personnel assigned to A, B, C, and D shifts, and twenty eight (28) days prior to the first day of the tour desired for personnel assigned to E shift. Any day in the tour may be selected. All requests for leave received between 0001 hours and 0900 hours thirty two (32) days prior to the first day of the tour desired for personnel assigned to A, B, C, and D shifts, and twenty eight (28) days prior to the first day of the tour desired for personnel assigned to E shift, shall be considered as equal and determination of who is granted leave shall be made in the same selection order as the vacation selection listed in F above.
2. Determination for who is granted leave for all requests made after 0900 hours thirty-two (32) days prior to the first day of the tour desired, shall be determined by who requested the leave first.
3. Annual leave (other than vacation selections) may be taken in full-shift increments; leave may also be taken in five (5) hour increments, contiguous with the beginning or end of shift.

**J. Battalion Leave List.**

Unused leave slots left open on the station calendars will be available to other employees countywide under the following conditions:

1. Subject to Special Addendum, Exhibit P, (for Fiscal Year 2021, effective January 4, 2021 ) which Addendum shall prevail, in accordance with Side Letter # 7, Field personnel seeking guaranteed leave must apply for leave (sign the battalion leave list) at least forty- eight (48) hours before the start of the tour of duty for which they seek to utilize leave, subject to the guarantee of thirty-three (33)/thirty-five (35) positions under Section 11.6.A. of this Article 11, without respect to call backs. Requests for leave received within forty- eight (48) hours of or during a tour of duty shall be filled only if leave slots are available and call backs will not result from satisfying the request. Station calendars will be closed at 1800 hours on the first night of the tour of duty for the purpose of allotting leave spots for the next tour of duty.
2. Field Personnel who apply for leave, above the station complement allowed off, will be placed on the “Battalion Leave List.”
3. Upon completion of assignments on the first night, the Battalion Chief will grant leave from the battalion leave calendar, if any leave is available within the battalion (i.e., First Battalion 11, Second Battalion 12, Third Battalion 10). If after Battalion Leave is assigned as

above, any leave slots remain unused within other battalions (under the guarantee under Section 11.6.A. of this Article 11 of 33/35 positions countywide) and the request for one or more field personnel remains unsatisfied, the Department shall proceed to grant those added requests following procedures in subparagraphs 11.2.I and 11.2.J.

4. Determination of who is granted such leave shall be in accordance with Section 11.2 (I) of the Memorandum.
  5. Employees on A, B, C, D, E and M shifts may apply to all open battalion leave slots subject to Side Letter # 7, dated May 14, 2020.
- K. It is agreed that any changes made to this Section 11.2 may be made by mutual agreement between the Department and the Association.
- L. The Department shall establish a policy for employees to use annual leave in emergencies.
- M. Above the Complement Leave shall be granted to personnel if vacancies exist above the allowed complement. Personnel "Above Compliment" (NOT on Battalion Leave List in Section J above) will be on Standby Leave and subject to recall up to the start of the shift. Once the shift has started, they are granted Leave and not subject to recall.
- N. In all leave selections and assignments made under this Section 11.2, the preference granted under this Section shall prevail over FMLA designated leave.
- O. Newly Assigned Personnel Vacation Selections.**
1. When individuals are transferred onto a new assignment via promotion or transfer, they shall be afforded an opportunity for annual vacation selection.
  2. Members may pick selections up to the equivalent number of those chosen at their previous duty assignment.
  3. Vacation selections made available by the member formerly assigned shall be offered to all shift personnel on a seniority basis including the newly assigned individual.

**Section 11.3 - Bereavement Leave.** Four (4) days absence without loss of pay shall be permitted for the death of a parent, mother-in-law, father-in-law, child, brother, sister, spouse, stepparent, stepchild, step-brother, step-sister, spouse's step-brother, or spouse's step-sister, brother-in-law and sister-in-law. Three (3) days absence without loss of pay shall be permitted for the death of grandparents (including spouse's grandparents), grandchildren. One (1) day's absence without loss of pay shall be permitted for the death of an aunt or uncle (including spouse's aunt or uncle), provided that one (1) day additional leave with pay may be granted, at the discretion of the Chief of the Fire Department, when extensive travel is involved. Bereavement leave shall be considered as hours worked for the purpose of computing overtime pay, and must be taken during the period commencing the calendar day on which death occurs and ending two (2) calendar days after the funeral. The Chief of the Department has the authority to make exceptions to the above due to the religious preference of the employee. In administering this provision, no distinction shall be made by the County between step-relatives and relatives by blood relation.

**Section 11.4 - Sick Leave.**

- A. Effective January 1, 2002, employees will earn twelve (12) days of sick leave per year. For retirements effective December 31, 2001 and thereafter, employees shall receive retirement system membership service for unused sick leave in accordance with the formula that sixteen (16) days of unused sick leave are equal to one (1) month of membership service; one (1) additional month of membership service shall be granted if fractional days totaling eight (8) or more result from the application of this formula.
- B. **Conversion.** Because of the credit received at retirement (16 days = 1 month service), sick leave conversion to hours shall be calculated dependent upon your assignment.
1. Personnel assigned to shift work in Emergency Operations and personnel assigned to the Communications Division, shall earn 12 days x 12 hours = 144 hours per year.
  2. Personnel who work ten (10) hour days shall earn 12 days x 10 hours = 120 hours per year.
  3. Personnel who work eight (8) hour days shall earn 12 days x 8 hours = 96 hours per year.
  4. When personnel are transferred or reassigned to divisions working a different schedule, sick leave accrued shall be adjusted to reflect the same amount of days, but converted to hours.

**Examples:**

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

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

### **Section 11.6 - Personnel Guaranteed Leave Per Shift.**

- A. Effective July 1, 2009, the Administration will guarantee thirty three (33) Bargaining Unit employees leave on each shift County-wide. At no time shall M-1 and M-2 shifts employees be calculated within the 33 guaranteed leave.
- B. One bargaining unit employee per ten employees assigned to "E" shift shall be guaranteed leave in addition to the employees listed in subsection A above. The leave entitlement in this subsection is in addition to the Regularly Scheduled Day Off (RDO) afforded E Shift personnel.
- C. The standard guaranteed leave ratio at any workplace shall not exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments. Additionally, both M-1 and M-2 shifts shall be guaranteed a leave ratio not to exceed one (1) employee allowed off on leave per every eight (8) employees assigned.
- D. In the event that the total hours of annual leave for all personnel assigned to a station/shift, exclusive of accrued leave, exceeds the amount of leave hours available according to the station calendar for said personnel, the Department agrees to structure a process to insure that all affected personnel may utilize their annual leave entitlement.
- E. It is agreed to that changes may be made to Section 11.6 by mutual agreement between the Department and Association.

**Section 11.7 - Additional Leave Provision.** In the event the County Executive grants additional leave to non-essential county employees for any reason, those employees required by the Fire Department to perform duties shall be entitled to receive one hour of "non-work leave" ("F" Leave) for each hour granted, in addition to any pay which they are entitled to for that period. When an official non-work day is granted, members may select which date to utilize the "F"-Day from the point of earning said leave until the end of the calendar year. Employees with credited, unused "F" time after December 31<sup>st</sup> will be charged "F" for their next non-sick leave day used between then and March 31<sup>st</sup>.

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

**Section 11.9. - Maryland Healthy Working Families Act of 2018.** All employees covered by the Agreement shall be eligible for benefits under the Maryland Healthy Working Families Act (the Act), in such form as adopted and as it may be amended from time to time. Employees may use accrued sick and safe leave in accordance with and subject to the conditions of use recognized in the Act.

**Section 11.10 - Family and Medical Leave Act (FMLA) Leave.** Employees may designate which type of their accrued and/or annual paid leave shall be applied to their OWN FMLA-covered absence from work. During the course of such absence, the employee may change the type of paid leave applied.

## **ARTICLE 12 - TRANSFERS**

**Section 12.1 - Station to Station or Shift to Shift Transfers.** An employee desiring a transfer from one station and/or shift to another must submit a request specifying the shift and station to which the

employee desires transfer; provided that nothing herein shall be construed to limit the number of transfer requests an employee has pending simultaneously. Any transfer request so submitted remains valid until cancelled or a higher priority is honored. If an Emergency Operations employee has more than one transfer request pending simultaneously, the employee must list on each such request its relative priority to other requests. At least five (5) calendar days before a transfer list closes and transfers are announced, the Fire Department shall advise the Association of the closing date, so that it may encourage members to rescind or revise their transfer request(s) accordingly. This announcement provision is not required for negotiated transfers or special circumstances. An employee must accept any transfer offered by the Fire Department for which the employee has submitted a request. Transfers will be accepted only for the classification the employee currently holds, or satisfies 12.8 below.

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

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

**Section 12.4 - Transfers into Emergency Operations.** Only an employee in a Support Division who has reached the employee's present position by a transfer from Emergency Operations and who possesses all required minimum NFPA certifications may submit a transfer request in accordance with Section 12.1 which will be deemed valid, or satisfy 12.8 below.

**Section 12.5 - Transfer from One Job Classification to Another.**

- A. Those employees who meet all job specifications of another position in the same pay classification, i.e., FADO or Fire Specialist, may be allowed to transfer laterally into the other job classification, after one (1) year in the job classification to which the employee was promoted. Lateral transfer requests may only be made in the thirty (30) day period preceding the effective date of the classification's promotional list for which the employee wishes to transfer. All lateral transfer requests submitted during this period shall be deemed the same in regard to the date submitted and then be honored by the Department seniority. All lateral transfer requests that are not honored during the effective period of the promotional list must resubmit the request for lateral transfer within the next thirty (30) days prior to the effective date of the classifications' next promotional list for which the employee wishes to transfer. Personnel who receive a lateral transfer shall be assigned to stations in the same manner as newly promoted personnel. Effective for all promotional lists established after June 30, 1998, lateral transfers will be honored only when the promotional list for the desired job classification has been exhausted. This paragraph



does not apply to transfers between the classifications of EMS Lieutenant and Fire Lieutenant or EMS Captain and Fire Captain.

- B. Effective for all promotional lists established after June 30, 2002, those employees who desire may elect to compete in the promotional process within the same pay grade regardless of the job classification currently held, instead of requesting a lateral transfer. An employee who elects to take the promotional test for the desired job classification is not eligible to be on the lateral transfer list during the period covered by the promotional list generated by that test.
- C. A Fire Lieutenant may request a lateral transfer to EMS Lieutenant if prior to July 01, 2007 they functioned as a Fire Lieutenant in EMS, or satisfy 12.8 below.
- D. An EMS Lieutenant may request a lateral transfer to Fire Lieutenant if prior to July 01, 2007 they functioned as a Fire Lieutenant in Suppression, or satisfy 12.8 below.
- E. A Fire Captain may request a lateral transfer to EMS Captain if prior to July 01, 2008 they functioned as a Fire Captain in EMS, or satisfy 12.8 below.
- F. An EMS Captain may request a lateral transfer to Fire Captain if prior to July 01, 2008 they functioned as a Fire Captain in Suppression, or satisfy 12.8 below.

**Section 12.6 - Voluntary Demotions.** Employees shall be guaranteed the right to request to demote to another classification when the eligibility list for that classification has been exhausted and an authorized vacancy exists. An employee who elects to demote by taking the promotional test for the desired job classification is not eligible to be on the demotion request list for that desired job classification during the period covered by the promotional list generated by that test.

**Section 12.7 - Classification Determination.** The Office of Human Resources shall determine which current Captains have obtained eligibility to request transfer through the utilization of standard 12.8 below.

**Section 12.8 - Selective Certification.** The following shall be followed in regard to the Selective Certification:

- A. Captains and Lieutenants who are “selectively certified” will be required to remain in that position for the entire duration of that eligibility list.
- B. Upon expiration of the said eligibility list, the Office of Human Resources, shall determine said members eligibility for transfer. Only members whose original ranking has been sequentially achieved during the duration of that eligibility list, shall be deemed then eligible for transfer request into a “non-selectively” certified position. Those who were not sequentially reached will be required to retest in the future.
- C. Upon satisfactory completion of the standards above The Office of Human Resources shall place a letter of verification of same as permanent record in both Human Resources and Fire Department Personnel Files.

## **ARTICLE 13 - SAFETY AND HEALTH**

**Section 13.1 - Safe Working Conditions.** The Administration will, to the extent of its authority, provide

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

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

A. The County shall supply to each employee, and replace on an as needed basis:

1. Effective July 1, 2020, phased in through June 30, 2023 - Two (2) turnout coats.
2. One (1) helmet; personnel may purchase and utilize the following NFPA certified helmets of approved colors (Sam Houston Model N6A1, Carnes Models 1000, 1010, 1044, and Ben2LR). Additionally, as new helmet models are developed, they may be approved so long as they are NFPA certified and approved through E. of this section below.
3. One (1) adjunct with a check valve.
4. Effective July 1, 2020, phased in through June 30, 2023 - Two (2) pairs of turnout pants with suspenders.
5. One (1) pair of leather structural firefighting 14" high slip on boots (all White P.A.T. Tag Personnel). EMS-only personnel (Blue P.A.T. Tag) shall be issued an 8" side-zip EMS boot, NFPA certified or be afforded one-hundred twenty dollars (\$120) in shoe replacement allowance. Effective July 1, 2008 when individuals who become Suppression Certified (White P.A.T. Tag) shall be issued the 14" slip on fire fighter boots.
6. Two (2) pairs of turnout gloves that meet NFPA 1971. Effective July 1, 2011 when current inventory is depleted the department shall begin replacing with the mutually approved upon model/style gloves.
7. Two (2) hoods that meets or exceeds NFPA standard 1971.
8. One (1) set personal hearing protectors.
9. One (1) gear bag to each employee assigned to Emergency Operations for the purpose of carrying turn-out gear when employees are detailed from one location to another.
10. One face piece.

B. The County shall supply, and replace on an as-needed basis:

1. One (1) pair of muff-type hearing protectors for each truck, and two (2) pairs of muff-type hearing protectors for each Medic.
2. One (1) NFPA approved P.A.S.S. device for each position. Each SCBA shall include an



integrated P.A.S.S. device.

3. One (1) pair of communication headsets for each riding position on all newly purchased apparatus. The County shall purchase sixteen (16) spare communication headsets to be used when a headset is in need of repair.
  4. One (1) Portable Radio and Two (2) Batteries for each riding position on every Engine, Truck, and Medic. The County will purchase a minimum of twelve (12) Radios and have them available as spare radios to temporarily replace radios that are in need of repair.
  5. One Thermal Imager shall be provided on each Engine and Truck. The Parties will address the replacement and expanded use of thermal imagers at the Joint Safety Committee which will share information about and discuss, and then make recommendations for the selection, purchase, and deployment of Thermal Imagers consistent with best industry practices. The committee will forward their recommendations to the Chief for review by October 1, 2024, and if approved, will be forwarded to the CAO for funding consideration.
  6. One (1) four-part gas meter shall be provided on each Engine and Truck.
  7. One (1) Air Compressor within each Division for the use in the air cascade systems in the career stations.
  8. Four (4) Sets of Ballistic Gear (helmet & vest) per EMS Lieutenant or EMS Captain vehicle. Said gear shall be readily recognizable as Non Law Enforcement.
  9. Five (5) SCBA packs shall be issued to each Truck Company.
- C. Full turn-out gear shall be worn on all calls for structure fires, rescue assignments, vehicle fires, Hazardous Materials incidents and other appropriate calls. Full turn-out gear shall not be required on heart related or medical incidents unless rescue is involved.
- D. The County, Fire Department, and Association shall continue to work in concert and consider all State and Federal Grant Avenues to obtain enhancements for the fire service, including but not limited to, the following:
1. A second turn-out coat, a second pair of turn-out pants and suspenders, and second hood for each member.
  2. Any form of comprehensive medical screenings for the membership to provide for early diagnoses of cancer or detection of cardiac or pulmonary abnormalities.
  3. Personal safety harness and escape system (generally a NFPA escape rope, descent control device, escape anchor, & carabiner and harness), along with associated training, for personal safety and escape.
  4. One (1) Portable Radio and Two (2) Batteries for each riding position on each Brush Unit / special unit.
- E. Effective July 1, 2011 when the Association and Department agree on a specific NFPA Personal Protective Equipment (PPE) members may voluntarily purchase said equipment at their personal expense. Either a Battalion Chief or Division Chief must authorize said PPE.

**Section 13.3 - Diesel Fume Levels.** The County shall install in each work location a source-capture system to eliminate all diesel exhaust from the employees' working environment. Furthermore, the system must capture and eliminate 100% of the diesel exhaust in the work environment. The system must comply with Federal, State and Municipal health and safety standards for controlling diesel emissions. The County will have a service contract to provide routine maintenance and repairs as necessary to ensure that the system stays in good working order.

**Section 13.4 - Minimum Staffing.**

- A. The County agrees not to utilize volunteer personnel to fill any of the below listed positions, except in cases of extreme emergency. Effective July 1, 2023, a minimum of one hundred ninety-two (192) employees shall be scheduled and working at all times. Employees assigned to work M-1, M-2, M-5 and M-6 shifts shall not count as part of the one hundred ninety-two (192). To ensure safety, engines and trucks shall be staffed with a minimum of four personnel, one of whom must be an officer. Medic units shall be staffed with a minimum of two personnel.
- B. Minimum Budgeted Positions. The County shall maintain the following minimum Budgeted positions under normal circumstances:
1. A minimum of one hundred four (104) Captains will be assigned to shift work, including "E" shift and "M" shift, with one (1) Fire Captain to be assigned in each Station on each shift.
  2. A minimum of one hundred thirty-five (135) Lieutenants will be assigned to shift work including "E" shift.
  3. One (1) Fire Specialist for each piece of apparatus (engine and truck/tower) on each shift.
  4. One (1) Fire Apparatus Driver/Operator for each piece of apparatus (engine, HAZMAT, truck/tower) on each shift (two (2) assigned for each Tiller Truck on each shift).
  5. One (1) FADO for each tanker on each shift.
  6. A minimum of sixty (60) Paramedic First Class
- C. Out of the minimum complements referred to in paragraphs B.1 and B.2, above, a minimum of six (6) EMS Lieutenants and two (2) EMS Captains per shift on A, B, C and D shift. The County agrees not to utilize Fire Apparatus Driver/Operators (FADOs) or Fire Specialists (FSs) on any Medic Unit unless it necessitates a county-wide call back to fill the vacant position on the Medic Unit.

