



BALTIMORE COUNTY LODGE NO. 4

# FRATERNAL ORDER OF POLICE

INCORPORATED

CORPORATE OFFICES • 9304 HARFORD ROAD • BALTIMORE, MARYLAND 21234

(410) 668-0004 • (410) 668-0046 • FAX (410) 668-8126

www.foplodge4.org

DAVID M. ROSE  
LODGE PRESIDENT

DONNA M. PATTERSON  
LODGE SECRETARY

April 9, 2020

## **Tentative Settlement Agreement between the Baltimore County Administration and Baltimore County Fraternal Order of Police Lodge #4**

The attached document represents a tentative settlement agreement between the Negotiation Team for FOP Lodge #4 and the Baltimore County Administration. This agreement was presented to the Executive Board of Directors at a meeting on April 7, 2020. The Executive Board of Directors voted unanimously to send this agreement to the membership for ratification.

You are being asked to consider the tentative settlement agreement for the Memorandum of Understanding. The terms and conditions of this settlement agreement were, at times, difficult to discuss because of the various State's of Emergency with the COVID-19 pandemic. However, with the efforts of everyone involved, we were able to come to a resolution. This agreement is for the next fiscal year, July 1, 2020 – June 30, 2021.

Members of the Negotiation Team and Executive Board of Directors will be offering explanations through April 9, 2020 through April 14, 2020. Questions concerning the terms and conditions of this agreement should be directed to the members of the Negotiation Team listed below or a member of the Executive Board of Directors.

President Dave Rose	Lodge #4	Secretary Donna Patterson	Pc 12
1 <sup>st</sup> VP Ryan Massey	CIB	Detective Chris Hodnicki	Intell
2 <sup>nd</sup> VP Mike DiCara	Pc 4	Pfc Kevin Jobe	Pc 12
Sgt. Steven Comegna	Lodge #4		

Voting will take place from Wednesday, April 15<sup>th</sup> at 8:00am through Thursday April 16<sup>th</sup> at 11:59pm. For the first time we will be doing the ratification electronically. You will receive an email in your department email address From the Baltimore County Fraternal Order of Police. Only eligible members will be able to vote. Retirees and the Executive Corps have been removed from the email list. Your email will contain a link from a proven third-party election company, Election Buddy. You will click on the link and you will be able to see the agreement and a selection to cast your vote. If you have any difficulties please contact one of the committee members above. We have already had a practice vote and it was successful.

All members of FOP Lodge #4 are encouraged to participate in the contract ratification process. Your participation shows the Baltimore County Administration the appreciation our members have towards settlement agreements that affect our Memorandum of Understanding.

Fraternally,

Dave Rose  
President



**Baltimore County and Baltimore County FOP Lodge 4**  
**Tentative Agreement**

*Unless noted all other provisions of the FY 2020 Contract are to remain the same*

**Section 5.10: Funeral Benefit** – The County will fund a Funeral Benefit that will provide reimbursement of up to **\$20,000** for actual funeral expenses incurred in the event of a line of duty death, subject to the requirements of the County policy adopted and administered by the County Administrative Officer. The surviving spouse shall be presented with the badge worn by the deceased member. In the event there is no surviving spouse the badge will be presented to the appropriate family member. The badge will be suitably mounted.

**Section 6.1: Wages**

- A. Effective July 1, **2020**, pay schedule IV salary scale shall be set forth in Appendix B. **Effective January 1, 2021, pay schedule IV salary scale shall be set forth in Appendix B-1 which reflects a two thousand dollar (\$2,000) increase to each grade and step and the elimination of the “Minimum” step for grades 11p through 18p. The pay schedule changes reflected above are in lieu of a percentage COLA.**
- B. Steps and longevities shall be guaranteed for fiscal year **2021**.
- C. For fiscal year **2021** if the bargaining unit represented by the International Association of Fire Fighters Local 1311 (Local 1311) receives a mutually agreed upon wage increase or any other form of compensation/fringe benefit, including but not limited to premium pay, allowances, special duty pay, reclassifications, pension and insurance, members of the bargaining unit shall receive the same amount of increase on the same effective date. Should any other bargaining unit represented by a union have an agreement with the County that provides that bargaining unit with the right to receive an increase in wages or any other form of compensation/fringe benefit should the County provide such an increase to the FOP, this paragraph shall apply to that bargaining unit as well.

