

**Memorandum of Understanding
Between
Baltimore County Administration**



**And
The Baltimore County Federation of
Public Health Nurses**



July 1, 2023 - June 30, 2026

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

This Memorandum of Understanding is entered into by the Baltimore County Administration ("Administration") and the Baltimore County Federation of Public Health Nurses, AFT, AFL-CIO ("Federation"). The purpose of this Memorandum of Understanding is to promote and improve the efficiency of the operation of Baltimore County, and to facilitate the mutual goal of improved patient care through the establishment of equitable employment conditions and an orderly system of employer-employee relations which will facilitate joint discussions and cooperative solutions to mutual problems.

ARTICLE 1 - RECOGNITION OF FEDERATION

Section 1.1 - Federation Recognition

The Administration recognizes the Federation as the exclusive representative of all full-time and part-time employees, excluding temporary employees, employed in the job classifications of Public Health Nurse and Nurse Practitioner ("employees") for the purpose of negotiating and otherwise representing such employees in all matters relating to wages, hours and other conditions and terms of employment.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1 - Management Rights

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

ARTICLE 3 - FEDERATION SECURITY

Section 3.1 – Dues Checkoff

Upon receipt of a written authorization from an employee, in the form attached hereto as Exhibit A, the Administration shall deduct from the wages due said employee each pay period, and remit to the Federation at its headquarters, the regular biweekly dues as fixed by the Federation. The Administration shall cease such deductions upon an employee's termination of employment, transfer or promotion to a job outside the bargaining unit, layoff from work, and authorized leave of absence.

The Administration shall resume such deductions upon the return of an employee from layoff or authorized leave of absence.

Management will notify the Federation President immediately upon an employee's termination of employment, upgrading and/or transfer to a job outside the bargaining unit. The Administration shall cease deductions for

Federation dues upon receipt of a revocation of such authorization from an employee or the Federation. The Administration will send a report of all Pay Schedule III employees, bargaining unit members, departments, and classifications at the request of the Federation. This report may be provided on paper or electronically.

Section 3.2 - County Indemnification The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Federation shall indemnify and hold the County harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 4.1 - Definition of Grievance

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

(B) Federation Grievances

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

Section 4.2 - Federation Representation

An employee shall be entitled to Federation representation at each step of the grievance procedure. The employee shall advise the supervisor that representation will be in attendance.

Section 4.3 - Procedural Steps

Recognizing that grievances should be raised and settled promptly, all grievances must be presented in accord with the following procedures:

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

Step 2. If the grievance is not settled at Step 1, the aggrieved employee may file a written grievance with the Bureau Chief within five (5) workdays of the oral response. A meeting shall be held between the aggrieved employee and the Bureau Chief or designee and such other County representatives as may be designated, within ten (10) workdays after receipt of the written grievance. The Bureau Chief

or designee shall submit a written answer to the grievance to the aggrieved employee within ten (10) workdays of such meeting.

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

Step 4. If the grievance is not settled at Step 3, the aggrieved employee may file a written appeal of the County Health Officer's answer with the Director of Human Resources within ten (10) workdays after receipt of such answer. A meeting shall be held between the aggrieved employee and the Director of Human Resource's designee and such other County Health Officer representatives as may be designated, within ten (10) workdays after receipt of the written appeal. The Director of Human Resources or Director's designee shall submit a written answer to the aggrieved employee and the County representatives within ten (10) workdays of such meeting.

Section 4.4 - Written Presentation

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

Section 4.5 - Time Limitations

The time limits set forth in this Article and Article 5 are of the essence of this Memorandum of Understanding. Said time limits may be extended only by the mutual written agreement of the Administration and the aggrieved employee and/or the Federation. If the aggrieved employee fails to comply with the time limits set forth in this Article, or if the Federation fails to comply with the time limits specified in Article 5, the grievance shall be deemed to have been waived. If the Administration fails to comply with any time limit set forth in this Article, the Federation may elect to proceed to the next step.

ARTICLE 5 - FINAL RESOLUTION OF GRIEVANCES

Section 5.1 - Final and Binding Arbitration

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

- (b) Selection of Arbitrator - Within ten (10) workdays after receipt by the Administration of the written notice of appeal specified in Section 5.1(a) of this Article, the Administration and the Federation shall meet to select an arbitrator. If the Administration and the Federation are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom shall be designated to act as arbitrator of the grievance. Selection shall be made by the Administration and the Federation alternately deleting names from the list until only one name remains. The final name remaining shall be the arbitrator of the grievance.
- (c) Arbitrator's Jurisdiction - The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Memorandum of Understanding or the rules and regulations of a County agency at issue between the Federation and the Administration, as specified in the written grievance filed by the aggrieved employee at Step 2 of the procedure set forth in Article 4 of this Memorandum of Understanding. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding or any rules and regulations of a County agency, or impose on either party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding or the rules and regulations of the County agency, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Federation. The award in writing of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee or employees, the Administration and the Federation.
- (d) Fees and Expenses of Arbitrator - The fees and expenses of the arbitrator shall be shared equally by the parties. The cost of any transcript shall be borne by the party or parties ordering it.

Section 5.2 - Resolution by Personnel and Salary Advisory Board

- (a) Election of Remedies - Any grievance as defined in Section 4.1 (c) of this Memorandum of Understanding that has been properly processed through the grievance procedure set forth in Article 4 and which has not been settled at the conclusion thereof may be appealed for a final resolution by the Personnel and Salary Advisory Board. An employee must proceed to the Personnel and Salary Advisory Board within ten (10) workdays of receipt by the employee of the Director of Human Resources or designee's answer at Step 4 of the procedure set forth in Article 4 of this Memorandum of Understanding. An employee electing to proceed to the Personnel and Salary Advisory Board shall do so by serving notice of intention to appeal on the Chairman of the Personnel and Salary Advisory Board, through the Director of Human Resources, within ten (10) workdays of receipt of the Director's or designee's answer at Step 4 of the procedure set forth in Article 4 of this Memorandum of Understanding.
- (b) Resolution by Personnel and Salary Advisory Board - The Personnel and Salary Advisory Board shall hold a hearing and finally resolve the dispute in accord with its existing rules and regulations. The decision rendered by the Personnel and Salary Advisory Board shall be final and binding on the aggrieved employee, the Federation and the County.

ARTICLE 6 - REPRESENTATION BY FEDERATION

Section 6.1 - Recognition of Federation

The Administration recognizes and shall deal with the appropriate accredited representatives of the Federation in the areas defined by the parties. A written list of the representatives shall be furnished to the Administration immediately after their designation and the Federation shall notify the Administration promptly of any changes of such representatives.

Section 6.2 - Conduct of Federation Business

After appropriate notice to the employee's immediate supervisor, a Federation representative shall be granted reasonable time off during working hours for the purpose of processing a grievance involving the work area the employee represents or to attend investigatory interviews if requested by employees pursuant to Section 12.4.. The Administration will not restrain, interfere with, coerce or discriminate against any employee in the exercise of the employee's rights. Employees shall have reasonable access to management officials and may be represented by the Federation at these meetings.

Section 6.3 - Union Visitation

With the permission of the employee's immediate supervisor, staff representatives of the Federation may visit County facilities at reasonable times for the purpose of conferring with an employee concerning the administration of this Memorandum of Understanding. The immediate supervisor of the employee shall not unreasonably withhold permission.

ARTICLE 7 - NON-DISCRIMINATION

Section 7.1 - 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, religious affiliation, genetic information or activity on behalf of the Federation.