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

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

**Section 13.7 - Fatigue Uniform.**

- A. The County shall supply each employee with a fatigue uniform which shall consist of the following:

1. Wash and wear pants
  2. Wash and wear shirts, short sleeve and long sleeve
  3. Fatigue jacket with lines
  4. Dress hat
  5. Baseball style cap
  6. Tie
  7. Badges, patches, collar pins and all other required insignias.
- B. All issued clothing and County issued safety work shoes, which are those shoes issued by vendors chosen by the County and are not a structural firefighting shoe but an everyday work shoe worn with the class “B” or “C” uniform, shall be replaced by the County on an as-needed basis throughout the year.
- C. The Department and Association shall revise SOP Personnel-1 Uniform Policy. The garments of the Class B Uniform shall be addressed to provide for: uniformity between Fire and EMS, options of male & female cut garments, comfort of the members, and durability.

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

**Section 13.9 - Joint Safety Committee.** A Joint Safety Committee shall be formed between the Association and the Fire Department to monitor overall safety and health within the Department and address identified safety and health concerns. The Committee shall consist of an Assistant Chief or the Assistant Chief’s designee, the Department’s Safety Officer, an employee named by the Chief of the Fire Department and three (3) Association representatives. The Committee shall meet quarterly with its findings and recommendations forwarded to the Chief of the Fire Department and the President of the Association within five (5) working days. During the term of this Memorandum of Understanding, the study shall continue on a fire fighter safety escape system.

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

**Section 13.11 - Apparatus Specification and Procurement Committee.** The Association shall be entitled to appoint two (2) members to the Department’s apparatus specifications and procurement committee.

**Section 13.12 - Substance Testing.** The current Random Drug and Alcohol Testing Program (SOP - Personnel 24) will be consistent with recognized industry standards related to Random Drug and Alcohol testing. Beginning July 1, 2024, SOP 400-02 will be modified to meet the criteria for reasonable suspicion as

indicated in Personnel 24. There shall be no changes to the current program without mutual consent during the term of this Agreement.

**Section 13.13 - Ice Machines.** The Department agrees to maintain current ice machines and shall provide ice machines to those stations that do not have one.

**Section 13.14 - Cleaning and Decontamination of Turnout Gear.** Gear shall be cleaned as needed. This cleaning procedure will be done to an industry standard utilizing County-provided gear extractors and dryers, or, by an authorized vendor. If need be loaner gear shall be made available. Station washers and dryers SHALL NOT be utilized for cleaning turnout gear. The department agrees to follow the "40% Rule" for the replacement of turnout gear after inspection. Should the cost of inspection and repair exceed 40% of the cost to replace the gear it shall be replaced with newly issued PPE. All Turnout Gear shall be retired from service and replaced at a minimum of every ten (10) years. The Association and County shall develop a rapid replacement Turn-Out Gear system. This system will include providing a timely response of replacement gear.

**Section 13.15 - Joint Infection Control Committee.** A Joint Infection Control Committee shall be formed between the Association and the Fire Department to monitor all Infectious Diseases that have been reported, review procedures, set policies, and improve the overall program. The committee shall consist of an Assistant Chief or the Assistant Chief's designee, the Department's infectious disease officer, the Fire Department Surgeon, an employee named by the Chief of the Fire Department, and 3 Association representatives. The committee shall not meet less than quarterly with findings and recommendations forwarded to the Chief of the Fire Department and the President of the Association within five (5) working days.

**Section 13.16 - Exposure Code.** The Fire Department and Association through the use of 13.16 - Joint Infection Control Committee above shall study the feasibility of an Exposure Code System. Said system will provide a code that will be used on all EMS and Fire Reports that will identify calls and crews to any High Risk Facility or Patient.

**Section 13.17 - Entry Level Positions.** Baltimore County shall maintain three entry level positions: Probationary Fire Fighter, Probationary EMT, and Paramedic.

**Section 13.18 - Response Committee.** The Baltimore County Fire Department Response Committee shall have equal representation and voting strength between Baltimore County Professional Firefighters Association and Baltimore County Volunteers Firefighters Association.

**Section 13.19 - Station Washers and Dryers.** The Department agrees to maintain or replace on an as needed basis the supplied residential Washers and Dryers.

**Section 13.20 - Weather Alert Radios.** The County agrees to purchase and supply each of its Stations with a Weather Alert radio. This radio will allow each station to have immediate notification of Tornados, Severe Thunderstorms, and other life threatening weather conditions.

**Section 13.21 - Dishwashers.** During the term of the Agreement, the County shall provide and maintain a dishwasher in each station kitchen.

**Section 13.22 - Fire Fighter Survival Trainer.** During Fiscal Year 2017 the Department agrees to purchase a certified Fire Fighter Survival Simulator Trailer, associated certified licensing, and training for the FRA. It shall be the IAFF Fire Ground Survival Program. The program shall include a comprehensive curriculum developed using near misses, close calls and fire fighter fatalities to address the critical elements of fire ground survival. Total cost not to exceed eighty-thousand dollars (\$80,000).

**Section 13.23 - Report of Potential Exposure.** To ensure a healthy and safe workplace, a member's report of potential exposure to an infectious pathogen shall be handled in accordance with Personnel 17.

## ARTICLE 14 - LABOR/MANAGEMENT RELATIONS

### **Section 14.1 - Labor/Management Relations.**

- A. The Employer and the Association recognize that cooperation between labor and management is indispensable to the accomplishment of sound harmonious labor relations and agree to jointly maintain and support a Labor-Management Committee.
- B. The Committee shall consider and may recommend to the Fire Chief changes in the working conditions of the employees. Matters subject to the grievance procedure contained in this Memorandum of Understanding shall be appropriate items for consideration by the Committee, but submission of a matter to the Committee shall not affect the right to grieve thematter.
- C. The Committee shall consist of six (6) members The Fire Chief and the President of the Association shall each select three (3) members, and may designate an alternate for each member authorized to act in the absence of a member. Members shall serve for the term of this Memorandum of Understanding, provided, however, that the appointing party may remove members he has appointed at any time. Vacancies shall be filled by the appointing party.
- D. The Committee shall select a Chairperson from among its members at each meeting. The Chairperson of the Committee shall alternate between the members designed by the Fire Chief and the members designated by the President of the Association. A quorum shall consist of a majority of the total membership of the Committee. The Committee shall meet at the call of either the Association or the Management, at times mutually agreeable to both parties. A written agenda of the matters to be discussed shall be provided by the party calling the meeting at least one week in advance of the meeting, and the other party shall provide any additions to the agenda at least one day in advance. Minutes shall be kept of each meeting with responsibility for keeping minutes alternating between the members designated by each of the parties. Copies of the minutes shall be typed and promptly distributed to all members of the Committee.

## ARTICLE 15 - GENERAL PROVISIONS

**Section 15.1 - Printing and Distribution of Memorandum of Understanding.** The County agrees to print a comprehensive copy of the ratified Memorandum of Understanding in sufficient volume so as to allow one per employee. The County shall have copies of the agreed-upon Memorandum of Understanding available for employees at least ten (10) days before it takes effect. The County will also provide the Association a copy of the final agreement in electronic form (i.e. MS Word or WordPerfect).

**Section 15.2 - Classification and Compensation Plan.** The Administration agrees that the Office of Human Resources shall review with the Association any changes in the Fire Department Classification and Compensation Plan before submitting it to the Personnel and Salary Advisory Board and the County Council.

**Section 15.3 - Names and Addresses of Employees.** The Administration will supply the Association a complete list of all names and addresses of all employees as defined in Section 1.2 of the Memorandum of Understanding. The list shall be compiled annually as of July 1, and delivered to the Association within thirty (30) days thereafter.

**Section 15.4 - Snow Removal.** The County shall have County Maintenance remove snow from the ramps and parking lots when there is sufficient snow to hinder the timely response of all equipment and the Departmental snow removal equipment is unavailable.

**Section 15.5 - Personnel with Advanced Life Support (ALS) Certifications.** Employees certified as ALS providers are not required to maintain their certification, provided that there are at least fifty (50) employees per shift certified to function as ALS providers within the ranks of EMT, EMT/FF, FF, FF/EMT, PM and PM/FF. In order to decertify, employees must submit a letter to the Fire Chief requesting de-certification. The Fire Chief shall honor de-certification requests in the order in which the letters are received. Captains and Lieutenants assigned to suppression units, FADOs and Fire Specialists are not required to maintain ALS certifications regardless of the number of ALS providers per shift.

**Section 15.6 -Field Preceptor Class.** The Department shall provide a local field preceptor class when six (6) or more employees express an interest to the FRA in obtaining the course. The Department and Local 1311 agree that training for new EMS Field Preceptors shall either be on duty or the individual shall be entitled to compensatory time for the total number of hours required for said training.

**Section 15.7 - Past Officers Rule.** Chief Officers who served on the Association's Executive Board or Negotiations Committee within two (2) years of their promotion out of the bargaining unit may, upon written request of the Association, be prohibited from representing the County in negotiation sessions for a period of five (5) years. The Association must forward the written request to the Director of Human Resources within two (2) days prior to the start of negotiations.

**Section 15.8 - Limitation of Assignment Protection.**

- A. Employees temporarily assigned to other units, support functions, or duties within the Department shall not be able to maintain their permanent assignment for a period greater than one (1) year.
- B. Employees accepting transfer into permanent support functions shall be permitted to maintain their previous assignment for up to six (6) months following the date of transfer.

**Section 15.9 - Reclassifications.** All employees classified as FF or EMT, who meet all of the minimum qualifications, will be given the opportunity to be reclassified to an EMT/FF. All employees classified as PM, who meet all of the minimum qualifications, will be given the opportunity to be reclassified to a PM/FF. This right is also extended to employees immediately following their probationary period. The Department shall make every reasonable effort to provide a firefighter bridge class annually before September 1st - to facilitate the ability to reclassify and it may provide more than one bridge class annually whenever due and needed. Any individual who reclassifies to the position of EMT/FF or PM/FF must possess NFPA FFII and be cleared to function in Baltimore County Career Department as suppression personnel. Employees who reclassify must also be cleared to function in the Baltimore County Career Department on a medic unit as either a Basic Life Support provider (if an EMT/FF) or as an Advanced Life Support provider.

**Section 15.10 - Review of Classifications.** The County agrees to study the feasibility of creating an additional or modifying an existing class specification with the intent of designating an employee as the individual responsible for a Medic Unit. The County will consider other jurisdictions' rank structure relevant to EMS transport units. The Association will be provided with the results of the study prior to November 1, 2010.



**Section 15.11 - Scope and Notification of Rules.** Prior to any proposed changes to either Department SOPs or Rules and Regulations, the Association shall be afforded ten (10) business days' notice for input. Prior to any proposed changes to job descriptions for sworn members of Pay Schedule V, the Association shall be afforded ten (10) business days' notice for input. The Chief may grant an Association request of no more than ten (10) additional business days in her/his sole discretion. Proposed changes shall be forwarded to Local 1311 in a format to include both bold for new language, and strike-out for deleted language.

**Section 15.12 - New Employees.** Upon assignment to the Fire Rescue Academy, the recruits will be allotted ninety (90) minutes within their first two (2) days to meet with The Association. Additionally, recruits shall meet with the Association for one (1) hour within their last two (2) days prior to graduation.

**Section 15.13 - Paramedic Recruitment.**

- A. Job Announcements for the position of Probationary EMT shall include the Pay Scale for the position of Paramedic.
- B. For Fiscal Year 2024 and thereafter, the Department will permit EMT's, PEMT's, EMT/FF's, FF's and PFF's who do not have ALS certification to utilize either (i) up to 400 hours or (ii) up to 600 hours of ALS Educational Leave to attend an accredited paramedic program. This leave will not count against the vacation calendar and will be restricted to no more than 12 members per year. Upon completion of the training program, the employee is required to obtain a NREMT-P certification, be cleared to function in Baltimore County, and maintain their ALS certification/clearance for a minimum of (i) five (5) years if they opted to utilize up to 400 hours or (ii) seven (7) years if they opted to utilize more than 400 hours, i.e. up to 600 hours. Failure to do so will result in the County recouping the total number of educational hours used through a gradual reduction in annual leave balances from the employee.
- C. For Fiscal Year 2024 and thereafter, members who seek to upgrade from CRT or CRT-I to Paramedic (or "EMT-P"), or from "EMT-I" to "EMT-P" MIEMSS licensure shall be granted a one-time allotment of one hundred twenty-five (125) hours of ALS Educational Leave to attend an accredited paramedic program. This leave will not count against the vacation calendar and will be restricted to no more than twelve (12) members per year. Upon completion of the training program, the employee is required to obtain a NREMT-P certification, be cleared to function in Baltimore County, and maintain their ALS certification/clearance for a minimum of two (2) years. Failure to do so will result in the County recuperating the total number of educational hours used through a gradual reduction in annual leave balances from the employee.
- D. Additionally, the Department will develop and deliver an annual EMS in-service training day, to be conducted while on duty, for all members who are classified as a PEMT, EMT, PM, PMFF, PMFC, EMS Lieutenant and EMS Captain.
- E. Recruitment and Advancement Bonus. The Department will initiate a recruitment and advancement bonus of \$5,000 for Paramedics. The bonus will be paid in increments of \$1,250 at the intervals of 6 months, 12 months, 18 months and 24 months from the date of hire. Paramedics hired or incumbent employees advanced under this program must maintain their ALS certification, and function in Baltimore County, for a minimum of five (5) years from the date of hire.
- F. An incumbent employee who is enrolled in an accredited paramedic program as of July 1, 2023 will be paid a bonus of \$2,500 provided the employee agrees to maintain their ALS certification and function in Baltimore County for a minimum of three (3) years. An incumbent employee may forgo the bonus and accompanying obligations without consequence.

**Section 15.14 - Paramedic Hiring.** Newly hired paramedic recruits shall start at Minimum Paramedic Pay Grade on Pay Schedule V.



**Section 15.15 - EMS Rank Structure Study.**

- A. Subject to the minimum staffing commitments that appear in Sections 13.4.A and 13.4.B., which commitments shall take effect during the term of this Agreement, the County shall implement changes in EMS rank structure to best meet the needs of the community and the Department, while offering added promotional opportunities within the EMS Division.
- B. At the discretion of the Fire Chief, added EMS changes may take into account Phase One Recommendations (dated February 4, 2021) of the EMS Restructure Committee.
- C. Upon the demand of the Association if made during the term of this Agreement, the County shall meet and bargain with the Association over implementation and/or effects of any EMS changes which are not reserved by management rights.

**Section 15.16 - Demotion Rights (Deleted during FY21 Negotiations.)**

**Section 15.17 - Class A Uniforms.** The County shall supply each Probationary Member with a complete Class A Uniform upon completion of the Fire Academy.

**Section 15.18- Retirees Fund Payroll Deduction.** The County shall supply a Payroll Deduction Slot for the Fire Department's traditional Survivors Fund. Said funds shall be maintained by the Baltimore County Fire Fighters and Fire Officers Retiree's Association.

**Section 15.19 - On-Duty Parking.** The County shall provide parking for each member while on duty at no expense to the employee.

**Section 15.20- Protective Vests for EMS Personnel.** During Fiscal Year 2021 through June 30, 2021, the Chief of the Department and President of the Association shall appoint and convene a joint committee to study the extent to which, given available funding and ease of administration, all members of the EMS who are assigned to the field, should be fitted and assigned an over the clothes ballistic vest carrier. The Committee also shall study and recommend whether the vest should be equipped with multi-threat ballistic plates providing for both ballistic and slash/stab protection.

**Section 15.21 - Worn Personal Property.** The Employer will reimburse an employee the full cost for the loss of any personal property that is destroyed or damaged beyond repair in the course of performing the employee's duties up to \$400, one occurrence per member per fiscal year, which reimbursement shall be documented on a Form 1 or other official record of the incident giving rise to the request. Reimbursement costs for the Department shall not exceed \$20,000 per fiscal year. Covered property includes prescription eye glasses, hearing aids, watches, and other personal property incidental to an employee performing normally. The Employer will pay the cost of repair for damaged personal property, but not property used in lieu of Department issued gear. The Employer will reimburse or pay such costs provided there was no negligence on the part of the employee. Covered property does not include jewelry or hair and cosmetic accessories/elements. Upon application to the Chief, an exception to amount and occurrence may be granted at the Chief's sole discretion.

**Section 15.22 - Landscaping.** After June 30, 2024, the Employer will no longer expect or require members to address, assist, or participate in landscaping activities such as lawn mowing.

## ARTICLE 16 - DISCIPLINARY RIGHTS AND RECORD

### Section 16.1. - Discipline.

- A. The disciplinary process in this agreement does not apply to cases where charges and specifications have been delivered to the member before July 1, 2023. The disciplinary process in this Agreement applies to any disciplinary matter where the offer of resolution has been delivered to the member on or after July 1, 2023, regardless of when the incident occurred, and to any disciplinary matter where the incident occurred on or after July 1, 2023.
- B. No employee shall be disciplined or suffer a loss of pay or position without just cause. The procedures in Section 16.9 shall be applied whenever a ranking officer removes an employee temporarily from their rank or classification.
- C. The Department shall expedite investigations and move forward with disciplinary matters in as timely a manner as possible, as detailed below.
- D. The Department shall develop, implement, and maintain a disciplinary matrix. The matrix is the framework for the administration of discipline for policy violations e.g. lateness, traffic infraction, failure to report, insubordination, positive on-duty drug/alcohol tests, workplace violence, etc. The matrix sets forth the penalty range for each policy violation. The matrix explains the standard for mitigating or aggravating an offense. The matrix is maintained as part of the Standard Operating Procedures, and the Department shall meet and confer with the Association in all revisions.
- E. Violations of policy (including Departmental policies, County policies and rules, and other standards by the County) shall be classified based on the Department's maximum recommended penalty consistent with the matrix, upon issuance. There shall be three categories of violations:
  - i. Category I Violations may incur the following penalties: written reprimands (Form 259), loss of leave up to 40 hours, payment of fines for camera-based traffic infractions while on duty, loss of pay for unworked time (i.e. docked pay when late, etc.)—
  - ii. Category II Violations may incur the following penalties: disciplinary transfer, loss of leave and/or suspension without pay in excess of 40 hours up to two tours of duty not to exceed cumulative 96 hours,
  - iii. Category III Violations may incur the following penalties: demotion, loss of leave or suspension without pay over cumulative 96 hours, disciplinary transfer, or discharge.
- F. The Department may recommend or pursue any combination of penalties. The maximum penalty controls the process rights of the employee.
- G. The Department shall expedite investigations and move forward with disciplinary matters in as timely a manner as possible, but, in any event, the Department must issue a Notice of Investigation (a "NOI") to each employee potentially affected no more than thirty (30) calendar days after any supervisor or manager within the Department above the bargaining unit first acquires knowledge of the occurrence(s). Failure to timely present an NOI may be excused due to the absence of an employee from work, until the next succeeding tour of duty when the employee is scheduled to report to work.
- H. Once a NOI is issued the investigation must be completed, and an offer of resolution must be presented within forty (40) calendar days, but in no event more than one-hundred twenty (120)

calendar days after an investigation is begun. After forty days have elapsed, the Association and/or employee may request a written status of the matter, which request the Department shall promptly answer within eight (8) calendar days and which shall include, if the investigation is ongoing, the cause of any delay. The requirements of subsection (f) and (g) do not apply to misconduct that allegedly involves theft, an offense of dishonesty, loss of license or certification required for job performance, violations related to the Department's Fair Practices Program, and /or potential criminal liability on the part of the offending employee. The Department will conclude its investigation and issue an offer of resolution or charges and specifications (or resolve to take no action) within sixty (60) days of the final disposition of any criminal charges- i.e. entry of a negotiated plea agreement or, if the charges are contested, entry of judgment after all appeals are exhausted or any time to appeal has run.