**Section 6.16: Stand-By Pay**

- 1) Stand-by pay is paid to employees who are assigned and required by the Chief or his/her designee (hereafter referred to by “the Department”) to remain available for work for a specified period of time beyond the scheduled work period.
- 2) Stand-by status is the condition of employment whereby an employee is designated by the Department to be ready to be engaged in work. Employees are required to be available by telephone, radio and/or pager when on stand-by status.
- 3) **Employees assigned to the Tactical Unit, including the driver of the APC, and the Hazardous Devices Unit shall be compensated with a stipend equal to 18% of the Probationary Police Officer starting salary. The stipend will be divided equally in 24 pays per calendar year.**



- 4) **All other** employees designated by the Department to remain available for work in a stand-by status shall be compensated at a rate equal to **18%** of a Police Officer minimum hourly rate for each hour in stand-by status. Assignment to stand-by status includes the following conditions:
  - a. The requirement to be on stand-by status must be definite, and the employee must be officially notified by the Department. The Department shall schedule the employee in advance, and the Department shall designate the hours of stand-by pay on a stand-by schedule.
  - b. Employees will remain on stand-by during those hours designated or until notified by the Department that the stand-by is lifted.
  - c. An employee who is on stand-by and is notified to perform work will be eligible for callback under Section 6.4 of this article starting at the time of the notification.
  - d. An employee will not be eligible for stand-by pay while in callback, overtime or regular pay status.
  - e. Stand-by status will not be used for the purpose of placing employees on stand-by for testifying or appearing in court (to include MVA hearings, grand jury, depositions or other job-related administrative hearings, e.g. workers' compensation, liquor board, hearing board, etc.).
- 5) **No employee may be in stand-by status for more than fourteen (14) consecutive days without being relieved of stand-by status for a minimum of two (2) consecutive days. (Members in paragraph 3 are excluded from this provision. However, every effort will be made to provide those members sufficient time off duty and not on stand-by status.)**

**Section 6.18: Overpayments:**

**(a) When the County determines that an employee has been overpaid by the County, it shall notify the employee. The notification shall specify the amount and dates of the alleged overpayment, as well as the reasons for the overpayment. 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 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. an employee who was overpaid by \$5.00 per pay period for six pay periods shall refund the employer at the rate of \$5.00 per pay period for six pay periods).**
- 4) **Nothing in this paragraph shall prohibit the County and the employee from agreeing to a different repayment schedule.**
- 5) **In the event the employee contests whether he/she was actually overpaid, the employer shall not commence recovering the overpayment until any appeal is finally resolved.**



**(Correction)**

**Section 9.7: Bereavement Leave** - Bereavement leave shall be as follows:

- a) Four (4) days absence without loss of pay or leave days shall be permitted for the death of a parent, spouse, child, brother or sister, stepbrother or stepsister, stepparent or stepchild.
- b) Three (3) days absence without loss of pay or leave days shall be permitted for the death of a grandparent, **step grandparent**, grandchild, mother- or father-in-law, brother or sister-in-law, spouse's grandparent or, **spouse's step grandparent**.
- c) One (1) days absence without loss of pay or leave day shall be permitted for the death of an aunt, uncle, **spouse's aunt or spouse's uncle**, son-in-law or daughter-in-law.
- d) Up to one (1) additional day without loss of leave days may be granted at the discretion of the Commanding Officer when extensive travel is involved.
- e) Bereavement leave days must be used within ten (10) calendar days of the date of death.

Upon request, the employee must submit written verification of relationship and date of death.