ARTICLE 8 - SENIORITY

Section 8.1 - Definition of Seniority

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

Section 8.2 - Termination of Seniority

Any employee's County seniority shall be terminated and the employee's rights under this Memorandum of Understanding forfeited for the following reasons:

- (a) discharge for just cause, quit, expiration of a leave of absence, or resignation; or
- (b) layoff for a period in excess of twenty-four (24) months.

Section 8.3 - Layoffs and Recall

In the event a reduction in force becomes necessary for reasons of economy, the Administration shall lay

off, within the job classification affected, in inverse order of group seniority; provided that if a layoff is necessitated because the funding of a grant program is reduced or eliminated, those employees employed pursuant to such grant will be laid off within the job classifications affected, in inverse order of seniority prior to the layoff of any other employees. Temporary employees in each job classification shall be laid off before probationary employees and probationary employees before non-probationary employees. Part-time employees shall be laid off before probationary or non-probationary full-time employees. An employee scheduled to be laid off may transfer to a vacant position in an equal or lower pay grade anywhere in the County Classified Service, provided that the employee requesting such a transfer or demotion meets the minimum qualifications of the job classification to which the employee wishes to transfer. Laid-off employees shall be considered for vacant positions for which they have applied and are qualified before the Administration hires new employees for such positions.

Section 8.4 - Demotions

No appointing authority shall demote an employee who has completed the probationary period without first notifying the Director of Human Resources or the Director's designated representative, in writing. Any demotion shall be preceded by full written notice to the employee with reasons for the demotion. The employee shall have the right to discuss the demotion with the appointing authority prior to its effective date. The employee shall have the right of Federation representation.

Section 8.5 - Vacancies

When a vacancy in a job classification occurs which the Administration intends to fill, the Health Department will send a notice of such vacancy to the Federation President and notify all current nursing employees of such vacancy, by sending a notice through the County email. Such notice shall identify the vacant position by job title, pay grade and pay range, the location of the position, and shall include the minimum qualifications for the position.

Section 8.6 – Transfers from Department to Department

- (a) At the Request of the Employee - An employee who has completed the probationary period may apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position of the same classification anywhere in the County Classified Service, stating the employee's reasons for requesting the transfer. The Director of Human Resources may transfer the employee if the Director deems such transfer to be in the best interest of both the employee and the County Classified Service. An employee who has completed the probationary period may also apply in writing to the Director of Human Resources, through the employee's supervisor and agency head, for transfer from the position which the employee occupies to any vacant position in another classification, assigned the same pay grade, anywhere in the County Classified Service, provided the employee meets the minimum qualifications of the class. With the approval of the County Administrative Officer, the Director of Human Resources may transfer the employee if the Director deems such transfer to be in the interest of the employee and the County Classified Service, and provided further that each agency head affected by this transfer gives written approval of the transfer. The Director of Human Resources may require a qualifying examination of any person requesting such a transfer.
- (b) By Determination of the Administration - The County Administrative Officer may cause employees in the County Classified Service to be transferred within or between County agencies to meet workload peaks or emergency conditions, and such decision shall not be arbitrary,

capricious, or discriminatory. No employee may be transferred out of the County Classified Service without the employee's written consent. The Director of Human Resources shall have the power, upon written recommendation of an agency head and subject to the approval of the County Administrative Officer, to transfer a classified employee from the position which the employee occupies in one classification within an agency to any vacant position in another classification assigned the same pay grade within the agency.

(c) Rate of Pay Upon Transfer or Demotion

- (1) An employee who is transferred to a vacant position in the same pay grade, whether within or between County agencies, shall be at the same rate of pay as the employee received prior to the transfer. An employee who is transferred shall receive night shift differential if applicable to the new position.
- (2) When an employee is involuntarily demoted for cause to a position in a lower pay grade, the employee's rate of pay shall be reduced to the maximum rate for the new classification or the employee shall continue at the same rate of pay, whichever is lower. When an employee requests a voluntary demotion from a position in one pay grade to a position in a lower pay grade, the rate of pay upon demotion shall be adjusted to a rate in the pay grade commensurate with the employee's skill, ability, and experience in the new classification.

Section 8.7 - Reassignment of Work Location

(a) Employees Request

Employees may submit to the appropriate Bureau Chief a written request for reassignment of work location. Along with the program needs, the employee's County seniority and the employee's demonstrated and documented ability and qualifications will be considered in making assignments. No request shall be unreasonably denied.

(b) Agency Request

The agency head shall have the authority to transfer an employee from a position in one classification within the agency to a vacant position of the same classification within the agency. The County shall make every reasonable effort to avoid reassigning an employee if the reassignment creates an unreasonable burden upon the employee. Upon employment or reassignment, each employee shall receive a copy of the written position description applicable to the position occupied by the employee.

ARTICLE 9 – COMPENSATION

Section 9.1 - Regular Rate of Pay

- (a) Effective July 1, 2023, pay schedule III salary scale shall be increased by three percent (3%) as reflected in Exhibit B.
- (b) Steps and longevities shall be guaranteed for fiscal years 2024, 2025, and 2026.
- (c) Effective July 1, 2023, Public Health Nurse shall be upgraded to 18N.

Section 9.2 - Uniform Allowance

A uniform allowance of seven hundred dollars (\$700) per year shall be issued in a separate check to those public health nurses and nurse practitioners regularly scheduled to work 26 to 35 hours per week. A uniform allowance of three hundred and fifty dollars (\$350) per year shall be issued in a separate check to all public health nurses and nurse practitioners regularly scheduled to work 18 to 25 hours per week.

The uniform allowance shall be issued in a separate check within the first pay period of August. Newly hired public health nurses and nurse practitioners will receive the uniform allowance in a separate check within the first pay period after the completion of their six-month probationary period.

Section 9.3 - Deferred Compensation

The County agrees to continue to provide a deferred compensation plan.

Section 9.4 - Increments

Full-time and part-time employees shall receive annual increments on their anniversary dates, provided their performance is satisfactory and provided further that they are not at the maximum step of their grade.

Section 9.5 - Life Insurance

- (a) This benefit section (a) applies only to employees hired on or before June 30, 1997. The life insurance benefit shall be two (2) times the employee's annual salary, adjusted up to the nearest \$1,000, subject to a maximum of \$200,000. The county shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. The employee may purchase an additional \$10,000 or \$20,000 of additional life insurance, with the employee paying 100% of the cost of such additional life insurance. For employees who retired prior to September 1, 1994, the life insurance benefit shall be reduced by 15% upon retirement. On each of the next four (4) anniversaries, the life insurance benefit shall be further reduced by the same dollar amount. For employees who retire on or after September 1, 1994, the life insurance benefit shall continue and 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 9.6 - Travel Policy

Employees shall be reimbursed in accordance with the Baltimore County Travel Policy (Exhibit E). Mileage will be paid at the rate set by the Internal Revenue Service.

Section 9.7 - Meal Reimbursement Policy

Employees will be covered by the County Meal Policy, as set forth in Exhibit C attached hereto and made a part hereof, at a rate of seven dollars (\$7.00) per meal.

Section 9.8 - Compensation for Attendance at In-Service Programs and Community Outreach Events

Employees required or approved to attend In-Service Programs or Community Outreach Events during their normal work week hours shall be compensated at their regular rate of pay. Employees required or approved to attend In-Service Programs and Community Outreach Events outside of or beyond their normal work week hours, shall be granted overtime or Compensatory Time in accordance with Section 11.7 of this Memorandum of Understanding.

Section 9.9 - Night Shift Differential

Employees shall be entitled to receive night shift differential in accordance with Rule 11 of the Baltimore County Compensation Plan.

Section 9.10 - Standby Pay

In accord with Rule 10 of the current Baltimore County Compensation Plan, employees will be paid one quarter (1/4) their regular rate of pay for all hours the employee is required by their supervisor to be on "standby". Call-back hours shall be deducted from the twenty-four (24) hour period before calculating standby pay.