- I. Upon completion of an investigation, if a violation has been determined by the investigation, then charges and specifications shall be drafted and offer of resolution of the violation shall be made to the member by management. If management determines that there was no violation, then the member and Association shall be advised of the determination and notified that the matter is concluded and closed.
- J. The Association shall receive a copy of all material disciplinary correspondence. Each offer of resolution shall be provided to the Association.
- K. If, after receipt of the offer of resolution is presented, and the member chooses to accept the offer then, the case shall be closed and final, without resort to further process.
- L. If, after receipt of the offer of resolution, the member chooses to reject the offer, the matter shall proceed as follows, depending on whether it is Category I, II or III.
- M. In the event that the County Executive eliminates the Deputy County Administrative Officer, the County Administrative Officer will act for all duties assigned to the DCAO by this Article. Until the appointment of the Labor Commissioner, an ALJ will act for all duties assigned to the Labor Commissioner by this Article.
- N. No discipline shall be actually imposed until after the member has tendered acceptance of the offer of resolution, the member has declined further review of the matter, or the final decision-maker has rendered a decision. Discipline may be imposed regardless of a petition for review by an appropriate court.

**Section 16.2. - Category I.**

- A. This section applies when the penalty is solely within Category I.
- B. After receipt of the offer of resolution, the member has eight (8) calendar days to request further information and/or a hearing on the matter. The request shall be submitted in writing by the member or the Association.
- C. If the request asks for further information, it shall be reasonable and relevant to the immediate offense at hand and set forth the request with particularity, i.e. the information to be gathered and produced, the individual(s) to be interviewed, etc. The request shall not be unreasonably denied. The results of the request shall be shared with the member and the Association. Upon receipt of the information the member shall have eight (8) calendar days to, in writing, accept the offer of resolution or request a hearing.

- D. Upon request for a hearing, a hearing shall be promptly set with the member, the Association, and a Battalion/Bureau Chief (or higher) who is not in the member's direct chain of command. The hearing shall be held within fourteen (14) calendar days of the request or, if further action was requested, of the information being provided to the member. The hearing may be held beyond these timelines if agreed by the parties, but no later than sixty (60) calendar days. In this and all scheduling, the parties shall be professional and cooperative, and recognize the obligations and demands on one another.
- E. At the hearing, the member may address the facts, consequences, and any possible resolution. The participating Battalion/Bureau Chief will have the requisite knowledge of, and authority over, the matter to address the matter in good faith. After hearing from the member and Association and any other witness the Battalion/Bureau Chief deems relevant, the Battalion/Bureau Chief shall issue a determination as to the member's culpability at the hearing. If the member is found culpable, the member shall be provided an opportunity to present evidence of mitigation to include past performance in the Department. The Battalion/Bureau Chief may consider aggravating factors in determining a penalty.
- F. At the conclusion of the hearing, the Battalion/Bureau Chief will issue its final determination. The determination may impose the penalty initially noticed or a lesser penalty or consequence. The Battalion/Bureau Chief may impose a more severe penalty if facts are developed or aggravating factors warrant imposition of a more severe penalty. In the event that penalty is increased to a higher category, the member shall have all the process rights directed for Category II or III infractions (below). The determination will be memorialized in writing within eight (8) calendar days.
- G. Whenever a violation is found, a member may submit a request for review by the Fire Chief. The request shall be in writing, to the Fire Chief, and shall set forth the facts and issues the member believes support a change in the determination or a reduction in the penalty. The request shall be submitted within eight (8) calendar days of receipt of the written determination. The Fire Chief shall respond to the request in writing within fourteen (14) calendar days of receipt.

### **Section 16.3. - Category II.**

- A. This section applies when the penalty is within Category II.
- B. An investigation of a Category II offense shall include an interview of the member. The interview shall be conducted at a time and date agreeable to Management, the Association, and the member but in no case more than five (5) calendar days from request by Management (in writing), unless waived by the parties. The member can waive - in writing, in advance, and only voluntarily - participation by the Association. The member can waive the right to be interviewed; but the member cannot refuse to be interviewed.
- C. Upon completion of the investigation, a determination will be made to close the matter or move forward with allegations. If a determination is made that the allegation is unfounded, the investigation will be closed, and any loss of pay resulting from a suspension prior to or during the investigation shall be restored to the member.

- D. If the investigation determines that the member committed a policy violation, an offer of resolution shall be issued, consistent with the matrix. After receipt of an offer of resolution, the member may accept the offer or request the investigatory file. Upon receipt of a written request, a copy of the investigatory file shall be made available to the member.
- E. If the member requests the investigatory file or asks for a Departmental hearing, the request shall be made in writing and the file shall be made available to the Association within eight (8) calendar days. The member retains the right to accept the offer of resolution.
- F. Within eight (8) calendar days of receipt of the investigatory file, there must be a written election of a Departmental hearing or acceptance of the offer of resolution. Failure to request a hearing within eight (8) calendar days of receipt of the investigatory file will be deemed acceptance of the offer of resolution. If a hearing is selected, the proceeding shall be conducted by the Fire Chief or the Fire Chief's designee. The hearing shall be promptly set but in no case later than sixty (60) calendar days after request. The hearing may be held beyond these timelines if agreed to by the parties. In this and all scheduling, the parties shall be professional and cooperative, and recognize the obligations and demands on one another. The hearing shall be before a Battalion/Bureau Chief (or higher) who is not in the member's direct chain of command.
- G. The hearing shall comport with due process. The Department shall present a summary of investigation and evidence. The member shall be provided a full opportunity to respond to the offer of resolution and introduce evidence for the hearing officer's consideration. The Department shall bear the burden of proof, which shall be a preponderance of the evidence. If a violation is determined after the member has presented their rebuttal to the allegation(s), the hearing officer will provide an opportunity for mitigation or enhancement of a recommended punishment. Upon conclusion of the mitigation or enhancement, the hearing officer shall render a decision.
- H. Upon completion of the hearing, the hearing officer shall, within fourteen (14) calendar days, issue written findings of facts, a determination of whether a violation of policy occurred and applicable penalty. If the penalty is reduced or enhanced from the offer of resolution, the rationale shall be provided and the discipline shall then be recommended to the Fire Chief.
- I. The Fire Chief maintains the exclusive right to modify any discipline recommendation upon receipt from the Hearing Officer but in no case increase the Category recommended by the Hearing Officer.-

- J. Within eight (8) calendar days of receiving the Category II (Departmental) decision, there must be an election in writing to advance the decision for review or acceptance of the decision. The Association, on behalf of the member, may elect to have the matter heard and resolved by the PSAB or Labor Commissioner/DCAO or designee. The review proceeding shall comport with due process and provide the Department and member a fair and complete hearing of all issues of procedure and substance and if a violation is determined provide an opportunity for mitigation or enhancement of a recommended punishment. Failure to request review within eight (8) calendar days of receipt of the Category II (Departmental) decision will be deemed acceptance of the discipline imposed.
- K. Upon completion of the review, the final decision-maker shall issue written findings of facts, a determination of whether a violation of policy occurred and applicable penalty. If the penalty is reduced or enhanced from the discipline imposed by the Department, the rationale shall be provided. However, the hearing officer may not increase the penalty to a Category III sanction.
- L. Decisions of the PSAB or Labor Commissioner/ DCAO or designee are final and binding on the member and Department.

#### **Section 16.4 Category III**

- A. This section applies when the penalty is within Category III.
- B. An investigation of a Category III offense shall include an interview of the member. The interview shall be conducted at a time and date agreeable to Management, the Association, and the member but in no case more than five (5) calendar days from request by Management (in writing), unless waived by the parties. The member can waive - in writing, in advance, and only voluntarily - participation by the Association. The member can waive the right to be interviewed; but the member cannot refuse to be interviewed.
- C. Upon completion of the investigation, a determination will be made to close the matter or move forward with allegations. If a determination is made that the allegation is unfounded, the investigation will be closed, and any loss of pay resulting from a suspension prior to or during the investigation shall be restored to the member.
- D. If the investigation determines that the member committed a policy violation, an offer of resolution shall be issued, consistent with the matrix. After receipt of an offer of resolution, the member may accept the offer or request the investigatory file. Upon receipt of a written request, a copy of the investigatory file shall be made available to the member.

- E. If the member requests the investigatory file or asks for a Departmental hearing, the request shall be made in writing and the file shall be made available to the Association within eight (8) calendar days. The member retains the right to accept the offer of resolution.
- F. Within eight (8) calendar days of receipt of the investigatory file, there must be a written election of a Departmental hearing or acceptance of the offer of resolution. Failure to request a hearing within eight (8) calendar days of receipt of the investigatory file will be deemed acceptance of the offer of resolution. If a hearing is selected, the proceeding shall be conducted by the Fire Chief or the Fire Chief's designee. The hearing shall be promptly set but in no case later than sixty (60) calendar days after request. The hearing may be held beyond these timelines if agreed to by the parties. In this and all scheduling, the parties shall be professional and cooperative, and recognize the obligations and demands on one another.
- G. The hearing shall be conducted, at the member's discretion, before either a single Battalion/Bureau Chief (or higher) who is not in the member's direct chain of command or before a three-member Administrative Hearing Board (AHB) composed pursuant to Section 16.12.
- H. The hearing shall comport with due process. The Department shall present a summary of investigation and evidence. The member shall be provided a full opportunity to respond to the offer of resolution and introduce evidence for the hearing officer's or hearing board's consideration. The Department shall bear the burden of proof, which shall be a preponderance of the evidence. If a violation is determined after the member has presented their rebuttal to the allegation(s), the hearing officer will provide an opportunity for mitigation or enhancement of a recommended punishment. Upon conclusion of the mitigation or enhancement, the hearing officer shall render a decision.
- I. Upon completion of the hearing, the hearing officer or AHB shall, within fourteen (14) calendar days, issue written findings of facts, a determination of whether a violation of policy occurred and applicable penalty. If the penalty is reduced or enhanced from the offer of resolution, the rationale shall be provided and the discipline shall then be recommended to the Fire Chief.
- J. The Fire Chief maintains the exclusive right to modify any discipline recommendation upon receipt from the Hearing Officer or AHB.-
- K. Within eight (8) calendar days of receiving the Category III (Departmental) decision, there must be an election in writing to advance the decision for review or acceptance of the decision. The Association, on behalf of the member, may elect to have the matter heard and resolved before an arbitrator, by the PSAB, or by Labor Commissioner/DCAO or designee. The review proceeding shall comport with due process and provide the Department and member a fair and complete hearing of all issues of procedure and substance and if a violation is determined provide an opportunity for mitigation or enhancement of a recommended punishment. Failure to request review within eight (8) calendar days of receipt of the Category III (Departmental) decision will be deemed acceptance of the discipline imposed.
- L. Upon completion of the review, the final decision-maker shall issue written findings of facts, a determination of whether a violation of policy occurred and applicable penalty. If the penalty is reduced or enhanced from the discipline imposed by the Department, the rationale shall be provided. However, the final decision-maker may not increase a non-discharge to a discharge.



- M. Decisions of an arbitrator, the PSAB, and Labor Commissioner/DCAO or designee are final and binding on the member and Department. Notwithstanding the foregoing, a member, or in the case of an arbitration the County also, may petition for judicial review of the final administrative decision through and consistent with Maryland law on administrative mandamus.

**Section 16.5. - Other Rights and Understandings.**

- A. At each hearing, evidence shall not be redundant, repetitive, or cumulative. The purpose of hearings is to determine culpability for the offense and the appropriate discipline, if any. Each party shall be permitted to call, examine and cross-examine witnesses. The formal rules of evidence do not apply but evidence must be reliable and relevant to the violation. Evidence presented to establish a pattern of behavior is not considered to be cumulative.
- B. As to hearings, the Department shall issue rules of procedure to be attached as an appendix to this contract. The hearing shall be divided between proceedings dedicated to determining culpability and, only when culpability is established, proceedings dedicated to aggravating (Department) and mitigating factors (member and Association). The procedure will provide the manner in which a determination is issued.
- C. The Department shall arrange for any Department employee to attend and serve as a witness, whether called by the Department or called by the accused employee, and whether on duty or off duty. The charged employee, or Association, shall advise the Department of the employees it will call, at least ten (10) calendar days in advance of the hearing. An employee witness who is off duty on the hearing day shall be compensated for the time spent in attendance, i.e. while at the meeting or hearing site, and until released.
- D. Decisions of the PSAB, Labor Commissioner/ DCAO or designee or Arbitrator are binding on the parties not to exclude an appeal to Circuit Court based on a lack of substantial evidence to support the decision or mistake of law.
- E. Disciplinary actions shall be taken in private and include only the following: loss of pay for unworked time (i.e. docked pay when late, etc.), documentation of disciplinary action (Form 259), forfeiture of leave days, transfer, suspension, demotion and discharge.
- F. Progressive Discipline. The Administration, when determining the appropriate discipline, shall consider the nature and degree of the offense, the performance record of the Employee, the service time of the Employee and any other factors in aggravation or mitigation of the offense. Except in situations involving a serious offense, discipline shall be administered progressively. Discipline shall be appropriate to the violation as set forth in the matrix.
- G. Criminal Charges.
  - i. The Department may not suspend an employee without pay pending an investigation, nor may it suspend an employee without pay (or benefits) pending the outcome of criminal charges placed against the employee for misconduct while off duty, unless the alleged misconduct results in criminal charges for crimes classified as a felony or a misdemeanor with the potential for more than one year imprisonment.

- ii. At the discretion of the Fire Chief, employees may also be suspended with pay, or given temporary assignments pending an investigation or the outcome of criminal charges or continued in their current assignment and duty status.
- iii. This Subsection does not apply to unit employees who lose a license or certification that is needed for the performance of assigned tasks and who, as a result, are unable to perform duties reasonably expected of them in everyday operations and/or respective divisions.
- iv. As to an employee who is suspended without pay, if the employee is found not guilty of the crime for which the suspension was imposed, then the employee shall have: (i) the suspension rescinded; and (ii) any lost time, compensation, status, and benefits restored.
- v. As to an employee who is suspended without pay and (1) stet or (2) probation before judgment is entered, then the Department may rescind the suspension. As to an employee who is suspended without pay and a nolle prosequi is entered the suspension shall be rescinded.
- vi. As to an employee who is suspended without pay and (1) a nolle prosequi, (2) stet, or (3) probation before judgment is entered, then the employee shall have any lost time, compensation, status, and benefits restored if:
  - a. the Department closes the matter without pursuing discipline; or
  - b. the Department pursues a sanction other than discharge; or
  - c. the final decision maker determines that there was no violation; or
  - d. the final decision maker determines that a penalty other than discharge is appropriate.

Nothing precludes the Department from bringing a disciplinary action based upon a recharge (after a nolle prosequi), the reopening of a stet for criminal prosecution, or violation of the terms of the probation.

- vii. The Fire Chief, when determining the action to be taken regarding a member pursuant to paragraphs v. and vi. above, shall consider the best interests of the public, the criminal justice system, the Department and the employee.
  - viii. As to an employee who is suspended without pay the employee shall be allowed to utilize sufficient leave per week, not to include sick leave, for the sole purpose of keeping the employee's health insurance benefits through the County during the suspension. The employee shall be obligated to continue to pay their portion of the premiums.
- H. Administrative Agency Error. In the event that an employee is suspended for an occurrence of an administrative error on the part of DMV, MIEMSS, the County or the Department, the employee shall be reinstated without delay, and without a demand for a waiver or reservation for the benefit of the County and the employee shall be made whole for full back pay and benefits.
- I. Abstinance. Abstinance from drugs and/or alcohol may be a condition of reinstatement in circumstances where the alleged misconduct has a nexus with drugs and/or alcohol. Subject to referral to and an affirmative opinion from a Board-Certified clinician who is an expert in the discipline of the diagnosis and treatment of alcoholism and/or substance dependence, which physician shall be selected by the County after consultation with the Association, upon after the request of the member, an abstinance agreement may be discontinued after a period of one year. Should the clinician concur, the member shall be relieved from the abstinance agreement.
- J. Employees shall not be directed to submit to a urinalysis or similar test upon receipt of a complaint from a source outside of the Department without prior investigation by the Department and a

determination raising reasonable suspicion. When Urinalysis testing is ordered consistent with Personnel 24 section 3 (a) (3) (1/2014), the Department shall use the form that is required by County Policy and Practice.

**Section 16.6 - Employee Rights.** [PREVIOUSLY 16.2]

- A. An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have an Association Representative present during the interview.
- B. Management shall allow reasonable time for the Association Representative to attend the interview, but in no case less than two (2) hours. This section will not apply where an immediate investigatory interview is an operational necessity. However, when practicable an employee may be given the opportunity to consult via telephone with an Association Representative.
- C. Supervisors will be held accountable by the Administrative Officer for compliance with this section: failure by management to comply with this section is not grievable by the affected employee or the Association and will not affect any disciplinary action that may be taken.
- D. Any employee under investigation shall be informed of the nature of the investigation prior to any interrogation or questioning. Interviews shall be conducted at a reasonable time of day and be of a reasonable duration. The employee under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interviewers and all persons present during the interview, Exhibit F. The employee under investigation and the Association shall be advised through official correspondence when the investigation has been completed, Exhibit M. All such notifications to the Association shall be via email. Non-sustained investigations shall not become part of the employee personnel file.
- E. If the employee rejects an offer of resolution and requests a hearing then ten (10) calendar days prior to a hearing, the employee shall have access to:
  - 1. A copy of any recording or transcript of any interrogation of the charged employee without charge.
  - 2. A list of witnesses, less confidential sources.
  - 3. Written Exculpatory information.
- F. The Association shall provide the Department with any tangible evidence it intends to introduce at a hearing that is not contained in the file and a list of all witnesses it intends to call ten (10) calendar days prior to a hearing.
- G. When an investigation is concluded, Management shall notify both the Employee(s) and the Association Representative of same, in writing, within twenty-four (24) hours of conclusion via Exhibit M.
- H. If an employee has been requested to appear before Quality Assurance Board the Association shall be notified at least a minimum of three (3) calendar days prior to said meeting.
- I. Whenever the Employer determines that a credentialing or licensing agency (including but not limited to MIEMSS and the MVA) must be notified of an incident involving a member, the Employer will email the member and the Association of the referral or notice to the agency, unless prohibited by law.