**Section 9.10: Family Illness** – All employees covered by this Agreement shall be eligible for benefits as described in the Maryland Healthy Working Families Act (the “MHWFA”) and any subsequent revisions or amendments to the MHWFA. With the approval of the Director of Human Resources, additional sick leave may be used for illness in the immediate family. Immediate family is defined, as set forth in the definition of “Family Member” in the MHWFA (a copy of that definition is attached in Appendix O). The employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness, and the necessity for assisting the ill member of the immediate family.

**The leave may also be used for the following purposes:**

- 1. To care for a family member with a mental or physical illness, injury or condition**
- 2. To obtain preventative medical care for the family member**
- 3. Paternity leave**
- 4. If the absence is due to domestic violence, sexual assault, or stalking committed against the employee's family member, the employee may use leave to: obtain medical or mental health attention, services from a victim services organization, legal services or proceedings, or to assist with relocation.**



**Section 9.11: Leave Donation** - The Fraternal Order of Police Lodge 4 may donate annual or sick leave for an employee (as defined in section 1.2 of this Memorandum of Understanding) who previously was granted unearned sick leave in excess of fifteen (15) days by the Director of Human Resources (up to the limit of 240 hours) and/or by the Administrative Officer (up to the limit of 240 hours), up to a combined limit of 480 hours. This leave may only be donated after the employee has returned to work for thirty (30) days. Donations shall only be in full day increments and shall not exceed the amount of unearned sick leave previously granted. The Fraternal Order of Police Lodge 4 shall be responsible for collection and coordination of donated annual **and sick** leave from employees. All employees donating leave shall be required to provide authorization in writing on Appendix J. **The leave donated by an officer pursuant to this Section shall not be paid out to the officer that donated the leave at the time of separation or included in that officer's retirement calculation.**

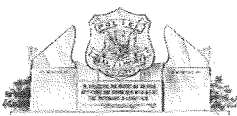
**Section 12.5: Training** – The parties agree to continue the practice that the FOP shall be provided one (1) hour to address attendees of **In-Service and** Step 1 and Step 2 Supervisor training. A pre-approved lesson plan shall be reviewed and authorized by the training section commander.

**Section 17.1: Furloughs and Layoffs** – Bargaining unit members shall not be furloughed or laid off in (i.e., “riffed”) in fiscal year **2021-2019**.

**Section 18.3: Duration**

This Memorandum of Understanding shall become effective July 1, **2020** and shall continue in full force and effect until June 30, **2021**. This Memorandum of Understanding shall be automatically renewed from year to year after June 30, **2021** unless:

- a) Either party shall notify the other in writing no later than October 15, **2020** (or October 15<sup>th</sup> of any subsequent year thereafter in case of an automatic renewal) that it desires to terminate, modify or amend this Memorandum of Understanding, or
- b) The County Council fails to approve the necessary appropriations to support the fiscal obligations of the County under this Memorandum of Understanding for any year covered by this Memorandum of Understanding.



**BALTIMORE COUNTY GOVERNMENT**  
**PAY SCHEDULE IV**  
**STANDARD GRADES**  
 Fraternal Order of Police, Lodge #4  
 Police Department  
 Effective June 30, 2020