Section 9.11 - Call-Back Pay

Employees who are required to return to work after completing a regular shift will receive one and one-half (1-1/2) times their regular rate of pay for a minimum of four (4) hours on the first call-back in a twenty-four (24) hour period.

Section 9.12 - Bonus Award

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

Section 9.13 - 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 9.14- Education Stipend

- (a) Employees who have attained a Bachelor's degree (but no higher degree) in a health-related field shall receive an annual stipend of three hundred dollars (\$300) in a separate check within the first pay period of December.
- (b) Employees who have attained both a Bachelor's degree and a Master's degree in a health-related field shall receive an annual stipend of three hundred and fifty dollars (\$350) within the first pay period of December.

Section 9.15 Communicable Disease Hazardous Assignment Pay

- (a) Any employee represented by this bargaining unit who works a Mass Communicable Disease Testing Site or a Mass Vaccine Clinic under a declared County, State or Federal Public Health Emergency will receive a one-hundred-dollar (\$100) supplement per shift.
- (b) Any employee represented by this bargaining unit who works as an Incident Commander, an

Operations Chief, or a Vaccine Lead at a Mass Communicable Disease Testing Site or Mass Vaccine Clinic under a declared County, State or Federal Public Health Emergency shall receive a three-hundred-dollar (\$300) supplement per shift.

ARTICLE 10- HEALTH INSURANCE COMMITTEE AND COVERAGE

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

Section 10.1 - Composition of Committee

- A. One representative from AFSCME Local #921. (Appointed by the President.)
- B. One representative from Baltimore County Federation of Public Employees (FPE). (Appointed by the President.)
- C. One representative from the Baltimore County Federation of Public Health Nurses (BCFPHN). (Appointed by the President.)
- D. One representative from the Baltimore County Fraternal Order of Police (FOP Lodge #4). (Appointed by the President.)
- E. One representative from the Baltimore County Professional Fire Fighters Association (IAFF Local 1311). (Appointed by the President.)
- F. One representative from the Baltimore County Supervisory Managerial & Confidential (SMC) Group. (Appointed by the President.)
- G. One representative from the Baltimore County Deputy Sheriffs (FOP Lodge #25). (Appointed by the President.)
- H. A Health Care Review Committee Chairperson to be chosen by the six labor organizations. The Health Care Review Chairperson shall be in addition to the aforementioned employee representatives.
- I. The Baltimore County Director of Human Resources.
- J. The Baltimore County Insurance Administrator.
- K. Depending on the nature of the issue before the Committee, others may be called upon for consultation and advice.

Section 10.1 (a) - Purpose and Scope of the Committee Responsibilities

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

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

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

Section 10.1 (b) - Employee Representative

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

Section 10.1 (c) - Health Care Bargaining Agent

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

Section 10.2 - Health Care Coverage Medical Plans

The County shall provide employees and retirees not eligible for Medicare with a national Preferred Provider Organization (PPO) type Plan that provides in-network and out-of-network benefits. The plan design shall be as follows:

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

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

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

Subsidy

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

PPO	County	Employee
December 1, 2012	80%	20%
December 1, 2013	80%	20%
December 1, 2014	79%	21%
December 1, 2015	77%	23%
December 1, 2016	75%	25%
Open Access HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%

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

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

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

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

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

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

Retiree Health Insurance - The County shall provide the same health insurance benefit plans offered to active employees for retirees not eligible for Medicare who attain sufficient creditable service for a full retirement within their bargaining unit, or retirees who qualify for disability retirement. The County subsidy for the Medicare Supplemental Plan is 75% of the plan premium for Medicare eligible individuals who retired prior to July 1, 2007.

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

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 F.

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

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

Section 10.3 – Dental Insurance

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

Annual Deductible	September 1, 2007 \$50/\$100 September 1, 2008 \$60/\$120 September 1, 2009 \$70/\$140 September 1, 2010 \$80/\$160 September 1, 2011 \$100/\$200
Annual Maximum	\$1,500 per Individual
Coinsurance:	
Preventive Services	100% - no deductible applies
Basic Services	80% after deductible
Major Services (including periodontics)	50% after deductible
Orthodontia (to age 19)	50% after deductible to \$2,000 lifetime maximum per individual

The County contribution for this plan through August, 2011 will be as follows:

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

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

Managed Dental Plans - The County will offer two managed dental plans. If one plan fails to offer acceptable service or ceases service, the County may withdraw it from the benefits package following approval by a majority of the Employee Representatives on the Health Care Review Committee. The County contribution toward the managed Dental plans for active employees and non-Medicare eligible retirees will be 75%. Medicare retirees may continue the Managed Dental Plans at 100% of the

premium with no County Subsidy.

Section 10.4 – Prescription Plans

The County shall offer a prescription plan with a national network, included in the premium cost for all County medical plans. The following 3-tier formulary prescription plan will be included with the CIGNA OAP and OAPIN Medical plans

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

Effective January 1, 2015

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

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

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

Prescription plans shall be included with the medical plans.

Section 10.5 – Vision Plan

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

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

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

Section 10.6 – Hearing Aid Benefit

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

Section 10.7 – Non-Duplication of Health Coverage

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

Section 10.8 – Health and Dependent Care Flexible Spending Accounts

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

Section 10.9 – Medicare Benefits

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

Section 10.10 - Information Access

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

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

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

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

ARTICLE 11 - HOURS OF WORK

Section 11.1 - Purpose of Article

The sole purpose of this Article is to provide a basis for the computation of straight time, overtime and other premium wages, and the County's pay records, practices and procedures shall govern the payment of all wages.

Section 11.2 - Workweek

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

Section 11.3 - Regular Workweek

A "regular workweek" for full-time employees shall be five (5) regular workdays in a workweek.

Section 11.4 - Workday

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

Section 11.5 - Regular Workday

The usual "regular workday" for full-time employees shall consist of seven (7) hours of work within a workday, exclusive of an unpaid meal period, five (5) days per week, Monday through Friday, 8:30 am to 4:30 pm.

RSH/IM Clinic Premium Pay –

Any employee represented by this bargaining unit who is assigned to work RSH/IM Clinics from 10:00 am to 6:00 pm will receive an annual Premium Pay of three-hundred-dollars (\$300), to be paid within the first pay period of July.

Section 11.6 - Flextime and Alternative Work Schedules

The County may offer, on an optional basis, alternative work schedules as authorized by the County Administrative Officer. Upon the mutual agreement of the Administration and employee, a flextime schedule may be established with the limits of the model set forth below:

SAMPLE MODEL ONLY 8 HOURS

Flexible Band
(1-1/2 Hours)
7:30am To 9:00am

Core Time (6-1/2 Hours)
Including Lunch Period

Flexible Band
(1-1/2 Hours)
3:30pm To 5:30pm

Section 11.7 - Compensatory Time and Overtime

Compensatory time off or payment, at the employee's request, will be granted for all hours worked in excess of thirty-five (35) hours in a workweek. Compensatory time or payment shall be accrued at a

straight-time rate for all such hours up to, and including, forty (40) hours worked per week, and at one and one-half (1-1/2) times the straight time rate for all hours in excess of forty (40).