**Section 16.7 - Record Access.** [PREVIOUSLY 16.4]

- A. The Department shall maintain personnel files of each member. Members or their authorized

representatives have the right to examine the contents of their master personnel files maintained by the Department at the Public Safety Building during business hours Monday through Friday excluding legal holidays. Members or their authorized representatives may copy documents from the member's personnel files.

- B. Verbal counseling forms (Form 22) and disciplinary forms (Form 259) may not be placed in the member's master personnel files without the member's noting (i.e. signature) on the face of the document. Members may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Assistant Chief or his/her designee.
- C. Only personnel authorized by the employee, the Assistant Chief or his/her designee may review an employee's master personnel file.

### **Section 16.8 - Record Expungement.**

- A. Any record of a disciplinary action taken against an employee shall not be placed in the employee's permanent personnel file without the employee being informed.
- B. For Category I offenses, if no similar action occurs and no disciplinary action is imposed on an employee for a period of twenty-four (24) consecutive months, all disciplinary records (to include but not limited to forms 22, 259, and/or 58) supporting the disciplinary action taken shall, upon written request of the employee be expunged from the employee's Departmental personnel file. Those expunged records shall not be used in connection with promotional consideration.

For category II offenses, if no similar action occurs and no disciplinary action is imposed on an employee for a period of thirty-six (36) consecutive months, all disciplinary records (to include but not limited to forms 22, 259, and/or 58) supporting the disciplinary action taken shall, upon written request of the employee be expunged from the employee's Departmental personnel file. Those expunged records shall not be used in connection with promotional consideration.

No expungement of a category III offense is permitted.

- C. Any request for record expungement shall be acknowledged, by the department, when received at headquarters. Additionally, the department shall report on the disposition of request within 14 days of receipt of said request. In the event that the member's request is denied a detailed explanation of the reasoning shall be provided.

### **Section 16.9 - Summary Suspension or Removal. [PREVIOUSLY 16.6]**

The following procedure does not apply to the Department's handling of protocol violations, i.e. quality of care issues, licensing issues, and other matters of patient care that sometimes involve temporary downgrading of a paramedic's functional capacity.

- A. Any member of the Fire Department may be removed (i.e. suspended or temporarily demoted without

loss of pay or temporarily transferred or relieved of the duties of their position) for any act or failure to act which is a breach of any Department order, rule, regulation, or directive existing or as may be prescribed or issued from time to time by the Fire Chief; provided that each such order, rule, regulation, or directive has been issued in writing and made available to all personnel of the Department to which it applies.

- B. There shall be two (2) types of suspensions administered in the Fire Department summary suspension and administrative suspension.
- C. A summary removal shall be one placed in effect immediately due to the nature of the situation requiring the removal and shall be effected by any ranking command officer in the Fire Department. A ranking command officer will be a Battalion Chief or higher in the Fire Department. The purpose of a summary removal is to permit a command officer to immediately deal with a situation which has occurred and in which delay in time would be a detriment in the maintaining of proper discipline and morale. The ranking command officer shall immediately confirm the summary removal in writing to the employee, with a copy to the Association, and the writing shall indicate whether the suspension is with or without pay. This will also serve as the formal Notice of Investigation (NOI). Any change in the nature of the removal (e.g. from without pay to with pay) shall also be in writing to the employee with a copy to the Association.
- D. When a summary removal is made, the removing ranking command officer (Battalion Chief or higher) shall deliver a written report, through channels, to the designee of the Fire Chief within twenty- four (24) hours after the removal has been invoked.
- E. Upon receipt of a written report of a summary removal (enumerated in C, above), the designee of the Fire Chief shall terminate or confirm the removal immediately. If the summary removal is confirmed, order the same to continue pending a complete and thorough investigation of the facts involved. In no instance shall the designee of the Fire Chief continue the removal for more than a total of fifteen (15) calendar days.
- F. Should a summary removal be confirmed upon receipt of the 24 hour report (enumerated in D, above), a Preliminary Summary Removal Hearing shall be held within forty eight (48) hours of receipt of the written report. This Preliminary Summary Removal Hearing shall be held between the employee, their designated representative, and the Fire Chief's designee. The hearing may also include any other person(s) deemed by the Fire Chief's designee to have relevant information to present.
- G. When a summary removal is continued, within four (4) calendar days of the Preliminary Summary Removal Hearing, an investigative report of the circumstances surrounding the invoking of the summary removal shall be made to the Fire Chief by the designee of the Fire Chief, with a recommendation that:
  - 1. The employee be reinstated to their rank, class, station, shift and with all pay and privileges restored (subject to reasonable efforts to accommodate EEO or fair practices concerns); or
  - 2. The employee be assigned to administrative duty and a disciplinary investigation be initiated; or
  - 3. The employee be continued on suspension and a disciplinary investigation be initiated.
- H. Any aspect of Exhibit K that is in conflict with this new Article 16 (or Article 5) is overruled. Any aspect of Exhibit K that is not in conflict and continues to have purpose shall remain operative. Any aspect of Exhibit K that prompts dispute shall be subject to grievance or otherwise addressed.

**Section 16.10 Composition of Quality Assurance Boards.** [PREVIOUSLY 16.7] A Quality Assurance Board shall consist of five (5) individuals, three (3) of which shall have voting powers. Voting members of the QA Board shall include one (1) EMS Captain, one (1) EMS Instructor certified to instruct to the level of the infraction, and one (1) peer representative. Non-voting members (ex-officio) shall include one (1) IAFF Local 1311 representative, and the Medical Director or Association Medical Director (ex-officio). The attendance of any other individual must be mutually agreed upon between the Management and Labor representatives. At no time shall the Investigating Officer be a member of the QA Board.

**Section 16.11 Composition of Hearing Officer Level.** [PREVIOUSLY 16.8] Hearing Officers shall not include the investigating officer or the officer preferring the charges and specifications.

- A. The following officers shall be the Hearing Officers for their respective Departmental units:
  - 1. In Field Operations, the Battalion Chief or Division Chief in charge of each respective unit.
  - 2. In the Investigative Services Division, EMS, and the FRA, the Division Chief in charge of the unit.
- B. If unavailable or inappropriate for the designated officer to serve as the Hearing Officer, the Division Chief in charge of the Division involved, or the Fire Chief, shall name another officer of equal rank to serve. All Hearing Officers must be Chief Officers; substituting Captains may not be Hearing Officers. At no time shall a Hearing Officer have previous involvement with the case at hand or be the investigating officer.
- C. Should a Hearing Officer refer the matter to an Administrative Hearing Board, the process shall be governed by the Baltimore County Fire Department Rules and Regulations.

**Section 16.12 Composition of Administrative Hearing Board.** [PREVIOUSLY 16.9] The board will consist of three (3) members selected from ranks within the Baltimore County Fire Department. The Department shall randomly select two (2) members from a trained pool and the Chief of the Fire Department shall appoint a one (1) chairperson, at the rank of Assistant Chief, Deputy Chief, Bureau Chief, or Battalion Chief. The remaining two members of the Board shall be the same rank as the charged employee or, if the accused is Probationary (EMT & FF), then the two members shall not be Probationary but instead be EMT/FFs or EMTs. The charged employee and the Department shall each be entitled to disqualify one (1) member of the board, excluding the chairperson which disqualification will be filled by random selection from the pool. The disqualification must be executed within two (2) calendar days (excluding Saturday and Sunday) of the employee being advised of the Board's appointment. In such event the Chief shall appoint a replacement to the Board. The Association may attend or witness the random selection.

The Board shall not include: The officer or officers who preferred the Charges and Specifications, the investigating officer, the officer or officers who are to present the case to the Board or appear as a witness, or any officer in direct line of command over the charged member through the level of Battalion Chief.

**Section 16.13 - Settlement.**

- A. Nothing in this Agreement should be read as preventing or discouraging the settlement and resolution of a dispute regarding discipline. The parties are encouraged to discuss and consider settlement. The parties may do so at any stage. Early resolution is preferred and beneficial. All settlement efforts are confidential and non-prejudicial.
- B. The effort to negotiate a resolution must involve the Association, Management, and the employee. The employee, however, holds the right to accept a resolution that is not recommended or



supported by the Association. Should a member accept a resolution against the Association's advice said settlement shall not be precedent setting in any future disciplinary case.

**Section 16.14 - Discipline Monitoring and Meeting.**

Once each calendar month, in the first week of the month, the President of the Association and the Chief of the Fire Department shall meet, unless mutually cancelled, to discuss and review each disciplinary matter under investigation or subject to an NOI to determine the progress of the same. The President and the Fire Chief may be represented, respectively, by one of their deputies, and they may be joined by one added representative. This monthly conference may be conducted by videoconference. Twenty-four hours prior to the conference, the Department shall forward a list of pending cases to the President of the Association.

**Section 16.15**

The parties may agree - mutually and in writing - to modify any aspect of these new and comprehensive changes to Article 16 if the need arises.

**ARTICLE 17 - RETIREMENT PLAN**

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

**Section 17.2 - Amendment to the Retirement Plan - Normal Retirement.**

- A. Employees hired prior to July 1, 2007, the normal retirement age for uniformed members of the bargaining unit shall be defined as the time at which a member has attained twenty-five (25) years of creditable service, regardless of age, or the time at which a member has attained twenty (20) years of creditable service and has attained the age of fifty (50). The allowance for normal service retirement shall provide an allowance equal to 2.5% of the member's average final compensation multiplied by the number of years of creditable service not to exceed twenty (20) years plus 2.0% of their average final compensation multiplied by the years of creditable service in excess of twenty (20). An employee's minimum pension benefit shall be increased by three percent (3%), up to a maximum of one hundred percent, for each year of creditable service beyond thirty (30) years, provided such additional accrual shall only apply to creditable service that is earned after July 1, 2007. Employees with less than twenty (20) years of creditable service shall be entitled to receive a service retirement allowance equal to two (2) percent of the member's average final compensation for each year of creditable service provided such member shall have attained the age of sixty (60) years and a minimum of five (5) years of creditable service.
  
- B. Employees hired on or after July 1, 2007, normal service retirement would be thirty (30) years of creditable service regardless of age, or age sixty (60) with at least ten (10) years of creditable service. The allowance for normal service retirement shall provide an allowance equal to 2.5% of the member's average final compensation multiplied by the number of years of creditable service not to exceed twenty (20) years plus 2.0% of their average final compensation multiplied by the years of creditable service in excess of twenty (20). An



allowance equal to 3% of their final average compensation multiplied by the number of years of creditable service in excess of thirty (30), up to a maximum of one hundred percent.

- C. Eligibility for ordinary disability retirement will be based on ten (10) years of creditable service. Employees with less than twenty (20) years of creditable service shall be entitled to receive a service retirement allowance equal to two (2) percent of the member's average final compensation for each year of creditable service provided such member shall have attained the age of sixty (60) years and a minimum of ten (10) years of creditable service.

### **Section 17.3 - Amendment to the Retirement Plan - Accidental Disability.**

Effective July 1, 1994, the amended disability provisions (Exhibit E) shall become applicable. However, anyone applying for an accidental disability prior to July 1, 1994 shall be grand-fathered with regard to existing benefit provisions.

### **Section 17.4 - Amendments to the Retirement Plan - Deferred Retirement Option Programs.**

- A. On July 1, 2001, the County will establish a Deferred Retirement Option Program (DROP) for employees with the first retirements under the Program possible on or after July 1, 2004, (three year DROP); July 1, 2005 (three, three and one-half, or four year DROP); and after July 1, 2006 (three, three and one-half, four, four, and one-half, or five year DROP) (Exhibit G).
- B. In Fiscal Year 2022, the County will establish a second Deferred Retirement Option Plan (the 3-year Back-DROP) to bargaining unit members employed by the County on and after July 1, 2007.
- C. The County's offer is conditioned after approval of the Back-DROP by the County Council on deduction of an additional 0.78 % of base pay as the retirement contribution rate. The added sum is to be paid by all bargaining unit personnel hired on or after July 1, 2007, with such increase of contribution to start within Fiscal Year 2022. The plan design of the 3-year Back-DROP is based on the information prepared by the County's actuary, Korn Ferry, and ratified by post 2007 bargaining unit members in October 2021. (see Exhibit G).

**Section 17.5 - Optional Retirement Allowance.** Effective December 31, 2003, an employee who has completed at least twenty-five (25) years of actual service on Pay Schedule V may retire with the option of having fifty (50) percent of the employee's retirement allowance continued throughout the life of and paid to the employee's designated beneficiary. This option will be provided at no cost to the employee (i.e. with no reduction in the employee's retirement allowance). For purposes of this option, the beneficiary shall be the employee's spouse and shall be designated at the time of the employee's retirement.

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

**Section 17.6 - Average Final Compensation.** Average Final Compensation (AFC) shall mean the average earnable compensation of an employee during the twelve (12) full consecutive months affording the highest average.

**Section 17.7 - Pension Options.** See Appendix N for available pension options.

**Section 17.8 - Pension Modifications.**

A. E.R.S. Contribution Rates

1. Effective July 1, 2010, employees shall contribute an additional 1% of their base salary towards their pension. Employees hired on or after July 1, 2010 till June 30, 2011 shall contribute eight percent (8%) of base salary towards their retirement.
2. Effective July 1, 2011, employees shall contribute an additional .5% of their base salary towards their retirement. Employees hired on or after July 1, 2011 shall contribute ten percent (10%) of their base salary towards their retirement.
3. Effective July 1, 2016, all employees hired prior to July 1, 2011 shall contribute 8.65% of base pay towards their retirement.
4. Effective July 1, 2017, all employees hired prior to July 1, 2011 shall contribute 9.0% of base pay towards their retirement.
5. Effective July 1, 2018, all employees hired prior to July 1, 2011 shall contribute 9.5% of base pay towards their retirement.
6. Effective July 1, 2022, those hired prior to July 1, 2007 shall contribute 9.5% of base pay towards their retirement. Employees hired between July 1, 2007 and June 30, 2011 shall contribute 10.28% of base salary towards their retirement. Employees hired on or after July 1, 2011 shall contribute 10.78% of base pay towards their retirement

B. Retiree Cost of Living Adjustment (COLA) Eligibility

1. 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.
  2. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
- C. Employees who retire on or after July 1, 2010, and who would otherwise be eligible for retiree COLA's, shall not receive such COLA's for an additional four years following their retirement. (Retirement system COLA's shall still be used to calculate an employee's DROP as stated in Article 17 Section 17.4 and Appendix G herein)
- D. Effective July 1, 2010 the Post Retirement Increase Fund (PRIF) maximum account balance shall be reduced from 8% to 6%. Additionally, the maximum annual COLA shall be reduced from 4% to 3%.
- E. Effective July 1, 2011, neither the County nor the Association shall seek to negotiate on pension matters, or otherwise seek to modify Article 17, for a period of four years (i.e. until Fiscal Year 2015).

**Section 17.9 Retirement Portal.** Upon request of an employee, the Retirement Office shall provide a training on the retirement portal with an employee reaching retirement eligibility. The retirement portal

will provide the employee with information pertaining to their retirement eligibility. If after the training the employee has outstanding inquiries, the employee may request a consultation with the Retirement office which shall be timely held, not more than once a calendar year.

## **ARTICLE 18 - CLASSIFICATION PLAN**

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

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

## **ARTICLE 19 - HEALTH INSURANCE COMMITTEE AND COVERAGE**

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

### **Section 19.1 - Composition of Committee.**

- A. One representative from AFSCME Local #921. (Appointed by the President.)
- B. One representative from the Baltimore County Federation of Public Health Nurses (BCFPHN). (Appointed by the President.)
- C. One representative from the Baltimore County Fraternal Order of Police (FOP Lodge #4). (Appointed by the President.)
- D. One representative from Baltimore County Federation of Public Employees (FPE). (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 19.2 - Purpose and Scope of the Committee Responsibilities.**

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

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

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

**Section 19.3 - Employee Representative.** The Administration agrees that up to two (2) employee representatives named by the employee chair of the Health Care Review Committee may participate on any RFP concerning health care plans. Those employee representatives will be afforded the opportunity to have input into the development of such an RFP or any specifications which will be consummated through a panel engaged in competitive negotiations. In addition, hired consultants for labor may participate in an observatory capacity.

**Section 19.4 - Health Care Bargaining Agent.** The Administration and the employee organizations agree that the employee representatives on the Health Care Review Committee shall collectively be considered the bargaining agent on health care issues. During formal negotiations either side may utilize resources including additional staff, consultants or advisors to assist in negotiations. Such resources will be considered observers while at the table and are entitled to participate in discussions or deliberations. Tentative agreements are subject to ratification by the membership of each employee organization.

## **Section 19.5 - Health Care Coverage**

### **Section 19.5.1 - Health Insurance**

#### **Medical Plans**

- A. The County shall provide at least two (2) Health Maintenance Organization Plans (HMOs). These plans will also be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.
- A. The Medical Plans, benefit options, subsidies and cost of such plans provided to bargaining unit employees by the County shall be as adopted by the Health Care Review Committee. The terms and conditions of such Plans and Plan benefits shall be as defined in the Active Employee Benefits Guide issued by Baltimore County Government which shall be available to all covered employees prior to the annual enrollment period and thereafter throughout each Plan Year. Health Insurance information for all covered active and retired employees may be accessed on the following County website:
- <https://www.baltimorecountymd.gov/Agencies/benefits/> OR  
<https://www.baltimorecountymd.gov/benefits>
- B. The County shall further make available to all covered employees prior to the annual open enrollment period and thereafter throughout each Plan Year all circulars containing Baltimore County Government Monthly Insurance Contribution Rates for each Medical Plan offered.
- C. **Contracts with Health Care Plans.** Health Care Plan Administrators and benefits shall be mutually agreed upon by the Administration and the collective employee representatives to the Health Care Review Committee.
- D. **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 retirement within their bargaining unit, or retirees who qualify for disability retirement. Individuals who retired prior to July 1, 2007 who are Medicare eligible the County subsidy for the Medicare Supplemental Plan is 75% of the plan premium.