PPO

PFC

CPL

SGT

LT

GR	BASE ANNUAL RATES (In Dollars)						LONGEVITY ANNUAL RATES (In Dollars)											
	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	17 YEARS	19 YEARS	22 YEARS	24 YEARS	29 YEARS	
PC	27,861	28,872	30,089	31,382	32,756	34,133	N/A											
8P	53,085	55,118	57,154	59,276	61,651	64,032	66,573	69,207	71,490	74,457	77,508	80,737	84,123	87,682	91,424	95,321	99,477	
9P	55,118	57,154	59,276	61,651	64,032	66,573	69,207	72,000	74,457	77,508	80,737	84,123	87,682	91,424	95,321	99,477	103,723	
10P	57,154	59,276	61,651	64,032	66,573	69,207	72,000	74,967	77,508	80,737	84,123	87,682	91,322	95,321	99,477	103,723	108,241	
11P	59,276	61,651	64,032	66,573	69,207	72,000	74,967	78,018	80,737	84,123	87,682	91,424	95,321	99,477	103,723	108,241	113,382	
12P	61,651	64,032	66,573	69,207	72,000	74,967	78,018	81,247	84,123	87,682	91,424	95,321	99,477	103,723	108,241	113,382	118,929	
13P	64,032	66,573	69,207	72,000	74,967	78,018	81,247	84,633	87,682	91,424	95,321	99,477	103,723	108,241	113,382	118,929	124,876	
14P	66,573	69,207	72,000	74,967	78,018	81,247	84,633	88,192	91,424	95,321	99,477	103,723	108,241	113,382	118,929	124,876	131,119	
15P	69,207	72,000	74,967	78,018	81,247	84,633	88,192	91,934	95,321	99,477	103,723	108,241	113,382	118,929	124,876	131,119	137,673	
16P	72,000	74,967	78,018	81,247	84,633	88,192	91,934	95,831	99,477	103,723	108,241	113,382	118,929	124,876	131,119	137,673	144,558	
17P	74,967	78,018	81,247	84,633	88,192	91,934	95,831	99,987	103,723	108,241	113,382	118,929	124,876	131,119	137,673	144,558	151,785	
18P	78,018	81,247	84,633	88,192	91,934	95,831	99,987	104,233	108,241	113,382	118,929	124,876	131,119	137,673	144,558	151,785	159,373	

**APPENDIX B-1**

**BALTIMORE COUNTY GOVERNMENT  
PAY SCHEDULE IV  
STANDARD GRADES  
Fraternal Order of Police, Lodge #4  
Police Department  
Effective January 1, 2021**

BASE ANNUAL RATES (In Dollars)								LONGEVITY ANNUAL RATES (In Dollars)									
GR	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	17 YEARS	19 YEARS	22 YEARS	24 YEARS	29 YEARS
PC	28,011	29,022	30,239	31,532	32,906	34,283											
8P	55,085	57,118	59,154	61,276	63,651	66,032	68,573	71,207	73,490	76,457	79,508	82,737	86,123	89,682	93,424	97,321	101,477
9P	57,118	59,154	61,276	63,651	66,032	68,573	71,207	74,000	76,457	79,508	82,737	86,123	89,682	93,424	97,321	101,477	105,723
10P	59,154	61,276	63,651	66,032	68,573	71,207	74,000	76,967	79,508	82,737	86,123	89,682	93,322	97,321	101,477	105,723	110,241

BASE ANNUAL RATES (In Dollars)								LONGEVITY ANNUAL RATES (In Dollars)								
GR	MINIMUM	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	MAXIMUM	10 YEARS	11 YEARS	13 YEARS	15 YEARS	17 YEARS	19 YEARS	22 YEARS	24 YEARS	29 YEARS
11P	63,651	66,032	68,573	71,207	74,000	76,967	80,018	82,737	86,123	89,682	93,424	97,321	101,477	105,723	110,241	115,382
12P	66,032	68,573	71,207	74,000	76,967	80,018	83,247	86,123	89,682	93,424	97,321	101,477	105,723	110,241	115,382	120,929
13P	68,573	71,207	74,000	76,967	80,018	83,247	86,633	89,682	93,424	97,321	101,477	105,723	110,241	115,382	120,929	126,876
14P	71,207	74,000	76,967	80,018	83,247	86,633	90,192	93,424	97,321	101,477	105,723	110,241	115,382	120,929	126,876	133,119
15P	74,000	76,967	80,018	83,247	86,633	90,192	93,934	97,321	101,477	105,723	110,241	115,382	120,929	126,876	133,119	139,673
16P	76,967	80,018	83,247	86,633	90,192	93,934	97,831	101,477	105,723	110,241	115,382	120,929	126,876	133,119	139,673	146,558
17P	80,018	83,247	86,633	90,192	93,934	97,831	101,987	105,723	110,241	115,382	120,929	126,876	133,119	139,673	146,558	153,785
18P	83,247	86,633	90,192	93,934	97,831	101,987	106,233	110,241	115,382	120,929	126,876	133,119	139,673	146,558	153,785	161,373