When employees work on Saturday or Sunday, they shall receive pay or compensatory time off, at their option, at one and one-half (1-1/2) times their regular hourly rate for a minimum of four (4) hours. When employees work Saturday, and then work Sunday, they shall receive pay or compensatory time off, at their option, at two (2) times their regular hourly rate for actual hours worked on Sunday.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1 - Types of Discipline

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

Section 12.2 - Personnel Records

No record of any disciplinary action taken against an employee shall be placed in the employee's permanent personnel file without the employee being informed of the charges in writing. If just cause for disciplinary action is not proven, personnel records shall be cleared of reference to the matter. The Federation shall be promptly notified in writing by the Administration of each such action. If no disciplinary action is imposed on an employee for a period of twenty-four (24) consecutive months, all records of prior oral or written reprimands shall be expunged from the employee's personnel file, upon the written request of the employee. Any record of an employee's performance and/or reprimand kept in the employee's personnel file must be signed by the employee, and the employee shall have five (5) working days to respond, in writing, and such response will be attached to the disciplinary record and/or the employee's performance evaluation, and placed in the personnel file. If an employee is to be summoned for disciplinary action, the employee will be notified of the nature of the disciplinary action to be taken, and have the opportunity of having an appropriate representative present before such disciplinary action is actually enforced.

Section 12.3 - Examination and Maintenance of Personnel File

By appointment with the appropriate authorized person and upon presentation of satisfactory identification, an employee shall be permitted to examine the employee's personnel file. The employee shall indicate in writing, to be placed in the employee's file, that the employee has examined said file. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Such personnel shall indicate in writing, to be placed in the employee's file, that the authorized person has examined said file and the reason for said examination. The Administration shall continue to place in an employee's file information of a positive nature indicating competence, achievements, performances or contributions of an academic, professional or civic nature.

Confidential inquiries and replies which contain any negative comments or any such material received from competent, responsible outside sources, such as recommendations and references which are included in the employee's file, are to be expunged from said file upon the completion of the employee's probationary period of employment. No material related to an employee's conduct, service, character or personality shall be placed in the file unless it is signed and dated by the persons submitting the information. The employee shall be given the opportunity to acknowledge that the employee has read such material by affixing the employee's signature on the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its contents.

Section 12.4 - Investigatory Interview

An employee who is the subject of an investigatory interview that the employee reasonably believes may lead to disciplinary action may request to have a Federation representative present during the interview. Management shall allow reasonable time for the Federation representative to attend the interview, but in no case less than one (1) business day. Provided, however, that this Section will not apply where an immediate investigatory interview is an operational necessity. Supervisors will be held accountable by the Administrative Officer for compliance with this Section; failure by management to comply with this Section is not grievable by the affected employee and will not affect any disciplinary action that may be taken.

ARTICLE 13 - HOLIDAYS

Section 13.1 - Recognized Holidays

The Office of Human Resources will distribute an annual listing of the dates the County will observe the holiday. All County employees in the classified service and part-time, 30 to 39 hours, employees will be paid for the following holidays:

- New Year's Day
- Martin Luther King's Birthday (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day
- Juneteenth
- Independence Day (July 4th)
- Labor Day
- Indigenous Peoples' Day (second Monday in October)
- General Election Day (when applicable)
- Veterans' Day
- Thanksgiving Day
- Christmas Day

New employees should not be scheduled to begin work on a holiday. An employee may not have a holiday designated as the last day worked prior to resignation.

Other part-time non-merit or non-classified employees working 21-29 hours per week will receive five paid holidays per calendar year. These holidays are the Thanksgiving Day, Memorial Day, Labor Day, Christmas holiday and the Independence Day holiday.

Other part-time non-merit or non-classified employees working 20 hours or less hours per week will receive two paid holidays per calendar year, Christmas holiday, and Independence Day holiday.

In the event one of these holidays falls on a Saturday it shall be observed on the preceding Friday. In the event it falls on a Sunday, it shall be observed on the succeeding Monday.

Section 13.2: Diversity and Inclusion Leave (Floating Days)

Diversity and Inclusion Leave (Floating Days): Merit and Non-Merit employees earn two (2) floating days off to be used within a calendar year so that they may participate in cultural or holiday activities.

One floating day equals the number of hours that the employee works in a regular workday. Employees may use Floating Days in half-day increments.

Section 13.3 - Pay for Unworked Holidays

If a holiday falls on an employee's scheduled day off, the holiday shall be observed on a scheduled workday, as mutually agreed to between the employee and the County Health Department. If a holiday falls on an employee's scheduled workday and the employee does not work the holiday, the employee shall receive regular straight-time pay for the unworked holiday.

Section 13.4 - Holiday Work Pay

Employees who work on the holiday shall be paid the applicable overtime rate for all hours worked, in addition to the holiday pay specified under Section 13.2 of this Article.

Section 13.5 - Eligibility

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

Section 13.6 - Overtime Pay Credit

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

Section 13.7 - Personal Leave

Full Time Merit:

All full-time employees shall accrue personal leave at a rate of three and one-half (3-1/2) hours per month. Employees with one (1) or more years of seniority as of January 1 of any year shall be "credited", as of the first day of the new calendar year, for use during that calendar year, with the amount of personal leave which they would be entitled to accrue during the calendar year; provided that if the employee leaves the employ of the County having used more personal leave than the employee would have accrued, the value of such excess leave shall be deducted from the employee's last pay check. Personal leave may not be accumulated and carried over into a new calendar year. Personal leave can be used in increments of one (1) hour or more.

Part Time Non-Merit

Eligible Non-Merit employees earn personal leave according to the following calculations:

- PT1 – 10-17 hours: (1/4): .4375 (.44) per month (5.25 per year)
- PT2 – 18-26 hours: (1/2): .875 (.88) per month (10.50 per year)
- PT3 – 27-29 hours: (3/4): 1.3125 (1.32) per month (15.75 per year)
- PT4 – 30-39 hours (same as F/T): (1.75) per month (21 per year)

ARTICLE 14 - VACATION LEAVE

Section 14.1 - Full-Time Employees' Vacation Entitlement

After completion of the probationary period, all full-time employees shall be entitled to paid vacation leave earned in accordance with the following schedule:

SENIORITY	PAID VACATION	MAXIMUM ACCUMULATION
1 – 5	84 Hours per Year	168 Hours
6 – 10	105 Hours per Year	210 Hours
11 – 15	140 Hours per Year	280 Hours
16 and Over	175 Hours per Year	350 Hours

Section 14.2 - Full-Time Employees' Accrual and Use of Vacation Leave

Employees will accrue seven (7) hours of vacation per month, as of the 15th of the month, during the first year of employment. The vacation year shall be the calendar year and all accumulation maxima are as of each succeeding January 1, with no limit on accumulation between each January 1.

Employees will not be permitted to use vacation leave until completion of the probationary period. Employees with one (1) year or more of continuous service shall, as of January 1 of each year, be credited with the vacation the employee would normally accrue during that vacation year. If an employee leaves the service of the County having used more vacation leave than the employee had actually accrued, the value of such excess leave used shall be reimbursed to the County.

Section 14.3 - Part-Time Employees' Vacation Entitlement

After completion of three (3) months of employment, all part-time employees shall be entitled to paid vacation leave earned in accordance with the following schedule:

SENIORITY	AVG. WEEKLY HRS.	MONTHLY EARNED	MAXIMUM ACCUMULATION
1 - 5 Years	10 - 17 Hours	1.75 Hours	35 Hours
	18 - 26 Hours	3.50 Hours	70 Hours
	27 - 34 Hours	5.25 Hours	105 Hours
6 - 10 Years	10 - 17 Hours	2.33 Hours	45.5 Hours
	18 - 26 Hours	4.66 Hours	91.0 Hours
	27 - 34 Hours	7.00 Hours	136.5 Hours
11 - 15 Years	10 - 17 Hours	3.5 Hours	56 Hours
	18 - 26 Hours	7.0 Hours	112 Hours
	27 - 34 Hours	8.75 Hours	175 Hours
16 And Over	10 - 17 Hours	3.5 Hours	70 Hours
	18 - 26 Hours	7.0 Hours	140 Hours
	27 - 34 Hours	10.5 Hours	210 Hours

All accumulation maxima are as of each succeeding January 1, with no limit on accumulation between each January 1. Part-time employees accrue vacation leave as of the 15th day of each month, but they cannot anticipate vacation leave.