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

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 I**. Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available only under the terms and conditions of Federal COBRA laws.

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

### **Section 19.5.2 - Dental Insurance.**

- A. The Dental Insurance Plans, benefit options, subsidies and costs of such plans provided to bargaining unit employees by the County shall be as adopted by the Health Care Review

Committee. The terms and conditions of such Plans and Plan benefits shall be as defined in the Active Employee Benefits Guide issued by Baltimore County Government which shall be available to all covered employees prior to the annual enrollment period and thereafter throughout each Plan Year.

B. The County shall further make available to all covered employees prior to the annual open enrollment period and thereafter throughout each Plan Year all circulars containing Baltimore County Government Monthly Insurance Contribution Rates for each Dental Plan offered.

### **Section 19.5.3 - Prescription Plans.**

- A. The Prescription Insurance Plans (also to be offered within HMO plans), benefit options, subsidies and costs of such plans furnished to bargaining unit employees by the County shall be as adopted by the Health Care Review Committee. The terms and conditions of such Plans and Plan benefits shall be as defined in the Active Employee Benefits Guide issued by Baltimore County Government which shall be available to all covered employees prior to the annual enrollment period and thereafter throughout each Plan Year.
- B. The County shall further make available to all covered employees prior to the annual open enrollment period and thereafter throughout each Plan Year all circulars containing Baltimore County Government Monthly Insurance Contribution Rates for each Prescription Plan offered.

### **Section 19.5.4 - Optical Plan.**

- A. The Optical Plan, benefit options, subsidies and costs of such plans provided to bargaining unit employees by the County shall be as adopted by the Health Care Review Committee. The terms and conditions of such Plans and Plan benefits shall be as defined in the Active Employee Benefits Guide issued by Baltimore County Government which shall be available to all covered employees prior to the annual enrollment period and thereafter throughout each Plan Year.
- B. The County shall further make available to all covered employees prior to the annual open enrollment period and thereafter throughout each Plan Year all circulars containing Baltimore County Government Monthly Insurance Contribution Rates for the Optical Plan offered.

**Section 19.5.5 - Hearing Aid Benefit.** Effective September 1, 2003 the County shall provide a hearing aid benefit to employees and non-Medicare eligible retirees enrolled in the Triple Option plan. The benefit shall entitle each Triple Option enrollee to receive coverage up to the amount of \$1,400 per hearing aid per impaired ear per 36 month period.

**Section 19.5.6 - Non-Duplication of Health Coverage.** No benefit-eligible employee, retiree or dependent of an employee or retiree can be covered on more than one County-sponsored medical plan. No benefit-eligible employee or retiree can enroll in a County medical plan if they are enrolled as a dependent on any medical plan outside of County employment. If a benefit-eligible employee or retiree covered by a medical plan outside County sponsorship loses coverage, they will be allowed to immediately enroll in a County plan upon verification that outside coverage has been terminated.

**Section 19.5.7 - Health and Dependent Care Flexible Spending Accounts.** Health Care and Dependent Care Flexible Spending Accounts (FSA) 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 19.5.8 - Medicare Benefits.** The County will contribute to the cost of the Medicare Supplemental plan for Medicare eligible retirees as provided for in Exhibit I.

**Section 19.6 - Information Access.** The HCRC shall receive the monthly paid medical claims settlement for the self-insured Triple Option plan and CFBCBS Dental and Vision plans - that settlement outlines paid claims by line of coverage, administrative fees and enrollment in the plans operated by CFBCBS for the County, Library and Revenue Authority groups. In addition, the HCRC will receive quarterly and annual reports for those plans upon receipt of those reports from the carrier.

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

The HCRC will also receive monthly, a budget variance report that compares the rates multiplied by lives multiplied by monthly premium to the actual paid claims experience for the self-insured plans.

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

**Section 19.7 - Health Care Review Committee.** The County and the Association agree that their representatives on the Health Care Review Committee may enter negotiations in Fiscal Year 2024 for the purpose of replacement of the Triple Option Plan with a Preferred Provider Option and renewal or replacement of the existing HMO's.

Said negotiations shall not alter the existing contractual provisions regarding the subsidy/premium splits for the existing Triple Option Plan and HMO's or their replacement.

Said negotiations shall also include dental, life and vision plans. The negotiations shall not alter the existing contractual provisions regarding the subsidy/premium splits for dental, life and vision plans, or the amount of life insurance.

The parties understand that such negotiations shall not affect the other provisions of the Memorandum of Understanding, which shall remain in effect in accordance with Article 21.3 - Duration.

## **ARTICLE 20 - DEPARTMENTAL WELLNESS AND FITNESS**

### **Section 20.1 - Purpose and Scope.**

- A. To take care of our own members as well as we take care of others.
- B. To provide the highest quality service to the community.
- C. To meet all wellness requirements necessary for fire service personnel, and decrease the escalating disability costs.
- D. To be proactive by investing resources and personnel to provide programs to maintain healthy, fit, and capable Fire and EMS service personnel throughout their career and for quality retirement life.

### **Section 20.2 - Wellness and Fitness Initiative.**

- A. The Department and Association both recognize the value of a healthy, well and fit workforce.



- B. The Department has established and will continue to maintain a Standard Operating Procedure (Personnel 19) that considers the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI).
- C. The Department has additionally established and will continue to maintain a Standard Operating Procedure (SOP 400-14) that ensures each member engages in physical activities during the course of their duties.
- D. The wellness/fitness program shall be a positive program and not be punitive in design.
- E. It is agreed that any changes made to Personnel 19 within the duration of this MOU shall only be made by mutual agreement between the Department and the Association.

**Section 20.3 - Fitness Core Group.**

- A. Consistent with the physical fitness Standard Operating Procedure (Personnel 19), the Department will establish a Fitness Core Group that will include representation from IAFF Local 1311.
- B. The Fitness Core Group will meet no less that two times a year to discuss the progress of physical fitness within the Department.
- C. The Fitness Core Group will consider the recommendations of the IAFF/IAFC Joint Labor Management Wellness Fitness Initiative (WFI) as they develop the fitness program.

**Section 20.4 - Peer Fitness Trainers.**

- A. The Department agrees to consider the IAFF Peer Fitness Trainer (PFT) Program as a model for delivery of the program.
- B. The purpose of the PFT modeled program is to provide a fitness trainer standard consistent with the health and fitness needs of the Fire Service and the Baltimore County Fire Department.
- C. Once a PFT has successfully passed the certification examination, they will have demonstrated they possess the knowledge and skills required to design and implement fitness programs, improve the wellness and fitness of the members, assist in the physical training of recruits, and assist the broader community in achieving wellness and fitness.
- D. PFT's shall receive a Supplemental Pay as enumerated in Section 10.25 herein.

**Section 20.5 - Employee Assistance Program.** The County and Department shall maintain an Employee Assistance Program (EAP) for all employees. Members are strongly encourage to take full advantage of this benefit when the need may arise. The EAP is generally voluntary and self-directed. If the Employer orders an employee to report to EAP for any reason, then the member shall receive comp time or straight time pay for the first session or appointment up to four (4) hours per session/appointment and such session will be without cost unless or until the vendor or vendor contract requires otherwise.

**Section 20.6 - Medical Exams.**

- A. Realizing the benefit of early detection and prevention, each member shall receive a Medical Exam within every eighteen (18) months consistent with the fitness Standard Operating Procedure (Personnel 19).
- B. If so desired, a member will be afforded a complete NFPA 1582 Physical by the Medical Facility under contract with Baltimore County.

- C. Each member that obtains an Annual Physical by the Medical Facility under contract with Baltimore County during their off duty time shall be granted four (4) hours of Compensatory Time.
- D. An individual's personal medical history and condition is a private and confidential matter. As such all reports and paperwork shall be treated confidentially and be compliant with local, state, and federal laws. Including but not limited to HIPAA.

### **Section 20.7 Fitness for Duty.**

- A. The Employer shall have the right to send an employee to a designated physician for an evaluation of an injury, illness or incapacity that may affect the employee's ability to perform the essential functions of his/her job, and, as appropriate to determine suitability for modified duty ("work status").
- B. Notwithstanding Section 20.7.A, immediately above, the following procedure shall apply as set out herein. An employee may consult with their own attending physician about the employee's own duty status. The physician shall consider the County's position description for the job in question which position description shall enumerate the essential duties of the employee's position and/or the County's description of the modified duties proposed. Should the physician conclude that the employee should not return to work or work modified duty as proposed by the County, and, instead, be placed off from work or that the employee's duties at work must be limited while on modified duty, the attending physician's recommendations shall be forwarded by the Department to the County's appointed physician (unless plainly unreasonable) within five (5) business days of receipt of the attending physician's recommendations. Additionally, should the member's physician conclude that the employee should return to work or work modified duty rather than remain off work as proposed by the County, the member's physician's recommendations shall be forwarded by the Department to the County's appointed physician (unless plainly unreasonable) within five (5) business days of receipt of the attending physician's recommendations. The attending physician's orders shall include contraindications about the safe use of medications prescribed by the attending physician. The attending physician's orders may not be interpreted to change the employee's work status pending completion of the County appointed physician's reviews.
- C. The County appointed physician (or clinic) shall respond with an assessment of the employee's work status within five (5) business days, either to concur, to modify, or to disagree with the attending physician's orders, and the employee shall comply with the County's work status assessment.
- D. If the employee is directed to return to work in any capacity the employee may elect to use his or her paid leave instead until a final determination is issued by the independent third-party physician.
- E. Should the County and employee physicians be unable to agree, then such disagreement shall be referred to an independent third-party physician who is board-certified in occupational health (or other more appropriate medical specialty). The referral shall be made to an agreed physician. If the County and employee physician do not agree on which medical provider to make the referral to, the decision shall be made by the County's Director of Human Resources in accordance with the time frames contained in this section. The referral shall occur within 30 days after delivery to the County (C/o County Chief of Employee and Labor Relations) of a copy of the attending physician's assessment as to the nature or extent of incapacity of the employee that is evident.

- F. The independent physician shall release a comprehensive report of that physician's opinion (the "Independent Opinion") about the employee's fitness for duty, as regularly assigned or as assigned in a modified duty capacity, applying the position description that applies to the employee in that circumstance. The Independent Opinion shall be released to the Chief of Employee and Labor Relations within thirty (30) days after examining the employee and review of the medical records that the physician deems relevant. Copies of the Independent Opinion shall be promptly delivered to employee, the Association, if authorized by the employee involved, and to the Fire Department, but in no event, not more than fifteen (15) days after the date of release of the Independent Opinion to the Chief of Employee and Labor Relations.
- G. The Independent Opinion shall be final and binding on the employee, the Association, and the County to determine the employee's work status, and the employee's ability to return to work and when. The Independent Opinion shall not be subject to further dispute or appeal under this Agreement, nor for use other than for the limited purposes of work status as consistent with this dispute resolution process, and it shall be used for no other purpose.

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

**Section 21.3 - Duration.**

- A. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and subsection (B) hereof:
- B. This Memorandum of Understanding shall become effective July 1, 2024 and shall continue in full force and effect until June 30, 2027. This Memorandum of Understanding shall be automatically renewed from year to year after June 30, 2027 unless:
  - 1. Prior to October 15, 2026, either party may give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding effective as of June 30, 2027.
  - 2. Subject to Section 4-504 of the Labor and Employment Article of the Annotated Code of Maryland and the provisions of Subsection (A) above, for the Fiscal Year 2000 and each year thereafter, this Memorandum of Understanding shall be executed by the County Executive, and the County Executive shall offer a resolution for adoption by the County Council ratifying the fiscal obligations for that year under this Memorandum of Understanding.

- C. If the resolution referred to in (B) above or any other legislation necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests.
- D. It is agreed that changes in M.O.U. sections relating to promotional, disciplinary, and/or grievance issues may be made by mutual agreement between the Administration and the Association.
- E. It is agreed that the either party to this Memorandum of Understanding may reopen negotiations to address: (i) the study of, or impact of, any legislative action to enhance the funding of the Fire Department; and/or (ii) deployment of additional transport units beyond those enumerated in this M.O.U. Any such reopening shall follow the timelines set by the Code for bargaining for any particular Fiscal Year.


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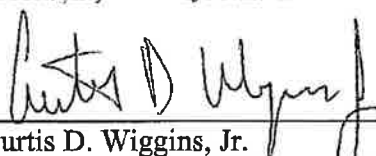
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, this 1<sup>st</sup> day of September, 2024.


BALTIMORE COUNTY PROFESSIONAL  
FIRE FIGHTER'S ASSOCIATION  
IAFF LOCAL# 1311, AFL-CIO

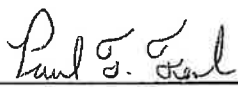
BALTIMORE COUNTY  
ADMINISTRATION  
BALTIMORE COUNTY, MARYLAND


BY:   
John J. Sibiga, Jr.  
President, IAFF Local# 1311


BY:   
John A. Olszewski, Jr.  
County Executive

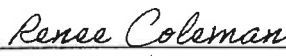
BY:   
Curtis D. Wiggins, Jr.  
1<sup>st</sup> Vice-President, IAFF Local# 1311

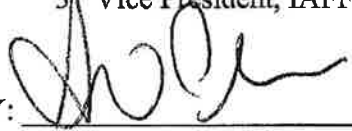
BY:   
D'Andrea L. Walker  
County Administrative Officer

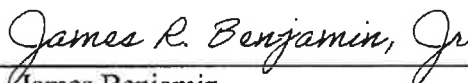
BY:   
Paul T. Fenush  
2<sup>nd</sup> Vice President, IAFF Local# 1311


BY:   
Rebecca Young  
Deputy County Administrative Officer

BY:   
Daniel Brinkley  
3<sup>rd</sup> Vice President, IAFF Local# 1311

BY:   
Renee Coleman  
Director of Human Resources

BY:   
Atyia E. Smith  
Negotiations Member, IAFF Local# 1311

BY:   
James Benjamin  
Baltimore County Attorney

BY:   
Scott Ebbert, Acting Chief  
Baltimore County Fire Department



**IAFF 1311 / Baltimore County**

**Exhibit A – Dues Checkoff Authorization.**

**Local 1311 Membership Application and Dues Deduction Authorization**

Last Name	First Name		MI
Employer	Title / Classification	SSN (last 4)/EIN	Date of Hire
Home Address	City, State		Zip
Cell Phone Number*	Personal Email Address		

**Membership Statement:** I apply for membership in Baltimore County Professional Fire Fighters Association (hereafter the “Union”). I agree to abide by the Constitution and Bylaws of the Union and of the international labor organization by which the Union is chartered. I authorize the Union, and its successors or assigns, to act as my exclusive representative for collective bargaining and related activities, and to speak on all such issues, as the Union may determine. My membership shall remain in effect until I resign consistent with the Constitution and Bylaws.

**Dues Authorization:** Effective immediately, I authorize and direct my Employer, Baltimore County, to deduct from my pay the dues and membership fees of the Union each pay period. I further authorize my Employer to modify the amount to be deducted when such amount is adopted by the Union as a uniform change. I further direct my Employer to remit all sums deducted from my pay to the Union in accordance with governing law and with the Union’s arrangements with my Employer. I recognize that neither this authorization nor its continuation is a condition of my employment.

**Duration and Revocation:** I authorize the deduction of dues and fees, whether or not I remain a member of the Union, for a period of one year from the date on which this is signed by me. This authorization shall remain in effect from year to year thereafter, unless I notify the Union in a signed writing, delivered to the Union by certified mail, of revocation not more than fifty (50) days and not less than thirty (30) days prior to the anniversary of the date on which the County first began dues deduction from my wages, unless otherwise provided by law.

**Effect:** This authorization supersedes any prior membership and/or check-off authorization card I have signed. Payments, dues, or fees, to the Union are not deductible as charitable donations. However, they may be tax deductible under other provisions of the Internal Revenue Code or state law.

**Telephone Consumer Protection Act Statement:** By providing my cell phone number to the Union, I understand that the Union and its parent and affiliated organizations may use automated calling technologies and/or text message to reach me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.

**Affirmation:** I affirm that this authorization, and the authority granted within, is freely given:

Signature:	Date:
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## BALTIMORE COUNTY GOVERNMENT

## PAY SCHEDULE X

FIRE DEPARTMENT  
SUPPLEMENTARY SALARIES

<u>Communication Center</u>	<u>Annual Supplementary Salary</u>
Assigned Bargaining Unit Members below the rank of Lieutenant	Shall be paid a supplementary salary equivalent to the difference between their present salary and one (1) step higher.
<u>Advanced Tactical Rescue Team</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Battalion Training Facilitator</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>EMS Field Preceptor</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Fire Rescue Academy &amp; Station 57</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Peer Fitness Coordinator</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Primary Hazardous Materials Unit</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Fire Marshall's Office/Office of Emergency Management</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$2,340.00
<u>Satellite Hazardous Materials Unit</u> Pay Schedule V employees as stipulated in the Memorandum of Understanding.	\$60/per pay in the

The above supplementary salary shall be paid only while the employee is assigned to the above unit. Transfer or removal from the above unit shall immediately cancel the above supplement.