- 9P Probationary Police Officer
- 11P Police Officer First Class
- 13P Corporal
- 15P Sergeant
- 18P Lieutenant



REPRESENTING THE PROFESSIONAL POLICE OFFICERS OF BALTIMORE COUNTY



## ACCIDENTAL DISABILITY

## BALTIMORE COUNTY POLICE DEPARTMENT

1.) A sworn member of the Police Department shall be eligible to receive disabled accident allowance, regardless of age, if the member has sustained any of the losses listed in the schedule below and which loss has been determined to be as the direct result of bodily injury arising through an accident, independent of all other causes, occurring while in the actual performance of duty with the county at a definite time and place, without willful negligence on the part of the member. The disabled accident allowance under this subsection shall be an amount equal to seventy-five percent (75%) of the member's average final compensation.

## (a) Schedule of losses:

- (i) Both hands or both feet
- (ii) One hand and one foot
- (iii) One hand and the sight of one eye
- (iv) One foot and sight of one eye
- (v) Sight of both eyes
- (vi) Paralysis (para or quadriplegia)

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

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

## (a) Schedule of Impairments:

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

1. Speech
2. Sight
3. Neck
4. Back
5. Vital bodily organ
6. A part of the central nervous system





7. Arm
8. Leg
9. Shoulder
10. Hearing
11. Mentally incapacitated whereby a member applies for and is granted a disability benefit under the Federal Old-Age Survivor's and Disability Insurance Act.

The percentage of anatomical loss shall be determined in accordance with the American Medical Association Guides to Evaluation of Permanent Impairment, such determination shall include information about function and range of motion.

3.) A sworn member of the Police Department shall be eligible to receive a partial accidental disability allowance, regardless of age, if the member has sustained an impairment as a direct result of the actual performance of duties with the County and which has permanently incapacitated the member for the further performance of the duties of the member's job classification, but does not reach the extent of incapacity as found in Sections (a) and (b) above. The partial accidental disability allowance under this subsection shall be an amount equal to one-fortieth (1/40) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one fifty-fifth (1/55) of the member's average final compensation multiplied by the number of years of creditable service in excess of twenty (20). The minimum retirement allowance shall be equal to fifty percent (50%) of the member's average final



REPRESENTING THE PROFESSIONAL POLICE OFFICERS OF BALTIMORE COUNTY



**BALTIMORE COUNTY**

**GOVERNMENT PAY**

**SCHEDULE IX**

**POLICE DEPARTMENT  
SUPPLEMENTARY  
SALARIES**

**Criminal Investigation Division**

**Annual Supplementary  
Salary**

Captain	\$ 520.00
Major	520.00
Other Sworn Members Assigned	320.00
Hazardous Devices Disposal Technician	1,500.00

**Tactical**

Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	412.00
Other Sworn Members Assigned	360.00

**K-9**

Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	412.00
Other Sworn Members Assigned	360.00

**Trainer**

**500.00**

**Marine**

Sworn Members Assigned	\$ 320.00
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**Firearms Instruction**

Officer-in-Charge	\$ 520.00
Other Sworn Members Assigned	260.00

**911 Liaison**

Officer-in-Charge	\$ 520.00
Officer-in-Charge of Shift	312.00
Other Sworn Members Assigned	260.00

**Recruitment and Selection**

Sworn Members Assigned	\$ 320.00
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**Investigative Services**

Sworn Members Assigned	\$ 320.00
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**Tactical Flight Officer**

Sworn Members Assigned	<b>\$ 475.00</b>
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**County Executive Aide  
Pilot**

Shall be paid a salary two grades  
higher  
(in the same step) than the grade  
normally assigned to his rank.

**Police Psychologist**

~~Shall be paid at the salary grade of  
Lieutenant and in accordance with  
Rule  
6 of the Compensation Plan.~~

The above supplementary salaries shall be paid only while the sworn member is assigned to one of the above units. Transfer or removal from one of the above units shall immediately cancel the above supplement.



REPRESENTING THE PROFESSIONAL POLICE OFFICERS OF BALTIMORE COUNTY