Section 14.4 - Separation Benefit

Employees shall be paid for vacation time earned but not taken at the time of termination.

Section 14.5 - Use of Vacation Leave and Rate of Pay

Vacation leave must be used in increments of fifteen (15) minutes or more. An employee shall be paid for vacation at the rate of pay earned by the employee at the time of the vacation (including night shift, substitution and supplemental pay). Employees who request it in advance can receive prepayment of their biweekly salary before going on vacation, if approved by the Directors of Human Resources and Budget and Finance.

Section 14.6 - Overtime Pay Credit

Vacation leave is counted as a regular workday in the computation of hours per week for overtime purposes.

Section 14.7 - Holiday During Vacation

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

Section 14.8 - Vacation on Day of Early Closing

Employees on vacation leave on any day of an early closing shall be charged the full vacation day they would have been charged if the early closing had not occurred.

Section 14.9 - Vacation Scheduling

Vacation time can be taken subject to the approval of the supervisor, and such approval shall not be unreasonably withheld. Requests for vacation should be sent in on the proper form (as designated by the agency) at least one (1) week prior to the requested commencement date if the leave is to extend one week (5 workdays) or more. While every effort shall be made to meet the desires of employees in requesting their period of vacation leave, vacation schedules must conform to the requirements of operations.

Vacation Leave shall be approved or denied within a reasonable time frame of the employees leave requests and expected program needs. If any time frame constitutes a standing denial for vacation, the employees shall be given notice, no less than 30 days from the start of the time frame to be denied.

Conflicting requests for vacation shall be resolved on the basis of seniority. However, if an employee with lower seniority has obtained an approved vacation schedule in writing, then the same shall stand as approved.

Section 14.10 - Eligibility for Vacation Accrual

An employee must be in pay status at least one (1) day in the payroll period which includes the 15th of the month in order to accrue vacation for that month.

ARTICLE 15 - SICK LEAVE

Section 15.1 - Sick Leave Accrual

Full-time employees shall accrue sick leave at a rate of 8.75 hours per month. There shall be no limit on the number of days, which can be accumulated. Part-time employees accrue sick leave on a prorated basis, as set forth in the following schedule:

Average Weekly Hours	Monthly Accrual
10 - 17 Hours	2.33 Hours
18 - 26 Hours	4.66 Hours
27 - 34 Hours	7 Hours

Sick leave is accrued on the 15th of every month. An employee must be in pay status at least one (1) day in the payroll period, which includes the 15th of the month in order to accrue sick leave for that month. Sick leave may be used only for absences caused by actual non-work related illnesses or injuries of the employee; necessary medical, dental, or optical appointments or treatments of the employee; or confinement of the employee due to quarantine as determined by an authorized medical authority. Sick leave can be accrued and used, if necessary, by probationary employees. Sick leave can be used in increments of fifteen (15) minutes or more.

Section 15.2 - Retirement Benefit

Accrued sick leave will be credited toward retirement as additional days-months of service, on the basis of 154 hours of accrued sick leave equaling one (1) month of service credit. One (1) additional month of service shall be granted if fractional hours totaling 77 or more result from the application of this formula.

Section 15.3 - Notice of Use of Sick Leave

An employee who is unable to report to work because of illness or injury is required to personally call the employee's supervisor, or have a member of the immediate family or a designated representative telephone, within one (1) hour prior to or one-half (1/2) hour after the time the employee was to report for duty, unless the delay was due to a documented emergency. An employee's personal certification will be accepted for absences of four (4) days or less unless the employee is subject to the provisions of section 15.5 of this Article.

Section 15.4 - Holiday During Sick Leave

A holiday recognized under Section 13.1 of this Memorandum of Understanding shall not be counted as a sick day if it falls within the time an employee is on an extended paid sick leave.

Section 15.5 - Abnormal Sick Leave Use

An employee whose absence pattern indicates a potential overuse or questionable use of sick leave may, after counseling by supervision, be placed on Exceptional Absenteeism Notice, during which time the employee will be required to submit a written physician's certificate for any sick leave absence.

Section 15.6 - Sick Leave on Day of Early Closing

Employees on sick leave on any day of an early closing shall be charged the full sick day they would have been charged if the early closing had not occurred.

Section 15.7 - Sick Leave Credit

As of January 1 of each year, employees with one or more years of continuous service shall be credited

with the sick leave they would be entitled to accrue that year. If the employee leaves the service of the County having used more sick leave than the employee actually would have accrued, the value of such excess leave shall be reimbursed to the County.

Section 15.8 - Unearned Sick Leave

(a) **Grant of Leave.** An employee with one (1) or more years of continuous service can request an unearned sick leave extension of 210 hours maximum during a single year. This 210 hour extension will not be granted until the employee has used all earned and anticipated sick and vacation leave, personal leave and compensatory time. Under unusual circumstances, if approved by the Director of Nursing or the appropriate Program Director, the Administrative Officer and the Director of Human Resources, an employee can request an advance of unearned sick leave beyond the limits as prescribed in this rule. Employees with less than one (1) year of service can receive an extension only on an exception basis, subject to the approval of the Director of Human Resources. These employees will first use all accrued sick and vacation leave, personal leave and compensatory time and, in addition, may be granted their anticipated balances before the extension is granted.

Probationary employees cannot receive unearned sick leave extensions, but may, under certain circumstances, be granted their anticipated balances while on probation. Sick leave extension is granted for one physician-certified illness or injury only. Any balance of the total amount granted which is unused returns to the County and a subsequent request for unearned sick leave must be processed as a new extension, subject to the 210 hours maximum annually.

- (b) **Reimbursement of Leave** - All unearned sick leave granted must be "paid back" to the County when the employee returns. An employee cannot use paid sick leave until the negative balance is erased. If necessary, an employee with a negative sick leave balance can request a second unearned leave extension in a subsequent year. Such an extension must also be "paid back" with earned sick leave time. If an employee terminates while still carrying a negative sick leave balance, the unearned leave extension and any anticipated leave must be paid back to the County in either cash, as a deduction from the final paycheck, or from the employee's retirement system account.
- (c) **Part-Time Employees** -Part-time employees who earn sick and vacation leave are eligible to request unearned sick leave, prorated according to their earning rate (3/4 - 157.5 hour maximum, 1/2 - 105 hour maximum; 1/4 - 52.5 hour maximum) and subject to the criteria set forth in this Section.
- (d) **Donation of Annual Leave** - Employees may donate annual leave for an employee (as defined in Section 1.1 of this Memorandum of Understanding) who previously received unearned sick leave in excess of fifteen (15) days from the Director of Human Resources and/or the Administrative Officer up to the limit of 240 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 Baltimore County Federation of Public Health Nurses (BCFPHN) shall be responsible for collection and coordination of donated annual leave from employees. All employees donating leave shall be required to provide authorization in writing on the form attached hereto as Exhibit I.

Section 15.9 - Family Illness

An employee may use up to 35/40 hours of sick leave for illness in the immediate family. With the approval of the Director of Human Resources, additional sick leave may be used for illness in the immediate family. Immediate family is defined for the purpose of this sub-section as the spouse, child, legal dependent, or parent of the employee. The employee is required to submit a statement to the employee's supervisor stating the

relationship of the ill member of the immediate family.