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE X  
FIRE DEPARTMENT  
SUPPLEMENTARY SALARIES**

**Medic Certification Supplements**

Pay Schedule V employees who, as of November 1, 2016, CRT-1, EMT-1, EMT-P are certified and functions in Baltimore County.	\$3,000.00
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Pay Schedule VIII employees who, as of November 1, 2016, are certified and function in Baltimore County as a CRT-I, EMT-I, or EMT-P.	\$3,000.00
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Pay Schedule V employees who are classified as Paramedic or Paramedic/Fire Fighter or Paramedic First Class, as of July 1, 2021, shall receive Medic Certification Supplement as part of base pay.	\$3,000.00
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<b><u>Lead Instructor of the Fire Academy</u></b> Pay Schedule V employees who are assigned as Lead Instructor for each Fire Academy Recruit Class	\$500.00/ per class
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<b><u>Maintenance of Medical Certification or License</u></b> Pay Schedule V employees who possess and maintain a Maryland medical certification or license as of November 1 shall for that calendar year receive an annual supplement of \$500. This maintenance pay shall be paid in the first pay of December of each year.	\$ 500.00
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<b><u>Support or Administrative Services</u></b> Any employee assigned to a 40-hour work week In Support or Administrative Services, and who is not enumerated in the supplemental pay sections above, shall also receive a ninety-dollar supplemental per pay. (Note: Previously accounted for under Fire Marshal's Office/Office Emergency Management, now separated but now new cost)	\$ 90.00/ per pay
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BALTIMORE COUNTY GOVERNMENT																									
PAY SCHEDULE V																									
STANDARD GRADES																									
Baltimore County Firefighters Association																									
Fire Department																									
Effective January 1, 2025																									
4% Increase																									
GRADE	Base Annual Rates								Longevity Annual Rates																
	Minimum	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	Maximum	10yr	11yr	12yr	13yr	14yr	15yr	16yr	17yr	18yr	19yr	20yr	21yr	22yr	23yr	24yr	27yr	29yr
PF	49,464	50,941	54,236	56,016	57,885	59,853	62,053	64,252	66,550	69,116	70,403	71,690	73,064	74,438	75,861	77,284	78,796	80,308	81,912	83,516	84,616	85,716	86,817	88,732	90,646
7F	54,236	56,016	57,885	59,853	62,053	64,252	66,550	69,116	71,690	74,438	75,861	77,284	78,796	80,308	81,912	83,516	85,167	86,817	88,562	90,306	91,526	92,747	93,968	96,044	98,120
8F	56,016	57,885	59,853	62,053	64,252	66,550	69,116	71,690	74,438	77,284	78,796	80,308	81,912	83,516	85,167	86,817	88,562	90,306	92,137	93,968	95,252	96,535	97,818	99,981	102,143
9F	57,885	59,853	62,053	64,252	66,550	69,116	71,690	74,438	77,284	80,308	81,912	83,516	85,167	86,817	88,562	90,306	92,137	93,968	95,893	97,818	99,165	100,513	101,861	104,114	106,367
10F	59,853	62,053	64,252	66,550	69,116	71,690	74,438	77,284	80,308	83,516	85,167	86,817	88,562	90,306	92,137	93,968	95,893	97,818	99,839	101,861	103,265	104,670	106,075	108,423	110,771
11F	62,053	64,252	66,550	69,116	71,690	74,438	77,284	80,308	83,516	86,817	88,562	90,306	92,137	93,968	95,893	97,818	99,839	101,861	103,968	106,075	107,573	109,071	110,570	113,019	115,468
12F	65,292	67,590	70,156	72,730	75,478	78,324	81,348	84,556	87,857	91,346	93,177	95,008	96,933	98,858	100,879	102,901	105,008	107,115	109,362	111,610	113,139	114,669	116,198	118,774	121,350
13F	66,550	69,116	71,690	74,438	77,284	80,308	83,516	86,817	90,306	93,968	95,893	97,818	99,839	101,861	103,968	106,075	108,322	110,570	112,864	115,158	116,742	118,327	119,911	122,570	125,230
*14F	72,236	74,810	77,558	80,404	83,428	86,636	89,937	93,426	97,088	100,938	102,959	104,981	107,088	109,195	111,442	113,690	115,984	118,278	120,655	123,031	124,884	126,737	128,590	131,444	134,299
*15F	74,810	77,558	80,404	83,428	86,636	89,937	93,426	97,088	100,938	104,981	107,088	109,195	111,442	113,690	115,984	118,278	120,655	123,031	125,810	128,590	130,535	132,480	134,425	137,411	140,397
16F	74,438	77,284	80,308	83,516	86,817	90,306	93,968	97,818	101,861	106,075	108,322	110,570	112,864	115,158	117,535	119,911	122,690	125,470	128,387	131,305	133,348	135,391	137,434	140,488	143,541
16F2	77,558	80,404	83,428	86,636	89,937	93,426	97,088	100,938	104,981	109,195	111,442	113,690	115,984	118,278	120,655	123,031	125,810	128,590	131,507	134,425	136,468	138,511	140,554	143,608	146,661
17F	77,284	80,308	83,516	86,817	90,306	93,968	97,818	101,861	106,075	110,570	112,864	115,158	117,535	119,911	122,690	125,470	128,387	131,305	134,370	137,434	139,580	141,726	143,872	147,070	150,269
18F	80,308	83,516	86,817	90,306	93,968	97,818	101,861	106,075	110,570	115,158	117,535	119,911	122,690	125,470	128,387	131,305	134,370	137,434	140,653	143,872	146,123	148,374	150,625	153,976	157,326
19F	83,516	86,817	90,306	93,968	97,818	101,861	106,075	110,570	115,158	119,911	122,690	125,470	128,387	131,305	134,370	137,434	140,653	143,872	147,248	150,625	152,990	155,355	157,720	161,230	164,740
19F2	86,636	89,937	93,426	97,088	100,938	104,981	109,195	113,690	118,278	123,031	125,810	128,590	131,507	134,425	137,490	140,554	143,770	146,992	150,368	153,745	156,110	158,475	160,840	164,350	167,860

<sup>1</sup> The amount of a longevity increase for employees on an annual salary scale is the equivalent of one (1) step in the pay grade of the class to which the employee's position is assigned. Classified employees are rewarded for long and faithful service through longevity increments. These increments are earned upon the attainment of 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27, & 29 years of service

BALTIMORE COUNTY GOVERNMENT																										
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GRADE	Base Annual Rates									Longevity Annual Rates																
	Minimum	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	Maximum	10yr	11yr	12yr	13yr	14yr	15yr	16yr	17yr	18yr	19yr	20yr	21yr	22yr	23yr	24yr	25yr	26yr	
PF	50,948	52,470	55,863	57,697	59,622	61,649	63,914	66,180	68,546	71,190	73,841	75,256	76,671	78,137	79,603	81,160	82,717	84,369	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770
7F	55,863	57,697	59,622	61,649	63,914	66,180	68,546	71,190	73,841	76,671	79,603	82,717	84,369	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770	100,753	102,835	104,917	107,000	109,082
8F	57,697	59,622	61,649	63,914	66,180	68,546	71,190	73,841	76,671	79,603	82,717	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770	100,753	102,835	104,917	107,000	109,082	111,165	113,248
9F	59,622	61,649	63,914	66,180	68,546	71,190	73,841	76,671	79,603	82,717	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770	100,753	102,835	104,917	107,000	109,082	111,165	113,248	115,331
10F	61,649	63,914	66,180	68,546	71,190	73,841	76,671	79,603	82,717	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770	100,753	102,835	104,917	107,000	109,082	111,165	113,248	115,331	117,414
11F	63,914	66,180	68,546	71,190	73,841	76,671	79,603	82,717	86,022	87,722	89,422	91,219	93,016	94,901	96,787	98,770	100,753	102,835	104,917	107,000	109,082	111,165	113,248	115,331	117,414	119,497
12F	67,251	69,617	72,261	74,912	77,742	80,674	83,788	87,093	90,493	94,087	97,881	101,824	105,966	108,158	110,328	112,643	115,000	117,414	120,000	122,643	125,331	128,062	130,835	133,648	136,500	139,391
13F	68,546	71,190	73,841	76,671	79,603	82,717	86,022	89,422	93,016	96,787	100,753	104,917	109,281	113,744	118,307	122,970	127,733	132,596	137,560	142,624	147,787	153,050	158,413	163,876	169,439	175,102
*14F	74,403	77,055	79,885	82,817	85,931	89,235	92,635	96,229	100,000	103,966	108,048	112,471	117,100	121,827	126,722	131,785	137,000	142,367	147,887	153,560	159,387	165,370	171,509	177,800	184,243	190,838
*15F	77,055	79,885	82,817	85,931	89,235	92,635	96,229	100,000	103,966	108,130	112,471	117,100	121,827	126,722	131,785	137,000	142,367	147,887	153,560	159,387	165,370	171,509	177,800	184,243	190,838	197,581
16F	76,671	79,603	82,717	86,022	89,422	93,016	96,787	100,753	104,917	109,281	113,744	118,307	122,970	127,733	132,596	137,560	142,624	147,787	153,050	158,413	163,876	169,439	175,102	180,865	186,728	192,691
16F2	79,885	82,817	85,931	89,235	92,635	96,229	100,000	103,966	108,130	112,471	117,100	121,827	126,722	131,785	137,000	142,367	147,887	153,560	159,387	165,370	171,509	177,800	184,243	190,838	197,581	204,484
17F	79,603	82,717	86,022	89,422	93,016	96,787	100,753	104,917	109,281	113,744	118,307	122,970	127,733	132,596	137,560	142,624	147,787	153,050	158,413	163,876	169,439	175,102	180,865	186,728	192,691	198,754
18F	82,717	86,022	89,422	93,016	96,787	100,753	104,917	109,281	113,744	118,307	122,970	127,733	132,596	137,560	142,624	147,787	153,050	158,413	163,876	169,439	175,102	180,865	186,728	192,691	198,754	204,917
19F	86,022	89,422	93,016	96,787	100,753	104,917	109,281	113,744	118,307	122,970	127,733	132,596	137,560	142,624	147,787	153,050	158,413	163,876	169,439	175,102	180,865	186,728	192,691	198,754	204,917	211,180
19F2	89,235	92,635	96,229	100,000	103,966	108,130	112,471	117,100	121,827	126,722	131,785	137,000	142,367	147,887	153,560	159,387	165,370	171,509	177,800	184,243	190,838	197,581	204,484	211,537	218,690	225,943

BALTIMORE COUNTY GOVERNMENT																										
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PF	52,477	54,044	57,539	59,428	61,411	63,498	65,832	68,165	70,602	73,326	74,691	76,056	77,514	78,971	80,481	81,991	83,595	85,199	86,900	88,602	90,353	92,104	93,956	95,806	97,748	99,691
7F	57,539	59,428	61,411	63,498	65,832	68,165	70,602	73,326	76,056	78,971	81,991	83,595	85,199	86,900	88,602	90,353	92,104	93,955	95,806	97,748	99,691	101,733	103,775	105,920	108,064	110,300
8F	59,428	61,411	63,498	65,832	68,165	70,602	73,326	76,056	78,971	81,991	83,595	85,199	86,900	88,602	90,353	92,104	93,955	95,806	97,748	99,691	101,733	103,775	105,920	108,064	110,300	112,535
9F	61,411	63,498	65,832	68,165	70,602	73,326	76,056	78,971	81,991	85,199	86,900	88,602	90,353	92,104	93,955	95,806	97,748	99,691	101,733	103,775	105,920	108,064	110,300	112,535	115,026	117,517
10F	63,498	65,832	68,165	70,602	73,326	76,056	78,971	81,991	85,199	88,602	90,353	92,104	93,955	95,806	97,748	99,691	101,733	103,775	105,920	108,064	110,300	112,535	115,026	117,517	120,008	122,499
11F	65,832	68,165	70,602	73,326	76,056	78,971	81,991	85,199	88,602	92,104	93,955	95,806	97,748	99,691	101,733	103,775	105,920	108,064	110,300	112,535	115,026	117,517	120,008	122,499	125,000	127,491
12F	69,269	71,706	74,429	77,160	80,075	83,094	86,302	89,706	93,208	96,909	98,852	100,794	102,836	104,879	107,023	109,167	111,403	113,638	116,022	118,407	120,030	121,653	123,275	125,000	126,008	127,441
13F	70,602	73,326	76,056	78,971	81,991	85,199	88,602	92,104	95,806	99,691	101,733	103,775	105,920	108,064	110,299	112,535	114,919	117,303	119,738	122,171	124,604	127,037	129,470	131,903	134,336	136,769
*14F	76,636	79,366	82,281	85,301	88,509	91,912	95,414	99,116	103,001	107,085	109,230	111,374	113,609	115,845	118,229	120,613	123,047	125,481	128,002	130,524	132,490	134,456	136,421	138,387	140,353	142,319
*15F	79,366	82,281	85,301	88,509	91,912	95,414	99,116	103,001	107,085	111,374	113,609	115,845	118,229	120,613	123,047	125,481	128,002	130,524	133,047	135,569	138,092	140,615	143,138	145,661	148,184	150,707
16F	78,971	81,991	85,199	88,602	92,104	95,806	99,691	103,775	108,064	112,535	114,919	117,303	119,737	122,171	124,692	127,214	130,162	133,111	136,206	139,302	142,553	145,804	149,111	152,418	155,725	159,032
16F2	82,281	85,301	88,509	91,912	95,414	99,116	103,001	107,085	111,374	115,845	118,229	120,613	123,047	125,481	128,002	130,524	133,047	135,569	138,092	140,615	143,138	145,661	148,184	150,707	153,230	155,753
17F	81,991	85,199	88,602	92,104	95,806	99,691	103,775	108,064	112,535	117,303	119,737	122,171	124,692	127,214	130,162	133,111	136,206	139,302	142,553	145,804	149,111	152,418	155,725	159,032	162,339	165,646
18F	85,199	88,602	92,104	95,806	99,691	103,775	108,064	112,535	117,303	122,171	124,692	127,214	130,162	133,111	136,206	139,302	142,553	145,804	149,111	152,418	155,725	159,032	162,339	165,646	168,953	172,260
19F	88,602	92,104	95,806	99,691	103,775	108,064	112,535	117,303	122,171	127,214	130,162	133,111	136,206	139,302	142,553	145,804	149,111	152,418	155,725	159,032	162,339	165,646	168,953	172,260	175,567	178,874
19F2	91,912	95,414	99,116	103,001	107,085	111,374	115,845	120,613	125,481	130,524	133,472	136,421	139,370	142,319	145,268	148,217	151,166	154,115	157,064	160,013	162,962	165,911	168,860	171,809	174,758	177,707

**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 ensuring 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 approve 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.

**ACCIDENTAL DISABILITY**

§ 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 and 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.

**BALTIMORE COUNTY FIRE DEPARTMENT  
NOTICE OF INVESTIGATION**

To: (Member)  
From: (Battalion Chief)  
Subject: Investigation (Confidential)  
Date: (Date)

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

This alleged incident occurred on or about \_\_\_\_\_, involving

\_\_\_\_\_  
\_\_\_\_\_.

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

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

For further assistance, you should contact IAFF Local 1311.

cc: IAFF Local 1311  
Fire Chief  
Assistant Chief  
Division Chief

**EXHIBIT G**

**DEFERRED RETIREMENT OPTION PROGRAM (DROP)**

1. The County will establish a Deferred Retirement Option Program (DROP) for Pay Schedule V employees on July 1, 2001, with the first retirements under the Program possible on or after July 1, 2004 (three-year DROP); July 1, 2005 (up to four-year DROP); July 1, 2006 (up to five-year DROP).
2. In order to be eligible to select the DROP, a retiring member must have at least thirty-two (32) years of qualifying service as defined in Article 5, Title 1, Section 5-1-201 of the Baltimore County Code, 2003. The length of the DROP a member may elect will be determined according to the following table. For employees hired after January 1, 2004, only actual time worked, accumulated sick leave, and accredited military time will be applied toward DROP.

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

3. Retirement allowances credited to the DROP account, and paid after retirement, will be calculated according to the following enhanced formula:
  - a. The length of the DROP period (three to five years) is selected by the employee.
  - b. "DROP Service" equals service at retirement (including retirement credit for accumulated unused sick leave and military service) minus the length of the DROP period.
  - c. Average Final Compensation is determined as if the member had retired at the beginning of the DROP period.
  - d. The DROP Retiree Allowance equals 74% of Average Final Compensation for 29 years DROP Service, plus 2% of Average Final Compensation for each additional year of service.
4. Retirement allowances credited to the DROP account will be increased for retirement system COLAs just as if the member had retired at the beginning of the DROP. The retirement allowance paid upon actual retirement will include retirement system COLAs provided during the period of the DROP.
5. Member contributions to the Retirement System made during the period of the DROP will be credited to the member's DROP account.
6. The DROP account will be credited with interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions, except that the interest rate used will be the greater of (a) the rate of return on the actuarial value of assets for the prior calendar year, minus 50 basis points; or (b) the regular rate of interest (5% per annum).
7. The DROP accumulation may be paid to the member in a single lump sum or may be rolled over into an eligible plan such as an IRA, at the member's option.

**DEFERRED RETIREMENT OPTION PROGRAM (DROP)  
Plan B**

1. The County will establish a Deferred Retirement Option Program (DROP) for Pay Schedule V employees on or after July 1, 2007. Plan shall be known as PLAN B. Plan B shall only affect members in service after July 1, 2007
2. In order to be eligible to select the DROP, a retiring member must have at least Thirty-Three (33) years of qualifying service as defined in Article 5, Title 1, Section 5-1-201 of the Baltimore County Code. The length of the DROP a member may elect is three (3) years.

<u>Years of Eligible Service</u>	<u>Length of the DROP</u>
33 or more years	3 years

3. Retirement allowances credited to the DROP account, and paid after retirement, will be calculated according to the following enhanced formula:
  - a. "DROP Service" equals service at retirement (including retirement credit for accumulated unused sick leave and military service) minus the length of the DROP period.
  - b. Average Final Compensation is determined as, if the member had retired at the beginning of the DROP period.
  - c. The DROP Retiree Allowance equals of 70% Average Final Compensation for 30 years DROP Service, plus 3% of Average Final Compensation for each additional year of service.
4. Retirement allowances credited to the DROP account will be increased for retirement system COLAs just as if the member had retired at the beginning of the DROP. The retirement allowance paid upon actual retirement will include retirement system COLAs provided during the period of the DROP after the first year.
5. Member contributions to the Retirement System made during the period of the DROP will be credited to the member's DROP account.
6. The DROP account will be credited with interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions, except that the interest rate used will be the regular rate of interest (5%) per annum.
7. The DROP accumulation may be paid to the member in a single lump sum or may be rolled over into an eligible plan such as an IRA, at the member's option.

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

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

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

**DROP Program**

Deferred Retirement Option Program for members.

**Member**

A Group 4 member in active service who began service before July 1, 2007 and is on pay Schedule 5 or 8 of the County Classification and Compensation Plan.

**Participation**

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

**DROP Period**

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

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

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

**DROP Service (29 years minimum) includes:**

1. Qualifying service (see definition above)
2. LESS the length of the selected DROP period

**Eligible DROP Periods, Retirement Dates, and Eligibility:**

- **3-year DROP period – Retirement date on or after 7/01/2004**  
- 32 years of qualifying service minus 3-year DROP period = 29 years of DROP service
- **3, 3 ½, or 4-year DROP period – Retirement date on or after 7/01/2005**  
- 32 years of qualifying service minus 3-year DROP period = 29 years of DROP service  
- 32 ½ years of qualifying service minus 3 ½ year DROP period = 29 years of DROP service  
- 33 years of qualifying service minus 4-year DROP period = 29 years of DROP service
- **3, 3 ½, 4, 4 ½, or 5-year DROP period – Retirement date on or after 7/01/2006**  
- 32 years of qualifying service minus 3-year DROP period = 29 years of DROP service  
- 32 ½ years of qualifying service minus 3 ½ year DROP period = 29 years of DROP service



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

### **DROP Account**

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

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

### **DROP Allowance**

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

### **Average Final Compensation (AFC)**

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

1. The member's DROP service; and
2. Determined as if the member had retired at the beginning of the DROP period

### **DROP Allowances**

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

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

### **Lump-Sum DROP Account Payment Options**

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

Plan B

Baltimore COUNTY EMPLOYEES' RETIREMENT SYSTEM DROP PROGRAM GLOSSARY OF TERMS - FIRE

NOTICE: The Office of Budget and Finance prepared the following glossary of terms solely for the use of Bargaining Unit Members in understanding DROP and Exhibit G-1 this glossary is intended for reference purposes only.

DROP Program

Deferred Retirement Option Program for members.

Member

A Group 4 member in active service who began service after July 1, 2007, and is on pay Schedule 5 or 8.

Participation

A member may elect to participate in the DROP program if the member has 33 years or more of qualifying service and selects an eligible DROP period.

DROP Period

The period of time selected for participation in the DROP program is three years (3).

Qualifying Service (33 years) includes all of the following:

1. Membership service on pay schedule 5 or 8
2. ERS credit for accumulated unused sick leave (16 days = 1 month, remaining balance of ½ month or more is rounded up)
3. Creditable military service

DROP Service (30 years) Includes:

1. Qualifying service (see definition above)
2. LESS the length of the selected DROP period

Eligible DROP Periods:

3-year DROP period

### DROP Account

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

1. The member's DROP allowance for each year of the three-year DROP period of the retiring member, adjusted in accordance with cost-of-living adjustments as if the member had retired at the beginning of the DROP period.
2. Contributions to the ERS made by the member during the DROP period
3. Interest earned on both the member's DROP allowance and the member's contributions during the DROP period based on the administrative procedures currently used to determine the member's accumulated contributions, except that the interest rate used shall be the regular rate of interest (5% per annum) for the ERS.

### DROP Allowance

The DROP allowance will be 70% of the member's average final compensation (AFC) for thirty (30) years of DROP service plus 3% for each full year of DROP service over thirty (30) years.

### Average Final Compensation (AFC)

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

1. The member's DROP service; and
2. Determined as if the member had retired at the beginning of the DROP period I\_

### DROP Allowances

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

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

### Lump-Sum DROP Account Payment Options

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

Table I

**Health Care in Retirement Subsidy for Employees Hired  
Before but retiring after 07/01/07**

**CY17 Subsidy Levels**

**General Employees**

**Public Safety**

Fire, EMS, Police Officers, Deputy Sheriff,  
Correctional Officers, and Uniformed Personnel

<u>YOS</u>	<u>CIGNA PPO</u> <u>Medicare</u>	<u>HMO</u>	<u>Medicare</u>	<u>CIGNA PPO</u>	<u>HMO</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	61.6%	65.0%	60.0%			
27	64.9%	70.0%	62.5%			
28	68.2%	75.0%	65.0%			
29	71.5%	80.0%	67.5%			
30	75.0%	85.0%	70.0%			

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

**General Employees**

	PRE-MEDICARE RETIREES		MEDICARE RETIREES	
<b>FY 2008</b>				
10 - 37 Yrs of Service	<u>Base Allowance per YOS</u>		<u>Base Allowance per YOS</u>	
	\$150.00	\$225.00	\$100.00	\$150.00
<b>CY 2015</b>				
10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
	\$148.25	\$222.50	\$99.00	\$148.25
<b>CY 2016</b>				
10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
	\$145.00	\$217.50	\$96.75	\$145.00
<b>CY 2017</b>				
10 - 37 Yrs of Service	<u>Base Allowance per YOS **</u>		<u>Base Allowance per YOS **</u>	
	\$141.50	\$212.50	\$94.50	\$141.50

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

**Public Safety**

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

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

BALTIMORE COUNTY FIRE DEPARTMENT

DISCIPLINARY PROCESS BEYOND SUMMARY SUSPENSION

***Purpose:*** Discipline by design is to develop behavior modification for misconduct or wrongful action. Except in situations involving a serious offense discipline shall be administered progressively. Whenever possible discipline should be administered at lowest level that insures the desired behavioral change. The Administration, when determining the appropriate discipline, shall consider the nature and degree of the offense proven, the performance record of the Employee, the service time of the Employee and any other factors in mitigation of the offense including an employee's remorse or level of accepting accountability.

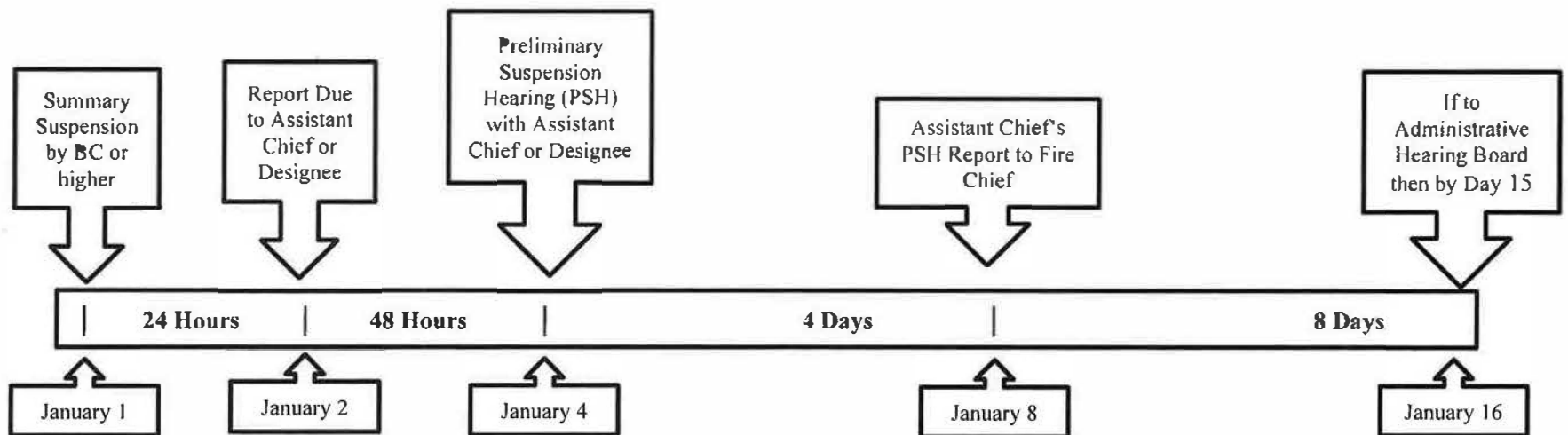
The following exhibit is provided as a guide for informational purposes to both Labor and Management.

- A. The Fire Chief may accept, reject, or modify the recommendations of the designee of the Fire Chief. The Fire Chief may impose any or all disciplinary penalties prescribed in Section B below with the approval of the Administrative Officer.
- B. Disciplinary penalty prescribed in cases of summary suspension may be anyone (1) or combination of the following:
  - 1. Forfeiture of vacation leave or any part thereof not to exceed vacation leave earned in one (1) calendar year.
  - 2. Forfeiture of "off days."
  - 3. Assignment to additional duty or special detail.
  - 4. Transfer within the Department.
  - 5. That the employee remains in suspended status for a fixed number of days not to exceed fifteen (15) calendar days from the time the summary suspension was invoked.
- C. Charges and specifications shall be filed in any instance where the disciplinary action listed does not suffice and that the infraction committed by the suspended employee is of such a serious nature that a penalty more severe than that set forth is contemplated.
- D. If the Fire Chief approves the recommendation that charges and specifications shall be filed against the employee, the Fire Chief shall file such charges and specifications setting forth in writing the violation or infraction of any directive, order, or procedure alleged to have been committed by the employee.
- E. After the official filing of charges and specifications the Fire Chief may continue the summary suspension for a period not to exceed thirty (30) calendar days, which period shall be in addition to the original fifteen (15) calendar day suspension.
- F. The employee against whom charges and specifications have been filed shall be notified of such action by forwarding a copy of the charges and specifications at the employee's last-known address, as contained in the records of the Fire Department.
- G. Any employee suspended shall be relieved of all official duties, and shall surrender all official equipment and identification issued to him/her by the Department. Any employee suspended without pay shall additionally be placed in leave without pay status.
- H. Any Fire Department employee may be suspended for any act or failure to act which is deemed a breach of discipline, order, rule, regulation, or directive, existing or as may be issued from time to time by the Fire Chief, provided the order, rule, regulation, or directive has been issued in writing and made available to all Fire Department personnel.

- I. An administrative suspension shall be one placed in effect only by the Fire Chief and shall be predicated upon the fact or facts involving an infraction of order, rule, regulation, or directive coming to the Fire Chief's attention subsequent to the commission of the infraction. The Fire Chief may invoke the same disciplinary steps provided for in Section B above, and the procedure to be followed shall be the same.
- J. Whenever any disciplinary action other than the filing of charges and specifications is imposed by the Fire Chief after a thorough investigation, a copy of his/her investigative report and subsequent application of a disciplinary penalty shall be forwarded in writing to the Administrative Officer for approval.
- K. A written record of any disciplinary action imposed on any member of the Fire Department shall be made in the employee's next annual performance rating.
- L. No employee under suspension will be considered eligible for promotion. However, any employee under suspension shall be eligible to take an examination for promotion.
- M. Failure of the employee charged to appear at any disciplinary hearing on the date, time, and place prescribed shall not prevent the Disciplinary Panel or officer from hearing all of the evidence in the case and making findings based on evidence presented.
- N. Any employee who resigns after charges and specifications have been filed against him/her shall be ineligible for reemployment or reinstatement in the Fire Department.
- O. If an employee of the Fire Department is charged with a criminal offense, the Fire Chief shall promptly order:
  - 1. That the employee may continue to perform Departmental duties; or
  - 2. That the employee be transferred to administrative duties pending the resolution of the criminal charges; or
  - 3. That the employee be suspended without pay pending resolution of the criminal charges. Any employee suspended without pay shall be relieved of all official duties and placed in a leave without pay status. The employee shall surrender all official equipment and identification issued by the Department. If the employee suspended without pay is found innocent of the criminal charges, the employee shall be reinstated with all pay and privileges restored.
- P. Irrespective of what action is taken by the Fire Chief pursuant to Section O above, charges and specifications may be filed, and any disciplinary proceeding may be held prior or subsequent to the disposition of the criminal charges filed against the employee.
- Q. The Fire Chief, when determining the action to be taken regarding an officer pursuant to Section O above, shall consider the best interests of the public, the criminal justice system, the Department, and the employee.
- R. For bargaining unit employees in the Fire Department, appeals of the disciplinary process may be handled in accordance with provisions enumerated in Article 5 of this Memorandum of Understanding between the Baltimore County Administration and the Baltimore County Professional Fire Fighters Association I.A.F.F. Local 1311.



## Summary Suspension Timeline: 15 Days



Note: If the Suspension goes to an AHB, then it should be convened and ruled upon within 21 calendar days. Should an extension be mutually agreed upon, then this timeline may be notified.

**BALTIMORE COUNTY FIRE DEPARTMENT  
NOTICE OF END OF INVESTIGATION**

To: (Member)  
From: (Battalion Chief)  
Subject: Investigation (Confidential)  
Date: (Date)

This serves to notify you that, per the current Memorandum of Understanding, Section 16.2 (F) Employee Rights, you are no longer under investigation for the incident or issue as referenced in the Notice of Investigation dated \_\_\_\_\_ . The matter in question has been closed.

cc: IAFF Local 1311  
Fire Chief  
Assistant Chief  
Division Chief

**OPTIONAL ALLOWANCES**

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

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

**Option 1** – If the retired member dies before receiving in annuity payments the total contributions accumulated at the time of retirement, the undistributed accumulated contribution balance will be paid in an on-time, lump-sum payment to the designated beneficiary or beneficiaries. All monthly benefits cease at the time of the retired member's death. Beneficiary changes may be made at any time.

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

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

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

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

**Option 6** – Upon the death of the retired member, 50% of the retired member's reduced retirement benefit shall be continued throughout the life of and paid to the designated beneficiary. Should the retired member

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

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

## REDUCE YOUR EXPOSURE RISK TO CARCINOGENS

### AT THE FIRE STATION:

- Proper use of diesel exhaust containment systems.
- Proper sealing of doors leading to living areas.
- Keep turnout gear (PPE) outside of living areas.
- Do not walk in living areas with dirty boots and gear after a fire.
- Report any damage to asbestos wrapped pipe encapsulation in fire stations.
- Wash hands thoroughly after cleaning/maintaining tools and equipment, and after handling and placing dirty work clothes and gear into the washer.

### AT THE FIRE SCENE:

- Wear PPE properly.
- Use SCBA from the initial attack through the completion of overhaul.
- Do not rely on multiple gas detectors to determine PPE/SCBA donning and doffing.
- Gently rinse or brush off fire debris and soot before entering apparatus to return to station.
- Use wet naps to clean hands, neck, throat, jaw, and face after fire operations are complete.

### AT THE FIRE:

- Clean all PPE, including helmets, hoods and gloves. All PPE must be cleaned in accordance in with NEPA 1851 Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, and manufacture recommendations.
- Clean tools equipment, SCBA, and the inside of the apparatus cab.
- Shower thoroughly and change into clean station work clothes.
- Do not take soiled PPE or dirty work clothes home.
- Never transport soiled PPE in a personal vehicle. Have it returned to station via fire apparatus.

### SELF-ACTIONS:

- Eliminate the attitude. “The dirtier the gear, the tougher and more experienced I am” attitude.
- On assignments from station to station, place gear in a zippered gear bag or in a container with lid.
- Do not smoke or chew tobacco.
- Watch your diet and control your weight.
- Exercise regularly.
- Use alcohol in moderation.
- Use sunscreen.
- Have an annual medical exam.
- Have appropriate cancer screenings, early detection and treatment are essential.



Baltimore County Professional Fire  
Fighters Association, IAFF 1311  
and  
Baltimore County Administration

**SPECIAL ADDENDUM**  
"M" Shift Configuration

i. Under this Addendum, for the remainder of the current contract (FY 2022-2023), the County Administration, the Fire Department and the Association agree to reconfigure "M-3 shift" and "M-4 shift" to achieve more cost-efficient operation, to accommodate staffing needs, and to provide peak time coverage.

ii. This Addendum is made to be effective January 3, 2022, to coincide with the reconfiguration of "M-1 shift" to work assignment of forty hours per week Monday through Friday, and "M- 2 shift" to work assignment of forty hours per week Monday through Friday.

111. All terms herein shall in the event of conflict prevail over the Memorandum of Understanding for Fiscal Years 2022 and 2023, however in and for Fiscal Years 2022 and 2023 only.

iv. Any questions or concerns that arise not specifically covered by this Addendum, including but not limited to, this Addendum beyond Fiscal Years 2022 and 2023, will be settled through consultation and consent between the Department and the Association.

Now, therefore, the Department, the County, and the Association agree that the M-Shift hours of operation will be as follows:

1. Employees assigned to "M-1 shift", shall be assigned to work forty (40) hours per week, and such employees shall work five (5) eight-hour days, Monday through Friday from 0700 to 1500 hours each day-;

2. Employees assigned to "M-2 shift", shall be assigned to work forty (40) hours per week, and such employees shall work five (5) eight-hour days, Monday through Friday from 1500 to 2300 hours each day.

3. All "M shift" units (i.e., Units 102, 103, 112, and 116) shall remain in service from 0700 through 1700 hours Saturday and Sunday. This group of weekend assigned units will be referred to as the "M Shift Weekend Assignment" ("MSWA").

4. All MSWA units shall be staffed at the discretion of the Fire Department by using staffing procedures (in no particular order) to include but not be limited to:

- a. extra or unassigned personnel (from the scheduled shift).
- b. pre-assigned call backs.
- c. voluntary night-shift holdovers; and/or
- d. unscheduled callbacks.

5. The Department shall make every effort to ensure that suppression units are not routinely placed out of service to staff MSA units for the full 10-hour coverage duration.

6. "M-2 shift" units shall be permitted to return to quarters out-of-service upon completion of their scheduled shift if relief has not been assigned. Designated "M shift" units (or like weekend and overnight units) shall be permitted to clear an incident or hospital while out-of-service and return directly to quarters. Unit personnel are to monitor and respond to emergency calls for incidents that may necessitate a response while returning to quarters. Consideration shall be given to nature of call units responding in status, location, and unit proximity to call. With respect to this section, if not renewed by agreement of the Association and the County Administration prior to June 30, 2023 it shall expire at end of fiscal year 2023.

7. No Changes will be made to Calendar Year 2021 leave banks. Beginning with Calendar Year 2022 (January 1, 2022), "M-1 shift" and "M-2 shift" shall earn accrued annual leave in accordance with Article 11, Section 11.1, Subsection B.3 of the current contract:

8. Beginning Calendar Year 2025, the "M Shift" Vacation shall be selected by seniority as follows:

- a. Vacation Selection for personnel assigned to "M-1 shift" and "M-2 shift" shall be made from all five (5)-days of the tour or three (3)-day increments (Monday through Wednesday, or Wednesday through Friday) or two (2)-day increments (either Monday & Tuesday or Thursday & Friday).
- b. For the first vacation selection (first pick), personnel assigned to "M-1 shift" and "M-2 shift" shall select vacation in the following manner: (i) all five days of the tour, (ii) two consecutive complete tours; (iii) a three (3) day pick as specified in ,r 8.a above (iv) a two (2) day pick as specified in 8a. above. Any member who picks two consecutive tours with their first pick may pick their third tour in the second round.
- c. The last tour beginning in December, and carrying into the new calendar year, will be considered as the last tour of the current vacation year

1. Any days used in the following year, such as under ,r 8.c above, must be charged against leave time in the year in which it was taken.

9. Station 16 will continue the current practice of maintaining the "M Shift" vacation selection calendar. The "M-1 shift" calendar shall be maintained by Station 16 A shift. The "M-2 shift" calendar shall be maintained by Station 16 - C shift. All other administrative duties shall be assigned as follows: A shift will handle "M-1 shift" and C shift will handle "M-2 shift"



10. Personnel assigned to "M-1 shift" and "M-2 shift" will follow the 28-day Rule specified in Section 11.2.I.1 of the Memorandum of Understanding for each M-shift scheduled to work on the date requested off.

11. Field employees assigned to A, B, C, D, E, "M-1 shift" and "M-2 shift" shall have access to all open Battalion Leave slots. Open Battalion Leave slots shall be granted based on Full shift off requests first., then partial shift Battalion Leave requests. The Full shift request shall be for the scheduled shift working. ie, 0700-1700, 1700-0700 for ABCD and 0700-1700 E-shift, 0700-1500 M-1, 1500-2300 M-2.