ARTICLE 16 - LEAVES OF ABSENCE AND OTHER LEAVES

Section 16.1 - Leaves of Absence

- (a) Request for Leave - The Director of Human Resources may approve leaves without pay for periods up to one (1) year. A request for a leave of absence without pay shall be submitted in writing to the Director of Human Resources, and state the reason the leave of absence is being requested and the approximate length of time off the employee desires. If approved, authorization for a leave of absence shall be furnished to the employee in writing. An employee does not earn sick leave or vacation leave while on an unpaid leave of absence. An employee who accepts other employment while on leave of absence shall automatically be terminated unless such other employment has been approved in writing by the Director of Human Resources.
- (b) Return from Leave of Absence - An employee who returns from a leave of absence of more than six (6) months, or from medical or military leave of any duration, must be examined and certified by the Employee Health Clinic before returning to work. An employee who wishes to return from a leave of absence may be reinstated to the employee's former position if it is vacant, or placed on a certification list for a comparable position whenever a vacancy occurs.

Section 16.2 - Bereavement Leave

Four (4) days absence without loss of pay shall be permitted for the death of a parent, child, brother, sister, spouse, stepparent, stepchild. Three (3) days absence without loss of pay shall be permitted for the death of grandparents, spouse's grandparents, grandchildren, mother-in-law, and father-in-law. One (1) day absence without loss of pay shall be permitted for the death of a brother-in-law, sister-in-law, aunt, uncle, son-in-law or daughter-in-law provided that one (1) additional day of leave with pay may be granted, at the discretion of the County Health Officer, when extensive travel is involved. This section is applicable only to full-time employees.

In conjunction with Culturally Appropriate Services for employees, bereavement leave days must be used within thirty (30) calendar days of the date of death. This is subject to extension based on cultural traditions and international travel. Prescheduled vacation, sick, personal, or compensatory leave may be changed to bereavement leave without charge against the employee's leave balance. Upon request by the Director of Human Resources, the employee shall offer valid proof of relationship and date of death.

Section 16.3 - Jury Duty

Full-time employees who are required to perform jury service shall be paid their regular salary. Employees summoned as jurors shall notify their supervisor(s) immediately by memorandum, attaching a copy of their summons. Employees who report for jury duty and are dismissed shall report to work for the remainder of the working day. Such time spent on jury service will not be charged against any leave credits.

Section 16.4 - Military Leave

All full-time employees requesting military leave to fulfill reserve obligations in the Armed Forces of the United States or the National Guard of the State of Maryland shall be granted leave not in excess of fifteen (15) days annually for such purposes. Such leave will not be charged against the employee's earned vacation.

Section 16.5 - Work-Related Injury

When an employee, without fault or negligence on the employee's part, is injured on the job or in the line of duty or suffers a disability which resulted from an illness sustained directly in the performance of the employee's work as provided in the State Worker's Compensation Act, said employee shall be allowed leave not to exceed twelve (12) months. If otherwise eligible, such leave shall begin on the next scheduled day following the day of the accident. Unless the employee is physically incapacitated and therefore unable to comply, an employee may receive such Accident Leave only if the employee notifies management of the accidental injury within one workday of the time for which the employee requests such Accident Leave. Payment, while on leave for this reason, shall be the amount calculated individually which will result in said employee receiving as close as practicable to their normal net pay. Every application form for such leave shall contain a statement by the employee, affirmed by the employee's supervisor, setting forth the details of the accident or illness and supported by the certificate of a licensed physician setting forth the nature and extent of the injury or illness and the probable period of disability. Leave granted under this Section shall be recorded on the employee's leave record card, but shall not be charged to any other type of leave. When injury leave is used, insurance payments for Worker's Compensation shall be remitted to the County. If incapacitated for the employee's regular assignment, the employee may be given other duties with the County for the period of recuperation; provided, however, that a nurse injured in the line of duty shall, if possible, be placed in a nursing light-duty assignment. Only if there are no such nursing assignments available, or if the employee's injury is of such a nature which incapacitates the employee for nursing duties, shall the employee be placed in other County areas. Unwillingness to accept such assignment as directed by the County Health officer or the Administrative Officer will make the employee ineligible for leave under this regulation for the time involved. A physician who regularly examines employees as an official physician for the Baltimore County Employee's Retirement System shall determine the physical ability of the employee to continue working or to return to work. This section shall be applicable to full-time employees only. Other employees shall be paid in accordance with the Worker's Compensation Act. In the event of work-related injury, the County shall furnish transportation (directly or by reimbursement) from the place of injury to the point of initial treatment.

Section 16.6 - Federation Leave

Three Hundred (300) hours of leave per year, with pay, will be granted to the Federation for Federation business. Leave for negotiations and grievance investigation or preparation shall not be charged against this total. An employee shall obtain the approval of the employee's immediate supervisor before using leave or otherwise being absent for any Federation business. Such approval shall not be unreasonably withheld.

ARTICLE 17 - SAFETY AND HEALTH

Section 17.1 - Safe and Healthy Working Conditions

The Administration will, to the extent of its authority, provide and maintain safe and secure working conditions for all employees. The County agrees to continue to provide security guard protection for employees who are conducting clinics after normal County working hours.

Section 17.2 - Flu Shots and Vaccinations

The Administration will make free "flu shots" available annually on a voluntary basis to all employees, as determined necessary by a County Health Officer. The County shall make available vaccinations against COVID, Monkeypox, Hepatitis "B", MMR, and any other communicable diseases to all employees of the bargaining unit, as determined necessary by a County Health Officer.

Section 17.3 - Furnishings and Equipment and PPE

The Administration shall keep furniture, equipment and facilities in correct and proper working condition, along with all equipment used by Nurses and Nurse Practitioners. The County shall continually provide all employees with appropriate PPE such as gowns, masks, goggles, face shields, and gloves, in conjunction with CDC Guidelines and the Baltimore County Department of Health Standard Operating Procedures. The County shall provide required Fit-Testing for all employees as needed.

Section 17.4 – Minimum Staffing

In the case of medical emergency and ensure safety, health centers shall be staffed with a minimum of two (2) employees during any operating hours.

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 accordance with the provisions of Classification Plan Rule 11 of the Baltimore County Classification and Compensation Plans, which is incorporated by reference in this Section as a part hereof as fully as if set out in full herein. However, prior to doing so, the Administration agrees to provide a copy of the proposed revised class specification to the Federation in order to obtain its written comments pertaining thereto. The Federation agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the written copy from the Administration.

Section 18.2 - Substitution Pay

Employees who are required to substitute in a higher classification shall be paid in accordance with Rule 10; Regulation 10.2, of the current Baltimore County Compensation Plan (Exhibit D) which is incorporated by reference in this Section as a part hereof as fully as if set out in full herein.

Section 18.3 - Establishment of New Class

The Administration agrees to provide the Federation, for its written comments, with a copy of the specification for any proposed class prior to its establishment which, if ultimately established, would be covered by this Memorandum of Understanding. The Federation agrees to forward its written comments to the Administration within ten (10) workdays of the date of transmittal of the class specification from the Administration.

Section 18.4 - Qualifications for Assignments

Employees shall not be expected to assume responsibility in areas in which they do not possess adequate or requisite qualifications. Employees shall not be compelled to act at their peril or in any manner that would endanger any patient. Employees confronted with competency or qualification questions shall have the right to appeal directly the Deputy Health Officer via the Office of Quality Improvement Chief. Nurses raising any such questions shall not be penalized in any fashion and no negative reference to such shall appear in the employee's personnel file. Certain required auxiliary services, which are necessary for providing total patient care, are routinely assigned to other employees. Some of these services include messenger services, clerical and secretarial services, and housekeeping duties. In order for the Registered Professional Nurse to perform their primary responsibilities of patient care, nurses will not be expected to perform the aforementioned services as a routine function, except as they relate directly to the nursing function.

Section 18.5 - Change in Status

A full-time nurse who changes or is changed to part-time status will carry over sick leave accrued to date of change from the nurse's full-time schedule and will carry over seniority. Accumulated vacation will be paid at time of changeover.

ARTICLE 19 - EMPLOYEE TRAINING AND CAREER DEVELOPMENT

Section 19.1 - Continuation of Plan

The County will maintain its on-going Employees' Training and Career Development Program. The Administration and the Federation will meet from time to time to discuss the continued updating and further development of this Program.

Section 19.2 - Orientation

- a. A nurse or nurse practitioner being oriented shall not be considered as a regular staff member in the staffing pattern of the unit. The orientation period for newly hired nurses and nurse practitioners shall be determined by the program director or manager of the unit, not to be less than 4 weeks to ensure competency. Competency is determined by the program manager or manager of the unit in regard to specific program needs and requirements. Public health nurses and nurse practitioners undergoing orientation are employees as defined in Section 1.1 of this MOU and are entitled to all rights set forth herein.
- b. Preceptorship of Employees and Students-

Public health nurses and nurse practitioners who are assigned by the program director or supervisor to act as preceptors for a new hire or a nursing student will receive an additional \$20.00 a day while serving as a preceptor.

Section 19.3 - Continuing Education

- (a) Education Leave - Employees shall be entitled to apply for leave with pay each year to attend courses, institutes, workshops, seminars or other meetings of an educational nature, provided:
 - (1) the employee applies in advance, in writing, specifying the educational programs the employee wishes to attend;
 - (2) the employee obtains permission from the appropriate supervisor to attend; and
 - (3) such leave does not interfere with staffing. Permission for such educational leave will not be unreasonably denied, but if denied, the Administration shall put in writing the reason for denial.
- (b) Reimbursement for Education Costs - The County shall reimburse employees for the cost of

attending said seminars, provided funds are available.

- (c) Tuition Reimbursement. - The County will fund an Educational Assistance Program that shall provide for reimbursement of eighty percent (80%) of tuition, lab fees and mandatory activity fees paid by an employee, for a total reimbursement of up to three thousand dollars (\$3000) subject to the existing requirements of the program. Part-time employees regularly working 27-34 hours per week shall be eligible for participation in the Educational Assistance Program after one year of County service.

ARTICLE 20 - COMMUNICATION

Section 20.1 - Changes Affecting Nursing Staff

Whenever the Administration intends to implement major new or expanded programs, or to construct new facilities, and/or to implement changes which would affect the nursing staff, the Deputy Health Officer shall notify the Federation of such intent and meet with the Federation upon request.

Section 20.2 - Nursing Staff Review Committee

- (a) The purpose of this committee is to consider and review, constructively, the professional practice of nursing to reinforce accountability and commitment to patient care in order to improve the quality of nursing services, nursing practice, and other problem areas not covered by this Agreement. To further this interest, the parties endorse the Nursing Staff Review Committee (NSRC) process as an appropriate means to identify and understand workplace issues and develop viable solutions. The Federation and the Management intend to foster an ongoing, communicative relationship in which the parties are encouraged to speak freely and resolve issues with the labor-management forum. The Management and the Federation shall cooperate in using training and other mutually agreed upon methods, within available resources, to assist the department NSRC to be effective. When possible, the committee will jointly develop recommendations to forward to the County Health Officer for consideration. When a common recommendation is not reached, the recommendations from either group may be forwarded to the County Health Officer individually.
- (b) The NSRC shall consist of the following:
1. The BCFPHN President or designee and nurses from each program or bureau.
 2. Deputy Health Officer or designee and managers from each program or bureau.
 3. Office of Quality Improvement Chief or designee and team members of the Office of QI.

The Federation reserves the right to bring in others as needed to speak on specific issues that may arise. The Federation representative from AFT may be present at any of the meetings of the committee.

(c) Meetings:

(1) The NSRC shall meet every quarter. An agenda shall be prepared and minutes recorded for each meeting, with copies circulated to those attending. Nurses will be allowed on-duty time to attend the meetings.

(2) NSRC may request additional meetings with the heads of the Bureaus for the purpose of obtaining information. Special meetings may also be called by the Management, but such

meetings shall not take the place of the regularly scheduled meeting.

(d) The function of the NSRC shall be to:

- (1) Review the professional practice of nursing in order to improve the quality of nursing services;
- (2) Identify professional issues;
- (3) Review patient care and make recommendations for improvement;
- (4) Identify inadequate staffing patterns and make recommendations for recruitment and retention;
- (5) Facilitate effective communications between administration and staff.

(e) The Limitations of the NSRC shall be: The NSRC shall not discuss economic issues which are matters subject to collective bargaining. The Committee's activities are advisory.

(f) Modifications, changes to this Section 20.2 may be made by mutual agreement between the Federation and the Deputy Health Officer.

ARTICLE 21 - GENERAL PROVISIONS

Section 21.1 - Bulletin Boards

The Administration shall provide bulletin boards in mutually agreeable area for posting notices about the Federation activities.

Section 21.2 - Meeting Facilities

The Federation shall be permitted to use County premises for its meetings when advance request is made and space is available.

Section 21.3 - New Employees

- (a) When a public health nurse or nurse practitioner is hired, the Office of Human Resources shall give a packet to the employee containing pertinent Federation materials as provided by the Federation.
- (b) Upon request of the Federation President, the Office of Human Resources shall ~~notify~~ provide the Federation President via email within 15 days of the date of hire of a public health nurse or nurse practitioner, with the name, program assignment, and work location of the new employee. A Federation representative will be permitted to address new employees after new employee orientation meetings provided by the Office of Human Resources, for the purpose of discussing the benefits of membership in the Federation.

Section 21.4 - Performance Evaluations

Evaluations of all employees shall be done in accordance with County regulations and State law.

Section 21.5 - Use of County Equipment

The Federation shall have the right to use Health Department equipment, including computers, copy machines, printers, fax machines and telephones. In addition, the Federation shall have use of audio visual equipment at reasonable times when such equipment is not otherwise in use, provided the user is knowledgeable in operating the equipment and has obtained appropriate approval. Approval will not be unreasonably denied. The Federation will pay for the cost of materials and supplies incidental for such use.

Section 21.6 – Communications

The Administration will make cellular telephones available to all employees who make home visits. Employees shall reimburse the County for any personal charges.

Section 21.7 - Furlough or Lay-off

Bargaining unit member shall not be furloughed or laid off in fiscal years 2017, 2018, 2019.

ARTICLE 22 - NO STRIKES OR LOCKOUTS

Section 22.1 - No Strikes

Strikes, work stoppages and lockouts and secondary boycotts are forbidden. Neither the employees nor the Federation shall engage in, sponsor, initiate, support, direct or condone a strike or work stoppage or secondary boycott. The employees and the Federation 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. If the Federation 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; and (3) payroll deductions for such organization's dues may be terminated immediately by the County Executive. 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 Service.

Section 22.2 - No Lockouts

No lockouts shall be directed against County employees by the Administration.