12. Section 11.2.J.1 of the Memorandum of Understanding, notwithstanding, 33 leave slots shall be available each night-shift (A, B, C and D), with 1 additional leave slot available until 23:00 each night Monday through Friday for M-2 shift. In addition, 33 leave slots shall be available on Saturday and Sunday day-shift (A, B, C and D); and 36 leave slots shall be available Monday through Friday day-shift (A, B, C, D, E and M1). For all other purposes, the bid and pick procedure in Section 11.2.J.1 of the Memorandum of Understanding shall be observed as provided therein.

13. The leave ratio at any workplace shall not exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments. "M-1 shift" and "M-2 shift" shall be guaranteed a leave ratio not to exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments.

14. Consistent with Section 13.4.A. of the Memorandum of Understanding, employees assigned to work "M-1 shift" and "M-2 shift" shall not count as part of the one hundred and ninety- one (191) on duty complement.

- Transfers to the "M-1 shift" and "M-2 shift" will be made as follows: All personnel who were previously assigned to M1 or M2 shift will revert to their previous assignment, prior to the implementation of M3 & M4.
- Personnel who were not previously assigned to M1 or M2 shift will default to the open location at the currently assigned station.
- A period of time will be allowed for personnel **currently assigned to M3 or M4 shift** to place a transfer to any other M1 or M2 shift, if they do not wish to remain at their assignment.
- If an open position is or becomes available, personnel will be transferred to the appropriate shift, based on M-shift seniority.
- Once placement for current M3 & M4 personnel has been completed, a 10-day window will be opened for any other departmental personnel who wish to transfer to M1 or M2.
- Once placement of additional personnel has been completed, subsequent transfer requests will be honored via the standard method (first-come, first-serve).

For the Baltimore County Administration

For Baltimore County Professional Fire  
Fighters Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Baltimore County Professional  
Fire Fighters Association, IAFF 1311  
and  
Baltimore County Administration

**SPECIAL ADDENDUM**  
“M 5/6” Shift Configuration

i. Under this Addendum, for the period of the next fiscal year (FY 2024), the County Administration, the Fire Department and the Association agree to configure *the additional* “M-5” and “M-6” shifts to achieve more efficient operations, to accommodate staffing needs, and to provide extended weekend and peak time coverage;

ii. This Addendum is made to be effective after July 1, 2023 to coincide with the creation of “M-5” shift to follow Day Shift “AA/BB,” “M-6” shift to follow Day Shift “CC/DD;”. Said shift creation is contingent upon transport unit availability.

iii. This Addendum is to cover terms and conditions of employment pertaining to “M-5” and “M-6” shift assignment;

iv. All terms herein shall in the event of conflict between like provisions prevail over the Memorandum of Understanding for Fiscal Year 2024 in and for Fiscal Year 2024 only;

v. Any questions or concerns that arise not specifically covered by this Addendum, including but not limited to, the duration of the trial period under this Addendum beyond Fiscal Year 2024, will be settled through consultation and consent between the Department and the Association;

vi. Any matters not settled through consultation and consent shall be deferred to the annual collective bargaining process under the County Employee Relations Act, and formally resolved there.

Now, therefore, the Department, the County, and the Association agree that the M5 and M6-Shift hours of operation will be as follows:

1. Employees assigned to “M-5” Shift, shall be assigned to work an average of 42 hours per week, and such employees shall work four (4) twelve hour days, concurrently with “A” and “B” Day Work shifts from 09:00 to 21:00 hours each day, followed by four (4) days off schedule.

2. Employees assigned to “M-6” Shift, shall be assigned to work an average of 42 hours per week, and such employees shall work four (4) twelve hour days, concurrently with “C” and “D” Day Work shifts from 09:00 to 21:00 hours each day, followed by four (4) days off schedule.

3. "M5 and M6 Shift" units shall be permitted to return to quarters out-of-service upon completion of their scheduled shift if relief has not been assigned. Designated "M Shift" units (or like weekend and overnight units) shall be permitted to clear an incident or hospital while out-of-service and return directly to quarters. Unit personnel are to monitor and respond to emergency calls for incidents that may necessitate a response while returning to quarters. Consideration shall be given to nature of call units responding in status, location, and unit proximity to call.

4. No Changes will be made to Calendar Year 2023 leave banks and leave picks, with the exception of picks previously made and granted which become regularly assigned days off (in which case affected members may pick again but without disturbing leave previously granted to other employees). Beginning with Calendar Year 2024 (January 1, 2024), "M-5" and "M-6" Shifts shall earn accrued annual leave in accordance with the following (*Communications Division*) schedule:

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

5. Beginning with and for Calendar Year 2024, the "M 5, M6 Shift" Vacation shall be selected by seniority as follows:

- a. Vacation Selection for personnel assigned to "M-5" Shift shall be made in four (4)-day or two (2)-day increments (the two (2) days of A shift or the two (2) days of B shift. Vacation Selection for M6 shift personnel shall be made in four (4)-day or two (2) day increments (the two (2) days of C shift or the two (2) days of D shift).
- b. For the first vacation selection (first pick), personnel assigned to "M-5" and "M-6" may select vacation in the following manner: (i) two consecutive tours; (ii) the second two days of one tour followed by the next full tour (4 days); (iii) the first full tour (4 days) followed by the next consecutive tour's first two days.

6. Station 16 will continue the current practice of maintaining the "M Shift" calendar; "M-5" shall be maintained by Station 16 – A Shift; "M-6" shall be maintained by Station 16 – C Shift.

7. Personnel assigned to "M-5 Shift" and "M-6 Shift" will follow the 32-day Rule as specified in Section 11.2.I.1 of the Memorandum of Understanding for each shift scheduled to work on the date requested off.

8. Field employees assigned to A, B, C, D, E, M-1, M-2, M-5 and M-6 Shifts shall have access to all open Battalion Leave slots. ABCD, and E leave slots can be used for partial (6 hour) M-5 M-6 shift leave, as well as M-5 and M-6 leave slots may be used for partial (5 hour) slots.

9. Section 11.2.J.1 of the Memorandum of Understanding, notwithstanding, 33 leave slots shall be available each night-shift (A, B, C and D), with 1 additional leave slot available until 23:00 each night Monday through Friday for M-2 shift. In addition, 33 leave slots shall be available on Saturday and Sunday day-shift (A, B, C and D); and 36 leave slots shall be available Monday through Friday day-shift (A, B, C, D, E and M-1). One additional leave spot will be available each day (From 09:00-21:00 M5/M6). For all other purposes, the bid and pick procedure in Section 11.2.J.1 of the Memorandum of Understanding shall be observed as provided therein.

10. The leave ratio at any workplace shall not exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments. "M-5 Shift" and "M-6 Shift" shall be guaranteed a leave ratio not to exceed one (1) employee allowed off on leave per every eight (8) employees assigned, not including temporary assignments.

11. Consistent with Section 13.4.A., employees assigned to work "M-5 Shift" and "M-6 Shift" shall not count as part of the one hundred and ninety-one (192).

12. Transfers to the "M-5 Shift" and "M-6 Shift" will be made, initially, position-for-position by rank and seniority as offered to "M Shift" personnel at each Station. All remaining positions will be offered throughout the Department on the basis of rank and seniority within the Department. Any M-5 and/or M-6 -Shift positions remaining unfilled will be filled by newly hired personnel of the Department. M-5 and M-6 Shift positions will be filled by voluntary transfer and/or recruit assignments.

For the Baltimore County Administration

For Baltimore County Professional  
Fire Fighters Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**BALTIMORE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1311  
BY & FOR PROFESSIONAL FIRE FIGHTERS**

**AFFILIATIONS:**  
International Association of Fire Fighters, AFL-CIO  
Metropolitan Baltimore Council of Unions  
Maryland State & DC AFL-CIO  
Professional Fire Fighters of Maryland

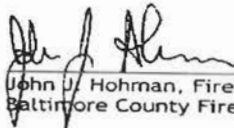


MICHAEL K. DAY, SR., President  
MICHAEL D. CROSBY, 1<sup>st</sup> Vice President  
THOMAS G. RAMEY, 2<sup>nd</sup> Vice President  
CURTIS D. WIGGINS, JR., 3<sup>rd</sup> Vice President  
JOHN F. QUIRK, Secretary-Treasurer

CHARTERED SEPTEMBER 10, 1958

This represents the current practice of the Fire Department management regarding application of MOC Section 10.14-1 Holiday Pay for support services personnel. This description is not offered as part of the FY 2009 negotiations between Baltimore County and the Baltimore County Professional Fire Fighters Association, IAFF Local 1311.

1. All employees who desire to work on one of the holidays enumerated in Section 10.14 are allowed to work.
2. The employees may work in their regularly assigned positions if:
  - a. The holiday is not such that it would prohibit or severely inhibit their ability to perform their core position duties; and,
  - b. Adequate supervision is available; and,
  - c. The employee receives pre-approval from his/her supervisor to work; and,
  - d. The employee and his/her immediate supervisor shall review proposed duties and activities for the day.
- 3.
4. Employees may be afforded the opportunities to use leave in lieu of working.

  
John J. Hohman, Fire Chief  
Baltimore County Fire Department

  
Michael K. Day Sr., President  
Baltimore County Professional Fire Fighters





**BALTIMORE COUNTY PROFESSIONAL FIRE FIGHTERS ASSOCIATION  
LOCAL 1311  
BY & FOR PROFESSIONAL FIRE FIGHTERS**

**AFFILIATIONS:**  
International Association of Fire Fighters, AFL-CIO  
Metropolitan Baltimore Council of Unions  
Maryland State & DC AFL-CIO  
Professional Fire Fighters of Maryland



MICHAEL K. DAY, SR., President  
MICHAEL D. CROSBY, 1<sup>st</sup> Vice President  
THOMAS G. RAMEY, 2<sup>nd</sup> Vice President  
CURTIS D. WIGGINS, JR., 3<sup>rd</sup> Vice President  
JOHN F. QUIRK, Secretary-Treasurer

CHARTERED SEPTEMBER 10, 1958

John J. Hohman, Fire Chief  
Public Safety Building, 4<sup>th</sup> Floor  
700 East Joppa Road  
Towson, Maryland 21204

April 2, 2013

Subject: Notices of Investigation

Dear Chief Hohman,

As we have previously discussed, there have been several issues regarding the "Notice of Investigation" (NOI) practices in Emergency Operations. I am pleased to report that many of the horror stories which gave due cause for Section 16.2 – Employees Rights, Subsection D, are no longer common occurrences. In fact, the opposite has come to be more of the common practice, that being the over utilization of NOI's.

This section also refers to forms known as the Notice of Investigation (NOI – Exhibit F) and Notice of the End of Investigation (NEOI – Exhibit M). We at the Baltimore County Professional Fire Fighters have obviously garnered vast experience in representation in disciplinary matters over the years. It is through this experience that we propose changes to the interpretation of 16.2 D. Because we are addressing the application of current language via interpretation only, negotiations or ratification is not required.

Propose implementing the follow guidelines to be incorporated into the "policies" and "interpretations" of the current 16.2-D language:

1. The Notice of Investigation (NOI) Form will NOT be necessary if a reasonable person would conclude that the member(s) would be facing possible Disciplinary Action and would automatically have knowledge of being the subject of an investigation.

2. If according to #1 above, an NOI Form is deemed UNNECESSARY or is NOT issued, then a Verbal NOI will suffice.
3. If during the course of conducting an interview, the interviewee becomes a member that may become subject to disciplinary action, an NOI (written or verbal) will be issued.
4. A written NOI Form shall be issued whenever it is reasonable to believe the investigation will lead to the filing of official Charges and Specifications which will be presented for an Administrative Hearing Board.
5. A Notice of End of Investigation (NEOI) Form will only be utilized at the conclusion of investigations where a NOI Form was previously issued.
6. In any event, management shall still adhere to the procedures and requirements as described in 16.2.

Please advise at your earliest convenience you and your staff's feedback to this interpretive proposal.

Respectfully requested,



Michael K. Day Sr.  
President

Cc: George Gay, Director Office of Human Resources  
Local 1311 – Executive Board





**BALTIMORE COUNTY PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION LOCAL 1311  
BY & FOR PROFESSIONAL FIRE FIGHTERS**

**AFFILIATIONS:**  
International Association of Fire Fighters, AFL-CIO  
Professional Fire Fighters of Maryland  
Metropolitan Baltimore Council of Unions



JOHN J. SIBIGA, JR., President  
CURTIS O. WIGGINS, JR., 1st Vice President  
PAUL T. FENUSH, 2nd Vice President DANIEL  
T. BRIMLEY, 3rd Vice President  
JOHN F. CURRICK, Secretary-Treasurer

CHARTERED SEPTEMBER 10, 1953

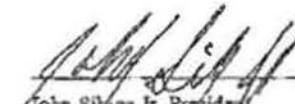
The purpose of this side letter is to outline the commitment to the health and safety of the firefighters and paramedics of the Baltimore County Fire Department.

Article 13: Safety and Health.

To Association President John Sibiga Jr.;

Contaminated protective gear exposes firefighters to potentially life-threatening chemicals, biological agents and particulate matter. If not dealt with properly, soiled protective gear can also pass on contaminants to the public at large. The key to limiting a firefighter's exposure to such hazards is proper decontamination of soiled gear, which after a fire, car accident or similar event, can be laden with life-threatening chemicals, blood, body fluids or particulate matter.

In recognition of the detrimental health effects, I have asked the Fire Chief and her team to immediately convene meetings with your Association to provide recommendations for my approval for (1) to apply for and secure Federal Grant funds to permit the purchase of commercial clothes washers and dryers for the County fire station complement during the course of County's Fiscal Year 2020 ; and, (2) to devise a schedule for the purchase, deployment and storage of a second set of firefighter turn out apparel (coats and pants with suspenders) for each member of your bargaining unit within the course of the four year term of my administration. It is my commitment to progressively begin the purchase of requisite apparel beginning in calendar year 2020. I shall meet with you on or before November 1, 2019 to report on my progress in meeting and implementing these two commitments.

  
John Sibiga Jr., President  
Baltimore County Professional  
Firefighters and Paramedics

  
Drew Vetter  
Deputy County Administrative Officer





JOHN A. OLSZEWSKI, JR.  
County Executive

STACY L. RODGERS  
County Administrative Officer

### Additional Transport Units

The Department will establish and hire personnel to place in service three (3) additional transport units, contingent on acquisition and deployment of the units. The County shall endeavor in good faith to acquire the units as expeditiously as feasible.

The Association and Department agree that upon deployment of the units, M-5 and M-6 shifts, they shall operate twelve (12) hour shifts from 0900 to 2100, four days on four days off. Contract language will be amended accordingly. No member shall be assigned to M-5 or M-6 as a punitive or disciplinary action unless for a temporary period after consultation and with agreement of the Association or where no other vacancy exists in the unit. The new shift will be staffed with a combination of voluntary transfers (first) and probationary employees (second), in a manner consistent with prior M shift deployments, and with all reasonable effort to minimize involuntary transfers and backfilling. The M-5 and M-6 shift shall expire and no longer operate one year from implementation, unless the Association and Department agree to extend and/or modify the new shifts, mutually and in writing. If M-5 and M-6 expire, then the Association and Administration shall reopen the Agreement and bargain for the limited purpose of reallocating those personnel.

As to leave for members on the shifts, it may be taken in four (4) hour, eight (8) or twelve (12) increments at either the beginning or end of a shift. Leave shall be earned at the same rate as those members assigned to the communications division. The new shift will operate under its own calendar and will permit one (1) member off per shift. Vacation selection shall follow the Special Addendum in the appendices, and it shall be based on Departmental seniority. The County and Association shall meet, confer, and agree in advance of deployment on who shall handle or be assigned administrative duties for the shift.

Joanne B. Rund  
Joanne Rund, Fire Chief  
Baltimore County Fire Department

John Sibiga, Jr.  
John Sibiga, Jr., President  
Baltimore county Professional Fire Fighters

Rebecca Young  
Rebecca Young, Deputy Administrative Officer  
Baltimore County Administration



JOHN A. OLSZEWSKI, JR.  
*County Executive*

STACY L. RODGERS  
*County Administrative Officer*

**Retirement / Wagner Arbitration**

Dear President Sibiga:

This Side Letter is to note that the County and the Association resolved their dispute over the meaning and application of Section of 17.2 as set out in prior iterations of the MOU. The disputed language has been, or will be, revised and removed from the MOU for Fiscal Year 2024 to be consistent with the contents of this Side Letter concerning the disputed language. The disputed language concerned the retirement allowance for certain employees retiring with less than twenty years of creditable service.


To resolve the dispute, certain employees were awarded the retirement benefit formerly set out in Section 17.2. Going forward, any other bargaining unit employee who could be deemed eligible to retire at or after age 60 with less than 20 years of creditable service shall receive a multiplier of 2.0% for each year of creditable service. No further bargaining unit employees retiring from either Plan A (pre-July 1, 2007) or Plan B (post-July 1, 2007) at or after age 60 upon separation with less than 20 years of service qualify to demand or to receive a multiplier of 2.5%. Instead, those individuals will receive a multiplier of 2.0% for each year under 20 years of creditable service. The multiplier pre-July 1, 2007 dispute is fully and finally resolved and it is not subject to further grievance, appeal, or arbitration. As to the dispute over Section 17.2, neither party admitted any misapplication or violation of Code provisions or violation or misinterpretation of the MOU.

Thank you for your efforts to resolve this matter.

A handwritten signature in black ink, appearing to be "Sibiga", is located in the bottom right corner of the page.

Side Letter #

**AGREED AND ACCEPTED BY:**

  
\_\_\_\_\_  
**ON BEHALF OF THE ASSOCIATION**

  
\_\_\_\_\_  
**ON BEHALF OF BALTIMORE COUNTY, MD**



JOHN A. OLSZEWSKI, JR.  
*County Executive*

D'ANDREA WALKER  
*County Administrative Officer*

August 13, 2024

Dear President Sibiga,

This side letter memorializes certain agreements made during the negotiation of our MOU for Fiscal Years 2025, 2026, and 2027. The negotiations included examination and discussion of the pension benefits afforded to members.

The Administration and the Union have agreed that the topic of pension terms and benefits may be referred to an ad hoc committee to examine the plan, consider improvements to the plan, and make recommendations to have the plan be more competitive and attractive, and also healthy and appropriately funded. The committee will be created and begin its work upon request of the Union at any time after July 1, 2025. The Parties upon mutual agreement may reopen the Agreement and bargain pension terms and benefits at any time after January 1, 2026.

So agreed,

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Rebecca Young, Administrative Officer      John Sibiga, Jr, President.