ARTICLE 23 - RETIREMENT PLAN

BENEFITS PROVIDED

- Normal and discontinued service retirement upon meeting age and service requirements
- Occupational disability benefits upon entry into the System
- Disability benefits for non-occupational related injury or illness upon attaining 10 years of creditable service.
- Occupational death benefits resulting from an injury in actual performance of the job
- Non-occupational death benefit coverage after five (5) years of creditable service
- Credit for unused sick leave and military service
- Service credit for transfer time from a Maryland state or local municipal retirement system
- Cost of living adjustments are provided if sufficient excess earnings exist in the Fund
- DROP eligibility if hired prior to 7/1/07, minimum age 55, and Rule-of-85 (age and service)
- Option not to join pension system at age 55

**NORMAL SERVICE RETIREMENT BENEFITS
FOR MEMBERS HIRED PRIOR TO 7/1/07:**

Members are eligible for normal service retirement after the attainment of age 60 with 5 years of creditable service or after 30 years of creditable service regardless of age. If a member is age 60 as of 6/30/07 and attains 5 years of creditable service, retires at age 65 with 5 years of creditable service, or retires with 30 years of creditable service regardless of age, the member will earn 1/55th for each year of

creditable service times the member's Average Final Compensation (AFC). If the member does not meet the above criteria but otherwise meets retirement eligibility, the member shall receive 1/55th for each year of service prior to 7/1/07 and 1/70th for each year of service on or after 7/1/07 times the member's AFC. AFC is the rate of annual earnable compensation during the highest 12 or 36 consecutive months of service, depending upon the employee's applicable benefit basis.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

General employees who were hired prior to July 1, 2007 may elect a Deferred Retirement Option Program (DROP) upon eligibility. Eligibility is based on a combined total of age and qualifying service of at least 85 and a minimum age of 55 (e.g., 30 years service + 55 years old = 85). Qualifying service includes unused sick time and military time but excludes outside transfer service. Elected officials and appointed department heads are not eligible.

The DROP allows eligible members to receive a lump sum payment at retirement in exchange for a reduced monthly benefit. When a member enters the DROP, they continue to work, their pension benefit is determined, and a DROP account is established in ERS. The DROP account is a personal retirement account that accumulates monthly pension payments, applicable retiree cost-of-living adjustments, ERS payroll contributions, an annual interest credit of 5%, and a one-time credit of unused sick time earned in the DROP period. The DROP period is a minimum of 5 years and a maximum of 10 years. However, electing the DROP does not obligate the member to work an additional 5 years. The member may opt out of the DROP at any time and be treated as if they had not elected to enter the DROP. When a DROP member retires, the DROP account may be paid to the member in a single lump sum or rolled over into an eligible retirement plan.

A member in the DROP may use sick time earned prior to entering the DROP. If the member uses more sick time than earned in the DROP period, the member's pension payments and DROP account will be recalculated accordingly. If the member used that sick time to meet DROP eligibility, the DROP election date will be adjusted.

To participate in the DROP, a member must first complete and sign a DROP Election Form at the Retirement Office in Room 169 of the County Courthouse.

EARLY RETIREMENT

Members hired prior to 7/1/07 who wish to retire before reaching normal retirement may do so after the attainment of age 55 and after completing 20 years of service. However, the retirement allowance will be reduced by 5% for every year prior to age 60 or 30 years of service, whichever results in the lesser reduction, up to a maximum reduction of 25%.

NORMAL SERVICE RETIREMENT BENEFITS FOR MEMBERS HIRED ON OR AFTER 7/1/07:

Members are eligible for normal service retirement after the attainment of age 67 with 10 years of creditable service or after 35 years of creditable service regardless of age. The member will earn 1/70th for each year of creditable service times the member's AFC. AFC is the rate of annual earnable compensation during the highest 36 consecutive months of service. Members hired on or after 7/1/07 are not eligible for the DROP program or early retirement.

RETIREMENT OPTIONS

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

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

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

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

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

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

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

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

MILITARY SERVICE CREDIT

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

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

CREDIT FOR UNUSED SICK LEAVE

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

WITHDRAWING FROM THE SYSTEM

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

TRANSFER OF SERVICE CREDIT

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

CONTRIBUTIONS

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

Employees hired before July 1, 2007

Effective July 1, 2016 pay schedule III employees who contribute less than 6.25% of their salary toward their pension shall increase their contribution to the rate of 6.25% of salary toward their pension.

Effective July 1, 2017 pay schedule III employees who contribute less than 6.75% of salary toward their pension shall increase their contribution to the rate of 6.75% of salary toward their pension.

Effective July 1, 2018 pay schedule III employees who contribute less than 7.25% of salary toward their pension shall increase their contribution to the rate of 7.25% of salary toward their pension.

Effective July 1, 2016 pay schedule III employees contributing more than 7.25% of their salary toward their pension shall have the contribution rate set at 7.25%

RETIREE COST OF LIVING ADJUSTMENTS (COLAs)

1. The System provides COLAs to eligible retirees only if sufficient excess investment income exists in the Post Retirement Increase Fund to provide a minimum one percent increase. To receive a retiree COLA, a retiree must be retired for at least 12 months as of June 30 plus an

additional four years. The Post Retirement Increase Fund (PRIF) shall be reduced from eight (8%) percent to six (6%). Retiree COLAs range from 1% to 3% and are based on the change in the Consumer Price Index (CPI-U) for the 12 months ended December. COLAs are effective in July and are granted independently of employee COLAs.

2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

RETIREMENT FILING PROCEDURES

- Select a retirement date and benefit option.
 - Schedule an appointment 2-3 months before your retirement effective date.
 - Bring your birth certificate to your appointment.
 - Spouses are welcome to attend.
 - Board of Trustees must approve your application.
 - The Insurance Office of your employer will set up insurance deductions for eligible members.
 - The Retirement Office will confirm final monthly benefit allowance and option by letter.
 - Benefit payments will be dated and payable on the last banking date of the month.
 - Retirees are required to bring a voided check and sign up for direct deposit.
2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
 3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

Pension Modifications

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

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

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

Accidental Disability: Exhibit H.

ARTICLE 24 - DURATION AND SCOPE OF MEMORANDUM

Section 24.1 - Separability

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

Section 24.2 - Implementation of Memorandum of Understanding

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

Section 24.3 - Term of Memorandum of Understanding

This Memorandum of Understanding shall become effective July 1, 2023 and shall continue in full force and effect until June 30, 2026.

This Memorandum of Understanding shall automatically renew itself as of July 1, 2026 and for yearly periods thereafter unless either party shall give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding prior to October 15, 2026 or October 15 of any subsequent year.

If legislation necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests.

~~This agreement will be reopened on January 1, 2024 and January 1, 2025 for the sole purpose of negotiation.~~
~~Article 9.1 - Regular Rate of Pay.~~

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding,
this 1st day of July, 2023.

BALTIMORE COUNTY
FEDERATION OF PUBLIC HEALTH
NURSES, AFT, AFL-CIO

BALTIMORE COUNTY
ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

BY: Karen Pilecki, Pres.
Karen Pilecki, PHN
President, BCFPHN

BY: John A. Olszewski, Jr.
John A. Olszewski, Jr.
County Executive

BY: Janell Thornton Edmonds
Janell Thornton Edmonds
Staff Representative, AFT-MD

BY: Stacy L. Rodgers
Stacy L. Rodgers
County Administrative Officer

BY: Dianne Guy, RN
Dianne Guy, RN
Staff Representative, BCFPHN

BY: Rebecca Young
Rebecca Young
Deputy County Administrative Officer

BY: Debbie Torres, RN
Debbie Torres, RN
Staff Representative, BCFPHN

BY: Rhoda Benjamin
Rhoda Benjamin
Director of Human Resources

BY: Beverly Grace, RN
Beverly Grace, RN
Staff Representative, BCFPHN

BY: James R. Benjamin, Jr.
James Benjamin
Baltimore County Attorney

BY: Myra Robinson, RN
Myra Robinson, RN
Staff Representative, BCFPHN

BY: Dr. Gregory Wm. Branch
Dr. Gregory Wm. Branch, Director
Health and Human Services

